

COMMON COUNCIL MEETING

OCTOBER 5, 1993

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

PLEDGE OF ALLEGIANCE
PRAYER

ROLL CALL

✓
Fazio, Scalzo, Falzone, Roth, Arconti, Coladarci, Boynton,
Dennehy, Setaro, Gogliettino, DaSilva, John Esposito, Dean
Esposito, Outlaw, Cassano, Charles, Butera, Cipriani, Scozzafava,
Trocolla, Yamin

17 Present 4 Absent

PUBLIC SPEAKING

MINUTES - Minutes of the Common Council Meeting held September 8, 1993.

CONSENT CALENDAR - The Consent Calendar was presented by John Esposito

- 1 ✓ ORDINANCE - Amendment to Police Pension Plans
- 2 ✓ RESOLUTION - Greater Danbury Homesharing Connections
- 3 ✓ RESOLUTION - Homeshare Coordinator
- 4 ✓ RESOLUTION - FEMA Grant
- 5 ✓ RESOLUTION - Social Services Block Grant
- 6 ✓ RESOLUTION - Application for Meserve Memorial Fund Grant for School-Based Health Center Project
- 7 ✓ RESOLUTION - Grant from the Meserve Memorial Fund for Cultural Enlightening Program
- 8 ✓ RESOLUTION - Beaver Street Apartments Cooperative Abatement
- 9 ✓ RESOLUTION - Union Station Restoration Project
- 10 ✓ RESOLUTION - Grant from Connecticut State Library to Preserve Historic Local Documents
- 11 ✓ RESOLUTION - Federal Department of Justice Grant
- 12 COMMUNICATION - Charter Revision Commission Report
- 13 ✓ COMMUNICATION - School Based Health Center Renovations

- ✓ 14 COMMUNICATION - Donations to the Department of Elderly Services

- ✓ 15 COMMUNICATION - Donations to the Police Department

- ✓ 16 COMMUNICATION - Donation of Copier Cabinet to the Health Department

- ✓ 17 COMMUNICATION - Donation to the Department of Elderly Services

- ✓ 18 COMMUNICATION - Request for assistance for Youth Commission

- ✓ 19 COMMUNICATION - Request for Funds for Tarrywile Park Authority for Capital Improvement Project

- ✓ 20 COMMUNICATION - Special Services Account #011011 - Fire Department

- ✓ 21 COMMUNICATION - Request for a Committee to research definition of "Sidewalk"

- ✓ 22 COMMUNICATION - Request for Committee regarding Water Supply Protection Districts

- ✓ 23 COMMUNICATION - Amendment to Lease Dated September 11, 1992 Between the First Congregational Church and City of Danbury

- ✓ 24 COMMUNICATION - Request to Accept Fairmount Drive as a City Road

- ✓ 25 COMMUNICATION - Request to Accept Roads in Huntington Farms Subdivision as City Roads

- ✓ 26 COMMUNICATION - Request for Sewer Extension - 13 Sugar Hollow Road

- ✓ 27 COMMUNICATION - Still River Corporate Park

- ✓ 28 COMMUNICATION - Contract between Danbury Library and Innovative Interfaces, Inc.

- ✓ 29 COMMUNICATION & CERTIFICATION - Uninsured Worker's Compensation

- ✓ 30 COMMUNICATION - Radio Beacon Tower - Spruce Mountain

- ✓ 31 COMMUNICATION - State Forfeiture Monies

- ✓ 32 COMMUNICATION - Reports regarding Danbury/Ridgefield Negotiating Water Committee

- ✓ 33 COMMUNICATION - Melville Corporation v. City of Danbury and Board of Tax Review

- ✓ 34 COMMUNICATION - POW-DAN II Corporation v. City of Danbury

✓ 35 COMMUNICATION - Jasso v. Commission of the Department of Income Maintenance and Director of the City of Danbury Department of Welfare

✓ 36 COMMUNICATION - Appointments to the Commission on Aging

✓ 37 DEPARTMENT REPORTS - Engineering, Public Utilities, Highways, Department of Elderly Services, Parks and Recreation, Health and Housing, Fire Chief, Fire Marshall

✓ 38 REPORT - Coach Hill Road

✓ 39 REPORT - Lease between Tarrywile Park Authority and Anderson Montessori School - 5 Mountainville Road

✓ 40 PROGRESS REPORT - Health and Housing Department Lease

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

✓ 41 COMMUNICATION. CITY OF DANBURY v SALOME
WATER DISPUTE - 131 WEST ST.

RECORDED AT 11:00 AM NOV 10 1971
CITY OF DANBURY

CONSENT CALENDAR

OCTOBER 5, 1993

- 2 - Approve Grant Application for Greater Danbury Housesharing Connections 10,850
- 3 - Approve Grant Application for Homeshare Coordinator - \$3,000
- 4 - Approve Grant Application for FEMA Grant - \$12,000
- 5 - Approve Grant Application for two Social Services Block Grants - \$25,781 each
- 6 - Approve Grant Application for Meserve Memorial Fund Grant for School Based Health Center Project - \$10,000
- 7 - Approve Grant Application for Grant from Meserve Memorial Fund for Cultural Enlightening Project - \$10,000
- 8 - Approve Grant Application for Beaver Street Apartments Cooperative Abatement - \$31,500
- 9 - Approve Supplemental Agreement for Union Station Restoration Project - \$158,000
- 10 - Approve Grant Application for Grant from Connecticut State Library to preserve historical local documents - \$5,000
- 18 - Approve request for assistance for Youth Commission
- 23 - Approve Lease extension at Congregational Church for Alternative Center for Education
- 36 - Approve appointments of Thomas Quinn, Olito Grigors and Roland Sorenson to the Commission on Aging
- 38 - Approve acceptance of Coach Hill Road pending compliance with modified Ordinance 17-34
- 39 - Approve Lease between Tarrywile Park Authority and the Anderson Montessori School
- 40 - Approve Progress Report regarding the Health and Housing Department Lease



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

OFFICE OF THE CORPORATION COUNSEL

September 27, 1993

PLEASE REPLY TO:

DANBURY, CT 06810

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

Re: Police Pension Ordinances

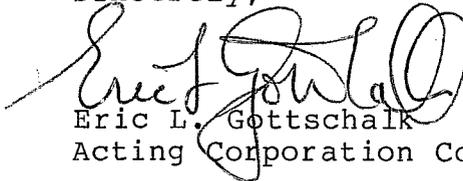
Dear Mayor and Council Members:

Following discussions with the Director of Finance it was agreed that I would prepare an ordinance amendment to the police pension plans for your review. The purpose of the amendment is technical in nature and not intended to modify the substantive provisions of the existing plans. Please find the text of these amendment enclosed.

As you will see, the revised language concerns the definitions of "pay" under the three plans. The old language failed to fully define certain related terms used in the ordinances. It was our feeling that the amendment now before you was the best way of resolving the problem.

Please consider this proposal in the usual fashion.

Sincerely,



Eric L. Gottschalk
Acting Corporation Counsel

cc: Dominic A. Setaro, Jr.

THAT Subsection 14-52(c) of the Code of Ordinances of Danbury, Connecticut is hereby amended to read as follows:

Sec. 14-52. Personnel covered; effect of military service; definition of fractional expressions; DEFINITIONS OF PAY; changes in pensions; duration, applications for retirement.

(c) With respect to The Pre-1967 Police Pension Fund of Danbury and to The 1967 Police Pension Fund of Danbury and to the pension benefits of their respective members, the terms "~~one-fourth,~~" "~~one-half~~" and "~~two-thirds pay,~~" "PAY" as used in any applicable section of this article, shall represent a sum amounting in each year to ~~twenty-five (25) percent,~~ ~~fifty (50) percent,~~ and ~~sixty-six and two-thirds (66 2/3) percent,~~ respectively, of BE DEFINED AS the highest salary or compensation received by any regular member of either fund during the years in which such member served the city; and such pension when determined by the appropriate board of directors shall not thereafter be reduced, but shall be increased to correspond to any increase in salary received by members of the same grade and rank of such member while in active service of the department.

With respect to The 1983 Police Pension Fund of Danbury and to the pension benefits of the membership of such fund, the terms "~~one-fourth,~~" "~~one-half~~" and "~~two-thirds pay,~~" "PAY" as used in any applicable section of this article, shall represent a sum amounting in each year to ~~twenty-five (25) percent,~~ ~~fifty (50) percent,~~ and ~~sixty-six and two-thirds (66 2/3) percent,~~ respectively, of BE DEFINED AS the average of the annual straight-time earnings received by any regular member of the fund during the three (3) years of highest compensation.

Deletions are indicated by ~~strikeouts~~.

Additions are indicated by CAPITALIZATION AND UNDERSCORING.



CITY OF DANBURY

DANBURY, CONNECTICUT 06810
DEPARTMENT OF ELDERLY SERVICES
COMMISSION ON AGING

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

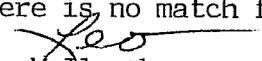
Municipal Agent
80 Main Street
(203) 797-4687

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

To: Corporation Counsel
From: Elderly Services
Re: Application for Meserve Grant
Date: 09/23/93

Please make a Resolution for the Department of Elderly Services.
Approval to apply for a Grant Application for \$10,850 for the Greater
Danbury Homesharing Connections (a division of this department) from
the Albert Wadsworth & Helen Clark "Meserve Memorial Fund."
(Enclosed Application Page)

There is no match for this grant/ no City of Danbury Funds.


Leo McIlrath



CITY OF DANBURY

DANBURY, CONNECTICUT 06810
DEPARTMENT OF ELDERLY SERVICES
COMMISSION ON AGING

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September 27, 1993

Mayor Gene F. Eriquez and Members of the Common Council
City Hall - 155 Deer Hill Avenue
Danbury, Connecticut 06810

Mayor Eriquez and Members of the Common Council:

The Department of Elderly Services requests your approval to apply for a \$10,000 grant from the Albert Meserve Memorial Fund to be used for a "Cultural Enlightening Program" at Interweave Adult Day Care Center.

This project will utilize local resources, oral and visual presentations as well as trips to museums and programs of a cultural nature.

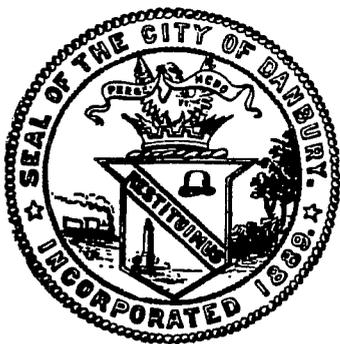
There would be no City of Danbury match in this grant.

The period of this grant is from 01/01/94 - 12/31/94.

Funds would cover some of the salary of the Activity Specialist who would oversee the program as well as the cost of supplies and trips.

Respectfully,

Leo McIlrath



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

October 5, 1993 A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Albert Wadsworth and Helen Clark "Meserve Memorial Fund" has made a grant in the amount of \$10,850.00 available to finance portions of the "Homeshare Connections" program at the Department of Elderly Services; and

WHEREAS, the grant would cover the period 1/1/94 through 12/31/94 and would defray the costs of salary and various expenses of the program; and

WHEREAS, there are no local funds or match required.

NOW, THEREFORE, BE IT RESOLVED that Gene F. Eriquez, Mayor of the City of Danbury is hereby authorized to execute any agreements or other documents necessary to accomplish the goals hereof.



CITY OF DANBURY

DANBURY, CONNECTICUT 06810
DEPARTMENT OF ELDERLY SERVICES
COMMISSION ON AGING

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

To: Corporation Counsel
From: Elderly Services
Re: Resolutions for Grant Applications
Date: 09/23/93

This department wishes to apply for \$3,000 grant to the State of CT DMR
-Department of Mental Retardation - to be used towards the salary of the
Homeshare Coordinator.

Documents that are required to be signed are enclosed.

(have)

The grant is a Title III-B Grant that we've already been approved to re-request.
(see enclosed budget) - Because it is a separate State Agency, we need the
resolution.

Leo McIlrath



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

October 5, 1993 A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the State of Connecticut Department of Mental Retardation is making a grant in the amount of \$3,000.00 available to the Department of Elderly Services which would be used toward the salary of the Department's Homeshare Coordinator; and

WHEREAS, said grant is a "Title III-B" grant which the Department for Elderly Services has already been pre-approved to request; and

WHEREAS, there is no local match required for this grant.

NOW, THEREFORE, BE IT RESOLVED, that Gene F. Eriquez, Mayor of the City of Danbury is hereby authorized to execute any agreements or other documents necessary to effectuate the intent hereof.



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

Welfare Department
797-4569

TO: Gene F. Eriquez, Mayor
FROM: D. MacKenzie, Director of City Welfare *DM*
DATE: September 29, 1993
RE: FEMA Funding 93/94

The City of Danbury, Department of Welfare, Homeless Services Division is going to apply once again for FEMA Funding. In order to submit an application and hopefully accept grant money, a resolution from the Common Council is necessary.

Last year we received \$9,000. It is my intention to request no more than \$12,000 this year. The resolution should authorize an application for the period of 10/1/93 - 9/30/94 for an amount not to exceed \$12,000. A copy of the resolution is attached.

These funds, if received, will be used to offset the operational cost of the City's Shelter and Day Center.

Please place this item on the 10/5/93 Common Council agenda.

DM:cyp
cc: Eric Gottschalk, Acting Corporation Council
Dominic Satero, Director of Finance
Jimetta Samaha, Assistant City Clerk





RESOLUTION

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 wishes to make application in an amount not to exceed \$12,000.00 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, 1993 through September 30, 1994, with no local match required;

NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF DANBURY THAT Gene F. Eriquez, Mayor of the City of Danbury is hereby authorized to apply for an amount not to exceed \$12,000.00 in said grant funds through the United Way of Northern Fairfield County, Inc., and to accept said funds is offered and is further authorized to sign any applications, agreements or other documents in connection therewith and to do all things necessary to effectuate the purpose of said grant.



CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

Welfare Department
797-4569

TO: Gene F. Eriquez
FROM: D. MacKenzie *DM*
DATE: September 28, 1993
RE: DSS SSBG Funds

I have received notice from the State of CT Department of Social Services that there are Social Services Block Grant funds available for Danbury for the following grant periods: 10/01/92 - 10/31/93 and 11/1/93 - 9/30/94.

In order to apply for these funds, two resolutions are needed. They are attached. These funds will be used to offset caseworker salaries, as they have been in the past. Each grant will not exceed \$25,781.

Please place these items on the 10/5/93 Common Council agenda.

DM:cyp
cc: Eric Gottschalk, Acting Corporation Council
Dominic Setaro, Director of Finance
Jimetta Samaha, Assistant City Clerk ✓



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, pursuant to Chapters 48 and 17-571(b) of the Connecticut General Statutes, the Commissioner of Human Resources is authorized to extend financial assistance to municipalities and human resources development agencies, and

WHEREAS, the State of Connecticut Department of Social Services has made Social Service Block Grant funds available from October 1, 1992 through October 31, 1993, and

WHEREAS, these funds are utilized by the City of Danbury Department of Welfare for Counseling Services; and

WHEREAS, these funds offset a percentage of the cost of salaries for the four caseworkers in the City of Danbury Department of Welfare,

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

1. It recognizes the responsibility for the provision of local grants-in-aid to the extent that they are necessary and required by the state for said program;
2. That the filing of an application by the City of Danbury Department of Welfare covering the period of October 1, 1992 through October 31, 1993 for a grant in the amount of \$25,781.00 or such other amount is offered is hereby approved and that Gene F. Enriquez, Mayor of the City of Danbury, is hereby authorized and directed to execute and file such application, to provide such additional information as the Commissioner may request, to execute a Grant Action Request with the State of Connecticut for State financial assistance if such an agreement is offered, and to execute any amendments, rescissions and revisions thereto, as the authorized representative of the City of Danbury.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, pursuant to Chapters 48 and 17-571(b) of the Connecticut General Statutes, the Commissioner of Human Resources is authorized to extend financial assistance to municipalities and human resources development agencies, and

WHEREAS, the State of Connecticut Department of Social Services has made Social Service Block Grant funds available from November 1, 1993 through September 30, 1994, and

WHEREAS, these funds are utilized by the City of Danbury Department of Welfare for Counseling Services; and

WHEREAS, these funds offset a percentage of the cost of salaries for the four caseworkers in the City of Danbury Department of Welfare,

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

1. It recognizes the responsibility for the provision of local grants-in-aid to the extent that they are necessary and required by the state for said program;
2. That the filing of an application by the City of Danbury Department of Welfare covering the period of November 1, 1993 through September 30, 1994 for a grant in the amount of \$25,781.00 or such other amount is offered is hereby approved and that Gene F. Eriquez, Mayor of the City of Danbury, is hereby authorized and directed to execute and file such application, to provide such additional information as the Commissioner may request, to execute a Grant Action Request with the State of Connecticut for State financial assistance if such an agreement is offered, and to execute any amendments, recisions and revisions thereto, as the authorized representative of the City of Danbury.



CITY OF DANBURY

DANBURY, CONNECTICUT 06810

HEALTH AND HOUSING DEPARTMENT
20 WEST STREET

(203) 797-4625

September 27, 1993

Mayor Gene F. Eriquez and
Members of the Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut 06810

Dear Mayor Eriquez and Members of the Common Council:

I am writing to you to request your authorization to apply to the Meserve Memorial Fund for supportive funding for our recently awarded School-Based Health Center Project (SBHC). The amount to be requested will not exceed \$10,000.00.

In order to initiate the new SBHC, first year funding available through the Department of Public Health and Addiction Services will be strictly reserved for activities which assure that Center services will be available to students four days of the school week. Funding received through the Meserve Memorial Fund would be utilized to purchase medical, clinical and office equipment for the proposed SBHC site. If funds are available to cover these expenses, funding appropriated in the SBHC Implementation Proposal would be available for staff salaries so that the hours of operation of the Center could be expanded beyond the proposed four days.

The Meserve Memorial Fund makes grants twice a year and accepts applications during the months of April and October. Notification of award will be made approximately three to four weeks following receipt of application.

The Department of Health and Housing requests that the Common Council approve the application for the Meserve Memorial Fund application and adopt the Resolution concerning this request.

Respectfully submitted,

Melanie Bonjour
Acting SBHC Coordinator

cc: William Campbell





RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Department of Health and Housing of the City of Danbury is eligible to apply for a Meserve Memorial Fund Grant in an amount not to exceed \$10,000.00; and

WHEREAS, the grant will cover the period of November 1, 1993 through June 30, 1994 with no local cash match required; and

WHEREAS, the grant will enable the Health and Housing Department to supplement funding for a School-Based Health Center;

NOW, THEREFORE, BE IT RESOLVED THAT Gene F. Eriquez, Mayor of the City of Danbury, and the Danbury Health and Housing Department, acting through William J. Campbell, its Director, are hereby authorized to make application for said grant and to accept the grant award on behalf of the City of Danbury, if such award is made. Any prior actions of the Mayor or the Director of Health regarding this application are hereby ratified.

BE IT FURTHER RESOLVED THAT Mayor Gene F. Eriquez or William J. Campbell, Director of Health are hereby authorized to make, execute and approve on behalf of the City of Danbury all contracts or amendments thereof with the Meserve Memorial Fund regarding said grant and to take all actions necessary to accomplish the purposes of this program.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

October 5, 1993 A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Albert Meserve Memorial Fund has made available a grant in the amount of \$10,000.00 for a "Cultural Enlightening Program" at Interweave Adult Day Care Center; and

WHEREAS, said program will utilize local resources, oral and visual presentations as well as trips to museums and programs of a cultural nature; and

WHEREAS, said funds would also be used to cover some of the salary of the Activity Specialist who would oversee the program; and

WHEREAS, the period of the grant would be 1/1/94 through 12/31/94.

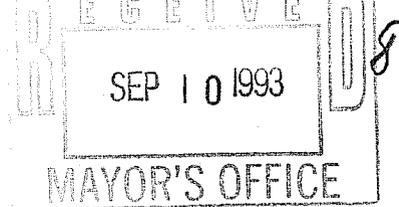
NOW, THEREFORE, BE IT RESOLVED that Gene F. Eriquez, Mayor of the City of Danbury is hereby authorized to execute any agreements or other documents required in order to effectuate the intent hereof.



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810



OFFICE OF THE TAX COLLECTOR
(203) 797-4541

CATHERINE A. SKURAT, C.C.M.C.
TAX COLLECTOR

September 9, 1993

Honorable Gene F. Eriquez
Common Council Members
City of Danbury
155 Deer Hill Avenue
Danbury, Ct. 06810

Dear Mayor Eriquez & Council Members:

Attached please find a resolution for your approval for the Beaver Street Apartments Cooperative, Inc.. This is project number 034-TA-1A1, and the abatement will be in the amount of \$31,500.00. This abatement, however is subject to State approval of funds for fiscal year 1993-1994.

Upon approval of this resolution, I will need the Mayor's signature on the application for reimbursement. If I can be of any further assistance, please let me know.

Sincerely,


Catherine A. Skurat, CCMC
Tax Collector

Attachment:

cc: Eric Gottschalk, Corporation Counsel



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, it is desirable and in the public interest that the City of Danbury abate taxes under Section 8-215, Connecticut General Statutes, as amended, on the property owned by Beaver Street Apartments, Inc. located at Beaver Street and Rose Street in Danbury, known as Beaver Street Apartments; and

WHEREAS, the City of Danbury has approved abatement of up to 100% of the real property taxes on the subject property by resolution of the Common Council of the City of Danbury, adopted on October 3, 1973, and has executed a Tax Abatement Contract with Beaver Street Apartments (9-25-73) and a Tax Abatement Assistance Agreement with the State of Connecticut on September 30, 1973; and

WHEREAS, it is necessary to modify the aforesaid Tax Abatement Agreement with the State of Connecticut to reflect a revised tax assessment on the subject property of \$2,257,000; and

WHEREAS, it has been determined that the amount of taxes to be abated on the subject property is \$31,500 for the Grand List of October 1, 1992;

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

1. That the City of Danbury hereby abates up to one hundred percent of the ad valorem taxes applicable to the property described above for a period of not more than forty (40) consecutive years;

2. That the Mayor of the City of Danbury is hereby authorized, directed and empowered in the name of and on behalf of the City of Danbury to execute the Tax Abatement Contract described above and to execute any amendments, revisions and recisions of said contract in the name of and on behalf of the City of Danbury;

3. That the real property taxes abated on the subject property are \$31,500 for the Grand List of October 1, 1992;

4. That the Tax Collector of the City of Danbury is hereby directed and empowered to list the total amount of the said lawful abatement into the Rate Book and other records and files, together with the name of the owner against whom such tax so abated was levied and the reason for such abatement, and the Tax Collector is further directed to record these facts in her Annual Report in accordance with the provisions of Section 12-167 of the Connecticut General Statutes, as amended;

5. That the Tax Collector of the City of Danbury is also directed to immediately file a certified statement as evidence of said abatement with the Commissioner of the Department of Housing;

6. That the Tax Collector of the City of Danbury is also directed to refund all tax payments received from Beaver Street Apartments, Inc. or its representatives in connection herewith to the extent that said funds are reimbursable by the State of Connecticut through its Department of Housing.



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

OFFICE OF THE CORPORATION COUNSEL

PLEASE REPLY TO:

DANBURY, CT 06810

October 5, 1993

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

Re: Union Station Restoration Project
Resolution for supplemental funding agreement

Dear Mayor and Council:

The attached resolution authorizes the Mayor to execute an agreement which will provide more money to complete the referenced project. You will recall that the original State agreement for funds obtained by the Mayor from the federal government was executed last winter/spring. This new, supplemental agreement amends the amount of money the City will receive and the amount of "in kind" services it must provide to the job.

Please consider the approval of the resolution at your earliest opportunity inasmuch as timely execution is important.

Please don't hesitate to call us if you have any questions regarding this.

Very truly yours,

Laszlo L. Pinter
Assistant Corporation Counsel

attachment

cc: Gene F. Eriquez
Mayor

Dominic A. Setaro, Jr.
Director of Finance



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

October 5 A. D., 19 93

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, on March 2, 1993, the Mayor of the City of Danbury was authorized by the Common Council to execute a grant agreement providing federal funds for the restoration of Union Station; and

WHEREAS, in order to cover the cost of such additional expenses as are required for the completion of this project, a Supplemental Agreement between the City of Danbury and the State of Connecticut (as pass-through agent) must be signed; and

WHEREAS, the City is in receipt of a Supplemental Grant Agreement (No. 8.24-07(93) authorizing a revised grant of \$158,000 for preliminary engineering/design expenses; and

WHEREAS, said funds represent a portion of the anticipated eighty percent (80%) federal reimbursement of the restoration project;

NOW, THEREFORE, BE IT RESOLVED that Gene F. Eriquez, Mayor, be and hereby is authorized to sign the agreement entitled FIRST SUPPLEMENTAL AGREEMENT TO THE ORIGINAL AGREEMENT DATED APRIL 13, 1993 BETWEEN THE STATE OF CONNECTICUT AND THE CITY OF DANBURY FOR THE DEVELOPMENT OF CONTRACT PLANS, SPECIFICATIONS AND ESTIMATES FOR ENHANCEMENT IMPROVEMENTS FOR THE REHABILITATION OF HISTORICAL UNION STATION IN THE CITY OF DANBURY. This agreement is identified by agreement No. 8.24-07(93).



**DANBURY
PUBLIC
LIBRARY**

10

170 MAIN STREET

DANBURY, CONNECTICUT 06810

(203) 797-4505

September 24, 1993

Dear Honorable Council Members:

Danbury Public Library respectfully requests your support for the attached resolution. The resolution calls for the authorization for the library to apply for a \$5,000 grant from the Connecticut State Library.

The grant requires no matching funds and no in-kind funds. The purpose of this grant is to implement conservation measures to preserve historic local documents, including the purchase of acid-free boxes and paper and conservation treatment of oversized historic atlases.

Thank you for your consideration.

Sincerely yours,

Betsy McDonough
Director

c: Mayor Gene F. Eriquez
City Clerk

RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT



_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, P. L. 101-254 (the most recent amendment of the Federal Library Services Construction Act) provides for federal funds to assist in the extension and improvement of public library services; and

WHEREAS, the Danbury Public Library has made application to the Connecticut State Library for a grant of \$5,000 under said Federal Library Services and Construction Act, which requires no matching funds and no in-kind funds; and

WHEREAS, use of the materials in the Library's Local History Room has increased 40% in the last two years; and

WHEREAS, the community of Danbury will benefit from conservation measures to insure the survival and accessibility of historic records in the Library; and

WHEREAS, said grant will increase the life of historic materials through the purchase of acid-free boxes and paper; and

WHEREAS, said grant will provide for conservation treatment of oversized atlases to protect them for future generations;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF DANBURY THAT: approval is hereby given for said application and that Gene F. Eriquez, Mayor of the City of Danbury, is hereby authorized to sign said application and that the Mayor and the Director of the Danbury Public Library, Elizabeth McDonough, are hereby authorized to do any and all things necessary to effectuate the purposes thereof, provided, however, that any amendments to said application requiring expenditure of City of Danbury funds must receive prior approval by the Common Council.



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ
MAYOR

(203) 797-4511

October 5, 1993

Honorable Members of the Common Council
City of Danbury, Connecticut

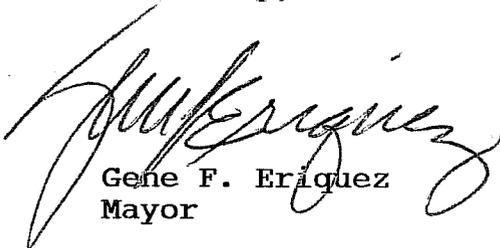
Dear Council Members:

Attached is a resolution which allows the City of Danbury to apply for and accept up to \$525,000 from the federal Department of Justice to hire seven police officers over a three year period. The City would be required to match those funds with up to \$315,000 over the same time period, and then absorb the full cost of those officers after three years.

These officers would be assigned to Danbury neighborhoods through a community policing program. This would enable current officers to focus on other neighborhoods or responsibilities as determined by Police management.

Thank you for your prompt consideration of this item.

Sincerely,



Gene F. Eriquez
Mayor



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

October 5 _____ A. D., 19 93

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Federal Department of Justice, Office of Justice Programs, Bureau of Justice Assistance is making funds available to communities for a Police Hiring Supplement Program ("The Program"); and

WHEREAS, The Program will make direct grants to law enforcement jurisdictions permitting the hiring and/or rehiring of additional sworn law enforcement officers as part of an overall plan to address crime and related problems through community policing; and

WHEREAS, said Program is in the best interests of the City of Danbury and it is desirable to obtain the goals thereof; and

WHEREAS, a grant pursuant to this Program would permit the hiring of seven (7) officers for three (3) years at a total grant amount of \$525,000, of which a local match of \$315,000 would be required for those first three (3) years, and 100% local funding subsequent to the initial three (3) year period;

NOW, THEREFORE, BE IT RESOLVED THAT Gene F. Eriquez, Mayor of the City of Danbury, be and hereby is authorized to make application for said grant funds and take any and all necessary actions in the furtherance of said Program.

Mr. Mayor and Council

I come before you to request you do not accept the final report of the charter revision commission. I request you send them back into session to at least discuss what was brought up at the public hearings which was ignored by this commission. Twice people showed up at the public hearings to ask the commission to look into other important areas in the charter but both times these citizens where dismissed as crazies. Why? Aren't their ideas as important as the administrations? Couldn't we even give them the courtesy of discussion? No the commission voted to ignore these requests. I think that was wrong.

This commission was a farce. Packed 6 to 1 every vote went against the citizens who requested thru 5 months of hard work that at the very least you lower the number of signatures needed to bring the budget to referenda. Never did I hear a good valid reason why this could not be done except it would put the control in the hands of a special interest group. What do you think is in control now. City workers and Board of Ed workers now make up the largest portion of the city budget and they control this budget right now. Surely the taxpayers couldn't do worse. The portion of the charter where the budget just returns to the original mayors budget if defeated at referendum is a slap in the face of the taxpayers after they work to petition for change and vote down a budget, to just go back to the Mayors original budget is ridiculous.

Other good issues were brought up at the public hearings which should have been looked at. Line item veto, Term Limits, Ethics Commission, Office of Policy and Management. Why were none of these items discussed? I thought public hearings were to get the public input and to react to it. This does not appear to be the case in Danbury as at both public hearings the public requesting change outnumbered the ones asking for status quo. Yet the first group were ignored.

The Charter Revision Commission never allowed the public to ask questions of the expert witness presenting their opinions though they were in attendance at every meeting. Therefore many statements went on the record and were just opinions not fact. Were you afraid of public questions? These meetings were well attended by the public who wanted these changes. I must admit I was shocked at just how ignored, silenced, and squashed they were. After all this was a Charter Revision Commission which was brought about by the taxpayers of this city.

I learned and grew thru this experience. For that I thank you. I did my homework and came prepared to the meetings. I researched other charters and tried to focus on the issues not which party wanted what. Yet I was shocked when we voted to not change the charter during our second meeting where we were discussing the expert testimony. What was the hurry? We never looked at Norwalk's charter where referenda is allowed, a city of comparable size. We did look at West Hartford's charter where citizens are allowed referenda. Another city of comparable size but we decided not

to take it seriously because the taxpayers had some problems with the way the charter was written. Instead of looking at it to see where they went wrong and trying to fix it we thru the baby out with the bath water.

This is not a Democrat or Republican issue. It is a taxpayer issue. A bipartisan issue. 3200 people signed the petition. They want change. None of you up there listened or helped when we asked. You sent us out to collect these signatures which we did. Still you wouldn't listen or help. You formed a commission which went thru the motions but in the end would not listen. You have squashed the taxpayer. You have taken away our voice and our ability to access government. I am sure you will be voted in again as that seems to be the way in Danbury. But as you continue to take away free and low cost services, ambulances, trash, sewer, water, etc. And continue to give away our tax dollars to charities, private roads, private water companies attorney fees, giving away city land, regionalization, free meals, etc. The taxpayer will notice. We have begun to already. Thats where this petition came from.

Again I ask you to throw out this final report from the charter revision commission and either send them back to do a more competent job or begin again with a whole new commission who is more willing to listen. Remember all they really wanted was to change the number of signatures required to force a referendum to 5% and change what happens to the budget if defeated at referenda. Certainly not to much to ask when the taxpayers are between a rock and a hard place.

Thank you

Lynn Waller
83 Highland Ave.
Danbury, Ct. 06810
203-748-3681

Addendum Minority paper for Charter Revision Committee

1. Ethics Commission

Establish an ethics commission revised to be accessible to the public. There should be filed for each employee a full disclosure form for each elected, appointed and hired person in city government which would be public record showing the nature and type of work of the principal and spouse, as well as any family member who has a vested interest within the city frame of government or in any city business, to include cousins etc. (We have a severe relative problem in Danbury).

Any finding of the ethic commission should be made public within 30 days as well as, did in fact, a violation occur and a reason for the decision. Results should be kept on file in either the city clerk or town clerks office available to the general public as well as notifying the principals involved within five days of the decision. There should also be a time frame from the time of the hearing to the results.

2. Conflict of Interest

needs serious redefinition, very vague in the very first line. It states any city officer or employee who has an interest which is "substantial" but does not define "substantial". All surrounding towns say the same people are prohibited from having any financial interest or any personal beneficial interest, direct or indirect in any contract or purchase order or contractual services to be used by the city.

3. Line Item Veto

For the Mayor, for the budget - City or School. This courtesy should also be extended to the Common Council.

4. Vacancies

Should be reworded to read - the appointment shall be filled by the choice of that political party who experiences the vacancy

5. Corporation Counsel

There was a significant change in the corporation counsel from older charters which should be reconsidered. Older charters on file at city hall state that counsel shall be an attorney-at-law admitted to practice law in this state for at least four years. Reinstate four years and apply four years to assistants as well as any associate attorneys. This would be applied near the end of the dialogue under Corporation Counsel.

6. Civilian Review Boards

self explanatory

7. Department of Policy and Management

Shall be responsible for: budget analysis, development and administration: operations planning and improvements: program performance standards evaluation and monitoring: management improvements on all boards, commissions and departments of the city: intergovernmental relations and such other functions as the Mayor and City Council may from time to time assign.

Shall hold a degree in public administration or management, planning, business administration, government, economics, finance or equivalent services and serve at the pleasure of the Mayor. He shall advise the Mayor, City Council and Dept. Heads.

General supervision of preparation of the budget with the assistance of the Director of Finance and Dept. Heads.

Shall compile operating and capital budgets
Power to require all dept. heads to provide such information as he shall need and to exhibit all books, contracts, resolutions and reports, documents in their possession that shall help him discharge his duties.



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ
MAYOR

(203) 797-4511

October 5, 1993

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members:

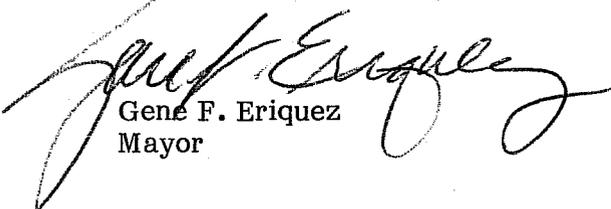
The City of Danbury Department of Health, in cooperation with the Danbury Public Schools, has recently received State funding for School Based Health Services for our adolescent student population at Danbury High School.

As some modifications to the health area at the High School are necessary to facilitate this School Based Center, I hereby request your approval of up to \$7,500 which represents the City's share of this estimated \$15,000 expense. The Board of Education has agreed to provide up to \$7,500 as their share for this project.

Your prompt consideration of this item would be greatly appreciated as it is our plan to activate the School Based Health Center at Danbury High School in January, 1994.

Thank you for your cooperation.

Sincerely,


Gene F. Eriquez
Mayor



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

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

October 6, 1993

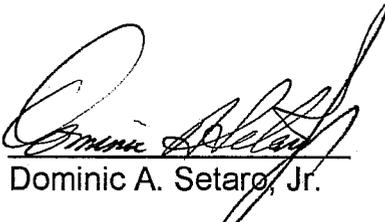
MEMO TO: Hon. Gene F. Eriquez
via the Common Council CERTIFICATION #10

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

RE: Maintain Buildings & Structures

Per Common Council approval at its October 5, 1993 meeting, I hereby certify the availability of \$7,500.00 to be transferred from the Contingency fund to the Maintain Buildings & Structures account in the Public Buildings Maintenance budget, Account #02-03-116-031000. This \$7,500 is the City's match to the Board of Education's share for the School Based Health grant.

| | |
|------------------------|-----------------|
| Balance of Contingency | \$1,003,690.75 |
| Less pending request | 68,000.00 |
| Less this request | <u>7,500.00</u> |
| Balance | \$ 928,190.75 |



Dominic A. Setaro, Jr.

DAS/jg



14

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

September 27, 1993

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

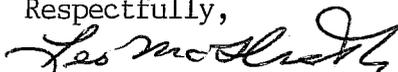
Mayor Eriquez and Members of the Common Council:

The Department of Elderly Services is the recipient of the following donations to be used towards the printing of the monthly newsletter, Seniority.

| | |
|----------------|--------------|
| Agnes Spina | 4.00 |
| James Camarata | 4.00 |
| Anonymous | 25.00 |
| Total: | <u>33.00</u> |

Please approve these donations and transfer them into the line item for Printing - 02-05-167-022000.

Respectfully,


Leo McIlrath



CITY OF DANBURY
DANBURY, CONNECTICUT 06810



DEPARTMENT OF POLICE
120 MAIN STREET

NELSON F. MACEDO, CHIEF
(203) 797-4614

September 21, 1993

MEMO

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

From: Chief Nelson F. Macedo

Subject: Donations

Authorization is requested to accept the following donations:

John Novella, Novella's Junk Yard - windshield and four hubcaps for D.A.R.E. vehicle

Service Merchandise - ammunition

Union Carbide - file cabinets (request to remain anonymous)

Nelson F. Macedo
Chief of Police

NFM:ks



CITY OF DANBURY

DANBURY, CONNECTICUT 06810

HEALTH AND HOUSING DEPARTMENT
20 WEST STREET

(203) 797-4625

September 14, 1993

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

Dear Mayor Eriquez and Common Council Members:

The law firm of Secor, Cassidy and McPartland donated a cabinet along with the copier described in my letter of September 1, 1993. The cabinet, which serves as a stand and storage area for the copier, is a useful addition to their original donation.

The department would like to accept this offer. If this request is approved, it will save the department the expense of obtaining a stand for the copier.

Thank you for your consideration of this matter.

Sincerely,

William Campbell
Director of Health



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

September 24, 1993

Mayor Gene F. Eriquez and
Members of the Common Council
City Hall - 155 Deer Hill Avenue
Danbury, CT 06810

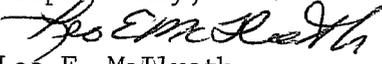
Mayor Eriquez and Members of the Common Council:

The Department of Elderly Services is the recipient of a donation from the Perkin-Elmer Employees "Good Neighbor" Fund.

The \$500.00 gift is to be used for the salary line item of the Interweave Adult Day Care Center.

We would ask that the Common Council accept this donation and transfer the same into the Contributions & Grants line item 02-05-167-072800 to be transferred into the Salary line item for Interweave in the 1994 Calendar Year. Interweave's new grant period begins in January, 1994.

Respectfully,


Leo E. McIlrath



The Volunteer Bureau of Greater Danbury

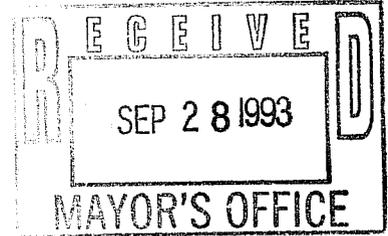


United Way

337 Main Street • Danbury, Connecticut 06810 • (203) 797-1154

of Northern
Fairfield County

September 27, 1993



Mayor Gene Enriquez
Danbury City Hall
Deer Hill Avenue
Danbury, Ct. 06810

Dear Mayor Enriquez:

We are requesting permission from the Common Council to approach the Meserve Foundation and the Fairfield County Foundation for funds to support the second annual Youth Leadership Conference.

It may be that we will be alerted to other foundations during the year to which we may apply for assistance and would like to have the Council's permission to proceed with requests as available.

Sincerely,

Bobbi Feinson - Marilyn Kautto

Bobbi Feinson & Marilyn Kautto
Danbury Youth Commission
Co-Chair



September 27, 1993

The Honorable Gene F. Eriquez, Mayor
City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut 06810

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

Gentlemen:

On behalf of the Tarrywile Park Authority I would like to request supplemental funds be granted to the Authority this fiscal year in order to permit it to complete a capital improvement project which will rennovate the farmhouse located at the entrance to the farm area of the park off Southern Boulevard.

The rennovation of this facility has been a longstanding priority project of the Authority. Upon completion, not only would it supply additional rental income to the Authority, which income would permit the Authority to complete other improvements and to expand park programs, but the occupancy of this structure would also provide needed security to this portion of the park especially during the hours the park is closed. Over the past few years the physical facilities in this area of the park have been subjected to vandalism. A permanent presence at this entrance of the park would do much to control illegal entry and inappropriate acitivities.

The Tarrywile Park Authority was fortunate to receive a few years ago a state grant in the amount of \$100,000.00. These funds were designated for certain specified improvements. The Authority has expended certain funds to date for the installation of storm and screen windows in the mansion which was needed to properly provide protection against inclement weather and insects and is doing much to reduce our fuel oil bills in the winter months. In addition, we completely rennovated the gatehouse located at the main entrance to the park, and this project is now providing rental income to the Authority. After all of these expenses have been paid there is a current balance remaining in this grant of approximately \$47,000.00. Recently we had prepared a bid package for the complete rennovation of the farm building. Two bids were received, the lowest of which is approximately \$75,000.00. We are therefore short approximately \$28,000.00 to complete this project. This is the amount of funds requested.

The Honorable Gene F. Eriquez, Mayor
Common Council, City of Danbury
September 27, 1993
Page Two

It is strongly felt that these funds should be considered as a true investment in the operation and development of Tarrywile Park. Not only would it immediately permit us to make use of this facility now but, as stated above, the income generated would be available to be used for future park activities and improvements. The Authority has considered the possibility of only doing as much work as current funding permits but because of our experience with vandalism, it is felt that any such partial improvements would be destroyed and the money spent would therefore be wasted.

As always, representatives of the Tarrywile Park Authority would be available to provide any additional information or documentation that would be required to enable you to make an appropriate decision as well as providing specific tours of the area if so desired so that you may obtain a firsthand view of what is being requested.

Yours very truly,

TARRYWILE PARK AUTHORITY


Gerald J. Daly, Chairman

GJD/kcc



CITY OF DANBURY
DANBURY, CONNECTICUT 06810

FIRE DEPARTMENT
19 NEW STREET

ANTONIO L. LAGARTO, CHIEF
(203) 796-1550

September 23, 1993

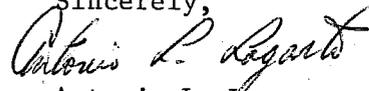
To: Mayor Gene F. Eriquez and Members of the Common Council
From: Antonio L. Lagarto, Fire Chief
Subject: Special Services Account #011011

I am requesting that \$ 20,000.00 be added to the Special Services Account #011011.

This account started out with \$ 25,000.00 on July 1, 1993 and on 9/20/93, had a balance of \$ 4,609.70 and we have about \$ 4,175.00, as of 9/20/93, to charge against this balance. This leaves us with an estimated \$ 434.70 in this account. We have been averaging approximately \$ 2,300.00 a week for Fire Watch, most of which is for the Danbury Fair Mall. I feel that based on what we have been told, we should continue at this average for a few months more. I think my request will carry us until at least the end of December, at which time I will have a better idea how much more we may need to complete the year.

This account is a wash item because all Fire Watch is billed to the party requiring the Fire Watch.

Thank you for your consideration of this request.

Sincerely,

Antonio L. Lagarto
Fire Chief

ALL: mw

c:D. Setaro, Director of Finance

22 Sleepy Hollow Drive
Danbury, Connecticut 06810

September 27, 1993

Mr. Joseph DaSilva, President
Danbury Common Council
Danbury City Hall
155 Deer Hill Avenue
Danbury, Connecticut 06810

Dear Joe:

Pursuant to our telephone conversation of last week, my neighbors and I are asking that the Common Council investigate the definition of a sidewalk as described in the ordinance, 19-36. The definition is much too broad and must be clarified.

As you know, everyone was very surprised when they received tickets for parking on the sidewalk. The "sidewalk" is a piece of property across from each of our homes that we have been parking on for thirty (30) years. Each neighbor clears their own space to create a parking space. It is quite noticeable which people park there because the land is overgrown with brush and weeds where the space is not used for parking.

Two weeks ago the residents started to get parking tickets for parking on the sidewalk. None of us have ever considered this piece of land to be a sidewalk.

We would appreciate being notified if any meetings or public discussion take place so that we can give our input. If you just notify me I can let the rest of my neighbors know.

This definition does not just affect Sleepy Hollow Drive, I am sure there must be similar situations throughout the city.

My thanks for your courtesy and cooperation.

Very truly yours,
Barbara Baker
Barbara Baker

cc: Mayor Gene Eriquez

September 24, 1993

The Honorable Gene F. Eriquez
Mayor, City of Danbury

Dear Mayor Eriquez:

To further bolster your initiatives in establishing Water Supply Protection Districts, I respectfully request you appoint an ad hoc committee for the following purpose:

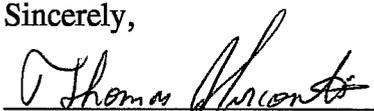
To work with the administration to create a fund, derived from water fund revenues, which can be used to help offset the additional cost to homeowners affected by the newly established ordinance regarding "Underground or Outdoor Storage of Fuel Oil or Chemicals", numbered Sections 9-80 through 9-83.

Reason: This ordinance places the burden of compliance on a limited number of residents - specifically those living in designated watershed areas. These residents are now required to take extraordinary safeguards in the storage of home heating fuel in order to protect the public water supply. These safeguards carry significant additional expense which other residents are not subjected to. Most often the affected residents do not use public water in their homes. While this ordinance offers these residents protection from potential liability if their property should cause contamination to a public resource, it also serves a greater good, benefiting all citizens in Danbury. Therefore it seems appropriate that those who receive the benefits of public water should also share in the costs of protecting that commodity.

This committee should explore how to set up and operate a fund, derived from the water fund revenues, for the sole purpose of mitigating the financial impact of this ordinance on specific homeowners. Affected residents could apply for a "grant" from this fund to help alleviate the costs of complying with the ordinance. The amount of any individual "grant" would be limited to only a portion of the extraordinary expense incurred because of the newly created ordinance. Appropriate safeguards and procedures will need to be built in to ensure fair and equitable treatment for all parties involved. This fund would only be accessible to homeowners affected by Sections 9-80 through 9-83 of the City Code of Ordinances.

Thank you for your consideration of this matter.

Sincerely,



Thomas J. Arconti
Councilman, Ward 3



23

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

OFFICE OF THE CORPORATION COUNSEL

October 5, 1993

PLEASE REPLY TO:

DANBURY, CT 06810

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

Re: Amendment to lease between the City of Danbury and the
First Congregational Church/Dated September 11, 1992

Dear Mayor and Council Members:

Attached for your review and consideration is a copy of a proposed amendment to the lease which now permits the City to utilize part of the Church facility for the "Alternative Education" program.

While the original lease did provide a renewal option for an additional two months' use through September and October of this year, there is a need to extend the term for several additional months. Although the work on the Alternative Center for Education is well under way, it will require additional time to complete. The amendment as proposed extends the term through June 30, 1994, with an option to terminate earlier upon thirty (30) days' notice.

The proposed amendment has been reviewed and approved by the Church. Your timely approval of this document at this month's meeting will preserve the continuity of the utilization of this facility.

Very truly yours,

Laszlo L. Pinter
Assistant Corporation Counsel

attachment

23

This

AMENDMENT TO LEASE DATED SEPTEMBER 11, 1992

Made by and between the FIRST CONGREGATIONAL CHURCH AND ECCLESIASTICAL SOCIETY, UNITED CHURCH OF CHRIST located at 164 Deer Hill Avenue, Danbury, Connecticut 06810, and acting herein by Annie E. Orr, its Co-Chairperson, hereinafter designated as the

Lessor, and the CITY OF DANBURY, a municipal corporation, located in Fairfield County and organized and existing under and by virtue of the laws of the State of Connecticut, acting herein by its Mayor, Gene F. Enriquez, and hereinafter designated as the

Lessee, WITNESSETH: That the Lessor has leased, and does hereby lease to the said Lessee certain areas of the said Church, consisting of a gymnasium and kitchen area, four rooms located on the third floor and two rooms located on the second floor, all as more particularly shown and designated on Schedule A which is attached hereto and made a part hereof.

Said areas shall be used for classrooms and instructional purposes only, by the Danbury Alternative Center for Education in accordance with such further restriction(s) as are identified and set forth herein.

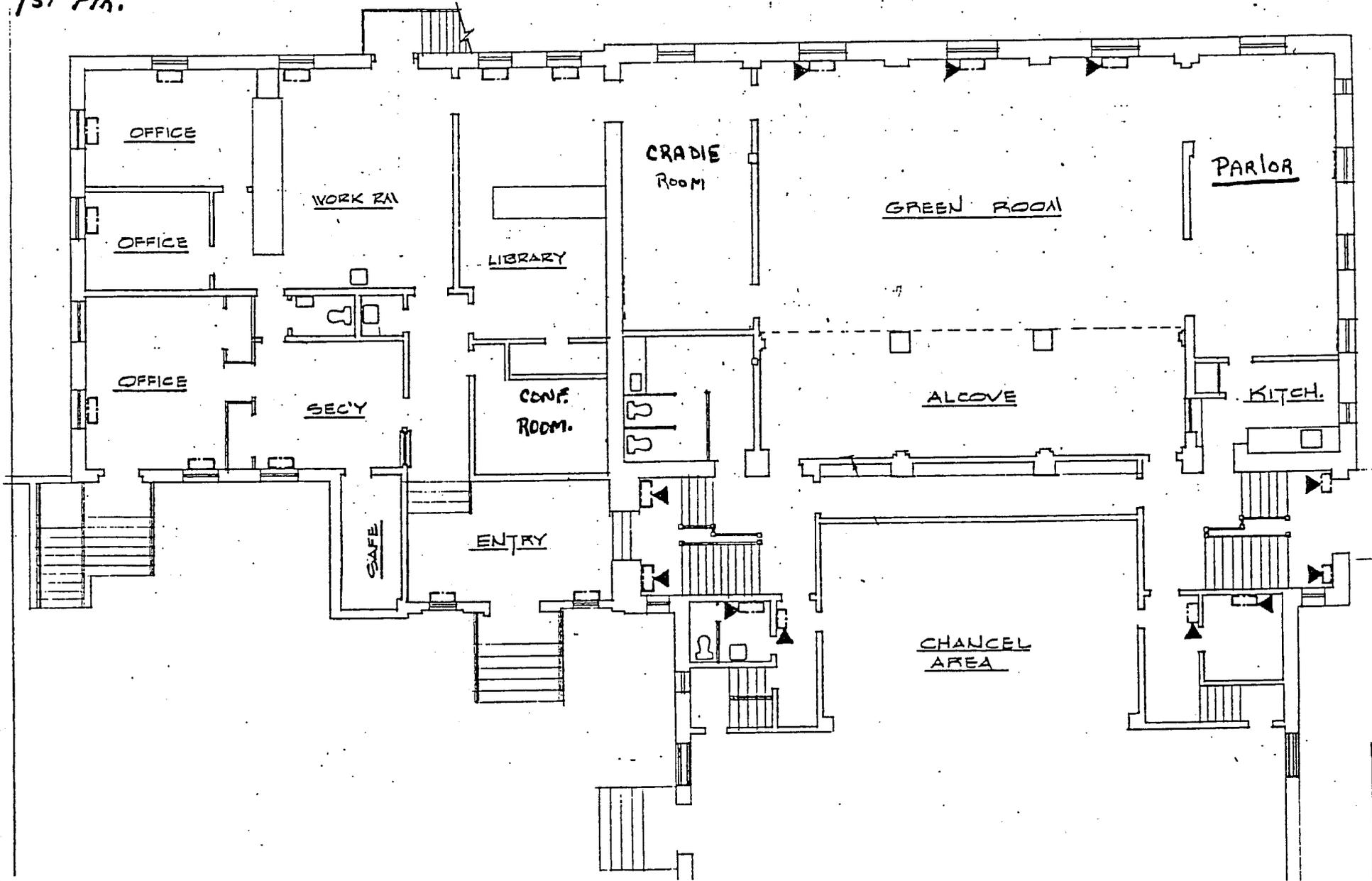
The parties hereto are desirous of extending the term of the prior, referenced agreement beyond the option period of September and October, 1993 and through June 30, 1994. During said additional period, LESSEE shall occupy the premises upon the same terms and conditions as are provided in the prior Lease Agreement with the exception that the LESSEE reserves the right to terminate the Lease upon thirty (30) days' prior notice to LESSOR, and in accordance with the specifications relating to rent as indicated below.

The term shall be eight (8) months from the first day of November A.D., 1993, for the period rent of Sixteen Thousand (\$16,000.00) Dollars, payable in eight (8) equal payments of Two Thousand (\$2,000.00) Dollars, each, to wit: on the first day of each month, provided that the first such payment shall be due and payable on or before the 10th day of November, 1993.

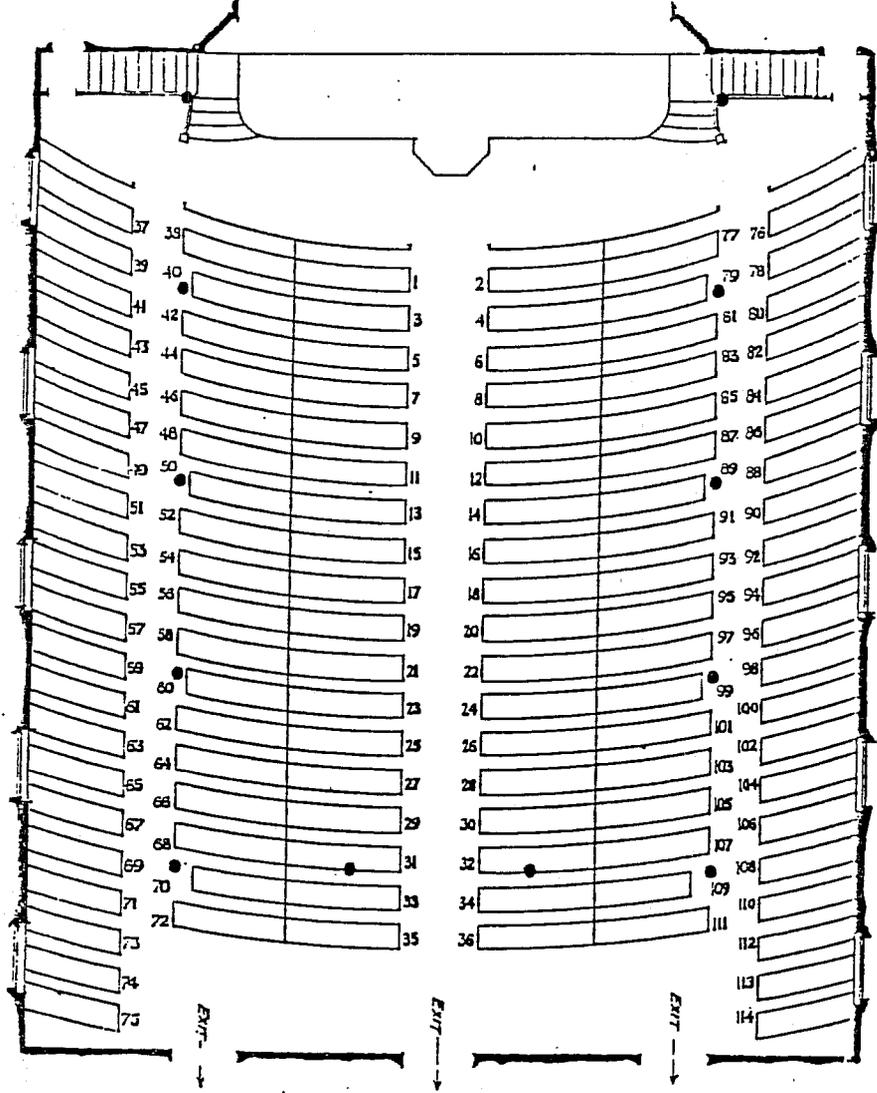
And the said Lessor covenants with the said Lessee that it has good right to lease said premises in manner aforesaid, and that it will suffer and permit said Lessee (it keeping all the covenants on its part, as hereinafter contained) to occupy, possess and enjoy said premises during the term aforesaid, without hindrance or molestation from it or any person claiming by, from or under it.

And the said Lessee covenants with the said Lessor to hire said premises and to pay the rent therefor as aforesaid, that it will commit no waste, nor suffer the same to be committed thereon, nor injure nor misuse the same; and also that it will not assign this lease nor underlet a part or the whole of said leased premises, nor make alterations therein, nor use the same for any purpose but that hereinbefore authorized, without written permission from said Lessor but will deliver up the same at the expiration or sooner determination of its tenancy in as good condition as they are now in, ordinary wear, fire and other unavoidable casualties excepted.

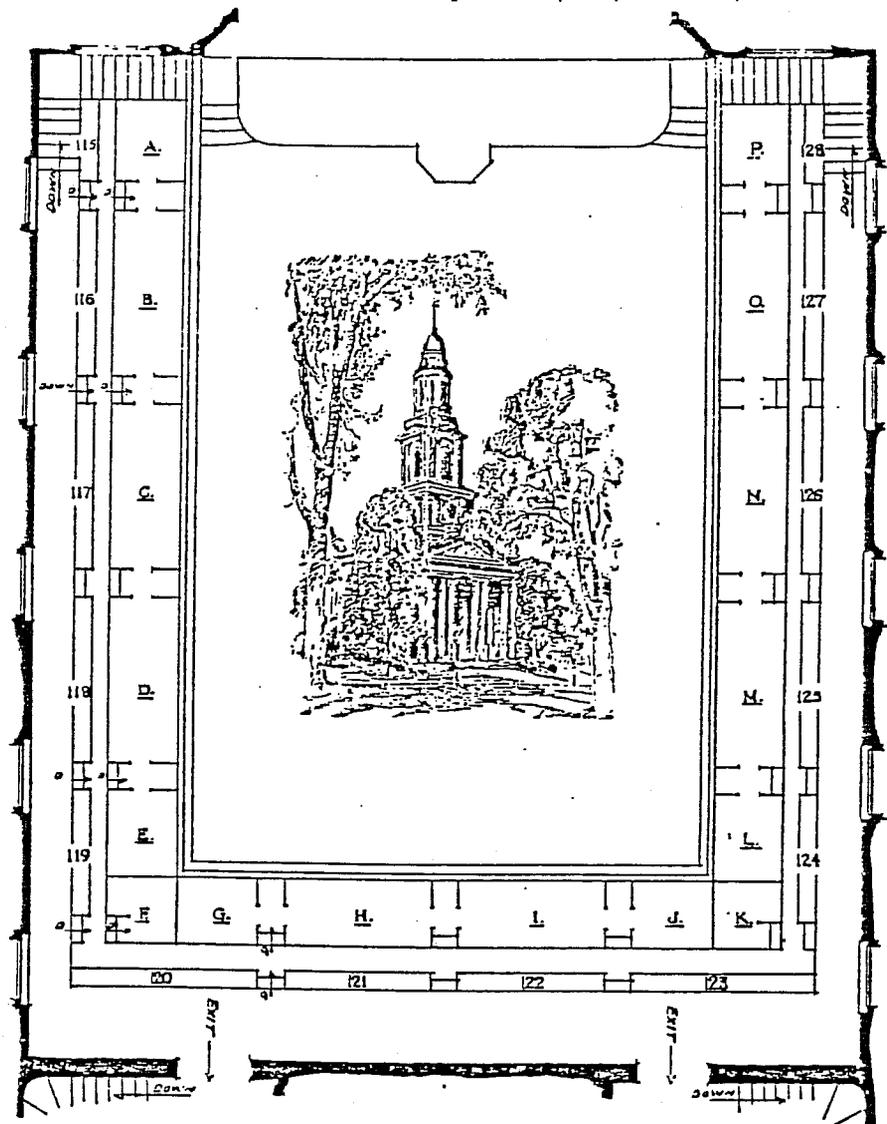
1ST FIR.



SCHEDULE A



• GROUND FLOOR PLAN •



• GALLERY FLOOR PLAN •

GROUND FLOOR. YEARLY RENT.

| | |
|---|---------|
| Pew #17 and 76 | \$15.00 |
| Pew #39, 38, 67, 69, 71, 73, 74, 75, 77, 78, 106, 108, 110, 112, 113, 114 | 18.00 |
| Pew #40 and 79, 1 and 2 | 20.40 |
| Pew #41, 43, 45, 80, 82 and 84 | 24.00 |
| Pew #42, 3, 4 and 81 | 33.00 |
| Pew #44, 47, 83, 86, 83, 65, 68, 31, 32, 107, 102, 104, 5, 6 | 36.00 |
| Pew #46 and 85 | 40.00 |

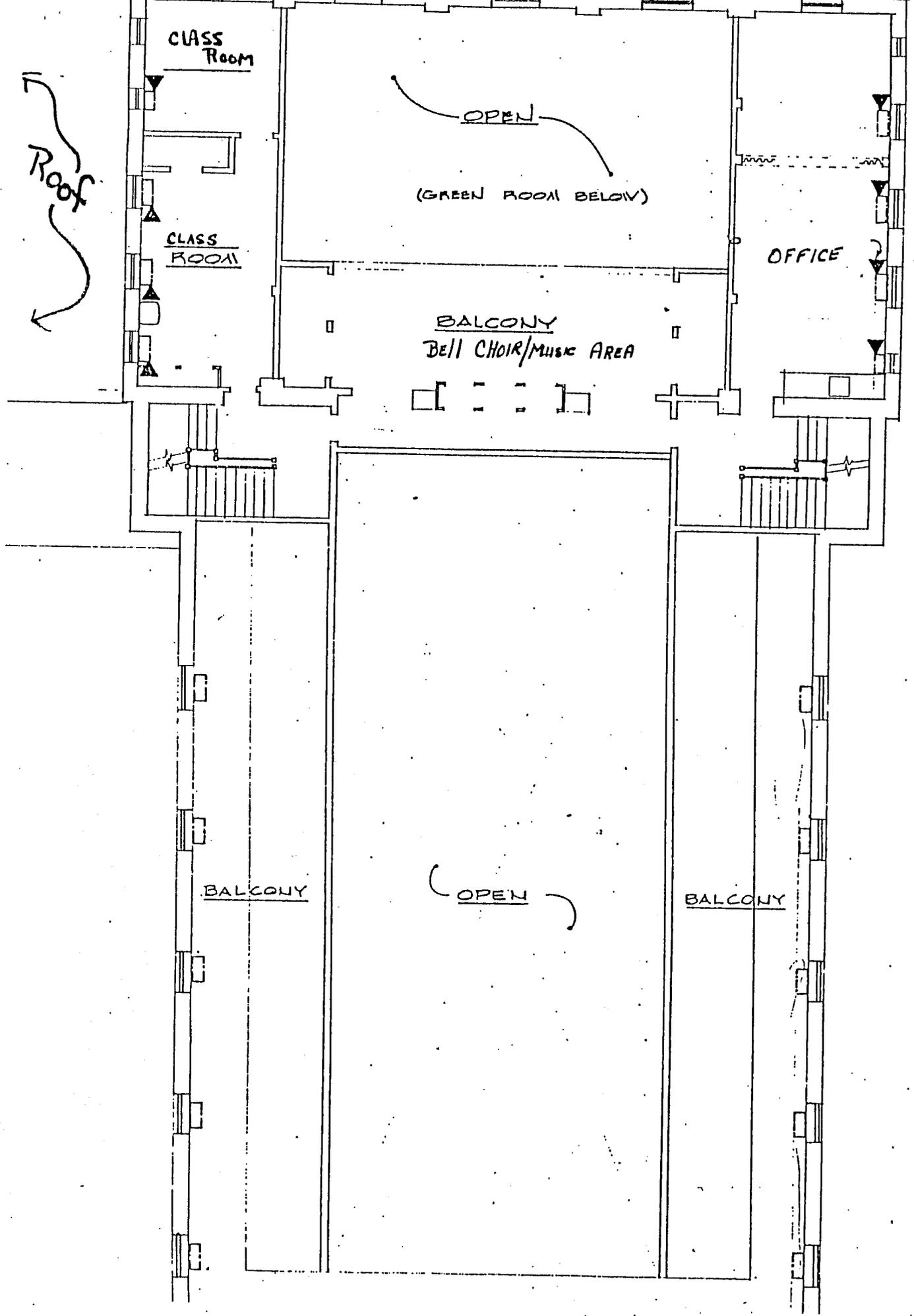
| | |
|--|-------|
| Pew #7 and 8 | 44.40 |
| Pew #49, 51, 53, 55, 57, 59, 61, 88, 90, 92, 94, 96, 98, 100, 70, 72, 33, 35, 34, 36, 109, 111 | 48.00 |
| Pew #48, 50, 52, 54, 56, 58, 60, 62, 64, 66, 87, 89, 91, 93, 95, 97, 99, 101, 103, 105 | 55.00 |
| Pew #9 and 10 | 60.00 |
| Pew #11, 13, 15, 17, 19, 21, 23, 25, 27, 29, 12, 14, 16, 18, 20, 22, 24, 26, 28, 30 | 96.00 |

GALLERY—Yearly Rent. (No change from previous years.)

| | | | | | |
|---|--------|------|---------|------|---------|
| A | \$8.40 | K | \$22.20 | #119 | \$18.60 |
| B | 24.00 | L | 22.20 | 120 | 12.00 |
| C | 37.20 | M | 44.40 | 120½ | 7.20 |
| D | 44.40 | N | 37.20 | 121 | 12.00 |
| E | 22.20 | O | 24.00 | 122 | 12.00 |
| F | 22.20 | P | 8.40 | 123 | 12.00 |
| G | 28.20 | #115 | 3.00 | 123½ | 7.20 |
| H | 64.20 | 116 | 7.80 | 124 | 6.60 |
| I | 64.20 | 117 | 7.80 | 125 | 7.80 |
| J | 28.20 | 118 | 7.80 | 126 | 7.80 |
| | | | | 127 | 3.00 |

Monthly collection envelopes will be distributed to all who wish them, and it is earnestly desired that they be used either for one or any number of months in advance.

NOTE—The pillars in the side aisle have been moved forward one pew and are now in the end of Pews 31, 32, 38, 38, 58, 68, 77, 87, 97 and 107.



CLASS ROOM

OPEN

(GREEN ROOM BELOW)

CLASS ROOM

OFFICE

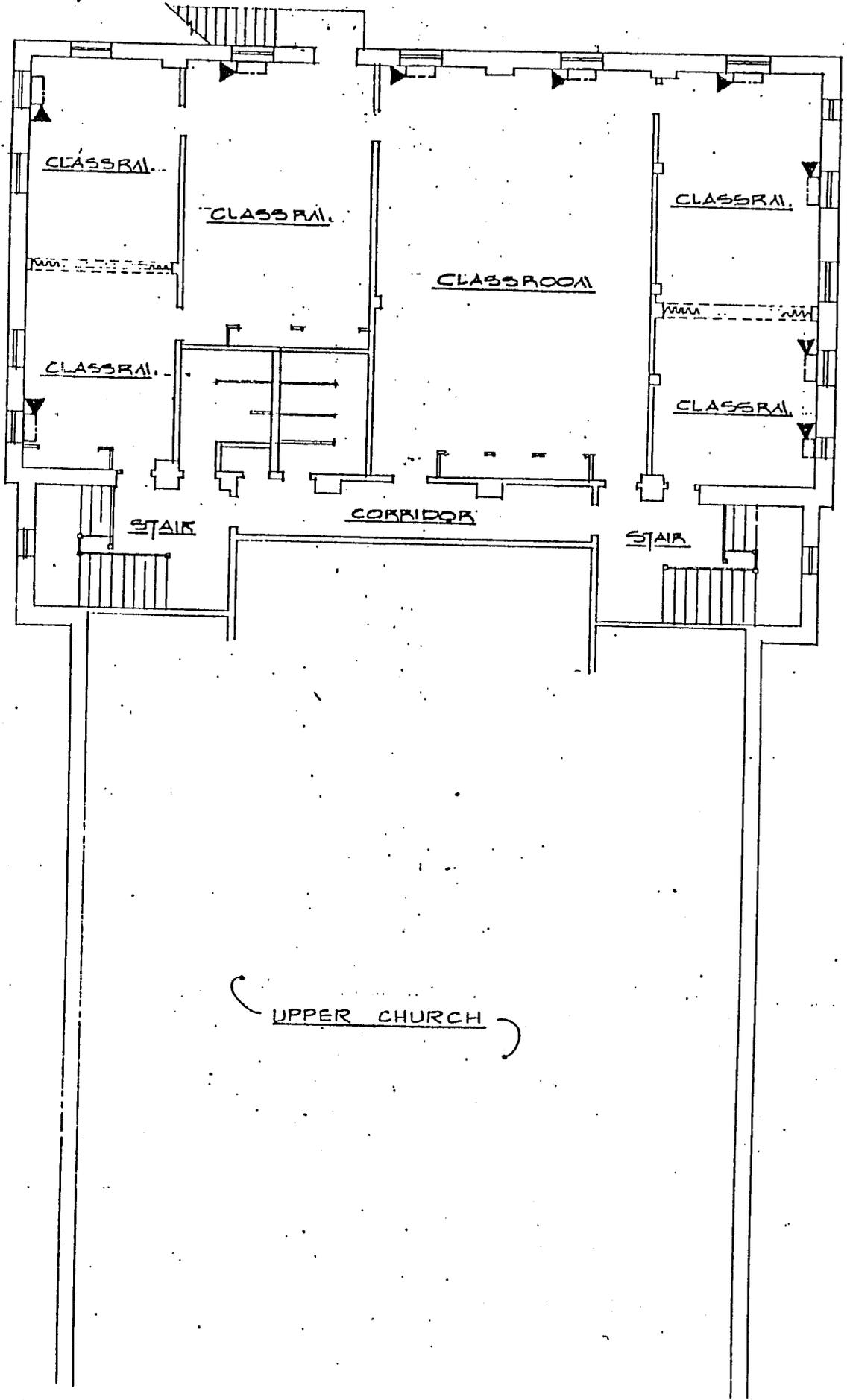
BALCONY
BELL CHOIR/MUSIC AREA

BALCONY

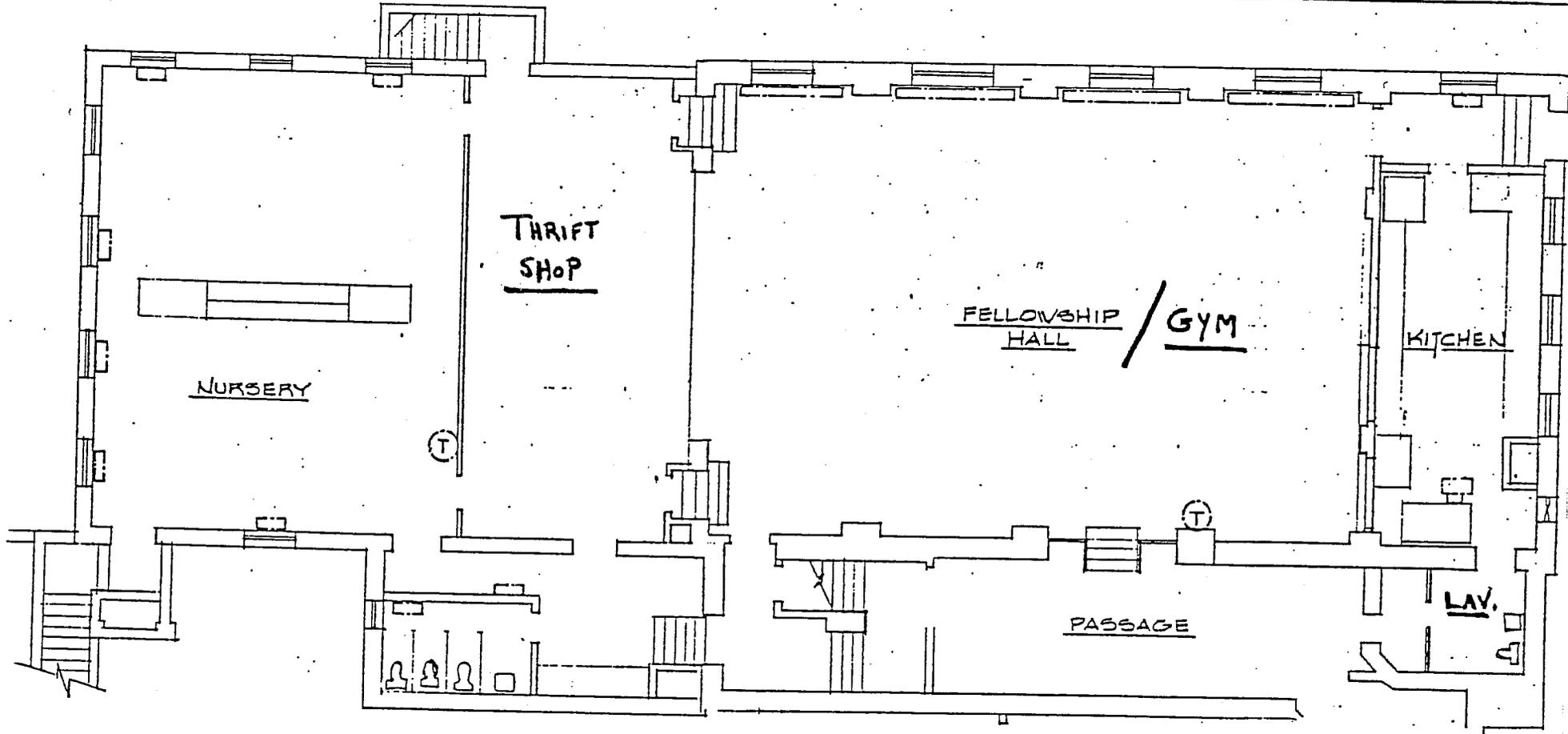
OPEN

BALCONY

Roof



LOWER LEVEL



This

AMENDMENT TO LEASE DATED SEPTEMBER 11, 1992

Made by and between the FIRST CONGREGATIONAL CHURCH AND ECCLESIASTICAL SOCIETY, UNITED CHURCH OF CHRIST located at 164 Deer Hill Avenue, Danbury, Connecticut 06810, and acting herein by Annie E. Orr, its Co-Chairperson, hereinafter designated as the

Lessor, and the CITY OF DANBURY, a municipal corporation, located in Fairfield County and organized and existing under and by virtue of the laws of the State of Connecticut, acting herein by its Mayor, Gene F. Eriquez, and hereinafter designated as the

Lessee, WITNESSETH: That the Lessor has leased, and does hereby lease to the said Lessee certain areas of the said Church, consisting of a gymnasium and kitchen area, four rooms located on the third floor and two rooms located on the second floor, all as more particularly shown and designated on Schedule A which is attached hereto and made a part hereof.

Said areas shall be used for classrooms and instructional purposes only, by the Danbury Alternative Center for Education in accordance with such further restriction(s) as are identified and set forth herein.

The parties hereto are desirous of extending the term of the prior, referenced agreement beyond the option period of October and November, 1993 and through June 30, 1994. During said additional period, LESSEE shall occupy the premises upon the same terms and conditions as are provided in the prior Lease Agreement with the exception that the LESSEE reserves the right to terminate the Lease upon thirty (30) days' prior notice to LESSOR, and in accordance with the specifications relating to rent as indicated below.

The term shall be eight (8) months from the first day of November A.D., 1993, for the period rent of Sixteen Thousand (\$16,000.00) Dollars, payable in eight (8) equal payments of Two Thousand (\$2,000.00) Dollars, each, to wit: on the first day of each month, provided that the first such payment shall be due and payable on or before the 10th day of November, 1993.

And the said Lessor covenants with the said Lessee that it has good right to lease said premises in manner aforesaid, and that it will suffer and permit said Lessee (it keeping all the covenants on its part, as hereinafter contained) to occupy, possess and enjoy said premises during the term aforesaid, without hindrance or molestation from it or any person claiming by, from or under it.

And the said Lessee covenants with the said Lessor to hire said premises and to pay the rent therefor as aforesaid, that it will commit no waste, nor suffer the same to be committed thereon, nor injure nor misuse the same; and also that it will not assign this lease nor underlet a part or the whole of said leased premises, nor make alterations therein, nor use the same for any purpose but that hereinbefore authorized, without written permission from said Lessor but will deliver up the same at the expiration or sooner determination of its tenancy in as good condition as they are now in, ordinary wear, fire and other unavoidable casualties excepted.

Provided, however, and it is further agreed that if the said rent shall remain unpaid ten (10) days after the same shall become payable as aforesaid, or if the said Lessee shall assign this Lease, or underlet or otherwise dispose of the whole or any part of said demised premises, or use the same for any purpose but that hereinbefore authorized or make any alteration therein without the consent of the Lessor in writing, or shall commit waste or suffer the same to be committed on said premises, or injure or misuse the same, then this Lease shall thereupon, by virtue of this express stipulation therein expire and terminate, and the Lessor may, at any time thereafter, re-enter said premises, and the same have and possess as of its former estate, and without such re-entry, may recover possession thereof in the manner prescribed by the 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 is hereby expressly waived by the said Lessee.

And it is further agreed between the parties hereto, that whenever this Lease shall terminate either by lapse of time or by virtue of any of the express stipulations therein, the said Lessee hereby waives all right to any notice to quit possession, as prescribed by the statute relating to summary process.

And it is further agreed that in case the said Lessee shall, with the written consent of the said Lessor endorsed hereon, or on the duplicate hereof, at any time hold over the said premises, beyond the period above specified as the termination of this Lease, then the said Lessee shall hold said premises upon the same terms, and under the same stipulations and agreements as are in this Instrument contained, and no holding over by said Lessee shall operate to renew this Lease without such written consent of said Lessor

And it is further agreed between the parties hereto, that the Lessee agrees to comply with, and to conform to all the Laws of the State of Connecticut, and the by-laws, rules and regulations of the City and Town within which the premises hereby leased are situated, relating to Health, Nuisance, Fire, Highways and Sidewalks, so far as the premises hereby leased are, or may be concerned; and to save the Lessor harmless from all fines, penalties and costs for violation of or non-compliance with the same, and that said premises shall be at all times open to the inspection of said Lessor or its agents, to applicants for purchase or lease, and for necessary repairs.

~~**And it is further agreed** that the said Lessor to pay the water rates or rent for all water used and consumed on said leased premises during the term aforesaid, in addition to the rent hereinbefore provided for.~~

And it is further agreed between the parties to these presents, that in case the building or buildings erected on the premises hereby leased shall be partially damaged by fire or otherwise, the same shall be repaired as speedily as possible at the expense of the said Lessor; that in case the damage shall be so extensive as to render the building or demised premises untenable, the rent shall cease until such time as the building shall be put in complete repair; but in the case of the total destruction of the premises, by fire or otherwise, the rent shall be paid up to the time of such destruction and then and from thenceforth this Lease shall cease and come to an end.

If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding and Lessee shall have no claim against Lessor for the value of any unexpired term of said lease.

And Lessee further covenants and agrees that no accumulation of boxes, barrels, packages, waste paper, or other articles shall be permitted in or upon the premises.

And the Lessee covenants that in the event the Lessor is required to employ an attorney in order to enforce a provision of this lease, the Lessee shall pay a reasonable attorney's fee.

AND THE LESSEE further covenants to permit neither smoking within the leased premises nor the use of the leased premises for cooking.

AND THE LESSEE agrees that it shall maintain a policy of general liability insurance covering losses arising from property damage or bodily injury, with limits of not less than \$1,000,000.00 (combined, each occurrence) and naming the LESSOR as an additional insured thereon. A certificate of insurance describing said coverage shall be provided to the LESSOR at the commencement of the lease term.

IT IS FURTHER AGREED THAT THE LESSOR shall maintain such property insurance as it deems sufficient to protect its interests in this property, which interests shall include any and all use of the leased property by LESSOR at such times when not in use by LESSEE as set forth as follows:

It is understood by the LESSEE that the space hereinbefore mentioned may be used by the LESSOR when not in use by the LESSEE. A schedule of specific uses by the LESSOR is set forth herein.

| | | |
|-----------|---|---|
| Sunday | 9:00 a.m. - 12:00 noon 4:00 p.m. - 9:00 p.m. | Church School Sundae Sundays Program |
| Monday | 7:00 p.m. - 9:30 p.m. | 12-Step Group |
| Tuesday | 7:00 p.m. - 9:00 p.m. 5:00 p.m. - 8:00 p.m. 7:00 p.m. - 9:00 p.m. | Boy Scouts NOVA Recovery Group Self-Esteem Recovery Group |
| Wednesday | 6:00 p.m. - 10.00 p.m. 7:30 p.m. - 9:30 p.m. | A.A. Parents Without Partners |
| Thursday | 7:00 p.m. - 9:30 p.m. | A.A. |
| Friday | 7:30 p.m. - 9:30 p.m. | A.C.O.A. |

Throughout the week evening hours - Literacy Volunteers, Hispanic Tutoring.

It is understood that the LESSEE will provide custodial services for the areas it uses.

The LESSOR and the LESSEE will agree on the times of entry and departure of the LESSEE.

In Witness Whereof, the parties hereto have hereunto set their hands and seals, and to a duplicate of the same tenor and date, this _____ day of _____ A. D. 1993.

Signed, Sealed and Delivered in presence of

_____ CITY OF DANBURY _____ LS

_____ By: _____ LS
Gene F. Eriquez, its Mayor

_____ FIRST CONGREGATIONAL CHURCH AND _____ LS
ECCLESIASTICAL SOCIETY, UNITED CHURCH
OF CHRIST

_____ By: _____ LS
Annie E. Orr, Co-Chairperson
Hereunto duly authorized

State of Connecticut, } ss. Danbury
County of FAIRFIELD

On this the _____ day of _____, 1993, before me,
the undersigned officer, personally appeared

whose name Annie E. Orr known to me (or satisfactorily proven) to be the person
subscribed to the within instrument and acknowledged that he executed the
same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

State of Connecticut, } ss. Danbury
County of FAIRFIELD

Title of Officer

On this the _____ day of _____, 1993, before me,
the undersigned officer, personally appeared

Gene F. Eriquez who acknowledged himself to be the Mayor
of the City of Danbury, a corporation, and that he as such Mayor,
being authorized so to do, executed the foregoing instrument for the purposes therein contained, by
signing the name of the corporation by himself as Mayor

In Witness Whereof, I hereunto set my hand and official seal.

Title of Officer

24

DOUGLAS A. WISE
7 Fairfield Court
Danbury, CT 06811
(203) 792-1294

September 29, 1993

Ms. Betty Crudginton, City Clerk
City of Danbury
City Hall
155 Deer Hill Avenue
Danbury, CT 06810

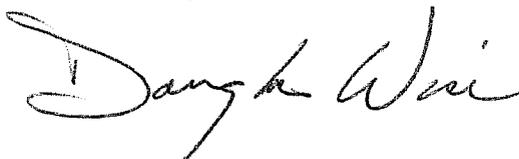
Re: City Acceptance of Fairmount Drive, Topfield Road West, and Fairfield Court

Dear Ms. Crudginton:

Enclosed are petitions signed by owners of 47 of the 56 properties abutting Fairmount Drive, Topfield Road West, and Fairfield Court asking for Common Council acceptance of those roads under the provisions of Ordinance 17-34. Please put this request on the agenda for consideration at the October Common Council Meeting.

Thank you for your help.

Sincerely,



Petition

The undersigned property owners hereby petition the Common Council of the City of Danbury for acceptance of Fairmount Drive, Topfield Road West, and Fairfield Court as public highways under the provisions of Section 17-34 of the Code of Ordinances of Danbury, Connecticut.

MICHAEL + RONNIE BORISKIN 26 FAIRMOUNT DRIVE - Lot # F1208
Property Owner(s) (Print) Address & Assessor Lot Number
Michael Boriskin - 9/21/93 Ronnie Boriskin 9/21/93
Signature & Date Signature & Date

Mark A. + Ilsa B. Lowe 21 Fairmount Drive - F12097
Property Owner(s) (Print) Address & Assessor Lot Number
Mark 9/26/93 Ilsa Lowe 9/26/93
Signature & Date Signature & Date

Anneliese Henawes 36 Fairmount Drive - F12092
Property Owner(s) (Print) Address & Assessor Lot Number
Anneliese Henawes 9/26/93
Signature & Date Signature & Date

ROBERT C DICKIE 32 FAIRMOUNT DR F12090
Property Owner(s) (Print) Address & Assessor Lot Number
Robert C Dickie 9/26/93 Doraine Dickie 9/26/93
Signature & Date Signature & Date

R.D. HIGGONS 28 FAIRMOUNT DR. F12088
Property Owner(s) (Print) Address & Assessor Lot Number
R.D. Higgons R.D. Higgons 9/26/93
Signature & Date Signature & Date

Mildred S Druyff 30 Fairmount Dr
Property Owner(s) (Print) Address & Assessor Lot Number
Mildred Druyff F12089
Signature & Date 9/26/93 Signature & Date

STEVEN + BEV GRAHAM 38 Fairmount Dr F12093
Property Owner(s) (Print) Address & Assessor Lot Number
Steven + Bev Graham 9/26/93 Beverly Graham 9/26/93
Signature & Date Signature & Date

Petition

The undersigned property owners hereby petition the Common Council of the City of Danbury for acceptance of Fairmount Drive, Topfield Road West, and Fairfield Court as public highways under the provisions of Section 17-34 of the Code of Ordinances of Danbury, Connecticut.

Mary Alice Heinz

Property Owner(s) (Print)

Mary Alice Heinz 9-26-93

Signature & Date

66 Fairmount Dr. G12008

Address & Assessor Lot Number

Signature & Date

ROBERT L. HEINZ

Property Owner(s) (Print)

Robert L. Heinz 9-26-93

Signature & Date

66 Fairmount Dr. G12008

Address & Assessor Lot Number

Signature & Date

ANNE + JIM CALLERY

Property Owner(s) (Print)

Anne Callery 9/26/93

Signature & Date

23 FAIRMOUNT DR. F12096

Address & Assessor Lot Number

Signature & Date

MICHELE COPPOLA
THOMAS A. COPPOLA

Property Owner(s) (Print)

Thomas A. Coppola 9/27/93

Signature & Date

25 FAIRMOUNT DR.

Address & Assessor Lot Number

Signature & Date

Property Owner(s) (Print)

Address & Assessor Lot Number

Signature & Date

Signature & Date

Property Owner(s) (Print)

Address & Assessor Lot Number

Signature & Date

Signature & Date

Property Owner(s) (Print)

Address & Assessor Lot Number

Signature & Date

Signature & Date

Petition

The undersigned property owners hereby petition the Common Council of the City of Danbury for acceptance of Fairmount Drive, Topfield Road West, and Fairfield Court as public highways under the provisions of Section 17-34 of the Code of Ordinances of Danbury, Connecticut.

DOUGLAS A. & MARIAN T. WISE 7 FAIRFIELD COURT F12043
Property Owner(s) (Print) Address & Assessor Lot Number
Douglas Wise 9/26/93 Marian Wise 9/26/93
Signature & Date Signature & Date

ROBERT D & CAROL A WEXLER 5 FAIRFIELD CT F12042
Property Owner(s) (Print) Address & Assessor Lot Number
Robert D Wexler 9/26/93 Carol A. Wexler 9/26/93
Signature & Date Signature & Date

JOHN + NANCY LUNT 3 Fairfield Ct. F12041
Property Owner(s) (Print) Address & Assessor Lot Number
[Signature] 9/26/93 Nancy Lunt 9/26/93
Signature & Date Signature & Date

ALFRED + PHOEBE HAASE 8 FAIRFIELD CT F12044
Property Owner(s) (Print) Address & Assessor Lot Number
[Signature] 9/26/93 Phoebe Haase 9/26/93
Signature & Date Signature & Date

Louise Liston 6 Fairfield Ct. F12046
Property Owner(s) (Print) Address & Assessor Lot Number
Louise E Liston 9/26/93
Signature & Date Signature & Date

RALPH + Mary Anderson 2 Fairfield Ct F12051
Property Owner(s) (Print) Address & Assessor Lot Number
Mary Anderson 9/26/93 Ralph Anderson 9/26/93
Signature & Date Signature & Date

Fred + Joan Karam 4 Fairfield Court F12047
Property Owner(s) (Print) Address & Assessor Lot Number
Joan Karam 9/27/93 Joan Karam
Signature & Date Signature & Date

Petition

The undersigned property owners hereby petition the Common Council of the City of Danbury for acceptance of Fairmount Drive, Topfield Road West, and Fairfield Court as public highways under the provisions of Section 17-34 of the Code of Ordinances of Danbury, Connecticut.

| | |
|---|--|
| <u>DENNIS E</u> <u>Wonne Wright</u> Property Owner(s) (Print) | <u>22 FAIRMOUNT DR F12085</u> Address & Assessor Lot Number |
| <u>Wonne Wright 9/26/93</u> Signature & Date | <u>Dennis E Wright 9-26-93</u> Signature & Date |

| | |
|------------------------------------|--|
| _____ Property Owner(s) (Print) | _____ Address & Assessor Lot Number |
| _____ Signature & Date | _____ Signature & Date |

| | |
|------------------------------------|--|
| _____ Property Owner(s) (Print) | _____ Address & Assessor Lot Number |
| _____ Signature & Date | _____ Signature & Date |

| | |
|------------------------------------|--|
| _____ Property Owner(s) (Print) | _____ Address & Assessor Lot Number |
| _____ Signature & Date | _____ Signature & Date |

| | |
|------------------------------------|--|
| _____ Property Owner(s) (Print) | _____ Address & Assessor Lot Number |
| _____ Signature & Date | _____ Signature & Date |

| | |
|------------------------------------|--|
| _____ Property Owner(s) (Print) | _____ Address & Assessor Lot Number |
| _____ Signature & Date | _____ Signature & Date |

| | |
|------------------------------------|--|
| _____ Property Owner(s) (Print) | _____ Address & Assessor Lot Number |
| _____ Signature & Date | _____ Signature & Date |

Petition

The undersigned property owners hereby petition the Common Council of the City of Danbury for acceptance of Fairmount Drive, Topfield Road West, and Fairfield Court as public highways under the provisions of Section 17-34 of the Code of Ordinances of Danbury, Connecticut.

107

Ronald C. & Donna M. Ged 28 Topfield Rd W. F12038
Property Owner(s) (Print) Address & Assessor Lot Number
Ronald C Ged 9/21/93 Donna M. Ged 9/21/93
Signature & Date Signature & Date

#2 Jill Z. & Harry George Kuhn 7 Filmore F12037
Property Owner(s) (Print) Address & Assessor Lot Number
Jill Z Kuhn 9/22/93
Signature & Date Harry George Kuhn
Signature & Date

Gregory Manor Swin Deb 31 Topfield Rd 31 TRW F12058
Property Owner(s) (Print) Address & Assessor Lot Number
Stephen Lamorel-TREAS. 9/22/93 Jude Melaney 9/22/93
Signature & Date Signature & Date

#2 Amy A Kuhl (see above #2) 7 Filmore F12037
Property Owner(s) (Print) Address & Assessor Lot Number
Harry Kuhn 9/22/93
Signature & Date Signature & Date

LaFerty Craig & Anita 25 Topfield Rd 25 TRW F12056
Property Owner(s) (Print) Address & Assessor Lot Number
[Signature] 9-22-93 Anita LaFerty 9-22-93
Signature & Date Signature & Date

Fitzgerald William & Maureen 21 Topfield Rd 21 TRW F12053
Property Owner(s) (Print) Address & Assessor Lot Number
William Fitzgerald 9/23/93 Maureen Fitzgerald 9/23/93
Signature & Date Signature & Date

Joanne and 24 Topfield Rd 24 TRW F12040
Property Owner(s) (Print) Address & Assessor Lot Number
Nicolo J. LaPorta 9-22-93 Joanne LaPorta 9-22-93
Signature & Date Signature & Date

Petition

The undersigned property owners hereby petition the Common Council of the City of Danbury for acceptance of Fairmount Drive, Topfield Road West, and Fairfield Court as public highways under the provisions of Section 17-34 of the Code of Ordinances of Danbury, Connecticut.

F12057

JAMES McAVOY
Property Owner(s) (Print)

27 TOPFIELD RD. W. LOT 27 TRW
Address & Assessor Lot Number

X James McAvoy 9/22/93
Signature & Date

X Jude J. McCarty 9/22/93
Signature & Date

F12049

X ALFREDO R. MERRITT
Property Owner(s) (Print)

10 Fairmont Dr 10 FD
Address & Assessor Lot Number

Alfredo R. Merritt 9/23/93
Signature & Date

Signature & Date

Property Owner(s) (Print)

Address & Assessor Lot Number

Signature & Date

Signature & Date

Property Owner(s) (Print)

Address & Assessor Lot Number

Signature & Date

Signature & Date

Property Owner(s) (Print)

Address & Assessor Lot Number

Signature & Date

Signature & Date

Property Owner(s) (Print)

Address & Assessor Lot Number

Signature & Date

Signature & Date

Property Owner(s) (Print)

Address & Assessor Lot Number

Signature & Date

Signature & Date

Petition

The undersigned property owners hereby petition the Common Council of the City of Danbury for acceptance of Fairmount Drive, Topfield Road West, and Fairfield Court as public highways under the provisions of Section 17-34 of the Code of Ordinances of Danbury, Connecticut.

John W. Nahley Nancy W. Nahley
Property Owner(s) (Print)

19 Topfield West. F12052
Address & Assessor Lot Number

John W. Nahley
Signature & Date 9/22/93

Nancy Nahley 9/22/93
Signature & Date

Gregory F. Hanson
Property Owner(s) (Print)

18 Topfield Rd F12050
Address & Assessor Lot Number

Gregory F. Hanson
Signature & Date

Lisa Hanson 9/23/93
Signature & Date

Greta Simone
Property Owner(s) (Print)

17 Fairmount Dr. F12101
Address & Assessor Lot Number

Greta Simone
Signature & Date 9-23-93

Signature & Date

Ronald J. Struck; Roberta E. Struck; F12103 15 Top Field Rd.
Property Owner(s) (Print) Address & Assessor Lot Number

Ronald J. Struck
Signature & Date

Roberta E. Struck
Signature & Date

David Isaacs, Robin Isaacs
Property Owner(s) (Print)

18 Fairmount Dr. F12054
Address & Assessor Lot Number

David Isaacs 9/23/93
Signature & Date

Robin Isaacs
Signature & Date

M. T. Shell Kroszynski

Yolanda + M. Kroszynski
Property Owner(s) (Print)

56 Fairmount Drive F12054
Address & Assessor Lot Number

Yolanda L. Kroszynski 9-24-93
Signature & Date

Mitchell Kroszynski
Signature & Date

Peter M. Jr. Nelsons
Property Owner(s) (Print)

29 Fairmount F12100
Address & Assessor Lot Number

Mary Jo C. Borden
Signature & Date 11/14/93

September 27 1993
Signature & Date

Petition

The undersigned property owners hereby petition the Common Council of the City of Danbury for acceptance of Fairmount Drive, Topfield Road West, and Fairfield Court as public highways under the provisions of Section 17-34 of the Code of Ordinances of Danbury, Connecticut.

LOUISE MARY BASHER
Property Owner(s) (Print)

12 FAIRMOUNT DR. # 12099
Address & Assessor Lot Number

Louise Basher
Signature & Date

Signature & Date

EURICO OLIVA & OLEA OLIVA

F 12098 27 FAIRMOUNT DR.

EURICO OLIVA OLEA OLIVA
Property Owner(s) (Print)
Signature & Date

Address & Assessor Lot Number

Signature & Date

Property Owner(s) (Print)

Address & Assessor Lot Number

Signature & Date

Signature & Date

Property Owner(s) (Print)

Address & Assessor Lot Number

Signature & Date

Signature & Date

Property Owner(s) (Print)

Address & Assessor Lot Number

Signature & Date

Signature & Date

Property Owner(s) (Print)

Address & Assessor Lot Number

Signature & Date

Signature & Date

Property Owner(s) (Print)

Address & Assessor Lot Number

Signature & Date

Signature & Date

Petition

The undersigned property owners hereby petition the Common Council of the City of Danbury for acceptance of Fairmount Drive, Topfield Road West, and Fairfield Court as public highways under the provisions of Section 17-34 of the Code of Ordinances of Danbury, Connecticut.

WILLIAM D. & DIANE D. WIRZ

Property Owner(s) (Print)

William Wirz 9/26/93

Signature & Date

42 FAIRMOUNT DR. G 12009

Address & Assessor Lot Number

Diane Wirz 9/26/93

Signature & Date

JOHN N. ASHKAR RUTH A. ASHKAR 15 FAIRMOUNT DR. G 13014

Property Owner(s) (Print)

J. N. Ashkar 9/26/93

Signature & Date

Address & Assessor Lot Number

Ruth Anne Ashkar 9/26/93

Signature & Date

JOHN N. & RUTH A. ASHKAR

Property Owner(s) (Print)

J. N. Ashkar 9/26/93

Signature & Date

31 FAIRMOUNT DR. G 13013

Address & Assessor Lot Number

Ruth Anne Ashkar 9/26/93

Signature & Date

ESTATE OF KAMIL SALAME

Property Owner(s) (Print)

Albert Salame Esq. 9/26/93

Signature & Date

50 FAIRMOUNT DR. G 13019

Address & Assessor Lot Number

Signature & Date

ESTATE OF KAMIL SALAME

Property Owner(s) (Print)

Albert Salame Esq. 9/26/93

Signature & Date

52 FAIRMOUNT DR. G 13020

Address & Assessor Lot Number

Signature & Date

Property Owner(s) (Print)

Address & Assessor Lot Number

Signature & Date

Signature & Date

Property Owner(s) (Print)

Address & Assessor Lot Number

Signature & Date

Signature & Date

Petition

The undersigned property owners hereby petition the Common Council of the City of Danbury for acceptance of Fairmount Drive, Topfield Road West, and Fairfield Court as public highways under the provisions of Section 17-34 of the Code of Ordinances of Danbury, Connecticut.

JOSEPH RAJANET M. CONCIATORE 15 GREGORY 673008
Property Owner(s) (Print) Address & Assessor Lot Number

Joseph Conciatore 9/26/93
Signature & Date

Janet Conciatore 9/26/93
Signature & Date

CHESTER WITHELD J. GARBOWSKA 54 FAIRMOUNT DR. 613021
Property Owner(s) (Print) Address & Assessor Lot Number

Chester W. Witheld 9/26/93
Signature & Date

Wileen J. Garbowski 9/26/93
Signature & Date

NORMAN & CAROL ROSENBLUM
Property Owner(s) (Print)

Norman Rosenblum 9/26/93
Signature & Date

37 FAIRMOUNT DR 613010
Address & Assessor Lot Number

Carol Rosenblum 9/26/93
Signature & Date

JAMES J. JOWDY JR.
Property Owner(s) (Print)

James J. Jowdy Jr. 9/26/93
Signature & Date

35 FAIRMOUNT DR. 613011
Address & Assessor Lot Number

Signature & Date

JAMES J. JOWDY JR.
Property Owner(s) (Print)

James J. Jowdy Jr. 9/26/93
Signature & Date

33 FAIRMOUNT DR. 613012
Address & Assessor Lot Number

Signature & Date

EUGENIO J. + FRANCES M. BUTERA
Property Owner(s) (Print)

Eugenio Butera 9/26/93
Signature & Date

48 FAIRMOUNT DR. 613018
Address & Assessor Lot Number

Frances M. Butera 9/26/93
Signature & Date

BEVERLY HUB
Property Owner(s) (Print)

Beverly Hub 9/26/93
Signature & Date

68 FAIRMOUNT DR. 613016
Address & Assessor Lot Number

Signature & Date

SUNSWEPT COMPANY
NEW FAIRFIELD SHOPPING CENTER
P.O. BOX 8036
NEW FAIRFIELD, CT 06812

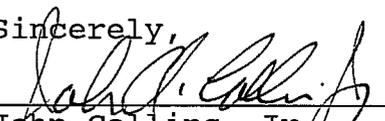
September 15, 1993

Common Council
City of Danbury
155 Deerhill Avenue
Danbury, CT 06810

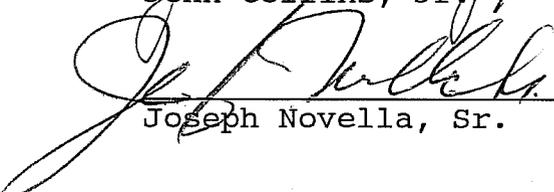
Dear Members of the Common Council:

We would request to be placed on your October 5th, 1993 agenda for the purpose of having the road system (Huntington Drive, Bridge Ridge Road & Wellington Court) in the Huntington Farms subdivision accepted by the City of Danbury as public roads.

Thank you for your cooperation in this matter.

Sincerely,


John Collins, Jr.



Joseph Novella, Sr.

JC/JN/gp

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
JOCELYN L. BIRNBAUM
SHARON F. BRADLEY
STUART M. KATZ
DANIEL F. WOLF
STEVEN L. ELBAUM

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) _____

September 29, 1993

Joseph DaSilva, Pres.
Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Re: Danbury Commons Associates Limited Partnership
Application for Extension of Sanitary Sewer

Dear Mr. DaSilva:

Enclosed please find an original and five (5) copies of an Application for Extension of Sewer/Water with regard to premises located in the former Lloyd Lumber Building on Sugar Hollow Road in Danbury. I also enclose six (6) copies of a supporting sketch plan showing the proposed extension of the sewer line.

Kindly place this matter on the agenda of the October 5th meeting of the Common Council for referral to committee.

Very truly yours,
Robin A. Kahn
Robin A. Kahn

RAK/dd

Enclosure
cc: Edward Wenke
Trevor Davis
Martin Bergue
Maurice Gawendo



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

OFFICE OF THE CORPORATION COUNSEL

PLEASE REPLY TO:

September 29, 1993

DANBURY, CT 06810

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

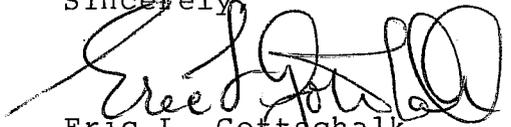
Re: Still River Corporate Park

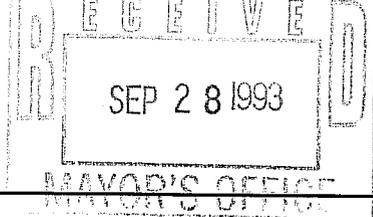
Dear Mayor and Council Members:

We have been approached by Ceruzzi Properties, the owner of the Still River Corporate Park, with a request that we amend our existing agreement. The essence of the proposal is to provide for an expansion of Eagle road to five lanes and to provide for the placement of appropriate on Federal Road.

Please establish a committee to review the substance of the agreement. We will be available, along with representatives from Ceruzzi Properties to answer any questions that the committee may have.

Sincerely,


Eric L. Gottschalk
Acting Corporation Counsel



September 23, 1993

Dear Mayor Eriquez and Honorable Council Members:

Danbury Public Library respectfully requests authorization to enter into a contract with Innovative Interfaces, Inc. for a new automated system for the library. This system will include and integrate all circulation and cataloging functions, provide an on-line public catalog for in-house as well as remote access, and include software for an on-line community information database.

The Library currently has limited automation services through Bibliomation, a library network serving approximately 40 libraries in Connecticut. Last year Bibliomation's membership voted to change to a new library system vendor effective July 1994. Bibliomation members had the option of joining Bibliomation's new system or leaving and acquiring their own on-site system. As of July 1994 our current system will be shut down and unless another system is up and running before that date, library operations will be **severely** curtailed.

The Danbury Library's Automation Committee, over a year ago, began to evaluate the system and the costs associated with remaining with Bibliomation for automated services and subsequently recommended to the Library Board of Directors that the library terminate its contract with Bibliomation as of June 30, 1994 and install an on-site system. Some reasons for this decision were: concern about the financial stability of Bibliomation, the desire to have more control over costs and services, the decline in the significance of the Bibliomation database and the selection of a system which would provide the most effective on-line catalog for Danbury library users.

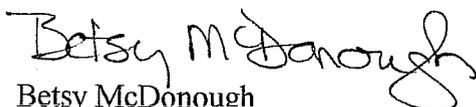
The Library's Automation Committee then evaluated three systems which are feasible for the size of our database and selected the system produced by Innovative Interfaces, Inc. It's pricing is competitive and it is by far the easiest system for the general public to use. It is currently operating in the Darien and Greenwich libraries and will be installed in the four State University libraries this year.

Innovative Interfaces has provided the City with three payment options. They include outright purchase (\$316,933) as well as both a 3 year and a 5 year lease/purchase. All call for the system to be installed in March 1994 with no payment due until July 1994.

Although no funding is needed until July 1994, a contract must be signed with the vendor far enough in advance so that months of preparatory work on our database can be completed prior to installation. Approximately 8 months of preparatory work needs to be done before the system can "go live" on July 1, 1994. We are working under an extremely tight time frame to make that July deadline.

Thank you for your consideration.

Sincerely,



Betsy McDonough
Director

September 23, 1993

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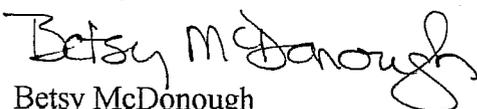
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Thank you for your consideration.

Sincerely,



Betsy McDonough
Director



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DEPARTMENT
OF FINANCE

September 29, 1993

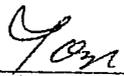
RISK MANAGER
(203) 797-4619

To: Dominic A. Setaro, Jr., Director of Finance
From: Thomas Fabiano, Risk Manager
Re: Uninsured Workers' Compensation

Due to the anticipated settlement of Robert F. Ehrhard's pending uninsured workers' compensation claim under the Heart and Hypertension Act, I request that a transfer in the amount of Sixty Eight Thousand Dollars (\$68,000.00) be made to account number 02-09-130-073600 (Workers' Compensation Claim - Uninsured).

The City Clerk has been asked to add this request to the October Council agenda.

Let me know if I should do anything further.



Thomas Fabiano, Jr.

cc: City Clerk



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DANBURY MUNICIPAL AIRPORT
P.O. BOX 2299
WIBLING ROAD

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

October 4, 1993

Mayor Gene F. Eriquez
City of Danbury
155 Deer Hill Ave.
Danbury, CT 06810

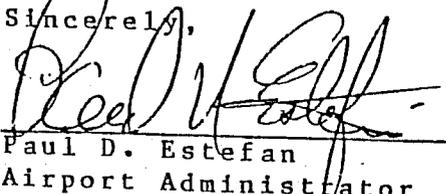
Dear Mayor Eriquez,

As I have previously discussed with you; the rotating beacon site that was put up in 1962 was found to be on the Gemza property in a survey that was done approximately four years ago.

Mr. Gemza is offering his 3 1/2 acre property for the price of \$45,000.00... I am unable to receive Federal dollars to acquire: as they have paid for an easement, in 1962, which was supposed to allow us to put up the tower, beacon and accessories on it.

I am requesting that you and the Common Council consider funding \$45,000. to acquire the site that currently has the airport beacon and public safety equipment located on it.

Sincerely,


Paul D. Estefan
Airport Administrator

cc: Common Council
Dominic Setaro, Dir. Finance
Attorney Pinter
file(disk 12/mayor6)

MADE TO MAP NO. 4638 OF THE DANBURY LAND RECORDS AND TO FIELD NOTES OF SURVEY MADE MAY 27, 1939 AND SUPPLIED BY THE STATE OF CONNECTICUT, STATE PARK AND FOREST COMMISSION.

A

PARCEL "A"
10.089 ACRES

PARCEL "B"
3.4210 ACRES

RICHARD BARRETT ET UX

CLAUDETTE M. FOGARTY

BRUNO SEMENTILLI ET UX

LEON E. BARDIN ET UX

JANICE G. McNAMARA

MARIO L. DiLORENZO ET UX

PETER PRIANO ET UX

RALPH SANDOLO ET UX

REFERENCE MADE TO MAP NO. 1472 OF THE DANBURY LAND RECORDS.

This does not constitute a Sub-Division or Re-Division under Section 9-14 of the Connecticut General Statutes.

Approved for filing by Planning Dept. on 3/15/88

Properties are those identified on deeds filed respectively in Volumes 427, Page 398 & Vol. 357, P. 50 in Danbury Town Clerk's Office.

SHEET 1 OF 2
MAP PREPARED FOR
TANCY JEAN GEMZA AND MARCIE ELYCE GEMZA
SHOWING LAND SITUATED ON
SPRUCE MOUNTAIN TRAIL
DANBURY, CONNECTICUT

SCALE 1" = 40' OCT. 13, 1988 REVISED 11/3/88

9036 A

RECORDED AND FILED
3:55
11/13/88



OCT 12 1993

GEMZA, DALY & O'CONNOR

ATTORNEYS AT LAW

UNIVERSITY PLACE

182 WHITE STREET

P.O. BOX 348

DANBURY, CONNECTICUT 06813-0348

GERALD J. DALY
NORMAN K. O'CONNOR

THEODORE A. GEMZA
OF COUNSEL

TELEPHONE
(203) 744-8334

FACSIMILE
(203) 791-1870

October 8, 1993

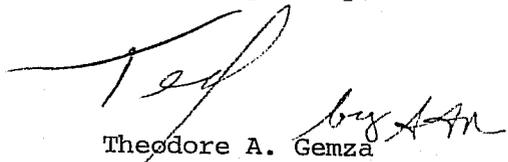
Mr. Laszlo L. Pinter
Assistant Corporation Counsel
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Re: Radio Beacon Tower, Spruce Mountain Trail

Dear Les:

Please be advised that unless the sale of the property by Mr. & Mrs. Raymond to the City of Danbury is completed by November 15, 1993, I have been instructed to inform you that the offer to sell the property for \$45,000.00 will be withdrawn and thereafter offered at the original price of \$55,000.00.

Yours very truly,


Theodore A. Gemza

TAG:aar

OCT 1 - 1993

GEMZA, DALY & O'CONNOR

ATTORNEYS AT LAW

UNIVERSITY PLACE

182 WHITE STREET

P.O. BOX 848

DANBURY, CONNECTICUT 06813-0348

GERALD J. DALY
NORMAN K. O'CONNOR

THEODORE A. GEMZA
OF COUNSEL

TELEPHONE
(203) 744-3334

FACSIMILE
(203) 791-1870

September 30, 1993

Mr. Laszlo L. Pinter
Assistant Corporation Counsel
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Re: Radio Beacon Tower, Spruce Mountain Trail

Dear Les:

With reference to my letter of September 14th, 1993 regarding the above-entitled matter, please be advised that my clients, Mr. & Mrs. Raymond request a minimum down payment of \$10,000.00. All other terms are remaining basically the same.

Yours very truly,



Theodore A. Gemza

TAG:aar



SEP 15 1993

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

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

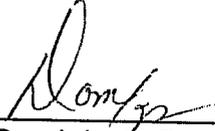
September 15, 1993

MEMO TO: Laszlo Pinter
Assistant Corporation Counsel

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

RE: Radio Beacon Tower Spruce Mountain

In reference to your letter to Attorney Theodore Gemza, please be advised that there is only \$1,510.50 remaining in the Airport reserve account which you may not be aware of at this time. In order for the funds to be reappropriated from the rental monies, the Common Council must approve this beforehand. If you need any additional information, feel free to give me a call.



Dominic A. Setaro, Jr.

DAS/jg



CITY OF DANBURY
DANBURY, CONNECTICUT 06810



DEPARTMENT OF POLICE
120 MAIN STREET

NELSON F. MACEDO, CHIEF
(203) 797-4614

September 17, 1993

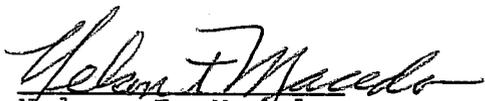
MEMO

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

From: Chief Nelson F. Macedo

Subject: State Forfeiture Monies

In compliance with state statute, I am requesting that the Common Council establish a new account for the receipt and expenditure of state drug asset forfeiture monies.


Nelson F. Macedo
Chief of Police

NFM:ks
enc.
c: Dominic Setaro, Jr.



State of Connecticut
DIVISION OF CRIMINAL JUSTICE

OFFICE OF
THE CHIEF STATE'S ATTORNEY

JOHN M. BAILEY
CHIEF STATE'S ATTORNEY

340 QUINNIPIAC STREET
P. O. BOX 5000
WALLINGFORD, CONNECTICUT 06492
TELEPHONE: (203) 265-2373
FACSIMILE: (203) 265-1837

SPENDING & ACCOUNTING
FOR
STATE OF CONNECTICUT
DRUG ASSET FORFEITURE MONIES

Expenditure of, and accounting for, state drug asset forfeiture monies is controlled by state statute, and by regulations adopted by the Revolving Fund law enforcement panel, which administers distribution of monies from the fund to your department. A summary of requirements follows:

- a) Your department's request for distribution of state drug asset forfeiture monies is a binding contract;
- b) Your department must spend the money as specified by statute:
 1. 85% must be spent to enhance drug investigation and enforcement;
 2. 15% must be spent on drug education.
- c) State forfeiture monies must be deposited in a fund or account created and maintained solely for that purpose - the monies must not be comingled with town general fund accounts.
- d) Your department or Board of Police Commissioners must retain custody of, and responsibility for, your state forfeiture fund or account.
- e) Your state forfeiture fund or account must be non-lapsing, e.g. the monies need not be spent in a fiscal year.
- f) State forfeiture monies are subject to audit.

A full discussion of these requirements follows:

Permissible Expenditures:

General Statutes § 54-36i mandates how departments must spend the money: "[F]ifteen per cent [of this money] shall be used for the purposes of drug education and eighty-five per cent [] shall

be used for the detection, investigation, apprehension and prosecution of persons for the violation of [drug laws]." General Statutes § 54-36i (c)(1). While the statute does not define or limit "detection, investigation, apprehension or prosecution," you should be able to articulate some connection between expenditures and drug enforcement.

Custody of State Revolving Fund Money:

General Statutes § 54-36i governs your department's eligibility for state forfeiture funds. The statute specifies that seventy per cent of the value of forfeitures are distributed back to "local police departments." General Statutes § 54-36i (c)(1).

The law requires that Revolving Fund money "shall be held by [] the various organized local police departments in accounts or funds established for that purpose. In no event shall the expenditures be placed in a state or town general fund and in no event shall the expenditures be used for purposes other than those provided [by the law]." General Statutes § 54-36i (d).

The same law creates a law enforcement Revolving Fund panel to administer distribution. The panel is composed of the Commissioner of Public Safety, the commander of Statewide Narcotics Task Force, and the President of the Connecticut Police Chiefs Association. Id.

This panel is empowered to "adopt procedures for the orderly authorization of expenditures." Id. The panel has adopted a form that police departments must execute to request Revolving Fund money. Like a Federal form DAG-71, it is viewed as a binding contract. The requesting department, in the CERTIFICATION to the REQUEST FOR DISTRIBUTION OF PROCEEDS OF FORFEITED PROPERTY, promises: "[t]hat the funds disbursed are for the sole use of the requesting law enforcement agency for the investigation and suppression of drug trafficking[.]"

Both General Statutes § 54-36i's plain language and the procedures adopted by the Revolving Fund law enforcement panel confirm that state asset forfeiture money must be placed under the direct custody and administration of the receiving police department.

A final point must be made. State forfeiture monies, like any State or Federal grant funds are subject to periodic spot check or audit. In an extreme case, a department's material failure to comply with requirements concerning custody, accounting or expenditure of monies may disentitle the department to future sharing, and may require repayment of misapplied funds to the Revolving Fund.

07/01/93



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

OFFICE OF THE CORPORATION COUNSEL

PLEASE REPLY TO:

September 22, 1993

DANBURY, CT 06810

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

Re: Danbury - Ridgefield Interlocal Negotiations
September Agenda Item #26

Dear Mayor and Council Members:

Please accept this letter in response to your request for a report in connection with the matter referenced above. Item #26 concerned a request from Attorney Neil Marcus on behalf of his clients, Peter Friedman and Jack Lederer. In his letter, Mr. Marcus asked that the Common Council consider expanding the scope of the charge to the Danbury members of the existing interlocal commission to include the possibility of extending water services to his client's site in Ridgefield.

William Buckley has advised me that since the Ridgefield Water Company has exclusive rights to serve the subject site, if we are to address this request at all, we must negotiate not with the Town of Ridgefield, but with the water company. Under such circumstances, the process would not involve an interlocal agreement, but rather a more traditional contract between the City and the company. Apparently our approach with respect to the company could take at least two different forms. The City could undertake discussions of a modification of the exclusive service areas or could propose the sale of water not to Mr. Marcus' clients but to the Ridgefield Water Company.

Hon. Gene F. Eriquez, Mayor
Hon. Members of the Common Council
September Agenda Item #26
September 22, 1993

- 2 -

In any event, the Common Council retains complete discretion with regard to the disposition of this request. The Council may approve it, reject it or take some other approach, as it sees fit. If you have any additional questions, please contact me.

Sincerely,



Eric L. Gottschalk
Acting Corporation Counsel

ELG;r

c: William J. Buckley, Jr.
Superintendent of Public Utilities



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

WATER, SEWER, RECYCLING &
SOLID WASTE DEPARTMENTS
(203) 797-4539
FAX: (203) 796-1590

WILLIAM J. BUCKLEY JR., P.E.
SUPERINTENDENT OF PUBLIC UTILITIES

September 21, 1993

TO: CITY OF DANBURY COMMON COUNCIL
FROM: *William J. Buckley, Jr.*
WILLIAM J. BUCKLEY, JR., SUPT. OF PUBLIC UTILITIES
RE: DANBURY/RIDGEFIELD NEGOTIATING WATER COMMITTEE

Dear Mr. DaSilva and Honorable Members of the Common Council:

At your September meeting the item regarding the establishment of a Danbury/Ridgefield water negotiating committee was directed to me for a report back to you. I am under the opinion that we cannot negotiate the sale of water to the Town of Ridgefield. I believe that is contradictory to State statues which require us to deal with the entity that has exclusive area rights to the Town of Ridgefield. Keep in mind here that the Town of Ridgefield does not have a water department and is serviced by a private company, The Ridgefield Water Supply Company.

This Ridgefield Water Supply Company has exclusive service area rights, basically franchise rights, to the entire geographical boundary of the Town of Ridgefield. If the Town of Ridgefield is interested in providing water service through the City of Danbury to a portion of Ridgefield, these negotiations must be started through the Ridgefield Water Supply Company.

There are two ways that the City of Danbury Water Department can provide water service to a portion of Ridgefield. The first is that the Ridgefield Water Supply Company agrees to modify their exclusive service area boundaries so that Danbury will have exclusive service area rights to the portion of Ridgefield in question. This is done with agreement



from the City of Danbury and The Ridgefield Water Supply Company as well as the State Departments of Health Services and Public Utility Control. Further the Regional Water Utility Coordinating Committee must approve these boundary changes. The second way that Danbury can provide water to and into the Town of Ridgefield is by agreement with the Ridgefield Water Supply Company to put a water meter on the town line. The mains and distribution system on the Ridgefield side of the meter would belong to the Ridgefield Water Supply Company and they would be a customer of the Danbury Water Department. We could set, through the Common Council, a separate rate structure for sale of water to Ridgefield. This second method, in my opinion, would be the best approach in that it makes the Ridgefield Water Supply Company responsible for the maintenance and operation of the entire system on their side of the meter, while providing Danbury with a premium rate for the sale of water to Ridgefield. This would certainly help in the stabilization of rates to our Danbury customers.

Now that I have addressed the institutional mechanisms involved, the engineering and construction are relatively minor. Water service could be provided to the section of Ridgefield that this proposal concerns. It could be engineered and constructed so that adequate quality, quantity and dependability of water services are guaranteed to those customers. The costs of this, if negotiated, must be borne by the developer and certainly none of the cost would be borne by the City of Danbury Water customers. I think it would be helpful if you were to get a legal opinion from our Corporation Counsel's office regarding the institutional mechanism of negotiating water sales to the Ridgefield Water Supply Company. I hope this report was helpful to you in answering the questions you may have and if you wish to set up a committee in order to study this further I would be happy to partake in those discussions.

WJB/sm

cc: Rick Gottschalk
Jack Schweitzer
Mayor Gene F. Eriquez
Neil Marcus
Peter Friedman

TO: Members of Danbury's Common Council and Mayor Gene Eriguez
(Copies will be left for each of the above.) 10/5/93

FROM: Ronald Blonski, 18 Griffing Avenue, Danbury, Connecticut

RE: Tonite's Agenda Item 32 concerning Item 26 on 9/8/93 Common
Council Meeting

The above referenced Item 26 is a lawyer's letter requesting, on behalf of his two clients who own property in Ridgefield, that you authorize the Danbury-Ridgefield Interlocal Sewer Negotiators to handle **the extension of Danbury's municipal water system into Ridgefield.**

Elected officials in Ridgefield are not asking for municipal water to aid them in providing affordable housing. No, this is an **exclusive** design being **brokered** by lawyers and developers to provide for a golf course and 318 homes, **none would be moderately-priced.** According to The News-Times this is "...part of a deal that would settle years of lawsuits....It calls for getting sewer service from Danbury...." And now it calls for getting water service from Danbury, probably suited to allay the neighbors stated fears that their wells would go dry what with the watering of the greens, etc. However, it does not address their spokesman's concern reported in The News-Times: "This is called spot zoning. It's not what one does in zoning." Even the Reports in tonite's Communication use the terms "client's site in Ridgefield" and "the portion of Ridgefield in question." It is a site specific request. No matter that it be packaged as a sale direct to Ridgefield or indirectly as a sale to the private Ridgefield Water Company its net result is that it is water for sale to Mr. Marcus's clients.

Their **special zone** borders Danbury along Briar Ridge Road. At the 12/6/88 Common Council Meeting a Danbury developer was denied a sewer extension along this same road because of Boehringer's saturation of the line, which resulted in eminent domain against a Danbury property owner to accomodate the redirection. At the Danbury-Brookfield border there is The Breton Estate on both sides. It is conceptual that following a precedent set this evening this acreage could be the next candidate for Danbury's water service, although something would have to be done about the Sterling Woods resident's recent statement that with the extension of a 12" water line from Great Plain School, both it and Stadley Rough School are without sprinkler systems for years. Both these events are meant to support the fact that nothing happens to lines in isolation. The land-use lawyer whose letter is referenced above also has been hired by Duracell and was quoted in The News-Times as having said in August that "Duracell wants to see 'a cohesive land-use pattern for this entire park.'" The Berkshire Corporate Park, which straddles Brookfield, Bethel and Danbury. Following a precedent set this evening, maybe this will be the next candidate for Danbury's water service. The principle is the same, only the names of the

Ronald Blonski
10/5/93

special zones will be changed, except for the one constant in this equation of municipal-turned-regional service: Danbury, Core Urban Area. Of course paid for services. We even hear in tonite's reports of a "premium rate for the sale of water to Ridgefield." (How this contrasts with last year's Counsel report which held that sewers would be rated at cost, nothing more nor less.) Tonite we are told that "none of the cost would be borne by the City of Danbury Water customers." **Money doesn't make it right. There is long term cost.**

Earlier this year a manufacturing company moved not to Danbury but to Brookfield, which was said by the company's official to "offer a nice country setting and is conducive to a good working atmosphere...It has the attraction of the small town that it is, but with the convenience of a large city, in its proximity to Danbury and its access to major highways." Maybe, he can soon add that it has all the city sewer and and even water any company could want. Maybe Danbury doesn't need manufacturing companies any more.

Danbury was founded because of the water in this area. And its municipal water supply is the result of long term planning and the blood, sweat and tears of those who have gone before us. It is also a trust which we maintain for those in our community who will come after us. It is a truly basic **social** activity undertaken by a **community** for the well-being of **all** the members of the defined **community**, who are subject to **common** laws and **social** taxes and also benefit from **municipal** services **equitably** provided for the **common** good: not brokered with bias for the direct profit of private companies and the indirect tax advantage to Ridgefield.

So that due process is served, I have to formally restate to each of you what I addressed to the Common Council and the Mayor on 1/7/92 and ammend tonite to include the relevant and significant added factor of water:

Connecticut law prohibits discrimination in rental and sales of private housing on the basis of age, ancestry, color, familial status, lawful source of income, etc. Sewers and reservoirs are a social act which historically principally provide for high density populations. For any town to preclude affordable housing while introducing sewers or water mains is de facto discrimination. Failure to specifically dedicate zones for high density housing areas up front is evidence of intent to exclude, especially when one considers the demographics of towns which are remarkably deficient in affordable housing and couples this with a pattern of selective, exclusive, restrictive, biased use of sewer and water lines. By their fruits you know them. Now that you know this, you can not say that you are not encouraging this. Danbury can not simply sell its infrastructure as it did in the past. It can not be business as usual....Danbury has a right, as well as an obligation, to use all legal means to discourage discrimination.

Amel S. Shaker
10/5/93

We can't just run a line up to the Ridgefield border, put on a water meter and then close our eyes to the private use made of our social resource, especially when the allocation is site specific and is clearly intended to be used in a socially exclusive manner.

We wonder how does it happen that there are two Connecticuts and we look to busing children to achieve "diversity" experience for the suburbs. Well tonite we adults have an opportunity to deal with causes. Danbury is striving not to be another statistic, another one of the major cities in Connecticut that are dying. Let our neighbors develop their infrastructure in a balanced manner so as not to preclude social outcomes, so as not to preclude diversity with an exclusive golfing development: let them plan their future without robbing us of ours. **Danbury's enviable municipal water system is not negotiable;** Danbury is not for sale. For the sake of Danbury's children, please do for them what we so easily ask of them: **JUST SAY NO. No extension of Danbury's water into Ridgefield.**

Amal Shukla
10/5/93



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

OFFICE OF ASSESSOR
(203) 797-4556

ROBERT F. COYNE
ASSESSOR

Melville Corporation VS City of Danbury
a/k/a Bob's of Danbury, Ct., Inc.
Property formerly Jordan Marsh site
114 Federal Road Map/Lot L08015

Total Gross Bldg. Area October 1, 1992 list 146,900 Sq. Ft.
Total Gross Leasable Area October 1, 1992 list 85,400 SQ. Ft.

See letter dated 2-19-92 Planning Commission - City of Danbury

| 92 List City Value | 92 Stipulation | Differance |
|------------------------|------------------|--------------------|
| 10,230,500.Total Value | 8,446,500. | 1,784,000. |
| x 70% | x 70% | x 70% |
| <u>7,161,400</u> | <u>5,912,600</u> | <u>1,248,800</u> ✓ |
| x 18.57 Mill rate | x 18.57 | x 18.57 |
| 132,987.20 Tax | 109,796.98 | 23,190.22 |

Total Value of Building Only

$$\frac{85,400}{6,908,000} \quad \frac{85,400}{5,124,000} = 1,784,000$$

\$ 80.89 \$ 60.00 ✓

Comparable Properties - Buildings Only (Land Lease Pty)

- # 1 80,000 Sq.Ft. x 58.50 = 4,678,900
- * # 2 137,242 " x 56.69 = 7,780,200
- # 3 170,092 " x 53.35 = 9,074,800
- # 4 240,413 " x 50.02 = 12,024,800

* Court Settlement 6-17-91 \$ 56.69 to \$ 46.16



PLANNING COMMISSION

CITY OF DANBURY

CERTIFIED COPY OF GRANT OF SPECIAL EXCEPTION

APPLICANT - DANBURY PLACE ASSOCIATES

RECORD HOLDER OF TITLE - Gladys Bartley, Trustee; Robert J. Werner; Daniel J. Werner; John H. Werner; Connecticut National Bank, Trustee; and Stephen J. Hoffman, Trustee

LEGAL DESCRIPTION OF PREMISES - as attached

NATURE OF SPECIAL EXCEPTION - to allow multiple uses generating five hundred (500) vehicle trips or more per day in accordance with the trip multiplier table in Section 8.E.14 of the Zoning Regulations at 114 Federal Road (Formerly Jordan Marsh site), having found that the criteria in Section 3.0.4.1 of the Zoning Regulations have been met, i.e.; (a) The proposed use will not emit noise, smoke, glare, odor or vibration or other conditions which will create a nuisance having a detrimental effect on adjacent properties; (Any noise, smoke, glare, or odor from the retail operation is consistent with other existing commercial properties. The Planning Commission believes that adjacent residential properties will be sufficiently removed and buffered from the operation); (b) The proposed use is designed in a manner compatible with the character of the neighborhood; (The project is compatible with the other commercial properties in the area, and, therefore, fits into the character of the neighborhood); (c) The proposed use will not create conditions adversely affecting traffic safety or which will cause undue traffic congestion; (Due to road improvements discussed, requested and required for the project, the traffic will continue to move in an efficient and safe manner); (d) The proposed use will not create conditions harmful to the natural environment or which will jeopardize public health or safety; (No excavation plan or change intended to the natural terrain. All utilities services will be connected into municipal services).

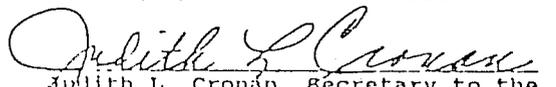
The motion for approval specifically relates to the use of 220,000 square feet for retail/storage/offices (with a maximum of 150,847 square feet for retail as stated on the "Notes and Details" drawing) and the reuse of the 73,800 square foot second floor of the former Jordan Marsh building for only storage accessory to the retail operations of the first floor. This approval is based on the following plans prepared by Carroccio-Covill:

1. "Master Site Plan" - Dated February 3, 1992
2. "Phase I Site Plan" - Dated February 3, 1992

SECTION OF DANBURY ZONING ORDINANCE UNDER WHICH SPECIAL EXCEPTION IS GRANTED - 5.C.3.

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

I hereby certify that the foregoing constitutes a true copy of the Special Exception granted by the Planning Commission of the City of Danbury on February 19, 1992. The Commission's approval shall be void and of no effect unless the applicant files this Certified Copy of Grant of Special Exception on the Land Records of the City of Danbury within SIXTY (60) DAYS OF APPROVAL.


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



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

OFFICE OF THE CORPORATION COUNSEL

September 16, 1993

PLEASE REPLY TO:

DANBURY, CT 06810

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

Re: Melville Corporation v. City of Danbury and Board of Tax
Review of the City of Danbury
Proposed resolution of 1992 tax appeal

Dear Mayor and members of the Council:

The above referenced matter is pending settlement based on terms and conditions which have been discussed by, and which are acceptable to both the Plaintiff and City officials.

This office and that of the Tax Assessor are prepared to advise you on the parameters of the settlement in executive session at the regular council meeting of October 5, 1993. Your consideration of the settlement package will be requested.

If you have any questions in the meantime, please call.

Very truly yours,

Laszlo L. Pinter
Assistant Corporation Counsel

cc: Gene F. Eriquez, Mayor
Robert F. Coyne, Tax Assessor
Eric L. Gottschalk, Corporation Counsel
Attorney Tracy Parsons
Dominic A. Setaro, Jr., Director of Finance



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

OFFICE OF ASSESSOR
(203) 797-4556

ROBERT F. COYNE
ASSESSOR

March 1, 1993

Edward F. Heberger & Associates, Inc.
1520 Highland Ave.
Cheshire, Ct. 06410

Subject: Pow-Dan II Corporation VS City of Danbury

Dear Mr. Heberger:

This is a follow up in reference to our phone conversation of Wednesday, February 24, 1993. I have reviewed and inspected the subject properties as well as Court Judgements and Stipulations of simular properties handed down since the last revaluation of all real property in October 1987 base year.

Subject properties (land and improvements) range from a high of \$125.82 to a low of \$122.01 per square foot unit value. My offer and suggestion is to be consistant with other simular properties by using \$122.00 per square foot base year 1987 to settle subject tax appeal.

The following Map-Lot numbers will show the changes as well as no change to two (2) vacant lots and end results or tax dollars for October 1, 1991.

E17072 Vacant land - Total of 13.43 Acres
~~Primary site~~ - Orchard - Farm land
No change (168,900 per acre)

E17064 Vacant land - Total of 2.76 Acres
~~Buffer strip~~ along road
No change (44,800 per acre)

E17062 36 Apple Ridge Road (Fujitsu)
Land 10.50 Acres
Gross Bldg Area 63,540 square foot
Appraised for 122.01 per sq foot
7,752,800
No change

✓ E17061 40 Apple Ridge Road (IBM)
 Land 10.39 Acres
 Gross Bldg Area 92,500 Square feet
 Appraised for x 125.82 Square foot
11,638,700 ±
 122.00 x 92,500 = 11,285,000 ±
 Reduction 353,700
 x 70%
 Assessment 247,600
 92-93 FY mill rate x 18.21
\$ 4,508.80 ±

✓ E17078 51-53 Kenosia Ave. (UPS)
 Land 8.691 Acres
 Gross Bldg Area 33,675 Square feet
 Appraised for x 125.39 Square foot
4,222,600 ±
 122.00 x 33,675 = 4,108,400 ±
 Reduction 114,200
 x 70%
 Assessment 79,940
 92-93 FY mill rate 18.21
\$ 1,455.70

If you have any further questions regarding this matter,
 please feel free to contact me.

Sincerely yours,



Robert F. Coyne
 Assessor

RFC/is

CC: L. Pinter
 Asst. Corp Counsel
 D. Setaro
 Dir. of Finance

REAL ESTATE RECORD DANBURY, CONNECTICUT

| | | | |
|---------------|---------------|---------------------------------|-----------------|
| SIDE S | CARD 2 | STREET # 36 APPLE RIDGE ROAD | CARD NO. --- |
| MAP E17062 | TC MAP 759 | TC LOT RR 2B | ZONING TL-40 |
| AREA 2 | WATER YES | SEWER YES | NBHD |

| RECORD OF TRANSFER | VOLUME | PAGE | DATE | STAMPS | PRICE |
|--|--------|--------------|---------|--------|-----------|
| POWERS, SEYMOUR R & MELVYN J & POW-DAN II CORPORATION. | 637 | 343 | 4-8-80 | | 850.30 |
| Powers, Seymour R Trustee for Seymour R Powers Revocable Trust Agreement & Powers, Melvyn J & Pow-Dan II Corporation | 931 | 1002-1039 | 9-7-89 | | |
| Thermotrex | 1043 | 812 thru 848 | 4-01-93 | | 4,070.00 |
| | | | | | 3,700,000 |

| SUMMARY | | | |
|---------|---------|------|-----------|
| YR. | UNIT | CODE | ASSESS. |
| 1989 | LAND | 2-1 | 1 400 000 |
| | DWLG. | | |
| | OUT B. | 2-5 | 56 700 |
| | COMM. | 2-2 | 3 979 700 |
| | IND. | | 3 829 700 |
| | EX ACRE | | 5 286 100 |
| | TOTAL | FR | 5 586 700 |
| 1990 | LAND | 2-1 | 1 400 000 |
| | DWLG. | | |
| | OUT B. | 2-5 | 56 700 |
| | COMM. | 2-2 | 3 979 700 |
| | IND. | | |
| | EX ACRE | | |
| | TOTAL | | 5 436 400 |
| 1991 | LAND | 2-1 | 1 441 300 |
| | DWLG. | | |
| | OUT B. | 2-5 | 56 700 |
| | COMM. | 2-2 | 3 979 700 |
| | IND. | | |
| | EX ACRE | | |
| | TOTAL | | 5 468 300 |
| 1992 | LAND | 2-1 | 1 441 300 |
| | DWLG. | | |
| | OUT B. | 2-5 | 56 700 |
| | COMM. | 2-2 | 3 979 700 |
| | IND. | | |
| | EX ACRE | | |
| | TOTAL | | 5 468 300 |
| 1993 | LAND | 2-1 | 1 441 300 |
| | DWLG. | | |
| | OUT B. | 2-5 | 56 700 |
| | COMM. | 2-2 | 3 979 700 |
| | IND. | | |
| | EX ACRE | | |
| | TOTAL | | 5 468 300 |

635/40 # 18.23

17811.600
57 BAVE

122.94
93 LVI

REMARKS
Tolpeltre M. H. (4000) Fujitsu
& Documents due to ownership of Em 70-
of E17061 shown on new map.

| BUILDING PERMITS | | |
|------------------|-------------|------------|
| NUMBER | DATE ISSUED | C/D ISSUED |
| 20116 | 1-23-91 | |

| INSPECTION | | | | | |
|-------------------------|-----------|--------------|-----------|--------------|----------------|
| INSPECTION WITNESSED BY | | | DATE | | |
| STATE LISTING CODES | | | | | |
| RES. | COMM. | IND. | UTILITY | V. L. | USE (PA 490) |
| 1-1 LOT | 2-1 LAND | 3-1 LAND | 4-1 LAND | 5-1 RES. | 6-1 FARMS |
| 1-2 EXC. AC. | 2-2 BLDG. | 3-2 BLDG. | 4-2 BLDG. | 5-2 COMM. | 6-2 FOREST |
| 1-3 DWELL. | 2-3 APT. | 3-3 IMP. YD. | 4-3 O. B. | 5-3 IND. | 6-3 OPEN SPACE |
| 1-4 O. B. | 2-4 CONDO | | | 5-4 WETLANDS | 6-4 O. B. |
| 1-5 CONDO | 2-5 O. B. | | | 5-5 O. B. | |

| LISTED | | REVIEWED | |
|--------|----|----------|-----|
| DATE | BY | DATE | BY |
| | | 10/23/93 | HTL |



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

OFFICE OF THE CORPORATION COUNSEL

PLEASE REPLY TO:

October 5, 1993 (corrected)

DANBURY, CT 06810

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

Re: Pow-Dan II Corporation v. City of Danbury
Proposed resolution of tax appeals:
40 Apple Ridge Road/51-53 Kenosia Avenue

Dear Mayor and Members of the Common Council:

The above matters in the nature of tax appeals are pending settlement based on terms and conditions satisfactory to the plaintiff and to City officials.

We are prepared to advise you on the parameters of the settlement of these cases in Executive Session at the regular meeting of October 5, 1993. Your consideration of the proposals will be requested at that time.

If you have any questions in the meantime, please call.

Very truly yours,

Laszlo L. Pinter
Assistant Corporation Counsel

cc: Gene F. Eriquez, Mayor
Eric L. Gottschalk, Corporation Counsel
Robert F. Coyne, Tax Assessor
Attorney Andrew McDonald
Dominic A. Setaro, Jr., Director of Finance



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

OFFICE OF THE CORPORATION COUNSEL

PLEASE REPLY TO:
301 Main Street
DANBURY, CT 06810
(203) 743-9145

September 20, 1993

Honorable Mayor Gene F. Eriquez
Honorable Members of the Common Council
c/o Betty Crudgington, City Clerk
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Re: Jasso v. Commissioner of the Department of Income Maintenance
and Director of the City of Danbury Department of Welfare

Dear Mayor Eriquez and Common Council Members:

The above action is the result of a Policy Transmittal issued by the Department of Income Maintenance to the City's Department of Welfare. Based upon the Transmittal, Mr. Jasso's employment classification was changed from "unemployable" to "employable" effective July 1, 1992. As a result of the reclassification, the amount of monthly cash assistance benefits payable to Mr. Jasso was reduced from \$356.00 to \$314.00 for the period of July 1, 1992 through August 10, 1992. On August 10, 1992, Mr. Jasso was suspended from all cash assistance benefits for his failure to complete his workfare assignment.

The state Department of Income Maintenance later "clarified" its position with the result that Mr. Jasso was reclassified as "unemployable" and his cash assistance benefits were reinstated by the City's Department of Welfare at the higher rate retroactive to September 10, 1992.

Mr. Jasso filed the above appeal in which he seeks the following amounts: a cash award representing the difference in benefits between July 10, 1992 and August 10, 1992 (\$356.00 - \$314.00 = \$42.00 + 10 days at \$1.35/day) as well as \$356.00 cash

dbj\jasscoun.98

Honorable Mayor Gene F. Eriquez
Honorable Members of the Common Council
September 20, 1993
Page 2

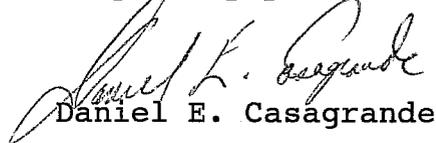
assistance for the one month period of his suspension for a total of \$411.50.

Attached is a copy of a proposed settlement in which the City agrees to pay Mr. Jasso \$411.50 in final settlement of the Superior Court appeal. The Commissioner of the Department of Income Maintenance would reimburse the City for eighty-five percent of that amount as provided in Connecticut General Statutes Section 17-292(i). In turn, Mr. Jasso will withdraw the Superior Court action and will release all claims against both defendants arising out of this action.

I find this agreement to be reasonable. I recommend that the Common Council place this matter on its agenda for executive session at its next regular meeting on October 5, 1993 and approve the Agreement.

Please do not hesitate to call with any questions or comments.

Very truly yours,



Daniel E. Casagrande

DEC/ckd
cc: Eric Gottschalk, Esq.
Ms. Deborah MacKenzie
Enclosure

AGREEMENT

The undersigned, Audrey Rowe, Commissioner of the Department of Social Services (DSS) formerly the Department of Income Maintenance (DIM), Deborah Mackenzie, Director of the City of Danbury Welfare Department (Danbury), and Jose Jasso, herein agree as follows:

WHEREAS, there is currently pending before the Superior Court in the Judicial District of Hartford/New Britain at Hartford, a civil action, docket no. CV 93 05216095 S, entitled Jose Jasso v. Audrey Rowe, Commissioner, Department of Income Maintenance, et al. The action is an administrative appeal of a final agency decision, said decision issued on December 31, 1992; and,

WHEREAS, the plaintiff's administrative appeal involves the dollar amount of plaintiff's General assistance cash assistance. The amount was reduced effective July 10, 1992 by the defendant Danbury by reason of the plaintiff's work classification being changed from "unemployable" to "employable" for purposes of General assistance cash assistance; and,

WHEREAS, the plaintiff was suspended from General assistance cash assistance effective August 1, 1992, and was reinstated to General assistance cash assistance as "unemployable" effective September 10, 1992, and is currently receiving General assistance cash assistance at the "unemployable" rate; and,

WHEREAS, the plaintiff is claiming payment of General Assistance cash assistance for the difference between the "employable" and "unemployable"

rate pro-rated over thirty-five days between July 1, 1992 and August 10, 1992, and payment at the "unemployable" rate for the period of August 10, 1992 to September 10, 1992.

NOW THEREFORE, pursuant to Conn. Gen. Stat. § 4-177(d):

1. The plaintiff Jose Jasso, does hereby release any and all claims arising from the civil action, CV docket no. 93521609 S, including but not limited to those alleged in said civil action, against the defendants and any other potentially liable entities, officials, employees or agents of the State of Connecticut or the City of Danbury.
2. The parties agree that General assistance cash assistance for the plaintiff for the aforementioned retroactive period, in the amount of four hundred eleven dollars and no cents (\$411.00), will be paid by the defendant Danbury, to the plaintiff. Defendant Danbury will be reimbursed eighty-five percent (85%) of this payment by the defendant DSS in accordance with Conn. Gen. Stat. § 17-292i.
3. The plaintiff further waives any and all rights to attorneys fees which he may be entitled to receive from the State of Connecticut or the City of Danbury, their entities, officials, or employees as a result of the aforescribed claims and any claims brought before any tribunal including the Claims Commissioner.
4. The payment of said monies and the entry into this agreement by the above named defendants does not constitute an admission of liability or wrongdoing by the defendants, or their officials, employees or agents.

5. The parties agree that the plaintiff will withdraw his complaint with prejudice upon receipt of the sum of four hundred eleven dollars (\$411.00) from the defendant Danbury.

PLAINTIFF
JOSE JASSO

DEFENDANT
STATE OF CONNECTICUT, COMMISSIONER
DEPARTMENT OF SOCIAL SERVICES

By Counsel: Shirley Bergert, Esq
Connecticut Legal Svs., Inc.

By Counsel: Peter L. Brown,
Assistant Attorney General

DEFENDANT
CITY OF DANBURY, DIRECTOR
DEPARTMENT OF WELFARE

By Counsel: Pamela Siemon, Esq.
Secor, Cassidy & McPartland, P.C.



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ
MAYOR

(203) 797-4511

October 5, 1993

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members:

I hereby submit, for your confirmation and approval, the appointment of the following individuals to serve as members of the Commission on Aging:

Mr. Thomas F. Quinn, CISW, CAC (U)
93 Post Road
Danbury, CT 06810
Term to Expire: October 1, 1996
(Filling vacancy)

Mrs. Olita Grigors (U)
28 Spruce Mountain Road
Danbury, CT 06810
Term to Expire: October 1, 1994
(Filling vacant unexpired term)

Mr. Roland Sorenson (D)
204 Village Square
Danbury, CT 06810
Term to Expire: January 1, 1996
Alternate Member
(Filling vacancy)

Mr. Quinn has been a resident of Danbury for five years and is the Director of the Greater Danbury Counseling Center located on Deer Hill Avenue. He is currently on the Board of the Western Connecticut Area Agency on Aging and also is the Senior Liaison person for the Rotary Club.

Mrs. Grigors is a long time Danbury resident and former employee of The Barden Corporation. She is active in many community affairs including the Charles Ives Center for the Arts and the Senior Center.

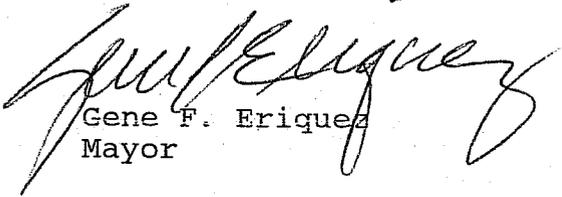


AGING 2-2-2

Mr. Sorenson, who has been a regular member of the Commission for a number of years, now requests to be an Alternate Member due to family commitments and travel schedules.

Thank you for your consideration and approval of these appointments.

Sincerely,

A handwritten signature in cursive script, appearing to read "Gene F. Eriquez".

Gene F. Eriquez
Mayor

lgm



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

October 21, 1993

ENGINEERING DEPARTMENT
(203) 797-4641

JOHN A. SCHWEITZER, JR., P.E.
CITY ENGINEER

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

Dear Mayor Eriquez and Common Council Members:

Coach Hill Road

With respect to Coach Hill Road and its proposed acceptance under the conditions of Section 17-34 of the Code of Ordinances, I offer the following comments:

1. The road is adequate to support the traffic which is expected to use the road.
2. The road is reasonably safe for public travel.

If this road is accepted, acceptance should be conditional on the receipt of all necessary easements and legal documents related to this road. These easements and legal documents are to be in forms acceptable to the Corporation Counsel's office.

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

Very truly yours,


 John A. Schweitzer, Jr., P.E.
 Director of Public Works

JAS/PAE/gw

c: Basil Friscia
Eric L. Gottschalk, Esquire



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

October 5, 1993

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

Re: Coach Hill Road

The Common Council Committee appointed to review Coach Hill Road met at 7:30 P.M. in Room 432 in City Hall on September 23, 1993. In attendance were committee members Coladarci, Arconti and Scozzafava. Also in attendance were Mayor Gene Enriquez, Director of Public Works Jack Schweitzer, Corporation Counsel Eric Gottschalk, Director Planning Dennis Elpern as well as residents of the City. Mr. Arconti made a motion to waive the rules. Seconded by Mr. Scozzafava and passed.

Mr. Schweitzer gave a brief history of the bond for Coach Hill Drive explaining that although the amount was raised from \$100,000 to \$135,000 due to construction problems and that the premium was not paid from 1987 to 1991. It was added by the Mayor and Attorney Gottschalk that this cannot happen now due to changes in the bonding process. Questions were brought up regarding the City's attempts at calling the bond and if this Ordinance is being pushed through to legitimize the City. It was again explained that other areas of the City are unfinished for whatever reason and that this would be the cleanest, quickest way to make Coach Hill Drive a City road.

The Mayor explained that the City has a road priority list and that Coach Hill Drive will be added to that list. The problem then becomes a matter of funding. He added that we are fortunate that last year the voters approved a bond that took care of road repairs and drainage problems. The various steps in the Ordinance were reviewed. The residents were informed that all parts of the Ordinance must be taken into account before road acceptance. It was also brought up that this matter can be added to the agenda of a Special Common Council meeting in October.

Mr. Arconti moved to recommend to the full Common Council that Coach Hill Drive be accepted as a City road contingent upon compliance with the provisions of subsections 17-34(c)(3) and 17-34(d) and effective on the effective date of the amendment to section 17-34 which is presently pending before the Common Council.

Respectfully submitted,

EILEEN S. COLADARCI, Chairman

THOMAS ARCONTI

JOSEPH SCOZZAFAVA



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

October 5, 1993

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

Re: Lease between Tarrywile Park Authority and Anderson Montessori School - 5 Mountainville Road

The Common Council Committee appointed to review the lease between the Tarrywile Park Authority and the Anderson Montessori School for 5 Mountainville Road met on September 28, 1993 at 7:30 P.M. in City Hall. In attendance were committee members Dennehy, Scalzo and Scozzafava. Also in attendance were Michael Cappiello and Jenny Daly.

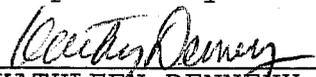
The goal of the committee was to review an extension of the lease to be approved, the changes for the commercial lease and the specific Anderson-Montessori School lease. Mr. Scalzo asked about the CPI factor and the term of the lease. The maximum number of years is five. Ms. Daly said five is usually the minimum number of years for a commercial lease.

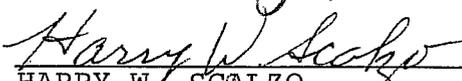
After much discussion, Mr. Scalzo made a motion to recommend approval ~~approval~~, pending approval from Corporation Counsel Eric Gottschalk as to the following:

1. The amended procedures to determine for Tarrywile Park facilities;
2. Approve the basic lease format;
3. The specific lease for the Anderson-Montessori School on 5 Mountainville Road at \$525 Month for a term of five years with annual adjustment based on procedures outlined in "procedure to determine tenants for Tarrywile Park Facilities" or 4.5% whichever shall be greater.

Seconded by Mr. Scozzafava. Motion carried unanimously.

Respectfully submitted,


KATHLEEN DENNEHY, Chairman


HARRY W. SCALZO


JOSEPH SCOZZARAVA



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

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Honorable Members of the Common Council

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The goal of the committee was to review an extension of the lease to be approved, the changes for the commercial lease and the specific Anderson-Montessori School lease. Mr. Scalzo asked about the CPI factor and the term of the lease. The maximum number of years is five. Ms. Daly said five is usually the minimum number of years for a commercial lease.

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Seconded by Mr. Scozzafava. Motion carried unanimously.

Respectfully submitted,

KATHLEEN DENNEHY, Chairman

HARRY W. SCALZO

JOSEPH SCOZZAFAVA

THIS LEASE,

Made by this agreement between

the City of Danbury, a municipality organized and existing under the laws of the State of Connecticut, acting herein by its Mayor,

LANDLORD and

TENANT, WITNESSETH:

Whenever used herein, the singular number shall include the plural, and plural the singular, and the use of any gender shall be applicable to all genders.

The Landlord does hereby lease to the Tenant and the Tenant does hereby hire from the Landlord

Real property described in Appendix A attached hereto located on Mountainville Road, in the City of Danbury, County of Fairfield and State of Connecticut

for the term

for the term rent of
payable as follows:

And the said Landlord covenants with the said Tenant that he has good right to lease said Premises in manner aforesaid, and that Landlord will suffer and permit said Tenant (he keeping all the Covenants on his part, as hereinafter contained) to occupy, possess and enjoy said premises during the term aforesaid, without hindrance or molestation from Landlord or any person claiming by, from or under Landlord.

And the said Tenant covenants with the said Landlord to hire said premises and to pay the rent therefor as aforesaid, that Tenant will commit no waste, nor suffer the same to be committed thereon, nor injure nor misuse the same; and also that Tenant will not assign this lease nor underlet a part or the whole of said premises, nor make alterations therein, nor use the same for any purpose but that hereinbefore authorized, without written permission from said Landlord but will deliver up the same at the expiration or sooner determination of this tenancy, in as good condition as they are now in, ordinary wear, fire and other unavoidable casualties excepted.

Provided, however, and it is further agreed that if the said rent shall remain unpaid ten (10) days after the same shall become payable as aforesaid, or if the said Tenant shall assign this Lease, or underlet or otherwise dispose of the whole or any part of said demised premises, or use the same for any purpose but that hereinbefore authorized, or make any alterations therein without consent of the Landlord in writing, or shall commit waste or suffer the same to be committed on said premises, or injure or misuse the same, or shall violate any of the agreements herein by the Tenant to be performed, then this Lease shall thereupon, by virtue of this express stipulation therein, expire and terminate, and the Landlord may, at any time thereafter re-enter said premises, and the same have and possess as of the Landlord's former estate, and without such re-entry, may recover possession thereof in the manner prescribed by the 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 Landlord 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 is hereby expressly waived by the said Tenant.

And it is further agreed between the parties hereto, that whenever this Lease shall terminate either by lapse of time or by virtue of any of the express stipulations therein, the said Tenant hereby waives all right to any notice to quit possession, as prescribed by the statute relating to summary process, as well as any right to a trial by jury.

And it is further agreed that in case the said Tenant shall, with the written consent of the said Landlord endorsed hereon, or on the duplicate hereof, at any time hold over the said premises, beyond the period above specified as the termination of this Lease, then the said Tenant shall hold said premises upon the same terms, and under the same stipulations and agreements as are in this Instrument contained, and no holding over by said Tenant shall operate to renew this Lease without such written consent of said Landlord.

And it is further agreed between the parties hereto, that the Tenant shall comply with, and conform to all the Laws of the State of Connecticut, and the by-laws, rules and regulations of the City and Town within which the premises hereby leased are situated, relating to Health, Nuisance, Fire, Highways and Sidewalks, so far as the premises hereby leased are, or may be concerned; and to save the Landlord harmless from all fines, penalties and costs for violation of or non-compliance with the same.

And it is further agreed that said premises shall at all times be open to the inspection of the Landlord and his agents and for necessary repairs by either party. Upon reasonable notice, said premises shall also be open to the Landlord and his agents to show for purchase, mortgage or lease.

And it is further agreed that the said Tenant shall pay for all water, gas and electricity used and consumed on said leased premises during the term aforesaid, in addition to the rent hereinbefore provided for.

And it is further agreed between the parties to these presents, that in case the building or buildings erected on the premises hereby leased shall be partially damaged by fire or otherwise, the same shall be repaired as speedily as possible ~~at the expense of the said Landlord~~; that in case the damage shall be so extensive as to render the building or demised premises untenable the rent shall cease until such time as the building shall be put in complete repair; but in the case of the total destruction of the premises, by fire or otherwise, the rent shall be paid up to the time of such destruction and then and from thenceforth this Lease shall cease and come to an end.

And Tenant further covenants and agrees that no refuse or garbage shall be allowed to accumulate or remain in or upon the leased premises.

And it is further agreed that this lease shall cease and terminate at the option of the Landlord if the Tenant shall be adjudicated bankrupt or shall compound Tenant's debts or assign Tenant's estate or effects contained in the leased premises for payment thereof, or if a receiver of the Tenant's property shall be appointed, or if this Lease shall, by operation of law, devolve upon or pass to anyone other than the Tenant, or if an execution shall be levied against the estate of the Tenant contained in leased premises, and shall not be satisfied within seventy-two (72) hours thereof. Upon such termination all future installments of rent and other sums due or to become due hereunder shall immediately become due and payable and acceptance by the Landlord of any sum from other than the Tenant shall not be deemed to be a waiver of any of the Landlord's rights and remedies hereunder.

And it is further agreed that the failure of the Landlord to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that the Landlord may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

And it is further agreed that the provisions of the Addendum attached hereto are made a part of this Agreement in its entirety.

And it is further agreed that this lease contains the entire agreement between the parties and that all representations relating to said premises and to this Lease are included herein.

And Tenant covenants and agrees that this Lease and all the rights of the Tenant herein shall be subordinate to the lien of any bona fide mortgage or mortgages now on or which may hereafter be placed upon the said premises by the Landlord or the successor in title to the Landlord, during the term of this Lease; and said Tenant further covenants and agrees to execute any further instrument or instruments which the Landlord or successor in title to the Landlord may at any time require to subordinate this Lease to the lien of any such mortgage or mortgages, and the Tenant hereby appoints the Landlord or the successor in title to the Landlord the attorney in-fact of the Tenant, irrevocably, to execute and deliver such instruments for and in the name of the Tenant.

8. The annual rent for each period after the first year shall be based upon the rental figure of the first year which sum shall be increased by a sum equal to the percentage of said base figure by which the "Consumer Price Index-United States City Average - All Items", published by the Bureau of Labor Statistics, United States Department of Labor, being the most current monthly index available Two (2) months prior to the end of each year of this lease, exceeds the Index as published for the month of the inception of this lease. If this index is not available, the Tenant Review Committee may substitute a similar Index. In no event shall the rental as determined be below the initial lease amount.

In witness whereof, the parties hereto have hereunto set their hand and seals, and to a duplicate of the same tenor and date, this _____ day of _____ A. D., 19____

Signed, Sealed and Delivered

in the presence of

} (Seal)
} (Seal)
} (Seal)
} (Seal)

State of Connecticut, }
County of }

ss.

A. D., 19____

Personally appeared

signer and sealer of the foregoing instrument and acknowledged the same to be free act and deed, and the free act and deed of said corporation, before me.

COMMISSIONER OF SUPERIOR COURT,
NOTARY PUBLIC.

State of Connecticut, }
County of }

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| | | | | |
|--|--|--------------|--|--|
| | | <p>LEASE</p> | | |
|--|--|--------------|--|--|

APPENDIX A

Commencing on a point on the westerly line of Mountainville Road, said point being the northeasterly corner of the land herein described, thence along westerly line of Mountainville Road S. 00 12° 29" E. a distance of 66.13 feet to a point, thence continuing along westerly line of Mountainville Road S. 02 21° 36" W. a distance of 98.83 feet to a point, thence turning westerly along the dividing line of land now or formerly Michael A. Kallas, et ux and the land hereinafter described, S. 52 30° 45" W. a distance of 70.01 feet to a point, thence S. 64 02° 19" W. a distance of 50.51 feet to a point, thence S. 86 14° 13" W. a distance of 15.69 feet to a point, thence S. 70 32° 29" W. a distance of 51.51 feet to a point, thence turning northwesterly N. 23 27° 43" W. a distance of 147.16 feet to a point, which point being the southwesterly corner of land of now or formerly Michael J. Dratch, et ux, thence turning northeasterly along the northerly boundary of land herein described N. 65 27° 43" E. a distance of 60.00 feet to a point, thence W. 65 41° 03" E. a distance of 195.34 feet to the point or place of beginning.

BOUNDED:

Northerly: By lands now or formerly of Roger Metivier, et ux; Edward J. Sowell, et ux; Edward T. Connors, et al; Michael J. Dratch, et ux; and Marguerite Mitchell, each in part.

Easterly: By Mountainville Road.

Southerly: By land, now or formerly, of Michael A. Kallas, et ux and Alan Van Valkenburg; each in part.

Westerly: By other land of the City of Danbury.

The City of Danbury reserves a fifteen (15') foot wide right of way along the northerly property line to pass and repass and for the installation of utilities.

For a more particular description reference is made to a map entitled "Map Showing a Portion of Property of City of Danbury to be Leased to Montessori School Mountainville Road, Danbury, Conn. Scale 1" = 30'" dated April 1, 1987 revised April 28, 1987 and declared substantially correct by Irene M. Despejades, P. E. & L. E. S. No. 12050, which map is to be filed in the office of the Danbury Town Clerk.

SUBJECT TO such rights of way and easements over the above described property which may of record appear.

Revised April 28, 1987



40

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

PROGRESS REPORT

October 5, 1993

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

Re: Health and Housing Department Lease

The Common Council Committee appointed to review the lease for the Health and Housing Department met on April 5, 1993 and on September 21, 1993. The Health and Housing Department now leases space at 20 West Street and the WIC Program is located at 13 Main Street, a City owned property. It is the desire of the Director of the Health and Housing Department to move the WIC Program to a new location because the building at 13 Main Street is no longer adequate for their operation.

There is a proposal under consideration to relocate both 20 West Street and 13 Main Street to a new lease at 30 West Street. However, there are several other options that may be available in the near future such as other properties in the vicinity of City Hall or additional space at 20 West Street.

The committee is continuing to discuss all possibilities with the administration in an effort to recommend the most effective long term solution for the department's space needs.

Respectfully submitted,

THOMAS ARCONTI, Chairman

HARRY W. SCALZO

MICHAEL S. FAZIO



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

PROGRESS REPORT

October 5, 1993

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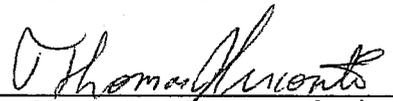
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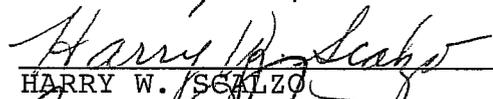
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THOMAS ARCONTI, Chairman



HARRY W. SCILZO



MICHAEL S. FAZIO



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

OFFICE OF THE CORPORATION COUNSEL

October 1, 1993

PLEASE REPLY TO:
59 Main Street
DANBURY, CT 06810
(203) 743-5504

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

RE: City of Danbury v Salame
Water charge dispute - 131 West St.
Account No. H14140-900

Dear Council President DaSilva:

With regard to the above captioned matter I am writing to request that the Council approve a settlement offer made by the Defendant to resolve this claim.

The settlement offer requires the Defendant to pay the actual amount of charges he disputed, Three Thousand One Hundred Thirty-Two and 24/100 (\$3,132.24) Dollars, plus interest to June 11, 1992 of One Thousand Five Hundred Twenty-Six and 98/100 (\$1,526.98) Dollars or a total of Four Thousand Six Hundred Fifty-Nine and 22/100 (\$4,659.22) Dollars.

As part of this settlement the City of Danbury Department of Public Utilities (water department) shall provide Mr. Salame with five (5) water hydrants which transfer was previously approved by the Council sometime ago at the time Mr. Salame's Mill Plain Road Complex was constructed.

Sincerely,

Peter N. Buzaid
Assistant Corporation Counsel

PNB:mh

cc: Christopher Setaro
William J. Buckley, Jr.
Paul Jaber, Esq.