

COMMON COUNCIL MEETING – October 3, 2000

Meeting will be called to order at 7:30 P.M.

**PLEDGE OF ALLEGIANCE
PRAYER**

ROLL CALL

Levy, Scalzo, McAllister, Smith, Saadi, Buzaid, Dean Esposito, Machado, ✓
Shuler, Coco, Arconti, John Esposito, Abrantes, Pascuzzi, Basso,
Furtado, ✓ Gallagher, Gogliettino, Michael Moore, Martin Moore, Saracino

19 PRESENT 2 ABSENT

PUBLIC SPEAKING

MINUTES – Minutes of the Common Council Meeting held September 6th

CONSENT CALENDAR

1 – ORDINANCES – Panhandling, Truck Parking, General Penalty and Citations

2 – RESOLUTION – Connecticut Department of Mental Health and Addiction Services General Assistance Behavioral Health Program – Provision of Medical Services Provider Agreement

3 – RESOLUTION – Local Capital Improvement Program

4 – RESOLUTION – Meserve Memorial Foundation

5 – RESOLUTION – Husky Outreach Funds

6 – RESOLUTION – Hawthorne Cove Road

7 – COMMUNICATION – Reappointments to the Commission on Aging

8 – COMMUNICATION – Donations – DARE

9 – COMMUNICATION – Reappropriation of Donated Funds

10 – COMMUNICATION – Special Services Account – Fire Department

11 – COMMUNICATION – Request for Funds for Mobil Mammography

12 – COMMUNICATION – Water Fund Fund Balance

13 – COMMUNICATION – Easement Agreement (Sidewalk) White Street

14 – COMMUNICATION – Request for Sewer Extension – 60 Forest Ave

15 – COMMUNICATION – Request for Sewers – Briar Ridge Road Rolfs Drive, Greta Drive and Cel Bret Drive

16 – COMMUNICATION – The Maples, Special Exception #543

17 – REPORT – Drainage Problem on Great Plain Road

18 – REPORT – America's Children Request

19 – PROGRESS REPORT – Consolidation of Wooster Hose Company and Citizens Hose Company

20 – DEPARTMENT REPORTS – Police Chief, Fire Chief, Fire Marshall, Health and Housing, Public Works, Elderly Services, Welfare

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



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

OFFICE OF THE CORPORATION COUNSEL

September 25, 2000

PLEASE REPLY TO:

DANBURY, CT 06810

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

Re: City of Danbury Ordinances
Panhandling (Sec. 12-12)
Truck Parking (Sec. 19-34.1)
General Penalty (Sec. 1-7)
Citations (Sec. 12-34)

Dear Mayor and Council:

The attached ordinance amendments propose to more effectively enable sensible and prompt enforcement of violations of our municipal ordinances:

The proposed amendments to Sections 12-12, 19-34.1 and 1-7 involve either the inclusion of specific fine amounts, or an adjustment of fine amounts in order that the Police Department can have guidelines with which to undertake enforcement.

The proposed amendment to Code Section 12-34 (originally on the agenda in September but withdrawn), includes Sections 12-12 and 19-34.1 in the list of ordinances subject to the citation enforcement procedure.

Please consider these four (4) proposals in the usual fashion.

Very truly yours,

Laszlo L. Pinter
Assistant Corporation Counsel

Attachments

cc: Eric L. Gottschalk, Corporation Counsel
Robert Paquette, Police Chief
Deputy Chief Mark Rosato
Kevin Barry, Mayoral Assistant

amends





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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

OFFICE OF THE CORPORATION COUNSEL

September 22, 2000

PLEASE REPLY TO:

DANBURY, CT 06810

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

Re: Connecticut Department of Mental Health and Addiction Services
General Assistance Behavioral Health Program – Provision of Medical Services
Provider Agreement.

Dear Mayor and Council:

The attached resolution permits the City of Danbury to enter into a service agreement with the State of Connecticut Department of Mental Health and Addiction Services (DMHAS) General Assistance Behavioral Health Program (GABHP). The service agreement will allow the City to receive reimbursement for services, which the City provides to recipients of General Assistance.

This replaces the current agreement for these services. In the event you have any questions, please do not hesitate to call.

Very truly yours,

Laszlo L. Pinter
Assistant Corporation Counsel

Attachments

cc: Dominic A. Setaro, Jr. Director of Finance
William Campbell, Director of Health

Llp/provider



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 Department of Mental Health and Addiction Services General Assistance Behavioral Health Program funds programs of general welfare assistance; and

WHEREAS, the City of Danbury, pursuant to a current provider agreement with said Department, provides welfare services to recipients of general welfare assistance; and

WHEREAS, said provider agreement permits the City of Danbury to receive reimbursement from the said Department for such services; and

WHEREAS, the parties are desirous of entering into a new, two year provider services agreement from October 1, 2000 through September 30, 2002 for the purposes of the program;

NOW, THEREFORE, BE IT RESOLVED THAT Gene F. Eriquez, Mayor of the City of Danbury and/or Dominic A. Setaro, Jr., its Director of Finance, or their designees, be and are hereby authorized to enter into and amend contractual instruments with the Department of Mental Health and Addiction Services of the State of Connecticut as are necessary in order to effectuate the purposes hereof.



STATE OF CONNECTICUT
DEPARTMENT OF MENTAL HEALTH AND ADDICTION SERVICES

IMPORTANT NOTICE

September 8, 2000

RECEIVED

SEP 15 2000

Dear GABHP Provider:

CITY OF DANBURY EMS

Enclosed please find a new Provider Agreement governing your participation in the Department of Mental Health and Addiction Services' (DMHAS) General Assistance Behavioral Health Program (GABHP). **Your current agreement expires on September 30, 2000. In order to continue your participation as a provider under the GABHP you must have a fully executed contract with DMHAS by September 30, 2000.** Failure to do so will render you unable to receive reimbursement for services provided to GA recipients.

Carefully review the information contained in your provider agreement. Keep in mind that the services that appear in your agreement are listed by the location that has been credentialed to offer the specific levels of care associated with each service address. Credentialing is not transferable from one location to another. If the information that appears in the enclosed provider agreement is incongruent with your records, please contact Felix Borges, MSW, LADC in the Managed Care Unit prior to signing and returning your agreement. He may be reached at 860-418-6829 and can help you with any questions regarding this process. Thank you for your attention to this important matter.

Sincerely,

Karen DuBois-Walton, Ph.D.
Director of Managed Care

Xc: Thomas A. Kirk, Jr. Commissioner
Arthur C. Evans, Ph.D., Deputy Commissioner
Paul J. Di Leo

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**CONNECTICUT DEPARTMENT OF MENTAL
HEALTH AND ADDICTION SERVICES
GENERAL ASSISTANCE
BEHAVIORAL HEALTH PROGRAM**

PROVIDER AGREEMENT

The State of Connecticut Department of Mental Health and Addiction Services (hereinafter the "Department"), the State Agency administering the General Assistance (GA) Behavioral Health Program to eligible recipients of State Administered General Assistance or General Assistance pursuant to Conn. Gen. Stat. §17a-453a, agrees that

City of Danbury Inc

Fein: 066001868

(hereinafter the "Provider") is authorized to participate as a provider of services and/or materials in the said GA Behavioral Health Program.

In return, the Provider agrees to provide persons eligible for participation in the DMHAS Behavioral Health Program, all medical services and/or materials available to such persons. The Provider further agrees to the following:

1. **Regulations:** The Provider will comply with any and all applicable regulations policies and procedures adopted by the Department pursuant to Conn. Gen. Stat. §17a-453a, et. seq, and any other applicable laws.
2. **Service Provision:** The Provider will give services, medications, goods or products in accordance with service necessity and within the amount, duration and scope of the Department's GA Behavioral Health Program to eligible recipients in accordance with the Provider's qualifications and direction from the Department relative to prior authorization and utilization management while adhering to professional standards governing medical care and services. Below are the levels of care applicable to the Provider location(s) for the provision of behavioral health services to General Assistance clients:

City of Danbury Inc
155 Deer Hill Ave
Danbury, CT 06810

Trans

Transportation Services

3. **Subcontractors:** The Provider shall not enter into any subcontract for any portion of the services covered by this Agreement without the written consent of this Department. The Provider shall be responsible for the performance of any subcontractor and shall furnish the Department, upon request, with copies of all subcontracts in which services covered by this agreement are performed. Said subcontracts shall include a provision that the subcontractor will comply with all requirements of this agreement.
4. **Provider Information:** The Provider will furnish all information requested by the Department specified in this Provider Agreement as well as on the application form and, further, will notify the Department in writing of all material or substantial changes in information contained on the application given to the Department by the Provider.
5. **Credentialing:** The Provider will comply with all Department credentialing and recredentialing standards and all related notification requirements on an on-going basis. The Provider shall only provide those services for which it has been credentialed.

6. **Claims/Reimbursement:** The Provider agrees to the following terms and conditions:
 - A. That claims will be submitted as directed by the Department or its designated agent;
 - B. That the reimbursement which is established by the Department is the complete payment in full for service(s), goods, or product(s) delivered to eligible clients, and;
 - C. That the reimbursement amount from the Department, except for third party liability, represents the sole and complete payment in full.
7. **Recoupment:** The Department may, in order to recover payments obtained by the Provider as a result of error, abuse or fraud, withhold or adjust any payment currently due the Provider by the Department.
8. **Third Party Liability:** The Provider will exhaust recipient's medical insurance resources prior to submitting claims for reimbursement; will report third party payment; and will assist in identifying other possible sources of third party liability, which may have a legal obligation to pay all or part of the cost of services rendered.
9. **Fiscal and Medical Records:** The Provider will maintain fiscal and medical records which fully disclose services and goods rendered and/or delivered to eligible recipients provided pursuant to this Agreement for the greater of: (1) the time required by applicable federal or state law; or, (2) a period of not less than three years from the date of expiration of this Agreement. Provider's obligations to retain records and provide information hereunder shall survive termination or expiration of this Agreement.
10. **Clinical Information:** The Provider agrees to provide the Department or its authorized representative (s) access at all times to the clinical information, books, records, financial statements and papers of Provider relating to:
 - A. Treatment or services provided to any recipient;
 - B. The cost of such treatment or services provided to any recipient;
 - C. The cost to the Provider of such treatment or services;
 - D. Payments received from recipients or others on their behalf;
 - E. The financial condition of Provider;
 - F. Any other information required by the Department.
 - G. Provider agrees to furnish discharge information on each specific client discharged from care in a form and manner determined by the Department.
11. **Record Confidentiality:** The obligations set forth in this Agreement shall be subject to applicable state and federal law pertaining to the confidentiality of medical, HIV, mental health or substance abuse records and shall survive termination of this Agreement. Provider shall be responsible for obtaining any necessary consent to release such records.
12. **Notification of Termination:** This Provider Agreement may be terminated by mutual consent or by either the Department or the Provider upon giving a thirty (30) day written notification or as otherwise required by law and regulation.
13. **Recipient Health and Welfare:** In the event the health or welfare of the service recipients is endangered, the Department may cancel this Agreement without notice and take any immediate

action it deems appropriate to protect the health and welfare of service recipients.

14. **Transition after Termination or Expiration of Agreement:** In the event of termination of this Agreement, the rights of each party hereunder shall cease except that the Provider shall continue to render services to recipients who are under a course of treatment until provision has been made for the reassignment of such recipients to another Provider for further treatment. Provider's obligations to continue care are only for the course of treatment that the recipient was under at the time of termination. Provider understands and agrees that, following any such termination, Provider shall be paid as set forth in the Department's reimbursement schedule.
15. **Assignment:** The rights, obligations, and privileges of this Agreement may not be assigned, delegated or transferred without the written consent of the Department.
16. **Loss of License:** If at any time during the term of this Agreement the Provider incurs loss of license by the State, if applicable, or State approval as a Medicaid Provider, or any limitation, suspension or revocation of licenses, such loss shall be reported to the Department. Such loss shall be grounds for termination of this Agreement.
17. **Choice of Law and Choice of Forum:** The Provider agrees to be bound by the law of the State of Connecticut and agrees that this Agreement shall be construed and interpreted in accordance with Connecticut law.
18. **Inspection of Work Performed:** The Department or its authorized representative shall at all times have the right to enter into the Provider's premises, or such other places where duties under the Agreement are being performed, to inspect, to monitor or to evaluate the work being performed. The Provider and all subcontractors must provide all reasonable facilities and assistance for Department Representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay work. The Provider shall disclose information on clients, applicants and their families as requested unless otherwise prohibited by federal or state law. Written evaluations pursuant to this section shall be made available to the Provider.
19. **Amendments:** The Department may amend this Agreement by giving Provider prior written notice setting forth the terms of the proposed amendment. Provider shall then have thirty (30) days from the receipt of the Department's notice to reject the proposed amendment by written notice of rejection to the Department. If the Department does not receive such written notice of rejection within that thirty (30) day period, the proposed amendment shall be deemed accepted by and shall be binding upon Provider, effective as of the end of that thirty (30) day period. If Provider does so reject a proposed amendment, the Department in its discretion may elect to terminate this Agreement by written notice as of the end of such thirty (30) day period.
20. **Breach Waiver:** A waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or different provision.
21. **Suspension or Debarment:** Signature on this Agreement certifies the Provider or any person (including subcontractors) involved in the administration of Federal or State funds:
 - A. Has not within a three year period preceding the agreement been convicted or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in performing a public transaction or Agreement (local, state or federal) or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - B. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the above offenses;
 - C. Has not within a three year period preceding this agreement had one or more public transactions terminated for cause or fault.

22. **Litigation:** The Provider shall provide written notice to the Department of any litigation that relates to the services directly or indirectly financed under this Agreement or that has the potential to impair the ability of the Provider to fulfill the terms and conditions of this Agreement, including, but not limited to, financial, legal or any other situation which may prevent the Provider from meeting its obligations under this Agreement.

The Provider shall provide written notice to the Department of any final decision by any tribunal or state or federal agency or court which is adverse to the Provider or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against the Provider or its employee or agent under the Americans with Disabilities Act of 1990, Executive Orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other provisions of federal or state law concerning equal employment opportunities or nondiscriminatory practices.

23. **Validity of Agreement:** In the event any provision of this Agreement is held to be invalid, illegal, or unenforceable for any reason and in any respect, such invalidity, illegality, or unenforceability shall in no way affect, prejudice or disturb the validity of the remainder of the Agreement, which shall be in full force and effect, and enforceable in accordance with its terms.
24. **Indemnification:** The Provider shall be responsible for the quality of care rendered by the Provider to recipients and shall hold harmless, indemnify and defend the Department and its employees from any litigation costs, claims, judgments, liability and damages resulting from the medical care rendered by Provider to recipients under this Agreement, including any legal fees.
25. **Licensed Coverage:** The Provider agrees to obtain approval from the Department in advance in the event that Provider has to arrange for a similarly licensed and clinically appropriate behavioral health provider to cover his or her practice. The Provider shall ensure that the covering provider understands and agrees that he or she is subject to and must follow all of Provider's obligations as specified in this Agreement.
26. **Non-Discrimination Regarding Sexual Orientation:** Unless otherwise provided by Conn. Gen. Stat. §46a-81p, the contractor agrees to the following provisions required pursuant to §4a-60a of the Conn. Gen. Stat.:
- A. (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representatives of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to §46a-56 of the Conn. Gen. Stat.; (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of the contractor which relate to provisions of this section and §46a-56 of the Conn. Gen. Stat.
- B. The contractor shall include the provisions of subsection (A) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including

sanctions for noncompliance in accordance with §46a-56 of the Conn. Gen. Stat. provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

27. **Executive Orders No. 3 & 17:** This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that the contractor will not discriminate in employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner. This contract is also subject to provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

28. **Executive Order No. 16:** This Agreement is subject to Executive Order No. 16 of John G. Rowland promulgated August 4, 1999 and, as such, this Agreement may be cancelled, terminated or suspended by the State for violation of or non-compliance with said Executive Order No. 16. The parties to this Agreement, as part of the consideration hereof, agree that:

- A. The contractor shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon or dangerous instrument as defined in B.
- B. Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon.

Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury.

- C. The Contractor shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing or threatening to cause, physical injury, or death to any individual in the state work site.
- D. The Contractor shall adopt the above prohibitions as work rules, violation of which shall subject the employee to disciplinary action up to and including discharge. The Contractor shall insure that all employees are aware of such work rules.

- E. The Contractor agrees that any subcontract it enters into in the furtherance of the work to be performed hereunder shall contain the provisions A. through D.

29. **Nondiscrimination and Affirmative Action Provisions in Contracts of the State and Political Subdivisions Other Than Municipalities:** The contractor agrees to comply with provisions of section 4a-60 of the Connecticut General Statutes:

- (a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions: (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission of Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56. If the contract is a public works Agreement, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
- (b) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of capital stock, if any, or assets of which is owned by a person or persons; (1) who are active in the daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "good faith efforts" shall include, but not be limited, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.
- (c) Determinations of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative action advertising; recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

- (d) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- (e) The contractor shall include the provisions of subsection (A) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provision shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

30. **Americans with Disabilities Act of 1990:** This clause applies to those contractors which are or will come to be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 (42 U.S.C. §§12101-12189 and §§12201-12213) (Supp. 1998); 47 U.S.C. §§225, 611 (Supp. 1998). During the term of the contract, the contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The contractor warrants that it will hold the state harmless from any liability which may be imposed upon the state as a result of any failure of the contractor to be in compliance with this Act.

Where applicable, the contractor agrees to abide by the provisions of section 504 of the Federal Rehabilitation Act of 1973, as amended, 29 U.S.C. §794 (Supp. 1998), regarding access to programs and facilities by people with disabilities.

31. **Term of Contract:** Upon execution, this contract is effective as of _____. This contract expires on September 30, 2002, unless terminated earlier pursuant to this agreement.

SEPTEMBER 30,
2000

ACCEPTANCE AND APPROVALS:

By the Provider:

Provider (Corporate/Legal Name of Provider)

Signature (Authorized Official)

Date

Documentation necessary to demonstrate the authorization to sign must be attached.

↖ CITY OF
DANBURY
OFFICIAL

(Typed Name of Authorized Official)

Title

By the Department of Mental Health and Addiction Services:

Signature (Authorized Official)

Date

(Typed Name of Authorized Official)

Title

By the Office of the Attorney General:

Attorney General (approved as to form)

Date

[X] This contract does not require the signature of the Attorney General pursuant to an agreement between The Department and the Office of the Attorney General, dated July 7, 2000



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 Department of Mental Health and Addiction Services General Assistance Behavioral Health Program funds programs of general welfare assistance; and

WHEREAS, the City of Danbury, pursuant to a current provider agreement with said Department, provides welfare services to recipients of general welfare assistance; and

WHEREAS, said provider agreement permits the City of Danbury to receive reimbursement from the said Department for such services; and

WHEREAS, the parties are desirous of entering into a new, two year provider services agreement from October 1, 2000 through September 30, 2002 for the purposes of the program;

NOW, THEREFORE, BE IT RESOLVED THAT Gene F. Eriquez, Mayor of the City of Danbury and/or Dominic A. Setaro, Jr., its Director of Finance, or their designees, be and are hereby authorized to enter into and amend contractual instruments with the Department of Mental Health and Addiction Services of the State of Connecticut as are necessary in order to effectuate the purposes hereof.



3

CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

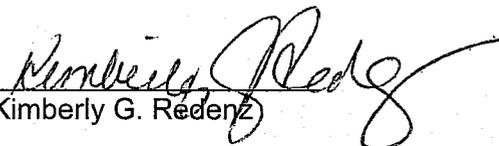
DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

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

MEMORANDUM

TO: Hon. Gene F. Eriquez via the Common Council
FROM: Kimberly G. Redenz, Assistant Director of Finance
RE: LOCAL CAPITAL IMPROVEMENT PROGRAM
DATE: September 26, 2000
CC: Dominic A. Setaro, Jr.

The City of Danbury will be applying for additional funds in the amount of \$3,500.00 to cover the remaining cost of the new generator at Fire Headquarters. Attached is the resolution to make application for these funds. Please place this item, along with the attached resolution, on the October Common Council agenda for its approval.


Kimberly G. Redenz

KGR/jgb

Attach.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the City of Danbury is eligible to make application for State grant funds through the Office of Policy and Management under the Local Capital Improvement Program (LoCIP) for local programs within the meaning of Section 7-536(a)(4) of the General Statutes of the State of Connecticut; and

WHEREAS, the City of Danbury desires to make application for a State grant in the amount of \$3,500.00 to cover the balance of replacing the generator at Fire Headquarters; and

WHEREAS, said project is consistent with the City of Danbury's capital improvement program authorized for a five year period by the Danbury Planning Commission February 3, 1999 and February 6, 2000; and

WHEREAS, the City will maintain detailed accounting records of said project and make them available to the Office of Policy and Management of the State of Connecticut upon request; and

WHEREAS, the Common Council hereby approves said project and its financing; and

WHEREAS, the City of Danbury has received no prior local capital improvements grants under Connecticut General Statutes Section 7-536(a)(4) except for completed and reimbursed project numbers:

Projects-Completed/Reimbursed

034-88-010	City Hall Roof Replacement	\$ 65,311.00
034-88-020	Replace Tanks/Boilers - City Bldgs	220,875.00
034-89-010	Replace Cross Street Bridge	35,775.00
034-89-020	Repair/Replace Roofs - City Bldgs	176,700.00
034-89-030	Water Services - Tarrywile	123,668.23
034-89-050	Rebuild/Repave Highways	83,617.00
034-89-070	Replace Cross Street Bridge	234,245.00
034-90-010	Rebuild/Repave Highways	59,945.00
034-90-020	Downtown Green Design	35,000.00
034-90-040	Roof-Fire/Police Maintenance Bldgs	81,971.83
034-91-010	Rebuild/Repave Roads	517,828.42
034-92-010	Downtown Green Construction	114,999.54
034-92-020	Library Book Security System	39,807.75
034-92-030	Triangle Street Bridge	109,000.00
034-92-040	Cross Street Bridge	94,320.74
034-92-050	Rebuild/Repave Highways	143,878.00
034-93-010	Rebuild/Repave Highways	318,011.52
034-93-020	Replace Triangle Street Bridge	90,176.83
034-93-030	Replace/Renovate HVAC-City Hall	60,000.00
034-94-010	Rebuild/Repave Highways	387,682.06
034-94-020	Library Cooling Tower	25,127.00
034-94-030	Tarrywile Park Farmhouse	28,000.00
034-95-010	Rebuild/Repave Highways	449,196.95
034-95-020	Rogers Park Field Improvements	14,749.00
034-96-010	Rebuild/Repave Highways	437,352.68
034-96-020	Field Improvements- Rogers Park	19,420.30
034-97-010	Rebuild/Repave Highways	203,533.68
034-97-020	Renovation - Library Tech Center	260,000.00
034-98-010	Rebuild/Repave Highways	434,023.82
034-99-10	Renovate City Hall	440,799.00

Uncompleted Projects

034-98-020	Renovate Farm Bldg-Tarrywile Park	25,000.00
034-00-100	Part 2-Install Security System-City Hall	20,000.00
034-00-090	Boiler/Burner-Police Department	55,000.00
034-00-060	New Security System-City Hall	11,000.00
034-00-020	Roof-Community Service Center	30,000.00
034-00-030	New Generator- Fire Headquarters	34,000.00
034-00-050	Roof Replacement-Library Tech Center	40,000.00
034-00-040	Repairs-Patriot Parking Garage	35,000.00
034-00-080	Walkways/Pedestrian Bridge-Rogers Park Pond	65,000.00
034-00-070	Rebuild/Repave Highways	150,799.00

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor of the City of Danbury be and hereby is authorized to make application to the State of Connecticut under its Local Capital Improvement Program (LoCIP) in the amount of \$3,500.00 to cover the balance of replacing the generator at Fire Headquarters to execute any contracts or agreements in connection therewith, to accept payments and to do any and all things necessary to effectuate the purposes hereof.



4

CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

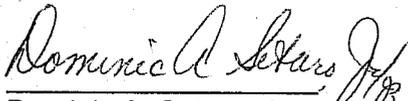
(203) 797-4652
FAX: (203) 796-1526

M E M O R A N D U M

DATE: September 25, 2000
TO: Hon Gene F. Eriquez,
via the Common Council
FROM: Dominic A. Setaro, Jr., Director of Finance
RE: **Resolution – Meserve Memorial Foundation**
CC: K. G. Redenz, L McIlrath

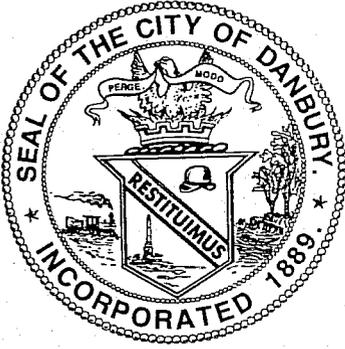
Attached for your review is a resolution that will allow the City of Danbury Department of Elderly Services to apply for and accept funding in the amount of \$4,000 from the Meserve Memorial Foundation for the purpose of obtaining furniture for the (soon to be built) Elmwood Hall. There is no local cash match.

Attached is a copy of the budget statement for your review. 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 Albert and Helen Meserve Memorial Fund awards grants to a variety of charitable and community organizations within the greater Danbury area; and

WHEREAS, the City of Danbury Department of Elderly Services is desirous of securing a grant in the amount of \$4,000.00 for the purposes of obtaining furniture for the (soon to be built) Elmwood Hall; and

WHEREAS, no local cash match is required;

NOW, THEREFORE, BE IT RESOLVED THAT Gene F. Eriquez, Mayor of the City of Danbury, be and is hereby authorized to execute such documents as are necessary in order to effectuate the purposes hereof.



The Albert Wadsworth & Helen Clark
Meserve Memorial Fund

A private foundation serving the Greater Danbury area

August 29, 2000

Mr. Leo McIlrath
Danbury Senior Center
80 Main Street
Danbury, CT 06810

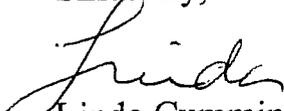
Dear Leo:

Thank you for your interest in the Albert & Helen Meserve Memorial Fund. The Fund will only award grants to 501 (c) (3) organizations with programs that have a focus on one or more of the following towns: Bethel, Bridgewater, Brookfield, Danbury, New Fairfield, New Milford, Newtown, Redding, Ridgefield and Sherman.

Enclosed please find additional information about the Meserve Memorial Fund, including a grant guidelines sheet. I have also enclosed a Request for Information sheet that is **required** to be returned should you apply. The next deadline for applications is **October 2, 2000**. This deadline is in preparation for an October 2000 Meserve Distribution Committee meeting. The Fairfield County Foundation administers the Meserve Memorial Fund. Please mail your application to my attention at: Fairfield County Foundation, 523 Danbury Road, Wilton, CT 06897.

If you have questions after you have received the enclosed materials, please feel free to contact me at **(203) 834-9393**.

Sincerely,


Linda Cummins

Enclosures

Meserve Memorial Fund

A private foundation serving the Greater Danbury area

Information for Grant Applications

Thank you for your interest in the Meserve Memorial Fund, a private foundation that supports a wide range of public, charitable, and educational projects and organizations that have an impact on the Greater Danbury area. The following guidelines are intended to assist you in preparing your request for funds. We do not use grant application forms. However, there is specific information that your application should contain:

- a cover letter transmitted on the organization's letterhead (please include telephone number) signed by its chief executive officer on behalf of its governing body;
- a one-page summary of the proposal, including at least the amount requested, total project budget, specific grant purpose, and anticipated end results of the effort;
- the main body (not exceeding 15 pages) plus attachments.

Proposals should generally address the following subjects:

1. The amount requested.
2. What the need or problem is that will be met by the actions for which funds are requested. Include, if possible, a discussion of similar programs and their performance.
3. How that need will be met or the problem addressed by the specific statement of program objectives.
4. A statement of which specific population groups would benefit from the proposed program or project. Please include demographic and geographic information.
5. A brief timetable or conduct of the program including the most desirable start and termination dates of grant.
6. Names, qualifications and experience of persons who will be primarily responsible for implementation of the program. If they are to have other duties as well, spell out the approximate portion of their time committed to this project.
7. Why your organization is the logical one to carry out the project. You may wish to provide a brief background sketch of your agency.
8. A list of the organization's board members and their affiliations when appropriate.
9. A statement of how and when the success of the program will be measured.
10. A detailed budget of the proposed program.
11. If this is not the only funding source being approached, names of other sources contacted. (This is for informational purposes only and should not be interpreted to mean that aid from other sources is discouraged; in fact, participation of other donors is encouraged.)
12. Plans for securing financial support of the program after the proposed funding is completed (assuming the program is to be of an ongoing nature). Please be very specific.

Additional organizational information requested:

- the most recent audited financial statement;
- a current operating statement (financial data available for the year to date);
- current overall organizational budget;
- written evidence of current tax-exempt status.

The Meserve Memorial Fund makes grants twice a year; deadlines for the two grant periods are April 1 and October 1. Please send your application to Fairfield County Foundation, at the address listed below.

When your proposal arrives, we will acknowledge it, so that you know it is here and being studied. You may not hear from us for three or four weeks following the receipt of acknowledgment. Following that interval, please feel free to call us at (203) 834-9393 for information as to the status of your request.

Meserve Foundation Grant Request

Budget for Department of Elderly Services Request:

Copy Machine - \$3500.00

Fax Machine - 500.00

Total Request: \$4000.00



CITY OF DANBURY

DANBURY, CONNECTICUT 06810

DEPARTMENT OF ELDERLY SERVICES

COMMISSION ON AGING

Danbury Senior Center

80 Main Street
(203) 797-4686

Municipal Agent

80 Main Street
(203) 797-4687

Meserve Memorial Fund
523 Danbury Road
Wilton, CT 06897

ATTN: Linda Cummins

September 18, 2000

Dear Ms. Cummins,

The Department of Elderly Services/ City of Danbury, respectfully submits the enclosed grant to the Meserve Memorial Fund for the purpose of securing office furniture for our proposed facility – Elmwood Hall – that is now, about to be built, for the Senior Citizens of our area.

This request is for \$4,000 and would include the purchase of a copier and a fax machine for the new facility.

There are more than 10,000 Senior Citizens (sixty plus) in Danbury, alone, and they represent the more than 47 different language groups within the cities' borders. Elmwood Hall should be started very soon and the timetable for the project should be completed by the spring of 2001. Furnishings would need to be in place by that time.

People who will bear the responsibility for programs, activities and services at this center are the following:

Executive Director: Leo McIlrath – responsible for overseeing the development and daily operation of the department, including the administration of the facility and the staff.

Municipal Agent for the Elderly: Margaret Emerito – coordinates the benefits counseling and the outreach services, including the “renters rebate” and “fuel assistance” programs. There are two service assistants.

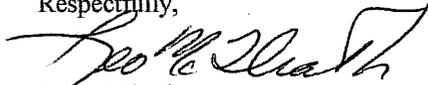
Senior Center Coordinator: Fran Hendrickson – coordinates the daily activities (list enclosed) as well as the volunteer program. There are two program assistants.

SeniorNet Coordinator: Jack Scully – oversees the SeniorNet computer division of the department which, with the assistance of 70 volunteer instructors and coaches, has guided over 300 senior citizens through eight-week classes on PC's and/or the Internet.

Additional information, pertinent to this request, is enclosed in the supporting sections, below.

My staff and I are most grateful to you and to the Albert Wadsworth & Helen Clark Meserve Memorial Fund , as well as to all of those involved in the administration of this most charitable entity. We wish you much continued success in all of your future efforts.

Respectfully,



Leo McIlrath



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Albert and Helen Meserve Memorial Fund awards grants to a variety of charitable and community organizations within the greater Danbury area; and

WHEREAS, the City of Danbury Department of Elderly Services is desirous of securing a grant in the amount of \$4,000.00 for the purposes of obtaining furniture for the (soon to be built) Elmwood Hall; and

WHEREAS, no local cash match is required;

NOW, THEREFORE, BE IT RESOLVED THAT Gene F. Eriquez, Mayor of the City of Danbury, be and is hereby authorized to execute such documents as are necessary in order to effectuate the purposes hereof.



5

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 – HUSKY OUTREACH FUNDS
DATE: 09/19/00
CC: K. REDENZ, M. BONJOUR

Attached for your review is a resolution that will allow the City of Danbury's Health and Housing Department to apply for and to accept additional funding from the Connecticut Association of School Based Health Centers to facilitate and conduct outreach to target populations. This Grant in the amount of \$1,536.00 will be for the time-period July 1, 2000 through September 30, 2000. No local match is required. The association will allow the City to back bill for all expenses since they did not notify the Health Department until late August.

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 Connecticut Association of School Based Health Centers, through the Connecticut State Department of Social Services, is making additional funds available for local school based health centers to extend outreach to target populations; and

WHEREAS, the Danbury School Based Health Center, through the Danbury Health and Housing Department, is desirous of using these funds to conduct such a program for the Danbury High School, the Alternative Center for Education and the Middle Schools; and

WHEREAS, the Association is prepared to commit One Thousand Five Hundred and Thirty Six (\$1,536.00) Dollars to the Danbury Program for the period July 1, 2000 through September 30, 2000; and

WHEREAS, no local match is required.

NOW, THEREFORE, BE IT RESOLVED THAT Mayor Gene F. Eriquez, or his designee in the City of Danbury Health and Housing Department, be and hereby is authorized to apply for and to accept such funding and to execute such documents as may be required for the purposes thereof.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Connecticut Association of School Based Health Centers, through the Connecticut State Department of Social Services, is making additional funds available for local school based health centers to extend outreach to target populations; and

WHEREAS, the Danbury School Based Health Center, through the Danbury Health and Housing Department, is desirous of using these funds to conduct such a program for the Danbury High School, the Alternative Center for Education and the Middle Schools; and

WHEREAS, the Association is prepared to commit One Thousand Five Hundred and Thirty Six (\$1,536.00) Dollars to the Danbury Program for the period July 1, 2000 through September 30, 2000; and

WHEREAS, no local match is required.

NOW, THEREFORE, BE IT RESOLVED THAT Mayor Gene F. Eriquez, or his designee in the City of Danbury Health and Housing Department, be and hereby is authorized to apply for and to accept such funding and to execute such documents as may be required for the purposes thereof.



6

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

OFFICE OF THE CORPORATION COUNSEL

PLEASE REPLY TO:

September 27, 2000

DANBURY, CT 06810

Honorable Mayor Gene F. Eriquez
Honorable Common Council Members
City Hall
155 Deer Hill Avenue
Danbury, Connecticut 06810

Re: Hawthorne Cove Road

Dear Mayor and Council Members:

In 1998 the Common Council considered the acceptance and improvement of Hawthorne Cove Road. The Committee report of July 7, 1998 reviewed the issues in detail and was forwarded to the Planning Commission at the September 1998 meeting. At the October 1998 meeting the Council received a positive report from the Commission and voted to accept the road.

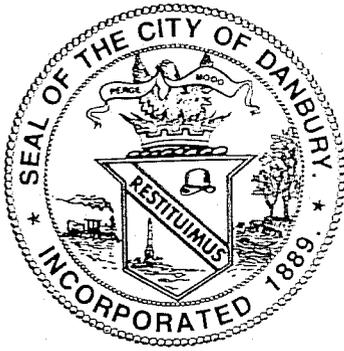
In the intervening months plans for the improvement of Hawthorne Cove Road have been prepared by the Engineering Department. However, during this time the Hawthorne Cove Property Owner's Association, Inc. has raised questions about the status of this road and the related improvement project. Through correspondence and phone calls we believe that the Association now wishes to move forward with the improvement project. Accordingly, we have prepared a resolution for your review, which would serve to confirm the Council's intention to authorize the Hawthorne Cove Road improvement project, to be funded through the assessment methodology authorized by §2-143.1 of the Code of Ordinances.

Please consider the adoption of this resolution at your convenience. If you have any questions, please feel free to contact me.

Sincerely,

Eric L. Gottschalk
Corporation Counsel

cc: William J. Buckley, Jr., Director of Public Works
Dominic A. Setaro, Jr., Director of Finance



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, on October 6th 1998 the Common Council voted to accept Hawthorne Cove Road as a public highway; and

WHEREAS, the Common Council Committee report of July 7, 1998 clearly recommended that in addition to the acceptance of the road, the road should be improved to meet standards acceptable to the city, with final funding for the project to be derived through a combination of city funding in the amount of eighty thousand dollars (\$80,000.00) and the balance through the use of the assessment methodology as authorized by the Danbury Code of Ordinances; and

WHEREAS, plans and specifications for the improvement of Hawthorne Cove Road have now been prepared by the public works department; and

WHEREAS, in order to proceed with said project it is necessary to acquire interests in and to real property as hereinafter set forth; and

WHEREAS, eminent domain proceedings will be necessary if the City of Danbury cannot agree with the property owners hereinafter named upon the amount, if any, to be paid for the interests to be so acquired;

NOW, THEREFORE, BE IT RESOLVED THAT, the approval of the aforesaid road improvement project is hereby confirmed and that the Corporation Counsel of the City of Danbury is hereby authorized to acquire certain Drainage Easements and Grading Rights from the affected property owners on or before April 1, 2001, either by negotiation or by eminent domain through the institution of suits against said property owners, their successors and assigns and their mortgage holders and encumbrancers, if any. Legal descriptions of the easement areas to be acquired are attached hereto and incorporated herein as Exhibits A through F.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, on October 6th 1998 the Common Council voted to accept Hawthorne Cove Road as a public highway; and

WHEREAS, the Common Council Committee report of July 7, 1998 clearly recommended that in addition to the acceptance of the road, the road should be improved to meet standards acceptable to the city, with final funding for the project to be derived through a combination of city funding in the amount of eighty thousand dollars (\$80,000.00) and the balance through the use of the assessment methodology as authorized by the Danbury Code of Ordinances; and

WHEREAS, plans and specifications for the improvement of Hawthorne Cove Road have now been prepared by the public works department; and

WHEREAS, in order to proceed with said project it is necessary to acquire interests in and to real property as hereinafter set forth; and

WHEREAS, eminent domain proceedings will be necessary if the City of Danbury cannot agree with the property owners hereinafter named upon the amount, if any, to be paid for the interests to be so acquired;

NOW, THEREFORE, BE IT RESOLVED THAT, the approval of the aforesaid road improvement project is hereby confirmed and that the Corporation Counsel of the City of Danbury is hereby authorized to acquire certain Drainage Easements and Grading Rights from the affected property owners on or before April 1, 2001, either by negotiation or by eminent domain through the institution of suits against said property owners, their successors and assigns and their mortgage holders and encumbrancers, if any. Legal descriptions of the easement areas to be acquired are attached hereto and incorporated herein as Exhibits A through F.

HAWTHORNE COVE PROPERTY OWNER'S ASS., INC.

**Hawthorne Cove Road
Brookfield, CT 06804**

**Carol Ryan, President
28 Shore Road
Danbury, CT 06811
203 792-1202**

September 15, 2000

City of Danbury
Mayor's Office
155 Deer Hill Avenue
Danbury, CT 06810

Honorable Mayor Eriquez:

We were advised by the City of Danbury, Corporate Counsel, dated 8-15-00 that Hawthorne Cove Road is indeed a public road and any action to block access as a public highway could be viewed as a misdemeanor violation of the Connecticut penal code.

Under protest from some of the Association members, we did remove the chain blocking off access from Hawthorne Cove Road onto Shore Road for the beginning of school allowing school buses and the public to travel on the road.

We are now wondering since Hawthorne Cove Road has been accepted as a public road since October of 1998 why it has not been repaired/patched. I was told that when the chain came down the road would be patched. Well, the chain has been down for several weeks now allowing the buses and the public use of the road and still no repair/patch. As you know, part of the reason the chain was up was the possible liability of a potential lawsuit pending a mishap due to the roads deteriorating condition.

We do not think it is wise to continue to allow the public, especially school buses, to use a road which is clearly in need of repair. Since the Association has not given over a deed to the road, there could still be liability on our part.

We are formally requesting that Hawthorne Cove Road be repaired/patched as soon as possible.

c.c. Common Council
Corporation Counsel
Engineering
Public Works Dept. (Newtown Road)

Sincerely,


Carol Ryan, President
and the
Board of Directors

EXHIBIT A

**DRAINAGE EASEMENTS – HAWTHORNE COVE ROAD
ROBERT B. BLANTIN, JR. AND DONNA BONNER**

A certain piece or parcel of land containing 199 square feet, more or less, situated in the City of Danbury, County of Fairfield and State of Connecticut at Hawthorne Cove Road bounded and described as follows:

Commencing at a point located on the westerly street line of Hawthorne Cove Road, said point being 41.24 feet northerly from the northeasterly corner of land of the Grantors and being the northeasterly corner of land herein described, thence running southerly through the land of the Grantors S. 28° 56' 38" W. a distance of 14.94 feet to a point, thence turning and running northwesterly through the land of the Grantors N. 61° 03' 22" W. a distance of 10.00 feet to a point, thence turning and running northerly through the land of the Grantors N. 28° 56' 38" E. a distance of 24.76 feet to a point on the westerly street line of Hawthorne Cove Road, thence turning and running southerly along the westerly street line of Hawthorne Cove Road S. 16° 34' 17" E. a distance of 14.02 feet to the point or place of beginning.

Bounded:

Northerly : By other land of the Grantors.

Easterly : By Hawthorne Cove Road

Southerly : By other land of the Grantors.

Westerly : By other land of the Grantors.

Together with a 10 feet wide Temporary Construction Easement along and parallel to the easterly, southerly and westerly line of the proposed drainage easement as shown on the below reference map.

For a more particular description reference is made to a map entitled "Hawthorne Cove Rd. & Shore Rd. Improvements Proposed Drainage Easement to be Acquired by The City of Danbury From Robert B. Blantin, Jr. & Donna Bonner 24 Hawthorne Cove Rd. Danbury, Ct." Scale 1" = 20' dated February 25, 2000 and certified substantially correct as a Class "A-2" survey map by Ireneo H. Despojado, P.E. & L.S. No. 12050 and which map is to be filed at the Danbury Land Records.

EXHIBIT B

**DRAINAGE EASEMENT – HAWTHORNE COVE ROAD
HAWTHORNE COVE PROPERTY OWNERS' ASSN., INC.**

A certain or parcel of land containing 3,323 square feet, more or less, situated in the City of Danbury, County of Fairfield and State of Connecticut at Hawthorne Cove Road bounded and described as follows:

Commencing at a point located on the westerly street line of Hawthorne Cove Road at the northerly intersection of Hawthorne Cove Road and Shore Road, said point being the southwesterly corner of land herein described, thence running northerly along the westerly street line of Hawthorne Cove Road N. 14° 29' 32" W. a distance of 223.11 feet to a point, thence N. 14° 29' 32" W. a distance of 20.00 feet to a point on the 440 contour on the land now or formerly of the Connecticut Light and Power Co. known as Candlewood Lake, thence turning and running southeasterly along the 440 contour line of the Candlewood Lake to a point, thence turning and running southerly through the land of the Grantor S. 14° 29' 32" E. a distance of 200.00 feet to a point, thence turning and running westerly S. 75° 30' 28" W. a distance of 15.00 feet to the point or place of beginning.

Bounded:

Northerly : By land of now or formerly of the Connecticut Light and Power Co. known as Candlewood Lake.

Westerly : By the other portion of Hawthorne Cove Road.

Southerly : By Hawthorne Cove Road and Shore Road intersection.

Westerly : By land now or formerly of Robert Gianfrancisco and by land now or formerly of Carol E. Ryan, each in part.

For a more particular description reference is made to a map entitled "Hawthorne Cove Rd. & Shore Rd. Improvements Proposed Drainage Easement To Be Acquired By The City of Danbury From Hawthorne Cove Property Owners' Assn., Inc. Hawthorne Cove Road, Danbury, Connecticut Scale 1" = 20' dated July 31, 2000" certified substantially correct as a Class "A-2" survey map by Ireneo H. Despojado, P.E. & L.S. No. 12050 and which map is to be filed at the Danbury Land Records.

EXHIBIT C

**RIGHT TO GRADE – ASSESSOR’S LOT NO. K02117
PETER IAN BARG – SHORE ROAD**

The right to grade an existing driveway and grade an area varying from 0 to 18 feet in width measured from the westerly right of way line of Shore Road and install approximately 40 ± lineal foot in length and maximum of 3 feet in height stone retaining wall along and parallel to the existing stone and concrete retaining wall at the driveway on the property of the Grantor herein. This area is more particularly shown and designated as “Proposed Grading Area” and shaded on a certain map entitled “ Map Showing Proposed Right to Grade to be Acquired by The City of Danbury From Peter Ian Barg, Robert Gianfrancisco, Carol E. Ryan and Andrew J. Lewis, Et Ux. Shore Road, Danbury, Ct.” Scale 1” = 20’ dated April 10, 2000 which Class “D” map was prepared by the Engineering Department of the City of Danbury and certified substantially correct by Ireneo H. Despojado, P.E. & L.S. No. 12050 and to be filed at the Office of the Danbury Land Records.

EXHIBIT D

**RIGHT TO GRADE – ASSESSOR’S LOT NO. K02120
ROBERT GIANFRANCISCO – SHORE ROAD**

The right to grade an area varying from 0 to 16 feet in width measured from the easterly right of way line of Shore Road on property of the Grantor herein. This area is more particularly shown and designated as “ Proposed Grading Area” and shaded on a certain map entitled “ Map Showing Proposed Right to Grade to be Acquired by The City of Danbury From Peter Ian Barg, Robert Gianfrancisco, Carol E. Ryan and Andrew J. Lewis, Et. Ux. Shore Road, Danbury Ct.” Scale 1” = 20’ dated April 10, 2000 which Class “D” map was prepared by the Engineering Department of the City of Danbury and certified substantially correct by Ireneo H. Despojado, P.E. & L.S. No. 12050 and to be filed at the Office of the Danbury land records.

EXHIBIT E

**RIGHT TO GRADE – ASSESSOR’S LOT NO. K02115
ANDREW J. LEWIS AND REBECCA S. LEWIS – SHORE ROAD**

The right to grade approximately 70 feet in length of an existing driveway and grade an area varying from 0 to 15 feet in width measured from the westerly right of way line of Shore Road on property of the Grantors herein. This area is more particularly shown and designated as “Proposed Grading Area” and shaded on a certain map entitled “ Map Showing Proposed Right to Grade to be Acquired by The City of Danbury From Peter Ian Barg, Robert Gianfrancisco, Carol E. Ryan and Andrew J. Lewis, Et Ux. Shore Road, Danbury, Ct.” Scale 1” =20’ dated April 10, 2000 which Class “D” map was prepared by the Engineering Department of the City of Danbury and certified substantially correct by Ireneo H. Despojado, P.E. & L.S. No. 12050 and to be filed at the Office of the Danbury Land Records.

EXHIBIT F

**RIGHT TO GRADE – ASSESSOR’S LOT NO. K02118
CAROL E. RYAN – SHORE ROAD**

The right to grade two existing driveways approximately 33 feet in length with varying width measured from the easterly street line of Shore Road on property of the Grantors herein. This area is more particularly shown and shaded on a certain map entitled “ Map showing Proposed Right to Grade to be Acquired by The City of Danbury From Peter Ian Barg, Robert Gianfrancisco, Carol E. Ryan and Andrew J. Lewis, Et. Ux. Shore Road, Danbury, Ct.” Scale 1’ = 20’ dated April 10, 2000 which Class “D” map was prepared by the Engineering Department of the City of Danbury and certified substantially correct by Ireneo H. Despojado, P.E. & L.S. No. 12050 and to be filed at the Office of the Danbury Land Records.



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ
MAYOR

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

October 3, 2000

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members:

I hereby submit for your confirmation the reappointment of the following individuals to Commission on Aging with terms to expire October 1, 2003:

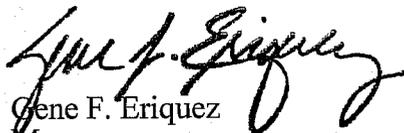
James Derwin (U)
68 Golden Hill Road
Danbury, CT 06811

John Grimes (D)
21 ½ Walnut Street
Danbury, CT 06810

Mr. Derwin and Mr. Grimes are active members of the Commission and regularly attend meetings

Thank you for your consideration of these appointments.

Sincerely,


Gene F. Eriquez
Mayor



CITY OF DANBURY
DANBURY, CONNECTICUT 06810

DEPARTMENT OF POLICE
120 MAIN STREET

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

September 13, 2000

MEMORANDUM

To: Elizabeth Crudginton, City Clerk
Members of the Common Council

From: Chief Robert L. Paquette

Subject: **Donations – D.A.R.E.**

Permission is requested to accept donations to the D.A.R.E. account in the amount of \$1,000.00 from the attached list of contributors.

Robert L. Paquette
Chief of Police

RLP:ks
Attach.

D.A.R.E.

Business	Telephone #	Donation
Mikes Towing	743-0603	\$100.00
MAACO	792-8720	\$25.00
Sign Language	778-2250	\$25.00
Samuel L. Dallas Inc.	743-6749	\$20.00
Crossroads	790-9933	\$75.00
Jim Moyer Tool Sales	798-2182	\$25.00
Cruisers	740-9355	\$25.00
Novellas Garbage	794-1001	\$50.00
A-1 Service Center	792-6954	\$25.00
Federal Towing	794-9475	\$40.00
Triumph Auto Glass	743-7256	\$50.00
Danbury Floors	797-8137	\$50.00
Dan & Dorris Thorndike	778-4866	\$5.00
J.R. LoStocco Carting L.L.C.	797-9618	\$25.00
All Aspects, All Forums Plus	748-2235	\$25.00
WESCONN Auto Body	790-6747	\$25.00
Morrell Septic	746-5807	\$25.00
Classic Upholstery	778-4399	\$25.00
Ted's Service Station	748-7811	\$30.00
Silver Lining	748-4377	\$25.00
Lombardo Builders	746-4950	\$25.00

My step-father Lew Lombardo donated money to even out the amount to
\$1,000.00

Ultimate Restorations & Ultimate Kart Shop	744-3146	\$280.00
---	----------	----------

\$105.00 cash

MIKE'S TOWING & COLLISION CENTER INC.

1 CHESTNUT STREET
DANBURY, CONNECTICUT 06810
(203) 743-0603

UNION SAVINGS BANK
BETHEL, CONNECTICUT

51-7224/2211

6/14/2000

PAY TO THE ORDER OF DARE PROGRAM

\$ **100.00

One Hundred and 00/100***** DOLLARS

DARE PROGRAM

Michael Torza

MEMO

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

⑈001305⑈ ⑆22117224⑆ 699 009 649⑈

Crossroads
Auto Body

CROSSROADS
AUTO BODY
47-49 TAYLOR ST
DANBURY, CT 06810
PH. 203-790-9933

UNION SAVINGS BANK
DANBURY, CT 06810
51-7224/2211 01

10772

06/14/2000

PAY TO THE ORDER OF D.A.R.E

\$ **75.00

Seventy-Five and 00/100***** DOLLARS

D.A.R.E

[Signature]

AUTHORIZED SIGNATURE

MEMO

⑈010772⑈ ⑆22117224⑆ 690 013 721⑈

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

CORMIER QUALITY FLOOR, INC.
DANBURY FLOOR COVERING
9 MAIN ST 203-797-8137
DANBURY, CT 06810

10335

51-7010/2111 13

PAY TO THE ORDER OF Danbury D.A.R.E.

DATE June 12, 2000
\$ 50.00

THE SUM OF FIFTY DOLLARS 00 CB

DOLLARS

WEBSTER BANK

Webster Plaza, Waterbury, CT 06702

FOR donation

Sara Cormier

⑈010335⑈ ⑆21117010⑆ 10 0001003844⑈

A.J. NOVELLA INC.
 SANITATION
 100 Wooster Street
 Bethel, CT 06801

FIRST UNION NATIONAL BANK
 DANBURY, CT 06810
 51-110-211

24059

Fifty and 00/100

DATE AMOUNT
 06/07/00 \$*****50.00

D.A.R.E

A.J. NOVELLA SANITATION INC.

Bernice Novella

⑈00024059⑈ ⑆021101108⑆1000056163217⑈

⑈010852⑈ ⑆2117539⑆ ⑆400075⑆ ⑆343⑈

AUTHORIZED SIGNATURE

[Handwritten Signature]

D.A.R.E.

\$ 40.00

D.A.R.E.

6/13/2000

51-7253/2211

FEDERAL TOWING & CAR CARE
 272 WHITE STREET
 DANBURY, CT 06810
 (203) 794-9475



NUTMEG FEDERAL SAVINGS
 & LOAN ASSOCIATION
 DANBURY, CT

FEDERAL TOWING & CAR CARE

10852

T.G. KOLWICZ, INC.
 D/B/A TED'S SERVICE STATION
 80 SOUTH STREET
 DANBURY, CT 06810
 TEL. 203/748-7811

DATE	REF.	AMOUNT	DISC.	NET AMT.
	<i>Donation</i>			

51-110/211

4852

PAY Thirty 9⁰⁰/100 DOLLARS

DATE	TO THE ORDER OF	CHECK NO.	DESCRIPTION	CHECK AMOUNT
6/14/2000	D.A.R.E.	4852	DONATION	30.00



DANBURY OFFICE
 DANBURY, CT 06810

Thomas G. Kolwicz

⑈004852⑈ ⑆021101108⑆2000016934029⑈

MAACO
AUTO PAINTING & BODY WORKS
5 SHALVOYS LANE
DANBURY, CT 06810
(203) 792-8720

WEBSTER BANK
DANBURY, CT 06810
51-398/211

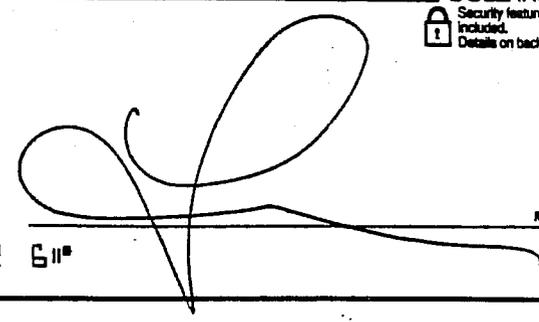
12454

6-14-00

PAY TO THE ORDER OF DARE
Twenty five 00/100

\$ 25^{00/100}

DOLLARS
Security features included. Details on back.



MEMO

⑈012454⑈ ⑆021103986⑆ 0 100322 6⑈

A-1 SERVICE CENTER & TOWING, INC.
33 ROSE STREET
DANBURY, CT 06810
(203) 792-6954

FLEET BANK
DANBURY, CT 06810

18524
51-57/119

6-13-00

PAY TO THE ORDER OF DARE Program
Twenty Five 00/100

\$ 25^{00/100}

DOLLARS



⑈018524⑈ ⑆01190057⑆ 00028 91824⑈

SIGN LANGUAGE, LLC
71 NEWTOWN RD. PH. (203) 778-2250
DANBURY, CT 06810

2807

51-7218/2211

DATE June 14, 00

PAY TO THE ORDER OF DARE

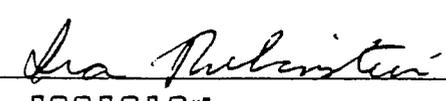
\$ 25^{00/100}

Twenty five and 00/100

DOLLARS
Security features included. Details on back.

PEOPLE'S BANK
CONNECTICUT

FOR



⑈002807⑈ ⑆221172186⑆ 063 7008060⑈

ALL ASPECTS, INC.
DBA ALL FORMS PLUS
27 CROWS NEST LANE 2L
DANBURY, CT 06810

1002
51-7251/2211

6/14/00

© 1993 ARTISTIC GREETINGS, INC.

Pay to the
order of

D.A.R.E

\$ 25⁰⁰

Twenty five 00/100

Dollars

SUMMIT BANK
NEW MILFORD, CT 06776

For

1:221172513: 0002 097648 1002

ARTISTIC CHECKS® • 1-800-224-7621 • BASIC BLUE

ULTIMATE RESTORATION
23 CHESTNUT STREET
DANBURY, CT 06810

5351

51-57
119

DATE 9-4-00

PAY TO THE
ORDER OF DARE

\$ 280.00

Two hundred eighty 00/100

DOLLARS

FLEET
01423 MILL PLAIN OFFICE
DANBURY, CONNECTICUT 06811

Lewis Lombardo

FOR

⑈005351⑈ ⑈011900571⑈ 09863 70322⑈

ORIGINAL DOCUMENT IS PRINTED ON CHEMICAL REACTIVE PAPER & HAS A MICROPRINTED BORDER

SAMUEL L. DALLAS, INC.
13 MAPLE AVENUE
DANBURY, CONNECTICUT 06810
(203) 743-6749

51-7224/2211

19613

EXPLANATION	AMOUNT

DOLLARS

CHECK
AMOUNT

TO THE ORDER OF

DESCRIPTION

CHECK
NUMBER

D.A.R.E

19613

\$ 20 00

UNION SAVINGS BANK
Main Office Danbury, Connecticut 06810

James J. Kelly

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES FIVE ARTIFICIAL WATERMARKS - HOLD AT AN ANGLE TO VIEW

⑈019613⑈ ⑈221172241⑈ 690 004 227⑈

Bryan J. Kendall DBA
Classic Upholstery
5 Griswold Dr
Bethel CT 06801

Date 6/14/2000

953
51-7223/2211

Pay to the
order of

D.A.R.E.

\$ 25.00

Twenty five and 00/100 Dollars



Savings Bank of Danbury
Danbury CT 06810

MEMO

SIGNED

Bryan Kendall

⑆221172238⑆ 90112580⑆ 0953

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES AN ARTIFICIAL WATERMARK - HOLD AT ANGLE TO VIEW

JAMES G. MOYER
LAURIE A. MOYER
5 TERRACE DRIVE
BETHEL, CT 06801

Date 6/12/2000

433
51-7015/2111

Pay to
the order of

DARE

\$ 25.00

Twenty-five and 00/100 dollars

Security features
included.
Details on back.

NEW MILFORD SAVINGS BANK
BROOKFIELD OFFICE
BROOKFIELD, CT 06804

for -USA Tools-

James G. Moyer MP

⑆211170156⑆ 802 631 824⑆ 0433

DESIGNER CHECKS - CLASSIC MARBLE

HAZEL LOMBARDO
EDWARD LOMBARDO
HICKORY TRAIL
DANBURY, CT. 06810

Date June 16, 2000

3153
51-7015/2111
BRANCH 3

PAY TO THE
ORDER OF

D.A.R.E.

\$ 25.00

Twenty five 00/100 DOLLARS

Security
Features
Details on
Back.

New
Milford
Savings
Bank
Southbury Office
Southbury, CT 06488

FOR

Hazel Lombardo MP

⑆211170156⑆ 803 643 923⑆ 3153

© HARLAND



CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

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

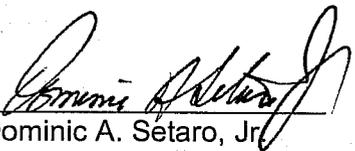
M E M O R A N D U M

DATE: October 3, 2000
TO: Hon. Gene F. Eriquez via the Common Council
FROM: Dominic A. Setaro, Jr., Director of Finance
RE: Commission on Aging

CERTIFICATION

I hereby certify the availability of \$288.00 to be transferred from the Elderly Services Donations Revenue Account to the Commission on Aging budget to the following account:

Printing & Binding	5002.5324	\$288.00
--------------------	-----------	----------



Dominic A. Setaro, Jr.

/jgb



CITY OF DANBURY

DANBURY, CONNECTICUT 06810

DEPARTMENT OF ELDERLY SERVICES

COMMISSION ON AGING

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

Municipal Agent
80 Main Street
(203) 797-4687

Date:06/22/00

MEMO TO: Hon. Gene F. Eriquez
via the Common Council

FROM: Leo McIlrath, Director
Elderly Services

RE: Reappropriation of Donated Funds

I hereby request a transfer of funds in the amount of \$288.00 from the Elderly Services donations account to the Commission on Aging budget for the following accounts:

Printing & Binding – 5002.5324	288.00
--------------------------------	--------

I have been advised by the Director of Finance that these funds exist in my account, and he will provide you with his certification.

A handwritten signature in cursive script, appearing to read "Leo McIlrath".

Leo McIlrath

LM/jg

cc: Dominic A. Setaro, Jr.
Director of Finance



CITY OF DANBURY

DANBURY, CONNECTICUT 06810

Fire Department
19 New Street

10
Carmen J. Oliver, Chief
(203) 796-1550
Fax (203) 796-1533

DATE: SEPTEMBER 13, 2000
TO: GENE F. ERIQUEZ, MAYOR
& COMMON COUNCIL MEMBERS
FROM: CARMEN J. OLIVER, FIRE CHIEF
RE: SPECIAL SERVICE ACCOUNT #2010.5052
CC: DOMINIC A. SETARO, JR., DIRECTOR OF FINANCE

I am requesting \$15,000 be transferred into the Special Services Account #2010.5052 since the unencumbered balance as of September 9, 2000 is \$8,303.

Due to the continuous Fire Watch at the Mall, this transfer will allow funding for the upcoming months. If further information is needed, please contact.

Carmen J. Oliver, Fire Chief

CJO/ft
SpecialServsTrans



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ
MAYOR

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

October 3, 2000

Honorable Members of the Common Council
City of Danbury, Connecticut

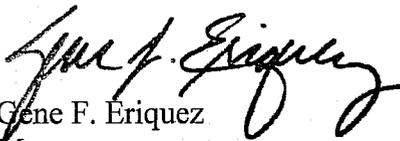
Dear Council Members:

For the second year in a row, I have joined the US Conference of Mayors' Campaign Against Breast Cancer. A local Committee was formed consisting of community leaders in health care and related fields who are dedicated to combating this disease through community awareness and an emphasis on early detection as key to saving lives. As October is Breast Cancer Awareness month, a host of activities and programs are being implemented. I am attaching a News Release detailing the variety of programs that the Committee partners are working on in 2000.

It has been found that there are a great number of underserved women who do not have access to mammograms which are key to early detection of breast cancer. Medical evidence shows that self exams and mammograms save lives. Danbury Hospital has a Mobile Mammography Unit which they are offering to provide for two days at low cost to public housing sites in Danbury. Working with the Danbury Housing Authority, 90 women have already been identified who would take advantage of this opportunity to receive a mammogram. The cost will be approximately \$80 per person and approximately 25 mammograms can be performed per day.

I respectfully request that the Council allocate \$2,000 for medical expenses so that more of our underserved population can receive this vital medical service.

Sincerely,


Gene F. Eriquez
Mayor



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ
MAYOR

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

News Release

Contact: Mayor Gene F. Enriquez
Phone: (203) 797.4511

FOR IMMEDIATE RELEASE
September 26, 2000

MAYOR'S CAMPAIGN AGAINST BREAST CANCER

DANBURY - Mayor Gene F. Enriquez for the second year in a row has joined the United States Conference of Mayor's Campaign Against Breast Cancer. Mayor Enriquez signed onto the Campaign because of the alarming impact of breast cancer in our City, in our State and in our Nation.

Mayor Enriquez began gathering information and researching this dreaded disease and its affect on Danbury's population in the Spring of 1999. He identified the need for an educational program and the importance of early detection to reduce suffering and loss of life from breast cancer. Realizing a higher rate of breast cancer in some minority populations such as black women, Mayor

Eriquez felt an outreach program for these populations was critical.

The Mayor's Campaign Against Breast Cancer Committee consists of key members of our community whose insight and experience are essential in planning an effective program to serve the needs of our community. Mayor Eriquez Chairs the Committee comprised of the following:

- Marci Albanesi, Manager Community Relations & Planning, **Danbury Hospital**
- Diana Allan, Nursing Education Research & Standards, **Danbury Hospital**
- Glenda Armstrong - Educator, **Black Teachers Association**
- Diana Burgos, **Danbury Housing Authority**
- William Campbell - Director of Health and Housing, **City of Danbury**
- Dr. Robert Cooper - Oncologist, **Danbury Internal Medicine** and **B.O.D. Ann's Place, the Home of I-Can**
- Daryle Dennis - Director of Minority Affairs, **Western Connecticut State University**
- Sam Diebler - Executive Director, **Association of Religious Communities (ARC)** and involved with Danbury's Asian population

- Katie Gallagher - Mayoral Assistant, **City of Danbury**
- Maressa Gershowitz - **Community Representative**
- Wilda Hayes - Executive Director, **Ann's Place, The Home of I-Can**
- Georgia Hitzke, Director Breast Imaging Applications, **TREX**
Medical
- Patricia Hough - Oncology Nurse, **Danbury Hospital**
- Michelle James - President, **Coalition of 100 Black Women**
- Barbara Levitt - **The News-Times**, Newspaper in Education
- Maria-Cinta Lowe - Executive Director, **Hispanic Center of Greater Danbury**
- Dr. Vijay Patil - Surgeon, Chairman and Founder of **Tumor Board**
- Heather Pelak - Regional Executive for Prevention and Detection, **American Cancer Society**
- Michelle Wolfe - Regional Director of Patient Services, **American Cancer Society**

Committee members have been meeting throughout the summer months to build on last years successes. The following is a list of events sponsored by various committee partners that will take place throughout the month of October and beyond to increase awareness and promote early detection and prevention of breast cancer:

- **October (Throughout Month)**- LOW COST MAMMOGRAPHY (First-time screening mammogram for women with limited or no insurance.) @

Danbury Hospital. (For more information: Danbury Hospital 203.797.7291)

- **October 2nd** - HIGH TEA FOR BREAST CANCER SURVIVORS @ American Cancer Society Office, 372 Danbury Road, Wilton, Connecticut, 4:00 p.m. - 7:00 p.m. (For more information: American Cancer Society 203.227.9571)
- **October 3rd** - MAYOR'S CAMPAIGN AGAINST BREAST CANCER COMMUNITY AWARENESS MEETING & ACS "TELL A FRIEND" PROGRAM KICKOFF - @ City Hall, Council Chambers, 12:00 p.m. - Sandwiches and Refreshments will be served. (For more information: Mayor's Office 203.797.4511)
- **October 6th -7th** - DANBURY FAIR MALL/DANBURY HOSPITAL HEALTH FAIR @ Danbury Fair Mall. (For more information: Danbury Health Systems 203.797.7247)
- **October 10th** - MEDICAL TOWN MEETING @ Danbury Hospital Auditorium, 7:00 p.m. - 8:30 p.m. (For more information: Danbury Health Systems 203.797.7247)
- **October 15th** - MAKING STRIDES AGAINST BREAST CANCER @ Sherwood Island State Park, 10:00 a.m. (For more information: American Cancer Society 203.227.9571)
- **October 16th** - NATIONAL BREAST CANCER AWARENESS MONTH OPEN HOUSE @ Ann's Place, The Home of I-Can, Suite 201, Peacock Alley, One Padanaram Road, Danbury, 5:00 p.m. - 7:00 p.m.

- **October 25th** - BREAST CANCER CANDLELIGHT CEREMONY @ Danbury Green, 7:00 p.m. (For more information: Mayor's Office 203.797.4511)
- **October 28th** - DANBURY HOSPITAL BREAST CANCER EDUCATION @ Danbury Hilton "Women's Work" EXPO (For more information: 203.797.7247)
- **October 29th** - MOTHER-DAUGHTER TEA AND EDUCATIONAL PROGRAM @ Westport Library, 20 Jesup Road, Westport, 1:30 p.m. - 3:30 p.m. (For more information: American Cancer Society 203.227.9571)
- **DATES TBD - MOBILE MAMMOGRAPHY UNIT** - To visit Public Housing sites at low or no cost to underserved women (Sponsored by City of Danbury and Danbury Hospital) (For more information: Mayor's Office 203.797.4511)

ONGOING PROGRAMS:

- **TELL A FRIEND** - Ongoing Breast Cancer Outreach Program to encourage women to receive mammograms (For more information: American Cancer Society 800.889.3340)
- **CONNECTICUT BREAST & CERVICAL CANCER EARLY DETECTION PROGRAM AT DANBURY HOSPITAL** - Free screenings based on income based eligibility via State of Connecticut Department of Health (For more information: 203.731.8662)
- **PARISH NURSE PROGRAM** - Education for parish nurses in area churches to serve as trainers for the American Cancer Society's

Tell A Friend Program. (For more information: Danbury Hospital 203.797.7425)

- SPEAKERS' BUREAU - On various health issues including breast cancer topics. (For more information: Danbury Hospital 203.797.7247)

In addition, Mayor Eriquez is encouraging Greater Danbury businesses, through the Greater Danbury Chamber of Commerce, to follow Danbury's lead in providing paid time off for breast cancer screening.

"The ability to provide a Mobile Mammography Unit at several public housing sites is a tremendous step forward for the Campaign. It is my goal to continue to increase community awareness and involve more corporations in this fight against breast cancer and the need to provide for our underserved populations," said Mayor Eriquez.

-End-



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

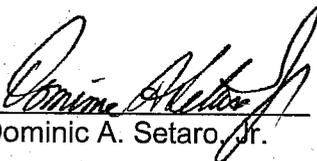
(203) 797-4652
FAX: (203) 796-1526

MEMORANDUM

TO: Hon. Gene F. Eriquez, via the Common Council
FROM: Dominic A. Setaro, Jr., Director of Finance
RE: **CAMPAIGN AGAINST BREAST CANCER** **CERTIFICATION #10**
DATE: October 3, 2000

Per the request of Mayor Gene F. Eriquez, I hereby certify the availability of \$2,000 to be transferred from the Contingency Fund to the Mayor's Discretionary Account, Grants & Contributions, Account #1280.5855.

Balance of Contingency	\$535,916
Less this request	<u>2,000</u>
Balance	\$533,916



Dominic A. Setaro, Jr.

DAS/jgb



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

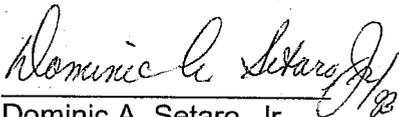
(203) 797-4652
FAX: (203) 796-1526

MEMORANDUM

TO: Hon. Gene F. Eriquez, via the Common Council
FROM: Dominic A. Setaro, Jr., Director of Finance
RE: **WATER FUND FUND BALANCE**
DATE: September 25, 2000
CC: William Buckley

CERTIFICATION

Per the attached request of Public Works Director William Buckley, I hereby certify to the availability of \$101,250.00 to be transferred from the Water Fund Fund Balance to the accounts listed in the attached communication.


Dominic A. Setaro, Jr.

DAS/jgb

Attach.



CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

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

WILLIAM J. BUCKLEY, JR., P.E.
DIRECTOR OF PUBLIC WORKS / CITY ENGINEER

September 12, 2000

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

Dear Mayor Eriquez and Members of the Common Council:

Request for Additional Funding Water Department

Please accept and approve this request for funds to be allocated from the water fund balance to the following line items to support project within the Water Department's arena. The projects and their amounts are as follows:

Item #	Project	Account #	Account Description	Amount Requested
1.	Abandonment of Pleasant Acres Wells	9802.8007	Structures & Improvement	\$ 27,500.00
2.	Update to Water Supply Plan	9804.5339	Operation Supv. & Engineering	\$ 25,000.00
3.	Annual Dam Safety Inspection	9804.5339	Operation Supv. & Engineering	\$ 7,250.00
4.	Hydrant Replacement Program	9802.8017	Hydrants	\$ 5,000.00
5.	Other Well Abandonment	9802.8007	Structures & Improvement	\$ 36,500.00
TOTAL				\$ 101,250.00

As you can see the total amount of these projects is \$101,250. Pending your approval and certification of funds available by the Director of Finance, we would like to move forward with these projects at this time.

Should you have any questions or care to discuss this matter with me in further detail, I would make myself available at your convenience.

Very truly yours,

William J. Buckley, Jr., P.E.
Director of Public Works/City Engineer

WJB/sd
C: Dominic A. Setaro
Mario Ricoszi, P.E.

RECEIVED
FINANCE DEPT.

SEP 13 2000



SEP 27 2000

ROBINSON DONOVAN MADDEN & BARRY, P.C.
ATTORNEYS AT LAW
1500 MAIN STREET - SUITE 1600
POST OFFICE BOX 15609
SPRINGFIELD, MASSACHUSETTS 01115-5609
(413) 732-2301
TELECOPIER No. (413) 785-4658
E-MAIL: service@robinson-donovan.com

13

E. PAUL AMATA*†
LISA A. BONGIOVI
JAMES D. CHADWELL*
BRUCE E. DEVLIN
JOHN E. GARBER
DANIEL D. KELLY
PATRICK MARKEY
CARLA W. NEWTON
BETSY MACMILLAN STEVENS*

SENIOR COUNSEL
RICHARD S. MILSTEIN
JONATHAN P. RICE

OF COUNSEL
VICTOR ROSENBERG

RETIRED
JOHN H. MADDEN, JR.
EDWARD J. BARRY

MILTON J. DONOVAN
(1906 - 1995)

GORDON H. WENTWORTH*
JAMES H. TOURTELOTTE
RONALD C. KIDD
JEFFREY W. ROBERTS
JEFFREY L. MCCORMICK
JAMES F. MARTIN
ROBERT P. CUNNINGHAM
JOHN C. SIKORSKI
NANCY FRANKEL PELLETIER
PAUL S. WEINBERG
FREDERICA H. MCCARTHY
MATTHEW J. KING
NEVA KAUFMAN ROHAN
DOUGLAS F. BOYD
JAMES K. BODURTHA
KEITH A. MINOFF
PATRICIA M. RAPINCHUK*
KIMBERLY DAVIS CREAR

* ALSO ADMITTED IN CT
† ALSO ADMITTED IN FL

September 25, 2000

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

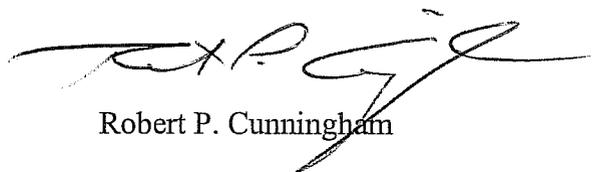
RE: Easement Agreement (Sidewalk) - White Street, Danbury, CT

Dear Eric and Patricia:

Enclosed please find the Easement Agreement (Sidewalk) which has been executed by Danbury CVS, Inc., owner of the above captioned property. This Easement is a City of Danbury site plan requirement. Please arrange for submission of this Easement to the Common Counsel of the City of Danbury for review and execution. Upon complete execution, please forward the same to me so I may arrange for recording.

Should you have any questions please do not hesitate to contact me or my paralegal, Danielle Tetrault.

Very truly yours,



Robert P. Cunningham

RPC/kl
Enclosure

cc: Bruce Leshine

Patricia A. Ellsworth, P.E.
Assistant City Engineer - City of Danbury

EASEMENT AGREEMENT
(SIDEWALK)

This Easement Agreement is made as of this ____ day of September, 2000 by and between **DANBURY CVS, INC.** ("Grantor") and **THE CITY OF DANBURY, CONNECTICUT** ("Grantee").

WHEREAS, Grantor is the owner of that certain parcel of land located in Danbury, Connecticut, shown as Proposed Lot, Area = 60,638 SF or 1.39 AC (the "Property") on a plan entitled "Lot Consolidation Plan, Berkshire-Danbury, L.L.C., City of Danbury, Fairfield County, Connecticut" prepared by Control Point Associates, Inc., dated March 7, 2000, as revised (the "Plan") which Plan is recorded in the Land Records of the City of Danbury on April 3, 2000 ~~in Volume xxxxxxxx at Page xxxxxxxx~~ as Map #10853;

WHEREAS, Grantee has requested from Grantor, and Grantor has agreed to grant to Grantee, an easement over and upon a portion of the Property for the purpose of granting public access to a pedestrian sidewalk;

NOW THEREFORE, for mutual consideration received and acknowledged, Grantor and Grantee agree as follows:

1. Grantor, for itself, its successors and assigns, hereby grants to Grantee, for itself, its successors and assigns, the following easement:

A permanent non-exclusive easement (the "Easement") for a pedestrian sidewalk over and upon a portion of the Property as shown on the Plan as "Proposed Pedestrian Sidewalk Easement"; said Easement being more particularly bounded and described on Exhibit A attached hereto and made a part hereof.

2. The Easement shall remain in effect so long as the pedestrian sidewalk is required. In the event said pedestrian sidewalk is no longer required on the Property, Grantor and Grantee shall execute and record a notice of easement termination and cause said notice to be filed with the land records of the City of Danbury.

3. Grantor shall not place upon any part of the Easement any structures, trees or other obstructions without the prior written consent of Grantee and Grantee shall, upon notice to Grantor, have the right to remove any such obstructions which interfere with the Easement.

4. The Easement established, granted and conveyed herein shall be perpetual and shall run with the land, unless terminated as provided herein, and all of the terms, covenants, conditions and other provisions of this instrument shall attach, bind and inure to the benefit of the parties, and to their respect successors and assigns.

METES AND BOUNDS DESCRIPTION
PROPOSED PEDESTRIAN SIDEWALK EASEMENT
THROUGH LOT 114, TAX MAP K-13
CITY OF DANBURY
FAIRFIELD COUNTY, CONNECTICUT

BEGINNING AT A POINT FORMED BY THE INTERSECTION OF THE PROPOSED NEW NORTHERLY SIDELINE OF WHITE STREET (PUBLIC, VARIABLE WIDTH RIGHT-OF-WAY), AND THE SOUTHEASTERLY MOST CORNER TO THE PROPOSED FIVE FOOT WIDE PEDESTRIAN EASEMENT. SAID POINT ALSO BEING THE FOLLOWING TWO COURSES FROM A POINT ON THE EXISTING NORTHERLY SIDELINE OF WHITE STREET;

- A) ALONG THE COMMON DIVIDING LINE BETWEEN LOT 114 AND LOT 113, TAX MAP K-13 NORTH 12 DEGREES - 22 MINUTES - 07SECONDS EAST, A DISTANCE OF 12.00 FEET TO A POINT ON THE PROPOSED NEW NORTHERLY SIDELINE OF WHITE STREET, THENCE;

- B) ALONG THE PROPOSED NEW NORTHERLY SIDELINE OF WHITE STREET, ON A CURVE TO THE LEFT HAVING A RADIUS OF 600.27 FEET, TURNING A CENTRAL ANGLE OF 01 DEGREE - 49 MINUTES - 18 SECONDS WITH AN ARC LENGTH OF 19.08 FEET, THE CHORD OF WHICH BEARS SOUTH 79 DEGREES - 37 MINUTES - 41 SECONDS EAST, A CHORD DISTANCE OF 19.08 FEET TO THE BEGINNING POINT; THENCE THE FOLLOWING THREE COURSES ALONG A PROPOSED NEW EASEMENT LINE THROUGH LOT 114;
 - 1. NORTH 27 DEGREES - 14 MINUTES - 29 SECONDS EAST, A DISTANCE OF 5.25 FEET TO A POINT; THENCE
 - 2. ON A CURVE TO THE LEFT, HAVING A RADIUS OF 595.27 FEET, TURNING A CENTRAL ANGLE OF 04 DEGREES - 31 MINUTES - 36 SECONDS WITH AN ARC LENGTH OF 47.03 FEET, THE CHORD OF WHICH BEARS SOUTH 82 DEGREES - 57 MINUTES - 24 SECONDS WEST, A CHORD DISTANCE OF 47.02 FEET TO A POINT, THENCE;
 - 3. SOUTH 42 DEGREES - 14 MINUTES - 21 SECONDS EAST, A DISTANCE OF 7.30 FEET TO A POINT ON THE AFOREMENTIONED PROPOSED NEW NORTHERLY SIDELINE OF WHITE STREET, THENCE;
 - 4. ALONG THE PROPOSED NEW NORTHERLY SIDELINE OF WHITE STREET, ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 600.27 FEET, TURNING A CENTRAL ANGLE OF 05 DEGREES - 11 MINUTES - 27 SECONDS WITH AN ARC LENGTH OF 54.38 FEET, THE CHORD OF WHICH BEARS NORTH, 83 DEGREES - 08 MINUTES - 04 SECONDS EAST, A CHORD DISTANCE OF 54.36 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 254 SQUARE FEET OR 0.006 ACRES

THE ABOVE DESCRIBED EASEMENT MAY BE SUBJECT TO A PERMANENT EASEMENT AND RIGHT-OF-WAY FOR INGRESS AND EGRESS AS RECORDED IN DEED BOOK 640, PAGE 147.

THE ABOVE DESCRIBED EASEMENT MAY ALSO BE SUBJECT TO RESTRICTIONS, COVENANTS AND/OR ANY OTHER EASEMENTS EITHER WRITTEN OR IMPLIED.

THIS DESCRIPTION IS PREPARED WITH REFERENCE TO A MAP ENTITLED "ALTA/ACSM LAND TITLE & TOPOGRAPHICAL SURVEY, BERKSHIRE - DANBURY, L.L.C., PARCELS 114, 116, 118, 120, 122, TAX MAP STREET K-13, CITY OF DANBURY, FAIRFIELD COUNTY, CONNECTICUT" PREPARED BY CONTROL POINT ASSOCIATES, INC. DATED MARCH 6, 1998, LAST REVISED AUGUST 20, 1998, AS REVISION No. 1, File No. C98029.

APPLICATION FOR EXTENSION OF SEWER/WATER

Sewer

Water

Name of Applicant: C Lavoie

Address: New Milford CT 06776
Pickett district. 35

Telephone: 860 927 4421

The undersigned submits for consideration an application for extension of sewer and/or water facilities for property

Located at: 60 Forest Ave Danbury CT

Assessors's Lot No. 14

Zone: RA 8

Intended Use: Retail Single Family Residential
Office Multiple Family Development
Mixed Use
Industrial

Number of Efficiency Units

Number of 1 Bedroom Units

Number of 2 Bedroom Units

Number of 3 Bedroom Units

Total Number of Units

1 Family House

C. Lavoie
[Signature]
SIGNATURE

9.27.2000

DATE

125
30
60 Forest

HICKORY ST.

NO. 58
FRED L. DEWITT
VOL. 244
PG. 319

NO. 63
DONALD & DOROTHY MEAD
VOL. 356, PG. 345

NO. 56
MARY B. WAUGH
VOL. 273
PG. 594

NO. 61
DAVID E. & JACQUELINE WEBB
VOL. 380, PG. 48

NO. 54
KENNETH C. &
ETHEL
JONES
VOL. 399
PGS. 487 & 498

NO. 59
JOSEPH A. & ANGELA DILULLO
VOL. 368, PG. 14

NO. 52
OMER DION
VOL. 350
PG. 547

NO. 57
EVELYN KISH
VOL. 379, PG. 251

NO. 50
OMER DION
VOL. 199

NO. 55
EDITH ROMAIN
VOL. 368, PG. 327
VOL. 370, PG. 458

Office of The City Clerk
155 Deer Hill Ave.
Danbury, CT 06810

July 26, 2000

We the residence of Briar Ridge Rd., Rolfs Drive, Greta Drive and
Cel Bret Drive petition the Danbury Common Council for city sewers.

Joseph Chianesi 5 BRIARRIDGE RD.

Gary Chianesi " " "

Phil Santoro 39 Rolfs Drive

Eric J. [unclear] 39 Rolfs Dr

Eric Rodriguez 34 Rolfs Drive

Janice Esda 43 Rolfs Dr

Nancy Thurmond 47 Rolfs Dr.

Affmilitarian 44 ROLF'S DR.

Brenda D. Reuf 44 Rolfs Drive

Hal Bayron 42 ROLFS DRIVE

Bonnie O'Keefe 40 ROLF'S DRIVE

Laura Glowacki 41 Rolfs Drive

Jan E. Stabile 38 Rolfs Drive

Rosemary Stabile 38 Rolfs Drive

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We the residence of Briar Ridge Rd., Rolfs Drive, Greta Drive and
Cel Bret Drive petition the Danbury Common Council for city sewers.

Jenni Capellan	36 Rolfs Drive
Peter Allen	32 Rolfs Drive
Angela Da Cunha	26 Rolfs Drive
Conna Da Cunha	26 Rolfs Drive
Kenneth Coughlin	22 Rolfs Dr.
Koreen Cunningham	22 Rolfs Dr.
Nancy Abuzzese	37 Rolfs Ave.
Gene Sullivan	13 Noteworthy Dr.
Joseph J. Sullivan, Jr	13 Noteworthy Drive
Robert H. [Signature]	14 Greta Dr.
Cynthia H. Clout	14 Greta Drive
James W. Miller	15 Greta Drive
Joe D'Antonio	2 Rolfs Drive
Dorothy M. D'Antonio	2 Rolfs Dr.
Kimi [Signature]	14 Rolfs Dr.

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July 26, 2000

We the residence of Briar Ridge Rd., Rolfs Drive, Greta Drive and
Cel Bret Drive petition the Danbury Common Council for city sewers.

Chris Myjers	25 Rolf Dr.
Pauline Abair	25 Rolf Dr.
Edna Von	23 Rolf Dr.
Vincent Von	W
Renée K. Mervell	19 Rolfs Dr
Tina Welles	15 ROLF DR.
OKO Connor	71 ROLFS DR
Stacy Bless	7 Rolfs Drive
Leah T. O'Boyle	5 Rolfs Drive
Donna Gashgarian	6 Rolfs Drive
Carolyn Bauer O'Boyle	5 Rolfs Drive
Ruth Jennings	5 CEL BRET DRIVE
Ruth Jennings	5 Cel Bret Dr.
Gloria O'Connor	7 Cel Bret Dr
Bernadette Keilly	9 Cel Bret Dr.

Office of The City Clerk
155 Deer Hill Ave.
Danbury, CT 06810

July 26, 2000

We the residence of Briar Ridge Rd., Rolfes Drive, Greta Drive and
Cel Bret Drive petition the Danbury Common Council for city sewers.

Raymond J Schwetz	11 Cel Bret Dr.
Robert Smith	13 Cel Bret Dr.
Maura M Edelman	12 cel - Bret Dr.
Christina Mendida	8 cel - Bret Dr.
Bliss	8 cel - Bret Dr.
Albino Pires	4 CEL BRET DR
Leontine Pires	11 " " "
Debbie McCarthy	1 cel Bret Dr.
Charles F Hake	15 Briar Ridge
Edward M. Turkin	92 Briar Ridge
Linniz E Brearley	123 Briar Ridge Rd.
Paul David	129 Briar Ridge Rd.
Agatinda Sauer	4 Briar Ridge

Office of The City Clerk
155 Deer Hill Ave.
Danbury, CT 06810

July 26, 2000

We the residence of Briar Ridge Rd., Rolfe Drive, Greta Drive and
Cel Bret Drive petition the Danbury Common Council for city sewers.

Rosemarie Jusko - 3 Briar Ridge Road

Barry Jusko - 3 Briar Ridge Road

Marie Hjerstad 20 Rolfe Dr.

Walt Whitford 16 Rolfe's Dr.

Flourence Jasso 10 Rolfe Dr.

Dan Keily 19 Rolfe's Dr.

ATTORNEYS AT LAW

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ROBERT N. TALARICO
THOMAS A. FRIZZELL
STEVEN M. OLIVO
JAMES C. DRISCOLL III
JEROME A. MAYER

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DANBURY, CONNECTICUT 06810-7727
TELEPHONE (203) 792-8333

FACSIMILE (203) 778-9570

BETHEL OFFICE
235 GREENWOOD AVENUE
BETHEL, CT 06801-2186
TELEPHONE (203) 744-5000
(203) 743-5556
FACSIMILE (203) 798-7790

RICHARD HANNA, OF COUNSEL
D. JOSEPH LANE, JR., OF COUNSEL
GEORGE PAPAZOGLU, OF COUNSEL

SOUTHBURY OFFICE
THREE POMPERAUG OFFICE PARK SUITE 203
POST OFFICE BOX 252
SOUTHBURY, CT 06488-0252
TELEPHONE (203) 264-9650
FACSIMILE (203) 798-2175

JULIUS J. BIELIZNA (1914-1988)
KENNETH H. MURRAY (1905-1984)
HERBERT B. WANDERER (1902-1979)

September 27, 2000

E-MAIL DRISCOLL@JAVANET.COM

MEMBERS OF THE COMMON COUNSEL
OF THE CITY OF DANBURY
C/O CITY CLERK'S OFFICE
155 DEER HILL AVE
DANBURY CT 06810

Re: The Maples, Special Exception #543

Dear Ladies and Gentlemen:

I am submitting to the Common Council for its approval, a Contract regarding affordable housing in connection with a Special Exception approved by the Planning Commission of the City of Danbury for the project known as The Maples, located on Maple Avenue in the City of Danbury.

This document has been reviewed and approved by the Corporation Counsel's office and by the Health and Housing Department of the City of Danbury.

Please place this matter on the agenda for the October 2000 meeting of the Common Council.

Sincerely yours,


Robert N. Talarico

RNT/tg
c: Daniel E. Casagrande, Esq.
Sharon Calitro
Paul Schierloh
Wayne Skelly

**CONTRACT WITH
MAPLE & UNION, LLC
AND
THE CITY OF DANBURY**

**AFFORDABLE HOUSING APPLICATION
THE MAPLES**

WHEREAS, by Application dated February 28, 2000, Maple & Union, LLC (the "Applicant") submitted to the Planning Commission of the City of Danbury, an Application for a Special Exception to approve a Housing Incentive Option for the premises described upon Schedule A attached hereto; and

WHEREAS, said Application requests a total of 20 single family units, 12 of which are "bonus units" and 4 of which would be designated as "affordable housing units"; and

WHEREAS, the Planning Commission of the City of Danbury has held Public Hearings on said Application on May 3, 2000,

WHEREAS, the Planning Commission of the City of Danbury approved said Application on _____ 2000, a copy of its decision and a copy of any conditions of approval being attached hereto as Schedule D; and

WHEREAS, Section 8-2g of the General Statutes of the State of Connecticut and Section 4.B.7 of the Zoning Ordinance of the City of Danbury require that Maple & Union, LLC enter into this Contract with the City of Danbury;

NOW THEREFORE, it is agreed by and between the parties as follows:

1. Pursuant to Section 4.B.7 of the Danbury Zoning Regulations, the Applicant will develop the property described in Schedule A annexed hereto as a twenty (20) unit condominium project.

(a) Maple & Union will have four (4) dwelling units conveyed by deeds containing covenants or restrictions requiring said units to be sold or rented at, or below, prices which will preserve the units as affordable housing, as defined in §8-39a of the Connecticut General Statutes (the "Affordable Housing Units").

(b) The Affordable Housing Units shall be for persons and families whose income is less than or equal to the area median income for Danbury as determined by the United States Department of Housing and Urban Development (hereinafter "HUD") for at least thirty (30) years from the date of completion of each such unit.

(c) For the purposes of determining the eligibility of applicants for the affordable units, "income" shall mean "adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 for individual Federal annual income tax purposes".

(d) The sale price or amount of any rent for any such unit of affordable housing shall not exceed that amount which is set forth on Schedule E attached hereto. Any reasonable periodic increase of the sale price or amount of rent shall also be set forth on Schedule E attached hereto.

(e) The affordable housing unit shall be conveyed by deed including covenants which incorporate the terms and conditions contained in this Contract, which covenants shall run with the land and shall be enforceable by the City of Danbury until released by the City of Danbury. A form of the proposed deed is attached hereto as Schedule F.

(f) The restrictions contained in this Contract regarding the affordable housing units shall also apply to the resale of any such unit, the purchase and subsequent leasing of any such unit and the conversion to the common interest form of ownership and subsequent sale of any such unit of affordable housing during and for the remaining term of years as required by this Contract.

(g) The affordable housing units shall be of comparable size and workmanship as all of the other units being constructed in this development.

(h) Affordable housing units shall be constructed concurrent with other dwelling units included with the Application for Special Exception. Zoning permits and Certificates of Compliance shall be issued for affordable and other dwelling units on a one-for-one basis to insure that all affordable housing units are completed under the terms of this Agreement. The Zoning Enforcement Officer shall refuse to issue any Zoning Permits or Certificates of Compliance if Maple & Union, LLC is not in compliance with this one-for-one requirement and unless and until the requirement has been met.

2. DESIGNATED UNITS

Those units designated as affordable housing are identified on Schedule C attached hereto.

3. PROCEDURE FOR DESIGNATION OF AFFORDABLE HOUSING UNITS

(a) For any unit to qualify as an "Affordable Unit", there shall be submitted to the Zoning Enforcement Officer of the City of Danbury or his/her authorized agent ("ZEO"), not less than fifteen (15) days prior to the transfer of title, or

if a rental unit, commencement of the lease term of such dwelling unit, the following documents:

- (i) a copy of the Contract between the seller and the purchaser or lease between the lessor and the lessee;
- (ii) a copy of the proposed deed or lease; and
- (iii) an affidavit signed and sworn to by the purchaser or lessee and substantially in the form as Schedule B attached hereto.

(b) the ZEO shall be prohibited from issuing a Certificate of Zoning Compliance ("Certificate") with regard to such dwelling unit until such time as he/she shall have received all of the documentation and information required under subparagraph (a) above and until the ZEO verifies in writing and in recordable form that, based upon the information provided in said documents, the dwelling unit will qualify as an Affordable Housing Unit upon the sale to such purchaser or lease to such lessee.

Within ten (10) days after receipt of said documents, fully completed and legible, the ZEO shall either (i) issue such verification in writing and in recordable form as provided for immediately above or (ii) issue a written statement detailing why such verification is not being issued. Failure of the ZEO to issue either of such documents shall be deemed a verification by the ZEO that such dwelling unit, based upon the information provided in said documents, is an Affordable Housing Unit. In such event the Applicant may file an Affidavit on the Danbury Land Records pursuant to Connecticut General Statute §47-12a attesting to such deemed verification.

Upon such approval or verification of such documentation by the ZEO and compliance with all other applicable provisions of the Zoning Regulations a Certificate shall be issued and the same shall contain notation as follows:

"Note: The foregoing dwelling unit is subject to all of the terms and provisions relating to an "Affordable Housing Unit" contained in the City of Danbury Planning Commission's grant of Special Exception regarding The Maples recorded in Volume at Page of the Danbury Land Records."

Any Certificate of Zoning Compliance regarding an affordable housing unit shall be recorded by the Applicant on the land records of the City of Danbury no later than 5 days from the date that such certificate is issued by the Zoning Enforcement Officer (ZEO) of the City of Danbury.

(c) To the extent that market demand for Affordable Housing Units is insufficient to absorb available dwelling units, the Applicant shall include in its advertising such information relating to the availability of Affordable Housing Units as it deems appropriate to increase market demand for such housing. Notwithstanding the foregoing and for so long as there shall remain unsold, not under Contract, or not leased Affordable Housing Units the Applicant shall adopt and carry out an advertising program whereby the existence of such Affordable Housing Units is made known within the applicant's area. Such advertising shall be comparable to the other advertising of market rate units and may be separate or combined with such advertising for the market rate units.

(d) Not less than fifteen (15) days prior to any subsequent transfer of title or, if a rental unit, commencement of any new or extended lease term or lease for any such Affordable Housing Unit, the seller or lessor shall deliver to the ZEO all of the documents and information required to be submitted pursuant to the provisions of paragraph 3(a) above, which information shall confirm that such transfer shall maintain such dwelling as an Affordable Housing Unit. No closing on the sale or occupancy pursuant to a Lease shall take place until the ZEO verifies in writing and in recordable form that, based upon the information provided in said documents, the unit qualifies as an Affordable Housing Unit upon the subsequent transfer of title or lease.

(e) The Lease of any Affordable Housing Unit may not be extended or renewed at the end of its term without again going through the same process as set forth in this paragraph. The Planning and Zoning Department of the City of Danbury periodically may demand from the lessor of any such dwelling unit, the lessee and/or sublessee of any such unit, a statement or statements showing the income(s) of the lessee(s) as the case may be. If the unit does not qualify as an Affordable Housing Unit within the meaning of §8-39a of the Connecticut General Statutes, as amended, the owner or lessor as the case may be, shall not renew the lease with the particular lessee at the end of the lease term, unless immediately prior thereto, additional documentation is delivered to the ZEO, which shows that the proposed lessee has income which will qualify the unit as an Affordable Housing Unit.

The provisions of paragraph 3(b) above relating to the automatic verification by the ZEO for failure to respond within ten (10) days after complete and legible documentation has been presented as required herein shall also apply to this paragraph.

(f) Standard Lease Provision: Each lease for an Affordable Housing Unit will contain substantially the following provisions:

This unit is being rented as an "affordable housing unit" as defined in Connecticut General Statutes 8-39a, and is available only to persons or families whose income is at or below the area median income for Danbury as determined by the U.S. Department of Housing and Urban Development. This development has been approved by the Danbury Planning Commission based in part on the condition that a defined percentage of units will be rented as affordable housing units. The owner is required by law to strictly enforce these restrictions.

(g) The time period during which Affordable Housing Units have been rented as affordable units shall count toward the thirty (30) year restriction period and previously leased Affordable Housing Units converted to ownership shall be restricted only for the remaining portion of such thirty (30) year period.

(h) The declarant of the common interest ownership community or the common interest ownership association, if it becomes responsible for the management of the property, shall assume responsibility for ensuring that sales and resales of affordable housing units occur in compliance with applicable restrictions and for compliance reporting as set forth in Section 10.E.3.

(i) The authorized agent of ZEO for the purpose hereof, may include the Department of Health and Housing of the City of Danbury.

Notwithstanding anything herein to the contrary, the applicant shall not be required to conform to any regulation to which it is not required to conform under the applicable Affordable Housing Regulations of the Connecticut General Statutes.

4. RECORDATION

Maple & Union, LLC shall record this Agreement on the land records of the City of Danbury no later than 10 days after it has been approved and executed by both of the parties to this Agreement.

5. INCORPORATION BY REFERENCE

The provisions of Section 4.B.7 of the Zoning Ordinance of the City of Danbury and the terms and conditions of the approval of the Planning Commission of the City of Danbury set forth as Exhibit D of this Contract are hereby incorporated by reference.

THE APPLICANT,
MAPLE AND UNION, LLC

By: _____

THE CITY OF DANBURY

By: _____

STATE OF CONNECTICUT)
) SS: DANBURY
COUNTY OF FAIRFIELD)

The foregoing instrument was acknowledged before me this ____
day of _____, 2000 by Joseph DaSilva, Jr., Member/Manager of
Maple & Union, LLC, a Connecticut LLC on behalf of that LLC.

Notary Public

Latest Address of the Grantee:

SCHEDULE A - LEGAL DESCRIPTION

Beginning at a point on the easterly highway line of Maple Avenue, which point marks the southwesterly corner of property now or formerly of Alexander B. Williams, Jr. and the northwesterly corner of the herein described parcel, thence running in a northeasterly direction along the southerly boundary line of said Alexander B. Williams, Jr. on a course bearing N 59-15-25 E a distance of 169.02' to a point, which point marks the southeasterly corner of said Alexander B. Williams, Jr. at a point on the westerly boundary line of land now or formerly LeGrande & Hazel A. Cole, thence turning and running in a southerly direction along the westerly boundary line of said LeGrande & Hazel Cole and 30 Balmforth Partners the following courses and distances:

S 30-59-42 E 70.00'
S 29-07-50 E 13.83'

to a point, which point marks the southwesterly corner of land now or formerly of 30 Balmforth Partners, thence turning and running in a easterly direction along the southerly boundary line of said 30 Balmforth Partners on a course bearing N 60-54-16 E, a distance of 60.04' to a point, which point marks the northeasterly corner of the herein described parcel at a point on the southerly boundary line of said 30 Balmforth Partners and the northwesterly corner of land now or formerly James R. Durham, thence turning and running in a southerly direction along the westerly boundary line of said James R. Durham on a course bearing S 29-05-12 E, a distance of 83.44' to the northerly highway line Union Avenue (so-called) to a point, which point marks the southwesterly corner of said James R. Durham, thence continuing in a southerly direction to the centerline of said Union Avenue on a course bearing S 29-05-12 E, a distance of 22.00' to a point in the center-line of said Union Avenue, thence turning and running in a westerly direction along the centerline of said Union Avenue on a course bearing S 59-15-03 W, a distance of 57.43' to a point, thence turning and running in a southerly direction on a course bearing S 31-06-48 E, a distance of 21.86', to a point, which point marks the northwesterly corner of land now or formerly Booker Connecticut, Corp., thence continuing along the westerly boundary line of said Booker Connecticut, Corp. on a course bearing S 31-06-48 E, a distance of 70.41' to a point on the northerly street line of Garamella Boulevard, which point marks the southwesterly corner of said Booker Connecticut, and the southeasterly corner of the herein described parcel, thence turning and running in a westerly direction along the northerly highway line of said Garamella Boulevard on a course bearing S 63-16-16 W, a distance of 148.44' to a point, which point marks the northeasterly intersection of said Garamella Boulevard and Maple Avenue, thence turning and running in a northerly direction along the easterly highway line of said Maple Avenue the following courses and distances:

N 42-22-20 W 61.63'
N 38-22-07 W 43.87'
N 31-40-30 W 169.00'

to the point or place of beginning. Said parcel contains a total of 51,709 S. F. or 1.187 Acres and is more particularly shown and described on a map entitled "Site Plan prepared for Maples, LLC Danbury, Connecticut" dated May 25, 1999 prepared by New England Land Surveying, P.C. as parcels "A", "B" & C.

SCHEDULE B
THE MAPLES

CONFIDENTIAL - NOT SUBJECT TO DISCLOSURE UNDER
THE CONNECTICUT FREEDOM OF INFORMATION ACT

Date: _____

To: Zoning Enforcement Officer, City of Danbury

From: Unit # _____, The Maples, Danbury, Connecticut
Property

Proposed closing date (if sale)/commencement of Lease (if
rental):

(Must be at least 15 days after submission of this affidavit)

I/We hereby attest to the following:

I/We intend to purchase or lease an "Affordable Housing Unit"
as defined in Conn. Gen. Stat. §8-39a.

I/We understand that certain restrictions given the sale,
lease and re-sale of such Affordable Housing Units, including
income limits.

1. The total purchase price for the above property is
\$ _____.
2. The monthly rent for the property is \$ _____.
3. The area median income of the City of Danbury is
\$ _____. (Verification attached)
4. I/We hereby certify to the City of Danbury that our
income is equal to or less than the area median income
for the City of Danbury (as determined by the U.S.
Department of Housing and Urban Development). "Income"
shall mean "adjusted gross income as defined for purposes
of reporting under Internal Revenue Service (IRS) Form
1040 for individual Federal annual income tax purposes."
5. The following is a listing of the anticipated annual
housing expenses for the property:

Mortgage or rent payments	\$
Real Estate taxes	\$
Casualty insurance	\$
Sewer charges	\$
Water charges	\$
Community Association charges	\$
Electricity (estimate)	\$
Heat (estimate)	\$

Total: (must not exceed 30% of the amount on line #3 above)

\$

6. I/We intend to occupy the Affordable Housing Unit as my/our principal residence.
7. I/We have applied for a mortgage loan from the following lender:

Name

Address

8. I/We hereby authorize the Zoning Enforcement Officer to furnish a copy of this Affidavit to my/our proposed lender.
9. Attached to this Affidavit are copies of the following documents:
 - (a) Contract between the seller and purchaser;
 - (b) Proposed Deed;
 - (c) Proposed Lease.

I/We make this Affidavit under penalty of perjury.

Purchaser/Lessee

Purchaser/Lessee

Subscribed and sworn to before me this day of 2000.

Notary Public, Commissioner of
the Superior Court

SCHEDULE C - DESIGNATION OF AFFORDABLE HOUSING UNITS

The following Units are hereby designated as the Affordable Housing Units:

**2
9
14
17**

Beginning at a point on the easterly highway line of Maple Avenue, which point marks the southwesterly corner of property now or formerly of Alexander B. Williams, Jr. and the northwesterly corner of the herein described parcel, thence running in a northeasterly direction along the southerly boundary line of said Alexander B. Williams, Jr. on a course bearing N 59-15-25 E a distance of 169.02' to a point, which point marks the southeasterly corner of said Alexander B. Williams, Jr. at a point on the westerly boundary line of land now or formerly LeGrande & Hazel A. Cole, thence turning and running in a southerly direction along the westerly boundary line of said LeGrande & Hazel Cole and 30 Balmforth Partners the following courses and distances:

S 30-59-42 E 70.00'
S 29-07-50 E 13.83'

to a point, which point marks the southwesterly corner of land now or formerly of 30 Balmforth Partners, thence turning and running in a easterly direction along the southerly boundary line of said 30 Balmforth Partners on a course bearing N 60-54-16 E, a distance of 60.04' to a point, which point marks the northeasterly corner of the herein described parcel at a point on the southerly boundary line of said 30 Balmforth Partners and the northwesterly corner of land now or formerly James R. Durham, thence turning and running in a southerly direction along the westerly boundary line of said James R. Durham on a course bearing S 29-05-12 E, a distance of 83.44' to the northerly highway line Union Avenue (so-called) to a point, which point marks the southwesterly corner of said James R. Durham, thence continuing in a southerly direction to the centerline of said Union Avenue on a course bearing S 29-05-12 E, a distance of 22.00' to a point in the center-line of said Union Avenue, thence turning and running in a westerly direction along the centerline of said Union Avenue on a course bearing S 59-15-03 W, a distance of 57.43' to a point, thence turning and running in a southerly direction on a course bearing S 31-06-48 E, a distance of 21.86', to a point, which point marks the northwesterly corner of land now or formerly Booker Connecticut, Corp., thence continuing along the westerly boundary line of said Booker Connecticut, Corp. on a course bearing S 31-06-48 E, a distance of 70.41' to a point on the northerly street line of Garamella Boulevard, which point marks the southwesterly corner of said Booker Connecticut, and the southeasterly corner of the herein described parcel, thence turning and running in a westerly direction along the northerly highway line of said Garamella Boulevard on a course bearing S 63-16-16 W, a distance of 148.44' to a point, which point marks the northeasterly intersection of said Garamella Boulevard and Maple Avenue, thence turning and running in a northerly direction along the easterly highway line of said Maple Avenue the following courses and distances:

N 42-22-20 W 61.63'
N 38-22-07 W 43.87'
N 31-40-30 W 169.00'

to the point or place of beginning. Said parcel contains a total of 51,709 S. F. or 1.187 Acres and is more particularly shown and described on a map entitled "Site Plan prepared for Maples, LLC Danbury, Connecticut" dated May 25, 1999 prepared by New England Land Surveying, P.C. as parcels "A", "B" & C.

Received for Record
at 8:30A

AUG 8 2000

Attest *Michael A. Seasi*
Danbury Town Clerk

SCHEDULE E - SALE PRICE

The dwellings to be constructed will be developed and sold as condominium units, therefore no maximum rental is set forth.

The maximum sale price shall not exceed \$138,500.00.

**SCHEDULE F
THE MAPLES**

PROPOSED DEED

Warranty Deed

Maple & Union, LLC, a limited liability company organized and existing under the laws of the State of Connecticut, acting herein by Joseph DaSilva, Jr., a member/manager duly authorized, for consideration paid, grants to

with Warranty Covenants

That Condominium Unit situate in the City of Danbury, County of Fairfield and State of Connecticut shown and designated as Unit _____, on that certain Declaration of Condominium for "The Maples", which Declaration of Condominium is recorded in the land records of the City of Danbury, commencing at volume _____ page _____ to which reference may be had, as said Declaration of Condominium is amended from time to time.

Said Unit Number _____ is also shown and designated on the floor plans for "The Maples", which floor plans are also on file in the office of the Town Clerk of the City of Danbury.

Said Unit is conveyed together with all of the rights, privileges, covenants and easements as contained in the Declaration of Condominium for "The Maples", and the by-laws for "The Maples" as the same may be amended from time to time and said Unit is conveyed subject to all of the covenants and conditions contained therein.

Said premises are also conveyed subject to the following:

1. Terms and conditions of "Contract with Maple & Union, LLC and The City of Danbury, Affordable Housing Application, The Maples" which contract is recorded in volume _____ at page _____ of the Danbury land records;
2. Any and all provisions of any zoning, planning or other ordinance, municipal regulation or public or private law.
3. Taxes of the City of Danbury hereinafter due and payable, which taxes the grantee assumes and agrees to pay.

Signed and dated at Danbury, Connecticut this day this
day of _____

Witnessed By:

MAPLE & UNION, LLC

By: _____

Joseph DaSilva, Jr.,
Member/Manager

PLANNING COMMISSION

CITY OF DANBURY

CERTIFIED COPY OF GRANT OF SPECIAL EXCEPTION

APPLICANT – Maple and Union, LLC

RECORD HOLDER – Maria DaSilva and MJA Realty Associates, Limited Partnership

LEGAL DESCRIPTION OF PREMISES - SEE ATTACHED

NATURE OF SPECIAL EXCEPTION – to allow “The Maples”, a 20-unit multi-family residential development, utilizing the Housing Incentive Option pursuant to Section 4.B.7 of the City of Danbury Zoning Regulations. Which is proposed to be located at the corner of Maple and Union Avenues, Tax Assessor Lots #I13074-79 and I13104, having found that the criteria in Section 10.C.4.a. 1,2, 3, and 4 of the Zoning Regulations have been met as follows:

- (1) The proposed use will not emit noise, smoke, glare, odor or vibration or other conditions which will create a nuisance having a detrimental effect on adjacent properties;
 - (2) The proposed use is designed in a manner compatible with the character of the neighborhood;
 - (3) The proposed use will not create conditions adversely affecting traffic safety or which will cause undue traffic congestion;
 - (4) The proposed use will not create conditions harmful to the natural environment or which will jeopardize public health or safety;
- and subject to the following conditions:

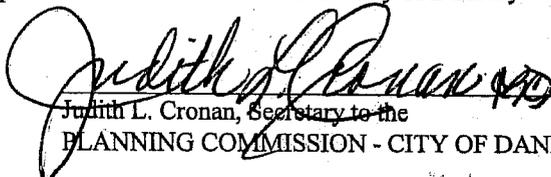
1. The site must be developed in accordance with the :

- Site Plan, prepared for the Maples, LLC, by NELS, dated May 25, 1999 last revised May 15, 2000;
 - Sheets 1 and 2, The Maples, prepared by The Tyree Consulting Group, dated February 3, 2000;
 - Sheets 3 and 4, The Maples, prepared by the Tyree Consulting Group, dated February 3, 2000 last revised April 28, 2000;
 - Sheet 5, The Maples, prepared by the Tyree Consulting Group, dated February 3, 2000 last revised May 15, 2000;
1. Prior to the issuance of a Zoning Permit, the applicant shall combine the seven individual tax parcels comprising the site into one parcel and file such map on the Danbury Land Records.
 2. The Site Plan shall be revised to provide a ten (10) foot wide utility easement with such easement granted to the City of Danbury to facilitate installation and maintenance of the traffic signal control devices located in the area as per the correspondence from the City Traffic Engineer and Local Traffic Authority dated May 19, 2000. Such easement shall be properly recorded on the Danbury Land Records prior to the issuance of a Certificate of Zoning Compliance.
 3. Prior to the issuance of the first Certificate of Occupancy for a dwelling unit within the project, a Homeowner's Association must be formed and documents properly recorded on the Danbury Land Records identifying the Association's maintenance responsibilities within the former portion of Union Avenue that now serves as access into the project site. The Homeowner's Association shall be responsible for the full maintenance of the driveway from the project site to Balmforth Avenue, such driveway that may also provide access to the adjacent properties N/F Booker Connecticut Corporation, James R. Durham, and Richard Blessey.
 4. The applicant shall obtain all required approvals from the City of Danbury Department of Parks, Recreation and Forestry for any planting, clearing or grading work to be performed within the City's right-of-way.
 5. The site shall be developed in accordance with the Affordable Housing Contract between the City of Danbury and Maple and Union, LLC, prepared by the applicant and approved by City of Danbury Assistant Corporation Counsel on April 14, 2000, such contract to be approved by the City of Danbury Common Council prior to the issuance of the first Zoning Permit.
 6. This special exception approval does not preclude the requirement for any other departmental approvals or permits that may be necessary to complete this proposed project including those required for signage.

SECTION OF DANBURY ZONING ORDINANCE UNDER WHICH SPECIAL EXCEPTION IS GRANTED – 4.B.7

THE EFFECTIVE DATE OF THE SPECIAL EXCEPTION IS THE DATE ON WHICH THE APPLICANT FILES THIS CERTIFIED COPY OF GRANT OF SPECIAL EXCEPTION ON THE LAND RECORDS OF THE CITY OF DANBURY.

I hereby certify that the foregoing constitutes a true copy of the Special Exception granted by the Planning Commission of the City of Danbury on July 19, 2000. The Commission's approval shall be void and of no effect unless the applicant files this Certified Copy of Grant of Special Exception on the Land Records of the City of Danbury within SIXTY (60) DAYS OF APPROVAL.


 Judith L. Cronan, Secretary to the
 PLANNING COMMISSION - CITY OF DANBURY



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

October 3, 2000

Mayor Gene F. Eriquez
Members of the Common Council

Re: **Drainage Problem on Great Plain Road**

The Common Council Committee appointed to review a drainage problem on Great Plain Road met on August 29, 2000 at 8:30 P.M. in the Third Floor Caucus Room in City Hall. In attendance were committee members Mary Smith, Dean Esposito and Mary Saracino. Also in attendance were City Engineer William Buckley, the petitioner, Dr. Allan Hindin and Council Members Tom Arconti, ex-officio.

Dr. Hindin presented a summary of the problem. Approximately three years ago, Great Plain Road was paved and curbing were installed. The water would go over the curb and had a negative impact on the Hindins' property. The original drain could not handle the overflow of the water collecting at that spot. The City installed an additional drain, but that did not alleviate the problem. The situation was further assessed and it was decided that the drainpipe needed to be cleaned. This seemed to rectify the problem. Dr. Hindin stated that even with all the rain this summer, there have been no problems.

Mrs. Saracino made a motion that no action be taken due to the improvements that have been made. Seconded by Dean Esposito and passed unanimously.

Respectfully submitted,

MARY M. SMITH, Chairman

DEAN E. ESPOSITO

MARY G. SARACINO



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

October 3, 2000

Mayor Gene F. Eriquez
Members of the Common Council

Re: **America's Children Request**

The Common Council Committee appointed to review the request of America's Children met on June 28, 2000 at 7:00 P.M. in City Hall. In attendance were committee members Abrantes and Martin Moore. Also in attendance was Corporation Counsel Eric Gottschalk.

The request was discussed and a bid had already been placed on the property America's Children was requesting. Mr. Moore made a motion to take no action due to the bid which was previously received on this property and requested that For America's Children be placed on the Bidding List for future available properties. Motion was seconded by Ms. Abrantes and passed unanimously.

Respectfully submitted,

HELENA ABRANTES, Chairman

CONNIE SHULER

MARTIN MOORE



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

PROGRESS REPORT

October 3, 2000

Mayor Gene F. Eriquez
Members of the Common Council

Re: **Consolidation of Wooster Hose Company and Citizens Hose**

The Common Council Committee appointed to review the request for consolidation of Wooster Hose Company and Citizens Hose Company met on September 18, 2000 at 7:00 P.M. in Conference Room 3C in City Hall. In attendance were Committee Members Dean Esposito and Mary Saracino. Emile Buzaid was absent. Also in attendance were Corporation Counsel Eric Gottschalk, Director of Finance Dominic Setaro, Fire Chief Carmen Oliver, City Engineer William Buckley, Kevin Barry from the Mayor's Office, Council Members John Esposito, Warren Levy and Pauline Basso, ex-officio, as well as representatives of Wooster Hose and Citizens Hose.

David Bunting of Wooster Hose gave an overview of the plan. Both buildings are over 100 years old and are in need of repairs. The belief is one new energy efficient house would be a good option. They now need to find out if this plan is feasible, such as how would it work, where would it be and how the operation would run. Dean Esposito stated that the fire companies made this proposal on their own and that nothing is being forced.

Mr. Esposito asked Mr. Setaro how the value of the two properties could be determined. Mr. Setaro stated that appraisals could be done in-house. The properties would have to be declared surplus and a new property would have to be found. An outside firm could also do the appraisals and it should not be too large an expense.

Mr. Esposito stated that there might be property available at Tarrywile Park. Jay Rotella of Citizens Hose stated that they originally looked at property behind Rogers Park. The Scott Fanton Museum has a 100-year lease on this property. Tarrywile Park officials showed three parcels, one on Tarrywile Park property near the lake, one on Brushy Hill Road and one on Mountainville Road near the ski slope, which would be the best one. Mr. Bunting stated that the first two had potential problems. Brushy Hill Road is two curvy for the

apparatus and Tarrywile Lake is too far out of the way and the roads are too small. Mr. Esposito asked Mr. Setaro what avenue is available for finding available property. Mr. Setaro said that there is a list of City owned properties.

Mr. Esposito asked Chief Oliver for his input. Chief Oliver said that this is a win/win situation. The companies complement each other. There would be a pool of resources in one building. He stated that it is not feasible to expand the existing buildings. Mrs. Saracino asked if the buildings cannot be sold, how would the new building be financed. Mr. Setaro said that the City could have a bond issue, the cost of a new building could be put into the budget, or other funds could become available in the existing budget. Mrs. Saracino asked Chief Oliver how he sees this plan working in the future. Chief Oliver said it is the only way to go. There are now twelve companies. The City would be better off with three or four.

Mr. Esposito then introduced Corporation Counsel Eric Gottschalk who has been appointed Chairman of the new Task Force. Attorney Gottschalk said that although he has been appointed Chairman of the Task Force, the scope of the charge has not yet been decided. A report is expected by February 2001. Dean Esposito said that although this committee is focusing on the consolidation request, it will remain standing and they hope to follow the recommendations of the Task Force, but if the Task Force says no, that does not necessarily mean the committee will say no.

Mrs. Saracino made a motion that the committee be continued, that appraisals of the two buildings be obtained, that the City Officials look for an appropriate site for the new building and decisions continue to be made at this level. Seconded by Dean Esposito and passed unanimously.

Respectfully submitted,

DEAN ESPOSITO, Chairman

EMILE BUZAID

MARY SARACINO