

COMMON COUNCIL SPECIAL MEETING

MAY 27, 1993

The Meeting to be called to order at 8:00 P.M. by Mayor Eriquez

PLEDGE OF ALLEGIANCE  
PRAYER

ROLL CALL

Fazio, Scalzo, Falzone, Gallo, Arconti, Coladarci, Boynton,  
Dennehy, Setaro, Gogliettino, DaSilva, John Esposito, Dean  
Esposito, Outlaw, Cassano, Charles, Butera, Cipriani, Scozzafava,  
Trocolla, Yamin

15 Present 6 Absent

NOTICE OF THE SPECIAL MEETING - To be held on the 27th day of May, 1993 at 8:00 P.M. in the Common Council Chambers in City Hall for the purpose of acting upon the following items.

PUBLIC SPEAKING

✓1 Amendment to the Municipal Waste Disposal Agreement between the Housatonic Resources Recovery Authority and the City of Danbury. Re: Multiple Transfer Stations/Sites

✓2 Amendment to the Municipal Waste Disposal Agreement between the Housatonic Resources Recovery Authority and the City of Danbury. Re: Continued use of Danbury Landfill

✓3 ORDINANCE - Flow Control of Municipal Solid Waste. The Ordinance will include the designation of a disposal site for all solid waste generated within the City of Danbury.

✓4 Recycling/Solid Waste Department Budget

✓5 RESOLUTION - Recycling/Solid Waste Permits

✓6 Binding Arbitration Award - Danbury Firefighters Local 801

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

CITY OF DANBURY

To: Members of the Common Council

A special meeting of the Common Council \_\_\_\_\_ of the City of Danbury will be held on the 27th day of May 1993 at 8:00 o'clock p.m., at the City Hall in said Danbury.

For the purpose of

1. Amendment to the Municipal Waste Disposal Agreement between the Housatonic Resources Recovery Authority and the City of Danbury.  
Re: Multiple Transfer Stations/Sites
2. Amendment to the Municipal Waste Disposal Agreement between the Housatonic Resources Recovery Authority and the City of Danbury.  
Re: Continued use of Danbury Landfill
3. ORDINANCE - Flow Control of Municipal Solid Waste. The Ordinance will include the designation of a disposal site for all solid waste generated within the City of Danbury.
4. Recycling/Solid Waste Department Budget.
5. RESOLUTION - Recycling/Solid Waste Permits
6. Binding Arbitration Award - Danbury Firefighters Local 801.

Dated at Danbury, this 24th day of May 1993.

\_\_\_\_\_  
*[Signature]* Mayor  
 \_\_\_\_\_  
*[Signature]* Clerk

To the sheriff or any policeman of the City of Danbury:

You are hereby required to notify the above named member \_\_\_\_\_ of the Common Council of the City of Danbury of the special meeting of said board by leaving with or at the usual place of abode or place of business of such member not less than 24 hours before the hour specified for said meeting, a notice in form annexed, and to make due return thereof at the time of said meeting.

\_\_\_\_\_  
*[Signature]* Mayor



# CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ  
MAYOR

(203) 797-4511

May 27, 1993

Honorable Members of the Common Council  
City of Danbury, Connecticut

Dear Council Members:

This is an Amendment to the Municipal Waste Disposal Agreement between the Housatonic Resource Recovery Authority and the City of Danbury.

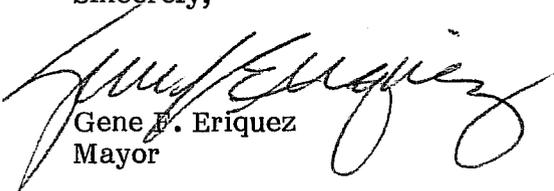
The only change to that which the Common Council has previously approved that is contained in this amendment relates to the Housatonic Resource Recovery Authority system including multiple transfer stations/sites v. one transfer station/site to service all of the region's municipalities.

As you are aware, there will be transfer stations in Ridgefield serving Ridgefield and Redding, in Newtown serving Newtown and Brookfield, and in Danbury serving Danbury, Bethel and New Fairfield. In addition, the Town of New Milford is considering a facility that would host New Milford, Bridgewater, Kent and Sherman.

The previous language in the Agreement referred to a transfer station to service the entire region.

Thank you for your consideration of this item.

Sincerely,

  
Gene F. Eriquez  
Mayor

GFE:sr

AMENDMENT NO. 2 TO

MUNICIPAL

WASTE DISPOSAL AGREEMENT

BETWEEN

HOUSATONIC RESOURCES RECOVERY AUTHORITY

AND

THE [TOWN/CITY] OF \_\_\_\_\_, A MUNICIPALITY

OF THE STATE OF CONNECTICUT

FOR THE PROVISION OF MUNICIPAL SOLID WASTE DISPOSAL SERVICES

DATED AS OF \_\_\_\_\_, 1993

AMENDMENT NO. 2 TO  
MUNICIPAL WASTE DISPOSAL AGREEMENT BETWEEN  
HOUSATONIC RESOURCES RECOVERY AUTHORITY AND THE (TOWN/CITY) OF \_\_\_\_\_,  
A MUNICIPALITY OF THE STATE OF CONNECTICUT  
FOR THE PROVISION OF MUNICIPAL SOLID WASTE DISPOSAL SERVICES

DATED AS OF \_\_\_\_\_, 1993

PREAMBLE

This Amendment Agreement, made and dated as of the \_\_\_\_ day of \_\_\_\_\_, 1993 by and between the HOUSATONIC RESOURCES RECOVERY AUTHORITY, a regional resource recovery authority created pursuant to the provisions of Chapter 103b of the Connecticut General Statutes with offices located at Old Town Hall, Routes 25 and 133, Brookfield, Connecticut (hereinafter referred to as "HRRRA"), and the Town/City of \_\_\_\_\_, in the State of Connecticut, a municipality and political subdivision of the State of Connecticut (hereinafter referred to as the "Municipality"), acting by and through its municipal authority having legal jurisdiction over solid waste management within the corporate limits of the municipality.

WITNESSETH

WHEREAS, HRRRA and the Municipality are parties to a certain Municipal Waste Disposal Agreement made and dated as of the \_\_\_\_ day of \_\_\_\_\_, 1991 as amended by an Amendment No, 1 by and between the parties dated as of the \_\_\_\_ day of \_\_\_\_\_, 1992, (the Municipal Waste Disposal Agreement, as amended, hereinafter referred to as the "Original Agreement"); and

WHEREAS, the Original Agreement provides that HRRRA will cause a System (as defined therein) of municipal solid waste disposal to

be operated in accordance with a certain Waste Supply and Disposal Agreement by and between HRRRA and Wheelabrator Environmental Systems, Inc. ("WES") dated October 23, 1991 (the "Waste Supply and Disposal Agreement"); and

WHEREAS, the Original Agreement (at Article II, Section 2.01) provides that "HRRRA will cause the Transfer Station to be sited, designed and constructed in the greater Danbury area", and

WHEREAS, the Waste Supply and Disposal Agreement (at Article VII, Section 1) provides that "WES shall design, construct and own a Transfer Station in the greater Danbury area on a site provided by the HRRRA"; and

<sup>Proved</sup> WHEREAS, the Municipality and HRRRA have determined that it has ~~provided~~ to be impossible to site a single Transfer Station in the greater Danbury area for the transfer of all Participating Municipalities' Acceptable Waste from local collectors' vehicles to vehicles suitable for hauling such Acceptable Waste to the Facilities; and

WHEREAS, HRRRA's members have voted yes to proceed with a System that uses multiple Transfer Stations within the HRRRA region; and

WHEREAS, HRRRA and WES have executed a Memorandum of Understanding pursuant to which they have agreed in principle to amend the Waste Supply and Disposal Agreement to provide for the use of multiple Transfer Stations within the HRRRA region, no one of which would be used in the normal course of operations to transfer all of the Acceptable Waste from all of the Participating Municipalities; and

WHEREAS, the Municipality and HRRRA desire to amend the Original Agreement to provide for the use of such multiple Transfer Stations within the HRRRA region.

NOW THEREFORE, in consideration of the premises and the mutual agreements and undertakings set forth herein, the parties agree as the follows:

1. Section 1.01(i) of the Original Agreement with respect to the definition of the term "HRRRA Program" is hereby amended by inserting the words "or sites" in line ten (10) thereof, after the word "site", and by inserting the words "or Transfer Stations" also in line ten (10) thereof, after the word "Transfer Station".

2. Section 1.01(t) of the Original Agreement is hereby amended by deleting said Section and substituting in lieu thereof the following:

"(t) 'Transfer Station' or 'Transfer Stations' mean the transfer station or transfer stations designated by HRRRA located or to be located within one or more of the Participating Municipalities to be used for the transfer of Acceptable Waste from local Collectors' vehicles to vehicles appropriate for hauling such Acceptable Waste to the Facilities."

3. Section 1.01(u) of the Original Agreement is hereby amended by deleting said Section and substituting in lieu thereof the following:

"(u) 'Waste Supply and Disposal Agreement' means the Agreement by and between HRRRA and WES dated as of October 23, 1991 as amended or to be amended generally in accordance with the agreement in principle between such parties as set forth in the Memorandum of Understanding dated \_\_\_\_\_, 1993 as may be further amended from time to time in a non-material manner."

4. Section 2.01 of the Original Agreement is hereby amended by deleting said Section and substituting in lieu thereof the

following:

"Section 2.01 System to be Provided. HRRRA will cause the System to be operated in accordance with the Waste Supply and Disposal Agreement. HRRRA will cause the Transfer Station or Transfer Stations to be sited, designed and constructed in one or more of the Participating Municipalities as soon as reasonably practicable, and, if necessary, shall arrange for suitable transfer service on or prior to the Effective Date of the Waste Supply and Disposal Agreement if the Transfer Station or Transfer Stations is/are not fully operable on such Effective Date. On and after such Effective Date, HRRRA, in accordance with the Waste Supply and Disposal Agreement, will cause WES to operate and maintain the Transfer Station or Transfer Stations and to accept at the Transfer Station or Transfer Stations and transport to the Facilities, or to such other location deemed by WES to be appropriate under the Terms of the Waste Supply and Disposal Agreement, all Acceptable Waste generated in and delivered in the aggregate by the Participating Municipalities in each full Contract Year. HRRRA shall allow the operations of a Transfer Station or Transfer Stations to be subcontracted by WES in accordance with the Waste Supply and Disposal Agreement. HRRRA also may allow WES to subcontract the transportation services, or HRRRA may contract directly with another third party vendor for such transportation services. HRRRA shall be responsible for the overall conduct of the HRRRA Program."

5. Section 3.01(e)(ii) of the Original Agreement is hereby amended by deleting said section and substituting in lieu thereof the following:

"(ii) HRRRA and WES shall have the right, subject to the approval of the Participating Municipality in which a Transfer Station is located, which approval shall not be unreasonably withheld, to designate certain highway and local road routes within the vicinity of a Transfer Station to be used by the Municipality and/or Collectors to deliver Acceptable Waste to a Transfer Station. HRRRA shall give reasonable notice to the Municipality of such route designation."

6. All of the remaining provisions, terms and conditions set forth in the Original Agreement are ratified and confirmed.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to be executed by their duly authorized officers and dated as of the date and year first above written.

ATTEST: (SEAL)

(MUNICIPALITY)

\_\_\_\_\_  
CITY CLERK

By: \_\_\_\_\_  
Title

HOUSATONIC RESOURCES RECOVERY  
AUTHORITY

By: \_\_\_\_\_



# CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ  
MAYOR

(203) 797-4511

May 27, 1993

Honorable Members of the Common Council  
City of Danbury, Connecticut

Dear Council Members:

This Amendment to the Municipal Waste Disposal Agreement between the Housatonic Resource Recovery Authority and the City of Danbury pertains to the allowance of up to 5,000 tons of municipal solid waste generated within the City of Danbury by citizens who choose not to contract with a collector (affectionately, referred to as "moms and pops") to be diverted to the City's landfill.

This amendment wording is being finalized with the Housatonic Resource Recovery Authority and will be presented to you at the Special Council Meeting for consideration.

Thank you for your cooperation.

Sincerely,



Gene F. Eriquez  
Mayor

GFE:sr

2

**SUPPLEMENT A: TO MUNICIPAL WASTE DISPOSAL AGREEMENT BETWEEN  
HOUSATONIC REBOURCES RECOVERY AUTHORITY AND THE CITY OF  
DANBURY, A MUNICIPALITY OF THE STATE OF CONNECTICUT  
FOR THE PROVISION OF MUNICIPAL SOLID WASTE DISPOSAL SERVICES**

DATED AS OF \_\_\_\_\_, 1993

**PREAMBLE**

This Amendment Agreement, made and dated as of the \_\_\_\_\_ day of \_\_\_\_\_ 1993 by and between the HOUSATONIC REBOURCES RECOVERY AUTHORITY, a regional resource recovery authority created pursuant to the provisions of Chapter 103b of the Connecticut General Statutes with offices located at Old Town Hall, Routes 25 and 133, Brookfield, Connecticut (hereinafter referred to as the "HRRRA"), and the CITY OF DANBURY, in the State of Connecticut, a municipality and political subdivision of the State of Connecticut (hereinafter referred to as the "Municipality"), acting by and through its municipal authority having legal jurisdiction over solid waste management within the corporate limits of the Municipality.

**WITNESSETH**

WHEREAS, HRRRA and the Municipality are parties to a certain Municipal Waste Disposal Agreement made and dated as of the 27th day of November, 1991 as amended by an Amendment No. 1 by and between the parties dated as of the 7th day of April, 1992, and as further amended by an Amendment No. 2 by and between the parties dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 1993 (the Municipal Waste Disposal Agreement, as amended, hereinafter referred to as the "Original Agreement"); and

**WHEREAS**, the Original Agreement provides that HRRRA will cause a System (as defined therein) of municipal solid waste disposal to be operated in accordance with a certain Waste Supply and Disposal Agreement by and between HRRRA and Wheelabrator Environmental Systems, Inc. ("WES") dated October 23, 1991; and

**WHEREAS**, the Original Agreement (at Article III, Subsection 3.01 (b)) provides, in part, that "The Municipality shall enact and enforce in a reasonable manner an ordinance or other legally enforceable instrument directing that all Acceptable Waste generated within its boundaries be delivered to the System...."; and

**WHEREAS**, the Municipality and the HRRRA have determined that it is in the best interests of the Municipality and the region to permit the continued use of the Danbury landfill site for the disposal of not more than 5000 tons per year of residentially generated Acceptable Waste by those household residents of the Municipality who do not wish to be served by local Collectors; and

**WHEREAS**, the Municipality has agreed that it will continue to be bound by its minimum tonnage guarantee and by the minimum tonnage guarantee of the region; and

**WHEREAS**, in further consideration for this, the Municipality is willing to offer HRRRA municipalities bulky waste processing of brush, stumps and leaves at the Danbury landfill site, at cost, on a "ton-in, ton-out" basis; and

**WHEREAS**, the Municipality is also willing to offer WES the use of the Danbury landfill site on an emergency by-pass basis for up

to 30 days per year at the then current rate that WES is charging for disposal at its Facility in Bridgeport.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and undertakings set forth herein, the parties agree as follows:

1. The Original Agreement is hereby amended by deleting the second sentence of Section 3.01(b) thereof and substituting in lieu thereof the following:

"The Municipality shall enact and enforce in a reasonable manner an ordinance or other legally enforceable instrument directing that, subject to the provisions of Section 6.10 hereof, all Acceptable Waste generated within its boundaries be delivered to the System, as administered pursuant to (i) the Waste Supply and Disposal Agreement and (ii) reasonable rules and regulations to be adopted by WES subject to HRRRA's prior approval."

2. The Original Agreement is hereby further amended by adding to Section 3.01(d)(i), at the end thereof, the following:

"Notwithstanding any other provision contained herein or in the Municipal Waste Disposal Agreement of any other Participating Municipality to the contrary, all of the Acceptable Waste delivered to the Danbury landfill site during the first Contract Year in accordance with the provisions of Section 6.10 hereof, shall be deemed to have been delivered to the System by or on behalf of the Municipality for the purpose of determining the Municipality's Individual Guaranteed Annual Tonnage for Contract Years after the first Contract Year."

3. The Original Agreement is hereby further amended by the addition of four new sections to be designated as, Sections 6.10, 6.11, 6.12 and 4.01(i) entitled, respectively, "Continued use of the Danbury landfill site", "Emergency use of the Danbury landfill site", "Bulky Waste Processing", and "Diversion Shortfall Fee" which said sections shall read as follows:

Section 6.10. Continued use of the Danbury landfill site. Subject to the provisions of Sections 3.01(a), (c) and (d) and 4.01(g) and (i), the Municipality shall be authorized to allow the continued use of the Danbury landfill site, so long as such landfill site is permitted to be used for such purposes in accordance with all applicable local, state and federal laws and regulations, for the disposal of not more than 5000 tons per year of Acceptable Waste generated by those household residents of the Municipality who do not wish to be served by local Collectors. The Municipality shall continue to be bound by its Individual Guaranteed Annual Tonnage commitment and by the Aggregate Guaranteed Annual Tonnage commitments of all the Participating Municipalities in each Contract Year. In the event that, in any given Contract Year, the HRRRA shall reasonably determine, in consultation with the Municipality, that it is necessary to redirect said residentially generated Acceptable Waste in order to avert either an Individual Shortfall or an Aggregate Shortfall (regardless of whether an Individual Shortfall will result), so much of said Acceptable Waste as is necessary to avert such Individual Shortfall or Aggregate Shortfall shall thereafter be redirected by the Municipality, at its expense, to the System.

Section 6.11. Emergency use of the Danbury landfill site. The Municipality shall permit WES to dispose of Acceptable Waste generated by HRRRA municipalities at the Danbury landfill site on an emergency by-pass basis, for periods not to exceed 30 days per calendar year, so long as such landfill site is permitted to be used for such purposes in accordance with all applicable local, state and federal laws and regulations. The Municipality shall be compensated by WES pursuant to an amendment to the Waste Supply and Disposal Agreement of October 23, 1991 between HRRRA and WES, for all Acceptable Waste disposed of at the Danbury landfill site at the then current rate which WES is charging for disposal of such waste at its Bridgeport Facility pursuant to the Waste Supply and Disposal Agreement.

Section 6.12. Bulky Waste Processing. The Municipality shall offer bulky waste processing of brush, tree stumps and leaves at the Danbury landfill site to HRRRA Participating Municipalities on a "ton-in ton-out" basis subject to reasonable rules and regulations established by the Municipality. Payments for bulky waste processing shall be fixed at a rate which will fully reimburse the Municipality for all costs reasonably associated therewith, which costs shall be subject to verification and substantiation by such Participating Municipalities.

Section 4.01....

(i) Diversion Shortfall Fee. If during any Contract Year (A) there is an Aggregate Shortfall (regardless of whether or not there is an Individual Shortfall during such year) and (B) Acceptable Waste is disposed of at the Danbury landfill site as contemplated in Section 6.10 hereof (regardless of whether or not Acceptable Waste has been redirected to the System in order to minimize or avert any Individual Shortfall or Aggregate Shortfall), the Municipality shall pay to or on behalf of HRRRA, within thirty (30) days of receipt by the Municipality of the annual statement described in Subsection 4.01(g) above, an amount equal to the product of the Aggregate Shortfall Fee for such Contract Year times a fraction which has as its numerator the number of Tons of Acceptable Waste disposed of at the Danbury landfill site during such Contract Year and as its denominator the Adjusted Tons Shortfall for such Contract Year for all Participating Municipalities (as determined in accordance with Section V.3 of the Waste Supply and Disposal Agreement), provided, however, that the amount payable pursuant to this subsection 4.01(i) shall not exceed the amount of the Aggregate Shortfall Fee for such Contract Year.

4. For all purposes, and notwithstanding anything herein to the contrary, the delivery of Acceptable Waste by Danbury household residents to the Danbury landfill site shall not render such landfill part of the System or the HRRRA Program, and the Municipality hereby agrees to indemnify and to hold harmless HRRRA, the Participating Municipalities and WES from and against any and all claims, losses, damages, liabilities and expenses arising from or out of the Municipality's use of the Danbury landfill site and/or the delivery thereto of solid waste as contemplated herein or otherwise, provided, however, that such indemnity and agreement to hold harmless shall not apply with respect to (a) WES to the extent of its use of and delivery of solid waste to the landfill pursuant to the emergency by-pass provisions hereof, or (b) with respect to any other Participating Municipality with respect to the delivery by or on its behalf of solid waste to the landfill site

either by WES pursuant to the emergency by-pass provisions hereof or in the form of bulky waste under the bulky waste processing provisions hereof.

5. All of the remaining provisions, terms and conditions set forth in the Original Agreement are ratified and confirmed.

6. This Supplement A shall not become effective or binding upon the parties until agreed to and accepted by WES as evidenced by its execution hereinbelow where indicated.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 3 to be executed by their duly authorized officers and dated as of the date and year first above written.

ATTEST: (SEAL)

CITY OF DANBURY

\_\_\_\_\_  
CITY CLERK

By: \_\_\_\_\_  
Gene F. Eriquez  
Its Mayor

HOUSATONIC RESOURCES RECOVERY  
AUTHORITY  
  
\_\_\_\_\_

Accepted and Agreed To:

WHEELABRATOR ENVIRONMENTAL  
SYSTEMS, INC.

By \_\_\_\_\_

030215.R04  
HRA/Wheelabrator #2



# CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ  
MAYOR

(203) 797-4511

May 27, 1993

Honorable Members of the Common Council  
City of Danbury, Connecticut

Dear Council Members:

Attached is the ordinance regarding Municipal Solid Waste Management (Flow Control) that you will consider at the Special Meeting following the Public Hearing on May 27, 1993.

A Committee of the Whole report will be considered at that time.

Sincerely,

A handwritten signature in cursive script, appearing to read "Gene F. Enriquez".

Gene F. Enriquez  
Mayor

GFE:sr

# REPORT

The comm. of a whole met at 8:23 PM on May 27, 1993 to review a proposed ordinance concerning flow control for solid waste. Mayor Eigney and Corp. Council Sottschalk explained the various provisions of the ~~proposed~~ proposed ordinance, 16A-81(a) and Article V. They also responded to a number of questions posed at the preceding public hearing.

The ~~proposed~~ <sup>proposed</sup> ordinances are basically the same as the present ordinance which controls the flow of solid waste ~~to~~ to the City Landfill, except that it directs this flow to the transfer station run by AWD and contracted for by Wheelabrator. The wheelabrator company won a public bid to be the vendor for solid waste in the HRPA area.

There was considerable discussion concerning the management process and enforcement of rules and regulations. It was stated that wheelabrator has responsibility for overall running of the process. They have contracted for various entities to run individual transfer stations such as that on AWD in Danbury.

Mr. Brynton moved to recommend adoption of the proposed ordinance as presented - Article V and Sec. 16A-81(a). The motion was seconded by Mrs. Gagliettino. Motion passed unanimously.

The meeting adjourned at 9:02 PM.

Respectfully submitted  
J. DASILE



# ORDINANCE

## CITY OF DANBURY, STATE OF CONNECTICUT

### COMMON COUNCIL

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

THAT the Code of Ordinances of Danbury, Connecticut is hereby amended by the addition of Article V to Chapter 16A, said Article to read as follows:

#### ARTICLE V

##### MUNICIPAL SOLID WASTE MANAGEMENT

###### Sec. 16A-90. Purpose.

There is hereby established a program for the mandatory disposal of Acceptable Waste generated within the City of Danbury in compliance with Connecticut General Statutes 22a-220 thereby providing for long term disposal of wastes and providing for the health and welfare of the citizens of the city.

###### Sec. 16A-91. Definitions.

ACCEPTABLE WASTE: shall mean all household garbage, trash, rubbish, refuse, and combustible agricultural, commercial, governmental and light industrial waste now normally or which may be hereinafter collected and disposed of by or on behalf of the City, but excluding (a) explosives and ordinance materials, pathological wastes, chemicals, radioactive materials, oil, sludges, highly inflammable substances, cesspool or other human wastes, human and animal remains, motor vehicles, or parts thereof, farm or other large machinery, nonburnable construction materials and demolition debris (but home remodeling waste and debris in reasonable quantities are not considered "demolition debris") and hazardous refuse of any type or kind (including those addressed by regulations adopted by the United States Environmental Protection Agency ("EPA") pursuant to the Resource Conservation Recovery Act of 1976, as amended, or other federal statutes or adopted by the Connecticut Department of Environmental Protection ("DEP"), such as, but not limited to, cleaning fluids, crankcase oils, cutting oils, hazardous paints, acids, caustics, poisons, drugs, radioactive materials, fine powdery earth used to filter cleaning fluid and refuse of similar nature), (b) any item of waste exceeding six feet in any one of its dimensions or being in whole or in part of a solid mass, the solid mass portion of which has dimensions such that a sphere with a diameter of eight inches could be contained within such solid mass portion, and (c) all large household appliances, commonly referred to as "white goods" including, without limitation, refrigerators, stoves, washing machines, drying machines and the like, (d) all items designated from time to time by the Commissioner of the Connecticut DEP pursuant to the provisions of Section 22a-241b(a) of the General Statutes as suitable for recycling and such other items as are actually recycled, (e) all other items of waste which the City and the Authority reasonably believes would be likely to pose a threat to health or safety or the acceptance and disposal of which may cause damage to the Transfer Station or

be in violation of any judicial decision, order or action of any federal, state or local government or any agency thereof, or any other regulatory authority or applicable law or regulations. The City recognizes that some substances which are not, as of the date of this Agreement, considered harmful or of a toxic nature or dangerous, may be determined as such by DEP and/or EPA subsequent to the date hereof as hazardous, toxic, dangerous or harmful, and at the time of such determination, such substances shall cease to be Acceptable Waste.

**AUTHORITY or HRRRA:** shall mean the Housatonic Resources Recovery Authority, as identified in Article III of this Chapter.

**CITY:** shall mean the City of Danbury.

**COLLECTOR:** shall mean any person who holds himself out for hire to collect Solid Waste from residential, business, commercial or other establishments within the City.

**DESIGNATED TRANSFER STATION:** shall mean the transfer station located in the Greater Danbury Area to which the HRRRA Participating Municipalities shall cause their Acceptable Waste to be delivered, for transfer by WES to one or more resource recovery facilities.

**MANAGER:** shall mean the City of Danbury Recycling and Solid Waste Manager or such other official as may be designated by the Director of the Danbury Department of Public Works.

**PERSON:** shall mean any individual, corporation, partnership, association or other entity or organization of any kind.

**RESIDENTIAL PROPERTY:** shall mean real estate containing one (1) or more dwelling units but shall not include hospitals, motels or hotels.

**SOLID WASTE:** shall mean solid, liquid, semisolid or contained gaseous material that is unwanted or discarded, including, but not limited to, demolition debris, material burned or processed at a resource recovery facility or incinerator, material processed at a recycling facility and sludges or other residue from a water pollution abatement facility, water supply treatment plant or air pollution control facility.

**WES:** means Wheelabrator Environmental Systems, Inc.

#### **Sec. 16A-92. Designation of Transfer Station Site.**

The City does hereby designate the following authorized sites for the disposal of Acceptable Waste generated within the corporate limits of the City of Danbury:

(1) Each Collector authorized to collect Solid Waste within the City shall deliver all Acceptable Waste to the transfer station located at 307 White Street, Danbury, Connecticut, which shall be the Designated Transfer Station.

(2) All Danbury residents not served by a Collector who wish to dispose of their own Acceptable Waste, if generated

within Danbury from residential property, shall deliver said waste to the Danbury Sanitary Landfill site.

**Sec. 16A-93. Collection, Transportation and Disposal of Solid Waste.**

(a) Collectors registered with and holding valid permits issued by the City pursuant to the provisions of Section 16A-81 hereof shall deliver all Acceptable Waste collected within the City to the Designated Transfer Station. Only the City and Collectors so registered and permitted shall be designated or otherwise authorized to collect and deliver Acceptable Waste to the Designated Transfer Station. In case of the temporary unavailability of the Designated Transfer Station, Acceptable Waste may be diverted to another transfer station or site by the City, HRRRA or WES.

(b) No Solid Waste collected from outside the corporate limits of the City shall be disposed of at the Designated Transfer Station under a permit issued pursuant to the provisions of Section 16A-81 hereof.

(c) No person shall drive or move any truck or other vehicle within the City of Danbury unless such vehicle is so constructed or loaded so as to prevent any load, contents or litter from being blown or deposited upon any street, alley, or other public place.

(d) Collectors shall deliver Acceptable Waste only during the Designated Transfer Station's scheduled delivery days and hours or during other published days and hours as agreed upon in advance by HRRRA and WES.

(e) Collectors shall use only vehicles that are in a safe and clean condition, in good repair, with the capability of mechanically dumping their contents, and have a capacity of three tons or more.

(f) Collectors shall use only those highway routes designated by the City, or by WES with the approval of the HRRRA and the City, for the delivery of Acceptable Waste to the Designated Transfer Station.

(g) Collectors shall deliver Acceptable Waste in a clean, orderly, and safe manner and adhere to all reasonable rules and regulations as made known to the Collector by the City or HRRRA or by WES with the approval of the HRRRA, at all times when vehicles and/or personnel of the Collector are at the Transfer Station.

**Sec. 16A-94. Duties and Qualifications of Collectors**

(a) During the annual registration process required pursuant to the provisions of Section 16A-81 hereof, each Collector shall obtain from the City registration plates which shall be conspicuously displayed on the left front portion of the body of each vehicle or container to be used by the Collector in the collection and transportation of Solid Waste or in such other location on said vehicle or container as the City shall direct. Each such registration plate shall remain the property of the City of Danbury, even when affixed to a Collector's vehicle or container. Each such registration plate shall be returned to the City upon the written request of the Manager.

(b) During the annual registration process required pursuant to the provisions of Section 16A-81 hereof, each Collector shall sign an affidavit of origin, under penalty of false statement, stating that all Acceptable Waste disposed of at the Designated Transfer Station in the name of the City or its residents shall originate from within the corporate limits of the City.

(c) Prior to the sale or transfer of all or part of a Collector's Solid Waste collection route to any Collector not registered with or permitted by the City in accordance with the provisions of Section 16A-81 hereof, the Collector shall first notify the Manager, in writing, of his or her intent to sell or transfer all or a part of the route. The non-registered Collector shall, at the same time, make application for a permit to operate in the City.

(d) Prior to the annual issuance or renewal of its collection permit, each Collector shall report to the City the number of tons of Acceptable Waste collected monthly within Danbury and deposited at the Designated Transfer Station. Said report shall be on a form supplied by the Manager.

(e) Each Collector shall present a copy of his or her City permit and registration forms to WES and HRRRA and shall properly display each vehicle or container registration plate prior to delivering Acceptable Waste to the Designated Transfer Station.

(f) Each Collector shall provide insurance covering his or her operation, which coverage shall name the HRRRA, WES and the City of Danbury as additionally insured. Such coverage shall include, but not be limited to, general liability, automotive liability, excess liability, workers' compensation and employer's liability in amounts deemed reasonable and adequate by the City. Each Collector shall provide the HRRRA, the City and WES with a certificate of insurance identifying the limits of available insurance coverage and indicating that the issuing company shall endeavor to afford the HRRRA, the City and WES not less than 30 days written notice prior to the cancellation of any such policy.

(g) Each Collector shall provide to the City of Danbury and to HRRRA or WES a suitable performance bond, letter of credit or cash security to insure the performance of its obligations hereunder.

(h) Each Collector shall accurately identify for HRRRA and WES the tonnage of all acceptable waste collected by such collector within each Municipality and delivered to the Designated Transfer Station.

(i) Each Collector shall be responsible for the removal and disposal of, or the cost of removal and disposal, if performed by other than the Collector, of rejected waste including:

1. Waste other than Acceptable Waste.
2. Waste delivered at other than established receiving hours.
3. Waste delivered in a manner or by means not in conformity with the requirements hereof or of the

HRRA/WES Waste Supply and Disposal Agreement.

4. Waste which WES is unable to accept as a result of a Force Majeure event.

(j) Each Collector shall be responsible for paying all reasonable costs incurred in connection with handling, transporting, and disposing of any non-acceptable waste requiring special handling, delivered to the Designated Transfer Station or facility.

(k) Each Collector delivering Acceptable Waste to the Designated Transfer Station shall be responsible for the payment of the service fee charged in connection with such delivery of Acceptable Waste in accordance with all reasonable rules and regulations administered by WES and approval by HRRA. Each Collector shall make payment of all undisputed amounts within 30 days from the date of invoicing by the City or WES. Collectors shall promptly pay disputed amounts upon resolution of the dispute. Collectors shall be obligated to pay interest at the prime rate established by the Connecticut National Bank on all overdue payments.

(l) WES may reject any deliveries from Collectors who have not made payment of amounts due within sixty days from invoicing by the City or WES until such Collector pays in full all past due amounts including interest.

**16A-95. Suspension or revocation of Permits.**

(a) In addition to the remedies provided by law in case of nonpayment or noncompliance with the provision with this Article, the Manager is authorized to suspend or revoke any permits issued pursuant to the provisions of Section 16A-81 hereof. Except for good cause shown, the duration of any such suspension or revocation occurring within any five-year period shall be as follows:

1. Upon a first offense, any permit issued to the offender shall be suspended for a period of fourteen (14) days.
2. Upon a second offense, any permit issued to the offender shall be suspended for a period of twenty-eight (28) days.
3. Upon any subsequent offense, any permit issued to the offender shall be revoked for a period of two (2) years.

(b) Any Collector whose permit is either suspended or revoked or who is otherwise penalized pursuant to the provisions of this Section shall be entitled to a hearing in accordance with the provisions of Subsection 16A-51(d) hereof.

(c) During the period of any permit suspension or revocation, no permit shall be issued to any person identified in Subsection 16A-51(e) hereof.

**Sec. 16A-96. Effective date.**

This ordinance shall take effect on July 1, 1993.



**ORDINANCE**  
**CITY OF DANBURY, STATE OF CONNECTICUT**  
**COMMON COUNCIL**

May 27, 1993

---

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

THAT Subsection 16A-81(a) of the Code of Ordinances of Danbury, Connecticut is hereby amended to read as follows:

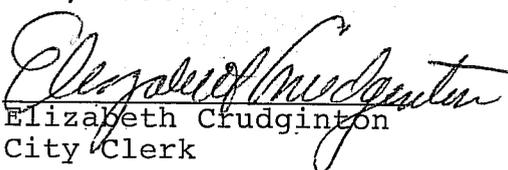
**Sec. 16A-81. Registration of Solid Waste Collectors; Duties and Qualifications.**

(a) In accordance with the provisions of subsection 22a-220a(d) of the Connecticut General Statutes, any collector hauling solid waste generated by residential, business, commercial or other establishments in the City of Danbury shall register with the City on forms prescribed by the Manager. Upon registration and payment of an annual permit fee of One Hundred Dollars (\$100.00), each such collector shall be issued a permit to collect or continue the collection of solid waste within the city. Permits issued hereunder shall not be transferred by the holder thereof. Each such collector shall disclose the name of any other municipality in which such collector hauls such solid waste. The door of any private vehicle used to haul solid waste shall be clearly marked with the business name and address of the collector. Each collector shall further be required to sign an affidavit of origin, under penalty of false statement, that all recyclables disposed of in the name of the City of Danbury or its residents shall originate from residential properties located within the corporate limits of the City or from such other locations as the City may permit.

**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, Connecticut.

Adopted by the Common Council - May 27, 1993  
Approved by Mayor Gene F. Eriquez - May 27, 1993

ATTEST:

  
Elizabeth Crudginton  
City Clerk



# CITY OF DANBURY

155 DEER HILL AVENUE  
DANBURY, CONNECTICUT 06810

**DOMINIC A. SETARO, JR.**  
DIRECTOR OF FINANCE

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

May 24, 1993

MEMO TO: Hon. Gene F. Enriquez  
via the Common Council

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

RE: Landfill Adjustments

Attached you will find a copy of various adjustments that will need to be made to now reflect the acceptance of solid waste (5,000 tons) from city residents, otherwise referred to as "moms and pops". As you indicated to the Common Council, you would forward to them for their approval adjustments that will need to be made to the 1993-94 budget in both the revenue and expenditure sides. You will note that there is a \$399,000 adjustment that is being made to the revenue side of the budget and the same amount is being adjusted on the expenditure side of the budget.

The attached list reflects those changes. I would recommend that the Common Council approve these budget adjustments at its June meeting with an effective date of July 1, 1993.

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

  
Dominic A. Setaro, Jr.

DAS/jg

Attach.

cc: William Buckley

EXPENDITURES

<u>Code</u>	<u>Name</u>	<u>Original Approved</u>	<u>Amended</u>	<u>+ or -</u>
02-03-126-010100	Regular Salaries	\$107,049	\$167,178	+ 60,129
02-03-126-010500	Overtime Services	1,000	1,000	0
02-03-126-011001	Part-time Services	8,000	50,000	+ 42,000
02-03-126-020100	Professional Services/Fees	50,000	182,000	+132,000
02-03-126-020300	Communication Services	2,500	2,500	0
02-03-126-020501	Postage	2,000	2,000	0
02-03-126-021000	Mileage	0	200	+ 200
02-03-126-021001	Training Courses	150	300	+ 150
02-03-126-021002	Conferences	0	500	+ 500
02-03-126-021500	Subscriptions-Memberships	150	150	0
02-03-126-022000	Printing & Binding	4,000	4,000	0
02-03-126-022500	Legal & Public Notices	2,500	7,000	+ 4,500
02-03-126-023500	Cleaning Services	2,000	2,000	0
02-03-126-024501	Leased Equipment	1,200	1,200	0
02-03-126-029500	Outside Services	36,500	36,500	0
02-03-126-035400	Maintain Office Eq-Furniture	4,000	4,000	0
02-03-126-035500	Maintain Tools-Instruments	1,000	1,000	0
02-03-126-040100	Office Supplies	1,000	1,000	0
02-03-126-040500	Custodial Supplies	300	300	0
02-03-126-041000	Clothing-Dry Goods-Linens	150	405	+ 255
02-03-126-043000	Minor Supplies-Hand Tools	400	400	0
02-03-126-043500	Medical-Chemical Supplies	50	50	0
02-03-126-047005	Fill	20,000	50,000	+ 30,000
02-03-126-049500	Materials-Supplies Not Listed	500	500	0
02-03-126-060500	Office Equipment	0	5,000	+ 5,000
02-03-126-062000	Communication Equipment	0	1,000	+ 1,000
02-03-126-062500	Public Safety Equipment	500	500	0
02-03-126-072814	H.R.R.A.	37,383	37,383	0
02-03-126-07500	Lieu of Taxes-Assessments	0	2,000	+ 2,000
Subtotal		\$282,332	\$560,066	\$+277,734

LANDFILL COSTS  
ADDED TO GENERAL FUND BUDGET

Outside Department Budget

02-01-143-020101	Audit	\$ 11,000	\$ 11,000	\$ 0
02-01-222-023000	Utility Services	5,000	10,000	+ 5,000
02-01-222-031000	Maintain Bldgs. & Structures	3,000	3,000	0
02-01-222-042000	Heating Fuel	200	200	0
02-03-117-035100	Maintain Auto Equipment	20,000	70,000	+ 50,000
02-03-117-042500	Motor Fuel	5,000	23,000	+ 18,000
02-03-117-042501	Lubrication Materials	1,000	3,000	+ 2,000
02-03-117-042502	Tires	4,000	6,000	+ 2,000
02-09-120-070100	FICA	7,986	13,248	+ 5,262
02-09-151-071002	Union Welfare	24,746	39,712	+ 14,966
02-09-160-076100	Auto Insurance	6,500	6,500	0
02-09-160-076400	Public Liability	20,000	20,000	0
02-09-160-076600	Worker's Compensation	30,000	30,000	0
02-09-131-073000	Unemployment Insurance	54,080	54,080	0
02-13-000-072000	Contingency	1,727,157	1,751,195	+ 24,038
Subtotal		\$1,919,669	\$2,040,935	\$+121,266
TOTAL		\$2,202,001	\$2,601,001	\$+399,000

REVENUE

<u>Code</u>	<u>Name</u>	<u>Original Approved</u>	<u>Amended</u>	<u>+ or -</u>
02-65-000-640007	Bottle & Can Redemption	\$ 5,000	\$ 5,000	\$ 0
02-65-000-640008	Firewood Sales	10,000	10,000	0
02-65-000-640009	Landfill - Demolition	45,000	15,000	- 30,000
02-65-000-640010	Landfill - Tires	16,000	16,000	0
02-65-000-640011	Landfill - Refridge, Washers, Etc.	3,250	3,250	0
02-65-000-640012	Landfill - Scale Certification	5,000	5,000	0
	Car & PU Truck Fees (Coupons)	0	400,000	+400,000
	Fees - Wood Pallet Disposal	0	19,500	+ 19,500
	Fees - Regis of Collectors	<u>0</u>	<u>9,500</u>	<u>+ 9,500</u>
	<b>TOTAL</b>	<b>\$ 84,250</b>	<b>\$483,250</b>	<b>\$+399,000</b>



# CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ  
MAYOR

(203) 797-4511

May 27, 1993

Honorable Members of the Common Council  
City of Danbury, Connecticut

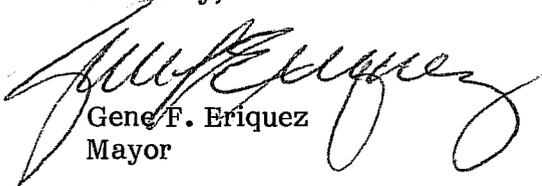
Dear Council Members:

Attached is a resolution establishing permit and user fees associated with the use of the City of Danbury Recycling Center and Landfill for Fiscal Year 1993-94.

This resolution contains that which is necessary to accommodate Danbury residents who choose not to contract with a collector.

Thank you for your cooperation.

Sincerely,



Gene F. Enriquez  
Mayor

GFE:sr



## RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

\_\_\_\_\_ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Danbury Code of Ordinances authorizes the establishment of Passenger and Non-Passenger Vehicle Permit and User Fees for the use of the Danbury Recycling Center and the Danbury landfill site; and

WHEREAS, the following Permit and User Fees represent a fair and equitable means of defraying a portion of the annual cost of operating the Danbury Recycling Center and the Danbury landfill site;

NOW, THEREFORE, BE IT RESOLVED THAT the Permit Fees for Passenger vehicles and Non-Passenger/Non-Commercial vehicles with a rated capacity of one ton or less, without modifications which would affect the rated capacity, and registered to a Danbury resident, shall be fixed by the Common Council, in the form of a fee schedule, attached hereto as Schedule A. The Permit shall allow the following:

(a) The Permit, when presented in combination with a sufficient number of Recycling Solid Waste (RSW) coupons, shall allow the disposal of residentially generated Municipal Solid Waste (with the exception of those Additional Wastes and Listed Permitted Wastes identified in Schedule A), generated by the household of the permit holder, at the Danbury landfill site. RSW coupons may be purchased from the City, at the rate established in Schedule A.

(b) The Permit shall allow the disposal of residentially generated recyclables, including, but not limited to, newspapers, cardboard, as well as food and beverage containers composed of plastic, metal or glass at the Danbury Recycling Center.

(c) The Permit shall allow the disposal of leaves for composting at the Danbury landfill site.

(d) The Permit, when presented in combination with a sufficient number of RSW coupons, shall allow for the disposal of Additional Wastes as set forth in Schedule A.

(e) The Permit, when presented in combination with a sufficient number of RSW coupons, shall allow for the purchase of Recycled Materials, as set forth in Schedule A.

(f) All Passenger vehicles bearing Disabled Veteran, Handicapped Permit or POW registration plates shall be exempted from the provisions hereof relating to permit fees. The owner of any such vehicle may obtain an Annual Passenger Vehicle Permit upon request.



## RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

\_\_\_\_\_ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

BE IT FURTHER RESOLVED THAT a Special Permit shall be issued for any vehicles delivering certain Listed Permitted Wastes, generated in the City of Danbury (or as authorized pursuant to an agreement between the City of Danbury and the HRRRA or any other municipality) and described in Schedule A. An additional fee, as provided for in Schedule A, shall be charged for the disposal of said wastes.

BE IT FURTHER RESOLVED THAT all bills which remain unpaid for more than thirty (30) days after the date when payment is due, shall accrue interest from the date of billing at the rate of one and one-half (1-1/2%) percent per month; provided, however, that in no event shall any such interest charge be less than three (\$3.00) dollars, and

BE IT FURTHER RESOLVED THAT the provisions hereof and of Schedule A shall take effect on July 6, 1993.

SCHEDULE A  
 RECYCLING AND SOLID WASTE  
 FEE SCHEDULE 1993-1994

Title	Unit	Unit \$	Number of Coupons
<b>CARS &amp; PICKUP TRUCKS - FEES</b>			
Residential Municipal Solid Waste (MSW)	50 LBS * (* Or fraction of 50 LBS)	\$ 2/50 LBS	1 @ \$ 2.00
<b>ADDITIONAL WASTES - FEES</b>			
Tires <= 16.5" Rim	each	\$ 2/each	1 @ \$ 2.00
Tires > 16.5" Rim	each	\$ 10/each	5 @ \$ 2.00
Refridg/Air Cond (freon)	each	\$ 16/each	8 @ \$ 2.00
Washers/Dryer/Mattress	each	\$ 10/each	5 @ \$ 2.00
Certified Scale	each	\$ 6/each	3 @ \$ 2.00
<b>RECYCLED MATERIALS - SALES</b>			
Firewood - split	cord	\$ 80/cord	4 @ \$ 20.00
	half cord	\$ 40/half cord	2 @ \$ 20.00
	qtr cord	\$ 20/qtr cord	1 @ \$ 20.00
Firewood - unsplit	cord	\$ 40/cord	2 @ \$ 20.00
	half cord	\$ 20/half cord	1 @ \$ 20.00
	qtr cord	\$ 10/qtr cord	5 @ \$ 2.00
Compost & Woodchips	60 gals	\$ 2/60 gals	1 @ \$ 2.00
	6 ft P/U	\$10/6 ft P/U	5 @ \$ 2.00
	8 ft P/U	\$14/8 ft P/U	7 @ \$ 2.00
<b>LISTED PERMITTED WASTES - FEES</b>			
Wood Palletts, Brush,	ton	\$ 80/ton	4 @ \$ 20.00
Stumps	ton	\$ 80/ton	4 @ \$ 20.00
<b>PERMITS - TRUCKS FOR LISTED PERMITTED WASTES</b>			
	each truck	\$ 100/each	Not Applic.
<b>PERMITS - CARS &amp; PICKUP TRUCKS</b>			
Recycling & Solid Waste	each	\$ 0.00/each	Not Applic.
<b>RECYCLING AND SOLID WASTE COUPONS (RSW COUPONS) - 1993-1994</b>			
RSW Coupons for use with Schedule A will be available in denominations of \$ 2.00 and \$ 20.00. The \$ 2.00 RSW Coupons will be sold in booklets of 10 coupons or singularly. The \$ 20.00 RSW Coupons will be sold individually.			



# CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ  
MAYOR

(203) 797-4511

May 27, 1993

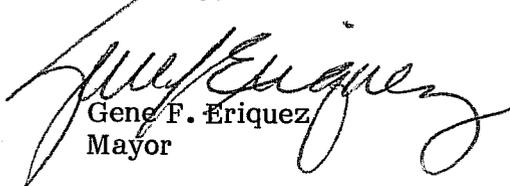
Honorable Members of the Common Council  
City of Danbury, Connecticut

Dear Council Members:

The City of Danbury expects to receive the Binding Arbitration Award on Wednesday, May 26, 1993 from the Panel of Arbitrators in the matter regarding the Danbury Firefighters Local 801.

At this Special Meeting of the Common Council, it is our intent to present you with the decision for your review and consideration.

Sincerely,



Gene F. Enriquez  
Mayor

GFE:sr

Roll call  
item 6

COMMON COUNCIL - ROLL CALL

<u>NAME</u>	<u>YES</u>	<u>NO</u>
MICHAEL S. FAZIO	✓	
HARRY W. SCALZO	✓	
MICHAEL FALZONE	✓	
BERNARD P. GALLO		
THOMAS J. ARCONTI	✓	
EILEEN S. COLADARCI	✓	
ERNEST M. BOYNTON	✓	
KATHLEEN M. DENNEHY		
CHRISTOPHER C. SETARO		
DEBORAH GOGLIETTINO	✓	
JOSEPH DaSILVA	✓	
JOHN ESPOSITO	✓	
DEAN E. ESPOSITO	✓	
DOROTHY OUTLAW	✓	
ANTHONY CASSANO		
LOUIS T. CHARLES	✓	
JANET D. BUTERA		
ALFRED CIPRIANI		
JOSEPH SCOZZAFAVA	✓	
DANIEL TRCOLLA	✓	
ROBERT YAMIN	✓	

15 yes

RETURN OF SERVICE

By virtue of the within warning, I have served Notice on each of the members of the Common Council of the City of Danbury, of the Special Meeting of said Board, each Notice duly signed by the Mayor and City Clerk, by leaving such written Notice with each of the following members of said Common Council, to-wit:

	<u>NAME</u>	<u>TIME</u>
1.	<i>C. Cassano</i>	<i>16:52</i>
2.	<i>D. Scoppafava</i>	<i>16:55</i>
3.	<i>T. Cord</i>	<i>17:05</i>
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Each Notice so served upon each member, all having been done by me on the date 05/26/93.

Attest: *B. J. Gault*  
Policemen of the City of  
Danbury

RETURN OF SERVICE

By virtue of the within warning, I have served Notice on each of the members of the Common Council of the City of Danbury, of the Special Meeting of said Board, each Notice duly signed by the Mayor and City Clerk, by leaving such written Notice with each of the following members of said Common Council, to-wit:

	<u>NAME</u>	<u>TIME</u>
1.	<i>Paul Bryant</i>	<i>10:45</i>
2.	<i>Christopher Sefaw</i>	<i>8:25 PM</i>
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Each Notice so served upon each member, all having been done by me on this date 05/25/93.

Attest: *Pa M. C. #4978*  
Policemen of the City of  
Danbury

RETURN OF SERVICE

By virtue of the within warning, I have served Notice on each of the members of the Common Council of the City of Danbury, of the Special Meeting of said Board, each Notice duly signed by the Mayor and City Clerk, by leaving such written Notice with each of the following members of said Common Council, to-wit:

	<u>NAME</u>	<u>TIME</u>
1.	<i>M. Caladara</i>	<i>6 1856 PM</i>
2.	<i>Charles Walker</i>	<i>10:00</i>
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Each Notice so served upon each member, all having been done by me on this date 5/25/93.

Attest: *PO Brian Wood*  
Policemen of the City of  
Danbury

RETURN OF SERVICE

By virtue of the within warning, I have served Notice on each of the members of the Common Council of the City of Danbury, of the Special Meeting of said Board, each Notice duly signed by the Mayor and City Clerk, by leaving such written Notice with each of the following members of said Common Council, to-wit:

	<u>NAME</u>	<u>TIME</u>
1.	James W. Quillen	7:30 PM
2.	J. Dunne	5:40 PM
3.	M. J. Smith	9:05
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Each Notice so served upon each member, all having been done by me on this date 05/25/93.

Attest: [Signature]  
Policemen of the City of  
Danbury

RETURN OF SERVICE

By virtue of the within warning, I have served Notice on each of the members of the Common Council of the City of Danbury, of the Special Meeting of said Board, each Notice duly signed by the Mayor and City Clerk, by leaving such written Notice with each of the following members of said Common Council, to-wit:

<u>NAME</u>	<u>TIME</u>
1. ALFRED CIPRIANI (RBS)	1838
2. MICHAEL FAZIO (RBS)	1850
3. HARRY SCALZO (RBS)	1856
4. JOSEPH DASILVA (RBS)	1900
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10. (RBS)	
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Each Notice so served upon each member, all having been done by me on this date May 25, 1923.

Attest: Robert B. Shuh #31  
Policemen of the City of  
Danbury

RETURN OF SERVICE

By virtue of the within warning, I have served Notice on each of the members of the Common Council of the City of Danbury, of the Special Meeting of said Board, each Notice duly signed by the Mayor and City Clerk, by leaving such written Notice with each of the following members of said Common Council, to-wit:

	<u>NAME</u>	<u>TIME</u>
1.	GAZCO	1650
2.	YAMIN	1711
3.	FARZON	1724
4.	ARCANT	1813
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Each Notice so served upon each member, all having been done by me on this date 05/23/83.

Attest: P.O. [Signature]  
Policemen of the City of  
Danbury

RETURN OF SERVICE

By virtue of the within warning, I have served Notice on each of the members of the Common Council of the City of Danbury, of the Special Meeting of said Board, each Notice duly signed by the Mayor and City Clerk, by leaving such written Notice with each of the following members of said Common Council, to-wit:

	<u>NAME</u>	<u>TIME</u>
1.	Louis T. Charles	1745
2.	Tom Butts	1930
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Each Notice so served upon each member, all having been done by me on this date 5/25/93.

Attest: [Signature]  
Policemen of the City of  
Danbury

RETURN OF SERVICE

By virtue of the within warning, I have served Notice on each of the members of the Common Council of the City of Danbury, of the Special Meeting of said Board, each Notice duly signed by the Mayor and City Clerk, by leaving such written Notice with each of the following members of said Common Council, to-wit:

	<u>NAME</u>	<u>TIME</u>
1.	<i>John J. Spout</i>	907 pm
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Each Notice so served upon each member, all having been done by me on this date 052693.

Attest: *Kenneth*  
Policemen of the City of  
Danbury