

COMMON COUNCIL - SPECIAL MEETING

February 17, 1988

Meeting to be called to order at 7:00 P.M. by the Honorable Joseph H. Sauer, Mayor.

PLEDGE OF ALLEGIANCE TO THE FLAG

PRAYER

ROLL CALL

✓ Bourne, ✓ Connell, Gallo, Moran, Renz, Esposito, Godfrey, Flanagan, Zotos, ✓ Cresci, Nimmons, Fazio, Shaw, Cassano, Charles, Butera, Danise, DaSilva, Eriquez, Regan, Weiss

15

Present

6

Absent

NOTICE OF THE SPECIAL MEETING - To be held on the 17th day of February, 1988 at 7:00 P.M. in the Common Council Chambers in City Hall, for the purpose of acting upon the following:

- ✓ 1. REPORT - Danbury Bethel Intermunicipal Agreement.
2. ORDINANCE - Ordinance Appropriating \$44,600,000 for Improvements to the Wastewater Treatment System and Authorizing the Issurance of not exceeding \$44,600,000 Bonds of the City to meet said Appropriation and Pending the issue thereof, the making of temporary borrowings for such purpose.

PUBLIC SPEAKING SESSION

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

CITY OF DANBURY

To: Common Council, City of Danbury

A special meeting of the Common Council _____ of the City of Danbury will be held on the 17th day of February 19 88 at 7:00 o'clock p.m., at the City Hall in said Danbury.

For the purpose of

1. REPORT - Danbury Bethel Intermunicipal Agreement.
2. ORDINANCE - Ordinance Appropriating \$44,600,000 for Improvements to the Wastewater Treatment System and Authorizing the Issuance of not exceeding \$44,600,000 Bonds of the City to meet said Appropriation and Pending the issue thereof the making of temporary borrowings for such purpose.

Dated at Danbury, this 11th day of February 1988.

Joseph H. Saw Mayor
Elysebeth Mudge 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.

Joseph H. Saw Mayor

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>Arvey Flanagan</i>	1649
2.	<i>Richard [unclear]</i>	1653
3.	<i>W. [unclear]</i>	1659
4.	<i>Florence Wren</i>	1707
5.	<i>Pete Godfrey</i>	1734
6.	<i>Mari Ann Donesi</i>	1740
7.	<i>Janny Davis</i>	1751
8.	<i>Art Regan</i>	1800
9.	<i>Linda DeSilva</i>	1806
10.	<i>Jen [unclear]</i>	1928
11.	<i>Nancy R. Hamrick</i>	1948
12.	<i>Janet Bluten</i>	2018
13.	<i>Harold Fayos</i>	2045
14.	<i>John [unclear]</i>	2151
15.	<i>Kieren Keefe</i>	2205
16.	<i>Lisa M. Bourne</i>	1348
17.	<i>Richard [unclear]</i>	1408
18.	<i>William H. Shaw</i>	1430
19.	<i>[unclear]</i>	02/12 1942
20.	<i>B. Cassano</i>	02/12 2006
21.	<i>Paul [unclear]</i>	02/12 2100

Each Notice so served upon each member, all having been done by me on this date _____.

Attest: *[Signature]*
 Policemen of the City of
 Danbury



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

~~JAMES X DYER X MAYOR~~

COMMON COUNCIL

REPORT

February 17, 1988

Honorable Mayor Joseph H. Sauer
Honorable Members of the Common Council

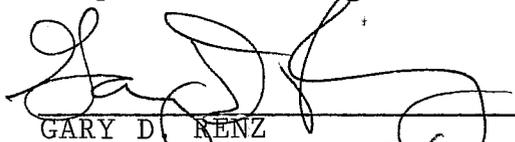
Re: Danbury Bethel Intermunicipal Agreement

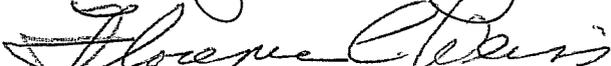
The Common Council Committee appointed to review the Intermunicipal Sewer Agreement with Bethel met at 7:00 P.M. on February 16, 1988 in Room 432 in City Hall. In attendance were committee members Regan, DaSilva, and Esposito. Also in attendance were Superintendent of Public Utilities William Buckley, City Engineer Jack Schweitzer, Assistant Corporation Counsel Laszlo Pinter and Comptroller Dominic Setaro.

Mr. Buckley explained that Danbury and Bethel are under State mandate to upgrade the Danbury Sewage Treatment Plant and turn the Bethel plant into a pump station to send sewage to the Danbury plant. Mr. Buckley went over each section of the agreement and explained that much time has been spent on this agreement and that he, Mr. Schweitzer, Mr. Setaro and Attorney Pinter feel it is a good one. Mr. Buckley stated that sewer rates will double or triple in cost if additional grant money is not received from the State. At this time the City is still working on this. The total cost of this project is approximately \$45,000,000. The State will grant approximately 20% and a low interest loan for the remainder of all eligible expenses which would be approximately \$3,900,000 at this time. The City is still working on this figure. Bethel is to pay 13.79% of the cost of the total project which is based on Bethel's proposed 13.79% useage of the facility.

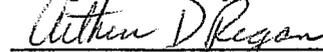
Mr. Setaro explained that the reason we need approval now while the dollar amounts are still vague is that we are under court order to sign the agreement before April 6, 1988.

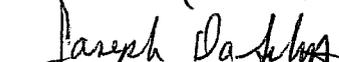
Mr. DaSilva made a motion to approve the agreement and send it to public hearing. Seconded by Mr. Esposito. Motion carried unanimously.


GARY D. RENZ


FLORENCE WEISS

Respectfully submitted,


ARTHUR D. REGAN, Chairman


JOSEPH DaSILVA


JOHN ESPOSITO



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

~~JAMES X DYER X MAYOR~~

COMMON COUNCIL

REPORT

February 17, 1988

Honorable Mayor Joseph H. Sauer
Honorable Members of the Common Council

Re: Danbury Bethel Intermunicipal Agreement

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Mr. Setaro explained that the reason we need approval now while the dollar amounts are still vague is that we are under court order to sign the agreement before April 6, 1988.

Mr. DaSilva made a motion to approve the agreement and send it to public hearing. Seconded by Mr. Esposito. Motion carried unanimously.

Respectfully submitted,

GARY D. RENZ

ARTHUR D. REGAN, Chairman

FLORENCE WEISS

JOSEPH DaSILVA

JOHN ESPOSITO

AGREEMENT FOR SEWER SERVICE BETWEEN
THE CITY OF DANBURY AND THE TOWN OF BETHEL

THIS AGREEMENT made this _____ day of _____, 1988 by and between the City of Danbury ("Danbury"), acting herein by its Mayor, and the Town of Bethel ("Bethel"), acting herein by its First Selectman, and together with Danbury (the "Municipalities"), both parties being municipal corporations situated in the County of Fairfield, State of Connecticut.

W I T N E S S E T H :

WHEREAS, the Municipalities each desire to treat sewage generated within their respective corporate boundaries to meet effluent standards imposed by the Connecticut Department of Environmental Protection (the "DEP") and the United States Environmental Protection Agency (the "EPA"); and

WHEREAS, these standards cannot be met by the existing sewage treatment plants located in each of the Municipalities; and

WHEREAS, the Municipalities authorized a study to determine the most cost effective solution to their respective sewage problems; and

WHEREAS, such study, performed by Greiner Inc., concluded that the most cost effective solution was to upgrade the existing sewage treatment plant located in Danbury in order to treat sewage generated within each of the Municipalities, to demolish the existing sewage treatment plant located in Bethel, to construct on the Bethel site a pumping station to convey a portion of the sewage generated within each of the Municipalities into such upgraded plant and to make further related improvements; and

WHEREAS, this solution was approved by the DEP and the EPA in two stipulated judgments in the cases of Stanley J. Pac, Commissioner of Environmental Protection v. City of Danbury (Superior Court Judicial District of Hartford Docket No. CV-86-0322335S) and Stanley J. Pac, Commissioner of Environmental Protection v. Town of Bethel (Superior Court Judicial District of Hartford Docket No. CB-86-0322334S) (the "Judgments"); and

WHEREAS, the Municipalities desire to implement the solution by sharing the total costs of construction, operation and maintenance of the upgraded plant and related improvements, and intend to fund a major portion of the costs of construction by loans and grants from the State of Connecticut Clean Water

Fund under the provisions of Sections 22a-475 through 22a-483 of the Connecticut General Statutes, as amended (the "Clean Water Fund Program") and any other federal or state grants which may be available therefor;

NOW THEREFORE, in consideration of the covenants herein contained the parties to agree as follows:

SECTION 1. DEFINITIONS

Section 1.1. For the purposes of this Agreement, the following words and terms shall have the respective meanings set forth below:

"Average Daily Flow" shall mean an average number of gallons of sewage generated in Bethel per day to be conveyed, treated and disposed through the Facilities on an annual (calendar year) basis.

"Bethel's Local Share" shall mean that amount equal to 13.79% of the Ineligible Costs.

"Eligible Water Quality Project Costs" shall have the meaning attributed to such term in Section 22a-475(7) of the Connecticut General Statutes.

"Facilities" shall mean the Upgraded Plant, a force main, a gravity main expansion, if such gravity main expansion is determined to be necessary after completion of final plans and specifications, and a pumping station, all as described generally in the Wastewater Management Facilities Plan.

"Ineligible Costs" shall mean those costs of construction of the Facilities which are not Eligible Water Quality Project Costs under the Clean Water Fund Program.

"Operation and Maintenance Costs" shall mean the costs of labor, materials, chemicals, power, fuel, equipment, administration and other expenditures, including capital expenditures, directly attributable to the operation of the Facilities, but excluding the costs of debt service on obligations issued to finance the Facilities.

"Peak Flow" shall mean the instantaneous rate of flow of sewage as measured by meters at the pumping stations.

"Project Loan and Project Grant Agreement" shall mean the agreement to be entered into by and between the State and Danbury pursuant to and providing funding for construction of the Facilities under the Clean Water Fund Program.

"State" shall mean the State of Connecticut.

"Stony Hill Agreement" shall mean that agreement by and between the Municipalities dated October 24, 1978, regarding the disposal of sewage generated in the Stony Hill district of Bethel.

"Upgraded Plant" shall mean the existing sewage treatment plant located in Danbury as it shall be modified in order to meet effluent standards set forth in the National Pollution Discharge Elimination Standards Permit issued by the State, as such permit may be modified from time to time, for an average treatment capacity of 14.5 million gallons per day, and related improvements thereto.

"Wastewater Management Facilities Plan" shall mean the "Wastewater Management Facilities Plan" dated March 1983 prepared by Cahn, Inc. of Wallingford, Connecticut, as amended by "Amendment To The Wastewater Management Facilities Plan For Danbury And Bethel Connecticut" prepared by Greiner, Inc. of Wallingford, Connecticut and approved by the DEP on [February 24], 1988.

SECTION 2. CONSTRUCTION OF THE FACILITIES

Section 2.1. Danbury shall construct the Facilities in accordance with the Wastewater Management Facilities Plan and with final plans and specifications to be approved by DEP. Danbury shall comply with the schedule for construction and operation of the Facilities stipulated to by the Municipalities in the Judgments, as the same may be modified from time to time; provided, however, that Danbury's obligation to construct is conditioned upon and shall not arise until such time as the following shall have incurred: (i) execution and delivery of a Project Loan and Project Grant Agreement; (ii) appropriation of monies and authorization of bonds by Danbury in an amount equal to the estimated total project costs; and (iii) appropriation of monies and authorization of bonds by Bethel in an amount equal to Bethel's Local Share and 13.79% of the estimated project loan amount under the Project Loan and Project Grant Agreement.

Section 2.2. Danbury agrees to submit to Bethel for Bethel's information all reports, plans and specifications for construction of the Facilities prior to submission of same to the DEP or to the EPA.

Section 2.3 The Municipalities agree to cooperate with each other and to exercise their best efforts to assist each other in obtaining all necessary permits, easements and rights of way in connection with the construction, operation and maintenance of the Facilities.

SECTION 3. FINANCING THE FACILITIES

Section 3.1. Danbury shall file in a timely fashion and on behalf of Bethel and itself all necessary applications and supporting data with the DEP in order to obtain Clean Water Fund Program financing for the costs of construction of the Facilities.

Section 3.2. The Municipalities shall each make the necessary appropriations and bond authorizations required by Section 2.1 hereof.

Section 3.3. Danbury shall execute and deliver on behalf of Bethel and itself the Project Loan and Project Grant Agreement. The Municipalities expect that pursuant to such Project Loan and Grant Agreement Danbury shall issue an interim funding obligation in an amount equal to the project loan amount approved set forth therein and shall requisition advances against such interim funding obligation from the State as further provided therein. Upon written request by Danbury accompanied by evidence that Ineligible Costs have been incurred by or on behalf of Danbury for construction of the Facilities, Bethel shall reimburse Danbury for 13.79% of such incurred Ineligible Costs. If Danbury submits such requisitions and evidence that such amounts have been incurred by Danbury on or before noon of the second business day of the month, Bethel shall reimburse Danbury the requisitioned amount by the twelfth business day of the month.

Section 3.4. The Municipalities agree that Bethel is responsible for 13.79% of the costs of construction of the Upgraded Plant and 100% of the costs of construction of the pumping station, force main and gravity expansion. The Municipalities further agree that any costs incurred in connection with new construction or expansion or renovation of facilities required to provide the service set forth in subsection 4.1(c) hereof shall be borne entirely by Bethel. The Municipalities expect that Bethel shall issue a project loan obligation to the State under the Project Loan and Project Grant Agreement to permanently finance its share of the project loan amount thereunder; if, however, Danbury shall issue a project loan obligation under the Project Loan and Project Grant Agreement to permanently finance the total project loan amount thereunder, Bethel shall reimburse Danbury for 13.79% of the amount of the project loan attributable to the Upgraded Plant and 100% of the amount of the project loan attributable to the pumping station, force main and gravity expansion.

Section 3.5 In consideration of the terms of this Agreement, Bethel shall pay to Danbury the sum of \$1,000,000 within 30 days of completion of construction of the Facilities and commencement of service pursuant to Section 4 hereof. In the event that the Facilities have not been placed in operation by April 1, 1992, the foregoing payment shall be renegotiated to

reflect additional depreciation and costs. Bethel shall also pay to Danbury within 30 days after the effective date of this Agreement the sum of \$2,758 to reimburse Danbury for Bethel's share of the cost of settlement of claims made against the Municipalities in the cases of Stanley J. Pac, Commissioner of Environmental Protection v. City of Danbury (Superior Court Judicial District of Hartford Docket No. CV-86-0322335S) and Stanley J. Pac, Commissioner of Environmental Protection v. Town of Bethel (Superior Court Judicial District of Hartford Docket No. CB-86-0322334S).

SECTION 4. OPERATION AND MAINTENANCE OF THE FACILITIES

Section 4.1. Bethel may discharge into the Upgraded Plant an Average Daily Flow in total not to exceed 2 million gallons per day in any calendar year. The Municipalities expect that sewage will be generated in Bethel and conveyed for treatment at the Upgraded Plant from the following locations and subject to the following limitations: (a) from the pumping station to be constructed at the location of the existing sewage treatment plant in Bethel, an Average Daily Flow of 1.33 million gallons per day, subject to a Peak Flow of 2800 gallons per minute; (b) from the north side of U.S. Interstate 84, as described more fully in the Stony Hill Agreement, sewage flow as provided in such Stony Hill Agreement, except that such Stony Hill Agreement is hereby amended to increase the Average Daily Flow Danbury will treat on behalf of Bethel from 75,000 gallons per day to 80,000 gallons per day, subject to a Peak Flow of 140 gallons per minute; and (c) from south of U.S. Interstate 84 along Route 6 in Bethel and including the vicinity of the intersection of Payne and Shelter Rock Roads, an Average Daily Flow of 590,000 gallons per day, subject to a Peak Flow of 1300 gallons per minute. In addition, Bethel may provide that domestic septic tank pumpage generated within Bethel shall be disposed at the Upgraded Plant, subject to all applicable rules, regulations and ordinances of Danbury.

Section 4.2. In the event that Bethel discharges an Average Daily Flow exceeding 2 million gallons per day in any calendar year Bethel shall not permit any new connections to be made to its sewage system and shall not approve any changes in use for existing customers of its sewage system. Bethel shall also pay Danbury an amount equal to that percentage of debt service on any interim funding obligations and project loan obligations issued pursuant to the Project Loan and Project Grant Agreement and on obligations issued by Danbury to finance its share of Ineligible Costs, retroactive to dates of issue, equal to the difference between that percentage of 14.5 million gallons per day of sewage actually discharged into the Upgraded Plant by Bethel in such calendar year and 13.79%.

Section 4.3. Danbury shall maintain the Facilities, excluding the pumping station and force main, and shall bill Bethel semiannually each year for Bethel's proportionate share of the Operation and Maintenance Costs of the Facilities, said proportionate share shall be computed by multiplying the annual Operation and Maintenance Costs to Danbury for the Facilities, which costs shall be separately tabulated, by the percentage of the total annual flow of sewage into the Facilities which is attributable to Bethel. Bethel shall also be responsible for its proportionate share of the operation and maintenance cost of any pumping stations located in Danbury which convey to the Facilities sewage generated in Bethel. At the beginning of each fiscal year in Danbury, the Danbury City Engineer shall estimate Bethel's proportionate share for said ensuing fiscal year, and shall certify said estimated share to both Danbury and Bethel, and Bethel shall pay said estimated share to Danbury on a semi-annual payment commencing on the first day of the Danbury fiscal year. At the end of the Danbury fiscal year, the sum due Danbury from Bethel shall be determined on the basis of the annual metered flow of sewage from Bethel into Danbury, and any balance thus determined to be owing by Bethel shall be promptly paid by it to Danbury. In the event Bethel shall have paid more than its proper share for the preceding year as thus determined, the amount of said overpayment shall be credited against payment next becoming due from Bethel.

Section 4.4. Danbury shall be responsible for all costs of maintenance and repairs of sewers within Danbury, excluding the force main to be constructed in connection with the Facilities. Bethel shall be responsible for all costs of maintenance and repairs of sewers within Bethel, the pumping station and the force main to be constructed in connection with the Facilities.

Section 4.5. Bethel shall adopt and enforce regulations controlling the use of its sewage system, including regulations regarding prohibited discharges into such sewage system, which regulations shall be at least as restrictive or stringent as those adopted by Danbury, which regulations or ordinances shall not be enacted or enforced in an unreasonable, arbitrary or capricious manner.

Section 4.6. In the event it becomes necessary during the term of this Agreement to make extraordinary repairs or replacements due to the discharge of prohibited substances in the sewage system of either Bethel or Danbury the Municipality responsible pursuant to Section 4.4 herein for maintenance of the damaged portion of the sewage system shall repair such damage and shall obtain reimbursement for all costs incurred therewith from either (i) the discharging party, if the discharge occurred within its corporate boundaries; or (ii) the other Municipality, if the discharge occurred within the corporate boundaries of the other Municipality.

Section 4.7. Both Municipalities shall, at all reasonable times and without notice, have the right by their duly authorized agents or employees to inspect the Facilities to assure themselves that construction, operation and maintenance of the Facilities are being carried out in a satisfactory manner.

SECTION 5. REPRESENTATIONS AND WARRANTIES

Section 5.1. Danbury hereby represents and warrants to Bethel that (i) Danbury is and will continue to be a body politic and corporate, validly existing under the laws of the State of Connecticut and with the power to execute and deliver this Agreement; (ii) that the execution and delivery by Danbury of this Agreement have been duly authorized by Danbury in conformity with all applicable laws, including its charter, and no proceedings or authority for the execution and delivery of this Agreement have been repealed, rescinded or revoked; (iii) this Agreement, upon the execution and delivery hereof, will be a legal, valid and binding obligation of Danbury enforceable against it in accordance with its respective terms; (iv) no litigation of any nature is now pending or, to the best of Danbury's knowledge, threatened which would restrain or enjoin the execution or delivery of this Agreement or in any manner question the authority or proceedings for the execution or delivery of this Agreement.

Section 5.2. Bethel hereby represents and warrants to Danbury that (i) Bethel is and will continue to be a body politic and corporate, validly existing under the laws of the State of Connecticut with the power to execute and deliver this Agreement; (ii) that the execution and delivery by Bethel of this Agreement have been duly authorized by Bethel in conformity with all applicable laws, and no proceedings or authority for the execution and delivery of this Agreement have been repealed, rescinded or revoked; (iii) this Agreement, upon the execution and delivery hereof, will be a legal, valid and binding obligation of Bethel enforceable against it in accordance with its respective terms; (iv) no litigation of any nature is now pending or, to the best of Bethel's knowledge, threatened which would restrain or enjoin the execution or delivery of this Agreement or in any manner question the authority or proceedings for the execution or delivery of this Agreement.

SECTION 6. RESOLUTION OF CLAIMS/DISPUTES

Section 6.1. All claims, demands, disputes, differences, controversies and misunderstandings that may arise between Bethel and Danbury under this Agreement, shall be submitted to and be determined and settled by arbitration, in the manner hereinafter set forth, to wit:

Either Municipality may be written notice appoint an arbitrator. Thereupon, within 10 days after the giving of such notice, the other Municipality shall by written notice to the former, appoint another arbitrator, and in default of such appointment, the arbitrator first appointed shall be the sole arbitrator. When any two arbitrators have been appointed as aforesaid, they shall agree upon a third arbitrator and shall appoint him by notice, in writing, signed by both of them in triplicate, one of which triplicate notices shall be given to each Municipality hereto. Upon appointment of the third arbitrator the three arbitrators shall meet and shall give opportunity to each Municipality hereto to present its case and witnesses, if any, in the presence of the other, and shall then make their award; and the award of the majority of the arbitrators shall be binding upon the Municipalities hereto and judgment may be entered thereon in any court having jurisdiction. Such award shall include the fixing of the expense of the arbitration and assessment of same against either or both Municipalities.

SECTION 7. TERM AND SEVERABILITY

Section 7.1. This Agreement shall remain in full force and effect for a term of 40 years; provided, however that Sections 4.1 and 4.2 hereof may be renegotiated at Bethel's request after a period of 20 years from completion of construction of the Facilities and commencement of service as provided therein.

Section 7.2. In the event that there shall be a final adjudication that any provisions or provision of this Agreement is or shall be invalid, illegal, or contrary to public policy, such provisions or provision shall be deemed and construed to be severable from the remaining provisions of this Agreement, which shall continue in full force and effect, unless the provision or provisions so adjudicated are so essential to the Agreement as to render performance of the Agreement impossible in their absence.

IN WITNESS WHEREOF, the Municipalities have caused this agreement to be executed by their authorized officers and their respective seals to be hereunto affixed as of the date first above written.

In the presence of:

CITY OF DANBURY, CONNECTICUT

By: _____

Its Mayor

TOWN OF BETHEL, CONNECTICUT

By: _____

Its First Selectman



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

~~JAMES E. DYER, MAYOR~~

COMMON COUNCIL

REPORT

February 17, 1988

Honorable Mayor Joseph H. Sauer
Honorable Members of the Common Council

Re: PAC v. Danbury

The Common Council Committee appointed to review PAC v. Danbury met at 7:45 P.M. on February 16, 1988 in City Hall. In attendance were Committee Members Nimmons, Regan and DaSilva. Also in attendance were Superintendent of Public Utilities William Buckley, City Engineer Jack Schweitzer, Comptroller Dominic Setaro, Assistant Corporation Counsel Laszlo Pinter and Common Council Member John Esposito, ex-officio.

Mr. Pinter presented an ordinance for appropriating funding for the renovation project at the sewer treatment plant. He explained that the City is working hand in hand with the State to guarantee the approvals are granted in the time frame set in the court order. He said that the ordinance set for the bonding of \$44,600,000 for the renovation of the sewage system which is part of the interlocal agreement with Bethel. This is the total amount, not counting funding from Bethel or the State. This amount must be present to the public although much will come back in grants and loans. The financing must be in place by April 15, 1988. The referendum will be held on April 14, 1988. A public hearing must be held on March 8, 1988 in order to meet all deadlines.

Mr. Setaro stated that the \$44,600,000 cost was obtained by taking the total cost of 45 million, minus the cost of the demolition of the existing Bethel treatment plant. There are no set figures on State funding, but the gross amount (\$44,600,000) must be sent to referendum. If the referendum is defeated, the State will immediately go to Court to get an order for the legislative body to appropriate the funds and approve the building of the upgraded plant. City personnel are working with Rep. Lynn Taborsak to get additional funding from the State. They are also trying to get the State to give some concrete figures on funding before the public hearing.

Mr. Regan moved 1. that the renovation project go to a public hearing before the Common Council, acting on the Water Pollution Control Authority and such renovation project also be referred to the Planning Commission; and 2. The appropriate ordinance be referred to a public hearing and subsequent adoption by the Common Council be obtained; and 3. The Water Pollution Control Authority approve the Renovation Project. Seconded by Mr. DaSilva. Motion carried unanimously.

Respectfully submitted,

JAMES E. NIMMONS, Chairman

ARTHUR D. REGAN

JOSEPH DaSILVA

ROBINSON & COLE

LAW OFFICES

ONE COMMERCIAL PLAZA
HARTFORD, CONNECTICUT 06103-3597
203-275-8200

FINANCIAL CENTRE
POST OFFICE BOX 10305
STAMFORD, CONNECTICUT 06904-2305
203-964-1200

TELECOPIER HARTFORD 203-275-8299
TELECOPIER STAMFORD 203-359-8576
TELEX BOTH OFFICES 99-4407

PLEASE REPLY TO HARTFORD

February 5, 1988

Eric L. Gottschalk, Esq.
Assistant Corporation Counsel
City of Danbury
City Hall
155 Deer Hill Avenue
Danbury, CT 06810

Re: An Ordinance Appropriating \$44,600,000 For Improvements
The Wastewater Treatment System And Authorizing The
Issuance Of Not Exceeding \$44,600,000 Bonds Of The City
To Meet Said Appropriation And Pending The Issue Thereof
The Making Of Temporary Borrowings For Such Purpose

Dear Eric:

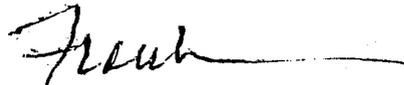
Enclosed please find the captioned bond ordinance and a set of proceedings to be followed in connection with its adoption.

As you know, the Common Council acting as the Water Pollution Control Authority and the Common Council must hold a public hearing on the ordinance prior to its enactment by the affirmative vote of at least two-thirds of the members of the Common Council. Each bond ordinance must be read in its entirety and be incorporated in the minutes of the Common Council meeting at which it is enacted. Notice of enactment of the bond ordinance must be published within ten days of its approval by the Mayor. The bond ordinance will be effective immediately upon its approval by a majority of the electors voting on the question at a referendum to be held for such purpose.

Eric L. Gottschalk, Esq.
Page 2
February 5, 1988

By copy of this letter, I am requesting the City Clerk to send me one plain copy of the minutes of the meetings of the Common Council, two newspaper affidavits of the publication of each Notice and the Certificate of Results of Referendum.

Very truly yours,



S. Frank D'Ercole

SFD:ctc

Enclosure

cc: Hon. Joseph H. Sauer, Jr., Mayor
Elizabeth A. Crudginton, City Clerk
Dominic A. Setaro, Jr., Acting
Director of Finance/Comptroller

AN ORDINANCE APPROPRIATING \$44,600,000 FOR IMPROVEMENTS TO THE WASTEWATER TREATMENT SYSTEM AND AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$44,600,000 BONDS OF THE CITY TO MEET SAID APPROPRIATION AND PENDING THE ISSUE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE

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

Section 1. The sum of \$44,600,000 is appropriated for the planning, design, acquisition, construction and equipping of improvements to the Danbury Regional Wastewater Treatment system, including but not limited to (a) renovations to the Danbury Wastewater Treatment Plant to add activated sludge nitrification tanks, upgrade buildings and roads and make further related improvements; (b) construction of a pumping station in Bethel; (c) construction of a force main in Bethel and Danbury and (d) related maintenance and operations facilities, all in accordance with the "Amendment To The Wastewater Management Facilities Plan For Danbury And Bethel, Connecticut" prepared by Greiner, Inc. of Wallingford, Connecticut (herein referred to as the "Project"), and for administrative, printing and legal costs related thereto, said appropriation to be inclusive of any and all Federal and State grants-in-aid thereof and payments received from the Town of Bethel pursuant to the interlocal agreement attached hereto as Exhibit A and hereby approved.

Section 2. To meet said appropriation \$44,600,000 bonds of the City, or so much thereof as shall be necessary for such purpose, shall be issued, in one or more series, maturing not later than the twentieth year after their date. Said bonds shall be issued in one or more series as determined by the Common Council and the amount of bonds of each series to be issued shall be fixed by the Common Council in the amount necessary to meet the cost of the Project, provided that the aggregate amount of bonds issued shall in no event exceed the actual cost or estimated cost as determined by said Council of the Project less the aggregate amount or estimated amount as determined by said Council of any Federal and State grants-in-aid thereof. The bonds of each series shall be issued in fully registered form, be in denominations of \$1,000 or a whole multiple thereof, be payable at a bank or trust company designated by the Mayor, be dated as of the first or fifteenth day of the calendar month in which they are issued or as of the first or fifteenth day of a calendar month within the three calendar month period next prior thereto, or as of the date of issue, be executed in the name of the City by the manual or facsimile signatures of the Mayor, the City Clerk and the City Treasurer, bear the City seal or a facsimile thereof, be certified by a bank or trust company designated by the Mayor which bank or trust company may be designated as registrar and transfer agent, and be approved as to

their legality by Messrs. Robinson & Cole, Attorneys-at-Law, of Hartford. They shall bear such rate or rates of interest as shall be determined by the Mayor. The bonds shall be general obligations of the City and each of the bonds shall recite that every requirement of law relating to its issue has been duly complied with, that such bond is within every debt and other limit prescribed by law, and that the full faith and credit of the City are pledged to the payment of the principal thereof and the interest thereon. The aggregate principal amount of the bonds, annual installments of principal, the date, time of issue and sale, and other terms, details and particulars thereof, shall be determined by the Common Council in accordance with the requirements of the General Statutes of Connecticut, as amended.

Section 3. The bonds shall be sold by the Mayor at public sale or private sale, in the discretion of the Mayor. If sold at public sale, the bonds shall be sold upon sealed proposals at not less than par and accrued interest on the basis of the lowest net interest cost to the City. A notice of sale describing the bonds and setting forth the terms and conditions of the sale shall be published at least seven days in advance of the sale in a recognized publication carrying municipal bond notices and devoted primarily to financial news and the subject of state and municipal bonds. Any premium received upon the sale of the bonds, less the cost of preparing, issuing and marketing them, shall be applied to the payment of the principal of the first of the bonds to mature and contributions from other sources for the payment thereof shall be reduced accordingly. If the bonds are sold at private sale, the agreements related thereto shall be approved by the Mayor.

Section 4. The Mayor is authorized to make temporary borrowings in anticipation of the receipt of the proceeds of said bonds. Notes evidencing such borrowings shall be signed by the manual or facsimile signatures of the Mayor, the City Clerk and the City Treasurer have the seal of the City or the facsimile thereof affixed, be payable at a bank or trust company designated by the Mayor, be approved as to their legality by Messrs. Robinson & Cole, Attorneys-at-Law, of Hartford, and be certified by a bank or trust company designated by the Mayor pursuant to Section 7-373 of the General Statutes of Connecticut, as amended. They shall be issued with maturity dates not more than two years from the date of issue, but notes issued with shorter maturities may be renewed from time to time by the issue of other notes provided the period from the date of issue of the original note or notes to the date of maturity of the last note or notes issued in renewal thereof shall not be more than two years or, subject to the provisions of Section 7-378a of the General Statutes of Connecticut, as amended, not more than four years. The notes shall be general obligations of the City and each of the notes shall recite that every requirement of law relating to its issue has been duly complied with, that such note is within every debt and other limit prescribed by law, and that the full faith and credit of the City are pledged to the payment of the principal

thereof and the interest thereon. The net interest cost on such notes, including renewals thereof, and the expense of preparing, issuing and marketing them, to the extent paid from the proceeds of such renewals or said bonds, shall be included as a cost of the Project. Upon the sale of said bonds the proceeds thereof, to the extent required, shall be applied forthwith to the payment of the principal of and the interest on any such notes then outstanding or shall be deposited with a bank or trust company in trust for such purpose.

Section 5. To meet any portion of the costs of the Project determined by the State of Connecticut Department of Environmental Protection to be eligible for funding under Sections 22a-475 to 22a-483 of the Connecticut General Statutes (the "Clean Water Fund Program") the City may issue interim funding obligations in anticipation of loan obligations in such denominations as the Mayor shall determine. The Mayor is hereby authorized to determine the amount, date, maturity, interest rate, form and other details and particulars of such interim funding obligations, subject to the provisions of the Clean Water Fund Program, and to execute, sell and deliver the same. Said notes shall be general obligations of the City and each of the notes shall recite that every requirement of law relating to its issue has been duly complied with, that such note is within every debt and other limit prescribed by law, and that the full faith and credit of the City are pledged to the payment of the principal thereof and the interest thereon.

Section 6. This ordinance shall become effective upon its approval at a Special City Meeting called by the Mayor for such purpose, pursuant to the revised City Charter.

Enacted by the Common Council: _____

Approved by the Mayor: _____ Date _____

Attest:

City Clerk

Date _____