

COMMON COUNCIL MEETING

DECEMBER 6, 1994

Meeting to be called to order at 7:30 P.M. by Mayor Eriquez

PLEDGE OF ALLEGIANCE
PRAYER

ROLL CALL

Levy, Scalzo, Falzone, Yamin, Arconti, Boynton, Dennehy,
Gallagher, Machado, Outlaw, DaSilva, Esposito, Coladarci,
Charles, Gomez, Cappiello, Scozzafava, Setaro, Trocolla, Valeri

18 Present 3 Absent

PUBLIC SPEAKING

MINUTES - Minutes of the Common Council Meeting held November 1, 1994 and the Special Common Council Meeting held November 29, 1994.

CONSENT CALENDAR - The Consent Calendar was presented by Mr. Esposito

- ✓1 RESOLUTION - AIDS Risk Reduction Outreach Worker Grant
- ✓2 RESOLUTION - Homesharing Connection Program
- ✓3 RESOLUTION - Department of Mental Retardation - Homeshare
- ✓4 RESOLUTION - FEMA Grant
- ✓5 RESOLUTION - License Agreement and Capital Improvement Grant
- ✓6 RESOLUTION - Demolition Rates
- ✓7 COMMUNICATION - Promotions to Sergeant in the Police Department
- ✓8 COMMUNICATION - Promotions to Lieutenant in the Police Department
- ✓9 COMMUNICATION - Donations to the Department of Elderly Services
- ✓10 COMMUNICATION - Donation to the Hispanic Center
- ✓11 COMMUNICATION - Governmental Entities Review and Evaluation Committee
- ✓12 COMMUNICATION - Request for Tree Removal
- ✓13 COMMUNICATION - Easement for the construction of the Union Station decorative canopy

- 14 ✓ COMMUNICATION - Easement for Road Widening -Starr Road
- 15 ✓ COMMUNICATION - Backus Avenue/Miry Brook Sewer Line
- 16 ✓ CERTIFICATION - Lions Way/Coalpit Hill Road
- 17 ✓ COMMUNICATION - Request for Reappropriation of Funds
- 18 ✓ COMMUNICATION - Request for Funds for Probate Court
- 19 ✓ DEPARTMENT REPORTS - Fire Chief, Fire Marshall, Parks and Recreation, Highway, Public Utilities, Engineering, Health
- 20 ✓ REPORT - Request for Sewer Extension on Willow Street
- 21 ✓ REPORT - Request to Purchase City Land on Backus Avenue
- 22 ✓ REPORT - Proposed Sewer Installation on Maplecrest Drive
- 23 ✓ REPORT - Request for Change of Address at Lake Place Condominiums
- 24 ✓ COMMUNICATION - Resignation of David Cappiello of At-Large Common Council Seat
- 25 ✓ COMMUNICATION - Recommendation for Common Council At-Large Vacancy

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

- 26 POP WARNER FOOTBALL TEAM
- 27 IMPLEMENTATION (CRVP)
- 28 DANBURY SCHOOLS STEP PROGRAM
- 29 ANTI DUMPING ORDINANCE
- 30 "J" BRIDGE OVER WHITE TURKEY ROAD
- 31 LICENSE AGREEMENT DBX RAIL YD.
- 32 SEWER EXT. RIDGEBURY RD- BRIAR RIDGE RD
BACKUS AVE.

CONSENT CALENDAR

DECEMBER 6, 1994

- 1 - Approve application for AIDS Risk Reduction Outreach Worker Grant - \$40,000
- 2 - Approve application for Homesharing Connection Program Grant - \$15,000
- 3 - Approve application for Department of Mental Retardation Homeshare Grant - \$5,000
- 4 - Approve acceptance of FEMA Grant - \$6,180.00
- 11 - Approve Government Entities Review and Evaluation Committee - Ernest Boynton, Eileen Coladarci, Joseph Scozzafava, Rita Godfrey, Ronald Nussle
- 13 - Approve easement for the construction of the Union Station decorative canopy
- 16 - Approve appropriation of \$25,000 for Lions Way/Coal Pit Hill Road
- 17 - Approve reappropriation of \$1,566.80 for Department of Elderly Services
- 18 - Approve request for funds for Probate Court for supplies, roller shelves and chairs - \$1,500
- 20 - Approve request for sewer extension on Willow Street
- 21 - Approve report and recommendations regarding request to purchase City land on Backus Avenue
- 22 - Approve report and recommendation regarding sewer installation on Maplecrest Drive



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

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

Date: November 30, 1994

To: Hon. Gene F. Eriquez
via the Common Council

From: Margaret M. Alexander, Grants Administrator/Internal Auditor

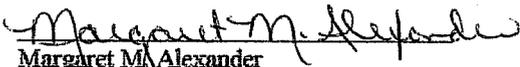
Re: AIDS Risk Reduction Outreach Worker (ARROW) Grant

Attached is a resolution for your consideration that will allow the City to apply for and accept the AIDS Risk Reduction Outreach Worker (ARROW) Grant from the Department of Public Health and Addiction Services (DPHAS) for the period of January 1, 1995 through December 31, 1995.

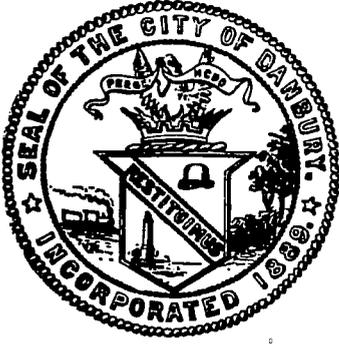
The grant is to be used to provide AIDS prevention/risk reduction education to people who are at highest risk of exposure to HIV, including injection drug users and their significant others.

No local matching funds are required.

I recommend that the Common Council approve the resolution at its December meeting.


Margaret M. Alexander

cc: Dominic A. Setaro



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the State of Connecticut Department of Public Health and Addiction Services (DPHAS) will provide an AIDS Risk Reduction (ARROW) Grant to the Danbury Health and Housing Department in the amount of \$40,000 for the time period of January 1, 1995 through December 31, 1995 upon receipt of an application and approval therefor; and

WHEREAS, no local cash match is required; and

WHEREAS, the grant would be used to provide AIDS prevention/risk reduction education to people who are at highest risk of exposure to HIV, including injection drug users and their partners;

NOW, THEREFORE, BE IT RESOLVED that Gene F. Eriquez, Mayor, and the Danbury Health and Housing Department are hereby authorized to apply for a grant to DPHAS in the amount of \$40,000 and to accept said grant, if offered; and

BE IT FURTHER RESOLVED THAT the Mayor Gene F. Eriquez is hereby authorized to execute all required agreements/contracts and to do all things necessary to effectuate the purposes hereof,



CITY OF DANBURY

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DANBURY, CONNECTICUT 06810

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Date: November 30, 1994

To: Hon. Gene F. Eriquez
via the Common Council

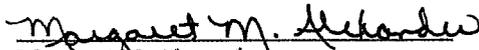
From: Margaret M. Alexander, Grants Administrator/Internal Auditor

Re: Homesharing Connections Program Title III-B Grant

Attached is a resolution for your consideration that will allow the Department of Elderly Services to apply for and accept Title III-B Funds from the Western Connecticut Area Agency on Aging in the amount of \$15,000 for the period of January 1, 1995 through September 30, 1995.

The grant is to be used for the costs of operating the Homesharing Connections Program. No local matching funds are required.

I recommend that the Common Council approve the resolution at its December meeting.


Margaret M. Alexander

cc: Dominic A. Setaro



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Department of Elderly Services has requested Common Council approval to apply for a \$15,000 federal grant under Title III-B of the Older Americans Act, administered through the Western Connecticut Area Agency on Aging, in order to continue its Homeshare Connections Program for the period January 1, 1995 through December 31, 1995; and

WHEREAS, this program assists people in managing and maintaining a shared home; and

WHEREAS, no local cash match is required;

NOW, THEREFORE, BE IT RESOLVED THAT Gene F. Eriquez, Mayor of the City of Danbury and Leo McIlrath, Director of the Department of Elderly Services are hereby authorized to apply for said grant, and the Mayor is authorized to execute any agreements/contracts necessary, and any revisions thereof, provided no local cash match is required, to accept the grant award, if offered, including any additional grant funds which may be offered under this application which do not require matching City funds, and to do all things necessary to effectuate the purposes hereof.



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CITY OF DANBURY
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

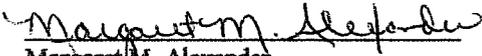
(203) 797-4652
FAX: (203) 796-1526

Date: November 30, 1994
To: Hon. Gene F. Eriquez
via the Common Council
From: Margaret M. Alexander, Grants Administrator/Internal Auditor
Re: State of Connecticut Department of Mental Retardation Grant

Attached is a resolution for your consideration that will allow the Department of Elderly Services to apply for and accept grant funding from the State of Connecticut Department of Mental Retardation in the amount of \$5,000 for the period of January 1, 1995 through September 30, 1995.

The grant is to be used for the costs of operating the Homesharing Connections Program. No local matching funds are required.

I recommend that the Common Council approve the resolution at its December meeting.


Margaret M. Alexander

cc: Dominic A. Setaro



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Department of Elderly Services has requested Common Council approval to apply to the State of Connecticut Department of Mental Retardation for grant funds in the amount of \$5,000 for the funding period of January 1, 1995 through September 30, 1995; and

WHEREAS, said grant will be used to partially fund the operational costs of "Homeshare Connections", a division of the Department of Elderly Services;

NOW, THEREFORE, BE IT RESOLVED THAT Gene F. Eriquez, Mayor of the City of Danbury and Leo McIlrath, Director of the Department of Elderly Services are hereby authorized to apply for said grant, and the Mayor is authorized to execute any agreements/contracts necessary, and any revisions thereof, provided no local cash match is required, to accept the grant award, if offered, including any additional grant funds which may be offered under this application that do not require City funds, and is further authorized to do all things necessary to effectuate the purposes hereof.



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

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

Date: November 30, 1994

To: Hon. Gene F. Eriquez
via the Common Council

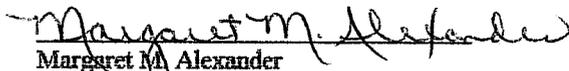
From: Margaret M. Alexander, Grants Administrator/Internal Auditor

Re: Federal Emergency Management Agency (FEMA) Grant

Attached is a resolution for your consideration that will allow the City to accept grant assistance under the Federal Emergency Management Agency (FEMA) Program for the period of October 1, 1994 through September 30, 1995.

The grant is to be used for the operational needs of the City's Homeless Shelter. No local matching funds are required.

I recommend that the Common Council approve the resolution at its December meeting.


Margaret M. Alexander

cc: Dominic A. Setaro



RESOLUTION

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CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Federal Emergency Management Agency (FEMA), working through the United Way of Northern Fairfield County, Inc., is allocating funds from its Phase XI Program for the greater Danbury area to be used for emergency food and shelter; and

WHEREAS, the Welfare Department of the City of Danbury has applied for funds not to exceed \$6,180.00 from said program to help offset the cost of operating the City's Homeless Shelter at 41 New Street; and

WHEREAS, the grant period extends from October 1, 1994 through September 30, 1995, with no local match required;

NOW, THEREFORE, BE IT RESOLVED THAT the actions of Gene F. Eriquez, Mayor of the City of Danbury, and the Department of Welfare in applying for said grant are hereby ratified; and

BE IT FURTHER RESOLVED THAT Mayor Gene F. Eriquez is hereby authorized to accept said funds if offered through the United Way of Northern Fairfield County, Inc., and to execute any agreements or other documents necessary to effectuate the purpose of said grant.



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ
MAYOR

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

December 6, 1994

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members:

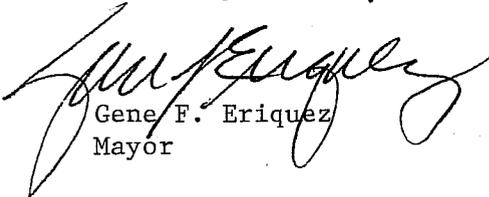
Enclosed is the License Agreement and Capital Improvement Grant Agreement between the State of Connecticut Department of Transportation and the City of Danbury for the Danbury Railyard.

These agreements finalize the conveyance of 5.714 acres of railyard land to the City of Danbury for use by the Danbury Railway Museum. Additionally, this agreement conveys to the city a \$390,000 grant which will be used for improvements to the railyard and Union Station property.

I respectfully request at this time that the council approve the conveyance and authorize me to sign the agreement. This agreement must be approved as soon as possible.

I thank you for your prompt consideration of this matter.

Sincerely,



Gene F. Eriquez
Mayor



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

Project Description:

Municipality: City of Danbury
Location: Danbury Rail Yard
Agreement No: 11.15-02(94)
Rail File No: (34) 7001-MISC-961

RESOLVED THAT Gene F. Eriquez, Mayor of the City of Danbury, is hereby authorized to sign the License and Capital Improvement Grant Agreement entitled "License Agreement for Occupations Within the Danbury Rail Yard Between the State of Connecticut Department of Transportation and the City of Danbury Rail File No. (34) 7001-MISC-961."



CITY OF DANBURY

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

PLEASE REPLY TO:

December 6, 1994

DANBURY, CT 06810

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

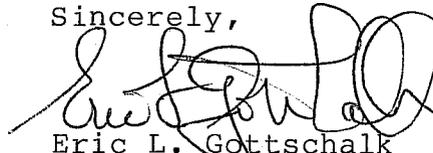
Re: Demolition Rates

Dear Mayor and Common Council Members:

As a result of Common Council action last month, additional demolition materials will soon be accepted at the Danbury Landfill site. The Council must now act to establish rates for the disposal of this material.

A complete package of documents will be prepared and ready for committee review shortly. Accordingly, please establish a committee to review proposed rates and other related materials. As usual, we will be available to the committee to answer any questions that may arise.

Sincerely,



Eric L. Gottschalk
Corporation Counsel

ELG:r

Attachments



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ
MAYOR

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

December 6, 1994

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members:

I hereby submit, for your confirmation, the following appointments to the position of Sergeant within the Danbury Police Department.

1. P.O. Robert J. Myles III
2. Detective P.O. James A. Fisher

Police Officer Robert Myles is a seven year veteran of the Police Department. He is a graduate of the Municipal Police Training Academy in Meriden and attended Western Connecticut State University studying Criminal Justice and Law Administration. Throughout his career, Officer Myles has been assigned to the Patrol Uniformed Division of the Department. Police Officer Myles currently ranks first on the Civil Service eligibility list for promotion to this position.

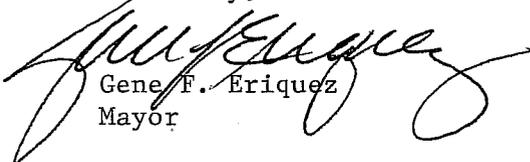
Detective Police Officer James Fisher is a twelve year veteran of the Department. Subsequent to his years of service within the Patrol Uniformed Division, he was assigned to the Detective Bureau having worked in the Special Investigators Division and currently in the General Investigation Division. Prior to his appointment to the Danbury Police Department, Detective Fisher was enlisted in the United States Marine Corps and was honorably discharged at the rank of Sergeant.

He is a graduate of the Non-Commissioned Officers School of the U.S. Marine Corps, The Municipal Police Training Academy in Meriden and studied Criminal Justice and Law Administration at Western Connecticut State University. Detective Fisher ranks second on the Civil Service eligibility list for this promotion.

Both officers will be assigned as Sergeants in the Patrol Uniformed Division of the Department. The effective date will be upon swearing in.

Thank you for your consideration of these appointments.

Sincerely,



Gene F. Eriquez
Mayor

cc: N. Macedo, Police Chief
E. Merullo, Director of Personnel
D. Setaro, Director of Finance





CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ
MAYOR

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

December 6, 1994

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members:

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

1. Detective Sergeant Russell W. Benjamin
2. Sergeant William R. Barlow

Detective Sergeant Russell Benjamin is a twenty-one year veteran of the Danbury Police Department. From his appointment in 1973 to 1979, he served as a Patrol Officer. From 1979 through 1990, he was assigned to the position of Detective. And, from 1990 to present, he served as Detective Sergeant within the General Investigations Division assigned to the Youth Bureau.

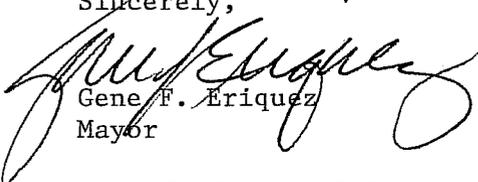
Detective Sergeant Benjamin is a United States Army Veteran having served our country in Vietnam. He has attended the University of New Haven and Western Connecticut State University studying Criminal Justice and Law Administration. Mr. Benjamin ranks first on the Civil Service eligibility list for this promotion.

Sergeant William Barlow is a twenty-two year veteran of the Department. From his appointment in 1972 to 1977, he served as a Patrol Officer. From 1977 to present, he has served as a Sergeant in the Patrol Uniformed Division. He attended the University of Maine at Gorham and is a graduate of the Municipal Police Training Academy and received a graduate certificate from New England Institute in Law Enforcement Management. Mr. Barlow ranks second on the eligibility list for promotion to this position.

Both Lieutenants will be assigned to the Patrol Uniformed Division. The effective date will be upon swearing in.

Thank you for your prompt attention to these appointments.

Sincerely,


Gene F. Eriquez
Mayor

cc: N. Macedo, Police Chief
E. Merullo, Director of Personnel
D. Setaro, Director of Finance



9

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

"Interweave"
Adult Day Care Center
198 Main Street
(203) 792-4482

November 23, 1994

Mayor Gene F. Eriquez and
Members of the Common Council:
City of Danbury
Danbury, CT 06810

Mayor Eriquez and Members of the Common Council:

The Department of Elderly Services requests your approval of the following donations:

- \$550.00 from the Perkin Elmer Corporation Employee Fund
- 800.00 from the Union Savings Bank of Danbury
- 200.00 from the Green Funeral Home
- 16.80 from the Disabled Americans Transportation Fund

The total donations = \$1566.80.

Respectfully,

Leo McIlrath

Hispanic Center of Greater Danbury

10

87.711.85+ 52 • DANBURY, CT 06810 • (203) 798-2855

December 1, 1994

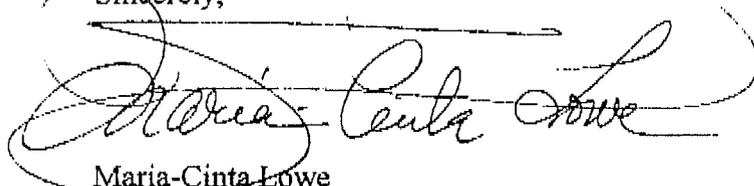
Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members:

As you know the Hispanic Center is the only agency serving the Latino Community in the greater Danbury area. We not only provide services to our community but through the years we have been a source information to the community at large, providing assistance to schools, individuals and students in matters of Latino countries, culture, costumes, etc. Through donations we have created a Library of Spanish books that are available to anyone in the community that needs them. The Center and the Latino community will take great pride to been the recipient of some of the books donated to the City by the Republic of Mexico through their Consul General in New York.

These books will be a great edition to our Library. Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Maria-Cinta Lowe". The signature is written in dark ink and is positioned above the typed name and title.

Maria-Cinta Lowe
Executive Director



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CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ
MAYOR

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

December 6, 1994

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members:

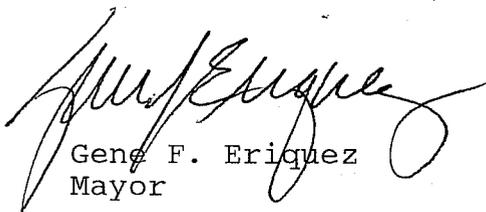
Attached is a letter from the Hispanic Center of Western Connecticut requesting that a number of the books donated to our City by the Republic of Mexico through the Consul-General be, in turn, donated to the Hispanic Center.

The Danbury Public Library and The Hispanic Center will collaboratively determine which books can best be used at the Hispanic Center.

I respectfully request your approval of the donation of selected volumes to the Hispanic Center of Western Connecticut.

Thank you for your cooperation.

Sincerely,



Gene F. Enriquez
Mayor



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ
MAYOR

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

December 6, 1994

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members:

Pursuant to Section 2-177 of the Code of Ordinances, I hereby appoint a committee to conduct the Governmental Entity Review and Evaluation of the following Commissions: 1.) The Commission on Equal Rights and Opportunities, 2.) The Redevelopment Agency of the City of Danbury, 3.) The Housing Site Development Agency, 4.) The Flood and Erosion Control Board of the City of Danbury and 5.) The Tarrywile Park Authority.

These five governmental entities are scheduled for review prior to June 30, 1995. Sections 2-175 through 2-187 are applicable to the function of this committee.

The committee will be comprised of three Council Members and two residents of the City that hold no municipal office. Accordingly, Council Members Ernest Boynton, Eileen Coladarci and Joseph Scozzafava are hereby appointed.

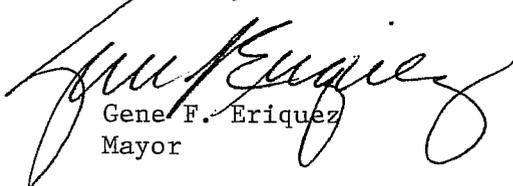
Additionally, the two residents who have agreed to serve are:

Mrs. Rita Godfrey (D)
13 Stillman Avenue
Danbury, CT 06810

Mr. Ronald Nussle (R)
35 Ward Drive
Danbury, CT 06810

per the ordinance aforementioned, please consider the confirmation of the appointment of the two resident members.

Sincerely,



Gene F. Eriquez
Mayor

GFE/msm

11-28-1994¹²

Dear Mr Charles,

Could you please have the tree at 197 Westville Ave E.T. (the tree just before the entrance to our driveway) removed. Due to thirty four years of increased traffic, it is getting much more dangerous as our driveway is at the beginning of the decline of the hill - making it a blind driveway. We startle the Traffic and they startle us.

Sincerely yours
Sam & Marie Keizer



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ
MAYOR

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

December 6, 1994

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members:

The completed conveyance and survey of the Union Station property to the City of Danbury, indicates a portion of the property is to be retained by the State of Connecticut. This portion, which surrounds the building, is needed for access by Metro North Railway for servicing of their trains.

Attached is a deed from the State of Connecticut conveying to the City of Danbury an easement required for the construction of the Union Station decorative canopy on the retained portion of the property.

I respectfully request at this time that the Council approve the conveyance of this deed to the City of Danbury. Time is of the essence. Therefore, this conveyance must be approved as soon as possible.

I thank you for your prompt consideration of this item.

Sincerely,



Gene F. Eriquez
Mayor

13

13

EASEMENT

The State of Connecticut, Department of Transportation, Emil H. Frankel, Commissioner, under authority granted by Section 13b-36(b) of the General Statutes of Connecticut, as revised, acting herein by Patricia Zedalis, Deputy Commissioner, Bureau of Public Transportation, Department of Transportation, duly authorized, for good and valuable consideration, Grants to the City of Danbury, a Municipal corporation existing under the laws of the State of Connecticut and having its territorial limits within the County of Fairfield and State of Connecticut, that certain full and perpetual easement to install and maintain a railroad canopy, walkways and plantings, under, over and across a portion of land of the State of Connecticut, situated in the Town of Danbury, County of Fairfield and State of Connecticut, on the southeasterly side of White Street, containing 8,833 square feet, more or less, described as follows:

Beginning at a point on the southeasterly street line of White Street, located at the intersection of coordinates N 206540.732 and E 407740.441, based on North American Datum of 1927;

Thence running N 51°10'15" E, a distance of 9.01 feet, to a point;

Thence running S 77°51'31" E, a distance of 307.58 feet, to a point;

Thence running S 12°08'29" W, a distance of 15.84 feet, to a point;

Thence turning right and running along a curve to the left having a radius of 490.40 feet, a distance of 266.82 feet, to a point;

Thence running along a curve to the left having a radius of 349.83 feet, a distance of 171.42 feet, to a point;

Thence running N 27°42'30" W, a distance of 11.71 feet, to a point;

Thence running along a curve to the right having a radius of 359.80 feet, a distance of 170.15 feet, to a point;

Thence running along a curve to the right having a radius of 500.40, a distance of 141.21 feet to a point;

Thence running N 12°08'29" E, a distance of 43.63 feet, to a point;

Thence running N 77°51'31" W, a distance of 188.25 feet, to the point and place of beginning.

14

CUTSUMPAS, COLLINS, HANNAFIN, GARAMELLA, JABER & TUOZZOLO
PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

148 DEER HILL AVENUE - P.O. BOX 440, DANBURY, CONNECTICUT 06810

LLOYD CUTSUMPAS
FRANCIS J. COLLINS
EDWARD J. HANNAFIN
JACK D. GARAMELLA
PAUL N. JABER
JOHN J. TUOZZOLO
ROBERT M. OPOTZNER
THOMAS W. BEECHER
EVA M. DEFRANCO
CHRISTOPHER K. LEONARD
THOMAS J. MCCARTHY
MARK D. NIELSEN

November 29, 1994

AREA CODE 203
744-2150

TELECOPIER: (203) 791-1126

OF COUNSEL
PAULA FLANAGAN

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

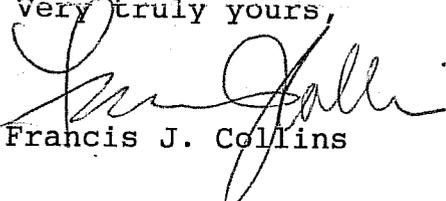
Re: Fair Realty Associates, a/k/a Fair Realty Company
Easement for road widening - Starr Road

Dear Members of the Council:

My client, Fair Realty Associates, a/k/a Fair Realty Company was required, as part of its site plan approval, to provide an easement to the City of Danbury in order to widen Starr Road.

This easement has been reviewed by the Corporation Counsel's office and my client requests that it be formally accepted by the Council.

Very truly yours,


Francis J. Collins

FJC/sdg

COMMON COUNCIL

CITY OF DANBURY

APPLICATION FOR EXTENSION OF SEWER AND/OR WATER

Sewer

Water

Applicant: Patricia Grenier, Laurie Grenier, Noella Grenier

Address: 2 Marc Road

Danbury, Connecticut

Telephone No: 743-0308

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

Located at: Corner of Miry Brook Road and Backus Avenue

Assessor's Lot No: E 20045

Zone in which the Property Lies: RA-40

Intended Use:

Retail

Single Family Residential

Office

Multiple Family Development

Mixed

Industrial

_____ Number of Efficiency Units

_____ Number of 1 Bedroom Units

_____ Number of 2 Bedroom Units

_____ Number of 3 Bedroom Units

_____ Total Number of Units

BY:  Attorney for Applicants
Signature Marc Grenier, Esq.

November 22, 1994
Date

15 ✓

COMMON COUNCIL

CITY OF DANBURY

APPLICATION FOR EXTENSION OF SEWER AND/OR WATER

Sewer

Water

Applicant: Robert Kaufman

c/o M & M Company

Address: 46 Padanaram Road

Danbury, Connecticut

Telephone No: 790-7593

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

Located at: Backus Avenue

Assessor's Lot No: E 18014

Zone in which the Property Lies: IL-40

Intended Use:

- | | |
|--|--|
| <input type="checkbox"/> Retail | <input type="checkbox"/> Single Family Residential |
| <input checked="" type="checkbox"/> Office | <input type="checkbox"/> Multiple Family Development |
| <input type="checkbox"/> Mixed | |
| <input checked="" type="checkbox"/> Industrial | |
-
- | | |
|-------|----------------------------|
| _____ | Number of Efficiency Units |
| _____ | Number of 1 Bedroom Units |
| _____ | Number of 2 Bedroom Units |
| _____ | Number of 3 Bedroom Units |
| _____ | Total Number of Units |

Robert Kaufman, Applicant

BY: Neil R. Marcus
Signature Neil R. Marcus, Esq.

November 22, 1994
Date

COHEN AND WOLF, P. C.
ATTORNEYS AT LAW

AUSTIN K. WOLF
MARTIN F. WOLF
ROBERT J. ASHKINS
STUART A. EPSTEIN
RICHARD L. ALBRECHT
JONATHAN S. BOWMAN
IRVING J. KERN
MARTIN J. ALBERT
STEWART I. EDELSTEIN
NEIL R. MARCUS
RICHARD A. KRANTZ
DAVID L. GROGINS
ROBERT B. ADELMAN
MICHAEL S. ROSTEN
GRETA E. SOLOMON
JORAM HIRSCH
PAUL B. EDELBERG
ROBIN A. KAHN
RICHARD G. KENT
RICHARD L. NEWMAN
RICHARD SLAVIN
FREDERICK S. GOLD
LINDA LEDERMAN
DANIEL S. NAGEL
RICHARD J. DI MARCO

DAVID B. ZABEL
MARK A. KIRSCH
CHRISTOPHER J. SMITH
NEIL W. SUTTON
DAVID M. LEVINE
JOSEPH G. WALSH
ALEXANDER H. SCHWARTZ
MARY ANN CONNORS
ROBIN G. FREDERICK
PAUL H. BEGEMANN
MARC J. SILVERMAN
DAVID A. BALL
MICHAEL F. EWING
JENNIFER L. CHOBOR
JOCELYN L. BIRNBAUM
SHARON F. BRADLEY
STUART M. KATZ
DANIEL F. WOLF
STEVEN L. ELBAUM
MONTE E. FRANK
ELLEN A. JAWITZ
DURWIN P. JONES
JESSICA S. RUBIN
JEFFREY S. WILDSTEIN

HERBERT L. COHEN
(1928-1983)

1115 BROAD STREET
P. O. BOX 1821
BRIDGEPORT, CONNECTICUT 06601
TELEPHONE (203) 368-0211
FACSIMILE (203) 576-8504

158 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810
TELEPHONE (203) 792-2771
FACSIMILE (203) 791-8149

595 SUMMER STREET
P. O. BOX 1194
STAMFORD, CONNECTICUT 06904-1194
TELEPHONE (203) 964-9907
FACSIMILE (203) 967-4452

PLEASE REPLY TO Danbury
WRITER'S DIRECT DIAL: (203) _____

November 23, 1994

Mr. Joseph DaSilva, President
Common Council of the City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

RE: Backus Avenue/Miry Brook Sewer Line

Dear Joe:

I am enclosing herewith four petitions from various tax payers and property owners in the City of Danbury pertaining to the extension of the Danbury municipal sewers from the pump station located at the corner of Backus Avenue and Kenosia Avenue to Briar Ridge Road. One petition has been filed by me on behalf of the Wooster School Corporation which owns property on Miry Brook Road (Ridgebury Road) consisting in excess of one hundred acres. A second petition has been filed by me on behalf of Robert Kaufman who owns the Federal Express building at the corner of Backus Avenue and Miry Brook Road together with undeveloped land adjacent thereto. A third petition has been filed by me on behalf of Ridgeland Development Associates Limited Partnership which owns a parcel of land on Briar Ridge Road at Shadow Lake Road. The fourth petition has been filed by Attorney Marc Grenier and concerns property owned by his family at the corner of Miry Brook Road and Backus Avenue consisting of approximately seventeen acres.

The proposed sewer line itself has been designed by Consultants and Engineers, P.C. The drawings can be made available to you once the matter has been referred to committee for a further study. We had previously provided Bill Buckley with copies of the conceptual drawings and we believe that he should be in a position to advise the sub committee of the Council which is appointed to review this matter based on the information that has been provided to date and will be provided to that sub committee.

15
COHEN AND WOLF, P. C.

November 23, 1994
Page 2

I thank you in advance for your anticipated cooperation in the review of these petitions.

With my usual regards,

Yours truly,



Neil R. Marcus

NRM/ad
Enclosures



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

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

November 30, 1994

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

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

RE: Lion's Way/Coal Pit Hill CERTIFICATION #19

I have received from the State of Connecticut the estimated amount of grant they will provide use with for the Coal Pit Hill/Lion's Way project. Based on the estimated cost of construction, the City's share will increase from \$50,000 (that was included in the 1994-95 budget) to approximately \$75,000. In order for us to sign the contract with the State of Connecticut, these funds must be appropriated. Therefore, I request that at the Common Council's December 6, 1994 meeting that they approve the transfer of \$25,000 from the City's Contingency to the Capital Budget line item entitled, "Lion's Way Intersection Improvements", Acct. No. 02-11-000-950004.

I hereby certify that these funds are available in the Contingency.

Balance of Contingency	\$421,963.02
Less this request	<u>25,000.00</u>
Balance	\$396,963.02

Dominic A. Setaro, Jr.

DAS/jg



17

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

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

November 30, 1994

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

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

RE: Commission on Aging

CERTIFICATION

I hereby certify the availability of \$1,566.80 to be transferred from the Elderly Services Donations Revenue Account to the Commission on Aging budget for the following accounts:

Printing & Binding	02-05-167-022000	\$1,016.80
Office Supplies	02-05-167-040100	550.00

Dominic A. Setaro, Jr.

DAS/jg



17

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

"Interweave"
Adult Day Care Center
198 Main Street
(203) 792-4482

Date: 11/23/94

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

FROM: Leo McIlrath, Director
Elderly Services

RE: Reappropriation of Donated Funds

I hereby request a transfer of funds in the amount of \$ 1566.80 from the Elderly Services donations account to the Commission on Aging budget for the following accounts:

Printing & Binding - 02 05 167 - 022000	1,016.80
Office Supplies	040100 550.00

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



Leo McIlrath

LM/jg

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



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

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

December 7, 1994

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

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

RE: Probate Court CERTIFICATION #20

At its December 6, 1994 meeting, the Common Council approved the authorization of \$1,500 to be transferred to the Danbury Probate Court. I hereby certify the availability of \$1,500 to be transferred from the Contingency account to the following accounts in the Probate Court:

Office Supplies	#01-01-122-040100	\$800.00
Office Equipment	#01-01-122-060500	\$700.00
Balance of Contingency	\$396,963.02	
Less this request	<u>1,500.00</u>	
Balance	\$395,463.02	

Dominic A. Setaro, Jr.

DAS/jg

18

PROBATE COURT
DISTRICT OF DANBURY
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810
(203) 797-4521
DISTRICT NO. 034

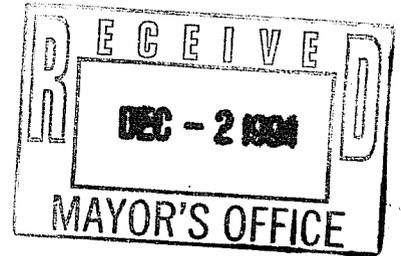
MARJORIE CERVENISKI
CLERK

PATRICIA SAVIANO
ASS'T CLERK

SANDRA J. SCALZO
ASS'T CLERK

DIANNE E. YAMIN
JUDGE

November 15, 1994



Honorable Gene Eriquez
Mayor of the City of Danbury
City Hall Building
Danbury, Connecticut, 06810

Dear Mayor Eriquez:

As we discussed, pursuant to Public Act 93-279, I am requesting additional funds from the City of Danbury for the operation of the Danbury Probate Court.

\$800.00 additional funds for supplies (envelopes, file folders, payroll books, etc.)

\$1,000.00 for office furnishings (2 roller shelves to house 30 Probate Record Volumes and 2 secretarial chairs).

Please let me know the appropriate procedure to make these requests.

As always, thank you for your time and consideration.

Sincerely,

Dianne E. Yamin
Dianne E. Yamin, Judge

DEY/mlc



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

December 6, 1994

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

RE: Proposed Sewer Installation at Maplecrest Drive

The Common Council met as a committee of the whole at 8:08 P.M. on November 21, 1994 to review a proposed sewer installation at Maplecrest Drive, Superintendent of Public Utilities William Buckley explained the construction aspects of the project and Director of Finance Dominic Setaro went over the financial and payment procedures.

While most of those addressing the Council at the preceding public hearing were in favor of the project, several wanted a delay before final determination was made. There was a particular problem that was evident concerning the size of one resident's parcel.

After considerable discussion, Mr. Boynton moved to recommend the Common Council conduct another public hearing on this issue in January, 1995. The motion was seconded by Miss Beck and passed 15-2 with Mr. Scalzo and Mr. Yamin voting in the negative.

Respectfully submitted,



JOSEPH DaSILVA, Chairman



22

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

December 6, 1994

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

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Respectfully submitted,

JOSEPH DaSILVA, Chairman



23

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

December 6, 1994

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

Re: Address Change for Lake Place Condominiums

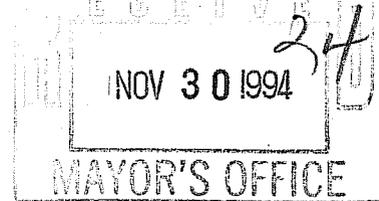
The Common Council Committee appointed to review the change of address of Lake Place Condominiums met at 7:30 P.M. in Room 432 in City Hall. In attendance were committee members Machado, Outlaw and Scozzafava. Also in attendance were Assistant Planning Director Susan Decina, Fire Chief Oliver, E911 Coordinator Fred Visconti, Postmaster George Fisher and petitioners, Lake Place Association President Bob Carlson, Directors Regina Ofiero and John Vossler. Also in attendance were Common Council Members Nancy Beck, Eileen Coladarci and Warren Levy, ex-officio. Over 20 residents attended.

The meeting was called to order by Mr. Machado to clarify the request for change of address based on residents choice and in their best interest, safety being the main issue he explained. Mr. Vossler stated his preferences for 11/12 Boulevard Drive alleging a great percentage of residents still use it and the system will not improve with the change. Mr. Carlson, using the history of Lake Place, explained that in 1984 George Davon got approval for the Lake Place complex. Defined private roads were known as Lake Place North and Lake Place South. The City requires a legal address to be a City street, such as 11/12 Boulevard Drive.

911, in Danbury, requests that the City improve the address for response time. The Post Office implements the preferred addresses. The City implements private street addresses. Lake Place implements private road address Lake Place North and Lake Place South. 911 begins changeover to new addresses. Reasons for the change according to Mr. Carlson:

1. Safety of the residents. The new address provides the clearest directions and thereby the shortest response time for 911, Fire and Police.
2. A single and consistent address for Lake Place.
3. The Post Office started implementing this change years ago, recommending use of preferred address.

David J. Cappiello
5 Richter Drive
Danbury, CT 06811



November 30, 1994

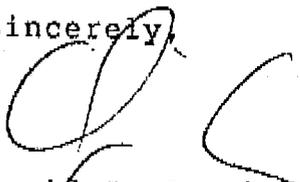
The Hon. Mayor Gene Enriquez
155 Deer Hill Avenue
Danbury, CT 06810

Dear Mayor Enriquez:

I formally submit my resignation from the Danbury Common Council and request that it be placed on the agenda for the December 6th council meeting.

Thank you for your time.

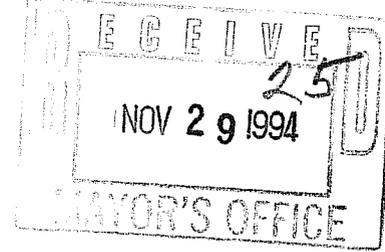
Sincerely,



David J. Cappiello

cc: Joseph Dasilva, Council President

Danbury Republican Town Committee
P.O. Box 116
Danbury, Connecticut 06813



November 29, 1994

The Honorable Mayor Gene Eriquez
City Hall 155 Deer Hill Avenue
Danbury, Connecticut 06810

Dear Mayor Eriquez,

It is my pleasure to present to you, and to the Common Council of the City of Danbury, the name of Vincent P. Nolan Jr. to complete the term of Councilman at-Large, David Cappiello. Mr. Cappiello's term has been terminated by his recent election as State Representative in the 138th Assembly District.

Mr. Nolan comes to you and the Danbury Common Council, highly recommended by a majority vote of the Danbury Republican Town Committee at their November meeting, held last evening.

It is our sincere wish, you and the Common Council members will receive our recommendation and approve Mr. Nolan's appointment to fill the vacancy.

For the record: Mr. Vincent P. Nolan Jr.
12 Hillandale Road
Danbury, Connecticut
06811

Thank you for your attention to this matter,

Sincerely,

Tyrone B. Humes
Tyrone B. Humes ^{MB}
Chairman
Republican Town
Committee

TBH:med

c: E. Crudginton
(Clerk of the Council)



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ
MAYOR

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

December 6, 1994

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members:

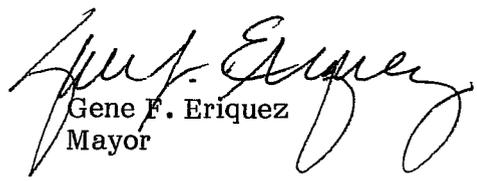
As you are aware, the Danbury Vikings Pop Warner Football Team has won the New England Regional Championship at a game held in Massachusetts on November 26, 1994. This distinction affords the team the opportunity to represent our city at the National Pop Warner Football Championship game to be held in California on December 10, 1994.

The Hat City Youth Sports Association has requested financial assistance to make this dream trip to California become reality for the boys and girls of the Danbury Vikings.

Therefore, I respectfully request that an appropriation from the Contingency Account be made to the Hat City Youth Association for this purpose.

Thank you for your consideration.

Sincerely,


Gene F. Eriquez
Mayor

GFE:sr



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

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

December 7, 1994

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

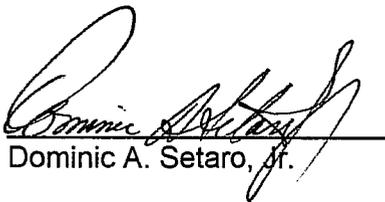
FROM: Dominic A. Setaro, Jr.
Director of Finance

RE: Mayor's Discretionary Fund

CERTIFICATION #21

At its December 6, 1994 meeting, the Common Council approved the authorization of \$1,500 to be transferred to the Mayor's Discretionary Fund for the Danbury Vikings Pop Warner Football Team to attend the National Pop Warner Football Championship game to be held in California. I hereby certify the availability of \$1,500 to be transferred from the Contingency account to the Mayor's Discretionary Fund, Account #01-01-188-029500.

Balance of Contingency	\$395,463.02
Less this request	<u>1,500.00</u>
Balance	\$393,963.02



Dominic A. Setaro, Jr.

DAS/jg



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ
MAYOR

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

December 6, 1994

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members:

On Monday, December 5, 1994, I received notification that, through the efforts of my office, the City of Danbury has been awarded a grant from the Fairfield Community Foundation in the amount of \$25,000 for the two year implementation of the **City of Danbury Corporate Retiree Volunteer Program (CRVP)**.

This grant will be administered for the City by the National Retiree Volunteer Coalition (NRVC).

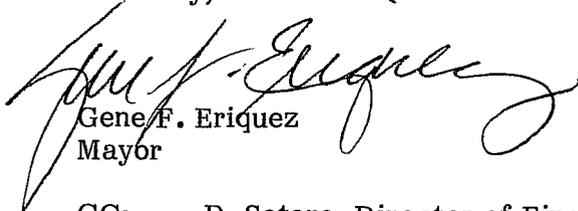
The National Retiree Volunteer Coalition is a nonprofit organization which serves as the catalyst in creating a national movement of corporate retiree volunteer leadership and service. To accomplish this, NRVC brings together retirees, their former employers, and community agencies to form dynamic partnerships to address critical community issues and needs. Based on more than a decade of creative problem solving and experience, NRVC offers a blueprint for initiating and implementing Corporate Retiree Volunteer Programs such as Danbury's.

Through a team of on-site Program Specialists, NRVC assists and facilitates the CRVP management team in developing the leadership and collaborative skills necessary to recruit and train retiree volunteers and to form partnerships with community agencies. NRVC provides ongoing evaluation, support, and consultation to ensure continued CRVP growth and success.

The City of Danbury is the first municipal corporation to engage in this program effort in Connecticut.

Thank you for your prompt consideration and favorable action by authorizing me to execute the attached contract by December 15, 1994.

Sincerely,


Gene F. Eriquez
Mayor

CC: D. Setaro, Director of Finance
E. Merullo, Director of Personnel





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Service Contract

The National Retiree Volunteer Coalition (NRVC) agrees to provide consultation, technical assistance, and training to the City of Danbury (hereinafter referred to as "the corporation") and its retirees as they develop and implement the City of Danbury Corporate Retiree Volunteer Program (CRVP).

1. **TERMS.** This Contract will be in force throughout the development and implementation period of 24 months. Ongoing Support contracts will be negotiated annually in years three, four, and five, based on CRVP consulting and training needs.
2. **SERVICES TO BE PROVIDED.** NRVC Program Specialists, and in cooperation with the corporation's designated liaison, will train and consult in the following areas:
 1. Corporate Readiness
 2. Retiree Leadership Team Identification, Recruitment, and Orientation
 3. Retiree Leadership Team Development
 4. CRVP Kickoff Planning and Announcement
 5. CRVP Management and Operations
 6. CRVP Evaluation and Assessment
3. **CRVP SITE.** This contract covers the City of Danbury retirees. The location of the CRVP office will be determined at a later date.
4. **CONTRACT FEE.** The value of this contract is \$25,000 which covers the cost of delivery for a retiree-run and managed Corporate Retiree Volunteer Program (CRVP). \$12,500 for the first year has been paid by the Fairfield Community Foundation. NRVC will assume responsibility for the grant for the second year of service.
5. **EXPENSES AND BILLING.** The corporation agrees to cover the expenses of NRVC to service the contract. Expenses include travel, lodging, meals, travel-related costs, and long-distance phone charges. Expenses will be itemized and billed on a monthly basis and be due upon receipt, not to exceed \$5,000 per year.
6. **ONGOING SUPPORT.** The fee for Ongoing Support will be negotiated annually commencing in year three and continuing through year five following the initial Service Contract. In return, the CRVP will receive the following services: an annual review and evaluation of the CRVP's operations; delivery of the recommended and agreed-to additional consulting and training; the NRVC quarterly publication, *ROUNDTABLE*; and the opportunity to attend NRVC seminars at a reduced fee.

7. **WORK PROGRESS.** NRVC will report on a regular basis regarding its progress in meeting the objectives of this contract, as outlined in Services To Be Provided. Reports will be submitted upon completion of items 1 and 2; items 3 and 4; periodically during item 5; and at the completion of item 6.
8. **COMMUNICATION.** NRVC will mail copies of its quarterly publication, *ROUNDTABLE*, and other periodic communication to the CRVP membership. The CRVP agrees to provide NRVC with a mailing list of its membership, updated annually, for this purpose.
9. **CONFIDENTIALITY.** Information obtained in the course of services provided by NRVC will be treated as confidential and will not be released or used in any way other than for the achievement of the above-stated objectives.
10. **CANCELLATION.** Either party to this Agreement may cancel it upon 30 days notice in writing.

AGREEMENT

Donna S. Anderson

 Donna S. Anderson
 President - National Retiree Volunteer Coalition

12-5-94
 Date

I/We, the undersigned, do hereby represent City of Danbury as agreeing to the terms set forth in this proposal to be a binding contract with the National Retiree Volunteer Coalition (NRVC).

 Name

 Title

 Date

 Name

 Title

 Date



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

OFFICE OF THE CORPORATION COUNSEL

PLEASE REPLY TO:

December 5, 1994

DANBURY, CT 06810

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

Re: Lease Agreement with First Congregational Church
for Danbury Schools STEP Program

Dear Mayor and Council Members:

Attached please find a copy of a proposed lease agreement with the First Congregational Church for certain areas of the Church to be used for classroom and instructional purposes by the Board of Education's Western Connecticut Jobs for Youth Partnership Program.

This off-campus program will provide high school students with the opportunity to develop academic, vocational, social and emotional skills necessary to succeed in high school and beyond.

Students returning to Danbury from out-of-district residential placements, those referred to the Superintendent for expulsion (who pose no danger to themselves or others) special needs students and potential dropouts all will benefit from inclusion in this program.

Federal funding under the Junior Training Partnership Act of the Danbury/Torrington Region will cover the cost of the lease.

Sincerely yours,


Eric L. Gottschalk
Acting Corporation Counsel

ELG:cr

Attachment



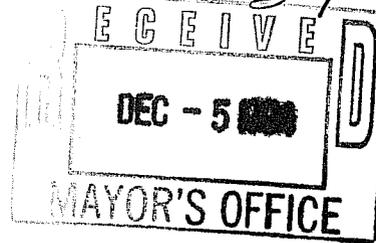


CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

OFFICE OF THE CORPORATION COUNSEL



PLEASE REPLY TO:

DANBURY, CT 06810

December 5, 1994

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

Re: Anti-Dumping Ordinance

Dear Mayor and Common Council Members:

Pursuant to the provisions of state law, municipalities have authority to adopt and enforce ordinances designed to prevent illegal dumping. Together with state programs of vehicle seizure, the enclosed ordinances, which establish stiff fines and prompt enforcement procedures, should have a dramatic impact in discouraging would-be illegal dumpers.

Please consider the adoption of these ordinances in the usual fashion.

Sincerely,

Eric L. Gottschalk C.R.
Corporation Counsel

ELG:r

Attachments

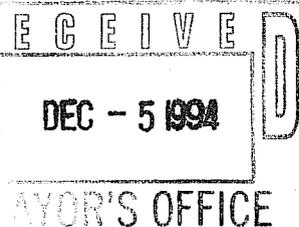


CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

OFFICE OF THE CORPORATION COUNSEL



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PLEASE REPLY TO:

December 5, 1994

DANBURY, CT 06810

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

Re: Proposed "J" Bridge over White Turkey Road
Extension to entrance to new Duracell
Headquarters building

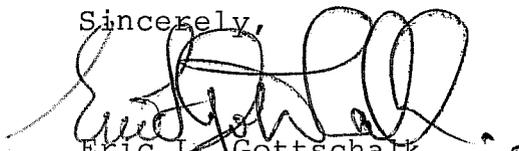
Dear Mayor and Common Council Members:

Pleased find attached a letter received today from Attorney Thomas W. Van Lenten on behalf of his client, Berkshire Industrial Corporation. As his letter makes plain, Mr. Van Lenten's client seeks to have an easement in air space from the Danbury Terminal Railroad transferred to the City upon completion of certain road and related improvements, including the "J" bridge which will serve the site.

The final terms of the easement are now being worked out and will be presented to a Common Council committee for review shortly. At the same time, Berkshire Industrial Corporation would like the Council to review and approve the acceptance of the road and bridge, provided that they are constructed in conformity with the plans approved by the City Engineering Department.

Please refer this matter to committee for review in the usual fashion.

Sincerely,



Eric I. Gottschalk
Corporation Counsel

ELG:r

Attachment



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

ATTORNEYS AT LAW

LEE FARM CORPORATE PARK

83 WOOSTER HEIGHTS

POST OFFICE BOX 3489

DANBURY, CONNECTICUT 06813-3489

(203) 743-2721

FAX (203) 792-4759

RIDGEFIELD OFFICE

4 PROSPECT STREET

RIDGEFIELD, CONNECTICUT 06877

(203) 438-3728

A. BEARLE PINNEY
BOBBY S. PAYNE
THOMAS W. VAN LENTEN
HUGH A. BURRELL
ROBERT J. WOLFE
JOHN M. DILLMAN
WILLIAM S. STEELE, JR.
SHELDON A. ROSENBAUM
TED D. BACKER**
JOSEPH DIMYAN
RICHARD A. O'CONNOR
JACKIE CHAN
CHRISTOPHER G. WINANS
MELINDA S. MONSON
WENDY A. GRISPIN

December 5, 1994

*ALSO ADMITTED IN VA

**ALSO ADMITTED IN D.C. AND NY

Eric Gottschalk
Assistant Corporation Counsel
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Re: Proposed "J" Bridge over White Turkey Road
Extension to entrance to new
Duracell Headquarter's Building

Dear Eric:

Pursuant to our discussions with the Danbury Terminal Railroad (the "Railroad") on December 1, 1994, please accept this letter as a request by Berkshire Industrial Corporation, owner of Berkshire Corporate Park ("BIC"), to have the proposed "Grant of Easement" from the Railroad to BIC, which will ultimately be assigned to the City of Danbury, on the Danbury Common Council's agenda for their meeting of December 6, 1994. In addition, we are requesting that the acceptance of the above-referenced bridge and the road from White Turkey Road Extension to the Duracell site into the City of Danbury highway system, when the same are completed in accordance with plans to be approved by the City of Danbury Engineering Department and inspected and approved by the City Engineering Department.

Very truly yours,

Thomas W. Van Lenten

TWVL:drh

RECORDED IN _____ LAND RECORDS

AT VOLUME _____ PAGE _____

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Agreement No. 11.15-02(94)

LICENSE AGREEMENT FOR OCCUPATIONS
WITHIN THE DANBURY RAIL YARD

BETWEEN

THE STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

AND

THE CITY OF DANBURY

RAIL FILE NO. (34) 7001-MISC-961

THIS LICENSE AGREEMENT, concluded at Newington, Connecticut, this _____ day of _____, 19____, by and between the State of Connecticut, Department of Transportation, Emil H. Frankel, Commissioner, acting herein by Patricia Zedalis, Deputy Transportation Commissioner, Bureau of Public Transportation, duly authorized, hereinafter referred to as the State, and the City of Danbury, a municipal corporation having its territorial limits within the County of Fairfield, State of Connecticut, having a principal place of business at City Hall, 155 Deer Hill Avenue, Danbury, Connecticut 06810, acting herein by Gene F. Eriquez, Mayor, hereunto duly authorized, hereinafter referred to as the Licensee.

WITNESSETH: THAT,

WHEREAS, the Licensee has requested permission of the State to utilize a portion of the State's Danbury Rail Yard for the purpose of establishing the Danbury Railway Museum, and

WHEREAS, the State and the Licensee agree that funding in an amount not to exceed Five Hundred Thousand Dollars (\$500,000) is necessary for capital improvements to the Danbury Rail Yard to facilitate the operations of the Danbury Railway Museum, including, but not limited to, installation of fencing, security lighting, and a private at-grade rail crossing, as well as, track improvements and general rail yard clean-up, and

WHEREAS, the State has agreed to contract for certain elements of the aforementioned capital improvements, including the installation of fencing and a private at-grade crossing, at a cost of One Hundred Ten Thousand Dollars (\$110,000). Funds in the amount of Three Hundred Ninety Thousand Dollars (\$390,000) will be granted to the Licensee for the installation of security lighting, track improvements and general rail yard clean-up, hereinafter referred to as the WORK, and

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WHEREAS, the State has the authority pursuant to Sections 13b-34(a) and 13b-36(b) of the Connecticut General Statutes, as revised, to enter into this Agreement.

NOW, THEREFORE, KNOW YE:

The State does hereby grant to the Licensee and its assignees, if any, subject to all the stipulations, restrictions, specifications and covenants herein contained, the right to utilize a portion of the Danbury Rail Yard consisting of 5.714 acres, more or less, for the operation of the Danbury Railway Museum, to include, but not be limited to, fencing, and a private at-grade rail crossing (to be installed/constructed by the State), and security lighting and track improvements (to be installed/made by the Licensee), in the City of Danbury, County of Fairfield, and State of Connecticut, hereinafter referred to as the FACILITIES, as shown on the attached sketch entitled: "City of Danbury, Sketch Showing Land Licensed to The City of Danbury, (Portion of Danbury Rail Yard), by The State of Connecticut, Valuation Map 58-66-129, Scale 1" = 100', November 1994, Bureau of Public Transportation -Office of Rail", Town No. 34, Project No. 7001-Misc, Serial No. 961, Sheet 1 of 1.

The Licensee or its assignees, if any, does hereby grant to the State and its assignees, subject to all the stipulations, restrictions, specifications and covenants herein contained, the right of access to and/or through the FACILITIES for purposes including, but not limited to, the movement of rail cars and equipment and to monitor existing pollution wells.

1. The term of this Agreement is for a twenty (20) year period of time commencing September 1, 1994, to and including August 31, 2014, with the Licensee having the right to renew said Agreement for two (2) additional successive ten (10) year periods of time.

2. The Licensee shall pay to the State upon the execution hereof, the sum of One Dollar (\$1.00) per year for the right to utilize a portion of the Danbury Rail Yard granted under this Agreement, with no right of refund for any cause whatsoever.

3. This Agreement may be terminated at any time by the Licensee upon thirty (30) days official notice, as the same is hereinafter defined, or by the State with ninety (90) days official notice if the FACILITIES are needed for transportation purposes. Upon expiration of said notice period, this Agreement shall be null and void and all rights of the Licensee herein shall end and terminate.

4. The State agrees, upon the execution of this Agreement by both parties and the development of a detailed description of the WORK by the Licensee, to make available to the Licensee a cash grant not to exceed Three Hundred Ninety Thousand Dollars (\$390,000) to accomplish the WORK.

5. The Licensee agrees that if this Agreement is terminated, prior to the completion of the WORK, the unexpended balance of the cash grant shall be returned to the State within ninety (90) days.

6. The Licensee agrees that funds granted by the State pursuant to this Agreement shall be used solely to effect the WORK as described by the Licensee and approved by the State.

7. The Licensee agrees that any costs required to complete the WORK in excess of the maximum amount of the cash grant shall be borne solely by the Licensee.

8. The Licensee agrees that all procurements, material testing, and inspections related to the WORK shall be carried out in accordance with standard practices of the City of Danbury.

9. The Licensee agrees that all improvements made to the FACILITIES with funds granted under this Agreement shall remain the property of the State.

10. The Licensee agrees to comply with any and all applicable Federal, State or local laws and regulations and to obtain any concurrences, approvals, permits, etc., that may be required to accomplish the WORK.

11. The Licensee agrees to complete the WORK in a timely manner and to provide the State with regular progress reports related to the completion of the WORK.

12. (a) The Licensee agrees that for each fiscal year during the period in which the WORK is in process, it shall submit, within thirty (30) days of issuance, a copy of the Licensee's annual audit performed in accordance with the requirements of OMB Circular A-128 and/or the State's Single Audit Act, to the State's Contract Administrator and Office of External Audits.

(b) The Licensee further agrees to require the workpapers and reports of the independent CPA be retained for a minimum of five (5) years from the date of the audit report unless notified by the State of the need to extend the retention period. In addition, the audit workpapers of the independent CPA shall be made available upon request, to the State's duly authorized representatives.

13. The Licensee agrees that the State shall have access to all records and accounts concerning the WORK for a period of five (5) years after the receipt by the State of the audit required by Article 12 of this Agreement.

14. The Licensee agrees to indemnify and save harmless the State, its officers, agents and employees from claims, suits, actions, damages and costs resulting from the negligent performance of the Licensee and/or any of its subcontractors in the performance of the WORK.

15. The State reserves the right to inspect the WORK or project records at any time during construction. A final review by the State will be undertaken when all phases of the WORK are complete.

16. If applicable, the Licensee shall assume full responsibility for accuracy of all products of its WORK or that of any consultants

utilized under this Agreement and shall so indicate by having the signature and Connecticut Professional Engineer's/Architects's Seal of any engineer/architect used to perform WORK under the terms of this Agreement affixed on the title sheet(s) of all plans and/or documents.

The Licensee shall submit to the State for review and approval, any proposed Agreement between the Licensee and a consultant prior to its execution. No reimbursable costs may be incurred on consultant agreements prior to the State's written approval.

The Licensee shall insure that the burden, fringe, overhead and profit on any consultant agreement shall not exceed one hundred forty-five percent (145%) of salary costs. Also, the maximum hourly rate for principals in any consultant agreement shall not exceed Thirty-five Dollars (\$35) per hour including burden, fringe, overhead and profit. Travel costs shall be reimbursed at a rate of Twenty cents (\$.20) per mile. These maximum allowable costs as well as other parameters established for consultant agreements which must be complied with, when applicable, are contained in Office of Policy and Management's General Letter No. 80-5, dated May 28, 1980, which is incorporated herein by reference hereto.

17. If the Licensee desires or is required to add to or alter the FACILITIES beyond what is to be accomplished by the WORK, the Licensee shall submit plans to the State and obtain written approval before such addition or alteration is performed. The terms and conditions of this Agreement with respect to the original FACILITIES shall continue to apply thereto following such additions or alterations.

18. The Licensee is responsible for all costs associated with the operation of the FACILITIES, including, but not limited to, rail yard maintenance, utilities, annual railroad switch maintenance fees, and insurance premiums.

19. It is mutually understood and agreed by the parties hereto that when pages -1- thru and including -10- hereof are duly recorded in the land records of the town(s) in which the said FACILITIES are located, the said pages are and shall continue to function as a "Notice of Lease" pursuant to Section 47-19 of the Connecticut General Statutes, as revised.

20. It is mutually understood and agreed by the parties hereto that this Agreement is made subject to each and every specification and covenant, unless specifically deleted therefrom, contained in the "Standard Railroad License Specifications & Covenants, For Occupations Within The Railroad Right of Way," (Standard Specifications), dated October 1, 1994, which are hereby made an integral part of this Agreement by reference thereto and which shall have full force and effect as if the same was incorporated herein, it being understood and agreed by the parties hereto that the said Standard Specifications are and shall remain on file in the offices of the State and of the Licensee identified on page -1- hereof.

21. The Licensee is responsible for all costs associated with two (2) freight switches that are maintained by MTA Metro-North Railroad located on State property.

22. (a) The FACILITIES shall be located and maintained in exact accordance with the specifications and utilized only for the purpose set forth herein. No departure shall be made at any time therefrom except upon permission, in writing, granted by the State, provided, however, that if any commission or other regulatory body duly constituted and appointed in compliance with the laws of the State in which the crossing or occupancy herein provided is situated, and having jurisdiction in the premises, has by ruling or other general order determined and fixed the manner and means of maintenance, repair, alteration, renewal, relocation or removal thereof, then said ruling or general order shall prevail for the crossing or occupancy herein mentioned.

(b) The maintenance, repair, alteration, renewal, relocation or removal of said FACILITIES shall be done under such general conditions as will be satisfactory to and approved by the State, and as will not interfere with the proper and safe use, operations and enjoyment of the property of the State. The Licensee, at its own cost and expense, shall, when performing any work in connection with the FACILITIES, furnish any necessary watchmen to see that men, equipment and materials are kept a safe distance away from the tracks of the railroad on the approach of any moving equipment on the tracks.

(c) In addition to, but not in limitation of, any of the foregoing provisions, if at any time the State should deem flagmen or watchmen desirable or necessary to protect its operations or property, or its employees, patrons or licensees during the WORK to be completed by the Licensee or the maintenance, repair, alteration, renewal, relocation or removal of said FACILITIES of the Licensee, the State shall have the right to place such flagmen or watchmen at the sole risk, cost and expense of the Licensee, who covenants and agrees to bear the full cost and expense thereof and to promptly reimburse the State upon demand. The furnishing of or failure to furnish flagmen or watchmen by the State, however, shall not release the Licensee from any and all other liabilities assumed by the Licensee under the terms of this Agreement.

23. If the Licensee desires or is required, as herein provided, to revise, renew, add to or alter in any manner whatsoever the aforementioned FACILITIES, the Licensee shall submit plans to the State and obtain its written approval before any work or alteration of the FACILITIES is performed, and the terms and conditions of this Agreement with respect to the original FACILITIES, shall apply thereto.

24. (a) The Licensee shall at all times be obligated to promptly maintain, repair and renew said FACILITIES, and shall, upon notice in writing from the State requiring it so to do, promptly make such repairs and renewals thereto as may be required by the State, for the purpose of protecting and safeguarding its property, traffic, patrons or employees from damage or injury, may, with or without notice to

the Licensee, at any time make such repairs and renewals thereto and furnish such material therefore as it deems adequate and necessary, all at the sole cost and expense of the Licensee.

(b) In the event of an emergency, the Licensee will take immediate steps to perform any necessary repairs, and in the event the Licensee fails so to do, the State will perform said necessary repairs at the sole cost and expense of the Licensee.

25. (a) The supervision over the location of the WORK to be completed by the Licensee and inspection of the FACILITIES and the approval of the material used in such WORK to be completed by the Licensee, or the maintenance, repair, alteration, renewal, relocation and removal of the aforesaid FACILITIES covered by this Agreement shall be within the jurisdictional rights of the State.

(b) The right of supervision over the location of the WORK to be completed by the Licensee and inspection of the FACILITIES from time to time thereafter by the State, shall extend for an appropriate distance on each side of the property of the State as the method of installation and materials used may have an important bearing upon the strength and stability of the FACILITIES over, under, upon, or in the property of the State.

26. The Licensee shall comply with all Federal, State and local laws, as well as the ordinances and zoning regulations of the City of Danbury, and assume all costs, expenses and responsibilities in connection therewith, without any liability whatsoever on the part of the State.

27. All costs and expenses in connection with the maintenance, repair, alteration, renewal, relocation and removal of said FACILITIES shall be borne by the Licensee, and in the event of work being performed or material furnished by the State under the stipulated right to perform such maintenance, repair, alteration, renewal, relocation or removal under any section hereof, the Licensee agrees to pay to the State, or its designee, the actual cost of material plus the current applicable overhead percentages for storage, handling, transportation, purchasing and other related material management expenses and the actual cost of labor plus the current applicable overhead percentages as developed and published by the accounting department of the State for fringe benefits, payroll taxes, administration, supervision, use of tools, machinery and other equipment, supplies, employers' liability insurance, public liability insurance, and other insurance, taxes and all other indirect expenses. It is understood that the aforementioned material and labor overhead charges are to be applied at the rates which are effective at the time of the performance of any work by employees of the State on the said FACILITIES. The Licensee agrees to pay such bills within thirty (30) days of the presentation thereof by the State.

28. The Licensee shall, at its sole cost and expense, upon request, in writing, of the State, promptly change the location of said FACILITIES covered by this Agreement, where located over, upon or in the property and facilities of the State, to another location,

to permit and accommodate changes of grade or alignment and improvement in or additions to the facilities of the State upon land now or hereafter owned or used by the State, with the understanding that said FACILITIES shall at all times comply with the terms and conditions of this Agreement with respect to the original FACILITIES; or in the event of the license, sale or disposal of the FACILITIES or any part thereof encumbered by this Agreement, then the said Licensee shall make such adjustments or relocations in the FACILITIES as are over, upon or in the property and facilities of the State, as may be required by the said State or its grantee; and if the Licensee shall fail or refuse to comply therewith, then the duly authorized agents of the State may make such repairs or adjustments or changes in location and provide necessary material therefore.

29. Upon termination of this Agreement or upon the removal or abandonment of the FACILITIES covered hereby, all the rights, title and interest of the Licensee hereunder shall cease and desist, and this Agreement shall thereupon become and be null and void, without any liability on the part of either party to the other party except only as to any rentals and liability accrued prior thereto, and the Licensee shall remove its said FACILITIES and appurtenances from State property and right-of-way, and all property of the State shall be restored in good condition and to the satisfaction of the State, should the State desire. If the Licensee fails or refuses to remove its FACILITIES and appurtenances under the foregoing conditions, the State shall be privileged to do so at the cost and expense of the Licensee, and the State shall not be liable in any manner to the Licensee for said removal.

30. It is further mutually understood and agreed by the parties hereto that this Agreement is made, subject to the following specifications and covenants:

(a) It is expressly understood and agreed by the Licensee that if at any time during the term of this Agreement the required Certificate of Insurance, as described herein, is not received within thirty (30) days of its due date, the State shall have the right to automatically terminate this Agreement, and the Licensee shall vacate the portion of the Danbury Rail Yard herein described, without further notice. The State's lack of enforcement of its right to automatically terminate shall not be construed as a waiver of its right to do so.

(b) "FACILITIES" as referenced in the attached Standard Specifications shall mean that portion of the Danbury Rail Yard the Licensee has been granted the right to utilize herein, in conjunction with the Danbury Railway Museum, including the improvements thereto.

IN WITNESS WHEREOF, the parties hereto do hereby set their hands and seals on the day and year indicated.

WITNESSES:

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
Emil H. Frankel, Commissioner

Name:

By _____ (Seal)
Patricia Zedalis
Deputy Transportation Commissioner
Bureau of Public Transportation

Name:

Date: _____

WITNESSES:

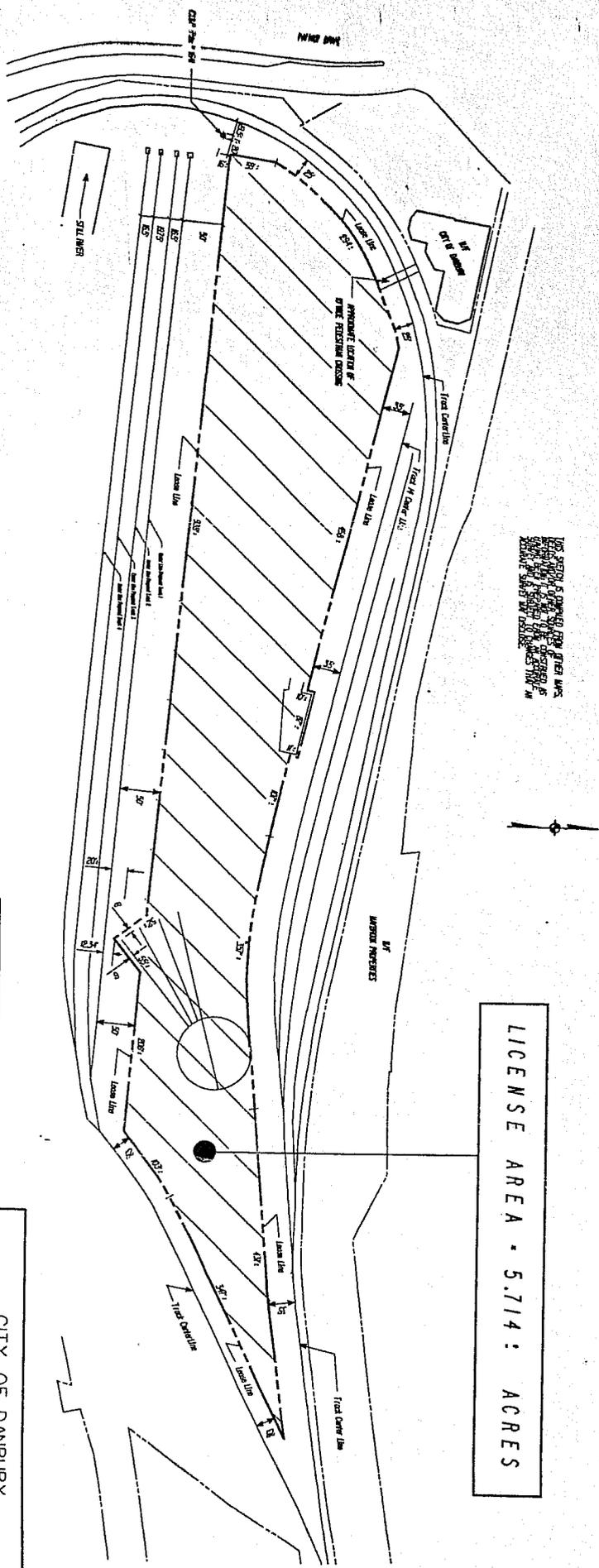
LICENSEE
CITY OF DANBURY

Name:

By _____ (Seal)
Gene F. Eriquez
Mayor

Name:

Date: _____



DRAWN BY P. J. GUINAN
 CHECKED BY _____
 DATE 11-10-1994
 DATE _____
 DATE _____

CADD : /usr/dot/rajs/guinan/0340961.dgn

TOWN NO. 34
 PROJECT NO. 7001 - Misc
 SERIAL NO. 981
 SHEET 1 OF 1

DATE	REVISION	REASON

I HEREBY CERTIFY THAT THIS MAP
 IS SUBSTANTIALLY CORRECT TO THE
 BEST OF MY KNOWLEDGE AND BELIEF

TITLE _____ DATE _____

CITY OF DANBURY
 SKETCH SHOWING LAND LICENSED TO
 THE CITY OF DANBURY
 (Portion Of Danbury Rail Yard)
 BY
 THE STATE OF CONNECTICUT
 Valuation Map 58-66-129
 SCALE: 1" = 200'
 NOVEMBER 1994
 BUREAU OF PUBLIC TRANSPORTATION - OFFICE OF PAID

32 ✓

COMMON COUNCIL

CITY OF DANBURY

APPLICATION FOR EXTENSION OF SEWER AND/OR WATER

Sewer

Water

Applicant: Wooster School Corporation

Address: Ridgebury Road

Danbury, Connecticut

Telephone No: 743-6311

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

Located at: Ridgebury Road

Assessor's Lot No: E 19001

Zone in which the Property Lies: RA-40

Intended Use:

Retail

Single Family Residential
Educational

Office

Multiple Family Development

Mixed

Industrial

_____ Number of Efficiency Units

_____ Number of 1 Bedroom Units

_____ Number of 2 Bedroom Units

_____ Number of 3 Bedroom Units

_____ Total Number of Units

WOOSTER SCHOOL CORPORATION

BY: Neil R. Marcus

Signature Neil R. Marcus, Esq.

November 22, 1994

Date

COMMON COUNCIL

CITY OF DANBURY

APPLICATION FOR EXTENSION OF SEWER AND/OR WATER

Sewer

Water

Applicant: Ridgeland Development Associates Limited Partnership
c/o Meredith Lederer & Associates, Inc.

Address: 1 Selleck Street
Norwalk, CT 06855-1120

Telephone No: 203-852-7100

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

Located at: Briar Ridge Road

Assessor's Lot No: D18040 and D18039

Zone in which the Property Lies: IL-40 zone

Intended Use:

- | | | | |
|--------------------------|------------|-------------------------------------|-----------------------------|
| <input type="checkbox"/> | Retail | <input checked="" type="checkbox"/> | Single Family Residential |
| <input type="checkbox"/> | Office | <input checked="" type="checkbox"/> | Multiple Family Development |
| <input type="checkbox"/> | Mixed | | |
| <input type="checkbox"/> | Industrial | | |
-
- | | | |
|--|-----------|----------------------------|
| | _____ | Number of Efficiency Units |
| | _____ | Number of 1 Bedroom Units |
| | <u>25</u> | Number of 2 Bedroom Units |
| | <u>25</u> | Number of 3 Bedroom Units |
| | _____ | Total Number of Units |

RIDGELAND DEVELOPMENT ASSOCIATES
LIMITED PARTNERSHIP

BY: 
Signature Neil R. Marcus, Esq.

November 22, 1994
Date

49 Hospital Avenue
Danbury, CT 06810
Danbury Common Council, Ward 3

33

December 6, 1994

The Honorable Mayor Gene F. Eriquez
Danbury City Hall
155 Deer Hill Avenue
Danbury, CT 06810

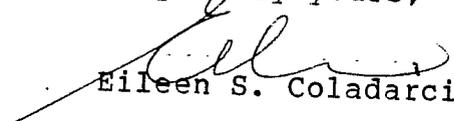
Dear Mayor Eriquez:

On December 4, 1994 The Danbury Common Council held their annual wood sale. The proceeds from the sale is to be divided between The Hanahoe Children's Clinic and the Children's Christmas Fund.

Mr. Joseph Ubachs of the Children's Christmas Fund invited the Council members to their annual toy drive on December 11, 1994 at the Hilton to make a presentation. I would like to attend and present them with a check for \$300.00 which is 50% of the amount collected this year.

I would also like to ask that any Council member join me for the festivities. If you have any questions or would like to attend, I can be reached at home (203)797-1587 or at work (203)798-2252. Thank you.

Very truly yours,


Eileen S. Coladarci

10 AM - 4 PM
10:00 AM - 2:00 PM