

COMMON COUNCIL MEETING – FEBRUARY 4, 2003

Mayor Boughton will call the meeting to order at 7:30 P.M.

PLEDGE OF ALLEGIANCE AND PRAYER

ROLL CALL

Nolan, McAllister, Null, Coladarci, Kelly, Buzaid, Dean Esposito, Machado, Shuler,
Scozzafava, Levy, John Esposito, Saadi, Dittrich, Basso, Darius, Furtado, Gogliettino,
Moore, Neptune, Setaro

_____PRESENT _____ABSENT

PUBLIC SPEAKING

MINUTES – Minutes of the Common Council Meeting held January 7, 2003 and the
Special Common Council Meeting held January 21, 2003

CONSENT CALENDAR

1 – ORDINANCE – Electronic Payments

2 – RESOLUTION – Veterans Property Tax Exemption

3 – RESOLUTIONS – Health Department Fees

4 – RESOLUTION – Van Grant

5 – COMMUNICATION – Promotion to Lieutenant in the Fire Department

6 – COMMUNICATION – Promotion to Captain in the Fire Department

7 – COMMUNICATION – Appointments to the Environmental Impact Commission

8 – COMMUNICATION – Donations to the Department of Elderly Services

9 – COMMUNICATION – Donations to the Danbury Library

10 – COMMUNICATION – Donation of a Blue Star Memorial Marker

11 – COMMUNICATION – Grant Donation to the Fire Department

12 – COMMUNICATION – Donation to the Fire Department

13 – COMMUNICATION – FEMA Funds

-
- 14 – COMMUNICATION – Donations to the Welfare Department
-
- 15 – COMMUNICATION – Reappropriation of Donated Funds
-
- 16 – COMMUNICATION – Fire Department Special Services Account
-
- 17 – COMMUNICATION – Acceptance of Irving Place as a City Road
-
- 18 – COMMUNICATION – Lease of Property – 126 South Street
-
- 19 – COMMUNICATION – Request for the City to take over Hawthorne Terrace Water
-
- 20 – COMMUNICATION – Request for a Committee regarding EPA Lawsuit
-
- 21 – COMMUNICATION – Habitat for Humanity Development Proposals
-
- 22 – COMMUNICATION – Acceptance of Cobblestone Trail as a City Road
-
- 23 – COMMUNICATION – Traffic Conditions on Coalpit Hill Road
-
- 24 – COMMUNICATION – Executive Hangars, Yankee Gas Services Company Easement
-
- 25 – COMMUNICATION – Executive Air Service – Danbury Municipal Airport
-
- 26 – COMMUNICATION – Reports regarding Donation of Greenhouse and Trailer
-
- 27 – COMMUNICATION – Reports regarding Discontinuance of a portion of Ye Olde Road
-
- 28 – COMMUNICATION – Reports regarding 23, 25 & 29 Sugar Hollow Road
-
- 29 – COMMUNICATION – Senior Center – Elmwood Place – CL&P Utility Easement
-
- 30 – REPORT – New England Aircraft Sales Lease
-
- 31 – REPORT – Snow Plowing of Private Roads
-
- 32 – REPORT – Request for Sewer and Water Extensions – Terre Haute Road
-
- 33 – REPORT – Request for Sewer Extension – 1 Kenosia Avenue
-
- 34 – COMMUNICATION – City of Danbury v. Barry (Executive Session)
-
- 35 – DEPARTMENT REPORTS – Public Works, Police Chief, Fire Chief, Fire Marshall,

Department of Elderly Services, Health Department, Permit Center, Welfare
Department

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

CONSENT CALENDAR – FEBRUARY 4, 2003

3 – Adopt four resolutions to amend fees associated with issuance of certificates of apartment occupancy, food service licenses, rooming house and hotel licenses and well permit reviews

4 – Adopt the resolution to apply for and accept grant funding from the Connecticut Department of Transportation in an amount of up to \$35,000 for the cost of wheelchair accessible vehicles as described

7 – Approve the appointment of Richard J. Antous, Jr. and Kevin B. Russell to the Environmental Impact Commission

13 – Approve acceptance of \$1,000 from the United Way of Northern Fairfield County for consumable supplies at the City Emergency Shelter as described

15 – Approve the transfer of \$374 from the Elderly Services Donations Account to the Commission on Aging budget as described

16 – Approve request to transfer \$10,000 to the Fire Department Special Services Account as described

24 – Approve utility easement to Yankee Gas Service Company subject to and activated upon approval by the Planning Commission as described

27 – Approve the discontinuance of a portion of Ye Olde Road as described subject to the conditions stated in the reports of the Director of Public Works and the Planning Commission

✓ 28 – Approve the request of Weeks Automobile Corporation to install storm water drainage on City property subject to the conditions stated in the reports of the Director of Public Works, the Airport Administrator, the Planning Commission and the EPA Guidelines

29 – Approve a utility easement request at Elmwood Place Senior Center to CL&P subject to and activated upon approval by the Planning Commission as described

30 – Receive a report regarding New England Aircraft Sales Lease and approve the recommendations as described

31 – Receive a report regarding snow plowing of private roads and approve the recommendations

32 – Receive a report regarding a request for sewer and water extension at Terre Haute Road and approve the recommendations

33 – Receive a report regarding a request for sewer extension at 1 Kenosia Avenue and approve the recommendations

City of Danbury
Information Technology Department

January 29, 2003

To: Honorable Warren Levy, Common Council President
Honorable Mark D. Boughton, Mayor

From: Wade Anderson
Manager, Information Technology

Subject: Common Council Agenda Item -- Ordinance Change

The ability to find information and do business over the internet has proven to be popular with the residents and taxpayers of the city. This technology can be used to make the payment of a variety of bills, like taxes and use charges, faster and more convenient for both residents and city officials. In order to implement a system to accomplish this an ordinance will be needed. We have worked with the Office of the Corporation Counsel to develop such an ordinance for your consideration, you should find a copy attached.

Please consider this ordinance in the usual fashion. If you have any questions about this program I would be happy to address them with you at your convenience. Thank you for your prompt attention.

Wade Anderson



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

VIA HAND DELIVERY

January 28, 2003

President Warren Levy and Common Council members
Common Council of the City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

RE: Resolution – Veterans' Property Tax Exemption.

Dear President Levy and Fellow Council members:

Attached hereto is a resolution regarding the veteran's property tax exemption we have drafted at the direction of the entire Common Council. The resolution urges the State of Connecticut to amend the current veterans property tax exemption to allow municipalities the discretion to increase the income means test threshold thereby allowing for more veterans and their spouses to qualify for tax relief. The resolution also requests both the State and Federal governments to consider providing financial assistance to municipalities that provide such tax relief.

We have drafted this resolution in cooperative manner based upon dialogue with Common Council members, area veterans and members of our Legislative delegation. We urge our fellow Council members to approve this resolution as expeditiously as possible so that this important matter may receive the Legislative attention it deserves.

Should you have any questions you may contact either of us at your convenience.

Sincerely,

Thomas J. Saadi
4th Ward Councilman and
Democratic Legislative Leader

Vincent P. Nolan
1st Ward Councilman and
Republican Legislative Leader

Attachment

TJS/tjs/vpn



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, pursuant to the provisions of section 12-81f of the Connecticut General Statutes, the State of Connecticut affords municipalities the option to offer tax relief to those veterans and their spouses who are eligible for tax exemptions under section 12-81 of the Connecticut General Statutes; and,

WHEREAS, in recognition of the extraordinary sacrifices made to the city, the state and the nation by veterans and their spouses the City of Danbury has exercised that option and provided the maximum tax relief that state statutes allow; and,

WHEREAS, said tax relief is only available to those veterans and their spouses who meet certain income limitations imposed by section 12-811 of the Connecticut General Statutes; and,

WHEREAS, these income limitations do not reflect the high cost of living in Danbury and other municipalities throughout the State of Connecticut and as a result many veterans and their spouses who are in need of tax relief are ineligible for such relief; and

WHEREAS, the City of Danbury believes that it and other municipalities throughout the State of Connecticut should have the authority to provide additional tax relief pursuant to state statutes; and

WHEREAS, the City of Danbury and other municipalities throughout the State of Connecticut that provided the tax exemptions under section 12-81f of the Connecticut General Statutes do so absent any Federal or State funding for said tax exemptions; and

WHEREAS, all citizens of our Nation and all levels of government: Federal, State and municipal, owe our Nation's veterans and their spouses a debt of gratitude for their extraordinary sacrifices made on behalf of the entire Nation.

NOW, THEREFORE, BE IT RESOLVED THAT in recognition of those extraordinary sacrifices made to the city, the state and the nation by veterans and their spouses, the Common Council of the City of Danbury does hereby respectfully urge the General Assembly of the State of Connecticut to amend the provisions of section 12-811 by modifying the income limitations contained therein to permit municipalities the discretion to raise said income limitations thereby allowing substantially more veterans and their spouses to be eligible for the tax relief that could be offered by the City of Danbury and other municipalities within the State of Connecticut; and

BE IT FURTHER RESOLVED THAT in recognition of the debt all citizens of our Nation and all levels of government: Federal, State and municipal, owe our Nation's veterans and their spouses, the City of Danbury does hereby respectfully urge the General Assembly of the State of Connecticut to consider amending the General Statutes of the State of Connecticut to provide financial assistance to those municipalities that offer tax relief to veterans and their spouses under section 12-81 of the Connecticut General Statutes at a ratio to be determined by the General Assembly; and

BE IT FURTHER RESOLVED THAT in recognition of the debt all citizens of our Nation and all levels of government: Federal, State and municipal, owe our Nation's veterans and their spouses the City of Danbury does hereby respectfully urge the Congress of the United States to provide financial assistance to States and municipalities that provide veterans and their spouses with such tax exemptions.



3

CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810
OFFICE OF THE CORPORATION COUNSEL

(203) 797-4518
(203) 796-8043 FAX

January 28, 2003

PLEASE REPLY TO:
DANBURY, CT 06810

Honorable Mayor Mark D. Boughton
Honorable Members of the Common Council
City Hall
155 Deer Hill Avenue
Danbury, Connecticut 06810

Re: Health Department Fee Resolutions

Dear Mayor and Council Members:

At the public hearing held on January 13, 2003, in addition to two health department sponsored ordinance amendments, modifications to four resolutions were also presented for comment. In his letter of November 22, 2002, the Director of Health offered these resolutions to you for consideration; they relate to fees associated with the issuance of certificates of apartment occupancy, food service licenses, rooming house and hotel licenses and well permit reviews. As the Director of Health indicated that night, the new fees more accurately reflect the city's administrative costs and are within the range charged for comparable licenses and reviews by other communities. Please consider their adoption in the usual fashion.

Sincerely,

Eric L. Gottschalk
Assistant Corporation Counsel

cc: William Campbell, Director of Health





RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200_

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the City of Danbury has enacted an ordinance designated as Section 10-10, concerning, among other things, the issuance of certificates of apartment occupancy; and,

WHEREAS, Subsection 10-10(4) of said ordinance provides for the establishment of a fee to be charged in connection with the issuance of said certificates,

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF DANBURY, THAT:

The Director of Health is hereby authorized and empowered to impose a fee of thirty-five dollars (\$35.00) for the issuance of all such certificates of apartment occupancy.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200__

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the City of Danbury has enacted a food service establishment ordinance designated as Chapter 8A of the Danbury Code of Ordinances; and

WHEREAS, Section 8A-6 of said ordinance provides for the establishment of an annual schedule of fees to be collected to defray the expense of food service establishment licensing,

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF DANBURY, THAT:

The Director of Health is hereby authorized and empowered to impose the following fees for all licenses issued from July 1 through June 30 of each fiscal year.

1. All food service establishments, except food stores and markets, having a seating capacity of from zero (0) to fifty (50) seats shall pay an annual fee of one hundred dollars (\$100.00).

2. All food service establishments, except food stores and markets, having a seating capacity of from fifty-one (51) to one hundred (100) seats shall pay an annual fee of one hundred and fifty dollars (\$150.00).

3. All food service establishments, except food stores and markets, having a seating capacity of more than one hundred (100) seats shall pay an annual fee of two hundred and fifty dollars (\$250.00).

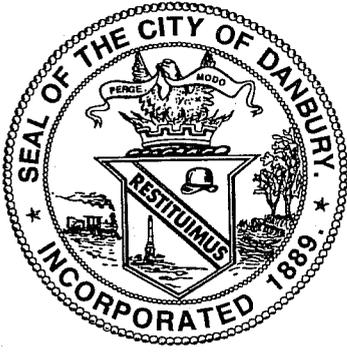
4. All food stores and markets having a [retail] area of twenty-five hundred (2,500) square feet or less shall pay an annual fee of one hundred dollars (\$100.00).

5. All food stores and markets having a [retail] area of from twenty-five hundred and one (2,501) to five thousand (5,000) square feet shall pay an annual fee of two hundred dollars (\$200.00).

6. All food stores and markets having a [retail] area of over five thousand (5,000) square feet shall pay an annual fee of two hundred and fifty dollars (\$250.00).

7. Any food service establishment that fails to renew its license in accordance with the provisions of Section 8A-7 of the Danbury Code of Ordinances on or before August 1 of the applicable fiscal year shall be subject to a late payment fee of one hundred dollars (\$100.00).

8. The fees established in paragraphs 1 through 6 hereof are intended to defray the costs associated with routine periodic inspections of food service establishments. All such establishments requiring additional inspections due to the existence of conditions observed during routine inspections, which require correction and therefore reinspection, shall pay a fee of one hundred dollars (\$100.00) for the first such reinspection and a fee of two hundred dollars (\$200.00) per reinspection for every subsequent reinspection.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200_

RESOLVED by the Common Council of the City of Danbury:

9. Any plan review and inspection required pursuant to Sections 8A-2 and 8A-3 of the Danbury Code of Ordinances in connection with the construction, alteration or remodeling of food service establishments shall be performed by the Director of Health or his designee upon payment of a fee of one hundred and twenty-five dollars (\$125.00).

10. All food service establishments requiring more than one pre-operational inspection pursuant to Section 8A-3 of the Danbury Code of Ordinances due to the existence of conditions observed during the first pre-operational inspection which require correction and therefore reinspection, shall pay a fee of one hundred dollars (\$100.00) for the first such reinspection and a fee of two hundred dollars (\$200.00) per reinspection for every subsequent reinspection.

11 Any temporary food service establishment may obtain a license for its operations pursuant to Section 8A-8 of the Danbury Code of Ordinances upon payment of a thirty-five dollar (\$35.00) license fee.

12. No license fee shall be required of a not-for-profit entity operating a food service establishment.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200_

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the City of Danbury has enacted an ordinance designated as section 10-11 of the Danbury Code of Ordinances concerning, among other things, the licensing of rooming houses and hotels; and

WHEREAS, paragraph (e) of subsection 10-11(1) provides for the establishment of a reasonable schedule of annual fees to be collected to defray the expense of licensing rooming houses and hotels,

NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF DANBURY, THAT:

The director of health is hereby authorized and empowered to impose a licensing fee of eight dollars (\$8.00) per room for each habitable room in each such rooming house or hotel. Said fee shall be imposed for all such licenses issued from July 1 through June 30 of each fiscal year.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200_

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, Section 25-130 of the Connecticut General Statutes requires that before commencing work on any well, the registered well driller shall obtain a permit from the State of Connecticut authorizing said work; and,

WHEREAS, said Section further requires that the well driller shall then submit the permit, together with a fee to be determined by the Common Council, to the local director of health or his agent who shall then sign said permit, provided that the proposed well conforms to the provisions of the Connecticut Public Health Code.

NOW THEREFORE BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF DANBURY, THAT:

The fee to be imposed in connection with the above-referenced well permit review is hereby established in the following amounts:

1. Drinking water wells – fifty dollars (\$50.00).
2. Irrigation wells – two hundred and fifty dollars (\$250.00)



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200__

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Federal Transit Administration will make grant funds available through the Connecticut Department of Transportation; and

WHEREAS, the funding will pay for 80% of the cost of wheelchair accessible vehicles for transporting elderly persons and persons with disabilities; and

WHEREAS, the City of Danbury is eligible to receive funds of up to \$35,000.00 from the ConnDOT; and

WHEREAS, the City of Danbury is required to provide 20% of the cost of the vehicle, up to \$8,750.00.

NOW THEREFORE, BE IT RESOLVED that Mark D. Boughton, as Mayor of the City of Danbury, is hereby authorized to make application for said funding and to sign any documents necessary to effectuate the purposes of said grant.

**CITY OF DANBURY**

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

DENA DIORIO
DIRECTOR OF FINANCE

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

Memorandum

To: Hon. Mark D. Boughton, via the Common Council
CC: Leo McIlrath
From: Dena Diorio, Director of Finance *ll*
Date: 1/29/2003
Re: Resolution – Van Grant

Attached for your review is a resolution that will enable the City of Danbury to accept funding from the Connecticut Department of Transportation. The City of Danbury would use these funds to purchase a wheelchair accessible van to provide service to the elderly and disabled population. The City is eligible to receive up to \$35,000. There is a local cash match of up to \$8750.00 required. A copy of the application is attached for your review.

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

If you have any questions, or require any further information, please contact my office at (203) 797-4652.

Dena Diorio, Director of Finance

Attach.



CITY OF DANBURY

OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

MARK D. BOUGHTON
MAYOR

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

January 29, 2003

Honorable Members of the Common Council
City of Danbury

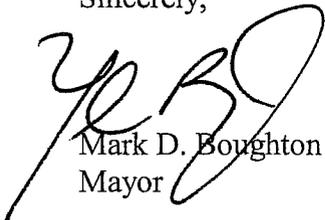
Dear Council Members:

I hereby submit for your confirmation the promotion of Firefighter William J. Lounsbury to the rank of Lieutenant in the Danbury Fire Department. Firefighter Lounsbury successfully completed the Civil Service requirements for this position and was the #1 candidate on the eligibility list.

Firefighter Lounsbury was appointed a member of the Fire Department on October 28, 1991. He received his Associates Degree in Fire Technology and Administration from Norwalk Community College and Certifications from the CT Fire Academy that include Incident Safety Officer and Pump Operator. He received certification from the National Fire Academy in Fire/Arson Detection and Certification from the State of New York in the Essentials of Firemanship Course and Initial Fire Attack. Firefighter Lounsbury is married. He and his wife Jill have two children, Joey and Colin.

Thank you for your consideration of this appointment.

Sincerely,



Mark D. Boughton
Mayor



CITY OF DANBURY

OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

MARK D. BOUGHTON
MAYOR

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

January 29, 2003

Honorable Members of the Common Council
City of Danbury

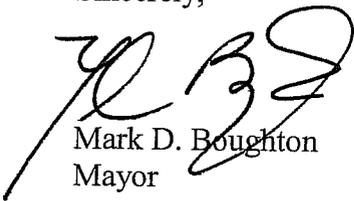
Dear Council Members:

I hereby submit for your confirmation the promotion of Lieutenant Stephen G. Williams to the rank of Captain in the Danbury Fire Department. Lieutenant Williams successfully completed the Civil Service requirements for this position and was the #1 candidate on the eligibility list.

Lieutenant Stephen Williams was appointed a member of the Fire Department on July 9, 1987. Lt. Williams received the Firefighter of the Year Award in 1999 and received the Danbury Fire Department Bravery Award in 1998 for an extrication on Interstate 84. He organized and conducted the "SNET Family Safety Night". He is also certified as an Emergency Medical Technician IV, a certified Hazardous Materials Technician and a Paramedic. Lt. Williams also served as a member of the U.S. Marine Corps. LT Williams is married and he and his wife Ellen have two children, Sara and Stephen Williams Jr.

Thank you for your consideration of this appointment.

Sincerely,


Mark D. Boughton
Mayor



CITY OF DANBURY

OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

MARK D. BOUGHTON
MAYOR

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

January 28, 2003

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Common Council Members:

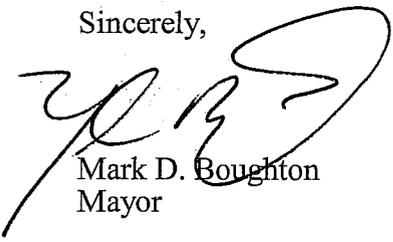
I hereby submit for your confirmation the appointment of the following individual to fill vacancies created by the resignations of Matt Rose and Michael Steinerd as Members of the Environmental Impact Commission with a term to expire December 1, 2005:

Richard J. Antous, Jr. [R] 5 Roger Drive Danbury, CT 06810	Kevin B. Russell [U] 15 Boyce Road Danbury, CT 06811
--	--

Mr. Antous and Mr. Russell are currently active Alternate Members of the Environmental Impact Commission.

Thank you for your consideration of these appointments.

Sincerely,



Mark D. Boughton
Mayor



8

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

Mayor Mark Boughton and
Members of the Common Council
City of Danbury
Danbury, CT 06810

January 28, 2003

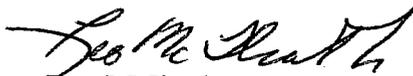
Mayor Boughton and Members of the Common Council:

The following donations of \$75.00 have been sent to the Department of Elderly Services for the use of the Danbury Senior Center:

Harborside Health Care	- 25.00
Danbury Assisted Living	- 25.00
Town of Redding	- 25.00

Kindly approve of these gifts and transfer them into the appropriate line items as requested on the accompanying form.

Respectfully,


Leo McIlrath

January 24, 2003

Mayor Mark D. Boughton
Danbury City Hall

Dear Mayor Boughton:

We have received the following donations:

<u>DONOR</u>	<u>AMOUNT</u>
1. Edyce D. Hornig, 46 Britannia Dr., Danbury 06811	\$25.00
2. Marcia J. Schwartz, 1435 Hearst Ave., Berkeley, CA 94702	50.00
3. Sydel M. Sachs, 1A Field Rd., Danbury 06811-4519	20.00
4. Mr. & Mrs. Joseph Leheny, 50 Briar Ridge Rd., Danbury 06810	20.00
5. Mr. & Mrs. Boyd Losee, 4 Crestwood Rd., Danbury 06811-3114	50.00
6. Mr. & Mrs. William Webb, 8 Susan Ln., Newtown, CT 06470	25.00

Please place these items on the agenda for the February Common Council meeting as these donations need to be deposited into the LIBRARYFUND.4651 Donations.

Sincerely,



E. McDonough
Director

c: Common Council - c/o J. Samaha ✓
Finance



National Garden Clubs, Inc.

10

January 24, 2003

Dear Members of the Danbury Common Council,

The Danbury Garden Club is requesting permission to erect a Blue Star Memorial Marker on the median at Exit 5. The Blue Star Memorial Marker program was begun by The National Garden Clubs, Inc. after WW11 to honor the men and women who served in that war. The blue emblem was chosen to represent the blue stars on service flags that were hung in windows in homes of service men and women. The markers were placed on designated Blue Star Highways. This highway system now extends thousands of miles across all states, including Hawaii and Alaska.



The Danbury Garden Club is requesting permission to erect a Blue Star Memorial Marker on the median at Exit 5. The Blue Star Memorial Marker program was begun by The National Garden Clubs, Inc. after WW11 to honor the men and women who served in that war. The blue emblem was chosen to represent the blue stars on service flags that were hung in windows in homes of service men and women. The markers were placed on designated Blue Star Highways. This highway system now extends thousands of miles across all states, including Hawaii and Alaska.

In 1951 the memorial was extended to include all men and women who had served, were serving or would serve in the Armed Forces of the United States. This program has remained very active through the years. It is a fine way to show patriotism and sixty more markers have gone up throughout this country since September 11, 2001.

To the Blue Star Memorial Highway Marker, the National Garden Clubs, Inc. added the Blue Star Memorial Marker, which can be placed on locations other than highways. This is the marker that the Danbury Garden Club wishes to donate in cooperation with the City of Danbury, which would be stated on the marker. This club would bear the entire cost of \$940.00 marker, which is made of cast aluminum, 41' high by 45' wide, with an overall height of 7'6" when erected. Included is the post of reinforced concrete with a formed aluminum skin. We are asking the city to install the marker and maintain the area in the future.

There has only ever been one marker in Connecticut. It is located on I 95, dates back to WWII and is in shameful disrepair. Danbury Garden Club would like to be at the forefront of bringing this program back to Connecticut. We look forward to your granting permission so we may complete this project in late Spring, with a beautiful Dedication Ceremony, of which we can all be proud.

ALL TO SEE, LEST WE FORGET, THOSE WHO HELP TO KEEP US FREE.

Yours truly,

Maria Nahom, National Blue Star Chairman
National Garden Clubs, Inc.
21 Summit Street
New Milford, CT 06776
860-355-5363

Louise Klecha, Blue Star Chairman
Danbury Garden Club
32 Oak Ridge Gate
Danbury, CT 06776
203-744-1871



recycled paper

11

CITY OF DANBURY

FIRE DEPARTMENT

19 NEW STREET

DANBURY, CONNECTICUT 06810

Peter Sicienski
Fire Chief

Phone 203-796-1555
Fax 203-796-1533

January 28, 2003

Mayor Mark D. Boughton
Members of the Common Council
City of Danbury
155 Deer Hill Ave.
Danbury, Ct. 06810

Re: Grant Donation to the Fire Department,

Dear Mayor Boughton and Members of the Common Council,

The Fire Department has received a grant donation from the Connecticut Fair Plan. This check in the amount of five hundred (500) dollars represents a contribution the Plan would like to make towards the purchase of a camera for the Fire Prevention Bureau.

I would ask that this generous donation be accepted at the February meeting of the Common Council and the \$500 be placed in Fire Department line item 2010.5713 Public Safety Equipment.

If you require any additional information please do not hesitate to contact me directly.

Very truly yours,



Peter J. Sicienski
Fire Chief

12

CITY OF DANBURY

FIRE DEPARTMENT

19 NEW STREET

DANBURY, CONNECTICUT 06810

Peter Sicienski
Fire Chief

Phone 203-796-1555
Fax 203-796-1533

January 28, 2003

Mayor Mark D. Boughton
Members of the Common Council
City of Danbury
155 Deer Hill Ave.
Danbury, Ct. 06810

Re: Donation to the Fire Department,

Dear Mayor Boughton and Members of the Common Council,

The Fire Department has received a donation from Tyuet Tran of 93 Park Avenue, Unit #1502, Danbury, Ct.. I would ask that this check for seventy-five (75) dollars be accepted at the February meeting of the Common Council. The funds should be deposited into Fire Department Line item 2010.5036 Volunteer Training.

If you require any additional information please do not hesitate to contact me directly.

Very truly yours,


Peter J. Sicienski
Fire Chief



13

CITY OF DANBURY
DEPARTMENT OF WELFARE & SOCIAL SERVICES

TELEPHONE
(203) 797-4569

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

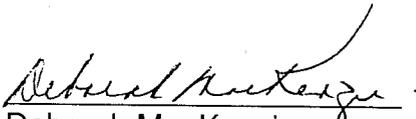
FACSIMILE
(203) 797-4566

To: Mayor Boughton
Fr: Deborah MacKenzie
Re: **Fema Funds**
Date: 1/16/03

Please see the attached letter from The Northern Fairfield County United Way. The \$1,000 that we will receive will be used to purchase consumable supplies for the City's Emergency Shelter.

Please have this item placed on the February Common Council Agenda. Please ask the Council to accept the allotment.

Thank you,


Deborah MacKenzie

c.c. Dena Diorio, Director of Finance
Jimetta Samaha, Assistant City Clerk

EMERGENCY SHELTER 796-1661
JOB SEARCH ASSISTANCE 796-1650

MEDICAL BENEFITS COUNSELING 797-4567
EMERGENCY AID NETWORK 797-4565





United Way of
Northern Fairfield
County

85 West Street
Danbury, CT 06810
Tel: 203.792.5330
Fax: 203.790.5182

January 15, 2003

Ms. Debbie MacKenzie
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Dear Debbie:

The Northern Fairfield County Local Board of the Emergency food and Shelter National Board Program has voted to distribute funds to your agency in Phase 21. The amount of your allocation is \$1,000.

Ten agencies, representing programs, were granted funding in Phase 21. Funds will be received in two payments directly from the National Board. This year, as in Phase 20, you will be required to use automatic deposit (electronic fund transfer) to receive funds.

A second meeting, just prior to the second FEMA payment, will be scheduled.

Please feel free to call if you have any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "June Renzulli".

June Renzulli
President



14

CITY OF DANBURY
DEPARTMENT OF WELFARE & SOCIAL SERVICES

TELEPHONE
(203) 797-4569

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

FACSIMILE
(203) 797-4566

January 9, 2003

Dear Mr. Mayor and Members of the Common Council:

The Dept. of Welfare & Social Services is requesting that you accept two donations.

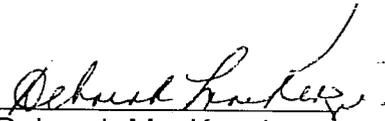
The first is a \$222.00 donation from City employees. These are the proceeds from the raffle held at the employee holiday gathering.

The Welfare Department is extremely grateful that our colleagues chose to show such support for the work we do and such concern for the community resident's seeking services. The donation will be split between the homeless services division (\$50 – 5010.6026) and the social service office (\$172.00 – 5000.5607).

The second donation of \$50.00 was received from Mary McAtee. This is a personal donation from the executive director of the statewide Coalition to End Homelessness (see attached note). This donation should be credited to 5010.6026.

Thank you for your attention to these matters.

Sincerely,


Deborah MacKenzie

c.c. Dena Diorio

EMERGENCY SHELTER 796-1661
JOB SEARCH ASSISTANCE 796-1650

MEDICAL BENEFITS COUNSELING 797-4567
EMERGENCY AID NETWORK 797-4565



MARY MCATEE
21 GRISWOLD STREET
HARTFORD, CT 06114
(860) 956-7611

05-85

DATE Dec 31, 02 2411

51-7659/2111

PAY TO THE ORDER OF City Shelter of Danbury \$ 50.00
fifty and no/100 DOLLARS



FRANKLIN TRUST
FEDERAL CREDIT UNION
632 FRANKLIN AVE.
HARTFORD, CT 06114-3031

MEMO

Mary Mcatee

⑆ 211176590⑆00000000062399⑆2411

LIBERTY

Deb -
Thanks you to you
and your staff for all
the good work you do
Happy 2003
Mary



15

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:01/28/023

MEMO TO: Hon. Mark Boughton
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 \$374.00 from the Elderly Services donations account to the Commission on Aging budget for the following accounts:

Professional Service Fees -- 5002.5331	374.00
--	--------

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

Leo McIlrath

LM/jg

cc: Dena Diorio
Director of Finance



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DENA DIORIO
DIRECTOR OF FINANCE

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

M E M O R A N D U M

DATE: January 30, 2003
TO: Hon. Mark D. Boughton via the Common Council
FROM: Dena Diorio, Director of Finance *Dena*
RE: Commission on Aging **CERTIFICATION**

I hereby certify the availability of \$374.00 to be transferred from the Elderly Services Donations Revenue Account to the Commission on Aging budget to the following account:

Professional Services	5002.5311	\$374.00
-----------------------	-----------	----------

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

/jgb



16

CITY OF DANBURY

DANBURY, CONNECTICUT 06810

Fire Department
19 New Street

Peter J. Sicienski, Chief
(203) 796-1550
Fax (203) 796-1533

DATE: JANUARY 13, 2002

**TO: MARK D. BOUGHTON, MAYOR
& COMMON COUNCIL MEMBERS**

FROM: PETER J. SIECIENSKI, FIRE CHIEF

RE: SPECIAL SERVICE ACCOUNT #2010.5052

**CC: DENA R. DIORIO, DIRECTOR OF FINANCE
JIMETTA L. SAMAHA, ASSISTANT CITY CLERK**

I am requesting \$10,000.00 be transferred into the Special Services Account #2010.5052 due to ongoing events. This item, as detailed in our budget narrative, is a wash item and the funds are returned as invoices are paid. The unencumbered balance as of week ending 01/04/03 is \$4,750.00.

If further information is needed, please contact.

Peter J. Sicienski
Peter J. Sicienski, Fire Chief

PJS/ft
SpecialServsTrans

January 13, 2003

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

To Whom It May Concern:

As a property owner on Irving Place, I'm requesting to have the approval and acceptance of that road completed. I'm told presently it's considered a private road pending completion of certain conditions. I understand after repairs and alterations to curbs, drainage and relocation & enlargement of turn around, the performance bond established to ensure its completion may have been released but the process of acceptance was never completed.

This has become a concern of mine and other owners on the road, as the police department efforts to control illegal parking by some tenants and visitors are hampered by this private road status. This endangers fire protection, enforcement of safe driving practice, and snow removal.

Calls of frustration by angry tenants to various city offices have received the following comments:

You're lucky we plow the road at all, it's not a town road, we only do it as a favor.

We can't maintain the road because it's not a town road.

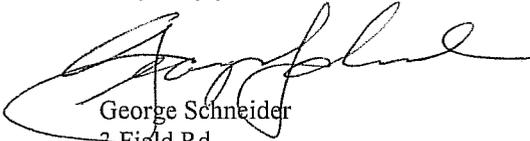
We can't enforce parking restrictions or safe driving practice because it is not a town road.

If you are unhappy with the town over the private road status of the street you live on, you might try withholding your rent so your landlord will do something to correct the problem.

I believe many of the property owners are unaware the road is not an accepted town road. For all the reasons mentioned above, I believe it's time to bring this condition to a conclusion.

Please inform me as to what can be done.

Very truly yours,



George Schneider
3 Field Rd.
Danbury, CT 06811
Owner: 32 Irving Place
Danbury, CT 06810

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

COLLINS, HANNAFIN, GARAMELLA, JABER & TUOZZOLO
PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
148 DEER HILL AVENUE, POST OFFICE BOX 440, DANBURY, CONNECTICUT 06813-0440

FRANCIS J. COLLINS
EDWARD J. HANNAFIN
JACK D. GARAMELLA
PAUL N. JABER
JOHN J. TUOZZOLO*
ROBERT M. OPOTZNER**
E. O'MALLEY SMITH
THOMAS W. BEECHER
EVA M. DEFranCO
CHRISTOPHER K. LEONARD
LAURA A. GOLDSTEIN
GAIL HAMATY MATTHEWS***
ANITA B. ALLEN
GREGG A. BRAUNEISEN**

TELEPHONE (203) 744-2150
EXTENSION: 3304
FACSIMILE (203) 791-1126

RIDGEFIELD OFFICE:
24 BAILEY AVENUE
RIDGEFIELD, CONNECTICUT 06877
TELEPHONE (203) 438-7403
FACSIMILE (203) 438-7425

January 21, 2003

INTERNET ADDRESS:
[HTTP://WWW.CHGJTLAW.COM](http://www.chgjlaw.com)
PLEASE RESPOND TO DANBURY OFFICE

*OF COUNSEL
**ALSO ADMITTED IN NEW YORK
***ALSO ADMITTED IN PENNSYLVANIA

HAND DELIVER

Mr. Warren M. Levy
President, Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Re: Lease of Property - Rear of 126 South Street, Danbury, CT
File No. 02-17197-1-P

Dear Mr. Levy:

Please be advised I represent John and Mary Koukos, owners of Premises located at 126 South Street, Danbury, CT. Please accept this letter as a request of Mr. and Mrs. Koukos to lease premises from the City of Danbury which premises are located in the rear of their property, currently known as JK's Restaurant. The property proposed to be leased would be used for additional parking. I am enclosing herewith a map showing the parcel of land to be leased. Please advise me of the status of any Committee Hearings with respect to the same. Thank you for your consideration.

Yours very truly,

Paul N. Jaber

PNJ:da
cc: Mr. & Mrs. John Koukos
Mr. Peter Koukos

Hawthorne Terrace Association LLC &
Hawthorne Terrace Water Company LLC
Danbury, CT 06811

19

January 25th, 2003

To the Danbury Common Council,

We are a Danbury based lake community of approximately 40 homes. We are a private watershed with two active wells that support our community. Our water is healthy and consistently passes all requirements/tests mandated by the state of Connecticut. Mr. Bill Buckley met with some of our homeowners on January 24th and provided us with an overview of work that would be commencing on Shore Rd. to resolve existing drainage issues. We collectively felt that since the road was going to be opened up, this was the opportune time to begin discussions about replacing the water pipes in the community and/or have the Town of Danbury take over our entire water system. Mr. Buckley provided us with an overview of the town's involvement in taking over the Pleasant Acres water system and then discussed that a letter declaring our intent was the first step in the process to start discussions. Based on discussions with Mr. Buckley, we would like to begin the process of reviewing with you the potential for the Town of Danbury to take over our water system.

We have a community meeting planned for Saturday February 8th with Mayor Boughton and someone from the highway department. We will utilize that meeting to discuss the details of the town potentially taking over our water system with our community. It is understood that the town would complete a cost analysis and that ultimately all the homes in our community would be required to pay an annual assessment fee as well as regular water payments. We will also call a special meeting in February to execute a community vote on this topic. Upon completion of this vote, we will again send a letter to the Common Council sharing the results.

Please let us know what else is required from us to begin the process of discussing the Town of Danbury taking over our water system.

Sincerely,



J. Clint Dally
President Hawthorne Terrace Water Company
11 Shore Rd.
Danbury CT, 06811

748-0502

CC. Bill Buckley



Denise Groski
President Hawthorne Terrace Association
8 Hillcrest Rd.
Danbury CT 06811

798-8495

JAMES M KELLY
Councilman - 3rd Ward
City of Danbury

20

January 21, 2003

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

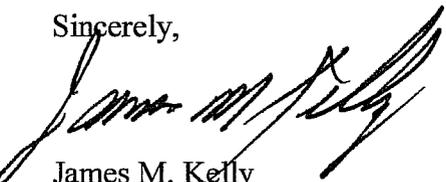
Re: State of Connecticut VS United States Environmental Protection Agency

Dear Mayor Boughton and Common Council Members:

I am requesting the formation of a Common Council Ad Hoc Committee to investigate the possibility of joining with 12 other Connecticut municipalities in the lawsuit filed by the State of Connecticut against the United States Environmental Protection Agency. This lawsuit is intended to prevent the EPA from implementing changes to key provisions of the Clean Air Act of 1970. As a lifelong asthmatic, I believe that these changes would have a detrimental affect on the health of the residents of Danbury.

Thank you for your consideration.

Sincerely,



James M. Kelly
3rd Ward



21

CITY OF DANBURY

OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

MARK D. BOUGHTON
MAYOR

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

January 28, 2003

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Common Council Members:

Housatonic Habitat for Humanity is a successful developer of affordable housing in Danbury. Two potential projects for the organization this year are located on Patch Street and Oakland Avenue. Communications from Habitat regarding the proposals are attached for your review. I support both projects and request your consideration of Habitat's proposals. I will appoint an Ad Hoc Committee of the Common Council to consider Habitat for Humanity's development proposals. The spring building season is fast approaching and your timely consideration will allow Habitat to plan their season.

Thank you for your consideration of these important affordable housing opportunities.

Sincerely,

Mark D. Boughton
Mayor

MDB/mm
Encl.



Peacock Alley - Suite 151
1 Padanaram Road
Danbury, CT 06811

January 14, 2003

Honorable Mayor Boughton and Common Council
Danbury Town hall
155 Deer Hill Avenue
Danbury, Connecticut 06810

RE: Assessor's # I-11102 0.14 Acres - Oakland Avenue

Dear Mayor Boughton and Common Council:

In June, 2002, Housatonic Habitat for Humanity showed an interest in acquiring the above lot owned by the city of Danbury. At the time, the parcel's 100% 1999 revaluation was assessed at \$1,400, an agreeable price for Housatonic Habitat for Humanity to consider as a purchase price. We did our due diligence and understood that this lot was capable of permitting the building of a small home. We even partnered with Dow Corporation, a willing sponsor to help build a Housatonic Habitat home in this neighborhood.

We have been fortunate enough to acquire other properties from the City of Danbury namely on Rowan Street and Blueberry Lane, and have been successful in moving families in and enhancing the neighborhood while filling once more the tax rolls for the city and meeting the Affordable Housing Mandates.

At the October, 2002 Town Council meeting under item #26, reports from the Director of Public Works, the Corporation Counsel and the Planning Commission positively recommending the sale of lot #111102 to Housatonic Habitat were received on the Consent Calendar and accordingly the "sale of the lot to Housatonic Habitat was approved at a price subject to a new current appraised value ..."

Unfortunately for Housatonic Habitat that new current appraised value, according to Richard Seman, Jr. Assistant Assessor, "the 100% assessment for the 2002 revaluation is \$33,100, which is based on the parcel being a building lot." And is considerably more than Housatonic Habitat can afford for one building lot.

We therefore request at this time Common Council, the Mayor, or any Ad Hoc committee sit down with us to negotiate a reasonable price or a donation, knowing that Housatonic Habitat would enhance the neighborhood, build community, bring in additional tax revenue, and make Danbury a better place to live and work.

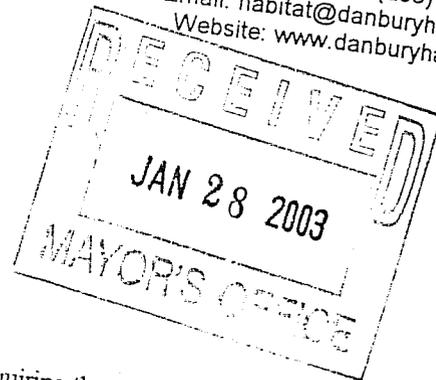
We eagerly anticipate your response.

Sincerely,

Christopher L. Brown
Executive Director

Working together to help build dreams

Phone: (203) 744-1340 - Fax: (203) 744-1340
Email: habitat@danburyhabitat.org
Website: www.danburyhabitat.org





Housatonic
Habitat for
Humanity

Working together to help build dreams

Peacock Alley - Suite 151
1 Padanaram Road
Danbury, CT 06811

Phone: (203) 744-1340 - Fax: (203) 744-1341
Email: habitat@danburyhabitat.org
Website: www.danburyhabitat.org

January 14, 2003

Danbury Public Utilities
155 Deer Hill Avenue
Danbury, CT 06810

To Whom It May Concern:

I want first of all to say how much we at Housatonic Habitat for Humanity appreciate how the City of Danbury works with us and facilitates our mission. Without the cooperation of Danbury, not one of the nine homes we have built in the past several years would have been accomplished.

However, we cannot rest on our laurels. By the city's admission, still the number one challenge in Danbury is affordable housing. We think we are one of the great linking solutions to this problem when given the opportunity.

Currently, however, we are stalled. In June, 2002, NewMil Bank donated to Housatonic Habitat for one dollar a foreclosed property at 16 Patch Street, Danbury. That property, vacant and abandoned for more than ten years, had past due taxes amounting to more than \$9,000, and bills from Water and Sewer of more than \$32,000 plus a \$741 legal fee attached when it was given to us.

We are requesting Public Utilities to consider negotiating with us to reduce the water and sewer bill, or waiving it altogether because in fact no water has been coming into the property, nor sewage going out for more than ten years, thus there is no actual loss of physical resources. We are asking that whatever steps necessary be taken in order that we might begin the Permitting process on 16 Patch Street to build two three bedroom units, to enhance the neighborhood, to bring in additional tax revenue, to meet the Affordable Housing Mandates, and inevitably to make Danbury a better place to live and work.

As per our due diligence and good faith, we paid the taxes of \$9,601.49 in December, and hope that we can partner with Public Utilities to come to an agreement where 16 Patch Street could then blossom as a productive piece of property satisfying to all parties involved.

We eagerly anticipate your response.

Sincerely,

Christopher L. Brown
Executive Director

Mayor Mark D. Boughton
155 Deer Hill Avenue
Danbury, CT 06810

January 6, 2003

Subject: Cobblestone Trail

Dear Mayor Mark D. Boughton,

We are residents of Cobblestone Trail in Danbury. We all request that you, Mayor Boughton, approve Cobblestone Trail as a Danbury City street. We have been paying our taxes to Danbury and we certainly would like the City of Danbury to take care of our street. We would appreciate very much your quick response.

Sincerely,
Residents of Cobblestone Trail

Kenneth and Theresa Wagner
1 Cobblestone Trail

Kenn Wagner 1/12/03

~~David Collins~~
PAUL + SUZANNE ORSINO

Paul Orsino 1-14-03

3 Cobblestone Trail

Robert and Sharon Toth
4 Cobblestone Trail

Robert & Sharon Toth

Dewitt and Donna Dudley
5 Cobblestone Trail

Dwight B Dudley 1/6/03

Waiming Tam
6 Cobblestone Trail

Paul R. Stevens

Paul and Kathryn Stevens
7 Cobblestone Trail

Eugene Waluschka 1/6/03

Eugene Waluschka
8 Cobblestone Trail

Herbert and Joan Lundgren
10 Cobblestone Trail

Herbert & Joan Lundgren

Copy:
Robert J. Yamin Corporation Counsel
Emile G. Buzaid, Jr. Common Council (5th Ward)
Dean E. Esposito Common Council (5th Ward)

Jan 13, 2003

JAN

23

PETITION TO THE CITY OF DANBURY

RE: Coal Pit Hill Road, Danbury; traffic control

To the President of the Common Council:

There exists a dangerous condition on Coal Pit Hill Road in Danbury, specifically the driveways that access and egress from 51-55 Coal Pit and 50 Coal Pit. The hazardous nature of Coal Pit Hill causes accidents causing death and car damage and unsafe entry and exit from these driveways. A significant method of CONTROLLING and ENFORCING traffic is our concern.

Please consider appointing an Ad Hoc committee to look at ways to correct this. We, the signed petitioners would like to be notified of the meeting of this committee so we can make ourselves heard.

Most respectfully


Mrs. Donna Hambret
53 Coal Pit Hill Road
voter and taxpayer

Coal Pit Hill Road

Name	Address	Voter		Telephone
		Y	N	
1. Anand S Baghel	53 Coalpit Hill Rd. Apt #3, Danbury-CT		N	203-791-9717
2. Robin Altysio	55 Coalpit Hill Rd Danbury CT		N	203-790-7911
3. David Haber	55 Coalpit Hill Rd Apt 4 Danbury CT 06810	Y		203-744-2418
4. N. Wayne Gowdy	55 Coalpit Hill Rd. Danbury, CT	Y		203-791-2647
5. Pam Hannequin	APT 3 51 COALPIT HILL RD		N	203-792-5742
6. Celia P. Canales	50 Coalpit Hill	Y		203-794-0355
7. Paul S. ...	50 COALPIT HILL	Y		7390067
8. CARLA OLIVEIRA	50, COAL PIT HILL RD ^{#3}		Y	778-218
9. James Gordon	53 Coalpit Hill ^{#4}	Y		449-2639
10. Walter Hart	53 coal pit Hill rd	Y		730-9966
11. Donna Hamblet	53 Coal Pit Hill Rd	Y		730 9966



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DANBURY MUNICIPAL AIRPORT
P.O. BOX 2299
DANBURY, CT. 06813-2299

AIRPORT ADMINISTRATOR
PAUL D. ESTEFAN
(203) 797-4624

January 24, 2003

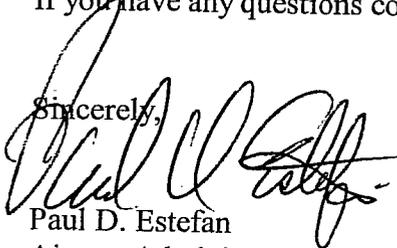
Mayor Mark D. Boughton
Hon. Members of the Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut 06810

Mayor Mark D. Boughton & Hon. Common Council Members;

Yankee Gas is requesting an easement over the Airport Property where the newly constructed T-Hangars are located. This request is being made so they can provide gas to heat the new hangars. I am enclosing a copy of the easement language and a map showing where the proposed gas line would be located if approved by the City. The Airport Administrator is offering no objections to the request, as it will not interfere with the airside or landside operations of the airport.

If you have any questions concerning my request please feel free to contact me.

Sincerely,



Paul D. Estefan
Airport Administrator

Cc: File (executive air t-hangars1)



24

CITY OF DANBURY
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810
OFFICE OF THE CORPORATION COUNSEL

(203) 797-4518
(203) 796-8043 FAX

January 29, 2003

PLEASE REPLY TO:
DANBURY, CT 06810

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

Re: Executive Hangars, LLC
Yankee Gas Services Company Easement

Dear Mayor and Council:

You have received, under separate cover, a letter and attached easement which would permit Yankee Gas Services Company to install and maintain a utility easement across and under perimeter property belonging to the City and leased presently to Executive Hangars, LLC on the west side of the Danbury Municipal Airport.

We have reviewed the request and document with counsel and based on that review, feel comfortable with recommending that you approve the easement as proposed.

It is further suggested that, in order to facilitate the completion of T-Hangar construction on the property by the lessee and to expedite the process in general, your approval be made subject to and activated upon approval by the Planning Commission.

Feel free to make reference to the attached documents and map and contact either the Airport Administrator or us in the event you have any questions.

Very truly yours,

Laszlo L. Pinter
Assistant Corporation Counsel

Attachments

cc: Robert J. Yamin, Corporation Counsel
Eric L. Gottschalk, Assistant Corporation Counsel
Paul D. Estefan, Airport Administrator
William Steele, Esquire

Llp:ehlc

EASEMENT

JAN 4 2003

For a valuable consideration, receipt of which is acknowledged, _____ (Grantor), grants unto Yankee Gas Services Company, a specially chartered Connecticut corporation with offices in Connecticut, its successors and assigns (Grantee), with WARRANTY COVENANTS, the non-exclusive perpetual right to construct, maintain, replace, relocate, remove and rebuild, across and under those portions of the Grantor's lands described herein (Easement Area(s)), distribution systems for gas, consisting of pipes, valves, fixtures and other appurtenances useful for providing gas services and for any other purpose connected with the services or operations of a Public Service Company as defined in the Connecticut General Statutes (Facilities), including underground pipes running from such Facilities and Easement Area(s) to any structures on the Grantor's lands (Services); the right to provide gas service to abutters by means of the same, and the non-exclusive right to enter the Grantor's lands for the purpose of inspecting, maintaining, replacing or removing said Facilities and Services. Together also with the non-exclusive right, after consultation with the Grantor, when practicable, to trim and keep trim, cut and remove such trees or shrubbery as in the reasonable judgment of the Grantee are necessary to maintain said Facilities, Services and appurtenances.

The easement area is located on the Grantor's lands on the westerly side of Miry Brook Rd. _____ in the Town/City of Danbury, Connecticut, more particularly shown on a map entitled "EASEMENT MAP SHOWING EASEMENT AREA TO BE GRANTED TO YANKEE GAS SERVICES COMPANY ACROSS THE PROPERTY OF CITY OF DANBURY LEASED TO EXECUTIVE HANGERS, LLC MIRY BROOK ROAD-DANBURY, CONNECTICUT SCALE: 1"=40' PROPOSED EASEMENT AREA: (AS SHOWN) DATE: DECEMBER 20, 2002" which map has been or will be filed in the Town/City of Danbury, Connecticut.

The Grantor agrees and acknowledges that Grantee shall have the right, with the necessary materials, utilities, personnel and equipment, to access Grantor's lands and to locate, install and operate its Facilities and Services within and from the aforementioned Easement Areas. Grantor further agrees and acknowledges that, except with the written permission of the Grantee no building, structure, or other improvement or obstruction shall be located upon or within the bounds of the Easement and Services Areas, with the exception of a) low growth minimal rooting plantings; b) impervious or other suitable cover for drive, walk and parking areas; or c) temporary/portable surface facilities such as trash dumpsters. Grantor further agrees that nothing shall be attached, at any time, to any property of the Grantee installed by virtue of this Easement. To facilitate the installation, repair, replacement or maintenance of its Facilities and Services, the Grantee may in its reasonable judgment, at its option and without liability to and at the expense of the Grantor, remove and dispose of any of the aforesaid made or installed subsequent to the date hereunder which are contrary to the provisions of this Easement. In such event, Grantee shall, at the sole expense of the Grantor, restore the area disturbed to substantially the same condition as existed prior to such installation, repair, replacement or maintenance.

By acceptance of this Easement, for as long as and to the extent that Grantee's Facilities, together with all Services and appurtenances located on the Grantor's lands pursuant to this Easement are used to provide gas distribution and service, and not withstanding any other agreement between the parties or anything herein to the contrary, the Grantee shall install, repair, replace and maintain such Facilities, Services and appurtenances at its own expense. With regard to any installation, repair, replacement or maintenance (Restorations) of said Facilities, Services and appurtenances, the Grantee shall promptly restore the area disturbed to substantially the same condition as existed prior to such Restorations provided, however, that such other restoration shall not include any structures, other improvements or plantings made or installed contrary to the provisions of this Easement. Any relocation of said Facilities and/or Services requested by or caused by any action on the part of the Grantor shall be at the sole cost of the Grantor.

Any Easement Area herein described and granted, or any interest therein or part thereof, may be assigned by the Grantee, wholly, jointly or in part, to any communication company, public service company or other entity associated with or succeeding to Grantee's business, and the Grantor hereby agrees to and ratifies any such assignment and acknowledges that the interest so assigned may be utilized by said assignee.

The terms "Grantor" and "Grantee" shall include lessees, heirs, executors, administrators, successors and assigns where the context so requires or permits.

If any third party having an interest in the Grantor's lands, as the same are represented herein, shall initiate an action that will adversely affect Grantee's rights and Easement interests as herein granted, then Grantor, at its sole cost and expense, shall pursue and acquire any legal remedies or instruments as may be required to secure Grantee's Easement interests. Grantor shall defend and hold harmless the Grantee from and against any and all claims losses or liabilities whatsoever, including reasonable legal fees, arising from such actions.

TO HAVE AND TO HOLD the premises unto it, the said Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal this _____ day of _____, 2002.

Signed, sealed and delivered in presence of: GRANTOR:

SIGNATURE, WITNESS FIRST

TYPED OR PRINTED NAME

BY: _____

SIGNATURE, WITNESS SECOND

TYPED OR PRINTED NAME

ITS: _____

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

S.S. _____

On this _____ day of _____ 2002, before me, the undersigned officer, personally appeared _____ who acknowledged him/herself to be the person whose name is subscribed to the within instrument and acknowledged that they, being duly authorized to do so, executed the same for the purposes therein contained as their and said Grantor's free act and deed.

In witness whereof, I hereunto set my hand and the official seal:

Notary Public - Seal Required My Commission Expires _____



25

CITY OF DANBURY
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810
OFFICE OF THE CORPORATION COUNSEL

(203) 797-4518
(203) 796-8043 FAX

January 29, 2003

PLEASE REPLY TO:
DANBURY, CT 06810

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

Re: Executive Air Service, LLC
Danbury Municipal Airport

Dear Mayor and Council:

Executive Air Service, LLC is a long standing Airport fixed base operator at the Danbury Municipal Airport, leasing acreage in the southwest side of the field.

The attached lease modification proposes to conclude a series of transactions involving a division of this leased property in 2002. At that time, this Council authorized 2.8 acres (of an original 7.8 acres) to be split off from Executive Air Service, LLC property and leased to Executive Hangars, LLC (the latter lease has been concluded). This split left the original tenant (Executive Air Service, LLC) with five acres of property on which to continue its pre-existing aviation operations.

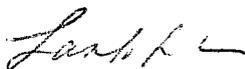
As part of the overall transaction, Executive Air Service, LLC agreed to continue to pay the same total rent for the remaining five (5) acres as it had for the original 7.8 acres (a net financial benefit to the City) in exchange for obtaining a revised twenty-five year term on its lease. Since its original lease for the 7.8 acres commenced in 1995 (ending in 2020), the new term (taking effect as of 7/1/02 would take the lease out to 6/20/27, essentially another eight years over the original term.

While we believe that the actual negotiation and agreement to make these changes had already been understood and agreed by the Council and the parties, because the term of lease for the five (5) acre parcel is being extended by approximately eight (8) years, we feel that this adjustment in term should be formally approved at this time and execution of the amendment authorized to reflect this understanding.

The Planning Commission had already approved this series of transaction when originally presented to them in 2001.

If you have any questions regarding this matter, please do not hesitate to call.

Very truly yours,



Laszlo L. Pinter,
Assistant Corporation Counsel

Attachment

cc: Robert J. Yamin, Corporation Counsel
Dena Diorio, Finance Director
Sengdao Bergmann, Finance Dept.
Paul D. Estefan, Airport Administrator
John Ashkar, Chairman Aviation Commission
Colleen M. Velez, Tax Assessor

Llp/easllc

AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE is made this ____ day of _____, 2003 by and among the **CITY OF DANBURY**, a municipal corporation, organized and existing under and by virtue of the laws of the State of Connecticut (hereinafter "Lessor"), and **EXECUTIVE AIR SERVICE, LLC**, a limited liability company and existing under the laws of the State of Connecticut having an office at 49 Miry Brook Road, Danbury, Connecticut (hereinafter "Substitute Lessee").

W I T N E S S E T H:

WHEREAS, Lessor and Executive Air Service, Inc. entered into an agreement dated October 1, 1995 (the "Lease") with respect to certain premises located at the Danbury Municipal Airport (the "Premises"); and

WHEREAS, the Lease was amended on December 8, 1995 to substitute the Substitute Lessee in place of the Lessee in all respects of the Lease; and

WHEREAS, the Lease was further amended on August 3, 2001 to add additional land area to Parcel C as described on Exhibit A-1 of the Lease; and

WHEREAS, Exhibit C of the Lease was amended to include the additional acreage of amended Exhibit A-1 as part of the annual rental determination to be paid for the additional leased parcel; and

WHEREAS, the parties hereto have agreed to amend Exhibit A-1 of the Lease and to delete 2.81 acres which have been leased to Executive Hangars, LLC and to extend the Lease Term set forth in Paragraph 1 of the Lease to be a term of 25 years commencing on July 1, 2002.

NOW THEREFORE, in consideration of the foregoing One Dollar and other valuable consideration, the parties hereto agree as follows:

1. The Lease of October 1, 1995 as amended is further amended to delete from Exhibit A-1, 2.81 acres leased to Executive Hangars, LLC.
2. The term of the Lease as set forth in Paragraph 1 shall be for 25 years commencing on July 1, 2002.
3. Except as herein and heretofore modified, the Lease of October 1, 1995 shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

Signed, sealed and delivered
in the presence of:

CITY OF DANBURY

By: _____
Mark Boughton
Its Mayor

EXECUTIVE AIR SERVICE, LLC

By: _____
Joseph R. Linero
Its Member



23-DEC

CITY OF DANBURY

26

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

December 6, 2002

Honorable Mark D. Boughton
Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Dear Mayor Boughton and Common Council Members:

Donation of Greenhouse and Trailer

At the December 3, 2002 Common Council meeting, the November 8, 2002 letter from Manuel Machado, Jr. relative to the donation of a greenhouse and trailer was forwarded to our office for a report within 30 days (reference meeting minutes item 23).

I know of no use the Public Works Department would have for the equipment listed in Mr. Machado's letter.

Perhaps the Tarrywile Park Authority, Parks and Recreation Department or School Department might have some need for this equipment. It is recommended that input from these other departments and agencies be solicited.

If you have any questions, please give me a call.

Very truly yours,

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

C: Robert Ryerson, with encl.
Sandy Moy, with encl.
Dr. William Glass, with encl.



**CITY OF DANBURY
PARKS, RECREATION & FORESTRY
DEPARTMENT**

HATTERS COMMUNITY PARK
7 EAST HAYESTOWN ROAD
DANBURY, CONNECTICUT 06811

ROBERT G. RYERSON, DIRECTOR
TEL. (203) 797-4632
FAX (203) 797-4634

M E M O R A N D U M

**TO: MAYOR MARK BOUGHTON AND
COMMON COUNCIL MEMBERS**

FROM: Robert G. Ryerson, Director of Parks & Recreation 

DATE: December 10, 2002

RE: DONATION OF GREENHOUSE & TRAILER

The City of Danbury's Parks, Recreation & Forestry Department has no interest in acquiring this donation. It may be of interest to Tarrywile Park. I am forwarding the referral to them for their consideration.



CITY OF DANBURY
DANBURY, CONNECTICUT 06810

HEALTH AND HOUSING DEPARTMENT
155 DEER HILL AVENUE

(203) 797-4625
FAX (203) 796-1596

January 26, 2003

The Honorable Mayor Mark D. Boughton and Members of the Danbury Common Council
155 Deer Hill Avenue
Danbury, Connecticut

Dear Mayor Boughton and Members of the Council:

In response to your request to review the list of items that were offered for donation by the Veterans Claims Assistance Program, there is only one item – the greenhouse – that caught my interest. It could potentially be useful to the Environmental Health Division in future stages of the Barnum Court phytoremediation demonstration.

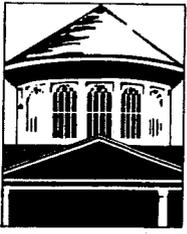
However, our Department has neither the facilities to house a greenhouse nor does it have the staff capabilities for proper maintenance. We would, therefore, decline the offer of this donation directly to our Department. We ask you to keep our needs in mind if another Department or City Organization / Authority has the facilities and personnel to set up and maintain the greenhouse, but has no identified need for its use.

Respectfully Yours,

Jack Kozuchowski

Coordinator of Environmental &
Occupational Health Services

cc: Bill Campbell



TARRYWILE
PARK &
MANSION

70 Southern Blvd., Danbury, CT 06810

203 744-3130

Fax 203 778-3352

E-mail: tarrywile.mansion@snet.net

www.danbury.org/org/tarry

December 20, 2002

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

RE: Donation of Greenhouse

Dear Mayor Boughton and Members of the Common Council:

The Tarrywile Park Authority was recently informed of the proposed donation of a greenhouse to the City of Danbury by Manuel Machado, Jr.

As we are in receipt of a letter from both William Buckley and Bob Ryerson stating that the City Departments have no use for the donation, we formally request the donation of the greenhouse to Tarrywile Park be considered.

At the present time, we do not have a place to erect the greenhouse, but would like to store it for a year or so and use it either in conjunction with the Greenhouse program we have established with the Danbury Public School system or perhaps in conjunction with a community garden which the Authority is considering as part of our Master Plan update.

We hope that you will look favorably upon our request. If I can be of any further assistance with this matter, please feel free to call me at 744-3130.

Sincerely,

Sandy Moy
Business Manager



31-Dec

27

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

December 6, 2002

Honorable Mark D. Boughton
Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Dear Mayor Boughton and Common Council Members:

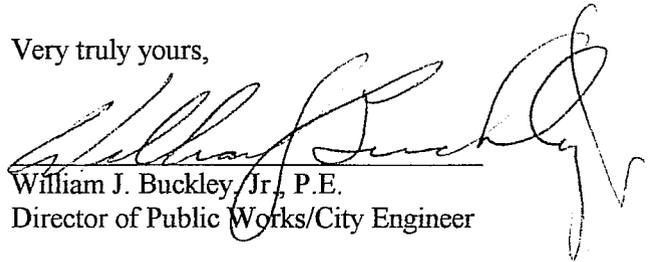
Discontinuance of a Portion of
Ye Olde Road

At the December 3, 2002 Common Council meeting, my November 8, 2002 letter relative to the discontinuance of a portion of Ye Olde Road was forwarded to our office for a report within 30 days (reference meeting minutes item 31).

We recommend that the Common Council formally discontinue the portion of Ye Olde Road from the intersection of Backus Avenue and Miry Brook Road and proceeding in a northwesterly direction for a distance of approximately one thousand seven hundred and seventy (1,770') feet as shown on the attached sketch and subject to the retention of sanitary sewer and water main easements that may be required for future sanitary sewer and water mains that will serve the Wooster School and possibly other area properties.

If you have any questions, please give me a call.

Very truly yours,


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

Encl.

C: Dennis Elpern, with encl.
Eric L. Gottschalk, Esq., with encl.



CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810
OFFICE OF THE CORPORATION COUNSEL

(203) 797-4518
(203) 796-8043 FAX

December 13, 2002

PLEASE REPLY TO:
DANBURY, CT 06810

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

Re: Proposed Discontinuance of Ye Olde Road
December Agenda Item #31

Dear Mayor and Council Members:

Please accept the following in response to your request for a report in connection with the above. This matter came before you as a result of a letter from Director of Public Works, William J. Buckley, Jr., dated November 8, 2002. In that letter Mr. Buckley recommended that a one thousand seven hundred and seventy (1,770) foot section of Ye Olde Road be discontinued and removed from the public highway system of the city, subject only to a reservation of utility easements for future sanitary sewer and water mains that could serve area residents, businesses and facilities. You referred the matter to this office for a report. It is our position that based on pertinent provisions of the Connecticut General Statutes and the Danbury Municipal Charter, the Common Council has the authority to discontinue a portion of Ye Olde Road in accordance with Mr. Buckley's suggestion.

We take this position based on the complementary language of Sections 13a-7 of the Connecticut General Statutes and 3-4 of the Danbury Municipal Charter. Section 13a-7 provides specific authority for the Common Council to discontinue highways and Section 3-4 confirms that authority by providing that the Common Council shall, "have all powers granted to municipalities by ... the general law or special laws not inconsistent herewith."

Accordingly, should you wish to do so, you may act to discontinue the little used portion of Ye Olde Road, subject to a reservation of utility easements as described by the Director of Public Works. As usual, we will be available to answer any questions that you may have as you proceed with deliberations. Please feel free to contact me earlier should the need arise.

Sincerely,

Eric L. Gottschalk
Assistant Corporation Counsel

Robert J. Yamin, Corporation Counsel



31-Dec



CITY OF DANBURY
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

PLANNING COMMISSION
(203) 797-4525
(203) 797-4586 (FAX)

January 22, 2003

To: Mayor Mark Boughton
Members of Common Council

From: Planning Commission

Re: 8-24 Referral/December CC Agenda Item 31 – Discontinuance of portion of Ye Olde Rd.

The Planning Commission has received a request from the Common Council for a report pursuant to CT General Statutes/Sec 8-24, regarding the above referenced item.

At the January 15, 2003 meeting, the Planning Commission made a motion to give a positive recommendation for the above referenced request based on the Planning Director's report. This recommendation was made with the addendum that Miller-Stephenson should be notified of this action.

Sincerely,

Joseph Justino
Joseph Justino
Chairman 

JJ/jr

Attachment

c: Engineering Dept.
Corporation Counsel



43-Dee
286

CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

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

December 11, 2002

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

Honorable Mark D. Boughton
Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Dear Mayor Boughton and Common Council Members:

23,25 & 29 Sugar Hollow Road
Weeks Automobile Corp.
Rights to Drain

The November 21, 2002 letter from Jeanne L. Williamson, P.E. requesting City approval to extend the drainage system proposed for the above noted development onto City of Danbury property (airport) and to discharge storm runoff to Kissen Brook on said City property that was forwarded to our department for a report within 30 days has been reviewed (reference Item 43 of the minutes of the December 3, 2002 Common Council meeting).

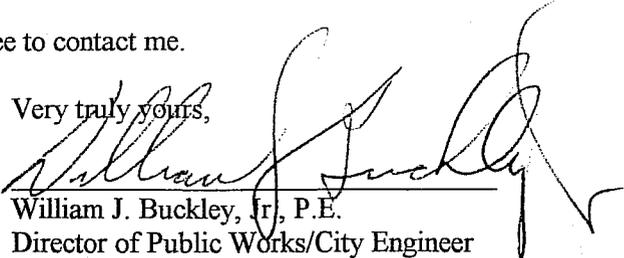
The site plan and related storm drainage calculations for the above noted development were reviewed by our department during the Planning Department site plan approval process. The plan and storm drainage calculations submitted are acceptable to our department.

The plan calls for a private on-site storm drainage detention system to be installed on the developer's property. This system will meter out storm water flow to maintain the site's discharge at a pre-development level. The development's storm drainage plan calls for the installation of a short section of pipe and rip rap on airport property from the City property line to Kissen Brook.

Our department recommends that Weeks Automobile Corp. be granted permission to install storm drainage on City property as per the approved site plan and to discharge storm water to Kissen Brook subject to the concurrence of Airport Administrator Paul Estefan.

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

Very truly yours,


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

C: Eric L. Gottschalk, Esq.
Dennis Elpern
Paul Estefan



43-Dee



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DANBURY MUNICIPAL AIRPORT
P.O. BOX 2299
DANBURY, CT. 06813-2299

AIRPORT ADMINISTRATOR
PAUL D. ESTEFAN
(203) 797-4624

December 19, 2002

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

Re: **23,25 & 29 Sugar Hollow Road Weeks Automobile Corp. Rights to Drain**

Dear Mayor and Council:

The Office of the Airport Administrator has worked closely with the Engineering Department of the City of Danbury and the applicants Representative Jeanne L. Williamson, P.E. on this request. We have also consulted with our own Engineers Hoyle Tanner and Associates on this submittal.

We concur with the findings and recommendations of our City Engineer William J. Buckley, P.E. that Weeks Automobile Corp be granted permission to install storm drainage on City property as per the approved site plan and to discharge storm water to Kissen Brook.

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

Sincerely,

Paul D. Estefan
Airport Administrator

Cc: File week's automobile





CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810
OFFICE OF THE CORPORATION COUNSEL

(203) 797-4518
(203) 796-8043 FAX

December 30, 2002

PLEASE REPLY TO:
DANBURY, CT 06810

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

Re: 23, 25 & 29 Sugar Hollow Road
Extension of Storm Drainage System

Dear Mayor and Council:

The above matter was referred to this office for a report. We have reviewed the petitioner's request, as well as the reports from Engineering and Airport Administrator.

The City Engineer has recommended that the petitioner be granted permission to install storm drainage on City property, in accordance with an approved site plan. Should the Council concur with his recommendation, this office will review necessary legal documents to accomplish the purposes thereof, which may include related transfer documents.

If you have any questions, please do not hesitate to contact us.

Very truly yours,

Laszlo L. Pinter
Assistant Corporation Counsel

cc: William J. Buckley, Jr., Director of Public Works/City Engineer
Paul D. Estefan, Airport Administrator
Dennis I. Elpern, Director of Planning and Zoning

llp:weeks

43-DEC



CITY OF DANBURY
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

PLANNING COMMISSION
(203) 797-4525
(203) 797-4586 (FAX)

January 8, 2003

To: Mayor Mark Boughton
Members of Common Council

From: Planning Commission

Re: 8-24 Referral/Dec. CC Agenda Item 43 – Request for Extension of Storm Drainage System/ 23, 25 & 29 Sugar Hollow Rd.

The Planning Commission has received a request from the Common Council for a report pursuant to CT General Statutes/Sec 8-24, regarding the above referenced item.

At the December 18, 2002 meeting, the Planning Commission made a motion to give a positive recommendation for the above referenced request based on the Planning Director's report provided the extension is designed and constructed in accordance with City standards.

Sincerely,

Joseph Justino
Chairman

JJ/jr

Attachment

c: Engineering Dept.
Corporation Counsel



29

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

January 16, 2003

Honorable Mark D. Boughton
Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Dear Mayor Boughton and Common Council Members:

Senior Center - Elmwood Place
CL&P Utility Easement

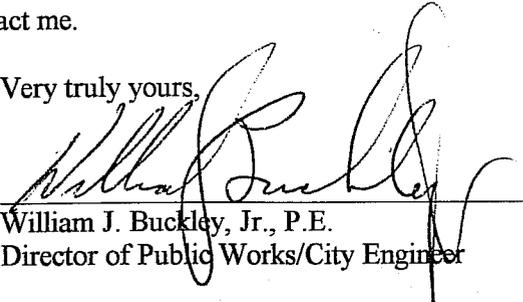
In order to provide electrical service to the senior center that is under construction on Elmwood Place, the City needs to provide Connecticut Light & Power a utility easement for a transformer and underground electric lines.

Enclosed please find copies of the utility easement map and legal description prepared by my department.

We, therefore, request that the Common Council approve the granting of this utility easement and authorize the Corporation Counsel's office to take whatever actions are warranted relative to this transfer.

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

Very truly yours,



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

Encl.

C: Eric L. Gottschalk, Esq., with encl. (2 sets)
George Breitwieser, CL&P, with encl. (2 sets)
Farid Khouri, P.E., with encl. (1 set)



**UTILITY EASEMENT TO BE GRANTED TO
THE CONNECTICUT LIGHT AND POWER COMPANY**

A certain piece or parcel of land containing 1,453 square feet (0.0334 Acres), more or less, situated in the City of Danbury, County of Fairfield and State of Connecticut at Elmwood Place and known as Tax Assessor's Lot Nos. I15310 (portion of) and I15309 (portion of) bounded and described as follows:

Commencing at a point on the southwesterly corner of Elmwood Place, which point is the northwesterly corner of land herein described, thence running easterly along the southerly street line of Elmwood Place on the following courses and distances N. 62° 25' 33" E. a distance of 98.00 feet to a point, thence N. 61° 46' 52" E. a distance of 4.44 feet to a point, thence turning and running southerly through the land of the Grantor S. 28° 13' 08" E. a distance of 8.06 feet to a point, thence turning and running westerly through the land of the Grantor S. 62° 23' 34" W. a distance of 49.43 feet to a point, thence turning and running southerly through the land of the Grantor S. 26° 30' 13" E. a distance of 12.64 feet to a point, thence turning and running westerly through the land of the Grantor S. 64° 02' 34" W. a distance of 52.85 feet to the westerly boundary line of land of the Grantor, thence turning and running northerly along the westerly boundary line of the Grantor N. 27° 42' 16" W. a distance of 19.18 feet to the point or place of beginning.

Bounded:

Northerly : By Elmwood Place

Easterly : By other land of the Grantor.

Southerly : By other land of the Grantor.

Westerly : By land now or formerly of The Danbury Square Box Company.

For a more particular description reference is made to a map entitled " Map Showing Elmwood Place to be Acquired by The City of Danbury and Utility Easement to be Granted to The Connecticut Light and Power Company Elmwood Place, Danbury, Connecticut Scale 1" = 20' November 20, 2002" with a revision date of January 13, 2003 prepared by the Engineering Department of The City of Danbury and certified substantially correct by Ireneo H. Despojado, P.E.&L.S. No. 12050, which map is to be filed on the Danbury Land Records.



30

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

February 4, 2003

Mayor Mark D. Boughton
Members of the Common Council

Re: New England Aircraft Sales Lease

The Common Council Committee appointed to review the New England Aircraft Sales Lease met on January 22, 2003 at 7:15 P.M. in the Third Floor Caucus Room in City Hall. In attendance were committee members Furtado, Moore and Dittrich. Also in attendance were Assistant Corporation Counsel Les Pinter, Airport Administrator Paul Estefan, Ron Whelan of New England Aircraft Sales, Aviation Commission Member Tom Opperman, Council Members Levy and Kelly, ex-officio and Lynn Waller.

Attorney Pinter stated that this lease is for five acres of land at the Airport for New England Aircraft Sales operating as an FBO. It is a fifteen-year lease at \$5,100 per acre with one ten-year option period at the end of the fifteen-year period. The tenant pays the property taxes, the insurance, and the utilities. All other aspects of the lease are consistent with other leases. There is Planning Commission approval.

Mr. Estefan stated that the Aviation Commission has reviewed this lease. Mr. Furtado stated that he visited the site and has a few concerns. There is a manned gate that is jammed open. He saw boats, a limo, cars covered with snow and batteries. He would like to see this cleaned up and have report from the Airport Administrator before final approval. Mr. Moore asked Attorney Pinter is there are any provisions in the lease for protecting or concealing outside storage from view? Attorney Pinter stated that the lease provides that the tenant will not damage the property. The committee can add a more specific clause into the lease regarding general waste and condition of the property.

Mr. Whelan stated that his present lease does not preclude storage on the property. As far as security of the gates, that is FAA and Airport property. Mr. Estefan stated that the property is the responsibility of the Airport, but will revert to Mr. Whelan when the lease is approved.

Mr. Moore made a motion to approve the lease as structured and dated October 28, 2002. Seconded by Mr. Dittrich. Mr. Moore said that Mr. Furtado had valid concerns

and asked if he was monitoring and reporting back to the Common Council. Mr. Furtado stated that he would like to add a clause that the lessee shall keep the property neat. He would like a report from Mr. Estefan indicating that everything was taken care of prior to the February meeting.

Mr. Moore made a motion to amend the main motion by adding to Article 13 a clause regarding waste disposal to be worked out by Attorney Pinter and Mr. Whelan. Seconded by Mr. Dittrich. Motion to amend carried unanimously.

Main motion, as amended, carried unanimously.

Respectfully submitted,

MANNY FURTADO, Chairman

MICHAEL MOORE

CHRISTIAN DITTRICH

NEW ENGLAND AIRCRAFT SALES

LEASE

THIS LEASE made this 1st day of March 2003, between **the CITY OF DANBURY**, a municipal corporation, organized and existing under and by virtue of the laws of the State of Connecticut, and **NEW ENGLAND AIRCRAFT SALES**, a Connecticut corporation having an office and principal place of business at P. O. Box 2022 Danbury, Connecticut, 06813, hereinafter referred to respectively as "LESSOR" and "LESSEE".

W I T N E S S E T H:

That the LESSOR hereby leases to the LESSEE and the LESSEE hereby leases from the LESSOR, that certain piece or parcel of land hereafter referred to as "the premises", more fully described on Exhibit A attached hereto and made a part hereof, for the purpose of conducting business as a fixed-base operator (FBO) at Danbury Municipal Airport, as defined in the Minimum Standards for Lease and/or Use of Danbury Municipal Airport, effective May 10, 1988, as amended, a copy of which is attached hereto and made a part hereof as Exhibit B. IT IS FURTHER MUTUALLY AGREED between the parties as follows:

1. TERM.

The term of this lease (which lease automatically supercedes any other lease for the premises), shall be for fifteen (15) years, commencing upon the execution hereof, at an annual rent of Five Thousand One Hundred & 00/100 dollars (\$5,100.00) **per acre** plus annual CPI increases compounded annually and paid in advance. Provided that LESSEE is not in default, there shall be one (1) ten (10) year option to renew given to the LESSEE, at such annual rent as may be established by an appraisal of the premises, agreed to by the parties, to be completed and available at least 180 days prior to the expiration

of the base term of this lease. LESSEE shall notify LESSOR in writing, within thirty (30) days after the aforementioned 180 days, of its election to renew the lease. If no appraisal exists by that date, or if the parties are unable to agree on a rent for the option period, and the LESSEE has notified LESSOR of its election to renew, then the annual rent for the option period shall be whichever is the higher: (i) an increase of twelve percent (12%) over the annual rent of the last year of the base term including CPI adjustments and continuing with CPI adjustments annually during the option period or (ii) a rent that is equal to the annual rent **per acre**, including any additional charges or annual increases, of the most recent lease executed at Danbury Municipal Airport, prior to the 180 days of the expiration of the base term, for an FBO in the same class as LESSEE.

2. WAIVER OF CLAIMS.

LESSEE, as a material part of the consideration to be rendered to LESSOR, hereby waives all claims against LESSOR for damages to goods, wares and merchandise in, upon or about the premises and for injuries to persons in or about the premises, from any cause arising at any time, and LESSEE will hold LESSOR exempt and harmless from any claim, damage or injury to any person, or to the goods, wares and merchandise of any person arising from the use of the premises by LESSEE, or from the failure of LESSEE to keep the premises in good condition and repair.

3. UTILITIES/INSURANCE/TAXES.

LESSEE will pay for all applicable water, gas, heat, light, power, sewer service, telephone service and all other similar service supplied to said premises. LESSEE will also maintain liability insurance in the amount of \$2,000,000 which amount may be increased from time to time upon notification to LESSEE by LESSOR, naming the City of Danbury as an additional insured. Said insurance certificate shall be submitted to the LESSOR prior to the execution hereof. LESSEE will also pay such property taxes as may be assessed by the LESSOR.

4. TITLE TO STRUCTURES.

Title to all appurtenant structures as may be constructed by the LESSEE on the premises as a part of the improvements at the facility shall remain in the LESSEE during the term of this lease and any renewal thereof. At such time as this lease has terminated, title in and to all appurtenant structures not presently owned by the LESSOR shall revert to LESSOR.

5. OPERATIONS / COMPLIANCE / SUB-TENANCY.

During the term of this lease, the LESSEE shall be solely responsible for maintenance, repair, service and upkeep of the premises. The LESSEE shall have the right to use all appurtenant structures in the conduct of its business, provided, however, that such use shall at all times be in accordance with Exhibit B as amended from time to time, provided such amendment or amendments do not substantially adversely impact the conduct of LESSEE'S business or its use of the premises in a manner which substantially deviates from that applicable to other airport users or tenants. The LESSEE specifically recognizes that it may not sublease the premises or assign the lease except in accordance with the provisions of Exhibit B and without the approval of the LESSOR, which approval shall not be unreasonably withheld. In the event of a sublease of all or a portion of the premises, LESSEE agrees to assume responsibility for compliance with the terms of this lease by any such sublessee.

6. ON-SITE MANAGEMENT / ACCOUNTABILITY.

LESSEE specifically agrees to employ full-time an on-site manager which person or his designee shall be available during normal business hours in order to respond to any activity or action concerning this lease agreement. When such need arises, LESSEE further agrees to be fully accountable, as pertains to its obligations under this lease for any actions of its tenants, sublessees or other persons and entities operating on said premises or off by virtue of any agreement whether written or oral with NEW ENGLAND AIRCRAFT SALES. NEW ENGLAND AIRCRAFT SALES further agrees to ensure the full compliance with all airport rules and regulations by all such tenants, sublessees or other persons or entities

and agrees to directly respond to LESSOR on any issues concerning said parties and directly act concerning same.

7. NOTICES.

All notices to be given to the LESSEE shall be given in writing by hand delivery or by depositing the same in the United States mail, postage prepaid, certified mail, return receipt requested and addressed to the LESSEE at P. O. Box 2022, Danbury, Connecticut, 06813. All notices to the LESSOR shall be given in writing to the City Clerk by hand delivery or by depositing same in the United States mail, postage prepaid, certified mail, return receipt requested addressed to the LESSOR, c/o City Clerk with copies to the Corporation Counsel, City of Danbury, 155 Deer Hill Avenue, Danbury, Connecticut, 06810 and to the Airport Administrator, P.O. Box 2299, Wibling Road, Danbury, Connecticut, 06813.

8. ADHERENCE TO AIRPORT REGULATIONS.

The LESSEE will observe all existing municipal regulations and state and federal laws including Part 139 Compliance procedures set forth in Exhibit E as may affect the operation of its business and the use of the premises, and further will observe and abide by the rules, regulations and guidelines as may be set forth from time to time by the Aviation Commission or the appropriate governing body, provided that such rules, regulations and guidelines as applied to LESSEE shall not be in a manner which substantially deviates from that applicable to other airport users or tenants.

9. RIGHT TO INSPECT.

LESSEE acknowledges the right of the LESSOR to inspect the premises, upon reasonable notice, during normal business hours for purposes of FAA compliance with any other federal or state law or local rules or regulations.

10. AIRPORT RULES AND REGULATIONS.

All applicable provisions of Exhibit B attached hereto and made a part hereof and as may be amended are incorporated herein and made a part hereof.

11. SUCCESSORS AND ASSIGNS.

The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto.

12. QUIET ENJOYMENT.

LESSOR has good right to lease the premises and LESSOR will suffer and permit LESSEE to occupy, possess and enjoy the premises during the term without hindrance or molestation from the LESSOR or any person claiming by, from or under LESSOR.

13. WASTE.

LESSEE leases the premises and will pay the rent therefor as aforesaid; and LESSEE will commit no waste, nor suffer the same to be committed thereon, nor injure nor misuse the same; but will deliver up the same at the expiration or sooner termination of its tenancy in as good condition as now existing; except as herein stated, ordinary wear and tear and other unavoidable casualties excepted. The LESSEE shall specifically maintain the premises and perimeter thereof in a clean and waste free condition, and shall report the same to the LESSOR upon request or inquiry.

14. TERMINATION / RE-ENTRY / NO NOTICE.

If rent shall remain unpaid thirty (30) days after the same shall become payable as aforesaid, or the LESSEE shall commit waste or suffer the same to be committed on the premises, or shall injure or misuse the same, or shall violate any of the terms, provisions, or conditions herein contained, or if the LESSEE commits an act of bankruptcy, or if the LESSEE makes an application to its creditors for the composition of its debts or executes an assignment for the benefit of creditors, or files a voluntary petition of bankruptcy or an involuntary petition in bankruptcy is filed against the LESSEE and not discharged within sixty (60) days; or if a receiver is appointed for any material or substantial portion of the assets of the LESSEE; then this lease shall thereupon, by virtue of this express stipulation herein,

expire and terminate; and the said LESSOR may at any time thereafter re-enter the premises, and the same have and possess as of its former estate, and without such re-entry, may recover possession hereof in the manner prescribed by statute relating to summary process; it being understood that no demand for rent, and no re-entry for condition broken as at common law, shall be necessary to enable the LESSOR to recover such possession pursuant to said statute relating to summary process, but that all right to any such demand, or any such re-entry it hereby expressly waived the LESSEE.

Whenever this lease shall terminate, either by lapse of time or by virtue of any of the expressed stipulations herein, LESSEE hereby waives all rights to any notice to quit possession, as prescribed by the statute relating to summary process.

15. FAA COMPLIANCE / OPERATIONS.

The LESSEE will conduct its operations on the airport in accordance with the obligations of the LESSOR contained in any pre-existing agreements between the LESSOR and the United States; and in furtherance of this general covenant but without limiting its general application, the LESSEE specifically agrees:

- a. to conduct its operations on the airport for the use and benefits of the public;
- b. to make available for the use and benefit of the public all of its aeronautical facilities and services on fair and reasonable terms and without discrimination on account of race, creed, color or national origin;
- c. to continue its service and operations in common with such other qualified persons desiring to conduct aeronautical operations on the airport in the event the LESSOR provides space therefor.

16. TERMINATION BY LESSOR.

In the event that this lease is terminated by the LESSOR prior to the expiration of the term, for any reason except LESSEE'S default or LESSEE'S breach of this lease, which termination except for

such default or breach shall only be made upon an expressed finding by the LESSOR that such termination is required by the public good and necessity, LESSEE shall thereupon be reimbursed by LESSOR in an amount representing that sum to which LESSEE would be entitled had the LESSOR exercised its power of eminent domain which may result from any termination, interruption or inconvenience to LESSEE'S business, and upon such payments LESSEE shall have no further claim to any such payments nor any such structure or improvements. The term "Lessee's interest" as used in this paragraph shall include the interest of any party having interest in the LESSEE'S personal property or building(s) as mortgagor, lienor or the like.

17. HOLD OVER.

In case the said LESSEE, with the written consent of the LESSOR endorsed hereon, or on the duplicate hereof, at any time holds over the said premises beyond the period above specified as the termination of this lease, then the LESSEE will hold said premises upon the same terms, except for rent, and under the same stipulations and agreements as are in this instrument contained, and no holding over by LESSEE shall operate to renew this lease without such written consent of said LESSOR. It is understood and agreed by and between the parties that any holdover beyond twelve (12) months shall be at double the rent of the last year of the base term including compounded annual CPI adjustments.

18. ADMINISTRATIVE APPROVALS.

No building(s) or structure(s) will be constructed on the premises without obtaining the prior written permission(s) of the Building Department and Planning Commission and/or the Planning Department, as applicable, of the City of Danbury, which approval(s) and permit(s) shall be a condition precedent to LESSEE'S obligations hereunder. In addition, LESSEE will simultaneously to said permission(s) submit a full set of plans to the Airport Administration.

19. FAA SECTION 308 REFERENCE.

The covenants and provisions herein contained are in no way intended as authorizing the grant of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958, as amended.

20. LESSOR RESERVATION OF RIGHTS.

The LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches, clear zones, transition and turn zones of the airport against obstructions to aircraft, together with the right to prevent the LESSEE from erecting or allowing any additional structures or growth on the leased premises which in the opinion of the LESSOR would limit the usefulness of the airport or otherwise constitute a hazard to aircraft.

21. LESSOR DEVELOPMENT RIGHTS.

The LESSOR reserves the right to develop or improve the airport, or any part thereof, or adjacent thereof, within its discretion regardless of the desires or opinions of the LESSEE and without interference or hindrance by the LESSEE; and to grant operational rights and privileges to others on available space elsewhere on the airport.

22. SUBORDINATION.

This lease will be subordinate to the provisions of any existing or future agreement entered into between the LESSOR and the United States to obtain federal aid for the improvement or operation and maintenance of the airport.

23. COMPLETE AGREEMENT.

This lease is the complete agreement between the parties and may not be waived, changed, modified, amended or terminated orally, but only by a writing signed by the party to be charged.

24. GOVERNING LAWS.

This lease shall be governed by, interpreted and construed under and in connection with the laws of the State of Connecticut.

25. FEES.

During the initial term of this lease and any renewal thereof, the LESSEE shall pay fees in accordance with Exhibit B, as the same is in force as of the date of this lease and as thereafter may be amended.

26. NON-DISCRIMINATION.

The LESSEE agrees not to discriminate on account of age, sex, race, creed, color or national origin in the use of the premises.

27. PERMISSION.

Wherever used herein, the terms "Permission" or "Consent of the LESSOR shall be obtained which shall not be unreasonably withheld", the parties hereto agree that the Aviation Commission of the City of Danbury shall have authority to grant such approval or consent on behalf of the LESSOR on proper application or petition to said Aviation Commission by LESSEE unless otherwise specified in the charter or ordinances of the LESSOR municipality or pursuant to the laws of the State of Connecticut or the regulations of the FAA.

28. MORTGAGE / ENCUMBRANCE.

The LESSEE will not mortgage or otherwise encumber this lease without the prior written consent of the LESSOR, which consent shall not be unreasonably withheld.

29. RIGHT OF FLIGHT / AIRSPACE.

The LESSOR reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property (hereinafter described) together with the right to cause in said airspace such sound as may be inherent in

the operation or aircraft, now known or hereafter used for the navigation of or flight in said airspace, together with the emission of fumes or particles incidental to aircraft navigation, and for the use of said airspace for the landing on, taking off from or operating on Danbury Municipal Airport.

30. HAZARDS.

The LESSEE expressly agrees for itself, its successors and assigns to prevent the use of the premises for the purpose which will create or result in hazards to flight such as, but not limited to, purposes which will (a) produce electrical interference with radio communications, (b) make it difficult for pilots to distinguish between airport lights and others, (c) project glare in the eyes of pilots, (d) impair visibility in the vicinity of the airport, or (e) otherwise endanger the landing, take-off or maneuvering of aircraft.

31. HEIGHT RESTRICTIONS.

The LESSOR retains the continuing right in the subject property to prevent the erection or growth of any building, structure, tree or other object extending into the airspace above the limits set forth in the overlay map as amended from time to time entitled "FAA Part 77 Surfaces" drawing No. 7 prepared by Edwards & Kelcey, Inc. Dated June 17, 1985 on file with LESSOR, and to remove from said airspace, at the LESSEE'S expense or at the sole option of the LESSOR, as an alternative, to mark and light as obstructions to air navigation, any such building, structure, tree, or other object now upon, or which in the future may be upon the property together with the right of ingress to, passage over, and egress from LESSEE'S property for the above purpose.

32. COVENANTS RUNNING WITH LAND.

The LESSEE expressly agrees for itself, its successors and assigns, that the reservations and restrictions set forth in this instrument shall run with the land which shall be the servient tenement, it being intended that the lands now and hereafter comprising the airport shall be the dominant tenement;

excepting, however, that such reservations and restrictions shall become void and of no force and effect on such date as the lands comprised in the aforesaid airport shall cease to be used for airport purposes.

33. SPONSOR ASSURANCE.

The LESSEE for itself, its personal representatives, successors in interest and assigns does hereby agree that if any aeronautical services or activities are to be offered, performed or conducted upon the Premises that:

In the exercise of the rights and privileges granted for the furnishing of aeronautical services to the public, LESSEE will:

(1) furnish said service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and

(2) charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided that the LESSEE may be allowed to make reasonable and non-discriminatory discounts, rebates or all other similar types of price reductions to volume purchasers.

34. NON-DISCRIMINATION; D.O.T.

The LESSEE for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease or a purpose for which a D.O.T. program or activity is extended or for another purpose involving the provisions of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as said Regulations may be amended.

35. NON-DISCRIMINATION / FEDERAL; 49 CFR PART 1.

The LESSEE for itself, its personal representatives, successors in interest, and assigns as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

(1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and in the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date and year first above written.

*Signed, sealed and delivered
in the presence of:*

CITY OF DANBURY

By: _____
Mark D. Boughton
Its Mayor

NEW ENGLAND AIRCRAFT SALES

By: _____



31

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

February 4, 2003

Mayor Mark D. Boughton
Members of the Common Council

Re: Snow Plowing of Private Roads

The Common Council Committee appointed to review snow plowing of private roads met on January 21, 2003 at 7:00 P.M. in the Common Council Chambers in City Hall. In attendance were committee members Kelly, Coladarci and Dittrich. Also in attendance were Director of Public Works William Buckley, Assistant Corporation Counsel Rick Gottschalk, Superintendent of Highways Frank Cavagna, Assistant City Engineer Pat and Council Members Gogliettino and Furtado, ex-officio.

Mr. Kelly asked Mr. Buckley for a background on the request. Mr. Buckley handed out a summary sheet showing the total of roads in the City and an inventory of all roads. There are 24 miles of private roads. Some get minor maintenance and some get no maintenance at all. Some are defined as common driveways. They may serve one to three houses. There are ten that are good candidates for future acceptance. Mr. Cavagna tells him when they are ready for acceptance. He tries to remove as many of these roads from the private list whenever possible.

When emergency calls come in, they are in constant contact with the Police Department. If a 911 call comes in, they immediately send a truck to clear that road. No one asks if it is a private road.

Mr. Dittrich asked Mr. Buckley is there is an internal process to determine if the City should accept a road? Mr. Buckley said that there is an ordinance pertaining to this. There is a list of criteria that the road has to meet. There is a permit that is necessary. At the end of the process, all legal documents have to be turned over to the City. He handed out the procedures for acceptance of subdivision bonded roads and Ordinance 17-34 addressing this issue.

Mr. Kelly asked Mr. Cavagna about the safety issue for the plow drivers. Mr. Cavagna stated that there is definitely a safety issue on some of the roads. Some are no more than paths. He hires four private pickup trucks for the roads that we do not have adequate equipment for. Mr. Kelly asked Attorney Gottschalk to review the legal

aspects of private roads. Attorney Gottschalk stated that for many reasons we have developed a policy of plowing because we are in the emergency service business. We risk the health, safety and welfare of men and women who need the services and the providers. We choose to perform some service, but be clear that private roads are private property. He said that different administrations have taken different positions on plowing private roads. He has always advised where he would draw the line is with reference to emergency services because you start crawling out on a legal limb when we go onto private property. He chooses not to say that the City has no duty or obligation to provide emergency assistance.

Mr. Buckley stated that not all private roads are unsafe. There are also some City roads that need improvements. In the past, the Common Council has authorized him not to change what he had been doing on private roads, but not to add anything. Mr. Cavagna said that we have plenty of City streets that need to be upgraded before we put money into private roads. Mr. Buckley noted that they have put Waterview Drive back on the plowing list.

Mrs. Coladarci made a motion to continue to keep maintenance the same on the private roads, but not to add anything unless a petition comes to the Common Council. Seconded by Mr. Dittrich. Motion carried unanimously.

Respectfully submitted,

JAMES KELLY, Chairman

EILEEN COLADARCI

CHRISTIAN DITTRICH



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

February 4, 2003

Mayor Mark D. Boughton
Members of the Common Council

Re: **Snow Plowing of Private Roads**

The Common Council Committee appointed to review snow plowing of private roads met on January 21, 2003 at 7:00 P.M. in the Common Council Chambers in City Hall. In attendance were committee members Kelly, Coladarci and Dittrich. Also in attendance were Director of Public Works William Buckley, Assistant Corporation Counsel Rick Gottschalk, Superintendent of Highways Frank Cavagna, Assistant City Engineer Pat and Council Members Gogliettino and Furtado, ex-officio.

Mr. Kelly asked Mr. Buckley for a background on the request. Mr. Buckley handed out a summary sheet showing the total of roads in the City and an inventory of all roads. There are 24 miles of private roads. Some get minor maintenance and some get no maintenance at all. Some are defined as common driveways. They may serve one to three houses. There are ten that are good candidates for future acceptance. Mr. Cavagna tells him when they are ready for acceptance. He tries to remove as many of these roads from the private list whenever possible.

When emergency calls come in, they are in constant contact with the Police Department. If a 911 call comes in, they immediately send a truck to clear that road. No one asks if it is a private road.

Mr. Dittrich asked Mr. Buckley is there is an internal process to determine if the City should accept a road? Mr. Buckley said that there is an ordinance pertaining to this. There is a list of criteria that the road has to meet. There is a permit that is necessary. At the end of the process, all legal documents have to be turned over to the City. He handed out the procedures for acceptance of subdivision bonded roads and Ordinance 17-34 addressing this issue.

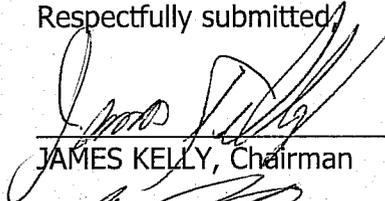
Mr. Kelly asked Mr. Cavagna about the safety issue for the plow drivers. Mr. Cavagna stated that there is definitely a safety issue on some of the roads. Some are no more than paths. He hires four private pickup trucks for the roads that we do not have adequate equipment for. Mr. Kelly asked Attorney Gottschalk to review the legal

aspects of private roads. Attorney Gottschalk stated that for many reasons we have developed a policy of plowing because we are in the emergency service business. We risk the health, safety and welfare of men and women who need the services and the providers. We choose to perform some service, but be clear that private roads are private property. He said that different administrations have taken different positions on plowing private roads. He has always advised where he would draw the line is with reference to emergency services because you start crawling out on a legal limb when we go onto private property. He chooses not to say that the City has no duty or obligation to provide emergency assistance.

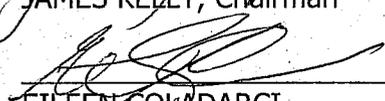
Mr. Buckley stated that not all private roads are unsafe. There are also some City roads that need improvements. In the past, the Common Council has authorized him not to change what he had been doing on private roads, but not to add anything. Mr. Cavagna said that we have plenty of City streets that need to be upgraded before we put money into private roads. Mr. Buckley noted that they have put Waterview Drive back on the plowing list.

Mrs. Coladarci made a motion to continue to keep maintenance the same on the private roads, but not to add anything unless a petition comes to the Common Council. Seconded by Mr. Dittrich. Motion carried unanimously.

Respectfully submitted,



JAMES KELLY, Chairman



EILEEN COLADARCI



CHRISTIAN DITTRICH



32

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

February 4, 2003

Mayor Mark D. Boughton
Members of the Common Council

Re: **Request for Sewer and Water Extension – Terre Haute Road**

The Common Council Committee appointed to review the request for sewer and water extension on Terre Haute Road met on January 22, 2003 at 7:45 P.M. in the Third Floor Caucus Room in City Hall. In attendance were committee members Nolan, Kelly and Gogliettino. Also in attendance were Council President Warren Levy, ex-officio and the petitioner, Ben Doto.

Mr. Nolan noted the positive recommendation of the Planning Commission. He asked Mr. Doto to outline the project. Mr. Doto stated that there are four existing lots at the end of Terre Haute Road. Each house will have a pump and a tank. This has been done a few times, but will be done more often in the future. He said there is one on Elwell Place that was done years ago and one in the design phase on Lee Avenue and Victor Street.

Mr. Gogliettino made a motion to recommend approval of the request for sewer and water extension on Terre Haute Road, subject to the required eight steps. Seconded by Mr. Kelly. Motion carried unanimously.

Respectfully submitted,

VINCENT NOLAN

JAMES KELLY

JOHN GOGLIETTINO



33

CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

February 4, 2003

Mayor Mark D. Boughton
Members of the Common Council

Re: **Request for Sewer Extension – 1 Kenosia Avenue**

The Common Council Committee appointed to review the request for sewer extension at 1 Kenosia Avenue met on January 22, 2003 at 7:00 P.M. in the Third Floor Caucus Room. In attendance were committee members Machado, Shuler and Dittrich. Also in attendance was Council President Warren Levy, ex-officio, the petitioner William Asmar and Lynn Waller.

Mr. Machado noted the positive recommendation of the Planning Commission. Mr. Asmar submitted a map of the property. Mr. Levy pointed out that as long as the petitioner complies with the required eight steps, the extension is available. He said that the primary concern is that recipient bears the costs of the project.

Mr. Dittrich made a motion to recommend approval of the request for sewer extension at 1 Kenosia Avenue. Seconded by Mr. Shuler. Motion carried unanimously.

Respectfully submitted,

VALDEMIRO MACHADO

CONNIE SHULER

CHRISTIAN DITTRICH

34

Pinney, Payne, Van Lenten, Burrell, Wolfe & Dillman, P.C.

Attorneys at Law

BOBBY S. PAYNE^{o*}
THOMAS W. VAN LENTEN
HUGH A. BURRELL
ROBERT J. WOLFE
JOHN M. DILLMAN
MARTIN A. RADER JR.
WILLIAM S. STEELE, JR.
JACKIE CHAN

RICHARD D. ARCONTI
TED D. BACKER[†]
JOSEPH DIMYAN
DANIEL E. CASAGRANDE[†]
KIM E. NOLAN
WENDY A. GRISPIN
JOHN H. VAN LENTEN
JOSEPH DASILVA, JR.
ANTHONY J. NOVELLA

LEE FARM CORPORATE PARK
83 WOOSTER HEIGHTS
POST OFFICE BOX 3499
DANBURY, CONNECTICUT 06813-3499

TELEPHONE (203) 743-2721
FACSIMILE (203) 792-4759

A. SEARLE PINNEY (1920 - 2002)
SHELDON A. ROSENBAUM (1948 - 2001)

^o of Counsel

* also admitted in Virginia

† also admitted in New York

‡ also admitted in New York and District of Columbia

January 23, 2003

MEMBERS OF THE COMMON COUNCIL
OF THE CITY OF DANBURY
155 Deer Hill Avenue
Danbury, CT 06810

Re: **City of Danbury vs. S. Ray Barry and Gloria A. Barry, et al.**
Docket No. CV 98 0331092 S
Property: First Street Extension, Danbury, Connecticut

Ladies and Gentlemen:

This office represents the City in the above-captioned lawsuit, which is a condemnation matter. The purpose of this letter is to request that the matter be placed on the Council agenda on February 4, 2003 to discuss a proposed settlement of the lawsuit. I further request that the matter be referred to executive session for discussion of the proposed settlement.

Please call me with any questions. Thank you for your attention to this matter.

Very truly yours,

PINNEY, PAYNE, VAN LENTEN,
BURRELL, WOLFE & DILLMAN, P.C.

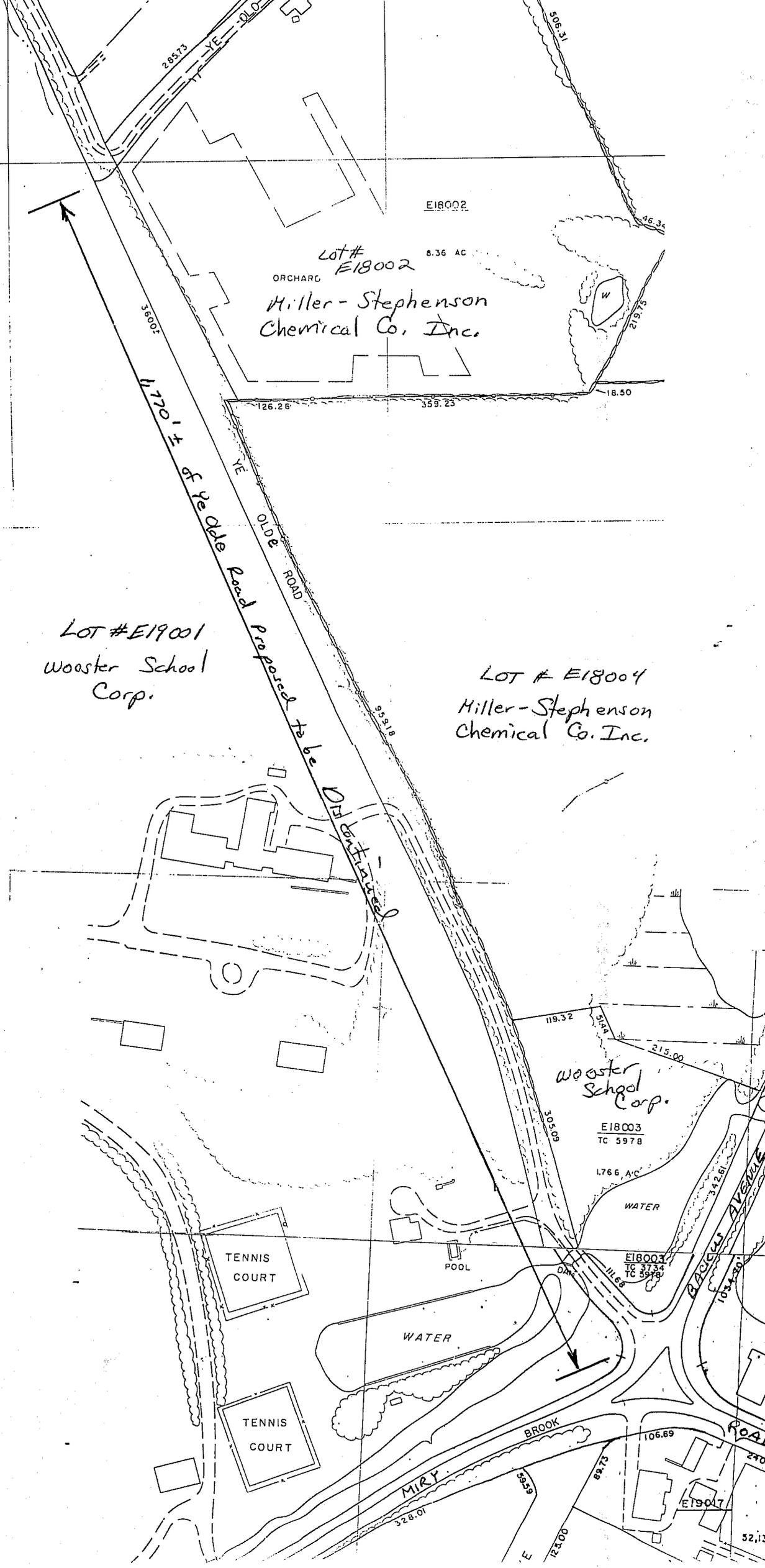
Assistant Corporation Counsel

By



Kim E. Nolan
Its Vice President

KEN/ckd



Lot# E18002
ORCHARD 8.36 AC
Miller-Stephenson
Chemical Co., Inc.

Lot # E19001
Wooster School
Corp.

Lot # E18004
Miller-Stephenson
Chemical Co., Inc.

Wooster
School
Corp.

TENNIS
COURT

TENNIS
COURT

WATER

POOL

E18003
TC 5978
1.766 AC

WATER

E18001
TC 5978
TC 5978

BROOK

MIRY

E19017

52.12