

To: Mayor Joseph H. Sauer, City of Danbury, Connecticut.

Re: Minutes of the Special Common Council Meeting held March 8, 1988.

The meeting was called to order at 8:15 P.M. by Mayor Joseph H. Sauer who led the assembly in the Pledge of Allegiance. The Prayer was offered by Councilman John Esposito.

The following members were recorded as present: Bourne, Connell, Gal Renz, Esposito, Godfrey, Flanagan, Zotos, Nimmons, Fazio, Charles, Danise, DaSilva, Eriquez, Regan. The following members were recorded as absent: Moran, Cresci, Shaw, Cassano, Buters. 15 Members present - 5 absent.

NOTICE OF THE SPECIAL MEETING - To be held on the 8th day of March, 1988 at 8:00 P.M. in the Common Council Chambers in City Hall for the purpose of acting upon the following:

1. Resolution - Recommendation of Water Pollution Control Authority concerning an Ordinance appropriating \$44,600,000 for improvements to the Wastewater Treatment System and Authorizing the issuance of not exceeding \$44,600,000 bonds of the City of Danbury to meet said appropriation and pending the issue thereof the making of temporary borrowings for such purpose.

2. Resolution - Danbury Bethel Intermunicipal Agreement.

3. Report - Approving an Ordinance appropriating \$44,600,000 for improvements to the Wastewater Treatment System and Authorizing the issuance of not exceeding \$44,600,000 bonds of the City of Danbury to meet said appropriation and pending the issue thereof the making of temporary borrowings for such purpose.

4. Resolution - Providing for Special City Meeting.

5. Resolution - Establishing Legal Notice for Special City Meeting.

6. Report - Appointments to Boards and Commissions.

7. Communication - Appointment of a Constable.

8. Communication - Vacancy for the position of Constable.

Mr. Godfrey made a motion that the Call be accepted. Seconded by Mr. DaSilva. Motion carried unanimously.

1. RESOLUTION - RESOLVED by the Common Council of the City of Danbury

THAT the ordinance entitled: "An Ordinance Appropriating \$44,600,000 For Improvements To The Wastewater Treatment System and Authorizing The Issuance of Not Exceeding \$44,600,000 Bonds Of The City To Meet Said Appropriation And Pending The Issue Thereof The Making Of Temporary Borrowings For Such Purpose" is hereby approved and recommended for adoption by the Common Council.

Mr. Godfrey made a motion that the Resolution be adopted. Seconded by Mr. Charles. Motion carried unanimously.

2. RESOLUTION - Danbury Bethel Intermunicipal Agreement.

Mr. Eriquez made a motion to adopt the Resolution approving the Danbury Bethel Intermunicipal Agreement. Seconded by Mr. Charles. Mr. Godfrey moved to suspend the rule stating that all Resolutions must be in writing. Motion carried unanimously.

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

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

W I T N E S S E T H :

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

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

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

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

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

WHEREAS, the Municipalities desire to implement the solution by sharing the total costs of construction, operation and maintenance of the upgraded plant and related improvements, and intend to fund a major portion of the costs of construction by loans and grants from the State of Connecticut Clean Water Fund under the provisions of Sections 22a-475 through 22a-483 of the Connecticut General Statutes, as amended (the "Clean Water Fund Program") and any other federal or state grants which may be available therefor;

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

SECTION 1. DEFINITIONS

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

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

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

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

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

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

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

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

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

"State" shall mean the State of Connecticut.

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

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

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

SECTION 2. CONSTRUCTION OF THE FACILITIES

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

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

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

SECTION 3. FINANCING THE FACILITIES

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

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

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

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

Section 3.5 In consideration of the terms of this Agreement, Bethel shall pay to Danbury the sum of \$1,000,000 within 30 days of completion of construction of the Facilities and commencement of service pursuant to Section 4 hereof. In the event that the Facilities have not been placed in operation by April 1, 1992, the foregoing payment shall be renegotiated to reflect additional depreciation and costs. Bethel shall also pay to Danbury within 30 days after the effective date of this Agreement the sum of \$2,758 to reimburse Danbury for Bethel's share of the cost of settlement of claims made against the Municipalities in the cases of Stanley J. Pac, Commissioner of Environmental Protection v. City of Danbury (Superior Court Judicial District of Hartford Docket No. CV-86-0322335S) and Stanley J. Pac, Commissioner of Environmental Protection v. Town of Bethel (Superior Court Judicial District of Hartford Docket No. CB-86-0322334S).

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SECTION 4. OPERATION AND MAINTENANCE OF THE FACILITIES

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

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

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

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

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

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

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

SECTION 5. REPRESENTATIONS AND WARRANTIES

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

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

SECTION 6. RESOLUTION OF CLAIMS/DISPUTES

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

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

SECTION 7. TERM AND SEVERABILITY

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

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

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

In the presence of:

CITY OF DANBURY, CONNECTICUT

By: _____

Its Mayor

TOWN OF BETHEL, CONNECTICUT

By: _____

Its First Selectman

3 - REPORT - Approving an Ordinance appropriating \$44,600,000 for improvements to the Wastewater Treatment System and Authorizing the issuance of not exceeding \$44,600,000 bonds of the City of Danbury to meet said appropriation and pending the issue thereof the making of temporary borrowings for such purpose.

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

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

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

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

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

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

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

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

Enacted by the Common Council: _____

Approved by the Mayor: _____ Date _____

Attest:

City Clerk

Date _____

Mr. Nimmons submitted a report stating that the Common Council met as a Committee of the Whole on March 8, 1988 in City Hall following public hearings. Mr. Charles made a motion to adopt the ordinance appropriating \$44,600,000 for improvements to the Wastewater Treatment System and Authorizing the issuance of not exceeding \$44,600,000 bonds of the City of Danbury to meet said appropriation and pending the issue thereof the making of temporary borrowings for such purposes. Seconded by Mr. Flanagan. Motion carried unanimously.

Mr. DaSilva made a motion to accept the Danbury Bethel Intermunicipal Agreement. Seconded by Mr. Charles. Motion carried unanimously.

4 - RESOLUTION - Providing for Special City Meeting.

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

THAT the ordinance entitled "An Ordinance Appropriating \$44,600,000 For Improvements To The Wastewater Treatment System And Authorizing The Issuance Of Not Exceeding \$44,600,000 Bonds Of The City To Meet Said Appropriation And Pending The Issue Thereof The Making Of Temporary Borrowings For Such Purpose", be submitted for approval or disapproval at a Special City Meeting to be called by the Mayor pursuant to Section 7-10(a) of the Revised City Charter and held April 26, 1988 between the hours of 6:00 o'clock A.M. and 8:00 o'clock P.M. (E.S.T.), that the Warning of said meeting state the question to be voted on as follows: "Shall the ordinance entitled 'An Ordinance Appropriating \$44,600,000 For Improvements To The Wastewater Treatment System And Authorizing The Issuance Of Not Exceeding \$44,600,000 Bonds Of The City To Meet Said Appropriation And Pending The Issue Thereof The Making Of Temporary Borrowings For Such Purpose', adopted by the Common Council at its meeting held March 8, 1988, be approved?" The designation of said question on the ballot label shall read as follows: "Shall The Appropriation And Bond Authorization Of \$44,600,000 For Wastewater Treatment System Improvements Be Approved YES/NO?"

A motion was made by Mr. Flanagan, seconded by Mr. Eriquez that the above Resolution be adopted. Motion carried unanimously. Mr. Godfrey offered a friendly amendment that the Resolution be amended to reflect that on April 26, 1988 it will be Daylight Savings Time rather than Eastern Standard Time.

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A motion was made by Councilman DaSilva, seconded by Mr. Eriquez, that the Mayor be authorized and directed to call a Special City Meeting to be held on April 26, 1988, between the hours of 6 O'Clock A.M. and 8 O'Clock P.M. at the several voting districts of the City to consider and take action upon the aforesaid ordinance, and that the notice of said Special City Meeting be in substantially the following form:

LEGAL NOTICE

WARNING

NOTICE OF SPECIAL CITY MEETING

The electors of the City of Danbury and qualified voters entitled to vote in a City Meeting are hereby warned and notified to meet where such persons are entitled to vote on the 26th day of April, 1988, between the hours of 6 O'Clock A.M. and 8 O'Clock P.M. (D.S.T.) for the purpose of approving or disapproving the following question:

"Shall the ordinance entitled "An Ordinance Appropriating \$44,600,000 For Improvements to The Wastewater Treatment System and Authorizing The Issuance of Not Exceeding \$44,600,000 Bonds of The City To Meet Said Appropriation and Pending The Issue Thereof The Making of Temporary Borrowings For Such Purpose," adopted by the Common Council at its meeting held March 8, 1988, be approved?"

The form of the question and the ballot label on the voting machine shall be as follows:

"Shall The Appropriation and Bond Authorization Of \$44,600,000 For Improvements To The Wastewater Treatment System Be Approved? YES NO"

The vote will be by voting machine. Those desiring to vote in favor of the adoption of the ordinance shall place the pointer over the question on the voting machine at "YES". Those desiring to vote against the adoption of the ordinance shall place the pointer over the question on the voting machine at "NO".

Electors of the City of Danbury and qualified voters are entitled to vote. A qualified voter is any citizen of the United States of the age of eighteen years or more who, jointly or severally, was liable to the City for taxes assessed against him based on an assessment of not less than \$1,000 on the last completed grand list of the City or who would have been so liable if not entitled to an exemption as a blind person or as a veteran or as a widow or parent of a veteran.

Electors will be entitled to vote at the polling place in their respective voting districts. Polling places will be located in the following districts:

- District No. 1: Danbury High School, Clapboard Ridge
- District No. 2: Hayestown School, Hayestown Avenue
- District No. 3: Broadview Junior High School, Hospital Avenue
- District No. 4: South Street School, 129 South Street
- District No. 5: War Memorial Building, 137 South Street
- District No. 6: Park Avenue School, Park Avenue
- District No. 7: Morris Street School, 28 Morris Street

Qualified voters will be entitled to vote in Room 329 in City Hall, 155 Deer Hill Avenue, Danbury, Connecticut.

The polls in said districts and at City Hall will be open during the hours between 6 O'Clock A.M. and 8 O'Clock P.M. (D.S.T.).

Said vote is being held pursuant to Section 7-10(a) of the Revised Charter of the City of Danbury, approved by the electors on November 8, 1977.

Absentee Ballots will be counted in one central counting place, in Room 101 in City Hall, 155 Deer Hill Avenue, Danbury, Connecticut.

The full text of the aforesaid ordinance is on file, open to public inspection, in the Office of the City Clerk.

Dated at Danbury, Connecticut, this 9th day of March, 1988.

JOSEPH H. SAUER, JR., Mayor

ATTEST:

ELIZABETH CRUDINGTON
City Clerk

ATTEST:

MICHAEL R. SERI
Town Clerk

Motion carried unanimously.

6 - REPORT - Appointments to Boards and Commissions

Mr. Fazio submitted the following report:

The ad hoc committee appointed to review the proposed appointments to boards and commissions met on March 3, 1988 at 8:30 P.M. in Room 432 in City Hall. In attendance were committee members Nimmons, Fazio and Eriquez. Also in attendance were Council Members Bourne and Esposito, ex-officio.

After a brief discussion on the charge of the committee, Mr. Eriquez stated that a prior Council had adopted a resolution which covered the appointments of City employees, elected officials and current members of boards and commissions to be appointed to any other board or commission. It was suggested that the current Council re-affirm its acceptance of the principals established in that resolution. Mr. Nimmons and Mr. Fazio agreed.

Regarding the appointment to the Youth Commission of Robert Sulliman, a motion was made by Mr. Eriquez recognizing that Mr. Sulliman is sealer of weights and measures for the City of Danbury and also an elected constable and that a particular problem exists as this appointment relates to the aforementioned resolution, motioned that the committee recommend that the Council take no action on this appointment. Seconded by Mr. Nimmons. Motion passed.

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Regarding the appointments of Irene Coughlin and Rosemary O'Malley to the Handicapped Commission, after a brief discussion Mr. Nimmons made a motion to recommend that the Council approve the appointments. Seconded by Mr. Eriquez. Motion passed.

Regarding the appointments of Roger Delsin and Eugene Tomanio, Mr. Eriquez pointed out that Mr. Delsin's position as sheriff is not a City paid position. Motion made by Mr. Eriquez and seconded by Mr. Nimmons to recommend that the Council approve these appointments. Motion passed.

Regarding the appointment of Kenneth Taylor to the Aviation Commission, after a brief discussion, a motion was made by Mr. Eriquez and seconded by Mr. Nimmons that the committee recommend that the Council approve the appointment of Mr. Taylor. Motion passed.

Regarding the appointment of Helga Jensen to the Candlewood Lake Authority, Mr. Eriquez question whether Mr. Eller had resigned or had his term expired. The Chair explained that the committee was not provided with that information and since Mr. Tripp, while having been invited was not in attendance, the committee would have to proceed without that particular information. Mr. Eriquez requested that the Chair inform the Mayor's Office that this information should be provided to all Council Members in the future prior to the caucus to expedite a timely review of the appointments. Mr. Eriquez motioned that the committee recommend approval by the Council. Seconded by Mr. Nimmons. Mr. Eriquez again commented that persons being replaced on Boards and Commissions should receive notification of the pending replacement and a letter of thanks from the Mayor for their past service. Motion passed.

Regarding the appointment of Edward O'Malley to the Environmental Impact Commission, Mr. Eriquez requested that we be provided with information concerning the circumstances relevant to these appointments, i.e. whether terms had expired or the vacancies arose from terms expiring. Mr. Nimmons motioned to recommend that the Council approve the appointment of Mr. O'Malley. Seconded by Mr. Eriquez. Motion passed.

Regarding the appointment of Brian O'Hare to the Environmental Impact Commission, a motion was made by Mr. Nimmons and seconded by Mr. Eriquez to recommend that the Council approve this appointment. After a brief discussion the motion passed.

Regarding the appointment of Mr. Hensley to the Environmental Impact Commission, Mr. Eriquez pointed out that Mr. Hensley is a licensed realtor with Schlott Realty on Mill Plain Road and expressed concern over a realtor serving on a land use commission in light of recent circumstances surrounding controversy concerning the land use commissions. Mr. Fazio pointed out that he personally opposed realtors serving on land use commissions due to potential for conflicts of interest. Mr. Nimmons agreed. Mr. Fazio mentioned that it might be possible for the Council to consider amending the resolution regarding City employees serving on boards and commissions to restrict the appointment of licensed active realtors from land use commissions. Mr. Eriquez motioned that the committee recommend no action be taken by the Council regarding the appointment of Mr. Hensley. Seconded by Mr. Nimmons. Motion carried.

Regarding the appointments of David Coelho, Carol Smith, Jane Keane and Arnold Cresci, Mr. Eriquez again repeated his comments regarding notification of persons being replaced. After a brief discussion, Mr. Eriquez made a motion to recommend to the Council that the four appointments to the Parks and Recreation Commission be approved. Seconded by Mr. Nimmons. Motion passed.

Regarding the appointments to the Commission on Aging, a motion was made by Mr. Eriquez, seconded by Mr. Nimmons, that the committee recommend that the Council take no action on the appointment of Julia Schneider since her letter withdrawing her name from consideration dated 2-1-88 accompanied the appointment letter. Motion passed. A motion was made by Mr. Nimmons and seconded by Mr. Eriquez to recommend that the Council approve the appointment of Betty Moran. Motion passed.

Regarding the appointments of Marie Cosentino, Robert Dylewski, Hollis Whitman and Abner Burgos-Rodriquez, a motion was made by Mr. Eriquez, seconded by Mr. Nimmons to recommend to the Council that these four persons be appointed to the Equal Rights and Opportunities Commission. Seconded by Mr. Nimmons. Motion passed.

Regarding the appointment of Rev. Ruben Bush to the Fair Rent Commission, Mr. Eriquez moved that the committee recommend that the Council approve the re-appointment of Rev. Bush. Seconded by Mr. Nimmons. Motion carried.

Regarding the re-appointment of Joan Damia to the Library Board of Directors, Mr. Eriquez moved that the committee recommend that the Council approve the re-appointment of Joan Damia. Seconded by Mr. Nimmons. Mr. Esposito commented that in the past attendance records were provided to the Council by the Commission involved and that this practice should be continued. The committee agreed that attendance records on re-appointments should be provided and would request that they be provided in the future. Motion passed.

Regarding the appointment of Joseph Justino to the Planning Commission, Mr. Eriquez questioned whether Mr. Hyman had been formally notified of his replacement and whether or not he resigned. After a brief discussion, a motion was made by Mr. Nimmons, seconded by Mr. Eriquez to recommend that the Council approve the appointment. Motion carried.

Regarding the appointment of John Turk to the Redevelopment Agency, Mr. Nimmons made a motion that the committee recommend that the Council approve the appointment. Seconded by Mr. Eriquez. Motion carried.

Mr. Charles made a motion to accept the Report. Seconded by Mrs. Danise.

Mr. Gallo stated that it had been two months since the Common Council had asked for information on Boards and Commissions from the Mayor's Office. The Mayor explained why he thought it took so long. Motion carried unanimously.

7 - COMMUNICATION - Appointment of a Constable.

The Mayor noted for the record that items 7 and 8 should be one item.

Communication from Mayor Sauer stating that a vacancy exists for the position of Constable. He submitted the name of Ronald Smith as Mr. Smith was duly elected but was unable to be sworn in during the prescribed time as he was out of town.

Mr. Eriquez moved that Ronald Smith be appointed Constable. Seconded by Mr. DaSilva.

Mr. Gallo asked if the Council must accept the name of Ronald Smith to fill this vacancy. Mr. Gottschalk stated that any individual could be named to fill this vacancy.

Motion carried with Mr. Gallo voting in the negative.

There were no members of the public wishing to address the Common Council.

There being no further business to come before the Common Council, Mr. Nimmons made a motion for the meeting to be adjourned at 9:04 P.M.

Respectfully submitted,

Jimmetta L. Samaha
JIMMETTA L. SAMAHA
Assistant City Clerk

Elizabeth Crudginton
Elizabeth Crudginton, City Clerk

ATTEST:

March 8, 1988