

SPECIAL COMMON COUNCIL MEETING

JUNE 24, 1999

Special Meeting to be called to order at 7:00 P.M. by Mayor Eriquez

PLEDGE OF ALLEGIANCE

PRAYER

ROLL CALL

Scalzo, McAllister, Arconti, Smith, Boynton, Buzaid, Dean Esposito, Machado,
Shuler, Charles, Setaro, John Esposito, Levy, Abrantes, Coco, Basso, Falzone,
Fox, Gallagher, Moore, Saracino

Present _____ Absent _____

NOTICE OF THE SPECIAL MEETING – There will be a Special Meeting of the Common Council on June 24, 1999 at 7:00 P.M. in the Common Council Chambers in City Hall to act on the items below.

PUBLIC SPEAKING

-
- 1 - COMMUNICATION – Appointments to Fire Lieutenant
-
- 2 - RESOLUTION – Magnet School
-
- 3 - RESOLUTION – Homeownership Opportunities for Police Officers
-
- 4 - RESOLUTION – Bulletproof Vest Grant
-
- 5 - RESOLUTION – Section 108 HOME Loan
-
- 6 - RESOLUTION – School Readiness Grant – Year 3
-
- 7 - RESOLUTION – Community Youth Development Program
-
- 8 - RESOLUTION – Per Capita Grant
-
- 9 - RESOLUTION - AIDS Prevention & NEP Grant
-
- 10 - RESOLUTION – Community Employment Incentive Program
-
- 11 - COMMUNICATION – Transfer of Funds for Technology/Year2k Compliance
-
- 12 - COMMUNICATION – Request for Funds – Conservation Commission

13 – COMMUNICATION – Donation to the Health Department

14 – COMMUNICATION – Reports regarding request to Accept Shoreview Lane and Charlotte's Way –Name Change request – Pine Ledge Road to Shoreview Lane

15 – COMMUNICATION & RESOLUTION – Lease/Purchase of Fire Apparatus

16 – REPORT & RESOLUTION – Vision 21 Bond Issue

17 – REPORT – Candlewood Lake Conservation Restriction Easement

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



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ
MAYOR

(203) 797-4511
FAX (203) 796-1666

June 14, 1999

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members:

I hereby submit for your confirmation the following promotional appointments to the position of Fire Lieutenant within the Danbury Fire Department.

These candidates ranked first through five respectively on the Civil Service listing for this position.

- 1) Thomas J. Wiedl, Jr.
12 Brighton Street
Danbury, CT 06811

Fire Fighter Wiedl is a nineteen year member of the Department. Prior to his career service, he was a Volunteer Fire Fighter for several years with the Citizen Hose Company/Engine 6. Born and educated in Danbury, Mr. Wiedl is a licensed instructor and commercial pilot. He has extensive fire fighting experience and holds fire advanced certificates in the fire service, has completed several State courses and is an instructor. Fire Fighter Wiedl has acted in the Lieutenant capacity on several occasions and has received commendations for his dedicated efforts.

- 2) Gary J. Arconti
15 Grammar School Drive
Danbury, CT 06811

Fire Fighter Arconti is a fourteen year veteran of the Career Division of the Department. Previously, he served in the Volunteer Division of thirteen years as a member of Water Witch Company/Engine 7. He is a graduate of Danbury High School, attended Western Connecticut State University and attends Naugatuck Valley Community Technical College studying Fire Science and Technology.

Mr. Arconti holds advanced licenses and certificates in the emergency medical and fire science fields and is the recipient of three citations for exceptional service. He has served our community as a coach and active volunteer in various endeavors.

- 3) Mark E. Omasta
16 Driftway Point Road
Danbury, CT 06811

Fire fighter Omasta is a fourteen year member of the Career Division and has prior service as a Volunteer with Independent Hose Company/Engine 4. Prior to joining the Danbury Fire Department, Mr. Omasta was a career fire fighter for the Town of Wilton.

He possesses a B.F.A. degree from the State University of New York and holds several professional certificates as a Fire Fighter/EMT-I-D. Fire Fighter Omasta is the recipient of several citations and of the Honorable Service Award for his exemplary work. He is a licensed pilot and has shared his talents with our community as a coach for youth activities and as an artist.

- 4) Bernie Meehan, Jr.
18 Minor Bridge Road
Roxbury, CT 068783

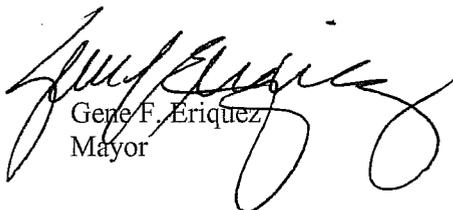
Fire Fighter Meehan also is a fourteen year member of the Department. He has served as a Volunteer Fire Fighter and EMT and Training Officer. Mr. Meehan is a paramedic and provides service through the Ridgefield Paramedic Program. He is a Critical Incident Stress Educator and serves as a member of the State of Connecticut Critical Incident Stress Team. Fire Fighter Meehan is licensed and certified in several medical and fire service areas, has received citations and Meritorious Service Awards and has been a volunteer with the Special Olympics and the American Red Cross.

- 5) Lorinda F. Arconti
15 Grammar School Drive
Danbury, CT 06811

Fire Fighter Arconti is a twelve year veteran of the Career Division of the Department. She had served as a Volunteer for the Bethel and New Fairfield Departments previously. She is a graduate of Bethel High School, attended Western Connecticut State University and attends Naugatuck Valley Community Technical College studying Fire Technology. Ms. Arconti holds several instructor, medical and fire service certificates and has offered our community her services as a coach, as a PTO member and officer and with the DUI Mock Crash program in our schools.

Thank you for your consideration.

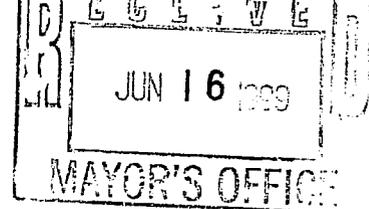
Sincerely,



Gene F. Eriquez
Mayor

DANBURY PUBLIC SCHOOLS

Administrative Center
63 Beaver Brook Road
Danbury, Connecticut 06810-6211
(203) 797-4701
FAX (203) 790-2875
FAX (203) 830-6560



Timothy P. Connors
Superintendent of Schools

June 16, 1999

TO: Mayor Gene Eriquez
Members of the Common Council
Eric Gottschalk
Dom Setaro

FROM: Timothy P. Connors

SUBJECT: MAGNET SCHOOL & VISION 21 MOTIONS

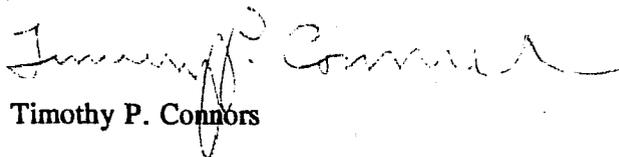
Enclosed is back-up information for our request for the Common Council to pass several motions that are required as part of an application for funding Vision 21 and the proposed K-5 Magnet School.

These applications have to be submitted by June 30, 1999. See the attached letter from Mr. Robert Brewer, Director of Division of Grants Management from the State of Connecticut dated June 14, 1999.

Should you have any questions regarding these matters, please contact me 797-4701. I will be at the June 24th Common Council meeting to answer any questions you might have that evening.

As always, your support of our schools is appreciated.

Sincerely,



Timothy P. Connors

Attachment: Letter from Robert Brewer

Attachments: VISION 21
Letter from Superintendent to State of Connecticut dated June 24, 1999
Grant Application and Executive Summary - Educational Specifications
Science Department Space Needs

Attachments: Western Connecticut Academy of International Studies (Magnet Schools)
Letter from Superintendent to State of Connecticut dated June 24, 1999
Letter to Members of the Board of Education dated June 11, 1999 with the following attachments:
Operations Plan, Agreement, Grant Application, Education Specifications, Survey and Results, Brochure-Elementary Magnet School, Proposed Guidelines for International Academy



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

June 24

A. D., 19⁹⁹

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Danbury Board of Education Building Committee, consisting of the following persons, John R. Mitchell, Michael Fazio, Bobby Poole, Ellen Morelock, George O'Loughlin and Anthony Paivo, and representatives of the City of Danbury consisting of the Superintendent of Public Buildings and two designees from the City's Engineering Department is hereby established as the Building Committee with regard to building a Magnet School on 14 acres of land at the Western Connecticut State University, Westside Campus; and

WHEREAS, the Common Council hereby authorizes the Board of Education to prepare schematic drawings and outline specifications for the following: a Magnet School on 14 acres of land at the Western Connecticut State University, Westside Campus; and

WHEREAS, the Common Council hereby authorizes the Board of Education to direct the Superintendent of Schools to file an application for 100% State funding for a Magnet School to be built on 14 acres of land at the Western Connecticut State University, Westside Campus.



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CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ
MAYOR

(203) 797-4511
FAX (203) 796-1666

Memorandum

DATE: June 1, 1999
TO: Common Council, City of Danbury
Via Mayor Gene F. Eriquez
FROM: Kevin N. Barry
RE: Resolution – Homeownership Opportunities for Police Officers

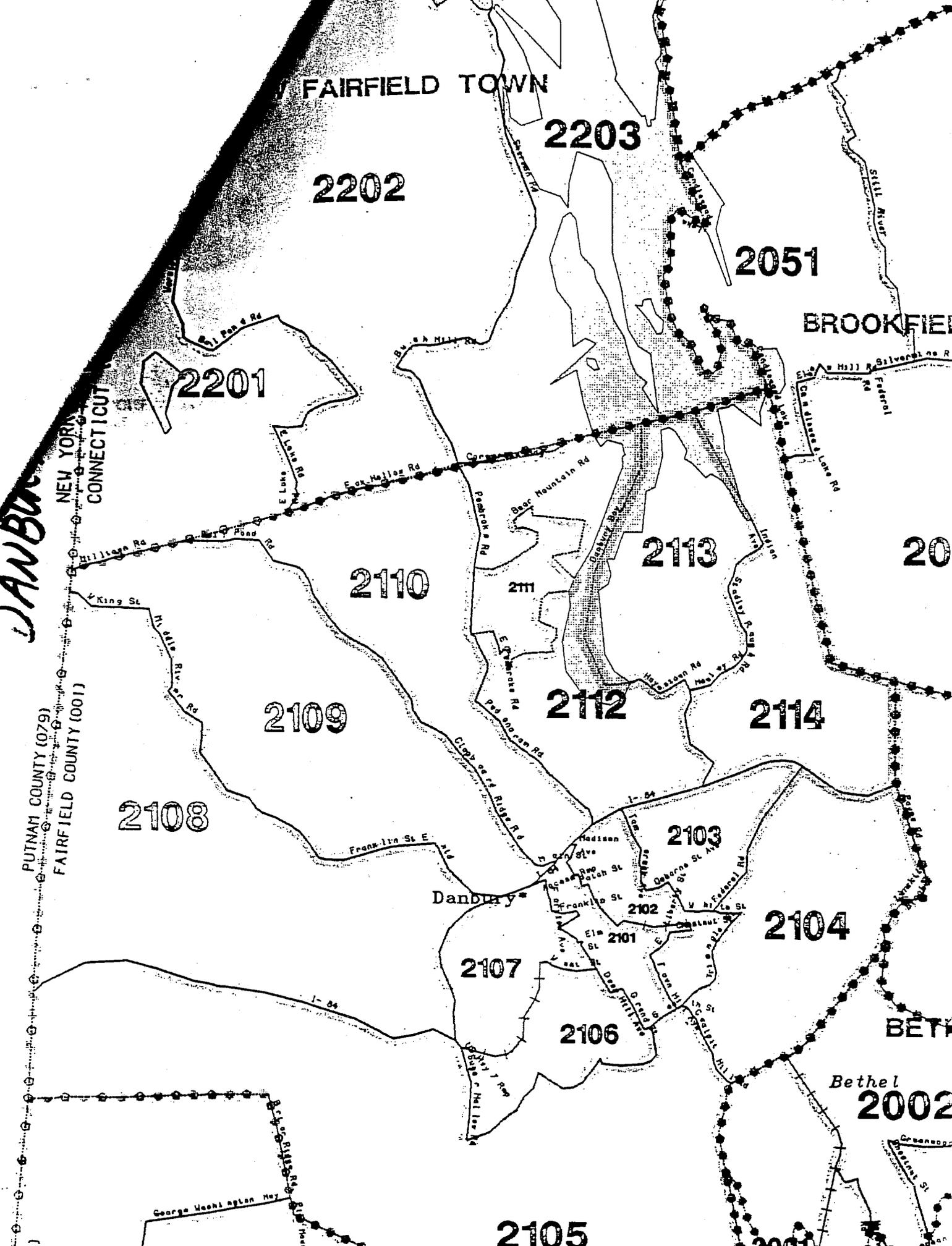
The Connecticut Housing Finance Authority approved procedures for the Housing Ownership for Police Officers in November 1996. This program provides mortgage financing as a special low interest rate to qualified police officers buying homes in designated areas in participating municipalities.

At the February 1997 meeting of the Common Council, the participation of the City of Danbury was approved. The area designated (Census Tracts) were identified at that time and encompassed that portion of the City south of Interstate I-84.

Since that time a number of Danbury Police Officers have indicated their desire to participate in this program but have found homes north of the identified census tracts. The attached would revise the original resolution to include all areas of the City of Danbury. Approval will not only provide additional opportunities to eligible applicants, but will also encourage more police officers to live within the City.

Kevin N. Barry

Attachments



FAIRFIELD TOWN

2203

2202

2051

BROOKFIELD

2201

DANBURY

NEW YORK
CONNECTICUT

20

2113

2110

2111

2112

2114

2109

2108

2103

Danbury

2102

2104

2101

2107

2106

BETHEL

Bethel
2002

2105

George Washington Hwy

PUTNAM COUNTY (079)
FAIRFIELD COUNTY (001)

I-84

I-95



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, pursuant to Public Act No. 96-147, the Connecticut Housing Finance Authority ("CHFA") has developed a pilot program to provide low interest, fixed rate home mortgage loans to local and state police officers who are CHFA-eligible homebuyers to encourage them to live in designated neighborhoods in the community in which they are employed; and

WHEREAS, the purpose of the program is to reduce crime by promoting community policing; and

WHEREAS, the City of Danbury, having a population of over 45,000, is eligible to participate in the program; and

WHEREAS, pursuant to the aforementioned Public Act, each town may make grants to applicants to pay for reasonable and bona fide closing costs; and

WHEREAS, the City of Danbury wishes to participate in the program and to make grants for closing costs.

NOW, THEREFORE, be it resolved:

1. The Common Council of the City of Danbury hereby authorizes participation in the program, and the making of grants for closing costs, and directs Mayor Gene F. Eriquez to indicate said authorization, in writing, to CHFA promptly.

2. The following neighborhoods are designated for participation in the program, based upon a determination that increased police presence is needed:

Census tract numbered: 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114

3. To be eligible for the program, an applicant must, among other requirements:

- a. be purchasing a home in a neighborhood designated in paragraph 2 above; and
- b. be a local police officer employed by this town, or a Connecticut state police officer.

4. Mayor Gene F. Eriquez is hereby authorized to take such action as is necessary and appropriate to implement this resolution.



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

(203) 797-4652
FAX: (203) 796-1526

INTEROFFICE MEMORANDUM

TO: HON. GENE F. ERIQUEZ
VIA THE COMMON COUNCIL

FROM: DOMINIC A. SETARO, JR.

SUBJECT: RESOLUTION - BULLETPROOF VEST GRANT

DATE: 06/09/99

CC: K. REDENZ, N.C. BUZERAK, A. SULLO

Attached for your review is a resolution that will allow the City of Danbury's Police Department to apply for and accept funding from the U.S. Department of Justice for the purchase of bulletproof vests. This grant in the amount of \$111,375 requires a 50% local cash match which is available in the police department's budget.

The Common Council is requested to consider this resolution at its next meeting.


Dominic A. Setaro, Jr.



CITY OF DANBURY
DANBURY, CONNECTICUT 06810

DEPARTMENT OF POLICE
120 MAIN STREET

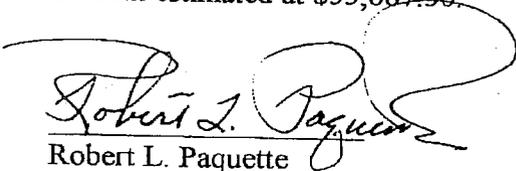
ROBERT L. PAQUETTE, CHIEF
(203) 797-4614

Memorandum

To: Noreen Buzerak
From: Robert L. Paquette, Chief of Police
Date: 06/04/1999
Subject: U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance Bulletproof Vest Partnership Local Impact Statement

The preliminary estimate of 165 bulletproof vests that meet Danbury Police specifications is \$111,375. The Bulletproof Vest Partnership is a matching funds program that requires each applicant to match at least 50 percent of the costs of their vests. Federal Payment will cover up to 50 percent of each jurisdiction's total costs associated with the purchase.

The City of Danbury, Department of Police currently has matching funds available and earmarked from its General Fund operating budget to meet the matching funds requirement of 50% or an amount estimated at \$55,687.50.


Robert L. Paquette





RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the United States Department of Justice has made available a grant for the purpose of purchasing 165 bullet proof vests for the police department; and

WHEREAS, the grant in the amount of \$111,375 requires a local cash match of 50% which is available in the police department's budget; and

WHEREAS, applications for this grant will be accepted only through August 31, 1999.

NOW, THEREFORE, BE IT RESOLVED THAT Gene F. Eriquez, Mayor of the City of Danbury is hereby authorized to apply for and accept said grant and to do all things necessary to effectuate the purposes of this grant.



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

(203) 797-4652
FAX: (203) 796-1526

M E M O R A N D U M

DATE: May 19, 1999
TO: Hon Gene F. Eriquez,
via the Common Council
FROM: Dominic A. Setaro, Jr.
RE: Resolution – Section 108 HOME Loan
CC: K. G. Redenz, N. C. Buzerak,

Attached for your review is a resolution that will allow the City of Danbury to apply for and accept funding from the U.S. Department of Housing and Urban Development for a Section 108 Loan for the Palace View Senior Housing Project. This loan application in the amount of \$400,000 will be re-paid from CDBG allocations in future years.

The Common Council is requested to consider this resolution at its next meeting.

Dominic A. Setaro, Jr.

Attach.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

June 24

A. D., 19 99

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the United States Department of Housing and Urban Development has allocated funds for a program titled Section 108 HOME Loan; and

WHEREAS, this funding in the amount of \$400,000.00 will be provided to the Non Profit Rental Housing Corporation for the acquisition of the Palace View property for affordable Senior housing; and

WHEREAS, in accordance with 24 CFR Part 570.705(b)(2), the City of Danbury pledges as repayment of this assistance, all grants made, or for which the City may become eligible under this part.

NOW, THEREFORE, BE IT RESOLVED THAT, the Common Council of the City of Danbury hereby authorizes the Mayor to act as the official representative of the City of Danbury to submit the Section 108 application and amendments thereto and all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the City of Danbury to act in connection with the Section 108 application to provide such additional information as may be required; and further, authorizes the Mayor of the City of Danbury to execute such documents as may be required in order to implement the application and issue debt obligations pursuant thereto.



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

(203) 797-4652
FAX: (203) 796-1526

M E M O R A N D U M

DATE: May 19, 1999
TO: Hon Gene F. Eriquez,
via the Common Council
FROM: Dominic A. Setaro, Jr.
RE: Resolution – School Readiness Grant – Year 3
CC: K. G. Redenz, N. C. Buzarak,

Attached for your review is a resolution that will allow the City of Danbury to apply for and accept funding from the State of Connecticut, Department of Education and Department of Social Service for the School Readiness Grant. This grant, for the time period July 1, 1999 to June 30, 2000 requires no local cash match. The in-kind match will be provided by the sub-grantees and Board of Education.

The Common Council is requested to consider this resolution at its next meeting.


Dominic A. Setaro, Jr.

Attach.



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, through the State Board of Education is making available to priority school districts a School Readiness and Child Day Care Grant Program pursuant to Public Act 97-259; and

WHEREAS, the purpose of this program would expand and enhance school readiness and child day care programs in the priority municipalities; and

WHEREAS, the City of Danbury and its Board of Education are desirous of participating in this grant program;

NOW, THEREFORE, BE IT RESOLVED THAT Mayor Gene F. Eriquez and Schools Superintendent Timothy Connors be and hereby are authorized to accept said grant, and execute such documents as are necessary for the accomplishment of the purposes hereof.



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

(203) 797-4652
FAX: (203) 796-1526

M E M O R A N D U M

DATE: May 19, 1999
TO: Hon Gene F. Eriquez,
via the Common Council
FROM: Dominic A. Setaro, Jr.
RE: **Resolution – Community Youth Development Program**
CC: K. G. Redenz, N. C. Buzarak, Lt. T. Shanahan

Attached for your review is a resolution that will allow the City of Danbury Police Department to apply for and accept funding from the State of Connecticut, Office of Policy & Management for the Connecticut Youth Development Program. This grant in the amount of \$10,000 will be for the period July 1, 1999 thru June 30, 2000. A budget and impact statement are attached.

The Common Council is requested to consider this resolution at its next meeting.

Dominic A. Setaro, Jr.

Attach.



CITY OF DANBURY
DANBURY, CONNECTICUT 06810

DEPARTMENT OF POLICE
120 MAIN STREET

ROBERT L. PAQUETTE, CHIEF
(203) 797-4614

IMPACT STATEMENT

DATE: May 19, 1999
TO: Robert L. Paquette, Chief of Police
FROM: Lieutenant Terence Shanahan
RE: Community-Youth Development Grant

Application, approval, and acceptance of the above grant requires no local match. We will be providing the in-kind service of having officer's stop in the schools once per week to visit their mentee during working hours. The Danbury Schools And Business Collaborative mentoring program, and the Danbury Public Schools truancy prevention program will provide all other in-kind support.

Respectfully submitted,

Lt. Terence Shanahan
Community Services

cc: Noreen Buzerak, Grants Administrator



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Connecticut Office of Policy and Management has made a grant available for the Connecticut for Community Youth Development Program; and

WHEREAS, this funding in the amount of \$10,000 requires no local match but in kind services will be provided by the Police Department; and

WHEREAS, the term of the grant is for the period of July 1, 1999 through June 30, 2000.

NOW, THEREFORE, BE IT RESOLVED THAT Gene F. Eriquez, Mayor of the City of Danbury, is hereby authorized to make application on behalf of the City of Danbury to the Connecticut Office of Policy Management and to do all things necessary to effectuate the purposes of this grant application.



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

(203) 797-4652
FAX: (203) 796-1526

INTEROFFICE MEMORANDUM

TO: HON. GENE F. ERIQUEZ
VIA THE COMMON COUNCIL

FROM: DOMINIC A. SETARO, JR.

SUBJECT: RESOLUTION - PER CAPITA GRANT

DATE: 05/24/99

CC: K. REDENZ, N.C. BUZERAK, W. CAMPBELL

Attached for your review is a resolution that will allow the City of Danbury's Department of Health & Housing to apply for and accept funding from the State of Connecticut, Department of Health & Housing for the continuation of the Per Capita Grant. This grant in the amount of \$66,779.40 will be for the time-period July 1, 1999 through June 30, 2000. No local match is required.

The Common Council is requested to consider this resolution at its next meeting.


Dominic A. Setaro, Jr.



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 Public Health has made additional per capita grant funds available for 1999 – 2000 to municipalities in accordance with Section 19a-202 of the Connecticut General Statutes; and

WHEREAS, the City of Danbury through the Danbury Health and Housing Department has formulated a program to promote optimal public health quality in the City of Danbury; and

WHEREAS, a continuation grant award for \$66,779.40 with no local match requirement will be processed by the Danbury Health and Housing Department for a grant term of July 1, 1999 through June 30, 2000.

NOW, THEREFORE BE IT RESOLVED THAT the Mayor of the City of Danbury, Gene F. Eriquez is hereby authorized to apply for and accept said per capita grant funds of \$66,779.40 to execute all contracts or amendments thereof concerning said grant and to take all necessary actions to effectuate the purposes thereof.



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

(203) 797-4652
FAX: (203) 796-1526

INTEROFFICE MEMORANDUM

TO: HON. GENE F. ERIQUEZ
VIA THE COMMON COUNCIL

FROM: DOMINIC A. SETARO, JR.

SUBJECT: REVISED RESOLUTION - AIDS PREVENTION & NEP GRANT

DATE: 05/24/99

CC: K. REDENZ, N.C. BUZERAK, W. CAMPBELL

Attached for your review is a revised resolution requested by the State of Connecticut to separate the Needle Exchange Program from the AIDS Prevention Grant. The funding time and total funding will remain unchanged. No local match is required.

The Common Council is requested to consider this resolution at its next meeting.


Dominic A. Setaro, Jr.



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 Public Health Services, through its AIDS Prevention Program, has made grant funds available to full-time health departments to provide HIV health education information and expanded services for the period of July 1, 1998 through June 30, 2000; and

WHEREAS, for fiscal year 1999-2000 grant funding will be \$182,767.00 requiring no local match, made available to the Danbury Health and Housing Department for its AIDS Risk Reduction Outreach Education Program, HIV Counseling and Testing Services, with and additional \$50,000.00 its Needle Exchange Program and its Ryan White Title II Case Management Program, upon approval of a grant application therefore; and

WHEREAS, the Danbury Health and Housing Department will provide these services to the general public with particular attention given to individuals concerned about possible exposure to HIV, serving both residents and non-residents with no restrictions on who may be served.

NOW, THEREFORE, BE IT HEREBY RESOLVED, THAT Gene F. Eriquez, Mayor of the City of Danbury is authorized to apply for said grant and to accept the grant award on behalf of the City of Danbury, if such award is made. Any prior actions of the Mayor regarding this application are hereby ratified.

BE IT FURTHER RESOLVED THAT Mayor Gene F. Eriquez is hereby authorized to make, execute and approve on behalf of the City of Danbury all contracts/ agreements or amendments thereof, which do not require expenditure of City funds, with the State of Connecticut Department of Public Health Services regarding said grant, and to take all actions necessary to accomplish the purposes of these programs.

c:\resoluti\hiv1



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

(203) 797-4652
FAX: (203) 796-1526

INTEROFFICE MEMORANDUM

TO: HON. GENE F. ERIQUEZ
VIA THE COMMON COUNCIL

FROM: DOMINIC A. SETARO, JR.

SUBJECT: RESOLUTION - COMMUNITY EMPLOYMENT INCENTIVE PROGRAM

DATE: 05/25/99

CC: K. REDENZ, N.C. BUZERAK, D. MACKENZIE

Attached for your review is a resolution that will allow the City of Danbury's Department of Welfare & Social Services to apply for and accept continued funding from the State of Connecticut, Department of Labor for the Community Employment Incentives Program. This grant in the amount of \$71,423.00 will be for the time-period July 1, 1999 through June 30,2000. No local match is required.

The Common Council is requested to consider this resolution at its next meeting.

Dominic A. Setaro, Jr.



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

Welfare Department
797-4569

To: Mayor Eriquez
Fr: Deborah MacKenzie
Re: **CEIP 1999-2000**

Date: 5/24/99

The Department of Labor anticipates that the Community Employment Incentive Program Funds will again be offered.

During a telephone conversation, I was advised that the Requests for Proposals will become available late in June.

The City may be targeted to receive the same funding level as last year, \$71,423.00.

I am requesting that the Common Council adopt a resolution allowing the Department of Welfare & Social Services to apply for said funds when notification is received.

The proposed budget and Impact Statement is attached.



Deborah MacKenzie

c.c. Dominic Setaro
Noreen Buzerak

RECEIVED
FINANCE DEPT.

MAY 25 1999

IMPACT STATEMENT

Should the City receive these funds from DOL, the City would be partially reimbursed the salary of a Department caseworker .

We would be able continue to provide job search training and job development services.

The additional funds would directly benefit unemployed persons in the community.

This grant does not require any matching funds.

ANNUAL PROJECT BUDGET FOR FY 1998 - 1999 COMMUNITY EMPLOYMENT INCENTIVE PROGRAM

CONTRACTOR: City of Danbury DRAFT

1 DATES OF PROGRAM OPERATION START DATE: <u>7/1/99</u> END DATE: <u>6/30/00</u> BUDGET LINE ITEM	2 3 4 5 6 EXPENDITURES BY PROJECT COMPONENT					7 TOTAL BUDGET
	8 Assessment Case Management	9 Education TRAINING	10 Job Placement Job Development	11 Administrative	12	
<u>ADMINISTRATIVE</u>						
<u>grants admin</u>				<u>1430.00</u>		<u>1430.00</u>
<u>Audit</u>				<u>1430.00</u>		<u>1430.00</u>
<u>Program Director</u>				<u>3250.00</u>		<u>3250.00</u>
<u>Salaries:</u>						
<u>Caseworker</u>	<u>14745.00</u>	<u>7373.00</u>	<u>7372.00</u>			<u>29490.00</u>
<u>Contractual</u>		<u>32323.00</u>				<u>32323.00</u>
<u>Incident. & Transp.</u>		<u>1,000.00</u>	<u>1,070.00</u>			<u>2,000.00</u>
<u>Operating Expenses:</u>						
<u>Supplies</u>	<u>100.00</u>	<u>100.00</u>	<u>100.00</u>			<u>300.00</u>
<u>Telephone</u>	<u>150.00</u>	<u>150.00</u>	<u>150.00</u>			<u>450.00</u>
<u>Postage</u>	<u>50.00</u>	<u>50.00</u>	<u>50.00</u>			<u>150.00</u>
<u>Util.</u>	<u>200.00</u>	<u>200.00</u>	<u>200.00</u>			<u>600.00</u>
TOTAL PROGRAM COSTS	<u>15,245.00</u>	<u>41,196.00</u>	<u>8,872.00</u>	<u>6,110.00</u>		<u>71,423.00</u>
NO. OF CLIENTS SERVED						

D Mackenzie
PREPARER'S NAME

Dir. of Welfare & Social Services
PREPARER'S TITLE

203 796-1580
PHONE NUMBER

CITY of Danbury
AGENCY NAME

D Mackenzie
PREPARER'S SIGNATURE

5/24/99
DATE PREPARED



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 Labor will make grant funds available to municipalities under its Community Employment Incentive Program (CEIP) to fund employment placement projects for recipients of SAGA medical; and

WHEREAS, the State of Connecticut Department of Labor and municipal Welfare Departments are working together to advance their mutual goal of assisting recipients of SAGA medical assistance to secure employment and attain economic self sufficiency; and

WHEREAS, the City of Danbury Welfare Department is eligible to receive a grant of up to \$71,423. for the period of July 1, 1999 to June 30, 2000 upon approval of an application therefore.

NOW, THEREFORE, BE IT RESOLVED THAT Gene F. Eriquez, Mayor of the City of Danbury is hereby authorized to apply for said funds, to accept the grant if approved and the Mayor is further authorized to execute any contracts therefor and to do all things necessary to effectuate the purposes of the grant award.



11

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

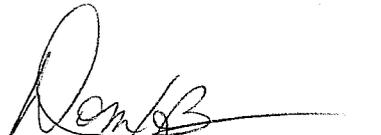
(203) 797-4652
FAX: (203) 796-1526

M E M O R A N D U M

To: Hon. Gene F. Eriquez via the Common Council
From: Dominic A. Setaro, Jr., Director of Finance
Date: June 18, 1999
Re: **TRANSFER OF FUNDS FOR TECHNOLOGY/YEAR 2K COMPLIANCE**
CERTIFICATION

Last year at this time, I had requested that the Common Council authorize the transfer of various unused funds from departments to our technology fund which is used for Year 2K compliance and purchase of additional equipment and services in connection with the City's Public Safety and administrative and financial software. I would, once again, this year like to make the same request to the Common Council in the hope that this will be approved at a special meeting to be held in June.

I would request that the Common Council approve a transfer in the amount of \$193,000 to the existing Capital line item entitled, "Technology-City" from the accounts per the attached listing. Should you have any questions, feel free to give me a call.



Dominic A. Setaro, Jr.

DAS/jgb

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
02-01-145-010100	Assesors Regular Salaries	\$ 5,000
02-09-150-071001	Employee Life Insurance	8,000
02-09-150-071100	Cont. to Emp. Group Ins.	60,000
02-09-150-071200	Dental Insurance	15,000
02-09-151-071002	Union Welfare	20,000
02-09-160-076100	Automobile Insurance	10,000
02-09-160-076400	Public Liability	15,000
02-09-160-076600	Worker's Compensation	<u>60,000</u>
Total		\$193,000



12

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

(203) 797-4652
FAX: (203) 796-1526

M E M O R A N D U M

To: Hon. Gene F. Eriquez via the Common Council
From: Dominic A. Setaro, Jr., Director of Finance
Date: June 16, 1999
Re: **CONSERVATION COMMISSION**

CERTIFICATION

At this time, it is our estimate that the Conservation Commission will need additional funds in its utility account. Unfortunately, there are no funds remaining within their budget to transfer. I would, therefore, request at its June special meeting that the Common Council authorize the transfer of \$100 into the Conservation Commission Utility Services Account #02-01-184-023000. I hereby certify that those funds are available to be transferred from FICA Account #02-09-120-070100.

Dominic A. Setaro, Jr.

DAS/jgb



13

CITY OF DANBURY
DANBURY, CONNECTICUT 06810

HEALTH AND HOUSING DEPARTMENT
20 WEST STREET

(203) 797-4625
FAX (203) 796-159

June 15, 1999

Mayor Eriquez and Members of the Common Council
155 Deer Hill Avenue
Danbury, Connecticut

Dear Mayor Eriquez and Members of the Danbury Common Council :

In April, the Branson Corporation offered a donation of \$1,500. to the City for the development of the Still River Greenway project. This donation will help us, greatly at this time, as we are on the verge of bringing several aspects of the Greenway Project into construction. The donated funds will be used as a contingency account for unanticipated costs that are beyond our construction budget.

I respectfully request that the Common Council accepts this donation for the Still River project.

Respectfully Yours,

Jack Kozuchowski

Coordinator of Environmental &
Occupational Health Services

cc : Dominic Setaro



14

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DENNIS I. ELPERN
DIRECTOR OF PLANNING

(203) 797-4525

May 26, 1999

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

RE: 8-24 Referral – 28 – Request for City to accept Shoreview Lane and Charlotte's Way
Name Change request – Pine Ledge Road to Shoreview Lane

Dear Council Members:

I recommend that the Council accept the roads known as Shoreview Lane and Charlotte's Way and change the name of the road formally known as Pine Ledge Road to Shoreview Lane.

Sincerely,


Dennis I. Elpern
Director of Planning

28-may



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

PLANNING COMMISSION
(203) 797-4525

May 25, 1999

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

Re: 8-24 Referral - 28 - Pine Ledge Subdivision - Now known as Shoreview Estates - Request that the City of Danbury accept the roads known as Charlotte's Way and Shoreview Lane

Dear Council Members:

The Planning Commission at its meeting May 19, 1999 motioned for a positive recommendation for the request that the City of Danbury accept the roads known as Charlotte's Way and Shoreview Lane (formally known as Pine Ledge Road) at Shoreview Estates formerly known as Pine Ledge Subdivision.

The motion was made by Mr. Malone seconded by Mr. Zaleta and passed with "ayes" from Commissioners Malone, Zaleta, Manuel, and Justino.

Sincerely yours,

Joseph Justino
Chairman

JJ/jlc



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

ENGINEERING DEPARTMENT
(203) 797-4641
FAX (203) 796-1586

PATRICIA A. ELLSWORTH, P.E.
ACTING CITY ENGINEER

May 18, 1999

✓ Gene F. Eriquez, Mayor
Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Dear Mayor Eriquez and Common Council Members:

Acceptance of Charlotte's Way
and Shoreview Lane aka Pine Ledge Road
Pine Ledge Subdivision

At the May 4 1999 Common Council meeting, the April 22, 1999 request from Attorney Francis J. Collins that the City accept Charlotte's Way and Shoreview Lane aka Pine Ledge Road in the Pine Ledge Subdivision was forwarded to our office for a report.

The roads have been inspected by personnel from my office and by Highway Superintendent Frank Cavagna. Construction of the roads is satisfactory.

The roadway is now ready for acceptance by the City. Copies of acceptable mylar record drawings have been submitted to our office.

The Permit to Construct Roadways was issued by the Planning Commission for "Pine Ledge Road". The developer now wishes to name the road "Shoreview Lane". The developer should contact the Planning Commission to verify that this change in name is acceptable.

We recommend that Charlotte's Way and Shoreview Lane aka Pine Ledge Road be accepted by the City subject to the submittal of mylar easement maps and legal documents acceptable to the Corporation Counsel's office and subject to the resolution of the name of Shoreview Lane aka Pine Ledge Road.

If you have any questions or require additional information, please feel free to contact me.

Very truly yours,

Patricia A. Ellsworth, P.E.
Acting City Engineer

C: William Buckley, Jr., P.E.
Eric L. Gottschalk, Esq.

 RECYCLED PAPER
Frank Cavagna
Dennis Elpern



15

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

OFFICE OF THE CORPORATION COUNSEL

PLEASE REPLY TO:

June 18, 1999

DANBURY, CT 06810

Hon. Mayor Gene F. Eriquez
Hon. Members of the Common Council
155 Deer Hill Avenue
Danbury, CT 06810

Re: Lease/Purchase of Fire Apparatus
Pierce Manufacturing, Inc. – Banc One Leasing Corporation

Dear Mayor and Council:

As you will recall, at your April 6, 1999 Council meeting, you authorized a lease/purchase of Pierce fire apparatus. Since that time, the parties have reviewed and negotiated final terms and conditions of the transaction. The financing agent involved in the deal has requested that a formal resolution be adopted in order to enable them to properly conclude the financing arrangements. In that regard, attached is a Resolution delineating the specific authorization required by Banc One. Also attached is the proposed lease/purchase documentation in the event you wish to review the same.

Please adopt the Resolution in accordance with your earlier actions in order that the formalities of the approval may be concluded. Please do not hesitate to call in the event you have any questions.

Very truly yours,

Laszlo L. Pinter
Assistant Corporation Counsel

Attachment

c: Dominic A. Setaro, Jr., Director of Finance
Eric L. Gottschalk, Corporation Counsel
Peter Siesinski, Asst. Fire Chief



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

June 24

A. D., 19⁹⁹

RESOLVED by the Common Council of the City of Danbury:

Amount to be financed: \$824,737.00

WHEREAS, the City of Danbury is a political subdivision of the State of Connecticut and is duly organized and existing pursuant to the Constitution and laws of the State.

WHEREAS, pursuant to applicable law, the City of Danbury Common Council is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the City of Danbury.

WHEREAS, the City of Danbury Common Council hereby finds and determines that the execution of one or more lease purchase agreements ("Equipment Leases") in the principal amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Equipment Leases is appropriate and necessary to the functions and operations of the City of Danbury Fire Department.

WHEREAS, Banc One Leasing Corporation ("Lessor") shall act as Lessor under said Equipment Leases.

NOW, THEREFORE, be it resolved that:

Section 1. Gene F. Eriquez as Mayor is hereby authorized to negotiate, enter into, execute, and deliver one or more Equipment Leases in substantially the form set forth in the document presently before the Common Council, which document is available for public inspection at the office of the City Clerk. Mayor Gene F. Eriquez is further authorized to negotiate, enter into, execute and deliver such other documents relating to the Equipment Lease as necessary and appropriate. All other related contracts and agreements necessary and incidental to the Equipment Leases are hereby authorized.

Section 2. By a written instrument signed by Mayor Gene F. Eriquez, said Mayor may designate specifically identified officers or employees of the City of Danbury to execute and deliver agreements and documents relating to the Equipment Leases on behalf of the City of Danbury.

Section 3. The aggregate original principal amount of the Equipment Leases shall not exceed the amount stated above and shall bear interest as set forth in the Equipment Leases and the Equipment Leases shall contain such options to purchase by the City of Danbury and set forth herein.

Section 4. The City of Danbury's obligations under the Equipment Leases shall be subject to annual appropriation or renewal by the Common Council as set forth in each Equipment Lease and the obligations of the City of Danbury under the Equipment Leases shall not constitute a general obligation of the City of Danbury or indebtedness under the Constitution or laws of the State.

Section 5. This resolution shall take effect immediately upon its adoption and approval.



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

June 24, 1999

Honorable Mayor Gene F. Eriquez
Honorable Members of the Common Council

Re: **Vision 21 Bond Issue**

The Common Council Committee appointed to review the school projects portion of the Vision 21 bond package met on June 7, 1999 at 7:50 P.M. in Room 432 in City Hall. In attendance were committee members Setaro, Abrantes, Levy and Basso. Also in attendance were Mayor Gene F. Eriquez, Director of Finance Dominic Setaro, Corporation Counsel Eric Gottschalk and Assistant Corporation Counsel Dan Casagrande.

Mayor Eriquez gave a rundown of the school projects to be considered in this portion of the bond package:

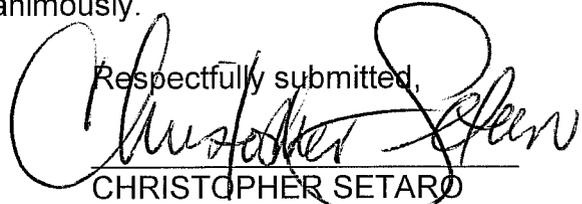
Science Lab-\$4,000,000; Library Media Center-\$750,000; Technology Center-\$800,000; Track and Field-\$2,000,000; DHS Locker Rooms (Title IX)-\$1,800,000 and Roofs-\$1,000,000. The net change is \$450,000. Mr. Setaro asked why the committee is not taking up the entire package. Mayor Eriquez responded that other projects are being redefined and a full presentation will be made at the next committee meeting. Mayor Eriquez answered questions pertaining to the projects.

Mrs. Abrantes made a motion that the Danbury Board of Education Building Committee consisting of the following persons: John R. Mitchell, Michael Fazio, Bobby Poole, Ellen Morelock, George O'Loughlin and Anthony Paivo and representatives of the City of Danbury, consisting of Robert Ryerson, Rick Palanzo and a designee from the City's Engineering Department is hereby established as the Building Committee with regard to (1) Danbury High School Projects (Science Labs, Library/Media Center, Technology Center, Track and Field, Locker Rooms Title IX); (2) Roofs at King Street Primary, Mill Ridge Primary, Shelter Rock School, Morris Street School and Roberts Avenue School. Seconded by Mrs. Basso. Motion carried unanimously.

Mrs. Abrantes made a motion that the Common Council authorize the Board of Education to prepare schematic drawings and outline specifications for the following: (1) Danbury High School Projects (Science Labs, Library/Media Center, Technology Center, Track and Field, Locker Rooms Title IX); (2) Roofs at King Street Primary, Mill Ridge Primary, Shelter Rock School, Morris Street, School and Roberts Avenue School. Seconded by Mrs. Basso. Motion carried unanimously.

Mrs. Abrantes made a motion that the Common Council authorizes the Board of Education to direct the Superintendent of Schools to file applications for school building projects as follows: (1) Danbury High School Projects (Science Labs, Library/Media Center, Technology Center, Track and Field, Locker Rooms Title IX); (2) Roofs at King Street Primary, Mill Ridge Primary, Shelter Rock School, Morris Street School and Roberts Avenue School. The motion was seconded by Mrs. Basso and passed unanimously.

Respectfully submitted,



CHRISTOPHER SETARO
Chairman



HELENA ABRANTES



WARREN LEVY



JOHN ESPOSITO



PAULINE BASSO



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

June 24

A. D., 19 99

RESOLVED by the Common Council of the City of Danbury:

That the Danbury Board of Education Building Committee, consisting of the following persons, John R. Mitchell, Michael Fazio, Bobby Poole, Ellen Morelock, George O'Loughlin and Anthony Paivo, and representatives of the City of Danbury, consisting of the Director of Parks and Recreation, the Superintendent of Public Buildings and a designee from the City's Engineering Department is hereby established as the Building Committee with regard to : (1) Danbury High School Projects (Science Labs, Library/Media Center, Technology Center, Track and Field, Locker Rooms Title IX) (2) Roofs including, but not limited to, King Street Primary, Mill Ridge Primary, Community Resource Center and South Street School addition.

That the Common Council hereby authorizes the preparation of schematic drawings and outline specifications for the following; (1) Danbury High School Projects (Science Labs, Library / Media Center, Technology Center, Track and Field, Locker Rooms Title IX) (2) Roofs including, but not limited to, King Street Primary, Mill Ridge Primary, Community Resource Center and South Street School addition.

That the Common Council hereby authorizes the Board of Education to direct the Superintendent of Schools to file applications for school building projects as follows: (1) Danbury High School Projects (Science Labs, Library/Media Center, Technology Center, Track and Field, Locker Rooms Title IX) (2) Roofs including, but not limited to, King Street Primary, Mill Ridge Primary, Community Resource Center and South Street School addition.



CITY OF DANBURY

17

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

June 24, 1999

Honorable Mayor Gene F. Eriquez
Honorable Members of the Common Council

Re: Candlewood Lake Conservation Restriction Agreement

The Common Council Committee appointed to review the Candlewood Lake Conservation Restriction Agreement and the Town Park Purchase Agreement met on June 7, 1999 at 7:00 P.M. in Room 432 in City Hall. In attendance were committee members Setaro, Abrantes, Levy and Basso. Also in attendance were Mayor Gene F. Eriquez, Assistant Corporation Counsel Dan Casagrande, City Engineer Patricia Ellsworth and Larry Marsicano of the Candlewood Lake Authority.

Chairman Setaro read the positive recommendation of the Planning Commission. Mayor Eriquez gave an update of the negotiations. The City of Danbury and four adjoining towns have been negotiating with CL&P for a conservation restriction for \$2,000,000. Independent appraisals have been done. CL&P's appraisal was for nine million dollars. The towns appraisal was for \$1.00 for the conservation restriction. The towns offered \$100,000 in good faith. CL&P offered \$2.7 million, which was negotiated down to two million dollars, which would be born by the CL&P ratepayers at approximately \$1.00 for one year. No appropriation is required by the Common Council, but it needs to be ratified by June 30, 1999.

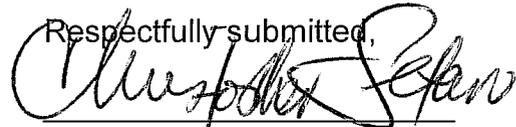
Chairman Setaro asked the Mayor to explain the Town Park Purchase Agreement. The Mayor stated that it includes the parking area on East Hayestown Road, but does not include the boat launch. The launch is adjacent to the causeway which is a dam. We would incur the liability that goes with the dam. CL&P had two appraisals; one at \$780,000 and one at \$500,000. The City's appraisal as \$100,000. The City offered \$220,000, but CL&P is holding at \$525,000.

Chairman Setaro asked if the committee should vote on the Town Park agreement now. Attorney Casagrande suggested that the committee make a

recommendation to enter into an agreement once the price is agreed upon, with the appropriation subject to approval of the voters. Another option could be added that if there were no approval by the voters, the money could come from the General Fund. Mayor Enriquez stated that if the Common Council acts to send the bond issue to the voters, and it is approved, we might need to revisit our position. He is not sure if the timing will allow the City to use the State Open Space Land Acquisition funding grant. Attorney Casagrande suggested that to assure CL&P that the City is serious the Common Council could authorize the Mayor to sign all documents and to make such changes as the Mayor and the Corporation Counsel deem necessary because the boat launch language is not specific at this point.

Mr. Levy made a motion to adopt the conservation restriction and recommend approval of the agreement to purchase the Town Park; to approve the acquisition of the property for a price to be negotiated and recommend appropriation of the funds, subject to the voters approval of the bond issue in November or authorize funding from some other source; and to authorize the Mayor to sign all documents and make such changes in the document as the Mayor and the Corporation Counsel deem necessary. The motion was seconded by Mrs. Basso and carried unanimously.

Respectfully submitted,



CHRISTOPHER SETARO,
Chairman



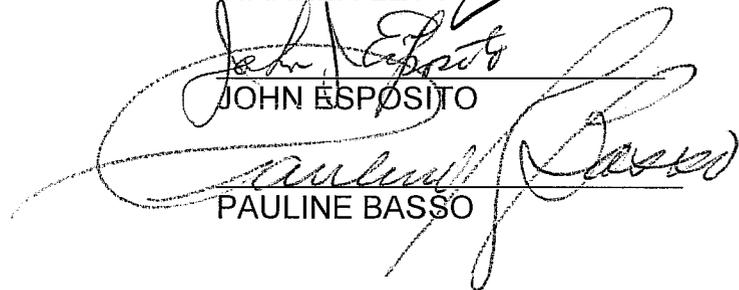
HELENA ABRANTES



WARREN LEVY



JOHN ESPOSITO



PAULINE BASSO

THE NON-PROFIT RENTAL HOUSING CORPORATION
323 MAIN STREET
DANBURY, CONNECTICUT 06810

COPY

January 29, 1999

City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810
Attention: Dominic A. Setaro, Jr., Director of Finance

Re: The Non-Profit Rental Housing Corporation/
Palace View Housing Limited Partnership

Dear Mr. Setaro:

At our meeting last Friday, you suggested that we put into writing any conflicts of interest surrounding the above-referenced transaction. As you know, the Non-Profit has acquired from The Non-Profit Development Corporation of Danbury, Inc. ("NPDCD"), a \$150,000 Grant. This Grant along with the CDBG monies of \$125,000, Section 108, grant application for \$375,000 and the AHP direct subsidiary grant in the amount of \$250,000 total \$900,000 of grant money which the Non-Profit will utilize to purchase property at the corners of Bank Street and Main Street in downtown Danbury. This letter sets forth the conflicts, or potential conflicts of interest, as we see them at this time. Most of the conflicts revolve around the fact that Main Street Revitalization, LLC (the "Developer") is owned by James Nolan, whose brother, Mark Nolan, is the President of The Non-Profit Rental Housing Corporation (the "Non-Profit"). However, Mark Nolan has abstained from voting in all Non-Profit matters concerning the Partnership and the Developer. Mark Nolan and Jim Nolan are also partners in Nolan Enterprises, a real estate development and management firm which owns and operates a number of apartment complexes in the Danbury area. Kim Nolan, Esq., one of the other brothers of Jim Nolan and Mark Nolan is a principal in the firm of Pinney, Payne, Van Lenten, Burrell, Wolf and Dilman, P.C. This firm represents Union Savings Bank, who represents the Construction/Permanent Lender for Palace View Housing Limited Partnership (the "Partnership").

The Partnership consists of the Non-Profit (as the operating general partner), National Corporate Tax Credit, Inc. VIII (as the administrative general partner) and National Corporate Tax Credit Fund VIII (as the limited partner). NCTC, Inc. VIII and NCTC Fund VIII are related parties, however, there are no identities of interest between these two parties and the

Non-Profit, the Developer or any of their respective principals. Also of note is the fact that Martin Rader, Esq. is the Secretary and one of the Directors of the Non-Profit. He is also a partner of Kim Nolan in Pinney, Payne, Van Lenten, Burrell, et al.

NPDCD is a local City designated housing site development agency. Mark Nolan and Charles Frosch are Directors of NPDCD. Charles Frosch is also the President of Union Savings Bank. Mark Nolan has also acted as Treasurer, and has maintained the books and records of NPDCD, as well as providing property management services for its properties through Nolan Enterprises. NPDCD is a sub-recipient of CDBG funding which it in turn, reinvests into housing and community development activities which meet CDBG guidelines. On October 28, 1998, NPDCD approved a \$150,000 Grant to the Non-Profit, which the Non-Profit intends to use for purposes of acquiring the property. Mark Nolan and Charles Frosch abstained from any voting in connection with the aforementioned Grant.

The transaction is rather complicated. The original plan was for the Non-Profit to apply for grant monies from the City of Danbury, the Community Development Block Grant Program, and the Federal HOME Loan Program in the amount of \$1,000,000. This money was to be utilized to allow the Non-Profit to acquire the property and do the necessary remediation and demolition thereon, and thereafter contribute the "clean" site to the Partnership. Simultaneously with its Grant Applications, the Non-Profit, as the general partner for the Partnership, together with Main Street Revitalization, LLC, as Developer, applied for low-income housing tax credits (the "Credits") from CHFA. The combination of equity from the sale of the Credits, plus the grant money and the anticipated permanent loan financing from institutional sources, would provide enough money to construct the project. Unfortunately, it took longer than anticipated for the grant money to materialize, and since the Partnership had now obtained the Credits, it was necessary for the Partnership to commence construction of the project, or risk losing the Credits. Accordingly, it was decided to restructure the transaction such that the Developer would purchase the land and buildings from AMD Realty Corporation, and enter into an Installment Sale Agreement with the Non-Profit, which would allow the Non-Profit to purchase the property when and as it received the grant money, and thereafter contribute the property to the Partnership.

The purchase of the land by the Developer occurred on July 14, 1998. The purchase price was \$700,000. Mark Nolan acted as a co-broker on this sale and received a co-broke fee of \$21,000. The Developer also entered into an Installment Sale Agreement with the Non-Profit in which it agreed to sell the property to the Non-Profit for \$900,000. The Installment Sale Agreement also provides that the Developer will remediate the site (which remediation includes the removal of all asbestos, lead paint, and underground storage tanks), and demolish and remove all structures contained thereon. Although the sales price to the Non-Profit is more than what the Developer paid for the property, the costs of remediation plus demolition exceed the \$200,000 difference in the purchase price.

The Developer has in turn contracted with the Partnership (of which the Non-Profit is its operating general partner) to perform all services and costs necessary to develop and build the apartment complex, including the placement of permanent financing thereon and lease-up of the complex for a fixed sum price of \$8,076,289

The Partnership has also agreed to enter into a Property Management Agreement with NP Rentals and Management, LLC ("NP Rentals") and HAPI Management, Inc. for property management services. The Property Management Agreement will provide that HAPI Management, Inc. will be paid a six percent (6%) property management fee. HAPI is an affiliate of the Partnership's Administrative General Partner (i.e., NCTC, Inc. VIII). HAPI has agreed to pay to the Developer two percent (2%) of the six percent (6%) property management fee, and the Developer has agreed to pay to NP Rentals a **One Thousand Dollars (\$1,000)**/year fee which NP Rentals has agreed to assign to the Non-Profit. NP Rentals is one hundred percent (100%) owned by Mark Nolan and his spouse. A six percent (6%) management fee to manage a low income housing complex, including the ongoing compliance requirements associated with the tax credit program, is not unreasonable, and is within the industry standards for such property management services.

Because of the familial relationship between Mark Nolan and Jim Nolan, a conflict of interest may exist. However, it is important to note that the land sale between the Partnership and the Developer is supported by the original purchase price, the fact that remediation and demolition work were performed, and by a fair market value appraisal of the Property. In addition, the Turnkey Development Contract and the compensation payable thereunder, was arrived at through arms-length negotiations between the Investor Limited Partner and the Developer. Moreover, the total development costs were reviewed by CHFA, and approved as part of its low income housing tax allocation underwriting. The costs are also subject to cost certification, and reduction by CHFA as part of its final approval and allocation of the Credits and issuance of the IRS Form 8609. Thus, there are a number of safeguards which insure that the Turnkey Development Contract, Installment Sale Agreement, and potential profits are fair and reasonable despite the familial relationship between the owner of the Developer and the president of the Non-Profit. In addition, a full disclosure of this identity of interest has been discussed previously with all parties involved, and Mark Nolan has abstained from voting on all matters dealing with the Partnership and the Developer.

There is also an identity of interest between Charles Frosch (one of the members of NPDCD) and Union Savings Bank (the institutional lender for the Partnership of whom Mr. Frosch serves as its president); and between Mark Nolan's role as a member of NPDCD and as the president of the Non-Profit, however this potential conflict has been ameliorated by their abstaining from voting on the NPDCD grant to the Non-Profit. It is also important to note that Messrs. Nolan and Frosch serve on a number of other non-profit organizations, such as

The City of Danbury
January 29, 1999
Page 4

Fairfield 2000 and when dealing with public/private partnerships, it is not uncommon for cross-directorships to occur.

Should you have any questions, or require anything further, please do not hesitate to contact me.

Very truly yours,

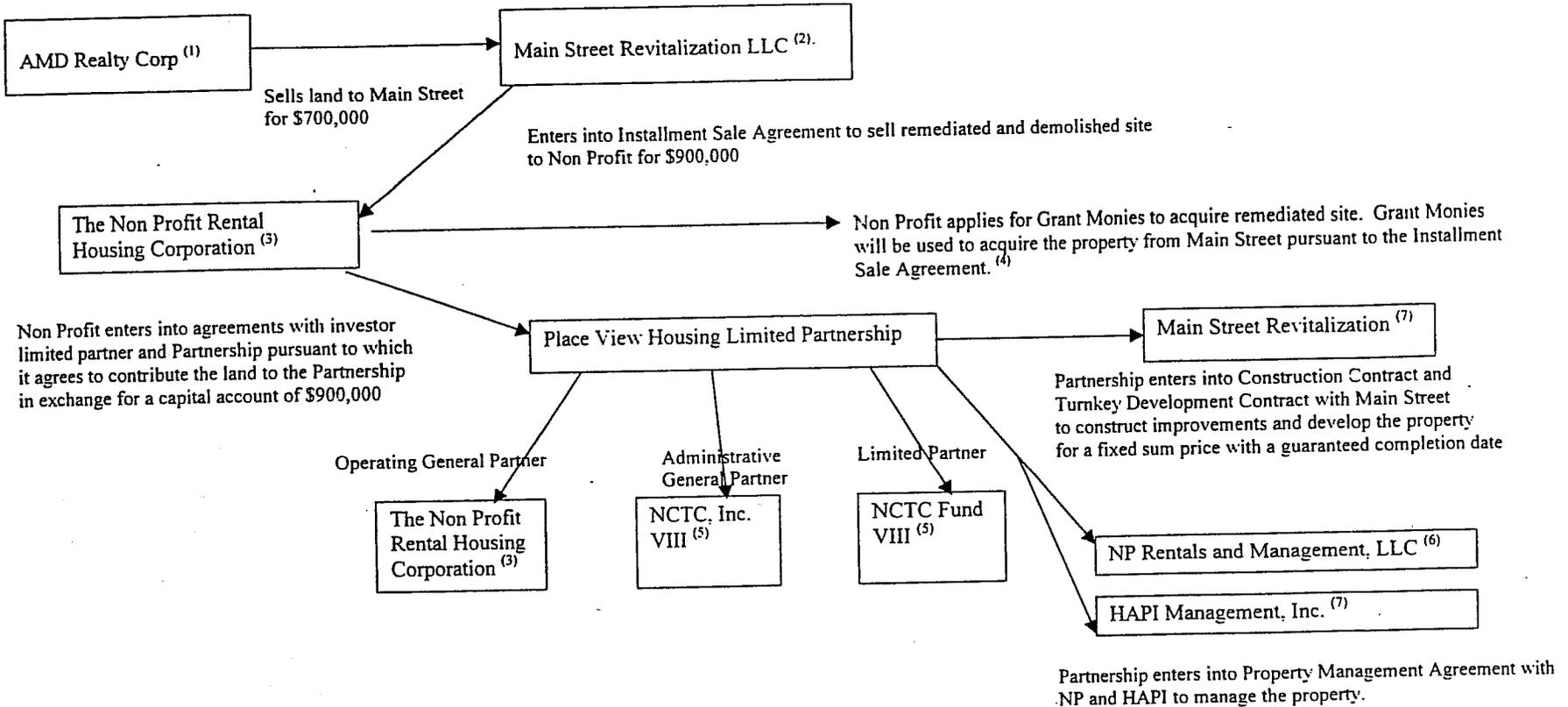
**THE NON-PROFIT RENTAL HOUSING
CORPORATION**

By:



MARK J. NOUN, Its President

THE NONPROFIT RENTAL HOUSING CORPORATION
PALACE VIEW SENIOR HOUSING (70 Units of Affordable Housing (target income 4 units @ 25% of AMI; 14 units @ 40% of AMI; 52 units @ 50% of AMI)
SCHEMATIC



- (1) Not related to any parties. Mark Nolan, a licensed real estate broker receives a \$21,000 co-broke fee on the sale of the land.
- (2) Jim Nolan owns 100% of Main Street. Jim and Mark Nolan are brothers and co-owners of Nolan Enterprises, a local real estate firm.
- (3) The president of The NonProfit Rental Housing Corporation is Mark Nolan. He and the owner of Main Street are related. See (2) above.
- (4) The NonProfit applies for grants from the Non-Profit Development Corporation of Danbury, Inc. and others. Mark Nolan and Charles Frosch are directors of this non-profit. Frosch is also the President of Union Savings Bank which has made a construction loan to the Partnership.
- (5) Not related to any other parties.
- (6) NP Rentals is owned by Mark Nolan and his spouse. NP Rentals agrees to assign any and all compensation it receives under the Property Management Agreement to The NonProfit.
- (7) HAPI is owned by principals who are affiliated with NCTC, Inc VIII, the Administrative General Partner of the Partnership.

MASTER LEASE-PURCHASE AGREEMENT

Dated as of June 8, 1999

This Master Lease-Purchase Agreement together with all addenda, riders and attachments hereto, as the same may from time to time be amended, modified or supplemented ("Master Lease") is made and entered by and between Banc One Leasing Corporation ("Lessor") and the lessee identified below ("Lessee").

LESSEE: City of Danbury

1. LEASE OF EQUIPMENT. Subject to the terms and conditions of this Master Lease, Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, all Equipment described in each Schedule signed from time to time by Lessee and Lessor.

2. CERTAIN DEFINITIONS. All terms defined in the Lease are equally applicable to both the singular and plural form of such terms. (a) "Schedule" means each Lease Schedule signed and delivered by Lessee and Lessor, together with all addenda, riders, attachments, certificates and exhibits thereto, as the same may from time to time be amended, modified or supplemented. Lessee and Lessor agree that each Schedule (except as expressly provided in said Schedule) incorporates by reference all of the terms and conditions of the Master Lease. (b) "Lease" means each Schedule and this Master Lease as incorporated into said Schedule. (c) "Equipment" means the property described in each Schedule, together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto. (d) "Lien" means any security interest, lien, mortgage, pledge, encumbrance, judgment, execution, attachment, warrant, writ, levy, other judicial process or claim of any nature whatsoever by or of any person.

3. LEASE TERM. The term of the lease of the Equipment described in each Lease ("Lease Term") commences on the first date any of such Equipment is accepted by Lessee pursuant to Section 5 hereof and, unless earlier terminated as expressly provided in the Lease, continues until Lessee's payment and performance in full of all of Lessee's obligations under the Lease.

4. RENT PAYMENTS.

4.1 For each Lease, Lessee agrees to pay to Lessor the rent payments in the amounts and at the times as set forth in the Payment Schedule attached to the Schedule ("Rent Payments"). A portion of each Rent Payment is paid as and represents the payment of interest as set forth in the Payment Schedule. Rent Payments will be payable for the Lease Term in U.S. dollars, without notice or demand at the office of Lessor (or such other place as Lessor may designate from time to time in writing).

4.2 If Lessor receives any payment from Lessee later than ten (10) days from the due date, Lessee shall pay Lessor on demand as a late charge five per cent (5%) of such overdue amount, limited, however, to the maximum amount allowed by law.

4.3 EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 6 HEREOF OR IN ANY WRITTEN MODIFICATION TO THE LEASE SIGNED BY LESSOR, THE OBLIGATION TO PAY RENT PAYMENTS UNDER EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND SHALL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.

5. DELIVERY; ACCEPTANCE; FUNDING CONDITIONS.

5.1 Lessee shall arrange for the transportation, delivery and installation of all Equipment to the location specified in the Schedule ("Location") by Equipment suppliers ("Suppliers") selected by Lessee. Lessee shall pay all costs related thereto unless Lessor otherwise agrees to pay such costs as stated in the Schedule.

5.2 Lessee shall accept Equipment as soon as it has been delivered and is operational. Lessee shall evidence its acceptance of any Equipment by signing and delivering to Lessor the applicable Schedule. If Lessee signs and delivers a Schedule and if all Funding Conditions have been satisfied in full, then Lessor will pay or cause to be paid the costs of such Equipment as stated in the Schedule ("Purchase Price") to the applicable Supplier.

5.3 Lessor shall have no obligation to pay any Purchase Price unless all reasonable conditions established by Lessor ("Funding Conditions") have been satisfied, including, without limitation, the following: (a) Lessee has signed and delivered the Schedule and its Payment Schedule; (b) no Event of Default shall have occurred and be continuing; (c) no material adverse change shall have occurred in the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder

(collectively, the "Code"); (d) no material adverse change shall have occurred in the financial condition of Lessee or any Supplier; (e) the Equipment is reasonably satisfactory to Lessor and is free and clear of any Liens (except Lessor's Liens); (f) all representations of Lessee in the Lease remain true, accurate and complete; and (g) Lessor has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lessor: (1) evidence of insurance coverage required by the Lease, (2) an opinion of Lessee's counsel; (3) reasonably detailed invoices for the Equipment; (4) Uniform Commercial Code (UCC) financing statements; (5) copies of resolutions by Lessee's governing body authorizing the Lease and incumbency certificates for the person(s) who will sign the Lease; (6) such documents and certificates relating to the tax-exempt interest payable under the Lease (including, without limitation, IRS Form 8038G or 8038GC) as Lessor may request; and (7) such other documents and information previously identified by Lessor or otherwise reasonably requested by Lessor.

6. TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS.

6.1 For each Lease, Lessee represents and warrants: that it has appropriated and budgeted the necessary funds to make all Rent Payments required pursuant to such Lease for the remainder of the fiscal year in which the Lease Term commences; and that it intends to make Rent Payments for the full Lease Term as scheduled on the applicable Payment Schedule so long as funds are appropriated in each fiscal year by its governing body. Lessee reasonably believes that moneys in an amount sufficient to make all Rent Payments can and will lawfully be appropriated and made available therefor. All Rent Payments shall be payable out of the general funds of Lessee or out of other funds legally available therefor. Lessor agrees that the Leases will not be general obligations of Lessee and that the Leases shall not constitute pledges of either the full faith and credit of Lessee or the taxing power of Lessee.

6.2 If Lessee's governing body fails to appropriate sufficient funds in any fiscal year for Rent Payments or other payments due under a Lease and if other funds are not available for such payments, then a "Non-Appropriation Event" shall be deemed to have occurred. If a Non-Appropriation Event occurs, then: (a) Lessee shall give Lessor immediate notice of such Non-Appropriation Event and provide written evidence of such failure by Lessee's governing body; (b) on the Return Date, Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the affected Lease, at Lessee's sole expense, in accordance with Section 21 hereof; and (c) the affected Lease shall terminate on the Return Date without penalty or expense to Lessee, provided, that Lessee shall pay all Rent Payments and other amounts payable under the affected Lease for which funds shall have been appropriated or are otherwise available, provided further, that Lessee shall pay month-to-month rent at the rate set forth in the affected Lease for each month or part thereof that Lessee fails to return the Equipment under this Section 6.2. "Return Date" means the last day of the fiscal year for which appropriations were made for the Rent Payments due under a Lease.

6.3 If a Non-Appropriation Event occurs, then, during the twelve month period following the Return Date, Lessee agrees not to acquire (by purchase, lease or otherwise) replacement equipment which is functionally similar to the Equipment covered by such terminated Lease, or to appropriate funds for the acquisition of such replacement equipment. Notwithstanding the foregoing of this Section 6.3, the restrictions of this section 6.3 shall automatically and without further action of the parties be ineffective and be deleted: (a) from any terminated Lease if the net proceeds of the sale of the returned Equipment is sufficient to pay the Termination Value of the Equipment as of the Return Date; or (b) from any Lease if the application of the restrictions in this section 6.3 would not be permitted by then applicable law or would cause such Lease to be invalid or unenforceable in any material respect.

7. LIMITATION ON WARRANTIES. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY OF THE EQUIPMENT OR AS TO THE VALUE, DESIGN, CONDITION, USE, CAPACITY OR DURABILITY OF ANY OF THE EQUIPMENT. For and during the Lease Term, Lessor hereby assigns to Lessee any manufacturer's or Supplier's product warranties, express or implied, applicable to any Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's sole expense. Lessee agrees that (a) all Equipment will have been purchased by Lessor in accordance with Lessee's specifications from Suppliers selected by Lessee, (b) Lessor is not a manufacturer or dealer of any Equipment and has no liability for the delivery or installation of any Equipment, (c) Lessor assumes no obligation with respect to any manufacturer's or Supplier's product warranties or guaranties, (d) no manufacturer or Supplier or any representative of said parties is an agent of Lessor, and (e) any warranty, representation, guaranty or agreement made by any manufacturer or Supplier or any representative of said parties shall not be binding upon Lessor.

8. TITLE; SECURITY INTEREST.

8.1 Upon Lessee's acceptance of any Equipment under its Lease, title to the Equipment shall vest in Lessee, subject to Lessor's security interest therein and all of Lessor's other rights under such Lease including, without limitation, Sections 6, 20 and 21 hereof.

8.2 As collateral security for the Secured Obligations, Lessee hereby grants to Lessor a first priority security interest in any and all of the Equipment (now existing or hereafter acquired) and any and all proceeds thereof. Lessee agrees to execute and deliver to Lessor all necessary documents to evidence and perfect such security interest, including, without limitation, uniform

commercial code (UCC) financing statements and any amendments thereto.

8.3 "Secured Obligations" means Lessee's obligations to pay all Rent Payments and all other amounts due and payable under all present and future Leases and to perform and observe all covenants, agreements and conditions (direct or indirect, absolute or contingent, due or to become due, or existing or hereafter arising) of Lessee under all present and future Leases.

9. **PERSONAL PROPERTY.** All Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon.

10. **MAINTENANCE AND OPERATION.** Lessee agrees it shall, at its sole expense: (a) repair and maintain all Equipment in good condition and working order and supply and install all replacement parts or other devices when required to so maintain the Equipment or when required by applicable law or regulation, which parts or devices shall automatically become part of the Equipment; and (b) use and operate all Equipment in a careful manner in the normal course of its operations and only for the purposes for which it was designed in accordance with the manufacturer's warranty requirements, and comply with all laws and regulations relating to the Equipment. If any Equipment is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement by a party reasonably satisfactory to Lessor. No maintenance or other service for any Equipment will be provided by Lessor. Lessee will not make any alterations, additions or improvements ("Improvements") to any Equipment without Lessor's prior written consent unless the Improvements may be readily removed without damage to the operation, value or utility of such Equipment, but any such Improvements not removed prior to the termination of the applicable Lease shall automatically become part of the Equipment.

11. **LOCATION; INSPECTION.** Equipment will not be removed from, or if Equipment is rolling stock its permanent base will not be changed from, the Location without Lessor's prior written consent which will not be unreasonably withheld. Upon reasonable notice to Lessee, Lessor may enter the Location or elsewhere during normal business hours to inspect the Equipment.

12. LIENS, SUBLEASES AND TAXES.

12.1 Lessee shall keep all Equipment free and clear of all Liens except those Liens created under its Lease. Lessee shall not sublet or lend any Equipment or permit it to be used by anyone other than Lessee or Lessee's employees.

12.2 Lessee shall pay when due all Taxes which may now or hereafter be imposed upon any Equipment or its ownership, leasing, rental, sale, purchase, possession or use, upon any Lease or upon any Rent Payments or any other payments due under any Lease. If Lessee fails to pay such Taxes when due, Lessor shall have the right, but not the obligation, to pay such Taxes. If Lessor pays any such Taxes, then Lessee shall, upon demand, immediately reimburse Lessor therefor. "Taxes" means present and future taxes, levies, duties, assessments or other governmental charges that are not based on the net income of Lessor, whether they are assessed to or payable by Lessee or Lessor, including, without limitation (a) sales, use, excise, licensing, registration, titling, gross receipts, stamp and personal property taxes, and (b) interest, penalties or fines on any of the foregoing.

13. RISK OF LOSS.

13.1 Lessee bears the entire risk of loss, theft, damage or destruction of any Equipment in whole or in part from any reason whatsoever ("Casualty Loss"). No Casualty Loss to any Equipment shall relieve Lessee from the obligation to make any Rent Payments or to perform any other obligation under any Lease. Proceeds of any insurance recovery will be applied to Lessee's obligations under this Section 13.

13.2 If a Casualty Loss occurs to any Equipment, Lessee shall immediately notify Lessor of the same and Lessee shall, unless otherwise directed by Lessor, immediately repair the same.

13.3 If Lessor determines that any item of Equipment has suffered a Casualty Loss beyond repair ("Lost Equipment"), then Lessee shall either: (a) immediately replace the Lost Equipment with similar equipment in good repair, condition and working order free and clear of any Liens (except Lessor's Liens) and deliver to Lessor a bill of sale covering the replacement equipment, in which event such replacement equipment shall automatically be Equipment under the applicable Lease; or (b) on the next scheduled Rent Payment date, pay Lessor (i) all amounts owed by Lessee under the applicable Lease, including the Rent Payment due on such date plus (ii) an amount equal to the applicable Termination Value set forth in the Payment Schedule to the applicable Lease. If Lessee is making such payment with respect to less than all of the Equipment under a Lease, then Lessor will provide Lessee with the pro rata amount of the Rent Payment and Termination Value to be paid by Lessee with respect to the Lost Equipment.

13.4 Lessee shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses (including reasonable attorney's fees), damages or losses arising under or related to any Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof. These obligations of Lessee

shall survive any expiration or termination of any Lease. Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses (including attorney's fees), damages or losses which arise directly from events occurring after any Equipment has been returned by Lessee to Lessor in accordance with the terms of the applicable Lease or which arise directly from the gross negligence or willful misconduct of Lessor.

14. INSURANCE.

14.1 (a) Lessee at its sole expense shall at all times keep all Equipment insured against all risks of loss or damage from every cause whatsoever for an amount not less than the Termination Value of the Equipment. Proceeds of any such insurance covering damage or loss of any Equipment shall be payable to Lessor as loss payee. (b) Lessee at its sole expense shall at all times carry public liability and property damage insurance in amounts reasonably satisfactory to Lessor protecting Lessee and Lessor from liabilities for injuries to persons and damage to property of others relating in any way to any Equipment. Proceeds of any such public liability or property insurance shall be payable first to Lessor as additional insured to the extent of its liability, and then to Lessee.

14.2 All insurers shall be reasonably satisfactory to Lessor. Lessee shall promptly deliver to Lessor satisfactory evidence of required insurance coverage and all renewals and replacements thereof. Each insurance policy will require that the insurer give Lessor at least 30 days prior written notice of any cancellation of such policy and will require that Lessor's interests remain insured regardless of any act, error, misrepresentation, omission or neglect of Lessee. The insurance maintained by Lessee shall be primary without any right of contribution from insurance which may be maintained by Lessor.

15. **PURCHASE OPTION.** Upon thirty (30) days prior written notice by Lessee to Lessor, and so long as there is no Event of Default then existing, Lessee shall have the option to purchase all, but not less than all, of the Equipment covered by a Lease on any Rent Payment due date by paying to Lessor all Rent Payments then due (including accrued interest, if any) plus the Termination Value amount set forth on the Payment Schedule to the applicable Lease for such date. Upon satisfaction by Lessee of such purchase conditions, Lessor shall release its Lien on such Equipment and Lessee shall retain its title to such Equipment "AS-IS, WHERE-IS", without representation or warranty by Lessor, express or implied, except for a representation that such Equipment is free and clear of any Liens created by Lessor.

16. **LESSEE'S REPRESENTATIONS AND WARRANTIES.** With respect to each Lease and its Equipment, Lessee hereby represents and warrants to Lessor that:

(a) Lessee has full power, authority and legal right to execute and deliver the Lease and to perform its obligations under the Lease, and all such actions have been duly authorized by appropriate findings and actions of Lessee's governing body;

(b) the Lease has been duly executed and delivered by Lessee and constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms;

(c) the Lease is authorized under, and the authorization, execution and delivery of the Lease complies with, all applicable federal, state and local laws and regulations (including, but not limited to, all open meeting, public bidding and property acquisition laws) and all applicable judgments and court orders;

(d) the execution, delivery and performance by Lessee of its obligations under the Lease will not result in a breach or violation of, nor constitute a default under, any agreement, lease or other instrument to which Lessee is a party or by which Lessee's properties may be bound or affected;

(e) there is no pending, or to the best of Lessee's knowledge threatened, litigation of any nature which may have a material adverse effect on Lessee's ability to perform its obligations under the Lease; and

(f) Lessee is a state, or a political subdivision thereof, as referred to in Section 103 of the Code, and Lessee's obligation under the Lease constitutes an enforceable obligation issued on behalf of a state or a political subdivision thereof.

17. **TAX COVENANTS.** Lessee hereby covenants and agrees that:

(a) Lessee shall comply with all of the requirements of Section 149(a) and Section 149(e) of the Code, as the same may be amended from time to time, and such compliance shall include, but not be limited to, keeping a complete and accurate record of any assignments of any Lease and executing and filing Internal Revenue Form 8038G or 8038GC, as the case may be, and any other information statements reasonably requested by Lessor;

(b) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, any Lease to be an

"arbitrage bond" within the meaning of Section 148(a) of the Code or any Lease to be a "private activity bond" within the meaning of Section 141(a) of the Code; and

(c) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, the interest portion of any Rent Payments to be or become includable in gross income for Federal income taxation purposes under the Code.

18. ASSIGNMENT.

18.1 Lessee shall not assign, transfer, pledge, hypothecate, nor grant any Lien on, nor otherwise dispose of, any Lease or any Equipment or any interest in any Lease or Equipment.

18.2 Lessor may assign its rights, title and interest in and to any Lease or any Equipment, and/or may grant or assign a security interest in any Lease and its Equipment, in whole or in part, to any party at any time. Any such assignee or lienholder (an "Assignee") shall have all of the rights of Lessor under the applicable Lease. **LESSEE AGREES NOT TO ASSERT AGAINST ANY ASSIGNEE ANY CLAIMS, ABATEMENTS, SETOFFS, COUNTERCLAIMS, RECOURPMENT OR ANY OTHER SIMILAR DEFENSES WHICH LESSEE MAY HAVE AGAINST LESSOR.** Unless otherwise agreed by Lessee in writing, any such assignment transaction shall not release Lessor from any of Lessor's obligations under the applicable Lease. An assignment or reassignment of any of Lessor's right, title or interest in a Lease or its Equipment shall be enforceable against Lessee only after Lessee receives a written notice of assignment which discloses the name and address of each such Assignee; provided, that such notice from Lessor to Lessee of any assignment shall not be so required if Lessor assigns a Lease to BANK ONE CORPORATION (or its successors or assigns) or any of its direct or indirect subsidiaries. Lessee shall keep a complete and accurate record of all such assignments in the form necessary to comply with Section 149(a) of the Code. Lessee agrees to acknowledge in writing any such assignments if so requested.

18.3 Each Assignee of a Lease hereby agrees that: (a) the term Secured Obligations as used in Section 8.3 hereof is hereby amended to include and apply to all obligations of Lessee under the Assigned Leases and to exclude the obligations of Lessee under any Non-Assigned Leases; (b) said Assignee shall have no Lien on, nor any claim to, nor any interest of any kind in, any Non-Assigned Leases; and (c) Assignee shall exercise its rights, benefits and remedies as the assignee of Lessor (including, without limitation, the remedies under Section 20 of the Master Lease) solely with respect to the Assigned Leases. "Assigned Leases" means only those Leases which have been assigned to an Assignee pursuant to a written agreement; and "Non-Assigned Leases" means all Leases excluding the Assigned Leases.

18.4 Subject to the foregoing, each Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

19. **EVENTS OF DEFAULT.** For each Lease, "Event of Default" means the occurrence of any one or more of the following events as they may relate to such Lease: (a) Lessee fails to make any Rent Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (b) Lessee fails to perform or observe any of its obligations under Sections 12.1, 14 or 18.1 hereof; (c) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it under the Lease and such failure is not cured within thirty (30) days after receipt of written notice thereof by Lessor; (d) any statement, representation or warranty made by Lessee in the Lease or in any writing delivered by Lessee pursuant thereto or in connection therewith proves at any time to have been false, misleading or erroneous in any material respect as of the time when made; (e) Lessee applies for or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or a substantial part of its assets, or a petition for relief is filed by Lessee under any federal or state bankruptcy, insolvency or similar law, or a petition in a proceeding under any federal or state bankruptcy, insolvency or similar law is filed against Lessee and is not dismissed within sixty (60) days thereafter; or (f) Lessee shall be in default under any other Lease or under any other financing agreement executed at any time with Lessor.

20. **REMEDIES.** If any Event of Default occurs, then Lessor may, at its option, exercise any one or more of the following remedies:

(a) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all amounts then currently due under all Leases and all remaining Rent Payments due under all Leases during the fiscal year in effect when the Event of Default occurs together with interest on such amounts at the highest lawful rate from the date of Lessor's demand for such payment;

(b) Lessor may require Lessee to promptly return all Equipment to Lessor in the manner set forth in Section 21 (and Lessee agrees that it shall so return the Equipment), or Lessor may, at its option, enter upon the premises where any Equipment is located and repossess such Equipment without demand or notice, without any court order or other process of law and without liability for any damage occasioned by such repossession;

(c) Lessor may sell, lease or otherwise dispose of any Equipment, in whole or in part, in one or more public or private transactions, and if Lessor so disposes of any Equipment, then Lessor shall retain the entire proceeds of such disposition free of any

claims of Lessee, provided, that the net proceeds of any such disposition shall be applied to amounts payable by Lessee under clause (a) above of this Section only to the extent that such net proceeds exceed the applicable Termination Value set forth in the applicable Schedule;

(d) Lessor may terminate, cancel or rescind any Lease as to any and all Equipment;

(e) Lessor may exercise any other right, remedy or privilege which may be available to Lessor under applicable law or, by appropriate court action at law or in equity, Lessor may enforce any of Lessee's obligations under any Lease; and/or

(f) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all out-of-pocket costs and expenses incurred by Lessor as a result (directly or indirectly) of the Event of Default and/or of Lessor's actions under this section, including, without limitation, any attorney fees and expenses and any costs related to the repossession, safekeeping, storage, repair, reconditioning or disposition of any Equipment.

None of the above remedies is exclusive, but each is cumulative and in addition to any other remedy available to Lessor. Lessor's exercise of one or more remedies shall not preclude its exercise of any other remedy. No delay or failure on the part of Lessor to exercise any remedy under any Lease shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise of any remedy preclude any other exercise thereof or the exercise of any other remedy.

21. RETURN OF EQUIPMENT. If Lessor is entitled under the provisions of any Lease, including any termination thereof pursuant to Sections 6 or 20 of this Master Lease, to obtain possession of any Equipment or if Lessee is obligated at any time to return any Equipment, then (a) title to the Equipment shall vest in Lessor immediately upon Lessor's notice thereof to Lessee, and (b) Lessee shall, at its sole expense and risk, immediately de-install, disassemble, pack, crate, insure and return the Equipment to Lessor (all in accordance with applicable industry standards) at any location in the continental United States selected by Lessor. Such Equipment shall be in the same condition as when received by Lessee (reasonable wear, tear and depreciation resulting from normal and proper use excepted), shall be in good operating order and maintenance as required by the applicable Lease, shall be free and clear of any Liens (except Lessor's Lien) and shall comply with all applicable laws and regulations. Until Equipment is returned as required above, all terms of the applicable Lease shall remain in full force and effect including, without limitation, obligations to pay Rent Payments and to insure the Equipment. Lessee agrees to execute and deliver to Lessor all documents reasonably requested by Lessor to evidence the transfer of legal and beneficial title to such Equipment to Lessor and to evidence the termination of Lessee's interest in such Equipment.

22. LAW GOVERNING. Each Lease shall be governed by the laws of the state of Lessee (the "State").

23. NOTICES. All notices to be given under any Lease shall be made in writing and either personally delivered or mailed by certified mail to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notices shall be deemed to have been received five (5) days subsequent to mailing.

24. FINANCIAL INFORMATION. Within thirty (30) days of their completion in each fiscal year of Lessee during any Lease Term, Lessee will deliver to Lessor upon Lessor's request the publicly available annual financial information of Lessee.

25. SECTION HEADINGS. All section headings contained herein or in any Schedule are for convenience of reference only and do not define or limit the scope of any provision of any Lease.

26. EXECUTION IN COUNTERPARTS. Each Schedule to this Master Lease may be executed in several counterparts, each of which shall be deemed an original, but all of which shall be deemed one instrument. Only one counterpart of each Schedule shall be marked "Lessor's Original" and all other counterparts shall be deemed duplicates. An assignment of or security interest in any Schedule may be created through transfer and possession only of the counterpart marked "Lessor's Original".

27. **ENTIRE AGREEMENT; WRITTEN AMENDMENTS.** Each Lease, together with the exhibits attached thereto and made a part hereof and other attachments thereto, and other documents or instruments executed by Lessee and Lessor in connection therewith, constitute the entire agreement between the parties with respect to the lease of the Equipment covered thereby, and such Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of any Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

LESSEE:

City of Danbury

By: _____

Title: X _____

155 Deer Hill Avenue
Danbury, CT 06810

LESSOR:

Banc One Leasing Corporation

By: _____

Title: Funding Authority _____

1111 Polaris Pkwy, Suite A-3
Columbus, OH 43240

PAYMENT SCHEDULE

This Payment Schedule is attached and made a part of the Lease Schedule identified below which is part of the Master Lease-Purchase Agreement identified therein, all of which are between the Lessor and Lessee named below.

Lease Schedule No. 1000091788

Accrual Date: June 15, 1999

Amount Financed: \$824,734.00

Rent Number	Rent Date	Rent Payment	Interest Portion	Principal Portion	Termination Value
		\$	\$	\$	\$
Loan	06/15/99				
Early Payoff Option	12/01/99	\$855,158.90			
1	07/15/00	\$107,177.79	\$44,583.75	\$62,594.04	\$777,382.76
2	07/15/01	\$107,177.79	\$38,030.78	\$69,147.00	\$706,852.81
3	07/15/02	\$107,177.79	\$34,580.35	\$72,597.44	\$632,803.42
4	07/15/03	\$107,177.79	\$30,957.74	\$76,220.05	\$555,058.97
5	07/15/04	\$107,177.79	\$27,154.36	\$80,023.43	\$473,435.07
6	07/15/05	\$107,177.79	\$23,161.19	\$84,016.60	\$387,738.14
7	07/15/06	\$107,177.79	\$18,968.76	\$88,209.03	\$297,764.93
8	07/15/07	\$107,177.79	\$14,567.13	\$92,610.66	\$203,302.05
9	07/15/08	\$107,177.79	\$9,945.86	\$97,231.93	\$104,125.49
10	07/15/09	\$107,177.79	\$5,093.98	\$102,083.81	\$1.00

LESSEE:

LESSOR:

City of Danbury

Banc One Leasing Corporation

By: _____

By: _____

Title: _____

Title: Funding Authority

LEASE SCHEDULE NO. 1000091788

Dated As Of June 8, 1999

This Lease Schedule, together with its Payment Schedule, is attached and made a part of the Master Lease-Purchase Agreement described below ("Master Lease") between the Lessee and Lessor named below. All terms and conditions of the Master Lease are incorporated herein by reference. Unless otherwise defined herein, capitalized terms defined in the Master Lease will have the same meaning when used herein.

Master Lease-Purchase Agreement dated June 8, 1999

A. EQUIPMENT DESCRIBED: The Equipment includes all of the property described on Schedule A-1 attached hereto and made a part hereof.

B. EQUIPMENT LOCATION: 19 New Street
Danbury, CT 06810

C. ACCEPTANCE OF EQUIPMENT: AS BETWEEN LESSEE AND LESSOR, LESSEE AGREES THAT: (a) LESSEE HAS RECEIVED AND INSPECTED ALL EQUIPMENT; (b) ALL EQUIPMENT IS IN GOOD WORKING ORDER AND COMPLIES WITH ALL PURCHASE ORDERS, CONTRACTS AND SPECIFICATIONS; (c) LESSEE ACCEPTS ALL EQUIPMENT FOR PURPOSES OF THE LEASE "AS-IS, WHERE-IS"; AND (d) LESSEE WAIVES ANY RIGHT TO REVOKE SUCH ACCEPTANCE.

D. ESSENTIAL USE; CURRENT INTENT OF LESSEE: Lessee represents and agrees that the use of the Equipment is essential to Lessee's proper, efficient and economic functioning or to the services that Lessee provides to its citizens and the Equipment will be used by Lessee only for the purpose of performing its governmental or proprietary functions consistent with the permissible scope of its authority. Lessee currently intends for the full Lease Term: to use the Equipment; to continue this Lease; and to make Rental Payments if funds are appropriated in each fiscal year by its governing body.

E. RENTAL PAYMENTS; LEASE TERM: The Rental Payments to be paid by Lessee to Lessor, the commencement date thereof and the Lease Term of this Lease Schedule are set forth on the Payment Schedule attached to this Lease Schedule.

F. RE-AFFIRMATION OF THE MASTER LEASE: Lessee hereby re-affirms all of its representations, warranties and obligations under the Master Lease (including, without limitation, its obligation to pay all Rental Payments, its disclaimers in Section 7 thereof and its representations in Sections 6.1 and 16 thereof).

Equipment/Escrow Acceptance Date: See Delivery & Acceptance Certificate

LESSEE:

LESSOR:

City of Danbury

Banc One Leasing Corporation

By: X _____

By: _____

Title: X _____

Title: Funding Authority _____

155 Deer Hill Avenue
Danbury, CT 06810

1111 Polaris Pkwy, Suite A-3
Columbus, OH 43240

SCHEDULE A-1
Equipment Description

Lease Schedule No. 1000091788 dated June 8, 1999

The Equipment described below includes all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto.

Equipment Location: City of Danbury
 19 New Street
 Danbury, CT 06810
 Fairfield County

Equipment Description: 2 Pierce™ Saber® Pumpers
 1 Pierce™ Dash™ 105' Aerial

Expected Equipment Purchase Price	<u>\$962,834.00</u>
Minus Vendor Discounts	<u>\$45,600.00</u>
Minus Lessee Down Payment/Trade-in	<u>\$92,500.00</u>
Net Amount Financed	<u>\$824,737.00</u>

This Schedule A-1 is attached to the Lease Schedule or a Receipt Certificate/Payment Request relating to the Lease Schedule.

City of Danbury
(Lessee)

Banc One Leasing Corporation
(Lessor)

By: X _____

By: _____

Title: X _____

Title: Funding Authority _____



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

Amount to be financed: \$824,737.00

WHEREAS, the City of Danbury is a political subdivision of the State of Connecticut and is duly organized and existing pursuant to the Constitution and laws of the State.

WHEREAS, pursuant to applicable law, the City of Danbury Common Council is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the City of Danbury.

WHEREAS, the City of Danbury Common Council hereby finds and determines that the execution of one or more lease purchase agreements ("Equipment Leases") in the principal amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Equipment Leases is appropriate and necessary to the functions and operations of the City of Danbury Fire Department.

WHEREAS, Banc One Leasing Corporation ("Lessor") shall act as Lessor under said Equipment Leases.

NOW, THEREFORE, be it resolved that:

Section 1. Gene F. Eriquez as Mayor is hereby authorized to negotiate, enter into, execute, and deliver one or more Equipment Leases in substantially the form set forth in the document presently before the Common Council, which document is available for public inspection at the office of the City Clerk. Mayor Gene F. Eriquez is further authorized to negotiate, enter into, execute and deliver such other documents relating tot he Equipment Lease as necessary and appropriate. All other related contracts and agreements necessary and incidental to the Equipment Leases are hereby authorized.

Section 2. By a written instrument signed by Mayor Gene F. Eriquez, said Mayor may designate specifically identified officers or employees of the City of Danbury to execute and deliver agreements and documents relating to the Equipment Leases on behalf of the City of Danbury.

Section 3. The aggregate original principal amount of the Equipment Leases shall not exceed the amount stated above and shall bear interest as set forth in the Equipment Leases and the Equipment Leases shall contain such options to purchase by the City of Danbury and set forth herein.

Section 4. The City of Danbury's obligations under the Equipment Leases shall be subject to annual appropriation or renewal by the Common Council as set forth in each Equipment Lease and the obligations of the City of Danbury under the Equipment Leases shall not constitute a general obligation of the City of Danbury or indebtedness under the Constitution or laws of the State.

Section 5. This resolution shall take effect immediately upon its adoption and approval.

CITY OF DANBURY

To: Members of the Common Council

A special meeting of the Common Council _____ of the City of Danbury will be held on the 24th day of June 1999 at 7:00 o'clock p.m., at the City Hall in said Danbury.

For the purpose of

SEE ATTACHED

Dated at Danbury, this 17th day of June 1999.

[Signature] Mayor
[Signature] Clerk

To the sheriff or any policeman of the City of Danbury:

You are hereby required to notify the above named member _____ of the Common Council of the City of Danbury of the special meeting of said board by leaving with or at the usual place of abode or place of business of such member not less than 24 hours before the hour specified for said meeting, a notice in form annexed, and to make due return thereof at the time of said meeting.

[Signature] Mayor

RETURN OF SERVICE

By virtue of the within warning, I have served Notice on each of the members of the Common Council of the City of Danbury, of the Special Meeting of said Board, each Notice duly signed by the Mayor and City Clerk, by leaving such written Notice with each of the following members of said Common Council, to-wit:

NAME

TIME

- 1. Warren Levy (M) 12:05 pm
- 2. Harry Scatzo (M) 12:10 pm
- 3. Joseph Coco (M) 12:23 pm
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____
- 9. _____
- 10. _____
- 11. _____
- 12. _____
- 13. _____
- 14. _____
- 15. _____
- 16. _____
- 17. _____
- 18. _____
- 19. _____
- 20. _____
- 21. _____

Each Notice so served upon each member, all having been done by me on this date June 18th, 1999.

Attest: [Signature]
Policemen of the City of
Danbury

RETURN OF SERVICE

By virtue of the within warning, I have served Notice on each of the members of the Common Council of the City of Danbury, of the Special Meeting of said Board, each Notice duly signed by the Mayor and City Clerk, by leaving such written Notice with each of the following members of said Common Council, to-wit:

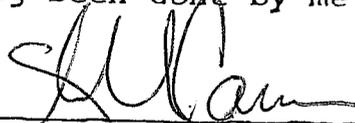
NAME

TIME

1. John J. ESPOSITO X NO ANSWER / LEFT IN DOOR 0805
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____
20. _____
21. _____

Each Notice so served upon each member, all having been done by me on this date 6-20-99.

Attest:


Policemen of the City of
Danbury

RETURN OF SERVICE

By virtue of the within warning, I have served Notice on each of the members of the Common Council of the City of Danbury, of the Special Meeting of said Board, each Notice duly signed by the Mayor and City Clerk, by leaving such written Notice with each of the following members of said Common Council, to-wit:

	<u>NAME</u>	<u>TIME</u>
1.	<i>P.O. [Signature]</i> (Michael Falcon) 65 Hospital Ave.	1401 6/19/99
2.		
3.		
4.		
5.		
6.		
7.		
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12.		
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19.		
20.		
21.		

Each Notice so served upon each member, all having been done by me on this date 6/19/99.

Attest: *P.O. [Signature]* 542
Policemen of the City of
Danbury

RETURN OF SERVICE

By virtue of the within warning, I have served Notice on each of the members of the Common Council of the City of Danbury, of the Special Meeting of said Board, each Notice duly signed by the Mayor and City Clerk, by leaving such written Notice with each of the following members of said Common Council, to-wit:

NAME

TIME

1. P.O. [Signature] (Martin Moore) 1410 6/19/99
28 Ninth Ave
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____
20. _____
21. _____

Each Notice so served upon each member, all having been done by me on this date 6/19/99.

Attest: P.O. [Signature] 542
Policemen of the City of
Danbury

RETURN OF SERVICE

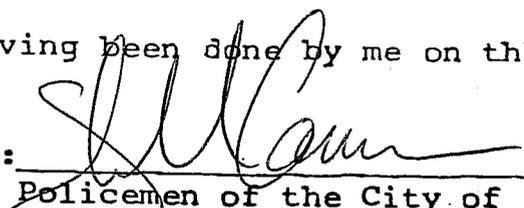
By virtue of the within warning, I have served Notice on each of the members of the Common Council of the City of Danbury, of the Special Meeting of said Board, each Notice duly signed by the Mayor and City Clerk, by leaving such written Notice with each of the following members of said Common Council, to-wit:

NAME

TIME

- 1. CHRISTOPHER SETARO 1330
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____
- 9. _____
- 10. _____
- 11. _____
- 12. _____
- 13. _____
- 14. _____
- 15. _____
- 16. _____
- 17. _____
- 18. _____
- 19. _____
- 20. _____
- 21. _____

Each Notice so served upon each member, all having been done by me on this date 6-18-99.

Attest: 
Policemen of the City of
Danbury

RETURN OF SERVICE

By virtue of the within warning, I have served Notice on each of the members of the Common Council of the City of Danbury, of the Special Meeting of said Board, each Notice duly signed by the Mayor and City Clerk, by leaving such written Notice with each of the following members of said Common Council, to-wit:

NAME

TIME

- | | <u>NAME</u> | <u>TIME</u> |
|-----|----------------------|-------------|
| 1. | Baynton 26 McDermott | 1130 |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |
| 6. | | |
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| 12. | | |
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| 18. | | |
| 19. | | |
| 20. | | |
| 21. | | |

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

Attest: _____
Policemen of the City of
Danbury

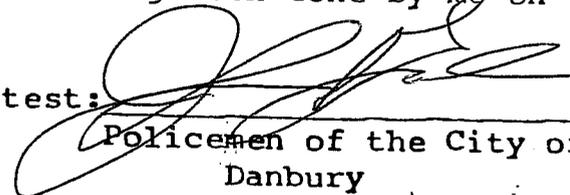
06/18/99

RETURN OF SERVICE

By virtue of the within warning, I have served Notice on each of the members of the Common Council of the City of Danbury, of the Special Meeting of said Board, each Notice duly signed by the Mayor and City Clerk, by leaving such written Notice with each of the following members of said Common Council, to-wit:

	<u>NAME</u>	<u>TIME</u>
1.	BASSO, Pauline R. x Pauline Basso	10:39
2.	Charles, Louis T. X-	10:43
3.	Louis T. Charles, Jr	
3A.	SHULER, Connie E x Connie Shuler	10:52
5.		
6.		
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21.		

Each Notice so served upon each member, all having been done by me on this date 06/18/99.

Attest: 
Police Officer of the City of Danbury

RETURN OF SERVICE

By virtue of the within warning, I have served Notice on each of the members of the Common Council of the City of Danbury, of the Special Meeting of said Board, each Notice duly signed by the Mayor and City Clerk, by leaving such written Notice with each of the following members of said Common Council, to-wit:

NAME

TIME

- | <u>NAME</u> | <u>TIME</u> |
|--------------------------------|---------------------------------|
| 1. <u>Emile G. Buzard</u> | <u>1030</u> <u>Payroll #498</u> |
| 2. <u>Dean F. Esposito</u> | <u>1040</u> <u>Payroll #498</u> |
| 3. <u>Vittorio D. Marchese</u> | <u>1045</u> <u>Payroll #498</u> |
| 4. <u>Matthew Gallagher</u> | <u>1050</u> <u>Payroll #498</u> |
| 5. _____ | _____ |
| 6. _____ | _____ |
| 7. _____ | _____ |
| 8. _____ | _____ |
| 9. _____ | _____ |
| 10. _____ | _____ |
| 11. _____ | _____ |
| 12. _____ | _____ |
| 13. _____ | _____ |
| 14. _____ | _____ |
| 15. _____ | _____ |
| 16. _____ | _____ |
| 17. _____ | _____ |
| 18. _____ | _____ |
| 19. _____ | _____ |
| 20. _____ | _____ |
| 21. _____ | _____ |

Each Notice so served upon each member, all having been done by me on this date 06/18/99.

Attest: Payroll #498
Policemen of the City of
Danbury

RETURN OF SERVICE

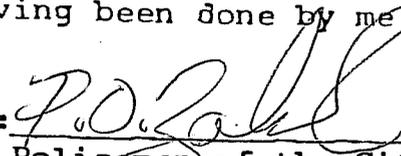
By virtue of the within warning, I have served Notice on each of the members of the Common Council of the City of Danbury, of the Special Meeting of said Board, each Notice duly signed by the Mayor and City Clerk, by leaving such written Notice with each of the following members of said Common Council, to-wit:

NAME

TIME

- | <u>NAME</u> | <u>TIME</u> |
|---|-------------|
| 1. Helena M ARRANTES not home | 10:05 |
| 2. Paul E McAllister JR Dan. McAllister | 10:17 |
| 3. MARY SARACINO Mary Saracino | 10:28 |
| 4. Thomas J ARCOATI Sally Arcanti | 10:35 |
| 5. MARY M. SMITH | 10:40 |
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| 19. | |
| 20. | |
| 21. | |

Each Notice so served upon each member, all having been done by me on this date 6-19-99.

Attest: 
Policemen of the City of
Danbury