

Meeting is called to order at 8:00 O'Clock P.M. by the Honorable Mayor, James E. Dyer.

PLEDGE OF ALLEGIANCE TO THE FLAG

PRAYER

ROLL CALL

Council Members - Johnson, Sollose, Foti, Torcaso, Esposito, Godfrey, Flanagan, Zotos, Chianese, Skoff, McManus, DaSilva, Gallo, Cassano, Charles, Boynton, Butera, Durkin, Eriquez, Farah, Torian.

Present Absent

NOTICES FROM MAYOR DYER

CONSENT CALENDAR

The Consent Calendar was

MINUTES ✓ Minutes of Common Council Meeting held on April 2, 1985.

The Minutes were

01 CLAIMS ✓ John Vanek - Sherri Clady - Mary Ellen Pacific - Helen Crowe - Action Pontiac/Volva - Danny Fredericks - William A. Asmar (Mutual Motors) ✓

The Claims to be referred to the Claims Committee and Corporation Counsel.

02 RESOLUTION ✓ - Community Development Block Grant Program - 11th year funding.

The Resolution was

03 RESOLUTION ✓ - Application for a Grant to upgrade public aircraft parking at Danbury Airport.

cc

The Resolution was

04 RESOLUTION ✓ - Right-of-Way Utility Adjustment - Relocation of U.S. Rt. 7

cc

The Resolution was

05 ✓

COMMUNICATION - Re: Resolution declaring 1985 as the Year to Reverse the Nuclear Arms Race.

The Communication was *Test*

06 ✓

COMMUNICATION - Request for authorization for Board of Education to apply for Grants.

The Communication was

07 ✓

COMMUNICATION - Request for extension of sewer & water lines to Redevelopment property on Liberty Street, Delay Street, Patriot Drive, White Street and Ives Street.

The request was *S & W & Co.*

08 ✓

COMMUNICATION - Petition of Oil Mill Associates to extend Sewer & Water lines to the Oil Mill Property on Oil Mill Road.

The Petition was *S & W & Co.*

09 ✓

COMMUNICATION - Request for waiver of bid procedure to purchase equipment for Shelter Rock Pump Station.

The Request was *Reed's Mfg. Co.*

010

COMMUNICATION - Request for waiver of bids for sidewalks & curbs for various schools.

The Request was

011 ✓

COMMUNICATION - Associated Construction Co. - City of Danbury West Lake Water Treatment Plant.

The Communication was

012 ✓

COMMUNICATION - Downtown Office space available.

The Communication was *Land Reg & Co.*

013 ✓

COMMUNICATION - Timely Residential Garbage Removal

The Communication was *Ord. Res. 9*

014 ✓

COMMUNICATION - Agreement for Danbury Hospital Emergency Room employees to ride in Danbury Fire Department Ambulances for observance and training purposes.

The Communication was *Test*

015 ✓

COMMUNICATION - Golden Hill Condominium/Golden Hill Road Right of Way.

The Communication was *Pub Wks & Co.*

016 ✓

COMMUNICATION - Request for transfer of uncollectible taxes to the Suspense List

The Communication was *CC*

017 ✓

COMMUNICATION - Request from Norwalk Savings Society to waive interest charge on delinquent tax payments.

The Communication was *CC*

018 ✓

COMMUNICATION - Request from Harold Eide for rental funds to have been collected by the Fair Rent Commission.

The Communication was *CC*

019 ✓

COMMUNICATION - Request for transfer of funds from Airport Budget to Capital Program Account.

The Communication was *CC*

020 ✓

COMMUNICATION - Request for committee for legislation re: re-inspection costs of construction projects.

The Communication was *to Public Wks & Co.*

021 ✓

COMMUNICATION - Parking Authority

The Communication was

022 ✓

COMMUNICATION - Promotions - Danbury Fire Department.

The Communication was accepted and promotions confirmed.

023 ✓

COMMUNICATION - Appointment to the Parking Authority.

The Communication was accepted and appointment confirmed.

024 ✓ DEPARTMENT REPORTS

Fire Chief
Fire Marshal
Building Inspector
Housing Inspector
Equal Rights & Opportunities
Coordinator of Environmental & Occupational Health Services.
The Reports were

Health Inspector
Airport Administrator
Blood Pressure Program

AD HOC COMMITTEE REPORTS

025 ✓
REPORT Request to improve Heyman Road.
cc The Report was

026 ✓
REPORT Request for an Ordinance to prohibit Municipal Employees from
serving on land use agencies.
The Report was *To Council as is*

027 ✓
REPORT - RESOLUTION & CERTIFICATION - Application for a Grant to add Taxiway (Delta) at Danbury
& Airport.
cc The Report was

028 ✓
REPORT - Request from BRT for Sewer & Water - Rose Lane.
cc The Report was

029 ✓
REPORT - Sewer & Water for G & K Associates - Newtown Road & Cross St.
cc The Report was

030 ✓
REPORT - Request of Joseph Heyman for Sewer & Water - National Place.
cc The Report was

031 ✓
REPORT - Sewer Extension for National Semi-Conductor - Eagle Road.
cc The Report was

032 ✓
REPORT - Water Extension for Paul Scavo - Industrial Plaza Road.
cc The Report was

COMMON COUNCIL MEETING AGENDA

MAY 7, 1985

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033
REPORT ✓

- Amendments to Ordinance re: Shopping Carts abandonment.

The Report was *to pub is.*

033-1 ✓

Committee for Non-Union personal

034

ORDINANCE ✓

- AN ORDINANCE MAKING APPROPRIATIONS FOR THE FISCAL YEAR BEGINNING JULY 1, 1985 AND ENDING JUNE 30, 1986.

The Ordinance was

*Budget or amended 1985 + 1 May (Halls)
and adopted as read by F.H.G. - " " " "
Connie + Charles*

035

RESOLUTION ✓

- A RESOLUTION LEVYING THE PROPERTY TAX FOR THE FISCAL YEAR BEGINNING JULY 1, 1985 AND ENDING JUNE 30, 1986.

McCormack + Boynton

The Resolution was

adopted 19-1 May (Halls)

PUBLIC SPEAKING SESSION

There being no further business to come before the Common Council,
a motion was made by _____ & seconded by _____ for the
Meeting to be adjourned at 11:30 O'Clock P.M.

RECEIVED ✓

APR 4 1985

OFFICE OF CITY CLERK

Dice, Minter & Carvalko, P. C.

Attorneys and Counsellors at Law

RICHARD A. DICE CT BAR
FRANCIS A. MINITER CT & NY BARS
JOSEPH R. CARVALKO, JR. CT & PATENT BARS
SHERMAN F. TURNER CT BAR
MARY B. RYAN CT BAR
RAYMOND P. YAMIN CT BAR
JOANNE M. RYAN CT BAR

420 HIGHLAND AVENUE, P. O. BOX 520 • CHESHIRE, CONNECTICUT 06410 • (203) 272-2777
153 WHITE STREET • DANBURY, CONNECTICUT 06810 • (203) 794-8822

REPLY TO: Danbury

April 2, 1985

City Clerk, City of Danbury
City Hall
155 Deer Hill Avenue
Danbury, Connecticut 06810

Re: John Vanek

Dear Sir or Madam:

In accordance with Section 13a-149 of the Connecticut General Statutes notice is hereby given of intention to bring an action pursuant to Section 13a-149:

1. Aggrieved and Injured Person:

John D. Vanek, of 12 Stone Street, Danbury, Connecticut 06810 hereby asserts his claim by reason of personal injury and property damage.

2. Date, Time, and Place Where Personal Injuries Occurred:

On March 15, 1985, at approximately 2300 hours on Lake Avenue within approximately 100 feet of Abbott Avenue, a public thoroughfare in the Town of Danbury, Connecticut the aggrieved person, John D. Vanek, was driving in a easterly direction in a 1985 Pontiac bearing license plate number 466-DKE when his car contacted a defect in the road surface and/or road design and was made to impact a large tree within the vicinity of said road.

3. Nature of Claim:

Damages for personal injuries are asserted. On the above mentioned date in time personal injuries were sustained to

wit: A splenectomy, closed hip dislocation, contusions, cuts, acute anxiety, and mental anguish. The probable effects of said injuries may involve permanent disabilities, but the full extent of injuries are not known at this time. Damages for property losses are asserted. Mr. Vanek's 1985 Pontiac Firebird vehicle identification number G2FS87S1FN214232, was rendered a complete loss as the result of said defects.

4. The General Summary of Facts Given Rise to Claim:

The portion of the road at or near Abbott Avenue, but on Lake Avenue was in an defective condition due to its road surface and/or the nature of the road design rendering a dangerous condition. Although Mr. John D. Vanek was observant in all reasonable respects there was not warning that the defects existed. While driving easterly on Lake Avenue said defect caused the automobile in which John Vanek was driving to move off the road surface and contact a tree with great force. It is the intention of John D. Vanek to initiate a lawsuit under Section 13a-149 of the Connecticut General Statutes as the result of this occurrence.

In addition the road was not reasonably safe, said road was defective because of the lack of any proper signal or warning of the dangerous condition existing at the time.

JOHN D. VANEK,
Aggrieved and Injured Person,

By: 

Joseph R. Carvalko, Esq.
Dice, Minitier & Carvalko, P.C.
153 White Street
Danbury, Connecticut
His Attorneys

Dated at Danbury, Connecticut, April 3, 1985.

1 ✓
RECEIVED

APR 17 1985

OFFICE OF CITY CLERK

105 Deer Hill Avenue
Danbury, CT 06810
April 14, 1985

Danbury City Clerk
City Hall
Deer Hill Avenue
Danbury, CT 06810

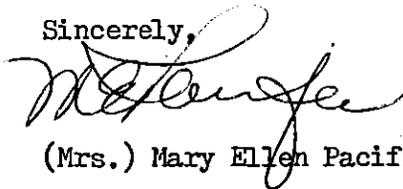
Dear Sir:

I hereby give notice that on February 23, 1985 at approximately 12:30 p.m., I fell down on the sidewalk in front of 68 Main Street. The fall was caused by a deep hole in the blacktopped sidewalk.

As a result of this fall, I broke my ankle which required the following inconveniences: wearing an uncomfortable cast for 7 weeks, losing 7 sick days from my job, incurring a large sum of doctor bills with prescriptions, and having to go to physical therapy for 9 sessions. Because of my impaired mobility, I also had to give up my JTPA job which paid \$120 per week for 15 weeks.

This, of course, does not include the mental anguish I suffered as a result of the fall.

Sincerely,



(Mrs.) Mary Ellen Pacific

rsm

SCOZZAFAVA, CHAN, MITCHELL & STELLJES

ATTORNEYS AT LAW
82 NORTH STREET
POST OFFICE BOX 119
DANBURY, CONNECTICUT 06810

VINGENT R. SCOZZAFAVA

(203) 794-1020

JAGKIE CHAN

DONALD A. MITCHELL

CHARLES F. STELLJES*

MARTIN J. LAWLOR, JR.

PETER S. VANNUCCI

GUY L. DePAUL

April 15, 1985

*ALSO ADMITTED IN NEW YORK

City of Danbury
City Clerk, Elizabeth Crudginton
City Hall
Danbury, Connecticut 06810

RECEIVED

APR 17 1985

Re: Sherri Clady
Date of Loss: February 13, 1985

OFFICE OF CITY CLERK

Dear Mrs. Crudginton:

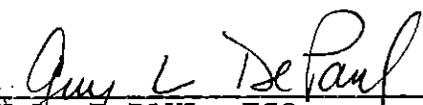
Pursuant to Section 13a-149 of the Connecticut General Statutes, notice is hereby given to you of the intention of the above mentioned individual to commence an action against the City of Danbury for injuries she suffered on February 13, 1985 at approximately 6:50 a.m.

Ms. Clady was operating her automobile on East Pembroke Road on the above mentioned date and time when due to icy road conditions she lost control of her automobile. That due to said icy conditions Ms. Clady's automobile collided with a school bus owned by the Danbury School District and operated by Ms. Kim Kramer. Ms. Clady was forced to suffer severe injuries to her right hand, which resulted in her losing numerous time from her employment and seeking medical treatment.

Whereby this office has been retained by Ms. Clady to pursue a cause of action against the City of Danbury pursuant to Section 13a-149 of the Connecticut General Statutes.

SHERRI CLADY

BY:


GUY L. DePAUL, ESQ.
SCOZZAFAVA, CHAN, MITCHELL & STELLJES
Her Attorneys

GLD/cs

2

COMMUNITY DEVELOPMENT PROGRAM

City of Danbury

142 Deer Hill Avenue
Danbury, Connecticut 06810

J. F. LOMBARDI, JR., *Executive Director*

Area Code 203 792-1135

April 22, 1985

The Honorable James E. Dyer
Mayor
City of Danbury
155 Deer Hill Avenue
Danbury, Conn. 06810

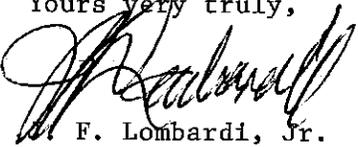
Dear Mayor Dyer:

Re: Community Development Block
Grant Program Year 11
Projected Use of Funds

The application process of the Policy Committee in this matter has been completed and we are ready to proceed with the requirements for submission to HUD. The usual action of the Common Council to authorize the grant request must now be taken.

I enclose a suggested format for the necessary Resolution which I would recommend should be on the agenda of the May Common Council meeting. I also enclose copies of the projected use of funds for distribution by the City Clerk to Council members with their agenda.

Yours very truly,



J. F. Lombardi, Jr.
Executive Director

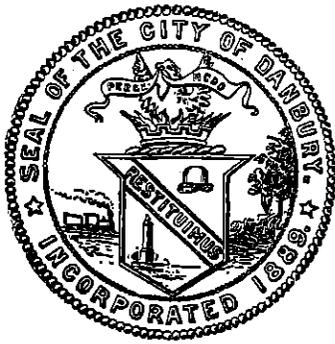
JFL:c1

enclosures

2

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CITY OF DANBURY, CONNECTICUT
PROGRAM YEAR 11 (AUGUST 1985-AUGUST 1986)

<u>Activity</u>	<u>Proposed Allocation</u>
1. Community Development Program Administration	\$ 75,200
2. Danbury Commission on Child Care, Rights & Abuse/ Child Protection Team and Parent Aid Program	5,000
3. NAACP Youth Center/Annual Rent	3,900
4. Dorothy Day Hospitality House/Emergency Shelter Rental Costs	7,000
5. Battered Women Services of Womens Center/ Rent and Maintenance of Shelter	17,000
6. Danbury Youth Services, Inc./Rental Costs	14,000
7. Housing Rehabilitation and Development Program	114,000
8. Western Conn. Association for the Handicapped and Retarded/Information and Advocacy Services	5,000
9. Danbury Preservation Trust/Historic Asset Survey	5,000
10. Hispanic Cultural Society/Rental Costs	9,000
11. Danbury Downtown Council/Program Activities	30,000
12. Commission on Aging/Transportation Services	5,000
13. Community Action Committee of Danbury/Day Care Center/ Elderly Nutrition Program and Head Start Program	9,400
14. Midwestern Conn. Council on Alcoholism/Minority Outreach Program	14,000
15. Interfaith Day Care Center/Program Assistance and Building Improvements	5,500
16. Connecticut Legal Services, Inc./Housing Counseling Services	12,000
17. Clothing Plus Bank/Rental Costs	4,000
18. Danbury Redevelopment Agency/Downtown Improvement Project	179,000
19. Danbury Planning Department/Post Office Street Improvements Project	49,000
20. Danbury Parks and Recreation Department/Osborne Street Field/ Balmforth and Locust Ave.	69,000
21. Family & Children's Aid/Home Services	5,000
Total Grant	<u>\$ 637,000</u>



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

May 7, 1985 A. D., 19

RESOLVED by the Common Council of the City of Danbury:

That the Common Council of the City of Danbury direct the Mayor, as the Chief Executive Officer of the City of Danbury to make application on behalf of the City of Danbury to the United States Department of Housing and Urban Development for funds allocated under Title I of the Housing and Community Development Acts of 1974 and 1980, as amended, which authorized the Community Development Block Grant Program. Such application is for the Elventh Year Funding and will be in accordance with all pertinent laws and regulations and the Statement of Community Development Objectives and Projected Use of Funds developed and approved by the Mayor's Policy Committee for the Community Development Program of the City of Danbury.



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

DANBURY MUNICIPAL AIRPORT
P.O. BOX 2299
WIBLING ROAD

April 17, 1985

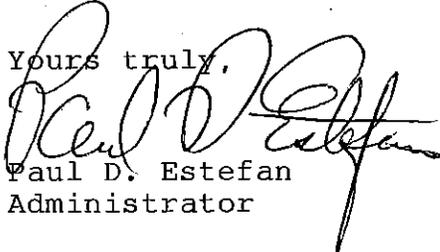
AIRPORT ADMINISTRATOR
PAUL D. ESTEFAN
(203) 797-4624

Mayor James E. Dyer and
Common Council, City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut

Honorable Mayor and Council Members:

I am requesting that the March 1984 resolution for the Aircraft Parking Apron be amended and that the enclosed new resolution be approved so that we may proceed with this project.

Yours truly,


Paul D. Estefan
Administrator

PDE/sd

enc: above referenced resolution



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

May 7, 1985 A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, The Federal Aviation Administration of the United States Department of Transportation and the Bureau of Aeronautics of the Connecticut Department of Transportation make funds available through the Airport Improvement Act of 1982; and

WHEREAS, the City of Danbury intends to upgrade its public aircraft parking from grass to asphalt for the purpose of providing better and safer parking to its aircraft owners; and

WHEREAS, the City of Danbury will make application for a Federal and State grant in an amount not to exceed \$475,700.00 with a local match of two and one-half (2½%) percent equaling an amount not to exceed \$11,892.50;

NOW, THEREFORE, BE IT RESOLVED THAT THE MAYOR of the City of Danbury, James E. Dyer, is hereby authorized to make application for said grant, and that any and all additional acts necessary to effectuate said program be and hereby are authorized.



4 ~

CITY OF DANBURY

DANBURY, CONNECTICUT 06810

THEODORE H. GOLDSTEIN
CORPORATION COUNSEL

ERIC L. GOTTSCHALK
SANDRA V. LEHENY
TERRY L. SACHS

ASSISTANT CORPORATION
COUNSEL

May 7, 1985

PLEASE REPLY TO:

DANBURY, CT 06810

Hon. James E. Dyer, Mayor
and
Hon. Members of the Common Council
City of Danbury
Danbury, Connecticut

Re: Right-of-Way Utility Adjustment
Relocation of U. S. Route 7

Dear Mayor and Council Members:

In accordance with the request from City Engineer John A. Schweitzer, Jr., please consider the adoption of the attached resolution at your convenience. The resolution authorizes Mayor Dyer to enter into agreements with the State of Connecticut concerning utility relocations in connection with reconstruction of Route 7.

Sincerely yours,

Eric L. Gottschalk
Assistant Corporation Counsel

ELG:cr

Attachment

4

U.S. Route 7 in the Town of Danbury, State Project No. 34-190, Federal Aid Project No. F-7(103). The Agreement estimate, a copy of which is attached hereto, is entitled "PROPOSAL ESTIMATE FOR THE CONSTRUCTION OF RELOCATION OF U.S. ROUTE 7, 24" Sanitary Sewer Relocation - Danbury, January 2, 1985", and

WHEREAS, it was determined by the parties hereto that it would be to their mutual advantage to include ~~in~~ the installation and construction of the required new sewer facility in the State's construction contract for the project; the Utility's request dated September 13, 1984, will be complied with, and

WHEREAS, under Section 13a-73, subsections (a), (b) and (f) and Section 13a-74 of the General Statutes of Connecticut, as revised, the State has the authority to acquire any estate, interest or right in the right-of-way of the Utility, necessary to efficiently accomplish construction of the Project, obligating the State thereby to assess all damages and benefits resulting from such acquisition and to pay or collect the same as the case may be, and

WHEREAS, the State has the authority pursuant to Section 13a-80 of the Connecticut General Statutes, as revised, to enter into this Agreement with the advice and consent of the Secretary, Office of Policy and Management and the State Properties Review Board of the State of Connecticut.

NOW, THEREFORE, KNOW YE, IT IS MUTUALLY AGREED THAT:

THE STATE SHALL:

1. As part consideration of damages resulting from the acquisition of a segment of the Utility's sewer right-of-way and the need to relocate its sewer facility:
 - (a) Pay the actual costs of labor, materials and equipment furnished and utilized by the State's contractor in effecting the required removal, relocation and adjustment of the sewer facility, estimated to cost Forty Three Thousand Five Hundred Eighteen Dollars and Twelve Cents (\$43,518.12), and
 - (b) Reimburse the Utility the actual and necessary expenses incurred in acquiring any property rights necessary for the continued maintenance of those segments of its sewer facility being altered in connection with this Agreement, and
 - (c) Subject to approval of the Secretary, Office of Policy and Management and other approving authorities, as set forth in Section 13a-80 of the General Statutes of Connecticut, as revised, convey an easement to the Utility at no cost within the highway right-of-way established for the project and property acquired in connection with the Project, as will accommodate and assure continuity of operation of the sewer facility, as shown on a property map prepared by the State identified as follows: "TOWN OF DANBURY MAP SHOWING EASEMENT GRANTED TO CITY OF DANBURY BY THE STATE OF CONNECTICUT, RELOCATION OF ROUTE U.S. 7 (LIMITED ACCESS

9

HIGHWAY), Scale 1"=40' Dec. 1984, ROBERT W. GUBALA,
TRANSPORTATION CHIEF ENGINEER - BUREAU OF HIGHWAYS," further
identified by TOWN NO. 34, PROJECT NO. 116-84(34-190),
SERIAL NO. 6G, SHEET 1 of 1.

2. Reimburse the Utility for expenditures applied to Preliminary Engineering activities directly related to this Project. The charges resulting from these activities will not be included in this Agreement but will be processed for payment under the Preliminary Engineering Agreement consummated by the parties.

THE UTILITY SHALL:

3. Reimburse the State for:
 - (a) Any costs in excess of those required to provide a facility of equal capacity.
 - (b) The value of materials salvaged from the existing installation.
 - (c) Depreciation reserve credits as determined by the cost of the original installation, the life expectancy of the original facility and the unexpired term of such life use.
4. Accept and maintain as part of its overall sanitary sewer system the new installation referred to and provided for by this Agreement, and its acceptance shall be instantaneous with the final acceptance of the Project contract work by the State.
5. Reimburse the State for depreciated reserve credits and salvage credits as indicated in the attached Estimate.

Upon demand by the State, the Utility shall deposit with the State, a certified check drawn on the account of the Utility, payable to the State Treasurer, State of Connecticut, in the amount of Three Thousand One Hundred Seventy-Six Dollars and Eighty-Eight Cents (\$3,176.88) in accordance with the Estimate attached hereto. After final audit and after all exceptions have been resolved, in the event the actual depreciation reserve credit incurred is more than the amount of deposit, the difference shall be paid to the State by the Utility upon demand. In the event the actual depreciation reserve credit incurred is less than the amount of deposit, the difference shall be paid to the Utility by the State. No interest shall be payable or due on the difference between the amount deposited and the final audited amount. In the event the construction of said project is cancelled, all monies deposited by the Utility shall be returned to the Utility with no interest, upon demand by the Utility.

6. Maintain accounts and records in accordance with generally accepted accounting principles consistently applied.

7. Accumulate all authorized actual and related indirect costs under a work order or job order accounting procedure, acceptable to the State, and permitted by the regulations of the Department of Public Utility Control.
8. Agree to permit the State, the U. S. Department of Transportation and the Comptroller General of the United States, or any of their duly authorized representatives to inspect and audit all data and records of the Utility or its subcontractors relative to the Utility's performance under this Agreement, including the right to review and audit the accounts and records of the Utility at reasonable times under reasonable request as may be required to determine full compliance with all terms and conditions of this Agreement.
9. Preserve all of its records and accounts concerning the implementation of this Agreement for a period of three (3) years after final payment under this Agreement. If any litigation, claim or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved.
10. Submit a final billing of its actual costs for accomplishing the facility alterations on State Vouchers (Form CLA.3), with supporting data, within one year following completion of its work.
11. Indemnify and save harmless the State, its officers, agents, and employees from all claims, suits, actions, damages and cost of every name and description caused by or resulting from (a) the negligent performance of the Utility and/or any of its subcontractors under this Agreement, including any supplements thereto and/or (b) the non-performance by the Utility and/or any of its subcontractors of any covenants and specifications of this Agreement, including any supplements thereto, and such indemnity shall not be limited by reason of any insurance coverage.
12. Assume full responsibility for the accuracy of all data, design and other products of engineering work created, submitted, prepared or produced by it, as shown on the aforementioned plan sheets, supporting specifications or other pertinent documents relative to the relocation and/or adjustment, as herein provided for under the terms of this Agreement, and it shall also assume full responsibility for all costs of every name and description, which may be incurred by the State as a result of any errors or omissions contained in said plans, specifications or other supporting documents, provided, however, the Utility shall have no such responsibility with respect to any inaccuracies, errors or omissions resulting from inaccuracies, errors or omissions on or in any plans, drawings or other data furnished to the Utility by the State or its contractors. The State recognizes that the relocation and/or adjustment proposed by the Utility, and the estimated cost thereof, assume the accuracy of plans, drawings and other data furnished by the State or its contractors, and in the event any such plans, drawings or other data shall contain

inaccuracies, errors or omissions requiring the modification of the relocation and/or adjustments proposed by the Utility, the same and the cost thereof shall be modified as required.

THE UTILITY AND THE STATE FURTHER MUTUALLY AGREE THAT:

13. The property rights of the Utility to be acquired by the State to meet the requirements of the Project, at the previously noted location is as shown on the property map prepared by the State, identified as follows: "TOWN OF DANBURY, MAP SHOWING EASEMENT ACQUIRED FROM CITY OF DANBURY BY THE STATE OF CONNECTICUT, RELOCATION OF ROUTE U.S. 7 (LIMITED ACCESS HIGHWAY), Scale 1"=40' Nov. 1984, ROBERT W. GUBALA, TRANSPORTATION CHIEF ENGINEER -BUREAU OF HIGHWAYS," further identified by TOWN NO. 34, PROJECT NO. 116-84(34-190), SERIAL NO. 6F, SHEET 1 of 1.
14. The State will proceed with the acquisition of said property rights by condemnation for One Dollar and No Cents (\$1.00).
15. The exact amount of damages the State will be obligated to pay the Utility for the acquisition of its property rights and the relocation and/or adjustment of its sanitary facility, required for the Project, cannot be determined prior to completion of construction and an audit of the final billing documents and other pertinent Utility records. The State will proceed with the acquisition of the property rights, by condemnation, for the amount of One Dollar and No Cents (\$1.00) which represents the value of the Utility's property rights. Said sum in the amount of One Dollar and No Cents (\$1.00) shall become available to the Utility upon the filing of the condemnation with the Clerk of the Superior Court of Fairfield County in accordance with Section 48-11 of the General Statutes of Connecticut, as revised.
16. No maintenance of the Utility's facility will be performed from within the non-access limits of said highway except as may be provided for in the "Agreement for the Maintenance of Public Utility Facilities Crossing or Located Within the Right of Way of Limited Access Highways, Exclusive of the Interstate and Defense Highway System, Within the State of Connecticut", dated May 16, 1966, between the State and the Utility.
17. The execution of this Agreement, the filing of said condemnation or the withdrawal of said sum deposited with the Court Clerk shall not preclude the Utility from exercising its statutory right of appeal, in accordance with Section 13a-76 of the General Statutes of Connecticut, as revised, from the State's initial or final assessment of damages.
18. There will not be any interest payable or due, the State or the Utility, on the difference between the construction costs in the initial condemnation award, and the final payment, based on an

audit by the State of the actual total expenditures of the Utility and determined to be the State's equitable reimbursement obligations.

19. Final payment will be processed through an amended condemnation filing, based on an audit by the State of the actual total expenditures of the Utility and determined to be the State's equitable reimbursement obligation.
20. It is further agreed by the parties hereto that the Utility waives Governmental Immunity (by way of the State's Governmental Immunity) as a defense and shall not use the defense of such Governmental Immunity in the adjustment of claims or in the defense of any suit, unless requested by the State.
21. Compliance with the pertinent stipulations of this Agreement, by the parties hereto, shall, subject to the final judgment in any appeal taken by the Utility, in accordance with Section 13a-76 of the General Statutes of Connecticut, as revised, constitute fulfillment by the State of its obligation, and full and satisfactory compensation to the Utility for its losses and/or damages, resulting from the acquisition of its property rights and the relocation and adjustment of its facility.
22. The Utility hereby acknowledges and agrees to comply with the policies enumerated in Administrative Memorandum No. 4 dated November 18, 1981, (Reissued December 14, 1984) Re: State Employee Code of Ethics, a copy of which is attached hereto and made a part hereof.
23. The Utility shall comply with the Regulations of the United States Department of Transportation (Title 49, Code of Federal Regulations, Part 21) issued in implementation of Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC. 2000d to 2000d-4, and Appendix "CR" attached hereto, both of which are hereby made a part of this Agreement. Further, the Utility agrees and warrants that in the performance of this Agreement it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by the Utility that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. If the Agreement is for a public works project, the Utility agrees and warrants that it will make good faith efforts to employ Minority Business Enterprises as subcontractors and suppliers of materials on such project. The Utility further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of

4

the Utility as relate to the provisions of this Section and Section 46a-56 of the Connecticut General Statutes as amended by Section 10 of Public Act 83-569 of the Connecticut General Assembly.

24. The Utility is hereby put on notice that Section 4-114a of the Connecticut General Statutes entitled "Nondiscrimination Clauses in State Contracts" has been expanded by Public Act 84-418 of the Connecticut General Assembly to include certain definitions, factors to be considered in determining good faith efforts, the need for documentation of such good faith efforts, and a mandate to the Commission on Human Rights and Opportunities to adopt regulations implementing state law.
25. This Agreement is subject to the provisions of Governor's Executive Order No. Three promulgated June 16, 1971, and as such, this Agreement may be cancelled, terminated or suspended by the State Labor Commissioner for violation of or non-compliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that the attached Executive Order No. Three is incorporated herein and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to performance in regard to non-discrimination, until the Agreement is completed or terminated prior to completion.
26. The Utility agrees, as part consideration hereof, that this Agreement is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that it will not discriminate in employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner. A copy of said Guidelines is attached and hereby made a part of this agreement.
27. This Agreement is executed subject to the Governor's Executive Order No. 17, a copy of which is attached hereto and is hereby made a part of this Agreement. Governor's Executive Order No. 17 requires, inter alia, that all contractors and subcontractors shall list all employment openings with the Office of the Connecticut State Employment Service in the area where the work is to be performed or where the services are to be rendered. Failure of the Utility to conform with the requirements of the Governor's Executive Order No. 17 and any orders, rules or regulations issued pursuant thereto shall be a basis for termination of this Agreement by the State.
28. The Utility agrees that the attached Appendix MB entitled "Administrative Memorandum No. 73, Subject: Requirements of Title 49, CFR Part 23," dated July 5, 1983, is hereby made a part of this Agreement. The State advises the Utility that failure to carry out the requirements set forth in Appendix MB: Requirements

of Title 49, CFR Part 23, shall constitute a breach of contract and may result in termination of the Agreement by the State or such remedy as the State deems appropriate.

29. The Utility agrees to include in all contracts and/or Agreements with its Contractor(s) (including "approved continuing contractor(s)"), the specific written requirement that such Contractor(s), while performing any and all work for the Utility on this Project, shall comply with and conform to the contract wage requirements as described in U.S. Department of Transportation Federal Highway Administration Form PR-1273, and Addendum to Form 1273, and Supplements to PR-1273, which are a part of the construction contract advertised or awarded by the State for said Project. However, if a construction contract for said Project has not been advertised by the State prior to the start of work by the Utility, the above-mentioned wage requirements shall still apply to the Utility's Contractor(s), and the specific Federal and State wage rate requirement currently in effect for the specific geographical area must be secured from the State by the Utility and made a part of the Utility-Contractor(s) Agreement.
30. The Utility agrees to include in all contracts and/or Agreements with its Contractor(s) (including "approved continuing contractor(s)", if any,) the specific written requirement that such Contractor(s), while performing any or all work for the Utility on this Project, shall comply with and conform to the following attachments: "Appendix CR", "Governor's Executive Order No. Three", "Guidelines and Rules", "Governor's Executive Order No. 17", and "Appendix MB", as any or all of the same may be subsequently revised or amended. To this end, the Utility further agrees to include in all such contracts and/or Agreements, proper written notice that failure to comply with and conform to the said "Appendix CR", "Governor's Executive Order No. Three", "Guidelines and Rules", "Governor's Executive Order No. 17", and/or "Appendix MB", is ample and valid basis for the Utility to terminate such contracts and/or Agreements.

31. Any official notice from one party to the other party (or parties), in order for such notice to be binding thereon, shall:

(a) - be in writing addressed to:

(i) when the State is to receive such notice -

Commissioner of Transportation
Connecticut Department of Transportation
24 Wolcott Hill Road
Wethersfield, Connecticut 06109

(ii) when the Utility is to receive such notice -

the person(s), acting herein as signatory for the Utility receiving such notice;

(b) - be delivered in person or be mailed United States Postal Service - "Certified Mail" to the address recited herein as being the address of the party(ies) to receive such notice; and

(c) - contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

The term "official notice" as used herein, shall be construed to include but not be limited to any request, demand, authorization, direction, waiver, and/or consent of the party(ies) as well as any document(s) provided, permitted, or required for the making or ratification of any change, revision, addition to or deletion from the document, contract, or agreement in which this "official notice" specification is contained.

Further, it is understood and agreed that nothing hereinabove contained shall preclude the parties hereto from subsequently agreeing, in writing, to designate alternate persons (by name, title, and affiliation) to which such notice(s) is (are) to be addressed; alternate means of conveying such notice(s) to the particular party(ies); and/or alternate locations to which the delivery of such notice(s) is (are) to be made, provided such subsequent agreement(s) is (are) concluded pursuant to the adherence to this specification.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year indicated.

WITNESSES:

STATE OF CONNECTICUT
Department of Transportation
J. William Burns, Commissioner

Sign: _____
Print: _____

BY: _____ (Seal)
Robert W. Gubala
Chief Engineer
Bureau of Highways

Sign: _____
Print: _____

Date: _____

CITY OF DANBURY

Sign: _____
Print: _____

BY: _____ (Seal)
Sign Name: _____
Print Name: _____
Print Title: _____

Sign: _____
Print: _____

Date: _____

This Agreement is made with the advice and consent of the undersigned in compliance with Section 13a-80 of the General Statutes, as revised.

FOR STATE PROPERTIES REVIEW BOARD

APPROVED BY:

Name: _____
Title: _____

Secretary
Office of Policy and Management

Date: _____

Date: _____

APPROVED AS TO FORM:

Attorney General

Date: _____

PROPOSAL ESTIMATE
FOR THE CONSTRUCTION OF

January 2, 1985

FUNDS.....
TOWN No. 34
PROJ. No. 190
SHEET No. 1 OF 1

24" Sanitary Sewer Relocation - Danbury

FROM STA..... TO STA..... A LENGTH OF..... FEET AS SHOWN ON THE PLANS

TYPE..... WIDTH..... FT. DEPTH..... INS.

THE FOLLOWING CONSTRUCTION ITEMS AND ESTIMATED QUANTITIES ARE CORRECT AND COMPLETE AND ARE TO BE USED IN PREPARING PROPOSAL FORMS FOR THIS PROJECT.

CALENDAR DAYS..... APPROVED..... ENCL. OF CONTRACTS (DESIGN) DATE.....19.....

No.	ITEM	UNIT	QUANTITY	PRICE	AMOUNT
1400003	Trench Excavation 0'-10' Deep (Sanitary Sewer)	C.Y.	50	7.00	\$ 350.00
1400005	Trench Excavation 0'-15' Deep (Sanitary Sewer)	C.Y.	350	8.00	2,800.00
1400007	Trench Excavation 0'-20' Deep (Sanitary Sewer)	C.Y.	530	10.00	5,300.00
1401053	24" R.C. Pipe (Sanitary Sewer)	L.F.	312	60.00	18,720.00
14016	Sanitary Manhole - Type "A"	EA.	2	2,000.00	4,000.00
14016	Sanitary Manhole - Type "B"	EA.	2	4,000.00	8,000.00
1403010	Manhole Frame and Cover (Sanitary Sewer)	EA.	4	300.00	1,200.00
1403604	Abandon Manhole (Sanitary Sewer)	EA.	1	500.00	500.00
1405103	Bedding Material (Sanitary Sewer)	C.Y.	150	15.00	2,250.00
1405104	Gravel Fill (Sanitary Sewer)	C.Y.	25	15.00	375.00
1405116	Fill and Abandon Sanitary Sewer	L.F.	320	10.00	3,200.00
				SUB-TOTAL	46,695.00
	Depreciation Reserve Credit				- 2,926.88
	Salvage Credit				- 250.00
				TOTAL	\$ 43,518.12

STATE OF CONNECTICUT
BY HIS EXCELLENCY
THOMAS J. MESKILL
GOVERNOR
EXECUTIVE ORDER NO. THREE

WHEREAS, sections 4-61d (b) and 4-114a of the 1969 supplement to the general statutes require nondiscrimination clauses in state contracts and subcontracts for construction on public buildings, other public works and goods and services and

WHEREAS, section 4-61e (c) of the 1969 supplement to the general statutes requires the labor department to encourage and enforce compliance with this policy by both employers and labor unions, and to promote equal employment opportunities, and

WHEREAS, the government of this state recognizes the duty and desirability of its leadership in providing equal employment opportunity, by implementing these laws,

NOW, THEREFORE, I, THOMAS J. MESKILL, Governor of the State of Connecticut, acting by virtue of the authority vested in me under section twelve of article fourth of the constitution of the state, as supplemented by section 3-1 of the general statutes, do hereby ORDER and DIRECT, as follows, by this Executive Order:

I

The labor commissioner shall be responsible for the administration of this Order and shall adopt such regulations as he deems necessary and appropriate to achieve the purposes of this Order. Upon the promulgation of this Order, the commissioner of finance and control shall issue a directive forthwith to all state agencies, that henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order, and that such contract or subcontract may be cancelled, terminated or suspended by the labor commissioner for violation of or noncompliance with this Order or state or federal laws concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to such contract or subcontract.

II

Each contractor having a contract containing the provisions prescribed in section 4-114a of the 1969 supplement to the general statutes, shall file, and shall cause each of his subcontractors to file, compliance reports with the contracting agency or the labor commissioner, as may be directed. Such reports shall be filed within such times and shall contain such information as to employment policies and statistics of the contractor and each subcontractor, and shall be in such form as the labor commissioner may prescribe. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order or any preceding similar Order, and in that event to submit on behalf of themselves and their proposed subcontractors compliance reports prior to or as an initial part of their bid or negotiation of a contract.

III

Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor organization or employment agency as defined in section 31-122 of the general statutes, the compliance report shall identify the said organization or agency and the contracting agency or the labor commissioner may require a compliance report to be filed with the contracting agency or the labor commissioner, as may be directed, by such organization or agency, signed by an authorized officer or agent of such organization or agency, with supporting information, to the effect that the signer's practices and policies, including but not limited to matters concerning personnel, training, apprenticeship, membership, grievance and representation, and upgrading, do not discriminate on grounds of race, color, religious creed, age, sex, or national origin, or ancestry of any individual, and that the signer will either affirmatively cooperate in the implementation of the policy and provisions of this Order, or that it consents and agrees that recruitment, employment and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the Order.

IV

The labor commissioner may by regulation exempt certain classes of contracts, subcontracts or purchase order from the implementation of this Order, for standard commercial supplies or raw materials, for less than specified amounts of money or numbers of workers or for subcontractors below a specified tier. The labor commissioner may also provide by regulation for the exemption of facilities of a contractor which are in all respects separate and distinct from activities of the contractor related to the performance of the state contract, provided only that such exemption will not interfere with or impede the implementation of this Order, and provided further, that in the absence of such an exemption, all facilities shall be covered by the provisions of this Order.

V

Each contracting agency shall be primarily responsible for obtaining compliance with the regulations of the labor commissioner with respect to contracts entered into by such agency or its contractors. All contracting agencies shall comply with the regulations of the labor commissioner in discharging their primary responsibility for securing compliance with the provisions of contracts and otherwise with the terms of this Order and of the regulations of the labor commissioner issued pursuant to this Order. They are directed to cooperate with the labor commissioner and to furnish the labor commissioner such information and assistance as he may require in the performance of his functions under this Order. They are further directed to appoint or designate from among the personnel of each agency, compliance officers, whose duty shall be to seek compliance with the objectives of this Order by conference, conciliation, mediation, or persuasion.

VI

The labor commissioner may investigate the employment practices and procedures of any state contractor or subcontractor and the practices and policies of any labor organization or employment agency hereinabove described, relating to employment under the state contract, as concerns nondiscrimination by such organization or agency as hereinabove described, or the labor commissioner may initiate such investigation by the appropriate contract agency, to determine whether or not the contractual provisions hereinabove specified or statutes of the state respecting them have been violated. Such investigation shall be conducted in accordance with the procedures established by the labor commissioner and the investigating agency shall report to the labor commissioner any action taken or recommended.

VII

The labor commissioner shall receive and investigate or cause to be investigated complaints by employees or prospective employees of a state contractor or subcontractor or members or applicants for membership or apprenticeship or training in a labor organization or employment agency hereinabove described, which allege discrimination contrary to the contractual provisions specified hereinabove or state statutes requiring nondiscrimination in employment opportunity. If this investigation is conducted for the labor commissioner by a contracting agency, that agency shall report to the labor commissioner what action has been taken or is recommended with regard to such complaints.

VIII

The labor commissioner shall use his best efforts, directly and through contracting agencies, other interested federal, state and local agencies, contractors and all other available instrumentalities, including the commission on human rights and opportunities, the executive committee on human rights and opportunities, and the apprenticeship council under its mandate to provide advice and counsel to the labor commissioner in providing equal employment opportunities to all apprentices and to provide training, employment and upgrading opportunities for disadvantaged workers, in accordance with section 31-51 (d) of the 1969 supplement to the general statutes, to cause any labor organization or any employment agency whose members are engaged in work under government contracts or referring workers or providing or supervising apprenticeship or training for or in the course of work under a state contract or subcontract to cooperate in the implementation of the purposes of this Order. The labor commissioner shall in appropriate cases notify the commission on human rights and opportunities or other appropriate state or federal agencies whenever it has reason to believe that the practices of any such organization or agency violate equal employment opportunity requirements or state or federal law.

IX

The labor commissioner or any agency officer or employee in the executive branch designated by regulation of the labor commissioner may hold such hearings, public or private, as the labor commissioner may deem advisable for compliance, enforcement or educational purposes under this Order.

X

(a) The labor commissioner may hold or cause to be held hearings, prior to imposing ordering or recommending the imposition of penalties and sanctions under this Order. No order for disbarment of any contractor from further state contracts shall be made without affording the contractor an opportunity for a hearing. In accordance with such regulations as the labor commissioner may adopt, the commissioner or the appropriate contracting agency may

- (1) Publish or cause to be published the names of contractors or labor organizations or employment agencies as hereinabove described which it has concluded have complied or failed to comply with the provisions of this Order or the regulations of the labor commissioner in implementing this Order.
- (2) Recommend to the commission on human rights and opportunities that in cases in which there is substantial or material violation or threat thereof of the contractual provision or related state statutes concerned herein, appropriate proceedings be brought to enforce them, including proceedings by the commission on its own motion under chapter 563 of the general statutes and the enjoining, within the limitations of applicable law, of organizations, individuals or groups who prevent directly or indirectly or seek to prevent directly or indirectly compliance with the provisions of this Order.
- (3) Recommend that criminal proceedings be brought under chapter 939 of the general statutes.
- (4) Cancel, terminate, suspend or cause to be cancelled, terminated, or suspended in accordance with law any contract or any portion or portions thereof for failure of the contractor or subcontractor to comply with the nondiscrimination provisions of the contract. Contracts may be cancelled, terminated, suspended absolutely or their continuance conditioned upon a program for future compliance approved by the contracting agency.
- (5) Provide that any contracting agency shall refrain from entering into any further contracts or extensions or modifications of existing contracts with any contractor until he has satisfied the labor commissioner that he has established and will carry out personnel and employment policies compliant with this Order.
- (6) Under regulations prescribed by the labor commissioner each contracting agency shall make reasonable efforts within a reasonable period of time to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation or persuasion, before other proceedings shall be instituted under this Order or before a state contract shall be cancelled or terminated in whole or in part for failure of the contractor or subcontractor to comply with the contract provisions of state statute and this Order.

(b) Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the labor commissioner or pursuant to his regulations shall promptly notify him of such action. Whenever the labor commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting agency and other interested federal, state and local agencies of the action recommended. The state and local agency or agencies shall take such action and shall report the results thereof to the labor commissioner within such time as he shall specify.

XI

If the labor commissioner shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless he has satisfactorily complied with the provisions of this Order, or submits a program for compliance acceptable to the labor commissioner, or if the labor commissioner so authorizes, to the contracting agency.

XII

Whenever a contracting agency cancels or terminates a contract, or a contractor has been disbarred from further government contracts because of noncompliance with the contract provisions with regard to nondiscrimination, the labor commissioner or the contracting agency shall rescind such disbarment, upon the satisfaction of the labor commissioner that the contractor has purged himself of such noncompliance and will thenceforth carry out personnel and employment policies of nondiscrimination in compliance with the provision of this Order.

XIII

The labor commissioner may delegate to any officer, agency or employee in the executive branch any function or duty of the labor commissioner under this Order except authority to promulgate regulations of a general nature.

XIV

This Executive Order supplements the Executive Order issued on September 28, 1967. All regulations, orders, instructions, designations and other directives issued heretofore in these premises, including those issued by the heads of various departments or agencies under or pursuant to prior order or statute, shall remain in full force and effect, unless and until revoked or superseded by appropriate authority, to the extent that they are not inconsistent with this Order.

This Order shall become effective thirty days after the date of this Order.

Dated at Hartford, Connecticut, this 16th day of June, 1971.


GOVERNOR

GUIDELINES AND RULES
OF STATE LABOR COMMISSIONER
IMPLEMENTING GOVERNOR'S EXECUTIVE
ORDER NO. THREE

SEC. 1. PERSONS AND FIRMS SUBJECT TO EXECUTIVE ORDER NO. THREE AND GUIDELINES AND RULES.

a. Every contractor, or subcontractor as defined in Sec. 2 hereof, supplier of goods or services, vendor, bidder and prospective contractor or subcontractor, having ten or more employees as defined in Sec. 3 of these Guidelines, having or entering into or bidding to enter into any type of contractual relationship with the State of Connecticut or any of its agencies, boards, commissions, departments or officers, and if the consideration, cost, subject matter or value of the goods or services exceeds \$5,000.00, shall be subject to the Governor's Executive Order No. Three and these Guidelines and Rules.

b. A copy of the Governor's Executive Order No. Three and of these Guidelines and Rules shall be available to each said contractor, subcontractor, supplier, vendor, bidder and prospective contractor and subcontractor, and the said Executive Order No. Three and these Guidelines and Rules shall be incorporated by reference and made a part of the contract, purchase order, agreement or document concerned. A copy of the Executive Order and of these Guidelines and Rules shall be furnished to a contracting party or bidder on request.

c. All persons, partnerships, associations, firms, corporations and other entities having less than ten employees as defined in Sec. 3 at the time of the bid and execution of the contract and continuing through the performance of the contract are exempt from the provisions of the said Executive Order and these Guidelines and Rules. All contracts, subcontracts, purchase orders and agreements wherein the consideration is \$5,000.00 or less shall be exempt from Executive Order No. Three and from these Guidelines and Rules.

SEC. 2. SUBCONTRACTORS.

As used herein, subcontractors are persons, partnerships, associations, firms or corporations or other entities having contractual relationship with a contractor who in turn has a contract with the State of Connecticut or any of its agencies, boards, commissions or departments. Subcontractors below this tier are exempt from the Executive Order and from these Guidelines and Rules.

SEC. 3 EMPLOYEES.

As used herein, employees are persons working full or part-time irrespective of personnel classification whose wages, salaries, or earnings are subject to the Federal Insurance Contribution Act and/or to Federal Withholding Tax as a matter of law (whether in fact or not any actual withholding occurs in a given case), in an employee-employer relationship at the time of bid, contract execution, or offer or acceptance, and/or during any time thereafter during the existence of the performance period of the contract to the conclusion thereof.

SEC. 4. REPORTS.

a. Prior to the execution of the contract or prior to acceptance of a bid, as the case may be, the contractor, subcontractor, bidder or vendor shall file a report with the State Labor Commissioner, which report shall be complete and contain all of the information therein prescribed. The report shall be on Form E.O. 3-1, a facsimile of which is attached hereto and made a part hereof, or in lieu thereof the contractor, subcontractor, bidder or vendor shall submit a detailed report containing all of the information required in Form E.O. 3-1.

b. The Labor Commissioner may require the filing of additional reports prior to final payment or prior to any renewal or extension of the contract and during the duration of the contract at such times as the Commissioner may, in his discretion, from time to time deem necessary. The Labor Commissioner may require the filing of additional information or reports, and the contractor, subcontractor, bidder or vendor shall furnish said information or reports within the times prescribed by the Labor Commissioner.

c. The Labor Commissioner may, at his discretion, also require timely statistical reports on the number of minority employees employed or to be employed in the performance of the contract, and the Labor Commissioner may define such minority groups or persons.

d. Reports filed pursuant to these Guidelines and Rules in implementation of Executive Order No. Three are not public records subject to public inspection, but may be inspected only by federal and state officials having jurisdiction and authority to investigate matters of this type. All federal and state agencies empowered by law to investigate matters relating to Executive Order No. Three shall have access to these reports for inspection or copying during regular business hours.

e. Any person who wilfully, wantonly or through negligence destroys or permits to be destroyed, alters or allows to be altered after filing, any reports submitted in compliance herewith shall be subject to penalties as prescribed by law.

SEC. 5. MANDATORY CLAUSES IN DOCUMENTS.

a. All contracts shall contain the following provisions verbatim:

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this contract may be cancelled, terminated or suspended by the state labor commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the state labor commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion.

The (contractor), (subcontractor), (bidder), (vendor) agrees, as part consideration hereof, that this (order) (contract) is subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner.

These provisions are in addition to and not in lieu of other clauses required by law.*.

* N.B. The above paragraphs contain requirements additional to those set forth in July 16, 1971 directive to state agencies.

b. Every purchase order or like form submitted by a vendor or bidder, as applicable, shall contain the following clause verbatim:

Vendor agrees, as part of the consideration hereof, that this order is subject to the provisions of Executive Order No. Three and the Guidelines and Rules issued by the Labor Commissioner implementing said Order as to nondiscrimination, and vendor agrees to comply therewith.

c. Where preprinted contract forms have been prescribed by federal authority and the rules of the federal agency prohibit the alteration thereof, the compliance officer of the State agency concerned shall submit to the Labor Commissioner a suggested short form or addendum acceptable to the federal agency, and in such cases, after approval by the Labor Commissioner, said clause may be substituted.

SEC. 6. COOPERATION OF STATE AGENCIES, BOARDS AND COMMISSIONS.

Every agency, board, commission and department of the State of Connecticut shall cooperate with the Labor Commissioner in the implementation of Executive Order No. Three and shall furnish such information and assistance as the Labor Commissioner may from time to time request.

SEC. 7. INVESTIGATIONS, COMPLAINTS.

The Labor Commissioner may initiate an investigation upon receipt of a complaint alleging discrimination. The Labor Commissioner may request that an investigation be conducted by the State agency which is the party to the contract in question. Investigations shall be conducted in accordance with acceptable legal standards, safeguarding the rights of all parties involved, and obtaining all of the relevant facts necessary for a complete determination of the issues. If the Labor Commissioner is not satisfied with the investigation or any part thereof he may order it to continue or to proceed further.

SEC. 8. HEARINGS.

The Labor Commissioner or officers designated by the heads of the State agencies, boards and commissions may conduct hearings on complaints filed. Hearings shall be held only after a report of the complaint has been filed with the Labor Commissioner and after a hearing on the complaint has been authorized or directed by the Labor Commissioner. Hearings shall be conducted in accordance with the accepted principles of administrative law. All parties shall be afforded the opportunity to a full, fair, impartial and complete hearing, the opportunity to examine and cross examine witnesses and to be present at all sessions of the hearing. If any party is vulnerable to a charge of a violation of the law, he shall be afforded the opportunity to procure counsel who may be present at the hearing.

SEC. 9. EQUAL EMPLOYMENT OPPORTUNITIES.

All State contracting agencies, employers, and labor unions shall use their best efforts to provide equal employment opportunities to all apprentices and to provide training, employment and upgrading opportunities for disadvantaged workers in accordance with section 31-51(d) of the General Statutes.

SEC. 10. DUTIES OF CONTRACTING AGENCIES.

All State contracting agencies shall be responsible for compliance with said Executive Order and with all state and federal laws relating to equal employment opportunities. All contracting agencies conducting investigations for the Labor Commissioner pursuant to Executive Order No. Three and these Guidelines and Rules shall report to the Labor Commissioner the action taken or recommended with regard to each complaint filed. Each officer of the executive department, every commissioner, and each executive head of each State agency, board and commission in the executive branch of the State government is expected to assume the responsibility of seeing to complete compliance with the Governor's Executive Order No. Three and shall forthwith take steps to assure and guarantee that there shall be no discrimination within their departments, agencies, boards or commissions in the performance of any state contract or subcontract on the basis of race, creed, color, sex, age, national origin or national ancestry, or in any way in violation of any state or federal law relating thereto.

BY VIRTUE OF THE AUTHORITY VESTED IN ME PURSUANT TO EXECUTIVE ORDER NO THREE EFFECTIVE JULY 16, 1971, AND THE GENERAL STATUTES OF CONNECTICUT

Dated at Wethersfield, Connecticut this 19th day of Nov. . 1971. *Jack A. Fusari*

JACK A. FUSARI
LABOR COMMISSIONER

STATE OF CONNECTICUT

BY HIS EXCELLENCY

THOMAS J. MESKILL

GOVERNOR

EXECUTIVE ORDER NO. SEVENTEEN

WHEREAS, Section 31-237 of the General Statutes of Connecticut as amended requires the maintaining of the established free services of the Connecticut State Employment Service to both employers and prospective employees and

WHEREAS, Section 31-5 of the General Statutes of Connecticut requires that no compensation or fee shall be charged or received directly or indirectly for the services of the Connecticut State Employment Service and

WHEREAS, large numbers of our citizens who have served in the Armed Forces of our nation are returning to civilian life in our state and seeking employment in civilian occupations and

WHEREAS, we owe a duty as well as gratitude to these returning veterans including the duty to find suitable employment for them and

WHEREAS, many of our handicapped citizens are fully capable of employment and are entitled to be placed in suitable employment and

WHEREAS, many of the citizens of our state who are unemployed are unaware of the job openings and employment opportunities which do in fact exist in our state and

WHEREAS, notwithstanding the free services of the Connecticut State Employment Service, many of our Connecticut employers do not use its free services or do not avail themselves fully of all of the services offered.

NOW, THEREFORE, I, THOMAS J. MESKILL, Governor of the State of Connecticut, acting by virtue of the authority vested in me under the fourth article of the Constitution of the State and in accordance with Section 3-1 of the General Statutes, do hereby ORDER and DIRECT, as follows, by this Executive Order:

I

The Labor Commissioner shall be responsible for the administration of this Order and shall do all acts necessary and appropriate to achieve its purpose. Upon promulgation of this Order, the Commissioner of Finance and Control shall issue a directive forthwith to all state agencies that henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order, and that such contract or subcontract may be cancelled, terminated or suspended by the Labor Commissioner for violation of or noncompliance with this Order, notwithstanding that the Labor Commissioner is not a party to such contract or subcontract.

II

Every contractor and subcontractor having a contract with the state or any of its agencies, boards, commissions, or departments, every individual partnership, corporation, or business entity having business with the state or who or which seeks to do business with the state, and every bidder or prospective bidder who submits a bid or replies to an invitation to bid on any state contract shall list all employment openings with the office of the Connecticut State Employment Service in the area where the work is to be performed or where the services are to be rendered.

III

All state contracts shall contain a clause which shall be a condition of the contract that the contractor and any subcontractor holding a contract directly under the contractor shall list all employment openings with the Connecticut State Employment Service. The Labor Commissioner may allow exceptions to listings of employment openings which the contractor proposes to fill from within its organization from employees on the rolls of the contractor on the date of publication of the invitation to bid or the date on which the public announcement was published or promulgated advising of the program concerned.

IV

Each contracting agency of the state shall be primarily responsible for obtaining compliance with this Executive Order. Each contracting agency shall appoint or designate from among its personnel one or more persons who shall be responsible for compliance with the objectives of this Order.

V

The Labor Commissioner shall be and is hereby empowered to inspect the books, records, payroll and personnel data of each individual or business entity subject to this Executive Order and may hold hearings or conferences, formal or informal, in pursuance of the duties and responsibilities hereunto delegated to the Labor Commissioner.

VI

The Labor Commissioner or any agency officer or employee in the executive branch designated by regulation of the Labor Commissioner may hold such hearings, public or private, as the Labor Commissioner may deem advisable for compliance, enforcement or educational purposes under this Order.

VII

(a) The Labor Commissioner may hold or cause to be held hearings, prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. In accordance herewith, the Commissioner or the appropriate contracting agency may suspend, cancel, terminate, or cause to be suspended, cancelled, or terminated in accordance with law any contract or any portion or portions thereof for failure of the contractor or subcontractor to comply with the listing provisions of the contract. Contracts may be cancelled, terminated, suspended absolutely or their continuance conditioned upon a program for future compliance approved by the contracting agency.

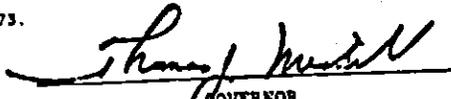
(b) Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the Labor Commissioner, shall promptly notify him of such action. Whenever the Labor Commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting agency of the action recommended. The agency shall report the results to the Labor Commissioner promptly.

VIII

If the Labor Commissioner shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless he has satisfactorily complied with the provisions of this Order.

This Order shall become effective sixty days after the date of this Order.

Dated at Hartford, Connecticut, this 15th day of February, 1973.


GOVERNOR

APPENDIX-CR (ED. 061077)

During the performance of this Agreement, the Second Party, for itself, its assignees and successors in interest agrees as follows:

(1) Compliance with Regulations: The Second Party shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

(2) Nondiscrimination: The Second Party, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Second Party shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Second Party for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Second Party of the Second Party's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The Second Party shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Connecticut Department of Transportation or the appropriate Federal Agency directly involved therewith, to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Second Party is in the exclusive possession of another who fails or refuses to furnish this information, the Second Party shall so certify to the Connecticut Department of Transportation, or the appropriate Federal Agency directly involved therewith, if appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the Second Party's noncompliance with the nondiscrimination provisions of this Agreement, the Connecticut Department of Transportation shall impose such sanctions as it or the appropriate Federal Agency directly involved therewith, may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the Second Party under the Agreement until the Second Party complies, and/or
- (b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: The Second Party shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Second Party shall take such action with respect to any subcontract or procurement as the Connecticut Department of Transportation or the appropriate Federal Agency directly involved therewith, may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a Second Party becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Second Party may request the Connecticut Department of Transportation to enter into such litigation to protect the interests of the State of Connecticut, and, in addition, the Second Party may request the United States to enter into such litigation to protect the interests of the United States.

4

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

APPENDIX MB

July 5, 1983

ADMINISTRATIVE MEMORANDUM NO. 73

Subject: Requirements of Title 49, CFR Part 23

As part of the requirements of Title 49, Code of Federal Regulations Part 23, effective immediately, the following Policy Statement must be included in all federal-aid contracts and all financial assistance agreements including Project Agreements (PR-2) and also in all subcontracts.

I am therefore directing the following be included in all agreements with contractors, subcontractors, consultants, cities, towns and all recipients of State or Federal-assistance funds.

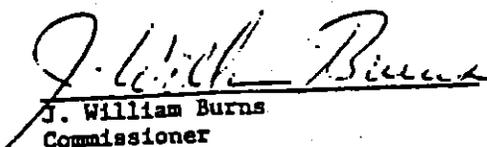
"Policy - It is the policy of the Department of Transportation that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal or State funds under this agreement. Consequently, the M.B.E. requirements of 49 CFR Part 23 apply to this agreement.

"M.B.E. Obligation - The State or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, the State and its contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department of Transportation assisted contracts."

In addition to the above, all financial assistance agreements shall also contain the following statement:

"If as a condition of assistance the Connecticut Department of Transportation has submitted and the U. S. Department of Transportation has approved a minority business enterprise affirmative action program which the recipient agrees to carry out, this Program is incorporated into this financial assistance agreement by reference. This Program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement. Upon notification to the State of its failure to carry out the approved Program, the Department shall impose such sanctions as noted in 49 CFR Part 23, Subpart E, which sanctions may include terminations of the agreement or other measures that may affect the ability of the recipient to obtain future D.O.T. financial assistance."

This memorandum is effective immediately.


J. William Burns
Commissioner

4

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

November 18, 1981

ADMINISTRATIVE MEMORANDUM NO. 4

TO: ALL DEPARTMENT OF TRANSPORTATION EMPLOYEES

SUBJECT: CODE OF ETHICS

This memorandum is for the purpose of clearly defining the policies of the Department of Transportation on the solicitation and/or acceptance of gifts and gratuities and on outside employment or business involvement.

No employee of the Connecticut Department of Transportation shall, either individually (or as a member of a group), directly or indirectly, solicit or accept any gift or gratuity from any person or organization with whom he/she has, has had, or may expect to have, a business relationship which could cause, or create the appearance of, a conflict with or influence the performance of the employee's duties with the Department.

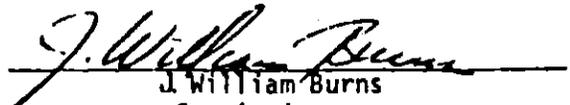
Any gift or gratuity must be refused or returned with a copy of the letter concerning our Code of Ethics Policy which has been sent to the concerns doing business with the Department of Transportation. The only exception recognized is for advertising matter which has negligible monetary value and which is widely distributed or generally available without charge.

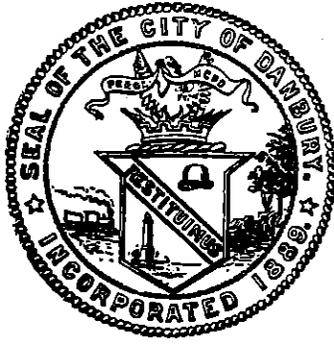
No employee of the Connecticut Department of Transportation shall use or distribute State information or use State equipment or materials for other than State business purposes.

No employee of the Connecticut Department of Transportation shall allow any private obligation of employment or enterprise to take precedence over his/her responsibility to the Department.

No employee of the Connecticut Department of Transportation shall accept employment with any consultant, contractor, appraiser or any other organization or individual which is under contract or agreement with the State of Connecticut, nor shall any employee of the Connecticut Department of Transportation have, directly or indirectly, a financial interest in any business, firm or enterprise doing business with the State of Connecticut which could cause, or create the appearance of, a conflict with or influence the performance of the employee's duties with the Department.

The foregoing policies apply to all employees of the Department of Transportation, and it shall be the responsibility of each employee to be familiar with them and to comply with them.


J. William Burns
Commissioner



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

May 7, 1985 A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the State of Connecticut is preparing plans for the relocation of U. S. Route 7 in the City of Danbury; and

WHEREAS, the City of Danbury maintains sanitary sewer facilities within the project area; and

WHEREAS, the State of Connecticut is willing to pay for the relocation of said facilities as part of the aforesaid project, less any costs in excess of those required to provide a facility of equal capacity, any salvage value and depreciation reserve credits; and

WHEREAS, the State of Connecticut wishes to enter into an agreement with the City of Danbury to accomplish said relocation, a copy of which is attached hereto; and

WHEREAS, it is anticipated that the State of Connecticut will request the execution of a similar agreement to accomplish the relocation of other municipal utilities within the project area;

NOW, THEREFORE, BE IT RESOLVED THAT Mayor James E. Dyer be and hereby is authorized to execute any and all agreements between the City of Danbury and the State of Connecticut for the relocation of municipal utilities within the Route 7 project area and to take any additional actions necessary to accomplish the purposes hereof.



5

Center for Defense Information

April 26, 1985

Mayor James E. Dyer
155 Deer Hill Avenue
Danbury, CT 06810

Dear Mayor Dyer:

On January 8, 1985, the City Council of Santa Barbara unanimously adopted a very important resolution declaring 1985 as the Year to Reverse the Nuclear Arms Race. Mayor Sheila Lodge of Santa Barbara plans to submit the resolution to the United States Conference of Mayors annual meeting in June. A copy of the Santa Barbara resolution is enclosed.

Also enclosed is a resolution calling for a Simultaneous Test Ban on all nuclear explosions by the United States and the Soviet Union to begin on 6 August 1985, the 40th anniversary of the bombing of Hiroshima. Thousands of individuals and over 140 organizations around the world are working for a Simultaneous Test Ban in commemoration of Hiroshima. Since 1945, over 1,500 nuclear weapons have been exploded. A cessation of nuclear explosions by the United States and the Soviet Union would be an essential first step toward reversing the nuclear arms race and reducing the likelihood of nuclear war. A Simultaneous Test Ban would not endanger our nation's security.

I hope you will consider submitting either or both of these resolutions before your city council for consideration.

Please contact me if you have any questions regarding this important issue or if you desire any information on nuclear weapons tests.

Sincerely,

Gene R. La Rocque
Rear Admiral, USN (Ret.)
Director

P.S. Congresswoman Pat Schroeder of Colorado has introduced a bill in Congress on this matter. The bill is H.R. 1834 and can be obtained from her office in Washington (2410 Rayburn HOB, Washington, D.C., 20515).

Gene R. La Rocque
Rear Admiral, USN (Ret.)
Director

Eugene J. Carroll, Jr.
Rear Admiral, USN (Ret.)
Deputy Director

William T. Fairbourn
Major General, USMC (Ret.)
Associate Director

Kerrill D. Johnson
Major General, USA (Ret.)
Associate Director

James A. Donovan
Colonel, USMC (Ret.)
Associate Director

James T. Bush
Captain, USN (Ret.)
Associate Director

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF
_____ DECLARING 6 AUGUST 1985 THE
DAY TO END ALL NUCLEAR WEAPONS EXPLOSIONS

WHEREAS, 6 August 1985 marks the 40th year since the nuclear bombing of Hiroshima; and

WHEREAS, since 1945 over 1,500 nuclear weapons have been exploded; and

WHEREAS, on average one nuclear weapon is exploded somewhere in the world every week; and

WHEREAS, a cessation of all nuclear explosions would be the first step toward reducing the likelihood of nuclear war by preventing the development of new types of nuclear weapons, and by limiting the spread of nuclear weapons to nations that do not already have them; and

WHEREAS, a cessation of all nuclear explosions would reduce the reliability of nuclear weapons causing the United States and Soviet Union to lose confidence in their ability to launch successfully a first strike; and

WHEREAS, a cessation of all nuclear explosions would improve the opportunities for agreement during current and future nuclear arms control negotiations;

NOW, THEREFORE, BE IT RESOLVED that the _____ City Council hereby:

- 1) Request that the United States and the Soviet Union declare a Simultaneous Test Ban on the explosion of nuclear weapons on 6 August 1985; and
- 2) Request that the President of the United States seek resumption of the Comprehensive Test Ban Treaty talks between the United States, United Kingdom, and the Soviet Union.

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- preventing the deployment of offensive nuclear weapons in outer space;
- expanding the areas of Nuclear Free Zones on the earth and in the oceans;
- pledging No-First-Use of nuclear weapons;
- establishing Joint Crisis Consultation Centers; and
- taking whatever steps are necessary to ensure that nuclear weapons will never again be used; and

3. Request that Summit Meetings be held regularly from this year forward to pursue these goals until nuclear weapons are forever abolished from our earth.

Adopted January 8, 1985

COMMUNICATION &
RESOLUTION
Nuclear Arms Race

✓
6

DANBURY PUBLIC SCHOOLS
School Administration Building, Mill Ridge
Danbury, Connecticut 06811
(203)797-4700

Irene M. Lober, Ed.D.
Superintendent
797-4701

April 24, 1985

The Honorable James E. Dyer
Mayor, City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut 06810

Dear Mayor Dyer:

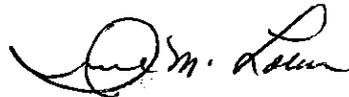
As a part of the application process for the grants attached to school building projects, the municipality's legislative body must authorize the Board of Education to apply for and accept said grants.

I respectfully request that the Common Council authorize the Board of Education to apply for and accept the grants for the Hayestown boiler asbestos abatement project, and the partitions at Rogers Park.

I would hope this could be accomplished at the next Council meeting so the application process can be completed before the end of the fiscal year.

If you need any further information, please contact me.

Sincerely,



Irene M. Lober, Ed.D.
Superintendent of Schools

IML/jgh
cc: C. McManus, President
E. Crudginton, City Clerk

7 ✓

BLISS & MAZZUGCO
ATTORNEYS AT LAW

T. STEVENS BLISS

PRACTICING IN:
CIVIL LITIGATION
CRIMINAL LITIGATION
ADMINISTRATIVE LAW
ALSO MEMBER OF D. C. BAR

WARD J. MAZZUGCO

PRACTICING IN:
CORPORATE AND BUSINESS LAW
CIVIL LITIGATION
REAL ESTATE
ALSO MEMBER OF FLORIDA BAR

57 NORTH STREET SUITE 416
DANBURY, CONNECTICUT 06810
(203) 794-9144

SHARON WICKS DORNFELD
STEPHEN THOMAS ROBERTS

April 23, 1985

Danbury Common Council
155 Deer Hill Avenue
Danbury, CT 06810

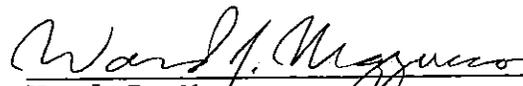
Re: Property on Liberty Street & other locations

Honorable counsel members:

The Redevelopment Agency of the City of Danbury owns properties located on Liberty Street, Delay Street, Patriot Drive, White Street, and Ives Street. The agency has agreed to sell these parcels in phases to John Errichetti Associates, and I have been retained by the buyer to seek the appropriate land use approvals. Accordingly, I respectfully request the Counsel's approval of the extension of any sewer and water lines that may be needed to serve the Redevelopment Agency's properties. Thank you for your cooperation.

Very truly yours,

BLISS & MAZZUGCO


Ward J. Mazzucco

WJM:es

cc: Scott M. Ziegler
John B. Nocera, Jr.

CONSULTANTS & ENGINEERS, INC.

9 HARMONY STREET - DANBURY, CONNECTICUT 06810

TELEPHONE (203) 748-1442

April 2, 1985

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

Re: Oil Mill Property, Oil Mill Road, Danbury, CT

Dear Common Council Members:

The applicant proposes to develop the above referenced site. The property is presently zoned RM - 12.

The applicant does hereby petition the Common Council for the extension of the municipal sewer and water lines now located in the vicinity of the terminus of Oil Mill Road to the above referenced property for the purpose of servicing same. For the convenience of the Common Council, its Sewer and Water Committee, and the Planning Commission, the applicant will soon submit maps of the proposed sewer and water line extensions. If the Council requires any further information, please let me know.

Thank you for your cooperation.

Very truly yours,



David E. Williamson, P.E.
CONSULTANTS & ENGINEERS, INC.

(Engineer for the applicant)

jlw/DEW

CONSULTANTS & ENGINEERS, INC.

9 HARMONY STREET - DANBURY, CONNECTICUT 06810

TELEPHONE (203) 748-1442

April 4, 1985

Mrs. Betty Crudginton
City Clerk
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Re: Oil Mill Property, Oil Mill Road, Danbury, CT

Dear Mrs. Crudginton:

The applicant, Oil Mill Associates, proposes to develop the above referenced site. The property is presently zoned RM - 12.

The applicant does hereby petition the Common Council for the extension of the municipal sewer and water lines now located in the vicinity of the terminus of Oil Mill Road to the above referenced property for the purpose of servicing same. For the convenience of the Common Council, its Sewer and Water Committee, and the Planning Commission, the applicant will soon submit maps of the proposed sewer and water line extensions. If the Council requires any further information, please let me know.

Thank you for your cooperation.

Very truly yours,



David E. Williamson, P.E.
CONSULTANTS & ENGINEERS, INC.

(Engineer for the applicant)

jlw/DEW



CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

SHARON B. HAMILTON, C.P.M.
PURCHASING AGENT

9 ✓
RECEIVED

~~APR 24 1985~~
OFFICE OF CITY CLERK

April 19, 1985

To: Mayor James E. Dyer and Member of the Common Council

Re: Waiver of Bid Procedure

A waiver of the bid procedure is requested to allow the purchase of equipment for the Shelter Rock pump station as described in the attached letter from William J. Buckley, Superintendent of Public Utilities.

According to Mr. Buckley, the equipment was specified because it is "the best choice in terms of operational efficiencies and standardization of equipment". This equipment is only available to us through the original equipment manufacturer's representative for this area. The bid process would be costly in terms of advertising, postage, materials and time and, in this case, it would not result in more than one bid for each item.

I look forward to your consideration in this matter.

S.B. Hamilton, C.P.M., CPPD
SBH/bmm

enc:

cc: J.P. Edwards
W.J. Buckley



9

CITY OF DANBURY
DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

WATER AND SEWER DEPARTMENTS
797-4539

WILLIAM J. BUCKLEY JR., P.E.
SUPERINTENDENT OF PUBLIC UTILITIES

April 2, 1985

TO: Mr. John Edwards, Comptroller
FROM: Mr. William Buckley, Supt. of Public Utilities
RE: SHELTER ROCK PUMP STATION

The attached three purchase requests are for equipment which is to be installed in the Shelter Rock Pump Station. The Shelter Rock Pump Station is one which has been designed by a developer's engineer and when placed on line will take the place of our existing Topstone Pump Station which serves approximately 100 homes in the Shelter Rock area as well as the Shelter Rock School. In recognition of the fact that the new pump station would be a significant improvement for our existing customers in that area and in consideration that the Public Utilities Department had plans to improve the Topstone Station prior to the developer arriving on the scene and further, in consideration that these planned improvements to the Topstone Station were estimated in the neighborhood of \$200,000, an agreement was made between the developer and the Public Utilities Department to supply certain pieces of equipment which would be installed in the pump station designed by the developer's engineer.

Since we have been standardizing our instrumentational equipment and pumping equipment in all of our facilities, we requested that the developer's engineer consider using certain pieces of equipment in his design. Of course standardization of valves and pumping equipment cannot always be achieved and must not be insisted upon when the efficiency of a particular station in terms of its operation are sacrificed. Specifically, there maybe instances

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RECEIVED
APR 8 - 1985
PURCHASING DEPT.

where a certain pump manufacturer manufactures a more efficiently operating pump under the conditions of head that the pump will be subjected to. From an operational standpoint, and solely in the interest of keeping operational costs to a minimum, we always select the most efficient pump. In this particular instance, the pumps and valves and other equipment selected represent the best choice in terms of operational efficiencies and standardization of equipment.

The pump station piping and instrumentation circuitry as well as electrical wiring have been designed around the use of the pieces of equipment requested on the attached purchase request. To consider other vendors for this particular application, will result in a less efficiently operating facility and will require revisions of the design to accommodate the new and different sizes of the pump's valves and equipment.

Based on the above discussion I submit that the equipment, pumps, and valves should be purchased and that the bidding procedure would be unnecessary and a waste of considerable amount of time in your department as well as in mine because no other manufacturers would be suitable for this Shelter Rock Pump Station project. I respectfully request your assistance in moving this matter along as quickly as possible so that any delays are avoided. Your cooperation in this matter will be greatly appreciated.

WJB:bds
Enclosure
cc; Sharon Hamilton

**PLEASE ANTICIPATE YOUR NEEDS
THIS IS A REQUISITION — NOT A PURCHASE ORDER**

REQUISITION ALLOW PURCHASING DEPARTMENT REASONABLE AMOUNT OF TIME TO PLACE ORDER

NO. 52973

THIS IS NOT AN ORDER

RECEIVED
MAR 15 1985

DATE REQUIRED

3/14/85

DELIVER TO DEPARTMENT

Public Utilities (WATER)

Wastewater Treatment Plant

Plumtrees Rd. Danbury Ct.

Att: R. Taylor



CITY OF DANBURY, CONNECTICUT

PURCHASE REQUISITION

P.O. NUMBER

CHARGE TO ACCOUNT NUMBER

ENCUMBERT

DIV.	DEPT.	ACT.	OBJECT CODE
Water	10	20	633 000000
DIV.	DEPT.	ACT.	OBJECT CODE
DIV.	DEPT.	ACT.	OBJECT CODE

SUGGESTED VENDORS (NAME & ADDRESS)

(1)	Aurora Pumps c/o Cardinal Pumps Inc PO Box 343 Glastonbury Ct. 06033	(2)	(3)
-----	---	-----	-----

ITEM	QUANTITY	UNIT	DESCRIBE COMMODITY OR SERVICE REQUIRED IN DETAIL FOR ADDITIONAL ITEMS USE FORM 84-2	PURCHASING USE ONLY		VENDOR 1	VENDOR 2	VENDOR 3
				UNIT PRICE	TOTAL PRICE			
1	3	ea.	Aurora Pumps Model 411 3 x 4 x 10B - BF 50 HP Exact replacement for pumps in system now Price quoted to R. Taylor by Ron Braidich			9,717.00T		

VERIFY THAT COMMODITIES OR SERVICES REQUISITIONED ARE NECESSARY TO CONDUCT PROPERLY THE ACTIVITIES OF THIS AGENCY
ENCUMBERED BALANCES ARE AVAILABLE IN THE APPROPRIATION CONCERNED TO DEFRAY THE ESTIMATED COST.

DEPT OR DIV. HEAD APPROVAL

[Signature]

Taylor

CERTIFICATION OF FUNDS
CERTIFIED BY OR FOR THE COMPTROLLER

BY

DATE

PUR. AGENT

DATE

VENDOR

P.O. NUMBER

**PLEASE ANTICIPATE YOUR NEEDS
THIS IS A REQUISITION - NOT A PURCHASE ORDER**

REQUISITION

NO. 52517

THIS IS NOT AN ORDER

REQUISITION DATE

2/1/85

DELIVER TO DEPARTMENT

Public Utilities, (WATER)

Wastewater Treatment Plant

Plumtrees Rd. Danbury Ct. 06810

Att: R. Taylor



CITY OF DANBURY, CONNECTICUT

PURCHASE REQUISITION

P.O. NUMBER

CHARGE TO ACCOUNT NUMBER

ENCUMBER

DIV.	DEPT.	DIV.	ACT.	OBJECT CODE
	10	20	633	00000
DIV.	DEPT.	DIV.	ACT.	OBJECT CODE
DIV.	DEPT.	DIV.	ACT.	OBJECT CODE

SUGGESTED VENDORS (NAME & ADDRESS)

HOYNS ASSOCIATES INC.

PO Box 644

Ridgewood, N.J. 07450

ITEM	QUANTITY	UNIT	DESCRIBE COMMODITY OR SERVICE REQUIRED IN DETAIL FOR ADDITIONAL ITEMS USE FORM 84-2	PURCHASING USE ONLY		
				UNIT PRICE	TOTAL PRICE	VENDOR 3
1	3	ea.	6" Elec Check Valves Fig. 1740-U Exact Replacement Topstone Pump Station		7,206.00	
2	2	"	Altitude Valves 12" Fig. 3200-D Exact Replacement for West Con. & Spruce Mt. tanks		7,852.00	
			Prices quoted to R. Taylor			
			2/1/85			
					15,058.00	

I HEREBY CERTIFY THAT COMMODITIES OR SERVICES REQUISITIONED ARE NECESSARY TO CONDUCT PROPERLY THE ACTIVITIES OF THIS AGENCY AND THAT UNENCUMBERED BALANCES ARE AVAILABLE IN THE APPROPRIATION CONCERNED TO DEFRAY THE ESTIMATED COST.

REQUISITIONED BY

R. Taylor

DEPT. OR DIV. HEAD APPROVAL

CERTIFICATION OF FUNDS
CERTIFIED BY OR FOR THE COMPTROLLER

BY

DATE

PUR. AGENT

9

VENDOR

P.O. NUMBER



10 ✓

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

SHARON B. HAMILTON, C.P.M.
PURCHASING AGENT

April 2, 1985

To: Mayor James E. Dyer and Members of the Common Council

Re: Waiver of Bids
"Sidewalks and Curbs - Various Schools"

The referenced project has been advertised three times. We have not received any bids on this project, which is part of the Public Improvement Bond Issue. The Board of Awards consisting of Mr. Winkelstern, Attorney Gottschalk and myself request a waiver of the bid procedure to allow us to negotiate with contractors to accomplish this work.

S.B. Hamilton, C.P.M., CPPO
SBH/bmm

cc: R.W. Winkelstern
E.L. Gottschalk
J.P. Edwards
D.A. Garamella



CITY OF DANBURY

DANBURY, CONNECTICUT 06810

THEODORE H. GOLDSTEIN
CORPORATION COUNSEL

ERIC L. GOTTSCHALK
SANDRA V. LEHENY
TERRY L. SACHS

ASSISTANT CORPORATION
COUNSEL

May 7, 1985

PLEASE REPLY TO:

DANBURY, CT 06810

Hon. James E. Dyer, Mayor
and
Hon. Members of the Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut

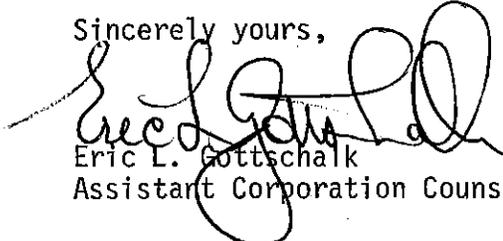
Re: Associated Construction Company - City of Danbury
West Lake Water Treatment Plant

Dear Mayor and Council Members:

Following intensive and lengthy discussions with the contractor, we have now reached a tentative agreement for your approval. The original claim is attached as Exhibit A and the Agreement as Exhibit B.

Your early approval is necessary in order to finalize this matter.

Sincerely yours,


Eric L. Gottschalk
Assistant Corporation Counsel

ELG:cr

Attachments (2)

**CITY OF DANBURY****DANBURY, CONNECTICUT 06810****THEODORE H. GOLDSTEIN**
CORPORATION COUNSEL**ERIC L. GOTTSCHALK**
SANDRA V. LEHENY
TERRY L. SACHSASSISTANT CORPORATION
COUNSEL

April 19, 1985

PLEASE REPLY TO:
155 Deer Hill Avenue
DANBURY, CT 06810
797-4518Edward L. Marcus, Esq.
The Marcus Law Firm
38 Trumbull Street
New Haven, Connecticut 06510Re: Associated Construction Company - City of Danbury
West Lake Water Treatment Plant

Dear Ed:

This will serve to confirm the settlement entered into as between Associated Construction Company and the City of Danbury (subject to approval by its Common Council) relative to the above-captioned matter; namely:

1. On or before thirty (30) days from the date of execution of this agreement, Associated Construction shall, at its sole expense, perform the following work:
 - (a) Adjust placement of rails in so-called Item 12(a) referred to in previous correspondence between the parties so as to conform to tolerances specified by the manufacturer.
 - (b) Make the two doors referred to in Item 53 as above weather resistant;
 - (c) Pay one-half of the cost of Item 83 as referred to above;
 - (d) Replace six windows as referred to in Item 92 as above;
 - (e) Pay the sum of \$422 covering Item 91 as above.
2. The City shall pay to Associated the sum of \$142,217.59 upon execution of this Letter of Agreement. Said sum represents the return of two percent retainage, payment for approved change orders, and payment of the remaining contract balance. The remaining \$30,792.41 shall be paid to Associated through your office upon the completion of the items set forth in Paragraph 1 above.
3. General releases shall be exchanged between the parties leaving open any items under warranty, it being Associated's position that none, in fact, exist and said releases shall be prepared in such a way as to not affect the assignment of the City's claims to Associated as against FGA, or Associated's own claim against FGA.

FEB 16 1984

Law Offices of **Marcus & Burns**

38 Trumbull Street, New Haven, Connecticut 06510

Edward L. Marcus
Robert P. Burns
William H. Cashman
Shelley A. Marcus
James M. O'Connor
Peter K. Motti
Matthew J. Brady
David M. Krassner

February 14, 1984

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

Re: West Lake Water Treatment Plant

Dear Rick:

In accordance with your letter to me under date of January 18, we are enclosing herein an original and one copy of our formal Notice of Claim and final payment estimate. It is my understanding that receipt of same by you now permits us to utilize the funds that you forwarded to us in escrow, condition of the escrow having been resolved.

I further take note of the fact that Claims A-4 and A-5 are clearly for monies that the City has been wrongfully holding, and unless these monies are paid to this office within a reasonable time frame, we will seek punitive damages relative to your wrongful retention thereof.

As indicated to you on behalf of Associated and its subcontractors, Holzner and B.G., we are prepared to meet with you and the other interested parties as soon as possible in order to determine whether or not litigation will, in fact, be required in order to resolve this matter.

Very truly yours,



Edward L. Marcus

ELM/lem
Enclosures

cc: Mr. Angelo J. M. Giardini

FEB 16 1984

Telephone (203) 787-5885

11

Law Offices of **Marcus & Burns**

38 Trumbull Street, New Haven, Connecticut 06510

Edward L. Marcus
Robert P. Burns
William H. Cashman
Shelley A. Marcus
James M. O'Connor
Peter K. Motti
Matthew J. Brady
David M. Krassner

February 10, 1984

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

Re: West Lake Water Treatment Plant Renovation and Enlargement,
F.G.A. #78-172-21

Dear Mr. Gottschalk:

PLEASE TAKE NOTICE, that by reason of the disputes which have arisen out of the planning, design, administration, coordination and supervision of the above named project, the general contractor Associated Construction Company and subcontractors Holzner Electric, Incorporated and B-G Mechanical Contractors, Inc. hereby present their claims against the City of Danbury, revised as of the above date.

This Formal Notice of Claims is submitted in compliance with GC-12 of the contract documents, the aggregate of the claims presented herein representing the FINAL PAYMENT ESTIMATE of the Associated Construction Company.

The claim of the Associated Construction Company is as follows:

CLAIM A-1. Extended performance costs including, but not limited to, invoices, general administrative and overhead expenses and site costs, 12/15/82 through 2/10/84.

Site expenses	\$ 18,000.00
Executive supervision and clerical costs	45,000.00
General administrative and overhead	<u>205,000.00</u>
Subtotal	\$268,000.00

Law Offices of
Marcus & Burns

Eric L. Gottschalk
February 10, 1984
Page 2

Profit at a rate of 15%	<u>40,200.00</u>
Subtotal	\$308,200.00
Interest at a rate of 12% from 12/15/82 to 2/10/84	<u>21,076.00</u>
TOTAL OF CLAIM A-1	\$329,276.00

CLAIM A-2. Payment of funds presently being held back by the City.

Retainage as of 2/10/84	\$ 89,031.15
Interest at 12% from 12/15/83 to 2/10/84 (\$29.77 per diem)	<u>1,668.39</u>
TOTAL OF CLAIM A-2	\$ 90,699.54

CLAIM A-3. Outstanding change order proposals for payment for work performed by Associated Construction Company.

1. Extra work at third floor I & C Building. Removal of extra chemical hopper, flooring and chemical build-up:	\$ 1,242.00
2. Service for Plant water pumps as requested	353.00
3. Extra work by miscellaneous metals contractor at various beams penetrated by piping as directed	723.00
4. Installation of 1/2" tubing to drains - raw water sample room	189.00
5. Modifications to sample pumps at filter room as directed	1,777.00
6. Modifications to fluoride system	2,623.00

Law Offices of
Marcus & Burns

Eric L. Gottschalk
February 10, 1984
Page 3

7. Removal of specified sample pumps and replacement with new pumps as directed	3,966.00
8. Corrective work at I & C Building stairway gallery to first floor	2,077.00
9. Added piping, valves, fitting, etc. for systems not part of contractual obligation	14,322.00
10. Added piping, valves, fitting, for equipment re: sample pumps and appurtenances	2,737.00
11. Relocation of actuators and linkage for damper filter building as directed	759.00
12. Premium time for removal of 20" valve #227	399.00
13. Overtime work by mechanical contractor	2,293.00
14. Premium time for mechanical contractor for work outside normal working hours re: tie-ins	<u>\$ 1,746.35</u>
Subtotal	\$35,206.35
Profit at 15%	<u>5,280.80</u>
Subtotal	\$40,487.15
Interest at 12% from 12/15/82 to 2/10/84	<u>5,537.31</u>
TOTAL OF CLAIM A-3	\$46,024.46

Law Offices of
Marcus & Burns

Eric L. Gottschalk
February 10, 1984
Page 4

CLAIM A-4. Base Contract Items unpaid to date.

\$30,112.00

Interest from 12/15/82 to
2/10/84

4,118.00

TOTAL OF CLAIM A-4 \$34,230.00

CLAIM A-5. Approved change orders unpaid to date.

C.O. #

75	Rework sample lines at chem. fill station F & I tubing loops at sample pumps	\$ 1,291.00
76	F & I 6" gate valve on plant water discharge	373.00
77	Purchase of chemicals as requested	16,676.00
78	Change power feed for liquid caustic in lime mixer for 1 \emptyset , 120V to 3 \emptyset 460V	1,194.00
79	Provide 110V power for stroke signal metering pumps Alum 1 & 2 Fluosilicic acid 1 & 2	533.00
80	Replace .050 KVA transformer for exhaust fan #6 within MCCI & replace with .750 KVA transformer	454.00
81	Add 2 relays with N.O. N.C. contacts for green lens on status alarm light	421.00

Marcus & Burns

Eric L. Gottschalk

February 10, 1984

Page 5

82	F & I new C.I. roof drains (wade 3500 series) as directed (T & M)	5,349.00
83.	Add plates to seal slide gate openings at filter building (2 ea. adjacent to SG 12 & 13)	4,270.00
84	F & I pressure gauge on caustic transfer pumps as directed by A. Casterina of FGA	390.00
86.	F & I new circuit brd. for transmitter for influent Venturi in M.H. at sample building	344.00
87	Agreed-to add (negotiated) for support beams (2) for grating at Lift Station	<u>500.00</u>
	Subtotal	\$31,795.00
	Interest from 12/15/82 to 2/10/84	<u>4,347.20</u>
	TOTAL OF CLAIM A-5	\$36,142.20

CLAIM A-6. Cost to carry Builders Risk Insurance during time of extended performance.

		\$10,608.00
	Interest from 12/15/82 to 2/10/84	<u>1,451.00</u>
	TOTAL OF CLAIM A-6	\$12,059.00

TOTAL OF ASSOCIATED CONSTRUCTION COMPANY'S CLAIM \$548,431.20

Eric L. Gottschalk

February 10, 1984

Page 6

The claim of Holzner Electric, Incorporated is as follows:

CLAIM B-1. Cost overruns in productive manhours.

	\$61,758.00
Profit at the rate of 15%	<u>9,264.00</u>
Subtotal	\$71,022.00
Interest at 12% from 12/15/82 to 2/10/84	<u>9,713.00</u>
TOTAL OF CLAIM B-1	\$80,735.00

CLAIM B-2. Extended performance costs including administration, supervision and site costs, from 12/15/82 through 2/10/84.

	\$ 8,100.00
Profit at the rate of 15%	<u>1,215.00</u>
Subtotal	\$ 9,315.00
Interest at 12% to 2/10/84	<u>1,273.00</u>
TOTAL OF CLAIM B-2	\$10,588.00

CLAIM B-3. General administrative and overhead costs, from 12/15/82 to 2/10/84

	\$60,900.00
Profit at the rate of 15%	<u>9,135.00</u>
Subtotal	\$70,035.00
Interest at 12% to 2/10/84	<u>4,902.00</u>
TOTAL OF CLAIM B-3	\$74,937.00

CLAIM B-4. Engineering and administrative costs incurred over and above that which were reasonably expected.

Law Offices of
Marcus & Burns

Eric L. Gottschalk
February 10, 1984
Page 7

	\$7,392.00
Profit at a rate of 15%	<u>1,109.00</u>
Subtotal	\$8,501.00
Interest at 12% from 12/15/82 to 2/10/84	<u>1,161.00</u>
TOTAL OF CLAIM B-4	\$9,662.00
SUBTOTAL OF CLAIMS B-1 TO B-4	\$175,922.00
General overhead and profit due Associated Construction Company at 15%	<u>26,388.00</u>
TOTAL OF HOLZNER ELECTRIC, INCORPORATED'S CLAIMS	\$202,310.00

The Claim of B-G Mechanical Contractors, Inc. is as follows:

CLAIM C-1. Extended performance costs, including, but not limited to, invoices, general administrative and overhead expenses and site costs. from 12/15/82 to 2/10/84.

Direct labor, materials and supervision	\$130,335.00
Site expenses	6,246.00
General administrative and overhead	<u>70,288.00</u>
Subtotal	\$206,869.00
Profit at a rate of 15%	<u>31,030.00</u>
Subtotal	\$237,899.00
Interest at a rate of 12% to 2/10/84	<u>16,268.00</u>
TOTAL OF CLAIM C-1	\$254,167.00

Eric L. Gottschalk
February 10, 1984
Page 8

Law Offices of
Marcus & Burns

CLAIM C-2. Outstanding change order proposals for payment for work performed by B-G Mechancial Contractors, Inc.

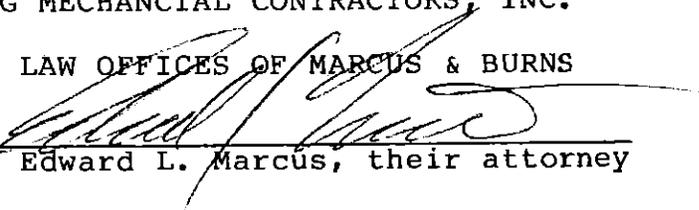
	\$55,000.00
Profits at 15%	<u>8,250.00</u>
Subtotal	\$63,250.00
Interest at 12% from 12/15/82 to 2/10/84	<u>8,649.00</u>
TOTAL OF CLAIM C-2	\$71,899.00
SUBTOTAL OF CLAIMS C-1 and C-2	\$326,066.00
General overhead and profit due Associated Construction Company at 15%	<u>48,910.00</u>
TOTAL OF B-G MECHANICAL CONTRACTORS, INC.'S CLAIM	\$374,976 00

TOTAL OF PRESENT CLAIM AGAINST THE CITY OF DANBURY \$1,125,717.20

The claimants reserve their right to amend their claims to reflect additional charges running through the date of final hearing. The claimants further reserve their general right to amend the nature and the monetary value of their claims to conform to any variations in proof as may become known.

THE ASSOCIATED CONSTRUCTION COMPANY
HOLZNER ELECTRIC, INCORPORATED
B-G MECHANICAL CONTRACTORS, INC.

BY LAW OFFICES OF MARCUS & BURNS

BY 
Edward L. Marcus, their attorney

ELM:dln

cc: Flaherty Giavara Associates, Inc.
One Columbus Plaza
New Haven, CT 06510

THE CITY OF DANBURY hereby acknowledges receipt of this FORMAL NOTICE OF CLAIM and FINAL PAYMENT ESTIMATE in compliance with GC-12 of the Contract Documents.

THE CITY OF DANBURY

by _____
Eric L. Gottschalk, Assistant
Corporation Counsel



12 ✓
GOODFELLOW-ASHMORE AGENCY, INC. / Real Estate Since 1934

(203) 744-7000

54 Main St., P.O. Box 617, Danbury, CT 06810-0617

April 1, 1985

Honorable James Dyer
Danbury City Hall
155 Deer Hill Avenue
Danbury, Ct. 06810

Dear Mayor Dyer:

The following office lease-space is currently on the market and is submitted for consideration to the Common Council of the City of Danbury. They are all located in a convenient downtown location.

BEAUTIFUL MODERN OFFICE SPACE -- AVAILABLE IMMEDIATELY

700 square feet up to 8,000 square feet, all on the same floor from \$365.00 per month.

1,090 square feet with 4 rooms at \$9.50 a square foot for \$750.00 per month.

2,100 square feet, 7 rooms at \$9.50 a square foot. Owner will divide.

All of the above have the following features:

1. Ample parking
2. Wall to wall carpeting
3. Own private lavatory
4. Acoustic ceiling
5. Own pantry with sink/cupboards
6. Individual heat & air conditioning system

Please contact me for any further particulars you may require.

Respectfully submitted,
GOODFELLOW-ASHMORE AGENCY, INC.


Edward C. O'Connell, CRS, CAS
Realtor

EOC:bc

Individual Membership
Society of Industrial
Realtors



Attention: Connie Mc Manus ✓

April 21, 1985

13

Mr. Gregory Bonadies
Principal Sanitarian
State Health Department
150 Washington Street
Hartford, Connecticut

Re: timely residential garbage removal

Dear Sir:

Per my phone conversation on April 10 with Richard Laiuppa in your department, I have decided to write you about a recent incident which besides making me furious also caused me to feel shame and fear that the health and safety of my children and neighbors is subject to an unacceptably slow process of legal procedures which do much to protect the rights of absentee landlords but little to make them truly accountable for their social responsibilities and consequently little to protect the public health.

On Thursday, April 4, I call the refuse company named on the dumpster placed across the street in the front yard of an old home converted into at least three apartments. I tell them that there has been no trash removed from this dumpster for over three weeks- I have seen the same trash piled about 3 feet high and, also scattered loose on the ground around the dumpster for over three weeks (I am certain of the amount of time since I have been picking up loose trash blown and carried over across the street for over three weeks).

On Monday, April 8, there has been no trash removal; rather more trash and now the animals (dogs, cats and birds for an observed fact and rats for a possibility) are feeding on the garbage in the torn-apart bags.

On Monday, April 8, I call the Danbury Health Department (Environmental Services) and clearly explain not to a secretary but to a principal administrator that this unhealthy situation has gone too far and I expected timely service. I call back again a couple of hours later furious because what I had feared just happened: because a dog has dragged a whole bag of garbage across the street into my front yard and my young child is playing with it. I demand my childrens' right to timely service.

On Wednesday, April 10, I call the Danbury Health Department.

On Wednesday, April 10, I also call the Danbury Mayor's Office.

On Friday, April 12, I call the Danbury Fire Marshal's Office because it is now clear that, with the dumpster only two feet from this old wooden structure and with loose trash piled up against this apartment building, there is a real fire hazard.

On Monday, April 15, I call again the Danbury Mayor's Office.

On Monday, April 15, I call the Danbury Health Department and am told that the landlord was notified to remove the garbage by April 12. And here I am with dated photographs of this health (and fire) hazard which I took on April 14.

On Monday, April 15, I call again the Danbury Fire Marshal's Office and am told that it was felt that faster action could be obtained by local health department rather than acting under state statutes. However, we now have at least five week's accumulation of garbage and it is obvious by the landlord's failure to comply that the landlord is not impressed by the consequences of contempt for Danbury's Health Department. Consequently, the Fire Inspector tells me that on this date, April 15, he will send a registered letter giving the landlord until 4 PM Thursday, April 18, to remove the garbage.

On Wednesday, April 17, I call the Danbury City Attorney's Office and find out that not only have papers not been received as yet from the Health Department but I am also made aware that even when these papers are received it could be at least two more weeks before a judge writes up the landlord and before a sheriff serves the papers in person- assuming the landlord not in Florida. I am also made aware that although at least seven weeks might pass before this health hazard is addressed in the courts (note we are not talking about removing the garbage), all the landlord has to do to avoid legal penalty is to clean up this mess before all this human effort brought to bear on an obvious violation of both the letter and the spirit of the law ever winds up in court. In other words, the landlord has nothing to fear from all this advanced notice. In the meantime, I and my neighbors (who I learn are now independently notifying the Health Department of their concerns) can't help but feel that we are managing the landlord's property and that the legal system appears as a paper tiger.

On Thursday, April 18, only four hours before the Fire Marshal's Office deadline the garbage is removed. (And it is relevant to note that the garbage haulers tell a neighbor that all the landlord had to do was to pay their refuse company the \$200 that the landlord knowingly owed them for over five weeks.)

During this inordinate amount of time, my young children not only see and play with this disgusting matter but also the tenants of that apartment building and especially the lady next door, who in her seventies can not walk unassisted, are all subject to the real risk of death by fire.

Fortunately the Fire Marshal's Office was able to put a fire, so to speak, under the landlord to overcome his arrogant and contemptible attitude regarding the health hazard.

One wonders how much time would have lapsed if the landlord were only in violation of a local health code. The best way to assure contempt for law is to enact laws that can not or are not enforced.

As a consequence of all these legal procedures, a landlord (not only physically absent) is allowed the time to work out his cash flow problems while those immediate to his neglect risk contagion- disease is spread on contact, disease does not wait 5 days, 30 days or in this case 5 weeks.

For a generation that has had to relearn how to wash its hands, we need also to rework our health codes to make them effective deterrents to the spread of disease and not legal loopholes that stick responsible people with other people's garbage- which landlords are paid handsomely to remove.

If I can assist your department in any way to realize effective laws that afford a sanction sufficient to preclude the inordinate amount of time required to redress a health hazard, please let me know.

One positive recommendation that I suggest is as follows: the local health department needs to be empowered to remove the garbage at the end of the warning period and to fine the landlord an amount sufficient to cover expenses and then, with the health hazard now timely removed, bring the landlord to court if the fine is not paid or if the appropriateness of the fine in a particular instance is moot.

The landlord must be held truly accountable in order that the law be effective in its intent not to fine but to protect the public health. However, by no means can one be expected to accept an accumulation of garbage for over five weeks while those removed from the health hazard invoke such terms as "rights" and "legal procedures".

What if the children who played around the dumpster or my own children, who were fortunate to have the garbage brought by wind and animal across the street, were to suffer an illness, especially a grave illness, or were to be severely bitten by the stray dogs that feed on this garbage. If that were to happen, then whose "rights" and what "legal procedures".

Sincerely,
Ronald Blonski
Ronald Blonski
18 Griffing Avenue
Danbury, Connecticut

cc: James E. Dyer, Mayor of Danbury

✓ Connie McManus, President of Danbury Common Council

14 ✓

PINNEY, PAYNE, VAN LENTEN, BURRELL, WOLFE & DILLMAN, P.C.

ATTORNEYS AT LAW

26 WEST STREET

POST OFFICE BOX 650

DANBURY, CONNECTICUT 06810

(203) 743-2721

A. SEARLE PINNEY
BOBBY S. PAYNE*
THOMAS W. VAN LENTEN
HUGH A. BURRELL
ROBERT J. WOLFE
JOHN M. DILLMAN
WILLIAM S. STEELE, JR.
JEFFREY B. SIENKIEWICZ
TED D. BACKER**

JAMES H. MALONEY
MICHAEL S. McKENNA
ALFRED P. FORINO

NEW MILFORD OFFICE
46 MAIN STREET
NEW MILFORD, CONNECTICUT 06776
(203) 355-1181

RIDGEFIELD OFFICE
401 MAIN STREET
RIDGEFIELD, CONNECTICUT 06877
(203) 438-3726

COUNSEL
THOMAS L. CHENEY

*ALSO ADMITTED IN VA
**ALSO ADMITTED IN D.C. AND NY

April 8, 1985

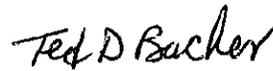
Common Council of the
City of Danbury
City Hall
155 Deer Hill Avenue
Danbury, CT 06810

Re: City of Danbury - Danbury Hospital
Ambulance Program

Dear Members of the Common Council:

The attached is hereby submitted for your action at the next Common Council meeting to be held on May 7, 1985.

Sincerely,



Ted D. Backer

TDB/ssa
Enclosure

cc: Eric L. Gottschalk, Esq.
Mrs. Martha L. Fordiani

AGREEMENT

This Agreement dated and entered into this day of , 1985, by and between the CITY OF DANBURY, a municipal corporation organized and existing under the laws of the State of Connecticut, (hereinafter designated as the "City"), and THE DANBURY HOSPITAL, a corporation organized and existing under the laws of the State of Connecticut, and having a principal place of business in the City of Danbury, County of Fairfield, and State of Connecticut (hereinafter designated as the "Danbury Hospital");

W I T N E S S E T H:

WHEREAS, the City and Danbury Hospital agree that the Danbury Hospital Emergency Room employees from time to time, may, for purposes of training and observation of non-Danbury Hospital paramedics, ride in the Danbury Fire Department ambulances.

WHEREAS, the City of Danbury and the Danbury Hospital agree that this program is a benefit to the Community.

NOW, THEREFORE, it is hereby agreed that Danbury Hospital shall at all times indemnify and save harmless the City, its agents and employees, from and against all cost or expense resulting from losses, damages, suits and claims which said City may suffer or be subjected to by reason or on account of the negligence of the employees or agents of Danbury Hospital riding in the Danbury Fire Department ambulance in connection with the hereinabove program.

It is understood and agreed that the Hospital personnel are participating in the program for training and observation and not for the purpose of rendering care or treatment to individuals being transported in the ambulance to a health care facility, including but not limited to Danbury Hospital.

It is further agreed that the City shall at all times indemnify and save harmless the Danbury Hospital, its agents and employees, from and against all cost or expense resulting from losses, damages, suits and claims which said Hospital, its agents or employees, may suffer or be subjected to by reason or on account of the negligence of the City, its agents or employees, participating in the hereinabove program.

This Agreement shall only be effective after judicial determination, arbitration or by private agreement as to the liability or the relative liability of either Danbury Hospital, its agents or employees, or the City of Danbury, its agents or employees.

This Agreement is not intended in any way to alter the protection from liability afforded to firemen, trained ambulance personnel, nurses and physicians under the "Good Samaritan Law" as now and hereafter set forth in Connecticut General Statutes Section 52-557b or in any way amend or alter the Connecticut comparative negligence statutes.

When riding in the the Danbury Fire Department ambulance, the Danbury Hospital personnel will be protected to the extent provided by law from liability as "ambulance personnel" as that term is set forth in the "Good Samaritan Law".

This Agreement may be terminated by thirty (30) days' prior written notice to either party, said notice to be delivered by registered mail to the following parties:

FOR THE CITY:

FOR THE DANBURY HOSPITAL:

IN WITNESS WHEREOF, we have hereunto set our hands and seals this day of _____, 198 .

Signed, sealed and delivered in the Presence of:

THE CITY OF DANBURY:

By: _____
Its
hereunto duly authorized

THE DANBURY HOSPITAL

By: _____
Martha L. Fordiani
Its Director of Operations
hereunto duly authorized

By: _____
George Terranova
Its
hereunto duly authorized

15

HERBERT V. CAMP, JR.
Attorney At Law
409 Main Street
P.O. Box 759
Ridgefield, Connecticut 06877

Telephones: 438-0462

Residence: 438-4647

April 12, 1985

Honorable James E. Dyer, Mayor and
The Honorable Members of City Council
City Hall
Danbury, Connecticut 06810

Re: Golden Hill Condominium/Golden Hill Road Right of Way

Dear Mr. Mayor and Ladies and Gentlemen:

I am writing as one of the owners/developers of the condominium complex known as Landmark at Golden Hill located at 6 Golden Hill Road, Danbury, Connecticut. I am writing to request permission pursuant to Section 17-41 of the Danbury Ordinances to maintain a portion of a small retaining wall which extends into to City of Danbury right of way of Golden Hill Road approximately twelve feet from our property wall.

The wall in question is shown on the enclosed photocopy of a portion of a survey entitled "Landmark at Golden Hill Condominium" and dated April 26, 1984 (revised to December 10, 1984). The wall is also shown on the enclosed photograph. In the photograph, the wall is circled in ink and the property marker is also circled. The property marker is an orange post.

The wall is over twenty-five feet back from the traveled portion of Golden Hill Road and does not interfere with the use of the road in any manner.

The wall could be removed and the area graded but in order properly to grade it it would be required to cut back significantly into the adjacent hill and probably fatally damage the large tree shown in the photograph in front of the beige brown house. Failure to grade would result in an unattractive cut in the hillside and possible cause erosion into the driveway.

We believe the request to maintain the wall falls well within the letter and spirit of Section 17-41 and respectfully request your favorable action. Section 17-41 states in part "It is also desirable to allow individuals and utility companies to utilize highway rights-of-way for purposes other than transportation". Section 17-41 specifically includes "retaining walls" among the

"types of operations" which may be permitted within city rights-of-way. Section 17-53 implies that permission will be granted unless "...the work called for in an application would cause substantial or needless damage to a highway, create excessive disturbances to traffic, or cause exceptionally dangerous conditions not commensurate with the benefits to the applicant...". The request in this letter does none of the above and for that reason we respectfully request its approval.

Very truly yours,

GOLDEN HILL CONDOMINIUM, INC.

BY Herbert V. Camp, Jr.
Herbert V. Camp, Jr.

P.S. At the suggestion of Eric Gottchalk, I am sending a copy of this letter to Mrs. Crudginton, City Clerk, thereby requesting that the matter be placed in the Council Agenda.

HERBERT V. CAMP, JR.
Attorney At Law
409 Main Street
P.O. Box 759
Ridgefield, Connecticut 06877

Telephones: 438-0462

Residence: 438-4647

April 12, 1985

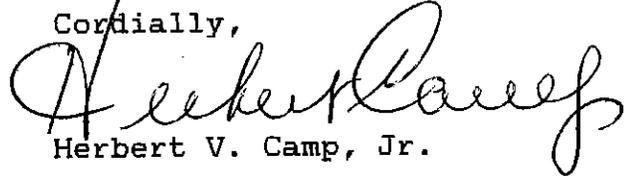
Mrs. Elizabeth Crudginton
City Clerk
City Hall
Danbury, Connecticut 06810

Dear Mrs. Crudginton:

I enclose at the suggestion of Eric Gottchalk a request to maintain a small retaining wall within the City right-of-way at Golden Hill Road. Please have this matter placed on the Common Council agenda. It is my understanding it is automatically referred to committee. I would appreciate you advising me of what date and time the committee will meet.

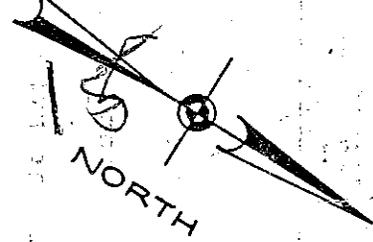
Thank you in advance for your attention to this request.

Cordially,



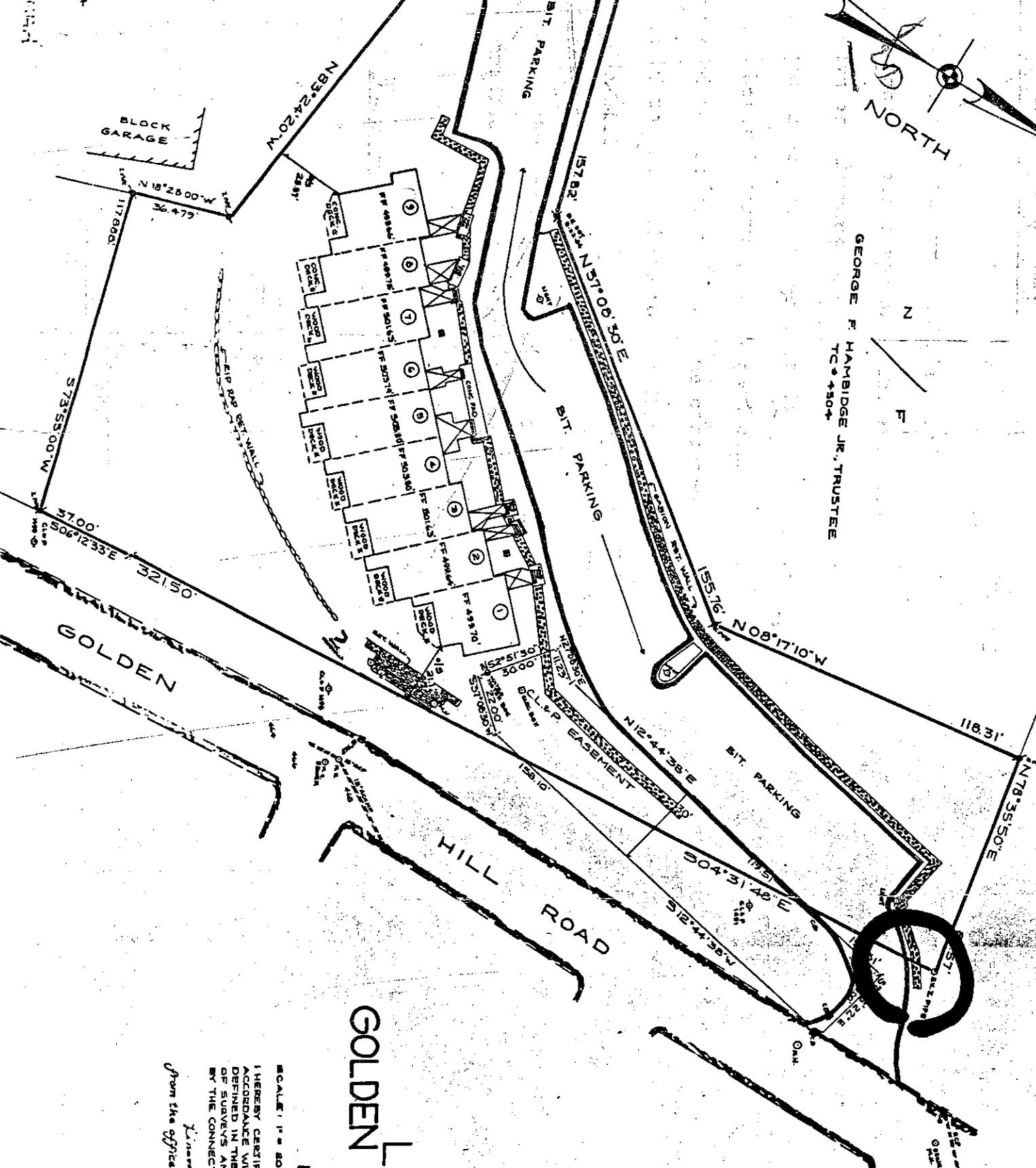
Herbert V. Camp, Jr.

HVCJr:tmr



GEORGE F. HAMBIDGE JR., TRUSTEE
TC # 4304

WALTER S. & JUDITH A. CZAJKA



GOLDEN HILL LANDMARK AT CONDOMINIUM

GOLDEN HILL ROAD
DANBURY, CONNECTICUT

54,451 SQUARE FEET
1.250 ACRES

APRIL 24, 1984

I HEREBY CERTIFY THAT THIS MAP AND SURVEY WERE PREPARED IN ACCORDANCE WITH THE STANDARDS OF A CLASS "A-2" SURVEY, AS DEFINED IN THE CODE OF PRACTICE FOR STANDARDS OF ACCURACY OF SURVEYS AND MAPS, ADOPTED DECEMBER 10, 1975, AS AMENDED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC.

Licensed Land Surveyor
from the office of LINWOOD R. GEE, Danbury, Connecticut 06756



LEGEND

- EXISTING IRON PIN OR PIPE
- SET IRON PIN OR PIPE
- EXISTING CONCRETE MONUMENT
- CATCH BASIN
- UTILITY POLE
- NOTE: REVISED 7-11-84 TO SHOW MANHOLES
- PORCHES, BALCONIES AND PATIOS ARE LIMITED TO EXISTING



CITY OF DANBURY
CITY HALL
DANBURY, CONN. 06810

Catherine A. Skurat, CCMC
TAX COLLECTOR

16 ✓
TELEPHONE:
(203) 797-4541

April 17, 1985

Honorable Mayor James E. Dyer,
and Members of the Common Council
City Hall
155 Deerhill Avenue
Danbury, Connecticut 06810

Dear Mayor Dyer and Council Members:

Enclosed please find, for your approval, a detailed list of names and amounts of City taxes, which for various reasons I consider uncollectible and am recommending for transfer to the Suspense List. Only those names which I have placed a check mark before, are to be transferred.

I have recommended that the total amount of \$163,085.09 be transferred to Suspense prior to the end of this fiscal year (June 30, 1985). I realize that this is a very large amount, but the list has not been kept up and filed on a yearly basis for at least the last two years. Although I am requesting that these amounts be transferred to the Suspense List, this does not mean that the tax office will not try everything we can to keep attempting to collect these accounts.

Attached you will find a complete breakdown, by Grand List Year, of the amounts and classification (Boats, Motor Vehicle, etc.) to which I have recommended transfers.

Thank you for your prompt attention to this matter, and if you have any questions, please do not hesitate to contact me.

Sincerely,

Catherine A. Skurat, CCMC

Catherine A. Skurat, CCMC
Tax Collector

SUSPENSE TRANSFERS FISCAL YEAR 1984-1985

GRAND LIST YEAR	AIRCRAFT	BOATS	MOBIL HOMES	MOTOR VEHICLE	PERSONAL PROPERTY
1969				\$ 138.37	
1970				449.74	\$ 3,166.83
1971				411.36	257.16
1972				120.29	3,064.17
1973				111.63	10,862.65
1974			\$ 27.93	664.73	4,875.51
1975	\$ 5,892.03				21,591.33
1976	4,343.90	\$1,231.95	185.12		28,171.33
1977	13,249.48	674.85	118.39		7,697.70
1978	6,546.85	1,060.44	121.94		6,264.67
1979	11,442.83	2,338.28	284.79		19,244.59
1980	4,974.87	1,582.47	720.68		
1981			681.82		
1982			514.41		
GRAND TOTALS	<u>\$46,449.96</u>	<u>\$6,887.99</u>	<u>\$2,655.08</u>	<u>\$1,896.12</u>	<u>\$105,195.94</u>

GRAND TOTAL TO BE TRANSFERRED TO SUSPENSE LIST

\$163,085.09

17 ✓

SANTANIELLO & ALLEN

ATTORNEYS AT LAW

ALFRED SANTANIELLO
WILLIAM D. ALLEN
ALFRED SANTANIELLO, JR.

CARL S. BACK*
WILLIAM A. PELLETREAU

*MEMBER ALSO OF FLORIDA BAR

1 MOTT AVENUE
P.O. BOX 756
NORWALK, CT 06852

(203) 838-5576
(203) 853-1601

April 9, 1985

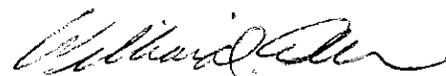
Common Council
City of Danbury
141 Deer Hill Avenue
Danbury, CT 06810

Dear Council Members:

My client, the Norwalk Savings Society, holds mortgages on numerous property in the Town of Danbury and escrows for taxes on many of these properties. On January 18, 1985, my client mailed to the Tax Collector of the City of Danbury, a check in the amount of \$27,452.08, a copy of which is enclosed, to pay taxes for the second half which were due January 1, 1985. Sometime in the middle of February, the Bank received calls from many of their customers indicating that they have received delinquent notices from the Town. On February 26, 1985, the Bank sent a form to the Tax Collector asking them to sign a stop payment so that the Bank could forward the request to the Union Trust Company, on which the check was drawn. The Tax Collector refused to do this. On February 28, 1985, the Bank issued a new check and delivered it to the Town requesting that under the circumstances they not be charged any interest. The Tax Collector refused to do this and deducted two (2) months interest from the check.

The Bank has put a tracer on the letter and it has never been found. As the Bank, over a period of years, has been regularly sending checks to the Tax Collector, it would seem that a notice would have been sent directly to the Bank prior to the end of the month rather than waiting until the time was delinquent and then notifying the Bank's customers. It would seem that this check was either lost in the mail or lost in the Tax Collector's office and under the circumstances, I would request that the Council waive the interest that was charged and erase the delinquencies presently existing on all these properties.

Very truly yours,



WILLIAM D. ALLEN

WDA:mmp
Encl.

cc: Ted Goldstein, Esq.

Note: No copy of check enclosed.

M.R.

COPY 17

SANTANIELLO & ALLEN

ATTORNEYS AT LAW

ALFRED SANTANIELLO
WILLIAM D. ALLEN
ALFRED SANTANIELLO, JR.

CARL S. BACK*
WILLIAM A. PELLETREAU

*MEMBER ALSO OF FLORIDA BAR

1 MOTT AVENUE
P.O. Box 756
NORWALK, CT 06852

(203) 838-5576
(203) 853-1601

April 9, 1985

RECEIVED

APR 12 1985

OFFICE OF CITY CLERK

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

Dear Council Members:

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Very truly yours,

WILLIAM D. ALLEN

WDA:mmp
Encl.

cc: Ted Goldstein, Esq.

WE CONFIRM HAVING
ISSUED YOU OUR CHECK

NORWALK SAVINGS SOCIETY

101288

51-110
211

DATE January 18, 1985

IN FAVOR OF *****TAX Collector City of Danbury*****

FOR NORWALK SAVINGS SOCIETY AND OBJECTS

\$ * 27,452.08

DRAWN ON

UNION TRUST COMPANY
NORWALK OFFICE, NORWALK, CONN.

CUSTOMERS COPY - NOT NEGOTIABLE



AUTHORIZED SIGNATURE

SAVE THIS RECEIPT FOR YOUR RECORDS

17

18 ✓

April 2, 1985

Mrs. Constance McManus
Common Council
City Hall
155 Deer Hill Avenue
Danbury, Conn. 06810

Dear Mrs. Constance McManus:

Four years ago the Fair Rent Commission of Danbury was unable to collect the rent they were suppose to collect from Mr. Bastiani. Mr. Bastiani was ordered to pay the rent directly to the Fair Rent Commission instead of to me.

At the end of the ten week period of time and all improvements were made the Bastiani's left and I went to the Fair Rent Commission to collect the rent money owed to me. They explained that because they were so short on personal that they neglected to collect the rent.

The Fair Rent Commission was negligent in their responsibility to follow through on their own orders (see enclosure)

The Commission therefore becomes liable for the uncollected money and any other damages that may have resulted.

As a total settlement of this case of neglect I am asking for the six hundred and fifty dollars which was originally to be collected by the Commission for the ten weeks of rent. Please note the copy of Mayor Dyers letter enclosed.

Sincerely,



Harold Eide

enc.
HPE/de

Corporation Counsel to proceed with this case.

MS. MICHELICO: I make a motion that we tell the Corporation Counsel.

MR. BOTELHO: Ah -

MR. GODFREY: Just a minute Manny.

MR. BOTELHO: Our decision on that was first of all that violations be met or corrected. Also that the rent was harsh and unconscionable. That was our decision, right?

MR. GODFREY: Yeah, we rolled it back from \$75 to \$65 and ordered it into, to be paid to us until such time as violations were corrected and then we'd turn it over.

MRS. DEEP: What does Mr. Eide feel about this, does anybody know?

MR. EIDE: Ah -

MR. GODFREY: At this point the case is before the Fair Rent Commission and we're not hearing procedure, we're in discussion, and it's decision making.

All right, let's just draft this decision up a little more formally if we can, try that Sally.

The Fair Rent Commission requests Corporation Counsel to bring action to enforce our order of January 29, 1981 in the matter of Bastiani vs. Eide as the commission is empowered under section 10-38 of the ordinances of Danbury.

MR. GODFREY: We have the motion on the floor, is there a second?

MR. BOTELHO: I'm just thinking about this. I -

MR. GODFREY: There is no discussion if there is not a second.

MR. BOTELHO: I don't think we've got a leg to stand on -

MRS. DEEP: No -

MR. GODFREY: There is no discussion until we have a second.
Is there no second?

MR. BOTELHO: All right, I'll second it.

MR. GODFREY: Seconded for discussion. Now, go.

MR. BOTELHO: I don't think we've got a leg to stand on.

MR. GODFREY: What do you mean?

MR. BOTELHO: Trying to get that money. Who are we to get that
money?

MRS. DEEP: We're not -

MR. GODFREY: It's not our problem, it's the Corporation Counsel's.

MRS. DEEP: Yeah, but -

MR. BOTELHO: Who are we to say.

MR. GODFREY: We made a decision.

MR. BOTELHO: We made a decision. Yes, I also think, I gather the
fellow that's supposed to get that money has to be the landlord,
and get his own lawyer to do it, not us.

MRS. DEEP: It would be using our legal services for the benefit
of the landlord, and that's not -

MR. GODFREY: No it's not, it's a matter of - are we setting a
precedence that in the future any tenant can ignore our order.

MRS. DEEP: Yeah, but we're not a -

MR. GODFREY: We are a Fair Rent Commission and we are empowered to
go to a court to enforce our order.

MS. MISHCO: And our order is, that that amount be paid into our
escrow account, which wasn't and so because of that, they have taken
off, the money is not, there's no way the landlord can get that money.

MR. GODFREY: Under that order the money is owed to us.

MS. MISHCO: And it will be -

MR. GODFREY: In other words, ah, yeah exactly, are we going to say that in the future, that if you want to avoid Fair Rent Commission, just move away.

MRS. DEEP: The question is if you're not -

MR. GODFREY: I think it's a moral principle rather than the money at this point.

MRS. DEEP: Well -

MR. BOTELHO: We should have the money in our escrow.

MS. MISHICO: Yes.

MR. BOTELHO: He should have paid us the money, we should have it in escrow.

MR. GODFREY: Right.

MS. MISHICO: For us to release to the landlord, violations have been cleared, you know.

MR. BOTELHO: This is what I think, right there.

MS. DEEP: How many, how much rent does it involve?

MR. BOTELHO: That's not the point.

MR. GODFREY: The point is whether or not we mean what we say when we say it.

MRS. EPSTEIN: The ordinance of the commission, whether it can be made fool-proof right now or something later, which is more important. This will have an effect on more important decisions.

ALL TALKING AT ONCE

MS. MISHICO: But the thing is like, if we don't do it as a Fair Rent Commission, we'll end up in court anyway, I think anyway because this money is owed to the landlord.

MRS. DEEP: But I think the landlord should go after it.

MR. GODFREY: Well, they don't owe the landlord money, they owe it

to us.

MR. BOTELHO: Now wait a minute, up until that one point, to the point they came to us, they were paying the landlord. Once they came here, we told them, we opened the door, we said now you give us the money.

MR. GODFREY: Right.

MR. BOTELHO: So from then on we're responsible, yes, yes. I see, I'll go with you.

MS. MISHICO: I think we should act on the motion.

MR. GODFREY: All right, if there's no further discussion. Again the people who were not here for that hearing, would they just please abstain. Procedural roll call.

MURIEL EPSTEIN - yes, SALLY MISHICO - yes, REGINA PLATANO - abstain, REV. PEREZ - abstain, OCTAVIO REBELO - abstain, MANUEL BOTELHO - yes, JOANN DEEP - abstain, ROBERT GODFREY - yes.

MR. GODFREY: The motion carried. Corporation Counsel, it's in his hands at this point.

Ah, do we have any other business?

MRS. DEEP: The minutes.

MR. GODFREY: Oh yes, you have before you a copy of the monthly meeting minutes, say that three times fast, for February 26th of 1981, we'll take a quick look at it, if there are any corrections, deletions, additions. We should have brought this up before.

MR. WEDE: Mr. Chairman, I just want to say something.

MR. GODFREY: Rules would not allow anyone but a commissioner to speak. Sorry.

Any questions on the minutes? Deletions, corrections, additions? Testimonials, complaints?



19

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

DANBURY MUNICIPAL AIRPORT
P.O. BOX 2299
WIBLING ROAD

April 17, 1985

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

Mayor James E. Dyer and
Common Councel, City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut

Honorable Mayor and Council Members:

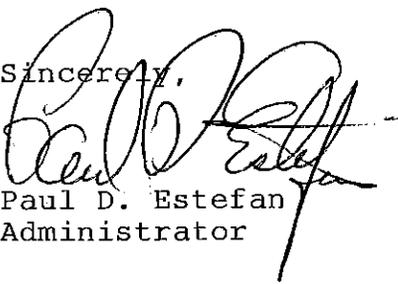
I am requesting that the following items in the Airport Budget be transferred into the Capital Program to cover the city's share of the Airport Parking Apron.

\$1,000.00 from account #010500

\$1,100.00 from account #042000

\$2,100.00 into Capital Program

Sincerely,



Paul D. Estefan
Administrator

PDE/sd



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

May 7, 1985

Honorable Mayor James E. Dyer
Honorable Members of the Common Council

During recent Council committee deliberations concerning the Public Works Department Budget, it became apparent that a substantial portion of the department's work load consists of repeated review and reinspection brought about by the failure of some developers to comply with statutes and recommendations.

Review and inspection of new construction and of construction plans is the responsibility of the City and should be provided for both the developers and community's benefit. When a few developers cause inordinate effort and expense because of their failure to comply with ordinance or recommendation, the additional expense should not be borne by the taxpayers.

Several years ago, a similar problem existed relative to the Health Department's inspection of restaurants. The implementation of a re-inspection fee not only reduced city costs by creation of a revenue source, but also substantially reduced the number of re-inspections required.

I would recommend that a Common Council committee be empowered to draft legislation relative to repeat review and re-inspection costs of construction projects. The cost of non-compliance would then rest with those who have failed to perform properly - not with the taxpayer.

Respectfully submitted

Constance McManus

Constance McManus
Common Council President

CM/mr



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

JAMES E. DYER
MAYOR

May 7, 1985

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members:

In August of 1983 the Common Council approved Revenue Bond authorization for the Parking Authority to finance the construction of a parking garage behind the Old Library.

The Parking Authority has not moved forward with this project. It appears that for the project to be financially sound a City guarantee of revenue will be needed. The Parking Authority has indicated that revenues from the garage would not be sufficient to pay off the Bonds and also support maintenance.

I believe that a Council committee should be formed to determine if a garage will, or will not, be constructed, and to what degree a City subsidy from local tax dollars will be needed.

I would also note for you that current Parking Authority revenues are based on the use of land the Parking Authority does not own, and has known for many years that they would not have the use of, once the Redevelopment project moved forward.

Sincerely yours,

James E. Dyer
Mayor

JED/mr



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

JAMES E. DYER
MAYOR

May 7, 1985

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members:

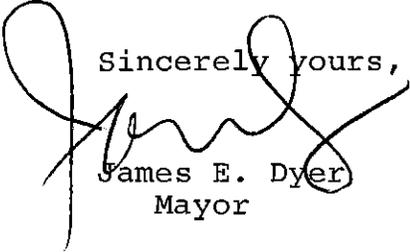
I am making the following promotion within the Danbury Fire
Department:

Lieutenant

Leroy Gannon

Effective upon swearing-in.

Sincerely yours,


James E. Dyer
Mayor

JED/mr

Promotion in Danbury Fire Department:

LEROY GANNON TO LIEUTENANT

Leroy Gannon was born on March 11, 1953. He was appointed to the Danbury Fire Department on July 15, 1974, is married and lives with his wife and three children in Danbury.

mr



023

CITY OF DANBURY
OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

JAMES E. DYER
MAYOR

May 7, 1985

Honorable Members of the Common Council
City of Danbury
Connecticut

Dear Council Members:

I respectfully request your confirmation of the appointment of Gerard J. Lefebvre, 20 Seneca Road, Danbury to the Parking Authority for a term to expire on June 30, 1988.

Mr. Lefebvre is retired. Prior to his retirement Mr. Lefebvre served as Account Manager, Fabric and Finishes Department, E. I. DuPont deNemours. Mr. Lefebvre is a member of Padanaram Hose Co. #3, VFW and St. Joseph's Church.

Sincerely,

A handwritten signature in cursive script that reads "James E. Dyer".

James E. Dyer
Mayor

JED:mad



120
025

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

May 7, 1985

PUBLIC WORKS COMMITTEE REPORT

Honorable Mayor James E. Dyer
Honorable Members of the Common Council

Re: Request to improve Heyman Road.

The Public Works Committee studied a request from Messers Conklin and Frattini, to make improvements to the unpaved portion of Heyman Road. This will allow them access to a housing development which they will be building. The section they wish to improve is not frequently traveled, being a colonial road at its beginning and somewhat overgrown in its present state.

An investigation was performed by the Assistant Corporation Counsel E. Gottschalk, which was not able to establish an abandonment of the road, therefore leaving little choice but to grant permission for improvements.

The Public Works Committee recommends the approval of permission to improve the unpaved portion of Heyman Road. Any improvements to be made will be done in accordance with specifications as established by the Public Works Department of Danbury, and all costs to be borne by the petitioners.

Respectfully submitted

Joseph DaSilva
Joseph DaSilva, Chairman

Constance McManus
Constance McManus

Anthony Cassano
Anthony Cassano

Mounir Farah
Mounir Farah

Carole Torcaso
Carole Torcaso

John Esposito
John Esposito

Gene Enriquez
Gene Enriquez

25



CITY OF DANBURY

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

HEALTH AND HOUSING DEPARTMENT
20 WEST STREET

(203) 797-4625

April 29, 1985

TO: Danbury Common Council

FROM: Jack S. Kozuchowski
Coordinator of Environmental and Occupational
Health Services

RE: Summary of Activities for April, 1985

I. Solid Waste Management

- A. Coordination of Closure Activities for east face of landfill, elimination of leachate breakout.
- B. Supervise collection of quarterly groundwater samples.
- C. Develop computer program for statistical analysis of groundwater monitoring data.
- D. Review Feasibility Study for Resource Recovery Facility.

II. Hazardous Substance Ordinance

- A. Supervise inspections of industrial storage sites.
- B. Preparation of presentation of Danbury's Ordinance for International Conference on Hazardous Material Management ("HAZPRO" - May 11).

III. Asbestos Removal

Coordinate monitoring and inspection activities conducted by Safe and Sound Inc.

Jack S. Kozuchowski

Jack S. Kozuchowski

WP Dyer



CITY OF DANBURY

COMMON COUNCIL

DANBURY, CONNECTICUT 06810

May 6, 1985

REPORT

Honorable Mayor James E. Dyer
Honorable Members of the Common Council

Re: Request for an Ordinance to prohibit Municipal Employees from serving on land use agencies.

The Common Council committee appointed to review the above request by Mayor Dyer, met on April 29, 1985 at 7:00 P.M. in City Hall. In attendance were Committee members J. Durkin and S. Flanagan. B. Johnson was absent.

After due consideration and discussion the committee recommends the following:

It is not necessary to create an Ordinance to prohibit municipal employees from serving on Land Use Agencies.

Note: Municipal employees are prohibited by State Law from serving on the Planning Commission). Rather, the committee recommends that the Common Council actively use its discretion when approving any Mayoral appointments.

It is the committee's recommendation that by Resolution the Council agree that:

It will not approve the appointment of any municipal employee to a Land Use Agency; and

Unless required by Law, or necessitated by unusual circumstances, the Council will not approve any Mayoral appointment to a Municipal Commission Board or Agency or the like, if the potential appointee is already serving on a Municipal Commission, Board or Agency.

The Committee recommends that the Council meet as a Committee of the whole to discuss the wording of such a resolution.

Respectfully submitted

Joseph Durkin Chairman
Joseph Durkin

Stephen Flanagan
Stephen Flanagan

Beverly B. Johnson
Beverly Johnson



CITY OF DANBURY

COMMON COUNCIL

DANBURY, CONNECTICUT 06810

May 6, 1985

REPORT

Honorable Mayor James E. Dyer
Honorable Members of the Common Council

Re: Resolution - Application for a Grant to add Taxiway (Delta)
at Danbury Airport.

The Common Council committee appointed to review the request for funds \$10,125.00, the City's share of Federal and State Funds to construct part of Taxiway Delta at the Danbury Airport, met April 16, 1985 at 7:00 P.M. in City Hall.

Committee members attending were Council Members Esposito, Skoff and Sollose. Also attending were Airport Administrator Paul Estefan and Assistant Comptroller, Dominic Setaro.

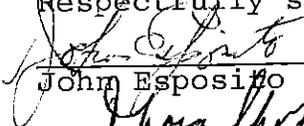
Mr. Estefan explained that as a result of his preapplication submittal, Federal Funds in the amount of \$364,500 was granted under the Airport and Airway improvement Act of 1982, with the State's share of \$30,375.00.

The issuance of the Grant offer is contingent upon all Federal requirements being met. The City's share is to be \$10,125.00. The proposed taxiway has the approval of the Aviation Commission and is a part of the over-all Master Plan for the Danbury Airport.

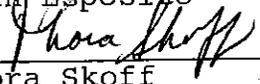
Mr. Setaro stated that the City's part of the funding could, with approval, come from the unappropriated Fund balance account.

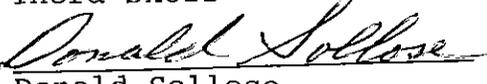
Committee member T. Skoff moved to recommend the approval with the proper certification of the City's share of \$10,125.00 to fund the proposed taxiway. Also that the proper Resolution be drafted by the Corporation Counsel to accept the Federal and State Grants. Motion was seconded by Committee member D. Sollose and passed unanimously.

Respectfully submitted


John Esposito

Chairman


Thora Skoff


Donald Sollose



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

May 7, 1985 A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, The Federal Aviation Administration of the United States Department of Transportation and the Bureau of Aeronautics of the Connecticut Department of Transportation make funds available through the Airport Improvement Act of 1982; and

WHEREAS, the City of Danbury intends to add a fourth taxiway (DELTA) to relieve aircraft taxiing congestion to the active runways, and this project will improve the safety and efficiency of airport operations; and

WHEREAS, the City of Danbury will make application for a Federal and State grant in an amount not to exceed \$405,000.00 with a local match of two and one-half (2½%) percent equaling an amount not to exceed \$10,125.00;

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor of the City of Danbury, James E. Dyer, be and hereby is authorized to make application for said grant, and that any and all additional acts necessary to effectuate said program be and hereby are authorized.

028

COMMON COUNCIL SEWER & WATER EXTENSION COMMITTEE REPORT

Date: May 7, 1985

To: Honorable Mayor James E. Dyer
Honorable Members of the Common Council

Re: Request from BRT for Sewer & Water -Rose Lane.

The Sewer & Water Extension committee of the Common Council has met and reviewed the above petition with the City Engineer and has also reviewed a recommendation for approval from the Planning Commission.

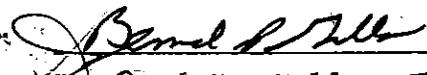
It is the recommendation of this committee that the petition be granted with the following conditions and restrictions:

1. The petitioner shall bear all costs relative to the installation of said Sewer & Water lines.
2. The petitioner shall submit as-built drawings of this extension, prepared by a licensed Connecticut Land Surveyor, for approval by the City Engineer.
3. Detailed Engineering Plans and Specifications are to be approved by the City Engineer and the Superintendent of Public Utilities prior to the start of construction.
4. If required, a Warranty Deed in a form satisfactory to the Corporation Counsel shall be executed by the petitioner conveying to the City of Danbury, all right, title, interest and privileges required hereunder, and said Deed shall be held in escrow for recording upon completion of installation.
5. That upon completion of installation, title to said Sewer & Water line within City Streets, and any necessary documents be granted to the City in a form which is acceptable to the City Engineer and Corporation Counsel.
6. The petitioner shall convey ownership of and easements to all or such portions of the Sewer & Water lines as the City Engineer's Office determines are of potential benefit to other landowners in the City.

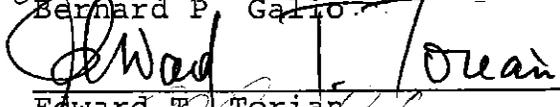
Should another, other than the petitioner hold title to any land involved in the approval, then consent prior to any installation or hook-up shall be furnished in a form satisfactory to the City Engineer and Corporation Counsel.

7. No Certificate of Occupancy shall be issued until the above requested forms, documents, plans, etc. are received and the City owns the extended Sewer & Water lines.

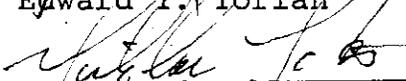
Respectfully submitted



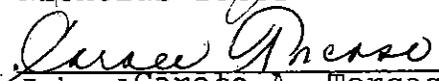
Bernard P. Gallo Chairman



Edward P. Torian



Nicholas Zotos



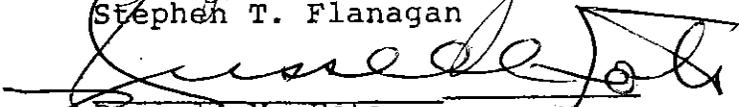
John A. Torcaso



Joseph J. Durkin



Stephen T. Flanagan



Russell M. Foti

029

COMMON COUNCIL SEWER & WATER EXTENSION COMMITTEE REPORT

Date: May 7, 1985

To: Honorable Mayor James E. Dyer
Honorable Members of the Common Council

Re: Sewer & Water for G & K Associates - Newtown Road & Cross St.

The Sewer & Water Extension committee of the Common Council has met and reviewed the above petition with the City Engineer and has also reviewed a recommendation for approval from the Planning Commission.

It is the recommendation of this committee that the petition be granted with the following conditions and restrictions:

1. The petitioner shall bear all costs relative to the installation of said Sewer & Water Lines.
2. The petitioner shall submit as-built drawings of this extension, prepared by a licensed Connecticut Land Surveyor, for approval by the City Engineer.
3. Detailed Engineering Plans and Specifications are to be approved by the City Engineer and the Superintendent of Public Utilities prior to the start of construction.
4. If required, a Warranty Deed in a form satisfactory to the Corporation Counsel shall be executed by the petitioner conveying to the City of Danbury, all right, title, interest and privileges required hereunder, and said Deed shall be held in escrow for recording upon completion of installation.
5. That upon completion of installation, title to said Sewer & Water line within City Streets, and any necessary documents be granted to the City in a form which is acceptable to the City Engineer and Corporation Counsel.
6. The petitioner shall convey ownership of and easements to all or such portions of the Sewer & Water lines as the City Engineer's Office determines are of potential benefit to other landowners in the City.

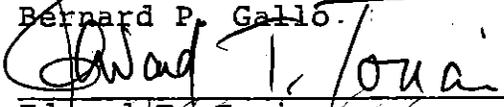
Should another, other than the petitioner hold title to any land involved in the approval, then consent prior to any installation or hook-up shall be furnished in a form satisfactory to the City Engineer and Corporation Counsel.

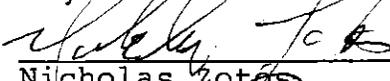
7. No Certificate of Occupancy shall be issued until the above requested forms, documents, plans, etc. are received and the City owns the extended Sewer & Water lines.

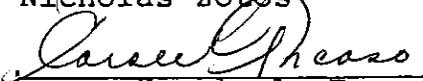
Respectfully submitted

 Chairman

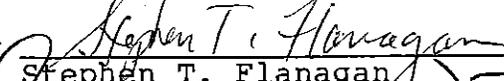
Bernard P. Gallo

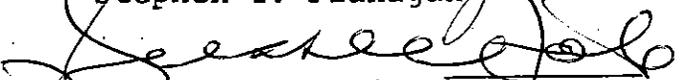

Edward T. Torian


Nicholas Zotos


John A. Carote


Joseph J. Durkin


Stephen T. Flanagan


Russell M. Foti

Date: May 7, 1985

To: Honorable Mayor James E. Dyer
Honorable Members of the Common Council

Re: Request of Joseph Heyman for Sewer & Water - National Place.

The Sewer & Water Extension committee of the Common Council has met and reviewed the above petition with the City Engineer and has also reviewed a recommendation for approval from the Planning Commission.

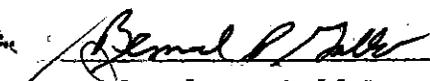
It is the recommendation of this committee that the petition be granted with the following conditions and restrictions:

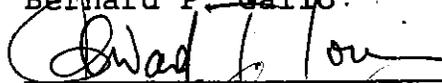
1. The petitioner shall bear all costs relative to the installation of said Sewer & Water Lines.
2. The petitioner shall submit as-built drawings of this extension, prepared by a licensed Connecticut Land Surveyor, for approval by the City Engineer.
3. Detailed Engineering Plans and Specifications are to be approved by the City Engineer and the Superintendent of Public Utilities prior to the start of construction.
4. If required, a Warranty Deed in a form satisfactory to the Corporation Counsel shall be executed by the petitioner conveying to the City of Danbury, all right, title, interest and privileges required hereunder, and said Deed shall be held in escrow for recording upon completion of installation.
5. That upon completion of installation, title to said Sewer & Water line within City Streets, and any necessary documents be granted to the City in a form which is acceptable to the City Engineer and Corporation Counsel.
6. The petitioner shall convey ownership of and easements to all or such portions of the Sewer & Water lines as the City Engineer's Office determines are of potential benefit to other landowners in the City.

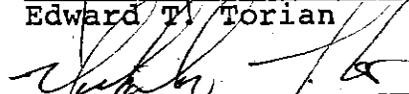
Should another, other than the petitioner hold title to any land involved in the approval, then consent prior to any installation or hook-up shall be furnished in a form satisfactory to the City Engineer and Corporation Counsel.

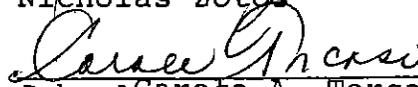
7. No Certificate of Occupancy shall be issued until the above requested forms, documents, plans, etc. are received and the City owns the extended Sewer & Water lines.

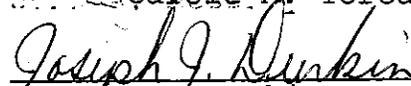
Respectfully submitted

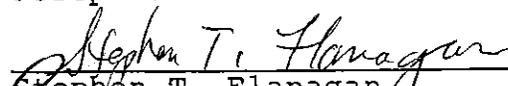

Bernard P. Gallo Chairman

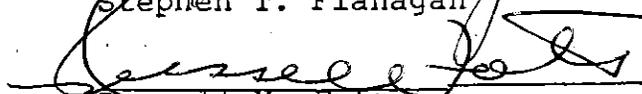

Edward T. Torian


Nicholas Zotos


Joseph A. Torcaso


Joseph J. Durkin


Stephen T. Flanagan


Russell M. Foti

COMMON COUNCIL SEWER & WATER EXTENSION COMMITTEE REPORT

031

Date: May 7, 1985

To: Honorable Mayor James E. Dyer
Honorable Members of the Common Council

Re: Request of National Semi-Conductor for Sewer - Eagle Road.

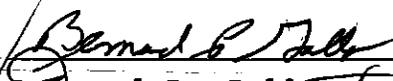
The Sewer & Water Extension committee of the Common Council has met and reviewed the above petition with the City Engineer and has also reviewed a recommendation for approval from the Planning Commission.

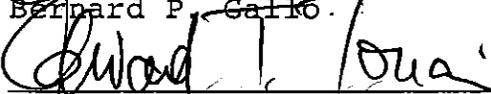
It is the recommendation of this committee that the petition be granted with the following conditions and restrictions:

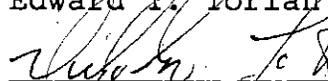
1. The petitioner shall bear all costs relative to the installation of said Sewer Line.
2. The petitioner shall submit as-built drawings of this extension, prepared by a licensed Connecticut Land Surveyor, for approval by the City Engineer.
3. Detailed Engineering Plans and Specifications are to be approved by the City Engineer and the Superintendent of Public Utilities prior to the start of construction.
4. If required, a Warranty Deed in a form satisfactory to the Corporation Counsel shall be executed by the petitioner conveying to the City of Danbury, all right, title, interest and privileges required hereunder, and said Deed shall be held in escrow for recording upon completion of installation.
5. That upon completion of installation, title to said Sewer line within City Streets, and any necessary documents be granted to the City in a form which is acceptable to the City Engineer and Corporation Counsel.
6. The petitioner shall convey ownership of and easements to all or such portions of the Sewer lines as the City Engineer's Office determines are of potential benefit to other landowners in the City.

Should another, other than the petitioner hold title to any land involved in the approval, then consent prior to any installation or hook-up shall be furnished in a form satisfactory to the City Engineer and Corporation Counsel.
7. No Certificate of Occupancy shall be issued until the above requested forms, documents, plans, etc. are received and the City owns the extended Sewer lines.

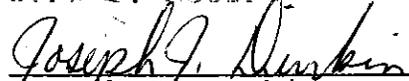
Respectfully submitted

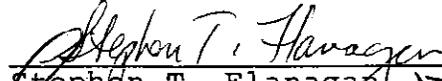

Bernard P. Gallo Chairman

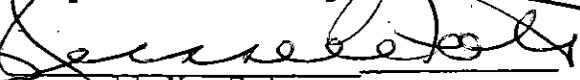

Edward T. Torian


Nicholas Zotes


John A. Carofe


Joseph J. Durkin


Stephen T. Flanagan


Russell M. Foti

COMMON COUNCIL SEWER & WATER EXTENSION COMMITTEE REPORT

032

Date: May 7, 1985

To: Honorable Mayor James E. Dyer
Honorable Members of the Common Council

Re: Request of Paul Scavo for Water - Industrial Plaza Road

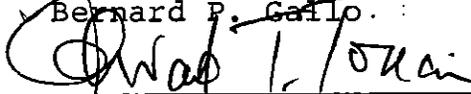
The Sewer & Water Extension committee of the Common Council has met and reviewed the above petition with the City Engineer and has also reviewed a recommendation for approval from the Planning Commission.

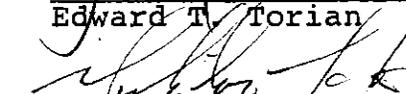
It is the recommendation of this committee that the petition be granted with the following conditions and restrictions:

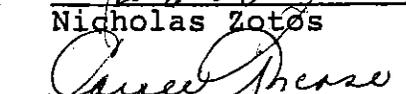
1. The petitioner shall bear all costs relative to the installation of said Water Line.
 2. The petitioner shall submit as-built drawings of this extension, prepared by a licensed Connecticut Land Surveyor, for approval by the City Engineer.
 3. Detailed Engineering Plans and Specifications are to be approved by the City Engineer and the Superintendent of Public Utilities prior to the start of construction.
 4. If required, a Warranty Deed in a form satisfactory to the Corporation Counsel shall be executed by the petitioner conveying to the City of Danbury, all right, title, interest and privileges required hereunder, and said Deed shall be held in escrow for recording upon completion of installation.
 5. That upon completion of installation, title to said Water line within City Streets, and any necessary documents be granted to the City in a form which is acceptable to the City Engineer and Corporation Counsel.
 6. The petitioner shall convey ownership of and easements to all or such portions of the Water lines as the City Engineer's Office determines are of potential benefit to other landowners in the City.
- Should another, other than the petitioner hold title to any land involved in the approval, then consent prior to any installation or hook-up shall be furnished in a form satisfactory to the City Engineer and Corporation Counsel.
7. No Certificate of Occupancy shall be issued until the above requested forms, documents, plans, etc. are received and the City owns the extended Water lines.

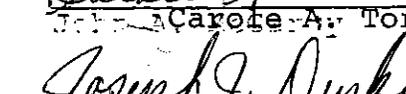
Respectfully submitted

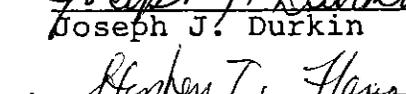

Bernard P. Gallo Chairman


Edward T. Torian


Nicholas Zotos


Joseph J. Durkin


Stephen T. Flanagan


Russell M. Foti



CITY OF DANBURY

COMMON COUNCIL

DANBURY, CONNECTICUT 06810

May 7, 1985

REPORT

Honorable Mayor James E. Dyer
Honorable Members of the Common Council

Re: Ordinance governing shopping cart abandonment.

The Committee met on March 21, 1985 at 7:30 P.M. with Carole Torcaso, Janet Butera, Donald Sollose and Deputy Police Chief Gantert attending.

There was discussion regarding the worth of the Ordinance and if it should be retained, amended or repealed.

Janet Butera said she felt that no Ordinance or fine would prevent some people from removing shopping carts from a store parking lot.

Donald Sollose indicated that perhaps a larger fine be imposed on the store's management for not posting a violation warning sign, already provided for, in the current ordinance.

Deputy Chief Gantert suggested placing the burden on the Zoning Commission to make abandoned carts a zoning violation.

Carole Torcaso stated that phone calls to several super markets indicated that A & P and Waldbaums have the most serious problems. The manager of A&P reported he loses 30-40 carts a week @ a cost of \$125.00 each. Some are, however, recovered.

The manager of Waldbaums reported the loss of 225 carts in 1½ years @ a cost of \$150.00 each (\$33,750) which is passed on to the consumer.

The committee decided that Assistant Corporation Counsel be asked if there would be any legal problems if the Ordinance would impose larger fines.

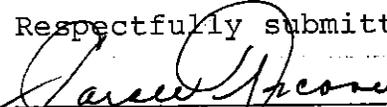
On April 30, 1985 at 7:00 P.M. the committee met again with Carole Torcaso, and Donald Sollose attending. Janet Butera was working and unable to attend.

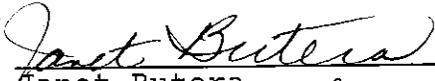
Assistant Corporation Counsel E. Gottschalk's letter was reviewed. It was his opinion that the Common Council had the power to amend the fines set forth in the Ordinance.

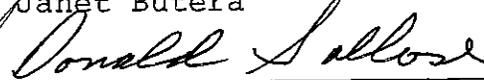
A motion was made to ask Assistant Corporation Counsel Gottschalk to draft amendments to subsections (e) and (b) of 12-33 of the Code of Ordinances to increase the penalty for not posting a violation warning sign in the store from \$15 to \$50 and increasing the retrieval fine from \$2 to \$10. Motion seconded and passed unanimously.

The committee also decided that letters be written to Police Chief Macedo and Public Works Director D. Garamella regarding each Department's responsibilities in carrying out the mandates of the Ordinance. The committee recommends that the attached Ordinance be deferred for public hearing.

Respectfully submitted


Carole Torcaso, Chairperson


Janet Butera


Donald Sollose



CITY OF DANBURY
COMMON COUNCIL
DANBURY, CONNECTICUT 06810

May 7, 1985

Honorable Mayor James E. Dyer
Honorable Members of the Common Council

Re: Request for a Council Committee.

I would like to request a committee of the Common Council
(5 members minimum) to examine and establish

- A. Salary ranges for all non-DMEA personnel.
- B. Exam and establish guidelines for employee performance and evaluation.
- C. Examine and establish job descriptions for all non-DMEA positions.

Respectfully,

Councilman Ernest Boynton

EB/mr



ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT

COMMON COUNCIL

May 7, 1985

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

AN ORDINANCE MAKING APPROPRIATIONS FOR THE FISCAL YEAR BEGINNING JULY 1, 1985 AND ENDING JUNE 30, 1986.

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

SECTION 1. That the amounts hereinafter set forth aggregating \$69,181,429.00 or so much as may be necessary, are hereby appropriated for the General Fund, from current revenue, for the use of the several Departments of the Municipal Government and for the purpose hereinafter mentioned, for the fiscal year beginning July 1, 1985 and ending June 30, 1986.

<u>I. GENERAL GOVERNMENT</u>	<u>MAYOR'S BUDGET</u>	<u>FINAL BUDGET</u>
Common Council	10,860	10,860
Mayor's Office	134,993	137,455
City Clerk's Office	55,725	52,941
Ordinances	9,000	9,000
Probate Court	9,972	9,972
Jury Committee	900	900
Registrars & Elections	92,208	92,208
City Treasurer	21,515	21,515
Comptroller's Office	261,457	261,457
Data Processing	354,596	354,596
Independent Audit	26,800	26,800
Bureau of Assessments	196,087	196,087
Board of Tax Review	2,865	2,865
Tax Collector	255,766	255,766
Purchasing	130,861	130,861
Corporation Counsel	219,712	219,712
Town Clerk	158,602	154,834
Annual Report	4,500	4,500
Environmental Impact Commission	3,775	3,775
Planning Commission	6,960	6,960
Planning	257,146	257,146
Zoning Commission	14,500	14,500
Zoning Board of Appeals	6,490	6,490
Civil Service Commission	64,697	64,697
Conservation Commission	5,335	5,335
Personnel Department	118,547	118,547



ORDINANCE

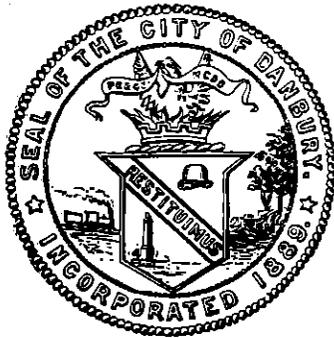
CITY OF DANBURY, STATE OF CONNECTICUT

COMMON COUNCIL

May 7, 1985

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

<u>GENERAL GOVERNMENT (continued)</u>	<u>MAYOR'S BUDGET</u>	<u>FINAL BUDGET</u>
Commission Equal Rights & Opportunities	-0-	-0-
Mayor's Discretionary Fund	6,000	6,000
Fair Rent Commission	15,070	15,070
City Memberships	30,965	30,965
Lake Authority	19,778	19,778
Retirement Administration	17,000	17,000
Public Buildings	340,941	340,941
City Hall Buildings	234,799	234,799
Library Building	118,169	118,169
Police Station Building	95,910	95,910
Old Library Building	11,000	11,000
Water Use City Departments	75,000	75,000
Community Promotion	-0-	-0-
<u>TOTAL GENERAL GOVERNMENT</u>	<u>\$3,388,501</u>	<u>\$3,384,411</u>
<u>II PUBLIC SAFETY</u>		
Police Department	4,704,148	4,708,148
Dog Warden	80,000	80,000
Fire Department	4,158,579	4,177,848
Building Inspector	186,911	186,911
Weights & Measures	10,360	10,360
Civil Preparedness	53,451	53,451
<u>TOTAL PUBLIC SAFETY</u>	<u>\$9,193,449</u>	<u>\$9,216,718</u>
<u>III PUBLIC WORKS</u>		
Director of Public Works	56,743	56,743
Highways	1,458,644	1,458,644
State Aid Highway Projects	341,067	341,067
Snow & Ice Removal	305,500	305,500
Street Lighting	291,000	291,000
Bridges & Rivers	7,000	7,000
Public Bldgs. Maint. Repair	214,125	214,125
Equipment Maintenance	472,204	481,204
Storm Water Drains	5,000	30,000
City Contribution - Landfill	-0-	-0-
Engineering Department	313,375	333,625
<u>TOTAL PUBLIC WORKS</u>	<u>\$3,464,658</u>	<u>\$3,518,908</u>



ORDINANCE

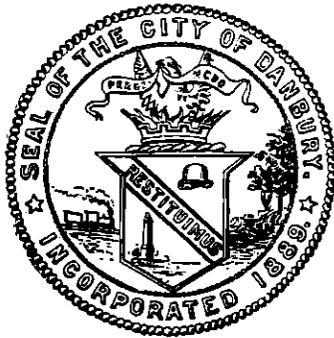
CITY OF DANBURY, STATE OF CONNECTICUT

COMMON COUNCIL

May 7, 1985

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

	<u>MAYOR'S BUDGET</u>	<u>FINAL BUDGET</u>
IV. <u>HEALTH & HOUSING DEPT.</u>		
Health & Housing Dept.	447,738	447,738
<u>TOTAL HEALTH & HOUSING DEPT.</u>	<u>\$447,738</u>	<u>\$447,738</u>
V. <u>PUBLIC WELFARE, SOCIAL AGENCIES</u>		
Welfare Department	956,998	956,998
Veterans Advisory Center	24,359	24,359
Danbury Youth Commission	2,000	2,000
Commission on Aging	96,068	96,068
Elderly Transportation	12,800	12,800
<u>TOTAL PUBLIC WELFARE, SOCIAL AGENCIES</u>	<u>\$1,092,225</u>	<u>\$1,092,225</u>
VI. <u>SCHOOL DEPARTMENT</u>		
Schools, Regular	35,514,713	\$35,514,713
<u>TOTAL SCHOOL BUDGET</u>	<u>\$35,514,713</u>	<u>\$35,514,713</u>
VII. <u>LIBRARIES</u>		
Danbury Public Library	914,346	914,346
Long Ridge Library	3,000	3,000
<u>TOTAL LIBRARIES</u>	<u>\$917,346</u>	<u>\$917,346</u>
VIII. <u>PARKS & RECREATION</u>		
Parks & Recreation	567,490	567,490
Richter Authority	90,000	70,000
War Memorial	100,000	100,000
Tree Warden/City Forester	175,745	175,745
Cultural Commission	36,100	36,100
<u>TOTAL PARKS & RECREATION, CULTURE</u>	<u>\$969,335</u>	<u>\$949,335</u>
IX. <u>RECURRENT COSTS</u>		
CLAIMS	-0-	-0-
F.I.C.A.	481,205	481,205
Pension Expense	3,990,908	3,790,908
Employee Serv. Benefit	118,136	78,136
Workers Compensation	105,000	105,000
State Unemployment Compensation	17,000	17,000
Employee Health & Life Insurance	1,513,264	1,513,264
Union Welfare	210,953	210,953
Insurance & Official Bond Premium	1,077,576	1,077,576
<u>TOTAL RECURRING COSTS</u>	<u>\$7,514,042</u>	<u>\$7,274,042</u>



ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT

COMMON COUNCIL

May 7, 1985

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

<u>X. DEBT SERVICE</u>	<u>MAYOR'S BUDGET</u>	<u>FINAL BUDGET</u>
Interest on Debt	201,077	441,077
Interest on Debt School	687,764	687,764
Redemption of Debt	350,000	350,000
Redemption of Debt School	822,089	822,089
<u>TOTAL DEBT SERVICE</u>	<u>\$2,060,930</u>	<u>\$2,300,930</u>
 <u>XI. CAPITAL PROGRAM</u>	 <u>\$500,000</u>	 <u>\$671,000</u>
 <u>XII. TRANSPORTATION</u>		
Danbury Airport	187,584	187,584
H.A.R.T.	249,732	249,732
<u>TOTAL TRANSPORTATION</u>	<u>\$437,316</u>	<u>\$437,316</u>
 <u>XIII. CONTINGENCY</u>	 <u>\$900,000</u>	 <u>\$904,000</u>
 <u>XIV. STATE & FEDERAL SCHOOL PROJECTS</u>	 \$1,687,386	 \$1,687,386
<u>STATE & FEDERAL AIRPORT PROJECTS</u>	-0-	-0-
<u>MISC. ADJUSTMENTS</u>	-0-	-0-
 <u>XV. GRANTS-HUMAN SERVICES</u>	 <u>\$915,821</u>	 <u>\$865,361</u>
 <u>TOTAL BUDGET</u>	 <u>\$69,003,460</u>	 <u>\$69,181,429</u>

SECTION 2. That the amount of One-Hundred-Thousand, Three-Hundred Dollars - (\$100,300.00) is appropriated in the same manner as in Section 1 hereof, for the DOG LICENSE FUND.

SECTION 3. That the amount of Seven-Hundred, Fifty-one Thousand, Seven-Hundred & Thirty-two (\$751,732.00) is appropriated in the same manner as in Section 1 hereof, for the REVENUE SHARING BUDGET in compliance with the State and Local Fiscal Assistance Act of 1972, as amended.

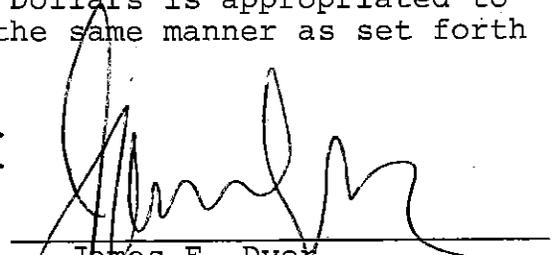
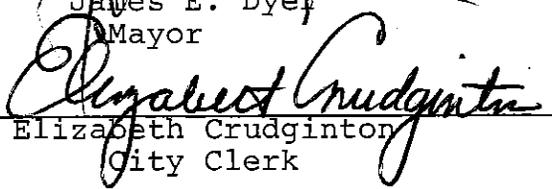
SECTION 4. That the amount of Four Million, Two-Hundred Thousand, Three-Hundred and Twenty-one (\$4,200,321.00) is appropriated to the WATER ACCOUNT in the same manner as set forth in Section 1 hereof.

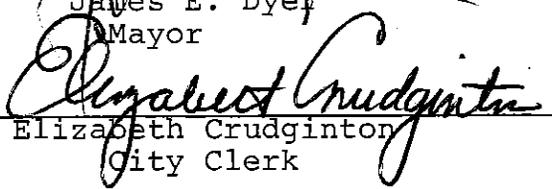
SECTION 5. That the amount of One-Million, Seven-Hundred & Ninety-four Thousand, Nine-Hundred & Fifty Dollars is appropriated to the SEWER OPERATING BUDGET in the same manner as set forth in Section 1 hereof.

SECTION 6. That a provision for uncollectible taxes reserve is established in the amount of \$500,000.00

SECTION 7. That the amount of \$938,308.00 Dollars is appropriated to the Danbury Sanitary Landfill Enterprise Fund in the same manner as set forth in Section 1 hereof.

Adopted by the Common Council May 7, 1985.
Approved by Mayor James E. Dyer May 13, 1985.


James E. Dyer
Mayor

Elizabeth Crudginton
City Clerk

Attest: 
Elizabeth Crudginton
City Clerk



34

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

May 7, 1985

GENERAL GOVERNMENT BUDGET COMMITTEE REPORT

Honorable Mayor James E. Dyer
Honorable Members of the Common Council

The General Government Budget Committee met six times during the months of April and May in preparation of the recommendations on the various items of the 1985-1986 budget for the City of Danbury. The committee met for an organizational session on April 8, 1985. This was followed by meetings on April 10, 17 and 22 with various Department Heads and Commission Representatives to discuss their budget requests and the Mayor's proposed appropriations. On April 29 and May 1, the committee met to deliberate and offer the following recommendations.

Before listing the individual item recommendations it should be noted that the committee is recommending a five percent ceiling on salary increases for all non-union employees. This will be reflected in the recommendations for most of the City Departments in the General Government portion of the budget. The reason for this cap was that the majority of the committee felt that the proposed increases were substantially higher than those being given this year in the private sector. They felt that in a year of an inflation increase in the area of four percent the proposed increases of seven to sixteen percent were too high. The committee also votes to recommend five percent increase for the Mayor, Town Clerk, and City Clerk for each of the next two years.

01-100 - Common Council - No change

01-110 - Mayor's Office -

010100 - \$675 -- This reflects a 5% increase in the Mayor's salary for 32 weeks plus \$1,293 and decrease of \$570 for the Mayor's Secretary; \$975 for the Administrative Aide and \$423 for the Secretary-receptionist.

Total = \$34,318.

01-111- City Clerk's Office

010100 - \$4,073 - This reflects a 5% increase in the City Clerk's salary for 32 weeks and a decrease of \$740 for the Assistant City Clerk.

Total= \$51,652.

01-112 - Ordinances - No Change.

01-122 - Probate Court - No Change

01-123 - Jury Committee - No change.

01-131 - Registrars & Elections

010100 - \$974 - A Reduction of \$487 for two Registrars

Total= \$91,234.

01-140 - City Treasurer - No change

failed

01-141 - Comptroller's Office

010100 - \$3,498. - Reduction of \$906 for the Comptroller,-
\$1,850 for the Assistant Comptroller and \$742
for the Accountant.

Total = \$257,959.

01-142 - Data Processing

010100 - \$2,022 - - Reduction for Data Processing Manager //

Total = \$352,574.

01-143 - Independent Audit - No change.

01-145 - Bureau of Assessments

010100 - \$1,786 - Reduction for Assessor //

Total = \$194,301.

01-146 - Board of Tax Review - No change.

01-147 - Tax Collector

010100 - \$295 - Reduction for Tax Collector //

Total = \$255,471.

01-148 - Purchasing

010100 - \$590 - Reduction for Purchasing Agent //

Total = \$130,271.

01-150 - Corporation Counsel

010100 - \$1,095 - Reduction for Ass't full-time Corporation Counsel

Total = \$218,617. //

01-161 - Town Clerk

010100 - \$4,137 - Reduction for Town Clerk //

Total = \$154,465.

01-162 - Annual Report - No Change.

01-178 - Environmental Impact Commission - No change.

01-179 - Planning Commission - No change.

01-180 - Planning Department

010100 - \$2,507. - Reduction for Director of Planning, Executive Secretary,
and Zoning Enforcement Officer. //

Total = \$254,639.

01-181 - Zoning Commission - No change.

01-182 - Zoning Board of Appeals - No Change.

01-183 - Civil Service Commission :

010100 - \$2,425 - Reduction for Chief Examiner //

Total = \$62,272.

01-184 - Danbury Conservation Commission - No change

01-185 - Personnel Department
010100 - \$1024. Reduction for Director *failed*
Total = \$117,523.

01-188 - Mayor's Discretionary Fund - No change.
01-190 - Fair Rent Commission - No change
01-191 - City Memberships - No change.
01-192 - Lake Authority - No change.
01-200 - Retirement Administration - No change.
05-160 - Veterans Advisory Center - No change.
05-166 - Danbury Youth Commission - No change.

05-167 - Commission on Aging
010100 - \$2,042 - Reduction for Director *failed*
Total = \$94,026.

07-174 - Elderly Transportation - No change.
07-101 - Danbury Library - No change.
07-102 - Long Ridge Library - No change.

08-130 - Parks & Recreation
010100 - \$1,055 - Reduction for Director of Recreation and
Superintendent of Parks. *failed*
Total = \$566,435.

08-131 - Richter Park Authority - No change. *from 90,000 to 70,000*
08-133 - War Memorial - No change. *Torcasio + 7 Langon OK*
08-150 - Cultural Commission - No change. *Lee Hunter*
09-120 - F.I.C.A. - No change.
09-121 - Pension Expense - No change. *reduced by 200,000 - Boynton + Kelly "*

09-122 - Employee Service Benefits
071003 - \$40,000
Total = \$78,138 *OK*

09-130 - Workmen's Compensation - No change.
09-131 - State Unemployment Compensation - No change.
09-150 - Employee Health & Life Insurance - No change.
09-151 - Union Welfare - No change.
09-160 - Insurance and Official Bond Premiums - No change.

10-100 - Interest on Debt
080500 + \$240,000
Total = \$441,077. *OK*

10-101 - Interest on Debt - Schools - No change.
10-110 - Redemption of Debt - No change.
10-111 - Redemption of Debt - Schools - No change.

11-060 - Capital Program
860002 - \$200,000 - Rebuild and Repave Highways *failed*
860003 - \$4,000 - Richter Park Precreation *OK*
860007 - \$25,000 - School Food Service Renovation *OK*
860008 + \$200,000 - C. D. Parks Restoration Fund *OK*
Total = \$471,000.

13-001 - Airport - No change.
13-002 - H.A.R.T.- No change.

14-000 - Contingency
072000 + \$4,000
Total = \$904,000. *OK*

Endowment v
Tricentennial funds not
deleted 34

15-100 - State & Federal School Projects - No change.
20-000 - Grants - Human & Social Welfare

072903 - \$15,000	Spanish Learning Center <i>OK</i>
072911 - \$10,000	Danbury Community Endowment <i>failed</i>
072914 - \$25,000	Community Action <i>OK</i>
072921 - \$35,350	Tricentennial Commission <i>failed</i>
072925 - \$600.	Cable TV Advisory <i>OK</i>
072927 - \$8,500	Danbury Boxing Club <i>OK</i>
072928 - \$1,360	Commission on the Status of Women <i>OK</i>
Total = \$820,011.	

Revenue Sharing

Public Safety - Building Dept. Vehicle - \$7,000.
Financial Administration - Assessor's Vehicle - \$7,000.
The committee recommends that used police vehicles be purchased and rehabilitated and that \$14,000 from another account be transferred in Revenus Sharing.

Respectfully submitted

Joseph DaSilva Chairman
Joseph DaSilva

Russell Foti
Russell Foti

Joseph Durkin
Joseph Durkin

Carole Torcaso
Carole Torcaso

Ernest Boynton (*)
Ernest Boynton

Robert Godfrey
Robert Godfrey

Stephen Flanagan
Stephen Flanagan

Thora Skoff
Thora Skoff

Louis Charles
Louis Charles

Beverly B. Johnson
Beverly Johnson



34

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

May 7, 1985

HEALTH & PUBLIC SAFETY BUDGET COMMITTEE REPORT

Committee Members - B. Gallo, E. Torian, D. Sollose, J. Esposito,
E. Boynton, N. Zotos, J. Butera.

As a result of a series of Budget Review Meetings, including meetings with the Department Heads involved, the Health & Public Safety Budget Committee recommends that the following changes be incorporated in the 1985-1986 Budget as proposed by the Mayor:

	<u>Mayor's Proposals</u>	<u>Committee Recommendations</u>
02-100 - <u>Police Department</u>		
061500 - Automotive Equipment Bottom Line	000 <i>Hall + Janet</i>	\$4,000. \$4,708,148. <i>OK</i>
02-102 - <u>Dog Warden</u> Bottom Line		No change \$80,000.
02-110 - <u>Fire Department</u>		
010100 - Regular Salaries	\$2,777,968. <i>Janet + Boynton</i>	\$2,808,137.
021001 - Training Courses	10,000.	6,000.
035100 - Maintain Automotive Equipment	80,000	68,000
042000 - Heating Fuel	40,000	35,000
042502 - Tires	8,000	5,000
061700 - Garage & Shop Equipment	6,000	4,500 <i>OK</i>
062000 - Communication Equipment	7,000	12,600
062500 - Public Safety Equipment	20,000	17,000
071500 - Cont. & Tr. Other Town Fnds. Bottom Line	\$250,326	262,326 \$4,177,848.
02-122 - <u>Building Inspector</u> Bottom Line	=	No change \$186,911.00
02-123 - <u>Weights & Measures</u> Bottom Line		No change \$10,360.
02-134 - <u>Dept. Civil Preparedness</u> Bottom Line		No change \$53,451.
04-101 - <u>Health & Housing Dept.</u> Bottom Line		No change \$447,738.
05-100 - <u>Welfare Dept.</u> Bottom Line		No change \$956,998.
<u>Dog License Fund</u> Bottom Line		No change \$100,300.

Respectfully submitted

Bernard Gallo
Bernard Gallo, Chairman

Edward Torian
Edward Torian

Donald Sollose
Donald Sollose

John Esposito
John Esposito

Ernest Boynton
Ernest Boynton

Joseph Chianese
Joseph Chianese

Nicholas Zotos
Nicholas Zotos

Janet Butera
Janet Butera



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

5/7/85 34

COMMON COUNCIL

PUBLIC WORKS BUDGET COMMITTEE REPORT - 1985-1986

Committee Members - Anthony Cassano, Chairman; Carole Torcaso, John Esposito, Joseph DaSilva, Gene Eriquez, Mounir Farah, Constance McManus.

As the result of budget review meetings, including meetings with Public Works Department management, the Public Works Budget Committee recommends that the following changes be incorporated in the 1985-1986 Budget as proposed by the Mayor:

	<u>Mayor's Proposal</u>	<u>Committee Recommendation</u>
<u>03-117 - EQUIPMENT MAINTENANCE</u>		
011001 - Part Time Services	\$1,000	\$6,000
039100 - Maintain Spreaders & Plows	\$16,000	\$20,000
Bottom Line	\$472,204.	\$481,204.

The above recommendations provide for the employment of part time summer help and an improved level of maintenance for highway equipment.

03-124 - STORM WATER DRAINS

037000 - Maintain Highways, Curbs, Walks	-	\$25,000
Bottom Line	\$5,000	\$30,000

The above recommendation provides for the execution of small one-of-a-kind drainage projects, not covered under the public improvement bond issue.

03-130 - ENGINEERING DEPARTMENT

010100 - Regular Salaries	\$283,525	\$303,775.
Bottom Line	\$313,375	\$333,625.

The above recommendation provides \$20,250 for a Traffic Engineer position (\$27,000 per year) for the nine month period (Oct. 1, 1985 through June 30, 1986). The committee feels strongly that the addition of this position to the Engineering Department is necessary to properly address present and future traffic issues in the City.

The Public Works Budget Committee recommends no changes in the following accounts in the 1985-1986 Budget as proposed by the Mayor:

01-222 - Public Buildings	03-111 - State Aid-Highway Proj.
01-224 - City Hall Building	03-112 - Snow & Ice Removal
01-225 - Library Building	03-113 - Street Lighting
01-226 - Police Station Bldg.	03-115 - Bridges & Rivers
01-228 - Old Library Building	03-116 - Public Bldg. Maint. Repair
01-229 - Water Use City Dépts.	03-127 - City Contribution Landfil.
03-109 - Director of Public Works	08-145 - Tree Warden/Forester
03-110 - Highways	

Landfill Operations Budget -	All Accounts
Sewer Operations Budget -	All Accounts.
Water Operations Budget -	All Accounts

The above recommended changes result in a net increase, over all the considered accounts, of \$54,250 in the Mayor's proposed budget.

Respectfully submitted

Anthony Cassano Chairman
Anthony Cassano

Carole Torcaso
Carole Torcaso

John Esposito
John Esposito

Joseph DaSilva
Joseph DaSilva

Gene Eriquez
Gene Eriquez

Mounir Farah
Mounir Farah

Constance McManus
Constance McManus

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

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Anthony Cassano

 Anthony Cassano Chairman

Carole Torcaso

 Carole Torcaso

John Esposito

 John Esposito

Joseph DaSilva

 Joseph DaSilva

Gene Eriquez

 Gene Eriquez

Mounir Farah

 Mounir Farah

Constance McManus

 Constance McManus



34

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

May 8, 1985

EDUCATION BUDGET COMMITTEE REPORT - 1985-1986

The Committee recommends that the School Budget for 1985-1986 be set at \$35,422,811. This amounts to \$91,102. less than the Mayor's recommendation. The Committee arrived at this figure after a long process that began in February 1985. Each School account was examined with the following criteria in mind: present needs, future needs, and the current status of the account.

Salary accounts (00's & 100's) are increased at the rate of 9.1% which would meet all the Board's present contractual requirements.

Insurance, fringe benefits, and Social Security (200's) are increased by 21%

Transportation, repair, travel, professional and legal fees (300's) are kept at the level of the Board's request.

Instructional and non-instructional supplies (400's), with the exception of fuel, are also kept at the level of the Board's request.

Fuel is increased at the rate of 10%

Equipments (500's) are increased at the rate of 10%

Students activities, Head Start, and dues and fees (600's) are increased at the rate of 20%

Respectfully submitted,

Mounir Farah, Chairman

Gene Enriquez

Steve Flanagan

Carol Torcaso

Edward Torian

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respectfully submitted,

Mounir Farah, Chairman

Gene Eriquez

Steve Flanagan

Carol Torcasso

Edward Torian



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

May 7, 1985 A. D., 19

RESOLVED by the Common Council of the City of Danbury:

A RESOLUTION LEVYING THE PROPERTY TAX FOR THE FISCAL YEAR BEGINNING JULY 1, 1985 AND ENDING JUNE 30, 1986.

SECTION 1. The sum of Fifty Million, Eight-Hundred & Twenty-seven Thousand, One-Hundred & Forty-nine Dollars (\$50,827,149.00) representing the gross appropriation for the City of Danbury of \$69,181,429.00 for the fiscal year of July 1, 1985 and ending June 30, 1986, minus Indirect Revenue of \$18,854,280.00 and minus Estimated Available "Surplus" of -0- plus uncollectible taxes reserve in the amount of \$500,000.00 is hereby levied and assessed on all taxable property in the City of Danbury as set forth on the annual Grand List as of October, 1, 1984.

SECTION 2. Accordingly, the General Fund Tax Rate for the fiscal year beginning July 1, 1985 and ending June 30, 1986 shall be as follows:

TAX RATE: 42.23 Mills

SECTION 3. The taxes levied and assessed as hereinafter provided shall be payable in quarterly installments on July 1, 1985, October 1, 1985, January 1, 1986, April 1, 1986, except for taxes levied and assessed on Aircraft, Boats, Mobile Homes, Motor Vehicles and where not in excess of \$100.00 Dollars, which taxes shall be paid on July 1, 1985, in accordance with the General Statutes of the State of Connecticut, unless said dates shall have lapsed before the effective date of this Resolution, in which case the Tax Collector shall fix the dates and installments as if said dates had not been fixed herein as provided by law.

SECTION 4. The Tax Collector shall cause the said taxes above levied and assessed to be inserted on the Tax Rolls for the fiscal year beginning July 1, 1985 and ending June 30, 1986.

CERTIFICATION

I Elizabeth Crudginton, City Clerk of the City of Danbury, Connecticut do hereby certify that the above Resolution is a true copy of the original Resolution adopted by the Common Council of the City of Danbury, Connecticut, on the 7th day of May, 1985.

Attest:

Elizabeth Crudginton
Elizabeth Crudginton
City Clerk

Dated at Danbury, Connecticut this 13th day of May, 1985.