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PLEASE REPLY TO:

July 25, 2006

Hon. Mayor Mark D. Boughton
Hon. Members of the Common Council
155 Deer Hill Avenue
Danbury, CT 06810

Re: Total landscaping and Tree Service
July Agenda Item No. 7

Dear Mayor and Council:

This matter came to this office for review after Councilman John Esposito requested an ad hoc committee in order to review several issues with this provider of service to the City of Danbury (Letter to the Council dated July 5, 2006, July agenda item #5).

Total Landscaping and Tree Service, LLC and the City of Danbury signed a twelve (12) year License Agreement for mutual benefit services on April 8, 2004. The agreement provided that Total would operate the Wood Waste and Reclamation/Recycling Center and sell recycled or processed wood from the wood products they took in.

There were three (3) items at issue that this office relayed to Total, through its counsel, for review and response:

1. Lack of signage at the facility.
2. Excessive storage and pile of wood pilings.
3. Poor public relations

Total responded to each item:

Signage: Total responded that except for those required to post operational hours and fee schedule, no other "signage" is required by contract. Article 1© of the agreement states that Total "...shall post the fee schedule and "provide the same to the City". Article 1(e(i) requires Total to "...post such weekday hours of operation at the Recycling Facility and at other locations and by other means as agreed to by the Parties on the previous Saturday each week." There appears to be no other specific reference to signage requirements in the Agreement. There is, however, general language regarding each party's best efforts to cooperate toward their mutual goals.

Wood Pilings: Total replies that "...brush piles are dynamic with new material being added and processed regularly". They state that more specificity is need for them to fully reply. Article 1(d) of the Agreement provided that Total would, at the outset of the contract, in exchange for \$50,000.00, process the existing pile of wood waste. While there is no language specifically forbidding the further storage of wood pilings, there is language in Article 1(a) and elsewhere that

Total is to "process" wood and other recyclables delivered to the processing location. This may, at least indirectly, impose upon Total a responsibility to "process" materials received in a diligent and timely manner. Beyond that, the storage, treatment, handling and processing of materials is left to reasonable business practices within the general confines of the Agreement.

Public Relations: Total responds by stating that there were a couple of instances where someone tried to bring in materials that were household waste, and were told not to do so because only certain kinds of wood waste were accepted at this site. As a result of these encounters, there were some words exchanged. Article 1(f) of the Agreement provides for a general cooperative effort toward the "...primary and mutual goal of processing Wood Waste at the City Owned Facilities." It is true that the Agreement specifies that only wood waste as defined can enter the facility for processing. If, as suggested, there was waste other than that brought in, Total would have had the right to reject these materials, but do so in a manner that reflect the cooperative attitude expressed in Article 1(f).

Based on the foregoing, it may well be worth the effort to arrange an opportunity to meet with Total to further discuss these matters in an effort to find cooperative ground, given the long term and beneficial working relationship of the parties. This would be up to the Council, after review. We hope this summary has been helpful in that further process.

Please do not hesitate to contact us with questions or concerns.

Very truly yours,



Laszlo L. Pinter
Assistant Corporation Counsel

cc: Robert J. Yamin, Corporation Counsel
David Day, Superintendent Public Utilities

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