

COMMON COUNCIL - SPECIAL MEETING

JULY 22, 1987

Meeting to be called to order at 7:00 P.M. by the Honorable James E. Dyer, Mayor.

PLEDGE OF ALLEGIANCE TO THE FLAG

PRAYER

ROLL CALL

Council Members - Johnson, Sollose, DeMille, Philip, Godfrey, Flanagan, Zotos, Hadley, Rotello, Cassano, McManus, Gallo, Esposito, Charles, Boynton, Butera, DaSilva, Eriquez, Farah, Smith, Torian.

4617

Present

54

Absent

NOTICE OF SPECIAL MEETING - To be held on the 22nd day of July, 1987 at 7:00 P.M. in the Common Council Chambers at City Hall, for the purpose of acting upon the following:

- ✓ 1. RESOLUTION - Department of Elderly Services - Transportation Vehicles.
- ✓ 2. RESOLUTION - Department of Transportation - Cost Sharing Agreement Route 53 (Main Street).
- ✓ 3. ORDINANCE - Sewer Budget.
- ✓ 4. COMMUNICATION - Amendment to Ethics Ordinance to comply with Freedom of Information.
- ✓ 5. COMMUNICATION - Old Library Cultural Center Roof.
- ✓ 6. REPORT - Appointment of Superintendent of Public Buildings.
- ✓ 7. REPORT - Request for Funds for Two Aides for Department of Elderly Services.
- ✓ 8. COMMUNICATION - Elderly Rent Stabilization.

---

PUBLIC SPEAKING SESSION

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



# CITY OF DANBURY

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

DEPARTMENT OF ELDERLY SERVICES  
COMMISSION ON AGING

**Danbury Senior Center**  
80 Main Street  
(203) 797-4686

**Municipal Agent**  
80 Main Street  
(203) 797-4687

**"Interweave"**  
**Adult Day Care Center**  
198 Main Street  
(203) 792-4482

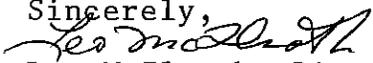
July 13, 1987

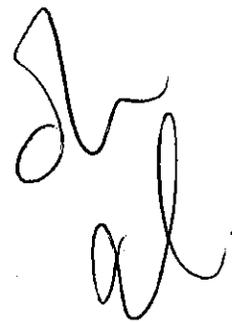
Mayor James E. Dyer and  
Members - The Danbury Common Council  
City Hall - 155 Deer Hill Avenue  
Danbury, Connecticut 06810

Dear Mayor Dyer and Members of the Common Council:

The Department of Elderly Services requests that the matter of the specialized vehicle granted to the City of Danbury for elderly services be placed on the special July meeting calendar of the council.

The resolution concerned with the acceptance of this gift will be delivered to the City Clerk's office shortly.

Sincerely,  
  
Leo McIlrath, Director  
Department of Elderly Services





# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

THEODORE H. GOLDSTEIN  
CORPORATION COUNSEL  
ERIC L. GOTTSCHALK  
LASZLO L. PINTER  
SANDRA V. LEHENY  
LAWRENCE M. RIEFBERG  
ASSISTANT CORPORATION  
COUNSEL

PLEASE REPLY TO:

DANBURY, CT 06810

July 14, 1987

MEMO TO: Hon. James E. Dyer, Mayor  
FROM: Laszlo L. Pinter, Assistant Corporation Counsel  
RE: Specialized Motor Vehicles for Use by Department  
of Elderly Services Under State of Connecticut Grant

---

Attached is a copy of a letter I have prepared for Kathryn Husband at the State DOT. The letter requests an extension in order to provide time for obtaining authorization at the July 22nd Council meeting for your signature on the proposed agreement.

Let me know if you have any questions on this.

  
\_\_\_\_\_  
Laszlo L. Pinter

LLP:cr

Attachment



# CITY OF DANBURY

THEODORE H. GOLDSTEIN  
CORPORATION COUNSEL  
ERIC L. GOTTSCHALK  
LASZLO L. PINTER  
SANDRA V. LEHENY  
LAWRENCE M. RIEFBERG  
ASSISTANT CORPORATION  
COUNSEL

155 DEER HILL AVENUE  
DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

July 14, 1987

PLEASE REPLY TO:  
155 Deer Hill Avenue  
DANBURY, CT 06810  
797-4516

Ms. Kathryn Husband  
State of Connecticut  
Department of Transportation  
24 Wolcott Hill Road, P. O. Drawer A  
Wethersfield, Connecticut 06109

Re: Proposed Agreement Between the  
City of Danbury and the State DOT  
for Specialized Motor Vehicles

Dear Ms. Husband:

As per our recent conversation, please accept this correspondence as a formal request to extend the timeframe permitted for execution of the above agreement. This extension is required due to the necessity for the Chief Executive Officer of the City of Danbury to obtain timely authorization from the legislative body to execute such agreement on behalf of the City. I am anticipating that such approval will be granted by August 3, 1987 so that said agreement may be executed.

Should you have any questions regarding this request for extension, please do not hesitate to contact this office.

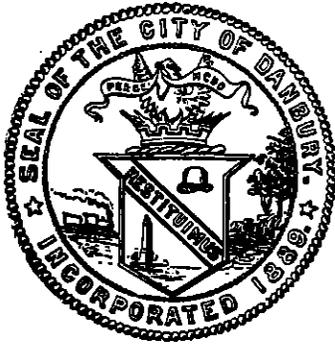
Very truly yours,

*Laszlo L. Pinter*

Laszlo L. Pinter  
Assistant Corporation Counsel

LLP:cr

c: Hon. James E. Dyer  
Mayor



## RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

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

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the State of Connecticut Department of Transportation has budgeted certain funds to provide capital improvement grants to municipalities; and

WHEREAS, said funds are for the specific purpose of assisting municipalities in providing specialized transportation needs of elderly persons; and

WHEREAS, the Department of Elderly Services is desirous of obtaining said grants and of entering into an agreement whereby the State of Connecticut Department of Transportation would provide the City of Danbury use and ownership of up to five motor vehicles with certain specialized accessories and equipment in exchange for the City of Danbury undertaking such project of assistance to the elderly; and

WHEREAS, title to said vehicles, responsibility for insurance coverage and costs associated therewith would be borne by the City of Danbury;

NOW, THEREFORE, BE IT RESOLVED THAT the past actions of the City of Danbury Department of Elderly Services in applying for said grants be and hereby are ratified and that any and all additional acts by the Department of Elderly Services and Mayor James E. Dyer necessary to effectuate the purposes hereof be and hereby are authorized.

CITY OF DANBURY  
AGREEMENT  
FOR  
THE USE OF STATE PURCHASED  
SPECIALIZED MOTOR VEHICLES  
FOR  
SERVICE TO ELDERLY PERSONS

This Agreement concluded at Wethersfield, Connecticut, this        day of        , 1987, by and between the State of Connecticut, Department of Transportation, J. William Burns, Commissioner, acting herein by James F. Sullivan, Deputy Transportation Commissioner, Bureau of Planning, duly authorized, hereinafter referred to as the State, and the City of Danbury, a municipality interested in providing transportation to elderly residents of that municipality, having its principal place of business at 80 Main Street, Danbury, CT 06810, acting herein by James E. Dyer, Mayor, hereunto duly authorized, hereinafter referred to as the Municipality.

WITNESSETH THAT:

WHEREAS, the State has certain funds budgeted to provide capital improvement grants to municipalities for the specific purpose of assisting them in providing transportation services meeting the special needs of elderly persons; and

WHEREAS, the State intends to evaluate and select projects proposed by municipalities and to coordinate the grant applications as submitted by the municipalities; and

WHEREAS, the State and the municipalities desire to utilize grant funds for the transportation needs of the elderly citizens of the State of Connecticut; and

WHEREAS, the State, pursuant to Section 13b-34 of the General Statutes of Connecticut, as revised, is authorized to enter into an Agreement with the Municipality providing for the use of certain State purchased equipment solely for the hereinabove stated purpose, and in connection therewith, has made an Express Finding as is required by Section 13b-35 of the General Statutes of Connecticut, as revised.

NOW THEREFORE, in consideration of the mutual covenants herein set forth, the State and the Municipality agree as follows:

1. Purpose of Agreement: The purpose of this Agreement is to provide for the undertaking of transportation services to the elderly (hereinafter referred to as the "Project") by the Municipality and to state the terms, conditions and mutual understandings of the parties as to the manner in which the Project will be undertaken and continued.

2. Scope of Project: The Municipality hereby agrees to accept, subject to all herein contained terms and conditions, up to five (5) State purchased motor vehicles including certain specialized accessories and related equipment, (hereinafter referred to as the "Project Equipment"), and in consideration thereof agrees to undertake and implement the Project in the manner described in the application, herewith incorporated by reference, filed with and approved by the State, and in accordance with the terms and conditions of this Agreement.

The Project Equipment may be delivered by the State to the Municipality incrementally as a result of the State budgeting of separate year capital funding.

3. Period of Performance: The Municipality shall undertake and carry on the Project for the duration of the useful life of the Project Equipment with all practical dispatch, in a sound, economical, and efficient manner. "Useful life" in regard to vans shall mean 4 years or 100,000 miles; in regard to small buses, 7 years or 200,000 miles.

4. Purchase of Project Equipment: The purchase of all Project Equipment financed in whole or in part pursuant to this Agreement shall be undertaken by the State on behalf of the Municipality, and shall be purchased in accordance with applicable State law and the standards set forth in Office of Management and Budget (OMB) Circular A-102, Attachments "O" and "N".

5. Title of Project Equipment: Title to Project Equipment shall be in the name of the Municipality subject to the restrictions on use and disposition of the Project Equipment set forth herein. The Municipality shall not transfer title of the Project Equipment to any third party.

6. Use of Project Equipment: The Municipality agrees that the Project Equipment shall be used for the provision of transportation service in the area and in the manner described in the Project Description of its above mentioned application for the duration of its useful life. If during such period, any Project Equipment is not used in this manner or withdrawn from transportation service, the Municipality shall immediately notify the State and shall revert ownership, title and possession of the Project Equipment to the State. After the Project Equipment has reached the limits of its useful life as specified in Section 3, the State shall have no further interest in the Project Equipment. In further consideration of the use of said Project Equipment the Municipality shall:

- (a) Guarantee that, at no cost or expense to the State, said Project Equipment shall be properly operated and regularly maintained throughout the term of this Agreement in accordance with the maintenance and inspection schedule supplied by the manufacturer of the Project Equipment.
- (b) Make no alterations or modifications to any of the said Project Equipment without the prior written approval of the State.
- (c) Establish and maintain throughout the term of this Agreement, including supplementals thereto and renewals thereof, if any, separate and complete accounting records of all costs associated with the Project.
- (d) Submit to the State at the beginning of each calendar year during such period a certification that the said Project Equipment is still being used in accordance with the terms of this Agreement, and shall periodically submit written reports to the State at such time and in such manner as the State may require concerning the status and progress of the Project including but not limited to financial statements and operations data.
- (e) Secure and maintain such liability and material damage insurance as will be adequate to protect the State as purchaser and the Municipality as owner and operator from all losses and maintenance of all Project Equipment. Such insurance shall be provided at no cost to the State.

During the useful life of the Project Equipment, any and all dollars paid to the Municipality as a result of material damage to the Project Equipment, whether paid by an insurance company or any private agency or party, shall be returned to the State, unless the Municipality demonstrates, by proof of invoice, that the dollars received were utilized to repair the Project Equipment so as to keep it in service or return it to service.

- (f) Indemnify and save harmless the State, its officers, agents and employees from all claims, actions, damages, and costs of every name and description caused by or resulting from the purchase and delivery of the said Project Equipment, such indemnity not being limited by reason of any insurance coverage.

7. Contracts Under This Agreement: Unless otherwise authorized in writing by the State, the Municipality shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without prior written notification to the State.

8. Audit and Inspection: The Municipality shall permit the State, or its authorized representatives, to inspect all vehicles, facilities and transportation services rendered by the Municipality by the use of such vehicles, facilities and equipment, and all relevant Project data and records. The Municipality shall also permit the above named persons to audit the books, records and accounts of the Municipality pertaining to the Project.

9. Records and Reports: The Municipality shall advise the State regarding the progress of the Project at such time and in such manner as the State requires, including, but not limited to meetings and interim reports.

The Municipality shall collect and submit to the State at such time as it may require, such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by the State.

10. Civil Rights: The Municipality 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 U.S.C. 2000d to 2000d-4, and Appendix CR attached hereto, both of which are hereby made a part of this Agreement.

The Municipality 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 such Municipality 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 Municipality 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 Municipality further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the Municipality as relate to the provisions of this Section and Section 46a-56 of the Connecticut General Statutes.

The Municipality is hereby put on notice that Section 4-114a of the Connecticut General Statutes entitled "Nondiscrimination Clauses In State Contracts" has been expanded 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.

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 noncompliance with said Executive

Order No. Three, or any State or Federal law concerning non-discrimination, 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 nondiscrimination, until the Agreement is completed or terminated prior to completion.

The Municipality 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.

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 Municipality 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.

The Municipality agrees that the attached CONNECTICUT REQUIRED CONTRACT/AGREEMENT PROVISIONS entitled "Specific Equal Employment Opportunity Responsibilities", dated September 1977, are hereby made a part of this Agreement.

The Municipality agrees that the attached Appendix MB entitled "Administrative Memorandum No. 198, Subject: Requirements of Title 49, CFR Part 23", dated March 17, 1987, is hereby made a part of this Agreement. The State advises the Municipality 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.

In connection with the performance of this Agreement, the Municipality will cooperate with the State in meeting its commitments and goals with regard to the maximum utilization of minority business enterprises and women-owned business enterprises, and will use its best efforts to insure that both such business enterprises shall have maximum practicable opportunity to compete for subcontract work under this Agreement. The Municipality will provide written documentation of efforts made in this regard.

11. Code of Ethics: The Municipality hereby acknowledges and agrees to comply with the policies enumerated in Administrative Memorandum No. 4 dated November 18, 1981 (reissued December 3, 1985)

Re: State Employee Code of Ethics, a copy of which is attached hereto and made a part hereof.

12. Interest of Members or Delegates to Congress: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

13. Prohibited Interest. No member, officer, or employee of the Municipality during his tenure or one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. The Municipality warrants that it has not employed or retained any company or person other than bona fide employees working solely for the Municipality to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person other than bona fide employees working solely for the Municipality any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of the above stipulation the State shall have the right to cancel this Agreement without liability or, in its discretion, to deduct from the agreed price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, or contingent fee.

14. Motor Vehicle Safety and Pollution:

- (a) Motor Vehicle Safety Standards - The motor vehicle(s) will comply with the Motor Vehicle Safety Standards as established by the Department of Transportation.
- (b) Motor Vehicle Pollution Requirements - When new motor vehicles are purchased, there will be obtained from each vendor a certification in writing that:

The horsepower of the vehicle is adequate for speed range and terrain in which it will be required to operate and also to meet the demand of all auxiliary power equipment. All gases and vapors emanating from the crankcase of a spark-ignition engine are controlled to minimize their escape into the atmosphere. Visible emission from the exhaust will not exceed #1 on the Ringlemann Scale when measured six inches from the tail pipe with the vehicle in steady operation. When the vehicle has been idled for three minutes and then accelerated to 80 percent of rated speed under load, the capacity of the exhaust will not exceed #2 on Ringlemann Scale for more than five seconds, and not more than #1 on the Ringlemann Scale thereafter.

15. Termination: The State reserves the right to terminate this Agreement:

- (a) without cause with sixty (60) days prior written notice to the Municipality, or
- (b) with cause, forthwith, upon delivery to the Municipality of written notice of termination, citing any one or more of the following reasons:
  - (I) the Municipality discontinues the operation of the said Project Equipment in providing transportation to the elderly persons.
  - (II) the Municipality takes any action and/or fails to take required action pursuant to the terms of this Agreement without the required approval(s) of the State.
  - (III) the Municipality being declared by competent authority to be incapable of operation under this Agreement.
- (c) upon termination of this Agreement as provided in Section 15(a) or Section 15(b), the Municipality shall forthwith return ownership, title and possession of the said Project Equipment to the State, in as good condition as it was received by the Municipality, with normal wear and depreciation expected. It is understood and agreed by the parties hereto that if this return cannot be made by the Municipality, the Municipality may, at the discretion of the State, be assessed all or a proportionate share of the then current market value of the said Project Equipment.

16. Notices. It is mutually understood and agreed by the parties hereto that any official notice from one such party to the other such 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  
P. O. Drawer A  
Wethersfield, Connecticut 06109;
  - (ii) when the Municipality is to receive such notice -
 

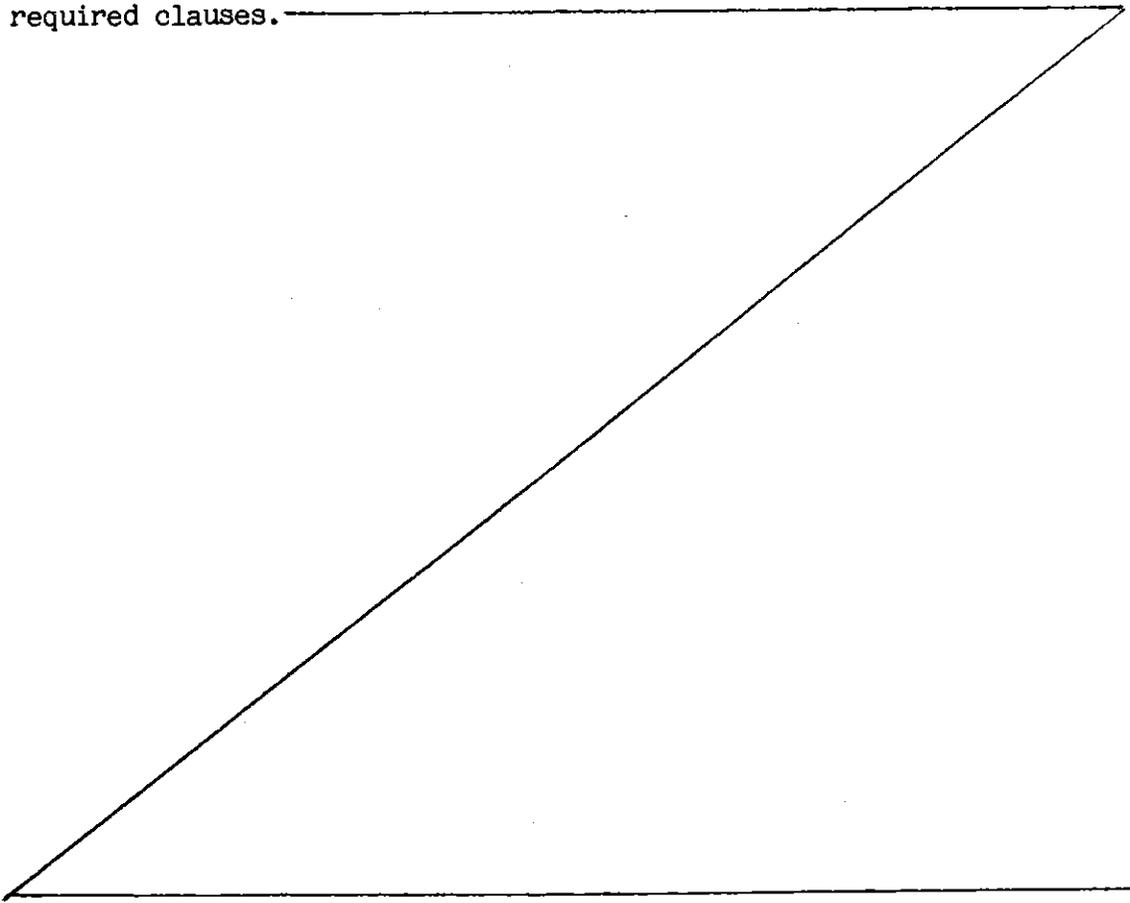
the person acting herein as signatory for the Municipality receiving such notice;
- (b) -be delivered in person or be mailed United States Postal Service - "Certified Mail" to the address recited herein as being the address of the party(ies) to receive such notice; and

- (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.

Futher, 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 deliverly of such notice(s) is (are) to be made, providing such subsequent agreement(s) is (are) concluded pursuant to the adherence to this specification.

17. Subcontracts: The Municipality shall include in all subcontracts entered into pursuant to this agreement all of the above-required clauses.



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

\_\_\_\_\_  
Name

By: \_\_\_\_\_ (Seal)

James F. Sullivan  
Deputy Transportation Commissioner  
Bureau of Planning

\_\_\_\_\_  
Name

Date: \_\_\_\_\_

MUNICIPALITY  
CITY OF DANBURY

\_\_\_\_\_  
Name

By: \_\_\_\_\_ (Seal)

James E. Dyer  
Mayor

\_\_\_\_\_  
Name

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney General  
State of Connecticut

Date: \_\_\_\_\_

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.

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 non-discrimination in compliance with the provision of this Order.

XIII

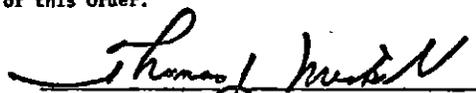
The labor commissioner may delegate to any officer, agency or employee in the executive branch any function or duty of the labor commissioner under this Order except authority to promulgate regulations of a general nature.

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 19<sup>th</sup> 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.

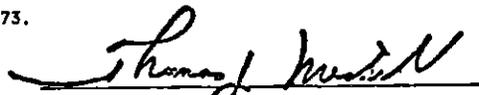
(b) Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the Labor Commissioner, shall promptly notify him of such action. Whenever the Labor Commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting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

CONNECTICUT REQUIRED CONTRACT/AGREEMENT PROVISIONS  
September, 1977

Specific Equal Employment Opportunity Responsibilities

1. General

- a. Equal Employment Opportunity Requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246, Executive Order 11375, the Railroad Revitalization and Regulatory Reform Act of 1976 and other U.S. Department of Transportation nondiscrimination legislation are set forth in this Required Contract/Agreement provision. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract (or agreement) and supplement the equal employment opportunity requirements set forth in other related Contract Provisions.
- b. "Company" refers to any entity doing business with the Connecticut Department of Transportation and includes but is not limited to the following:

Contractors	Venders (where applicable)
Subcontractors	Suppliers of Materials (where applicable)
Consultants	Municipalities (where applicable)
Subconsultants	Utilities (where applicable)
- c. The Company will work with the Connecticut Department of Transportation and the federal government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract or agreement.
- d. The Company and all their subcontractors or subconsultants holding subcontracts or subagreements of \$10,000 or more on federally-assisted projects and \$5,000 or more on state funded projects, will comply with the following minimum specific requirement activities of equal employment opportunity. The Company will physically include these requirements in every subcontract or subagreement meeting the monetary criteria above with such modification of language as is necessary to make them binding on the subcontract or subconsultant.
- e. These Required Contract Provisions apply to all state funded and/or federally-assisted projects, activities and programs in all facets of the Connecticut Department of Transportation-operations resulting in contracts or agreements.

2. Equal Employment Opportunity Policy

The Company will develop, accept, and adopt as its operating policy and Affirmative Action Policy Statement utilizing as a guide the Connecticut Department of Transportation Mini-Manual on Equal Opportunity and Affirmative Action, or the Affirmative Action Plan Guide.

3. Equal Employment Opportunity Officer

The Company will designate and make known to the State Department of Transportation contracting officers an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

4. Dissemination of Policy

- a. All members of the Company's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Company's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
  - (1). Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less than once every six months, at which time the Company's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.
  - (2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the Company's equal employment opportunity obligations within thirty days following their reporting for duty with the Company.
  - (3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Company's procedures for locating and hiring minority group employees.
- b. In order to make the Company's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the contractor will take the following actions:
  - (1). Notices and posters setting forth the Company's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
  - (2). The Company's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. Recruitment

- a. When advertising for employees, the Company will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
- b. The Company will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the Company will, through its EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the Company for employment consideration.

In the event the Company has a valid bargaining agreement providing for exclusive hiring hall referrals, the Company is expected to observe the provisions of that agreement to the extent that the system permits the Company's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Company to do the same, such implementation violates Executive Order 11246, as amended).

- c. The Company will encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in the areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. Personnel Actions

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoffs, and termination, shall be taken without regard to race, color, religion, sex, or national origin, etc. The following procedures shall be followed:

- a. The Company will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The Company will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

- c. The Company will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Company will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The Company will promptly investigate all complaints of alleged discrimination made to the Company in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Company will inform every complainant of all of his avenues of appeal.
- e. The general contract provision entitled A(76) Affirmative Action Requirements is made part of this document by reference. In conjunction with this contract provision, only the job categories will change in order to be comparable with the job categories utilized by the company proposing to do business with the Connecticut Department of Transportation. The goals and timetables will remain the same throughout the contract provision.

#### 7. Training and Promotion

- a. The Company will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- b. Consistent with the Company's work force requirements and as permissible under Federal and State regulations, the Company shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded.
- c. The Company will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The Company will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

#### 8. Unions

If the Company relies in whole or in part upon unions as a source of employees, it will use its best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the Company either directly or through an association acting as agent will include the procedures set forth below:

- a. The Company will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- b. The Company will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin, etc.
- c. The Company is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Company, the Company shall so certify to the State Highway Department and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the Company with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Company will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex or national origin, etc. making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the Company has a collective bargaining agreement providing for exclusive referral failed to refer minority employees). In the event the union referral practice prevents the Company from meeting the obligations pursuant to Executive Order 11246, as amended, and these provisions, such Company shall immediately notify the State Highway Agency.

#### 9. Subcontracting

- a. The Company will use his best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Companies shall obtain a list of applicable minority-owned firms from State Highway Agency personnel.
- b. The Company will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.
- c. The General Contract Provisions entitled "Minority Business Enterprises as Subcontractors" is made part of this document by reference and its requirements are applicable to all entities proposing to do business with the Connecticut Department of Transportation.

#### 10. Records and Reports

The Company will keep such records as are necessary to determine compliance with the Company's equal employment opportunity obligations. The records kept by the Company will be designated to indicate:

- a. the number of minority and nonminority group members and women employed in each work classification on the project.
- b. the progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to Companies which rely in whole or in part on unions as a source of their work force).
- c. the progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and
- d. the progress and efforts being made in securing the services of minority and female representation among their employees.

(1) All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State Department of Transportation and the U.S. Department of Transportation. In regards to consultant firms, the retention period for records will be 12 months.

(2) The Company will submit to the State Department of Transportation a monthly report for the duration of the project, indicating the number of minority, women, and nonminority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391-A or 1391-B. If on-the-job training is being required by "Training Special Provision", the Company will be required to furnish Form 1409. The 1405 Form will be utilized in reporting information regarding contract awards to minority businesses.

\* In instances where no work is performed in a particular month, it is still required that a negative report indicating "no work performed" be submitted to the Connecticut Department of Transportation. During the months of winter shutdown, 1391-A reports are required.

#### 11. Affirmative Action Plan

- a. Contractors, subcontractors, vendors, suppliers, and all other companies with contracts, agreements or purchase orders completely state funded will submit an affirmative action plan if the contract value is \$5,000 or over and total employment is 16 persons or more.
- b. Contractors, subcontractors, vendors, suppliers, and all other companies with federally-assisted contracts, agreements, or purchase orders valued at \$10,000 or more will submit an affirmative action plan if their total employment is 16 persons or more.
- c. In regards to a and b above, companies employing 15 persons or less shall submit an affirmative action policy statement using as a guide either the Connecticut Department of Transportation's Mini-Manual on Equal Employment Opportunity and Affirmative or the Affirmative Action Plan Guide.
- d. Companies with contracts, agreements, or purchase orders with total dollar value under that which is stipulated in a and b above shall be exempt from all EEO requirements unless otherwise directed by the Office of Contract Compliance.

STATE OF CONNECTICUT  
DEPARTMENT OF TRANSPORTATION

APPENDIX MB

March 17, 1987

ADMINISTRATIVE MEMORANDUM NO. 198

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

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.

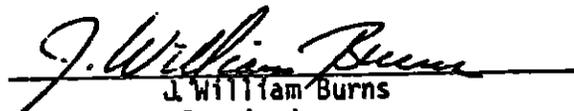
Any gift or gratuity must be refused or returned with a copy of the letter concerning our Code of Ethics Policy which has been sent to the concerns doing business with the Department of Transportation. The only exception recognized is for advertising matter which has negligible monetary value and which 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



STATE OF CONNECTICUT  
DEPARTMENT OF TRANSPORTATION



24 WOLCOTT HILL ROAD, P.O. DRAWER A  
WETHERSFIELD, CONNECTICUT 06109-0801

Phone : 566-5110

July 7, 1987

Mr. Nelson F. Macedo, Chief  
Danbury Police Department  
120 Main Street  
Danbury, Connecticut 06810

Dear Chief Macedo:

Subject: Cost Sharing Agreement No. 6.25-01(87)  
Traffic Control Signal Revision  
Route 53 at West Street and Liberty Street  
State Project No. 270-205(034-2226)

It is requested that the City of Danbury, to facilitate inclusion in the current funding program, sign the enclosed agreement and return it as soon as possible, but no later than twenty-one (21) days.

The agreement states, in part, that the City of Danbury shall deposit with the State, upon demand, a single final payment in full of Eight Thousand Dollars (\$8,000.00).

Enclosed are four copies of our cost sharing agreement, a resolution certificate and an "Agreement Execution Information" form. Please complete these items in accordance with the steps outlined in the information form.

If you have any questions regarding this agreement, or difficulties meeting this schedule, please contact Mr. Conrad P. Janssen of this office at 566-3592.

Very truly yours,

Frank M. D'Addabbo, P.E.  
Director of Traffic  
Bureau of Highways

cc: Hon. James E. Dyer  
Mayor - City of Danbury

Enclosures

AGREEMENT BETWEEN THE STATE OF CONNECTICUT

AND

THE CITY OF DANBURY

FOR SHARING THE COST OF REVISION NUMBER SIX OF A TRAFFIC CONTROL SIGNAL

STATE PROJECT NO. 270-205(034-2226)

THIS AGREEMENT, concluded at Wethersfield, Connecticut, this  
day of \_\_\_\_\_, 19 \_\_, by and between the State of Connecticut,  
Department of Transportation, J. William Burns, Commissioner, acting herein  
by James J. Rice, Deputy Commissioner, Bureau of Highways, duly authorized,  
hereinafter referred to as the State, and the City of Danbury, acting  
herein by Mr. Nelson F. Macedo, Chief, Danbury Police Department, 120 Main  
Street, Danbury, Connecticut, 06810, hereunto duly authorized, hereinafter  
referred to as the Second Party.

WITNESSETH THAT,

WHEREAS, the Second Party has requested that the State revise a  
traffic control signal at the intersection of Route 53 at West Street and  
Liberty Street in the City of Danbury and,

WHEREAS, the State has determined that the requested improvement  
is warranted at the said location, and,

WHEREAS, the State, pursuant to Section 13b-23 of the General  
Statutes of Connecticut, as revised, is authorized to enter into this  
Agreement.

NOW THEREFORE, KNOW YE, it is mutually agreed that:

1. The State shall revise a traffic control signal at Route 53 at West Street and Liberty Street. The work shall be assigned a project number for the commitment of funds. Should the project be cancelled prior to completion, the State shall determine the salvage value of materials and make an appropriate refund to the Second Party.
2. The Second Party shall forward to the State, upon demand, prior to the commencement of any work, a single final payment in full of Eight Thousand Dollars (\$8,000.00).
3. Maintenance responsibility and electrical energy provisions shall be as specified by the State Traffic Commission.
4. The Second Party shall record this Agreement in the appropriate permanent files of the town wherein the signal is located, at no cost to the State.
5. The State assumes no financial obligation under the terms of this Agreement until the Second Party is notified in writing by the State that said Agreement has been approved as to form by the Attorney General of the State of Connecticut.

- 2
6. The Second Party agrees that the attached Appendix MB entitled "Administrative Memorandum No. 198, Subject: Requirements of Title 49, CFR Part 23", dated March 17, 1987, is hereby made a part of this Agreement. The State advises the Second Party 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.
  7. The Second Party hereby acknowledges and agrees to comply with the policies enumerated in Administrative Memorandum No. 4 dated November 18, 1981 (Reissued December 3, 1985) Re: State Employee Code of Ethics, a copy of which is attached hereto and made a part hereof.
  8. The Second Party 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 U.S.C. 2000d to 2000d-4, and Appendix CR attached hereto, both of which are hereby made a part of this Agreement.

- 9. The Second Party agrees that, from the time this Agreement is fully executed, until all terms of this Agreement have been complied with, it shall indemnify and save harmless, the State, its officers, agents and employees from all claims, suits, actions, damages and costs of every name and description resulting from or arising out of operations conducted by the Second Party under this Agreement and that such indemnification shall not be limited by reason of any insurance coverage.
- 10. The Second Party is hereby put on notice that Section 4-114a of the Connecticut General Statutes entitled "Nondiscrimination Clauses in State Contracts" has been expanded 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.
- 11. The Second Party 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

2

by the Second Party 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 Second Party 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 Second Party further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the Second Party as relate to the provisions of Section 4-114a and Section 46a-56 of the Connecticut General Statutes.

12. The Agreement is subject to the provisions of the 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 State 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 contract performance in regard to non-discrimination, until the Agreement is completed or terminated prior to completion.

13. The Second Party 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 its 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.

14. 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, among other things, 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 Second Party 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.

15. It is mutually understood and agreed by the parties hereto that any official notice from one such party to the other such party, 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  
P.O. Drawer A  
Wethersfield, Connecticut 06109;

(ii) when the Second Party is to receive such notice -

the person acting herein as signatory for the Second Party 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 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 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.

2

Further, it is understood and agreed that nothing herein-  
above 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  
alternative 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.

Agreement No. 6.25-01(87)

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

\_\_\_\_\_  
Name:

By \_\_\_\_\_  
James J. Rice  
Deputy Commissioner  
Bureau of Highways

\_\_\_\_\_  
Name:

Date: \_\_\_\_\_

WITNESSES:

SECOND PARTY  
CITY OF DANBURY

\_\_\_\_\_  
Name:

By \_\_\_\_\_ (Seal)  
Name: Nelson F. Macedo  
Title: Chief of Police

\_\_\_\_\_  
Name:

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney General  
State of Connecticut

Date: \_\_\_\_\_



# RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

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

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the State of Connecticut Department of Transportation, by virtue of Cost Sharing Agreement No. 6.25-1(87) with the City of Danbury, is willing to provide funds to the Police Department of the City of Danbury for the purpose of traffic signal revision at Route 53 (Main Street) and Liberty Street; and

WHEREAS, the allocation and use of such funds are in the interest of safety and traffic control in the City of Danbury; and

WHEREAS, a funding agreement proposed in the total amount of \$16,000.00 with a local cash match of \$8,000.00 has been processed; and

WHEREAS, said local cash match in the amount of \$8,000.00 was appropriated by the Common Council on June 2, 1987;

NOW, THEREFORE, BE IT RESOLVED THAT the past actions of the Police Department of the City of Danbury in applying for said funds be and hereby are ratified, and that the Mayor of the City of Danbury, James E. Dyer, is hereby authorized to enter into said agreement and any and all additional acts necessary to effectuate said program be and hereby are authorized.



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

COMMON COUNCIL

## REPORT

July 22, 1987

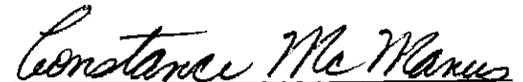
Honorable Mayor James E. Dyer  
Honorable Members of the Common Council

Re: Sewer Budget

The Common Council held a public hearing concerning the sewer rates on July 17, 1987 at 7:30 P.M. in the Common Council Chambers in City Hall.

The Common Council met as a committee of the whole following the public hearing and unanimously recommends that the ordinance be adopted.

Respectfully submitted,

  
CONSTANCE McMANUS  
President



# ORDINANCE

## CITY OF DANBURY, STATE OF CONNECTICUT

### COMMON COUNCIL

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

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

(b) *Connection fee.* If no prior sewer assessment has been paid on the premises to be connected to said sewer, then no permit shall be issued until a connection fee is paid to the City of Danbury according to the following schedule:

- (1) *Residential:* Six hundred dollars (\$600.00) per unit.
- (2) *All other (nonresidential):* One thousand dollars (\$1,000.00) plus forty cents (\$0.40) per square foot of building to be connected. Connection fees may be waived by action of the common council, providing the city benefits from this connection by permitting future extensions to said connection.

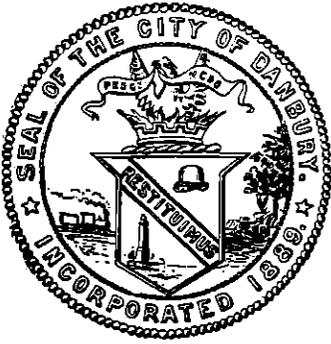
BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF DANBURY THAT Section 16-32 of the Code of Ordinances of Danbury, Connecticut is hereby amended to read as follows:

Sec. 16-32. Sewer use charges.

(a) There is hereby established a sewer use charge applicable with respect to all bills rendered on or after the effective date hereof to all sewer customers provided with metered city water service. Said charge, established in accordance with criteria contained in section 16-27 of this Code of Ordinances, shall be determined in accordance with the following formula:

$$\text{Annual Sewer Use Charge} = \frac{0.9 \times A \times \$0.80}{1,000 \text{ gallons}}$$

Where "A" equals the volume of water, as measured through the customer's water meter, used during the previous four (4) billing quarters. Notwithstanding the prior provisions of this section the minimum annual sewer use charge shall be twenty-five dollars (\$25.00).



3

# ORDINANCE

## CITY OF DANBURY, STATE OF CONNECTICUT COMMON COUNCIL

---

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

(b) There is hereby established a sewer use charge applicable with respect to all bills rendered on or after the effective date hereof to all sewer customers provided with flat rate city water service. Said charge, established in accordance with the criteria contained in section 16-27 of this Code of Ordinances, shall be seventy-six dollars (\$76.00) per unit.

(c) There is hereby established a sewer use charge applicable with respect to all bills rendered on or after the effective date hereof to all sewer customers having no city water service. Said charge, established in accordance with the criteria contained in section 16-27 of this Code of Ordinances, shall be sixty-five dollars (\$65.00) per unit.

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

(e) All sewer use charge bills shall be rendered semiannually.

- 2 -

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

Adopted by the Common Council - July 22, 1987  
Approved by Mayor James E. Dyer - July 22, 1987.

ATTEST:

*Elizabeth Crudginton*  
ELIZABETH CRUDGINTON  
City Clerk



# CITY OF DANBURY

BOARD OF ETHICS

DANBURY, CONNECTICUT 06810

July 10, 1987

Constance McManus, President  
COMMON COUNCIL  
Danbury City Hall  
155 Deer Hill Avenue  
Danbury, CT 06810

Dear Mrs. McManus:

At the July 9, 1987 special meeting of the Board of Ethics, the Board unanimously adopted a position concerning an apparent conflict between the Code of Ethics and the State Freedom of Information laws.

Enclosed, please find a copy of the position which we approved.

Also enclosed, please find a copy of a letter to Attorney Mitchell Perlman of the FOI Commission in Hartford. I will keep you advised of any information we receive from the FOI Commission.

If you, or any members of the council, have any questions concerning the above, please feel free to contact me.

Very truly yours,

A handwritten signature in cursive script, reading "Barbara E. Flanagan".

BARBARA E. FLANAGAN  
Chairman

BEF/bjl  
Encl.  
cc: Corporation Council



CITY OF DANBURY  
BOARD OF ETHICS  
DANBURY, CONNECTICUT 06810

July 10, 1987

Mitchell Perlman, Esq.  
Freedom of Information Commission  
97 Elm Street  
Hartford, CT 06106

Dear Attorney Perlman:

Pursuant to our recent conversation, I am hereby requesting a formal advisory opinion of the commission concerning the procedure outlined in the Danbury Code of Ethics for handling complaints. Specifically, we want to know whether or not Section 4 (e) is in conflict with the State FOI laws.

I am enclosing, for your information, a copy of the Danbury Code of Ethics and also a copy of the position which our commission has taken regarding this issue.

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

Very truly yours,

BARBARA E. FLANAGAN

BEF/bjl  
Encl.



# CITY OF DANBURY

BOARD OF ETHICS

DANBURY, CONNECTICUT 06810

During a recent telephone conversation with a member of the news media, the question was raised regarding whether the complaints that have been received by the Ethics Commission would be released to the public.

As I am sure some of you know, the ordinance of the Common Council that created this Commission in 1982 requires that, and I quote, "Any investigation to determine whether or not there is probable cause that a violation of Danbury Municipal Charter Sec. 8-3 or this ordinance has occurred shall be confidential".

However, it occurred to me that the requirement of confidentiality in the Danbury ordinance may not be compatible with the policy in favor of open public meetings found in our state FOI laws. Accordingly, as Chairman of the Commission I contacted the FOI commission in Hartford and was told by an attorney at that Commission that unless the situation falls within certain narrow exceptions it is an essentially settled issue that investigations such as we have been asked to make are not entitled to blanket confidentiality.

4

Therefore, it appears to the Commission that we are caught between the state FOI laws requiring open meetings and the Ethics Ordinance requiring confidential meetings. As members of the Ethics Commission, we do not believe that we have independent authority to disregard the confidentiality requirements of the ordinance. We are not a legislative body. We cannot make or change laws.

We also feel that we cannot in good conscience proceed with a confidential investigation knowing that the procedure would apparently violate the State FOI requirements.

The Commission believes that it would be ill-advised to proceed any further with this investigation until the issue of confidentiality has been definitively resolved.

The Commission has, therefore, decided that its most responsible course is as follows:

First: The Commission will immediately request an advisory opinion from the FOI commission regarding whether these proceedings should be open to the public or be confidential as required by the ordinance.

Second: The Commission will immediately inform the Common Council of the apparent conflict between the FOI requirements and the ordinance and notify the Common Council that it has requested an advisory opinion from the FOI Commission.

As soon as we receive our advisory opinion we will notify the Common Council, who we are sure will take the appropriate legislative action to rectify any discrepancies between the ordinance and the mandates of the State Freedom of Information Statutes.



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

DEPARTMENT  
OF FINANCE

July 20, 1987

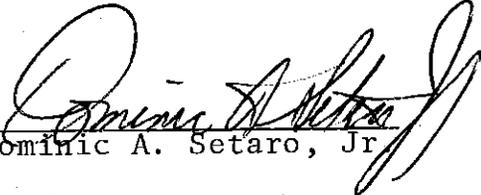
TO: Common Council via  
Mayor James E. Dyer

FROM: Dominic A. Setaro, Jr., Acting Director of Finance -  
Comptroller

Attached you will find a memo from Lenoard Sedney, Director of Planning, indicating that \$117,000 will be needed to complete the construction of a slate roof which is currently leaking at the Old Library Building. I am sure you are aware that at the July Common Council meeting funds were appropriated from excess revenues that were received from the State of Connecticut after our budget was adopted. As a result of that, I hereby certify the availability of \$117,000 to be transferred into a new capital line item entitled Old Library Roof. I will amend the City's revenue account for phone access lines by the amount of \$117,000 and also the appropriation for \$117,000 to the capital budget.

Please note that all additional state monies have now been used, and the only amount that will be left to the City will be funds for the capital improvement program established by the State of Connecticut which we will be eligible for sometime in February of 1988.

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

  
Dominic A. Setaro, Jr.

DAS/af  
Enc.



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

LEONARD G. SEDNEY  
Planning Director

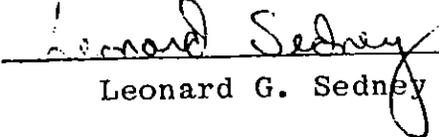
PLANNING DEPARTMENT  
797-4525

TO: Mayor James E. Dyer  
FROM: Leonard G. Sedney, Planning Director  
RE: Old Library Roof  
DATE: July 15, 1987

---

The conversion of the former Old Library to a Cultural Center is nearing completion. The construction of the elevator and handicapped access is now underway. The remaining item that needs to be completed is replacement of the slate roof which is leaking. This job has been bid and a firm price of \$117,000 has been received from Olympus Corporation. This same firm is constructing the elevator addition.

I am requesting transfer of \$117,000 to the Old Library account to cover this work.

  
\_\_\_\_\_  
Leonard G. Sedney

c: Dominic Setaro



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

LEONARD G. SEDNEY  
Planning Director

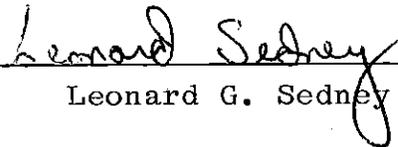
PLANNING DEPARTMENT  
797-4525

TO: Mayor James E. Dyer  
FROM: Leonard G. Sedney, Planning Director  
RE: Old Library Roof  
DATE: July 15, 1987

---

The conversion of the former Old Library to a Cultural Center is nearing completion. The construction of the elevator and handicapped access is now underway. The remaining item that needs to be completed is replacement of the slate roof which is leaking. This job has been bid and a firm price of \$117,000 has been received from Olympus Corporation. This same firm is constructing the elevator addition.

I am requesting transfer of \$117,000 to the Old Library account to cover this work.

  
Leonard G. Sedney

c: Dominic Setaro

*Conf. J.K.  
D.*



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

COMMON COUNCIL

## REPORT

July 22, 1987

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

Re: Appointment - Superintendent of Public Buildings

The ad hoc committee of the Common Council appointed to consider the confirmation of the appointment of Richard Palanzo to the position of Superintendent of Public Buildings met on Monday, July 13, 1987 at 7:30 P.M. in the Common Council Chambers in City Hall. In attendance were Council Members Eriquez, Boynton and Gallo. Also attending were Director of Public Works Basil J. Friscia; Civil Service Examiner Nicholas Nero; Civil Service Commissioner Edward Ackell and Richard Palanzo.

Upon questioning by the committee, Mr. Nero explained the Civil Service process in detail. He reported that the specifications of the applicable position are made available and those wishing to apply must submit an application/resume by a prescribed deadline. Those applications received are then screened to determine whether those applying have met the minimum qualifications, knowledge, ability and skills requirements. For this position, all applicants met these requirements. The next step in the process is the testing phase. All applicants received the same test administered by Superintendents of Public Buildings from other locales and monitored by the Civil Service Examiner. Upon compilation of the test scores, the applicants are then ranked in test score order. (The list of the candidates in ranking order for this position is attached to this report). This list is then forwarded to the Mayor for his consideration in accordance with the Charter of the City of Danbury. The Mayor can appoint any one of the top six candidates in accordance with Civil Service regulations. In this case, the Mayor selected the number two candidate, Mr. Palanzo.

Mr. Friscia explained that he was provided the opportunity to interview the top three candidates since this position reports directly to him as Director of Public Works. He stated he recommended Mr. Palanzo to the Mayor as a result of those interviews. He also reported that he had received three letters of recommendation from Mr. Palanzo's previous employer, Danbury Hospital, one from

the President, one from the Vice-President of Engineering (Mr. Palanzo's past immediate supervisor) and the last from the Risk Manager.

Mr. Nero further explained that every Civil Service employee of the City of Danbury is hired with the understanding that a one year probationary period must be satisfactorily completed before that individual's tenure is considered permanent. Mr. Friscia indicated that he would conduct three evaluations within the first year to measure the employee's progress and performance which will become part of the employee's personnel record.

Mr. Boynton noted that he felt Mr. Palanzo met the qualifications and was impressed with his credentials and past experience. Mr. Gallo indicated that he was satisfied by the probationary period provisions. As a result, Mr. Boynton moved to recommend to the Common Council that Mr. Palanzo's appointment as Superintendent of Public Buildings be confirmed. The motion was seconded by Mr. Gallo and passed unanimously.

Mr. Eriquez indicated that he felt the selection process was conducted in the usual proper fashion and that the probationary period provided safeguards to protect the City's interests. Also, the committee expressed its full faith and confidence in the Director of Public Works' ability to evaluate this position to ensure the needs of the City are being satisfactorily met.

Mr. Palanzo told the committee that he would not allow anything to impede his ability to do his best for the City of Danbury. He said he was proud of his credentials, his achievements and the recommendations he received from his former employers.

Respectfully submitted,

---

GENE F. ERIQUEZ

---

ERNEST BOYNTON

---

BERNARD GALLO

6

ELIGIBILITY LIST

POSITION: SUPERINTENDENT OF PUBLIC BUILDINGS

DEPT.: PUBLIC BUILDINGS

DATE PROMULGATED: MAY 29, 1987

EXPIRATION DATE: MAY 29, 1988

NAME AND ADDRESS:

1. Robert Reynolds  
185 Southern Blvd.  
Danbury, CT 06810
2. Richard Palanzo  
27 Wildman St.  
Danbury, CT 06810
3. George Hancock  
33 Forest Ave.  
Danbury, CT 06810
4. Robert Montesi  
26 Whitlock Ave.  
Bethel, CT 06801
5. Kevin Placella  
P.O. Box 2753  
Danbury, CT 06813
6. Emilio Soto, Jr.  
1 Lillian Ave.  
New Fairfield, CT  
06812
7. Allan Riedinger  
4 Waterview Dr.  
Danbury, CT 06811
8. Joseph Molinaro  
53 Clearview Ave.  
Danbury, CT 06811



# CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

JAMES E. DYER  
MAYOR

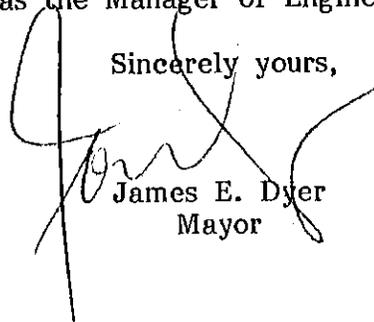
June 11, 1987

Honorable Members of the Common Council  
City of Danbury  
Connecticut

Dear Council Members:

I am appointing Richard Palanzo, 27 Wildman Street, Danbury, CT, as Superintendent of Public Buildings. Mr. Palanzo has a Master of Science in Administration from the Ancell School of Business, Western Connecticut State University, and he currently works in Danbury Hospital as the Manager of Engineering Administration.

Sincerely yours,



James E. Dyer  
Mayor

JED:ral

cc: Civil Service  
Personnel  
Basil Friscia

6

RICHARD M. PALANZO

27 Wildman Street  
Danbury, Connecticut 06810  
(203) 794-1116

EDUCATIONAL HISTORY:

- 1981 MASTER OF SCIENCE IN ADMINISTRATION  
Concentration: Human Resource Management  
Ancell School of Business, Western Connecticut State University
- 1974 BACHELOR OF ARTS  
Major: Biology, Minor: Chemistry  
Western Connecticut State University

EMPLOYMENT HISTORY:

- 1985-Present MANAGER OF ENGINEERING ADMINISTRATION  
Danbury Hospital, Danbury, Connecticut  
Direct Engineering Division Administrative Services including Budget preparations and management, Cost Control, Staffing, Personnel, and Property Management. Serve as Special Projects Assistant to the Vice President of Engineering. Direct the interior decoration of the hospital.
- 1983-1985 MANAGER OF BUILDING SERVICES  
Danbury Hospital, Danbury Connecticut  
Manage the activities of the Maintenance Department and the Housekeeping Department to maintain a pleasant and safe environment for all Hospital Patients, Visitors and Staff. Prepare Salary, Operating and Capital Budgets; coordinate the activities of contractors working on projects; provide a comprehensive Quality Assurance program to meet the Joint Commission on Accreditation of Hospitals standards.
- 1980-1983 MANAGER OF GROUNDS AND HOUSEKEEPING SERVICES  
Danbury Hospital, Danbury, Connecticut  
Manage and plan the overall activities of the department. Direct groundskeeping, landscaping and pest control. Devise a training program for all phases of supervisory, departmental work, and quality assurance.
- 1974-1980 ASSISTANT MANAGER OF HOUSEKEEPING SERVICES  
Danbury Hospital, Danbury, Connecticut  
Manage the day-to-day operations of Housekeeping functions, including staffing, training, and budgeting.
- 1972-1974 HOUSEKEEPING SUPERVISOR  
Danbury Hospital, Danbury, Connecticut  
Supervise housekeeping functions, in patient care, services and projects.

PROFESSIONAL AFFILIATIONS:

Adjunct Instructor of Management Western Connecticut State University Ansell School of Business	1981-1985
Environmental Management Association	1982-Present
American Management Association	1982-Present
American Association of University Professors	1983-1985
American Society for Healthcare Environmental Services (Charter Member)	1986-Present
Medical Care Facilities Environmental Services Association (HOSPA) (Charter Member)	1986-Present

COMMUNITY ACTIVITIES:

Redevelopment Agency of the City of Danbury Commissioner	1981-Present
Treasurer	1982-1984
Secretary	1985-Present
Danbury Hospital Employees Federal Credit Union Chairman	1976-Present
Danbury Hospital Employees Community Service Fund Chairman	1981-Present
United Way of Northern Fairfield County Chairman Allocations Subdivision	1982-1985
Benevolent and Protective Order of Elks Officer	1982-Present
Exalted Ruler	1986-1987
Western Connecticut State University Masters Program Advisory Council	1979-1981
Boy Scouts of America District Commissioner	1974-Present 1975-1978
Council Leadership Chairman	1983-1984

HONORS AND AWARDS:

Boy Scouts of America: Silver Beaver Award	1981
Order of the Arrow Vigil Honor	1979
District Award of Merit	1978
United State Jaycees's: Outstanding Young Man of America	1982

REFERENCES:

Available upon request.

**CITY OF DANBURY**

**SUPERINTENDENT OF PUBLIC BUILDINGS**

**GENERAL STATEMENT OF DUTIES:**

Administrative and technical work in the maintenance, construction and repair of municipal and school buildings.

**SUPERVISION RECEIVED:**

Work is performed under the general supervision of Director of Public Works who reviews performance periodically for conformance to established policies, procedures and regulations.

**SUPERVISION EXERCISED:**

The incumbent directly supervises such staff as is assigned to the Public Buildings Department.

**DESCRIPTION OF DUTIES:**

Plans, coordinates, develops and carries out the policies and procedures for the maintenance, construction and repair of municipal buildings. Prepares and administers work done by staff and/or outside contractors. Provides consulting services to the Director of Public Works and the Mayor as required. Determines quantities and standards for materials and supplies purchased. Advises and assists assigned foremen in the planning and execution of work schedules for all custodial services, repairs and construction activities. Performs related duties as required. On call 24 hours for emergency work. Prepare detailed, engineering specifications and plans to be incorporated into bid documents and contracts for major alternation, construction, rehabilitation, and renovation work in all engineering specialities. Draft detail drawings in all specialities as architectural, mechanical, electrical, etc. Thorough knowledge of all trades to evaluate materials, methods, workmanship, sequence of operation, and current costs to prepare estimates, certify payments, and develop budgets. Work with architects and engineers to develop the program for major projects. Direct and control all mechanical and electrical systems for maximum energy conservation. Develop and control service contracts and preventative maintenance programs for major equipment as elevators, boilers, air conditioning equipment. Plan and direct snow removal. Keep current on new methods and materials and maintain open channels of communication with vendors and suppliers. Acts as specification writer and draftsman for other departments. Works with fire, building, health, OSHA, and State Education Department as related to code compliance. Directs and coordinates department safety programs. Attend and represent city interest at Board of Education meetings. Coordinate maintenance efforts with school personnel. Maintains adequate inventory of emergency repair parts and supplies, and custodial supplies. Evaluate tools and equipment and train personnel in proper use.

**MINIMUM QUALIFICATIONS, KNOWLEDGE, ABILITY AND SKILLS:**

Thorough knowledge of building construction, repairs and maintenance. Thorough knowledge of materials, tools, and methods used in the repair, maintenance, and cleaning of buildings and their appurtenances. Thorough knowledge of electrical, plumbing, sanitary, building fire, OSHA and health codes. Working knowledge of State Board of Education policy on School alteration and construction projects. Thorough knowledge and familiarity working with engineers and architects in planning, bidding and inspecting major construction and alteration work. Experience in conducting job meetings and making progress payments on major construction and alteration projects. Knowledge of the principles and practices of budgeting. Ability to properly inspect the work of assigned staff and outside contractors. Considerable ability to effectively plan, direct and review the activities of a subordinate staff.

**EXPERIENCE AND TRAINING:**

Not less than a high school diploma and five years of responsible supervisory experience in construction and maintenance of commercial or public type building.

or

Not less than a high school diploma and a valid State of Connecticut Contractor's License in a building trade which requires formal education and apprenticeship.

or

Not less than a high school diploma and a combination of technical college credit substituted on a year by year basis with responsible supervisory experience in building construction and maintenance which together total not less than five years.

A valid automobile operators license is necessary.



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

COMMON COUNCIL

## REPORT

July 22, 1987

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

Re: Request from Department of Elderly Services for Two  
Part-time Aides

The Common Council committee appointed to review the request of Leo McIlrath, Director of the Department of Elderly Services for funding for two part-time Senior Aides met at 7:55 P.M. in Room 432 in City Hall. Attending were Council Members Zotos, DeMille and Philip. Also attending were Leo McIlrath and Comptroller Dominic Setaro.

Mr. McIlrath spoke to advise that the funds were necessary to replace federally funded Title V monies which were no longer available. The two senior aides have been working in these positions for eight years. Usually the Title V program would only fund them for two years. Subsequently, the sponsoring group would have to pick up the cost of continuing the program. Thanks to the abilities of Mr. McIlrath the funding was retained for eight years.

The Aides work 20 hours per week each and are paid \$3.92 hourly. This would equate to \$7,370 for the period 8/3/87 to 6/30/88. Mr. Setaro advised that fringe benefits would total an additional 15% which could be absorbed by the City. This funding was mentioned during the budget review process, but it was not known if the Title V funding would still be available. When Mr. McIlrath learned the funding was no longer available he entered this request.

Mr. Setaro and Mr. McIlrath noted that this type of federal funding continues to be eliminated. As it is, programs such as this have to be absorbed by the local municipalities or lost. More than 25% of City and school employees have joined the City of Danbury work force from programs which are no longer funded by the State or Federal Government.

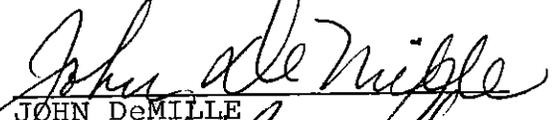
Upon conclusion of discussion, John DeMille made a motion to appropriate \$7,370 from the contingency account to provide for these two part time aides. Seconded by Mr. Zotos. Motion carried unanimously.

Meeting adjourned at 8:12 P.M.

Respectfully submitted,



PETER PHILIP, Chairman



JOHN DEMILLE



NICHOLAS ZOTOS



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

DEPARTMENT  
OF FINANCE

July 20, 1987

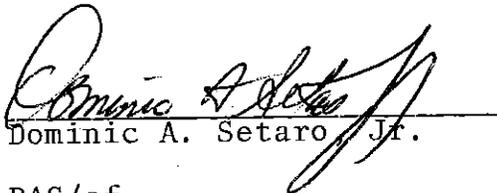
TO: Common Council via  
Mayor James E. Dyer

Certification #9

FROM: Dominic A. Setaro, Jr., Acting Director of Finance -  
Comptroller

We hereby certify the availability of \$7,370.00 to be transferred from the Contingency Fund to the Commission on Aging, Part-time Service Account #02-05-167-011001.

Balance of Contingency Fund	\$712,300.00
Less pending requests	27,695.00
Less this request	7,370.00
	<u>\$677,235.00</u>

  
\_\_\_\_\_  
Dominic A. Setaro, Jr.

DAS/af



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

COMMON COUNCIL

## REPORT

July 22, 1987

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

Re: Request from Department of Elderly Services for Two  
Part-time Aides

The Common Council committee appointed to review the request of Leo McIlrath, Director of the Department of Elderly Services for funding for two part-time Senior Aides met at 7:55 P.M. in Room 432 in City Hall. Attending were Council Members Zotos, DeMille and Philip. Also attending were Leo McIlrath and Comptroller Dominic Setaro.

Mr. McIlrath spoke to advise that the funds were necessary to replace federally funded Title V monies which were no longer available. The two senior aides have been working in these positions for eight years. Usually the Title V program would only fund them for two years. Subsequently, the sponsoring group would have to pick up the cost of continuing the program. Thanks to the abilities of Mr. McIlrath the funding was retained for eight years.

The Aides work 20 hours per week each and are paid \$3.92 hourly. This would equate to \$7,370 for the period 8/3/87 to 6/30/88. Mr. Setaro advised that fringe benefits would total an additional 15% which could be absorbed by the City. This funding was mentioned during the budget review process, but it was not known if the Title V funding would still be available. When Mr. McIlrath learned the funding was no longer available he entered this request.

Mr. Setaro and Mr. McIlrath noted that this type of federal funding continues to be eliminated. As it is, programs such as this have to be absorbed by the local municipalities or lost. More than 25% of City and school employees have joined the City of Danbury work force from programs which are no longer funded by the State or Federal Government.

Upon conclusion of discussion, John DeMille made a motion to appropriate \$7,370 from the contingency account to provide for these two part time aides. Seconded by Mr. Zotos. Motion carried unanimously.

Meeting adjourned at 8:12 P.M.

Respectfully submitted,

---

PETER PHILIP, Chairman

---

JOHN DeMILLE

---

NICHOLAS ZOTOS



# CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

JAMES E. DYER  
MAYOR

July 16, 1987

Honorable Members of the Common Council  
City of Danbury  
Connecticut

Dear Council Members:

The City of Danbury is in excellent financial condition and our economy is strong.

I am recommending that we extend the "good times" to those on fixed incomes who will be affected by a Housing Authority elderly renters increase by providing a one-time \$18,000 grant to stabilize the rents for the 1987-88 fiscal year. Acceptance of the grant will be required from the Housing Authority and the State Department of Housing.

During this transitional period for the Housing Authority, I believe we should provide the new director with the opportunity for properly projecting future budgets without burdening the senior citizens who have fixed incomes and budgets. A certification of funds is attached.

Sincerely yours,

James E. Dyer  
Mayor

JED:ral

Enclosure



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

DEPARTMENT  
OF FINANCE

July 20, 1987

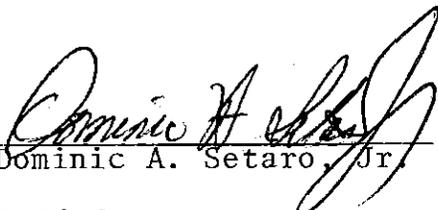
TO: Common Council via  
Mayor James E. Dyer

Certification #8

FROM: Dominic A. Setaro, Jr., Acting Director of Finance -  
Comptroller

We hereby certify the availability of \$18,000.00 to be transferred from the Contingency Fund to the Grant Section of the budget entitled Housing Authority.

Balance of Contingency Fund	\$712,300.00
Less pending requests	9,695.00
Less this request	18,000.00
	<u>\$684,605.00</u>

  
\_\_\_\_\_  
Dominic A. Setaro, Jr.

DAS/af



# CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

JAMES E. DYER  
MAYOR

July 22, 1987

Honorable Members of the Common Council  
City of Danbury  
Connecticut

Dear Common Council Members:

The Housing Authority Director and my office have met regarding the \$18,000 grant proposal. One of the options we have is to provide the \$18,000 for improvements to the five elderly projects laundry rooms to benefit all of the tenants. If we adopt this option, I will use my discretionary account for those individuals who meet the criteria for financial assistance and are in immediate need.

I can support this proposal as it provides increased services to all 400 elderly tenants and at the same time we will be able to help those who are most in need of assistance during a time of unanticipated costs against fixed-incomes. Mr. Fitzpatrick's letter to me is attached.

Sincerely yours,

James E. Dyer  
Mayor

JED:ral  
Enclosure

cc: Bernie Fitzpatrick

# Housing Authority of the City of Danbury 8

P. O. Box 86  
2 MILL RIDGE ROAD  
DANBURY, CONNECTICUT 06811  
TEL: AREA CODE 203  
744-2500

ROBERT J. DORAN, CHAIRMAN  
SAMUEL DEIBLER, VICE CHAIRMAN  
ROBERT KOVACS, TREASURER  
SHERRY YOUNG  
RICHARD J. KILCULLEN

BERNARD FITZPATRICK, EXECUTIVE DIRECTOR

July 22, 1987

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

Dear Mayor Dyer:

Thank you very much for the generous offer of a one time grant from the City of Danbury to the Housing Authority. As I have discussed with your Aide, Phil Capozzi, the rent increase which the Housing Authority is proposing for Glen Apartments and Crosby Manor, (150 units of State Elderly), is essential and cannot be avoided. Because the State of Connecticut is offering a new rental subsidy program, this rent increase will not adversely affect our Low Income Elderly population. All Elderly tenants will now be paying only 30% of their income for rent, for many tenants, (approximately 67 tenants) because of the subsidy program, it will mean a rent decrease.

The Housing Authority of the City of Danbury would love to accept your generous offer, but we feel more tenants could benefit if the money was used to install new washers and dryers in all of our Senior Citizen developments. One of the biggest complaints our Elderly tenants have is our laundry facilities, with your funds, all of the facilities could be updated and modernized. This upgrading of our facilities would benefit all of our 400 Elderly residents.



- 2 -

July 22, 1987

Again, the Housing Authority wants to thank you and your staff for not only your generous offer, but all of the assistance which we have received from your office. I hope that we can continue to work together in the future.

Sincerely,

*Bernard Fitzpatrick*  
Bernard Fitzpatrick  
Executive Director

BF:E