

COMMON COUNCIL MEETING

NOVEMBER 5, 1992

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

PLEDGE OF ALLEGIANCE  
PRAYER

ROLL CALL

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

\_\_\_\_\_ Present \_\_\_\_\_ Absent

PUBLIC SPEAKING

MINUTES - Minutes of the Common Council Meeting held October 6th

CONSENT CALENDAR - The following item were presented by J. Esposito

- ✓1 ORDINANCE - Health Department - "40-foot distance" provision exemption - Section 9-18
- ✓2 RESOLUTION - Grant from the Conn. Fair Plan Anti-Arson Committee
- ✓3 RESOLUTIONS - Grants from the Conn. State Library through the Federal Library Services and Construction Act
- ✓4 RESOLUTION - Request for Proposed Comprehensive Leak Detection Survey
- ✓5 RESOLUTION - Storm Drainage Easements
- ✓6 COMMUNICATION - Donations to the Department of Elderly Services
- ✓7 COMMUNICATION - Donations to the Library
- ✓8 COMMUNICATION - Donation of FCI Float
- ✓9 COMMUNICATION - Children's Christmas Fund
- ✓10 COMMUNICATION - Copy costs
- ✓11 COMMUNICATION - Request from SNET Co. for an easement on Peck Road
- ✓12 COMMUNICATION - Office Space for Lease - West Street
- ✓13 COMMUNICATION & CERTIFICATION - Hatters Park Boiler Replacement
- ✓14 COMMUNICATION - Easement Acquisition - Sewage Treatment Plant Upgrade and Renovation Project
- ✓15 COMMUNICATION - Authorization for Mayor to sign Construction Letter Agreement

- ✓16 COMMUNICATION - Mutual Aid Agreement - Fire Emergencies
- ✓17 COMMUNICATION - Lease Extension Agreement - 111 Main Street
- ✓18 COMMUNICATION - Request for Water Extension - South Cove Road
- ✓19 COMMUNICATION - Request for Water Extension - South Cove Road  
(Custance Road)
- ✓20 COMMUNICATION - Water Connection for 24 Dogwood Drive
- ✓21 COMMUNICATION - Reports regarding request to use City land in front  
of Ciao's Restaurant
- ✓22 DEPARTMENT REPORTS - Engineering, Police Chief, Fire Chief, Fire  
Marshall, Department of Elderly Services, Parks and Recreation,  
Highways, Health & Housing, Public Utilities
- ✓23 REPORT - Charter Revision Commission Signatures
- ✓24 REPORT - Reapportionment Advisory Commission
- ✓25 REPORT - Peddlers Ordinance
- ✓26 REPORT - City owned Graves
- ✓27 REPORT - Request for Water Extension - 26 Woodside Avenue

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

CONSENT CALENDAR

November 5, 1992

- 2 - Approve grant application from Conn. Fair Plan Anti-Arson Committee  
\$491.50
- 3 - Approve grants from Connecticut State Library - \$11,905
- 4 - Approve grant application for Comprehensive Leak Detection Survey
- 5 - Approve acquisition of storm drainage easements for Sewer Treatment  
Plant
- 14 - Approve acquisition of easements for infiltration/inflow removal  
for Sewer Treatment Plant
- 21 - Approve receipt of reports on use of City land in front of Ciao's  
Restaurant and approve the request
- 26 - Approve City owned graves committee recommendations
- 27 - Approve request for water extension at 26 Woodside Avenue



# CITY OF DANBURY

DANBURY, CONNECTICUT 06810

HEALTH AND HOUSING DEPARTMENT  
20 WEST STREET

(203) 797-4625

October 28, 1992

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

Dear Mayor Eriquez and Common Council Members,

Section 9-18, Danbury Code of Ordinances currently requires that:

"No person shall....maintain any deposit or accumulation of manure, garbage, decaying vegetables, meat, fish offal, ashes, or any decaying matter except in an enclosed basement box vault or cellar not less than 40-foot distance from any street line and from any dwelling or public building;...."

For many properties, in the densely developed areas of Danbury, it is impossible to meet the "40-foot distance" provision. Other sections of the Danbury Code of Ordinances allow the Director of Health to grant exceptions, if justified. I am requesting that this section be amended to allow the Director of Health to grant exemptions when the 40 foot requirement would be impractical or would create an extreme hardship upon the owner of such a property.

The attached proposed resolution will amend Section 9-18 to allow for the exemption requested.

Thank you for your attention in this matter.

Sincerely,

William Campbell  
Director of Health

encl.





**CITY OF DANBURY**  
DANBURY, CONNECTICUT 06810



**DEPARTMENT OF POLICE**  
120 MAIN STREET

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

October 13, 1992

MEMO

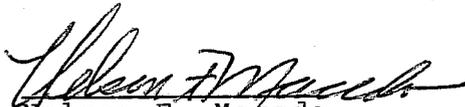
To: Elizabeth Crudginton, City Clerk  
Members of the Common Council

From: Chief Nelson F. Macedo

Subject: Grant Fund Application

Permission is requested to submit a grant fund application for arson equipment and supplies in the amount of \$491.50. All equipment and supplies will be assigned to this department's Crime Scene Unit for purposes of enhancing fire and arson investigation in this city.

Your approval of this request will be appreciated.

  
Nelson F. Macedo  
Chief of Police

NFM:ks  
enc.



## RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

\_\_\_\_\_ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Connecticut Insurance Industry has established the Connecticut FAIR PLAN Anti-Arson Committee for the purpose of subsidizing police and fire departments as well as prosecutors in meeting the costs of purchasing equipment relating to the prevention, investigation or prosecution of arson fires, where such equipment would not otherwise be available to them; and

WHEREAS, funds will be made available by the Committee to a maximum of \$500.00 if the grant application for the purchase of small items of equipment or material, is approved; and

WHEREAS, grant awards will be made three times a year with closing dates for applications being September 1st, January 1st and May 1st; and

WHEREAS, requests/applications must come from official state or local fire marshal's offices, police or fire departments or state's attorney's offices;

NOW, THEREFORE, BE IT RESOLVED that the Danbury Police Department, acting through Nelson F. Macedo, Chief of Police, is hereby authorized to apply for funds in the amount of \$491.50 during the grant application period(s), to accept such an award, if granted, and to do any and all things necessary and required to comply with the Committee's rules regarding the award.

October 28, 1992

3

Dear Honorable Council Members:

Danbury Public Library respectfully requests your support for the attached resolutions. Each resolution calls for the acceptance of a grant to the library from the Connecticut State Library, through the Federal Library Services and Construction Act.

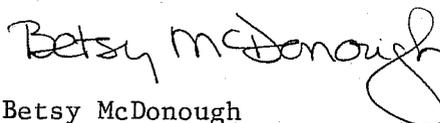
The purpose of each grant is as follows:

1. To improve the library's communication with local organizations that support minority populations in Danbury and provide a public forum where area residents can learn about the diversity within their City.
2. To aid Danbury Public Library staff in designing optimum on-line catalog hardware and software configurations for the library. This will be accomplished by purchasing and installing a full text periodical database and four printers to the library's existing pilot automated catalog project. Library staff will conduct a survey to assess customer success and satisfaction with multiple database access from a single workstation, and determine the impact on use patterns and hardware needs.
3. To provide the small business owner and potential owners in Danbury with an improved collection of print and nonprint resources to assist them in starting and successfully operating their businesses. This will be accomplished by working with the small business community to identify resources needed and the subsequent purchase of books, videos, journals, a compact disc database and audiobooks.

Once again in this time of tight budgets and fiscal constraints, I am proud that the librarians at Danbury Public Library are taking advantage of alternative funding opportunities. Their initiative and creativity in preparing these grants demonstrates their commitment to providing Danbury residents with vital, responsive library service.

Thank you for your consideration.

Sincerely,



Betsy McDonough  
Director



# RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, P. L. 101-245 (the most recent amendment of the Federal Library Services and 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 \$10,000 under said Federal Library Services and Construction Act, Title III, which requires an in-kind match of \$5,195 for a total amount of \$15,195; and

WHEREAS, the Danbury Public Library has closed its card catalog and is in the process of designing an optimum configuration of hardware and software needs for implementation of a permanent on-line catalog; and

WHEREAS, said grant will purchase four printers and printer supplies for one year to enable library customers to print out catalog citations and magazine articles; and

WHEREAS, questionnaire responses from library customers using the databases and printers will help library staff determine the best permanent on-line catalog for the Danbury community;

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

1. That in accordance with the requirements of the Grant Award, the City of Danbury will provide an in-kind match of \$5,195.

2. That all prior acts of authorized personnel of the Danbury Public Library and the Mayor of the City of Danbury in making application for said grant are hereby ratified and that the Mayor of the City of Danbury and the Director of the Danbury Public Library are hereby authorized to accept grant funds in the amount of \$10,000 for the funding period of January 1993 through September 1993 to further the purposes of said grant award.

3. That Gene F. Eriquez, Mayor of the City of Danbury, is hereby authorized to sign a Personal Services Agreement with the Connecticut State Library Board of Directors, acting by the State Librarian for payment of said funds and that he is further authorized to execute any amendments, recisions and revisions thereto and all other documents necessary to effectuate the purposes of said grant award; provided, however, that any amended provisions requiring additional expenditure of City of Danbury funds must receive prior approval of the Common Council.



# RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, P. L. 101-245 (the most recent amendment of the Federal Library Services and 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 \$3,845 under said Federal Library Services and Construction Act, Title III, which requires an in-kind match of \$2,560 for a total amount of \$6,405; and

WHEREAS, said grant will enable the library to purchase 30 books and 30 audiotapes on improving communication and coping with change; and

WHEREAS, cultural groups who have not traditionally been patrons of the library will be encouraged to participate in the library program;

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

1. That in accordance with the requirements of the Grant Award, the City of Danbury will provide an in-kind match of \$2,560;

2. That all prior acts of authorized personnel of the Danbury Public Library and the Mayor of the City of Danbury in making application for said grant are hereby ratified and that the Mayor of the City of Danbury and the Director of the Danbury Public Library are hereby authorized to accept grant funds in the amount of \$3,845 for the funding period of January 1993 through September 1993 to further the purposes of said grant award.

3. That Gene F. Eriquez, Mayor of the City of Danbury, is hereby authorized to sign a Personal Services Agreement with the Connecticut State Library Board of Directors, acting by the State Librarian for payment of said funds and that he is further authorized to execute any amendments, recisions and revisions thereto and all other documents necessary to effectuate the purposes of said grant award; provided, however, that any amended provisions requiring additional expenditure of City of Danbury funds must receive prior approval of the Common Council.



# RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

\_\_\_\_\_ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, P. L. 101-245 (the most recent amendment of the Federal Library Services and 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 \$7,310 under said Federal Library Services and Construction Act, Title III, which requires in-kind funds of \$4,150 for a total amount of \$11,460; and

WHEREAS, the City of Danbury has over 32 businesses per 1,000 residents (one-third higher than the national norm); and

WHEREAS, more than 55% of the firms belonging to the Chamber of Commerce employ fewer than 50 people; and

WHEREAS, the City of Danbury is focusing on attracting more small businesses as part of its downtown redevelopment project; and

WHEREAS, over 40% of reference questions received by the Danbury Public Library are business or job related; and

WHEREAS, said grant would purchase an estimated 125 book titles and 50 nonprint resources on small business topics;

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

1. That in accordance with the requirements of the Grant Award, the City of Danbury will provide an in-kind match of \$4,150;

2. That all prior acts of authorized personnel of the Danbury Public Library and the Mayor of the City of Danbury in making application for said grant are hereby ratified and that the Mayor of the City of Danbury and the Director of the Danbury Public Library are hereby authorized to accept grant funds in the amount of \$7,310 for the funding period of January 1993 through September 1993 to further the purposes of said grant award.

3. That Gene F. Eriquez, Mayor of the City of Danbury, is hereby authorized to sign a Personal Services Agreement with the Connecticut State Library Board of Directors, acting by the State Librarian for payment of said funds and that he is further authorized to execute any amendments, recisions and revisions thereto and all other documents necessary to effectuate the purposes of said grant award; provided, however, that any amended provisions requiring additional expenditure of City of Danbury funds must receive prior approval of the Common Council.



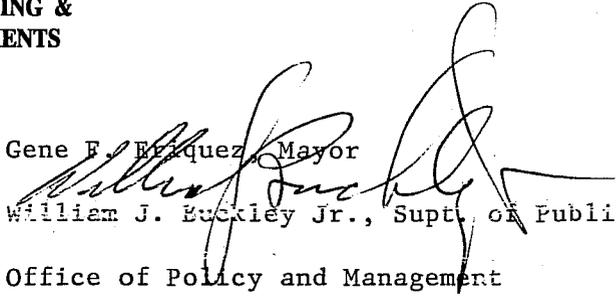
# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

WATER, SEWER, RECYCLING &  
SOLID WASTE DEPARTMENTS  
797-4539

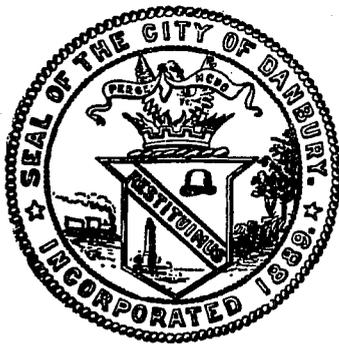
WILLIAM J. BUCKLEY JR., P.E.  
SUPERINTENDENT OF PUBLIC UTILITIES

TO: Gene F. Enriquez, Mayor  
FROM:  William J. Buckley Jr., Supt. of Public Utilities  
REFERENCE: Office of Policy and Management  
Request for Proposal  
Comprehensive Leak Detection Survey  
DATE: October 9, 1992

The Public Utilities Department, has been advised by the State's Office of Policy and Management (OPM) that we may be eligible for a grant. The grant, of up to \$100,000. is for a Comprehensive Leak Detection Survey of our water distribution system. Please forward this matter to the Common Council for their review and approval for us to apply for the grant.

MR/WJB/mp

cc: J. DaSilva  
D. Setaro  
J. Schweitzer  
file



# RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

\_\_\_\_\_ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the State of Connecticut Office of Policy and Management (OPM) is offering grant money in an amount of up to \$100,000.00 for a Comprehensive Leak Detection Survey of the water distribution system of the City of Danbury; and

WHEREAS, the Public Utilities Department of the City of Danbury is desirous of applying for and using said funding for this purpose;

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor of the City of Danbury be and hereby is authorized to make application for said grant funds and to take any additional action necessary to accomplish the purposes hereof.

# RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT



A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, as part of the Common Council approved Sewage Treatment Plant Upgrade and Renovation, the City has found it necessary to correct certain inflow problems in its sewer collection system which cause overload problems in the Sewage Treatment Plant during peak storm water conditions; and

WHEREAS, the purposes of said project require the acquisition of various easements both permanent and temporary to alleviate this inflow overload; and

WHEREAS, the City of Danbury is obliged to acquire interest in and to real property as hereinafter set forth; and

WHEREAS, eminent domain proceedings will be necessary if the City of Danbury cannot agree with the several owners hereinafter named upon the amount, if any, to be paid for the respective interests of each to be taken in and to the real property listed below;

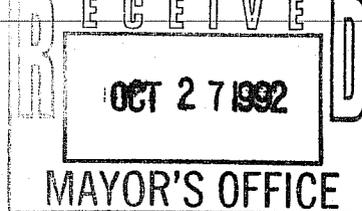
NOW, THEREFORE, BE IT RESOLVED that the Corporation Counsel of the City of Danbury is hereby authorized to acquire said property interests as set forth herein either by negotiation or by eminent domain through the institution of suits against the named property owners, listed below, their successors and assigns and their respective mortgage holders and encumbrancers, if any. Legal descriptions, as partially revised, are attached as Exhibits 1 through 22.

### Permanent Storm Drain Easements

Ex. No.	Owner (s)	Location	Sq. Ft.	I/I Site
1.	Da Silva, Joseph	Maple Ave.	1,574	(7)
2.	Davenport, James M.	White St.	13,859	(19)
3.	Madkour, Raymond and John E.	Maple Ave.	1,658	(7)
4.	Nolan, James A., Kim E., Robert G. and Mark J.	Balmforth Ave.	4,596	(7)
5.	Peterson, Ronald E. and Mary F.	White St.	1,575	(19)
6.	Soares, Jose and Isabel	Balmforth Ave.	896	(7)
7.	Volpe, Dominick C. and Mary S.	McDermott St.	1,528	(17)

### Temporary Storm Drain Construction Easements

Ex. No.	Owner (s)	Location	Sq. Ft.	I/I Site
8.	Americo Academy of Beauty Culture	Keeler St.	207	(12)
9.	Bennett, Richard D.	White St.	338	(18)
10.	Canzoniero, James G. and Joseph	White St.	2,250	(19)
11.	DaSilva, Joseph and Maria	Main St.	6,549	(14)
12.	DaSilva, Joseph and Maria	Center St.	4,016	(14)
13.	DiTullio, William	White St.	930	(19)
14.	Gulliver, H. Robert	Main St.	7,089	(6)
15.	Gunn, Gregory J. and Cahill-Gunn, Elizabeth Anne	Foster St.	1,190	(12)
16.	Immanuel Evangelical Lutheran Church	West St.	3,673	(11)
17.	Ivey, Paul G., Jr. and Toni A.	Highland Ave.	986	(4)
18.	Kallavrousis, Nick	White St.	504	(18)
19.	Lopes, Joaquim N. and Celina A.	Highland Ave.	1,600	(4)
20.	Palmer, F. Michael and Nancy L.	Foster St.	757	(12)
21.	Savings Bank of Danbury	Main St.	1,407	(9)
22.	Viera, George J. and Gallant, George	Foster St.	683	(12)



# 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

October 27, 1992

Mayor Gene 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 following donations have been given to the Department of Elderly Services for a number of different reasons.

We would ask you to accept these donations and approve their being transferred into the appropriate line items of the budget.

CT Light and Power Company (for the indigent seniors)	100.00	
* River Glen Continuing Care Center	50.00	(022000)
* Center School PTO	50.00	"
* Mary B. Rouse	10.00	"
* Doris Swensen	4.00	"
* Michelle Murphy	4.00	"
* Anonymous	<u>10.00</u>	"
<b>Total:</b>	<b>228.00</b>	

Thank you.

*Leo McIlrath*  
Leo McIlrath

MARY B. ROUSSE  
198 MAIN STREET, NO. 404  
DANBURY, CT 06810

10/12 1992 1672

51-110  
211

PAY TO THE ORDER OF Senior Center  
Ten

\$ 10 -  
DOLLARS

**Union Trust**

UNION TRUST COMPANY  
DANBURY OFFICE  
DANBURY, CONNECTICUT 06810

Mary B Rouse

MEMO

⑆02⑆⑆0⑆⑆08⑆⑆ 9⑆⑆649 064⑆⑆ 1672

AMERICAN W5

6

DORIS SWENSEN  
SUZANNE STASKO  
38 MIDDLETON DRIVE  
NEW FAIRFIELD, CT 06812

2657

8-19 1992

51-32 B5  
211

PAY TO THE ORDER OF Dept of Elderly Services

\$ 4  
00  
100  
DOLLARS

Four

Connecticut National Bank

MEMO: Seniority magazine

Doris Swensen

⑆02⑆⑆00329⑆⑆ 0748 3688⑆⑆ 2657

SCENIC AMERICANA

DELUXE WALLET

No Thank  
You  
necessary  
out of town  
charge

MICHELE F. MURPHY, ESQ.  
36 PARMALEE HILL RD.  
NEWTOWN, CT 06470

697

9/19 1992

51-44 B1  
119

PAY TO THE ORDER OF Dept Elderly Services

\$ 4.00  
DOLLARS

four and 00/100

Connecticut National Bank

MEMO

Therby

⑆0⑆⑆900445⑆⑆ 6355 3992⑆⑆ 0697

SAFETY PAPER

DELUXE WALLET

11

RIVER GLEN CONTINUING CARE CEN  
SOUTH BRITAIN ROAD  
SOUTHBURY CT 06488

No. 883150

5-39  
110

VENDOR NUMBER  
023424-9

DATE  
07-30-92

CHECK NUMBER  
883150

AMOUNT  
\*\*\*\*\*50.00

PAY: \*\*\*\*\*FIFTY+00/100DOLLARS

PAY TO THE  
ORDER OF

LORRAINE SWEENEY-RES BIRTHDAY  
C/O RIVER GLEN

*Ann K. Minny*  
AUTHORIZED SIGNATURE

THE FIRST NATIONAL BANK OF BOSTON  
BOSTON, MASSACHUSETTS 02110

⑈883150⑈ ⑆011000390⑆ 204 80004⑈

CONNECTICUT LIGHT AND POWER COMPANY		51-44 119
DATE OCT 15, 1992	VOUCHER NO. 14320-101592	AMOUNT ***100.00*
PAY TO THE ORDER OF	DANBURY SENIOR CENTER 80 MAIN STREET DANBURY, CT 06810	THIS CHECK HAS A PINK BACKGROUND VOID AFTER 6 MONTHS
CHECK NO. 198160	<i>C. S. Hayes</i> AUTHORIZED SIGNATURE	***100.00*
Connecticut National Bank HARTFORD, CONNECTICUT		

⑈000198160⑈ ⑆011900445⑆ 2262⑈

CENTER SCHOOL PTO BROOKFIELD		163
PAY TO THE ORDER OF <i>Danbury Senior Center</i>		19 92 51-10927211
<i>Fifty Dollars and 00/100</i>		\$ 50.00
		DOLLARS
CANDLEWOOD BANK AND TRUST COMPANY 30 GERMANTOWN ROAD DANBURY, CT 06810		
MEMO <i>Cultural</i>	<i>Donna M Sedlack</i>	
⑆021110924⑆		19520678⑈01 0163



6

# 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

October 27, 1992

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

Mayor Enriquez and Members of the Common Council:

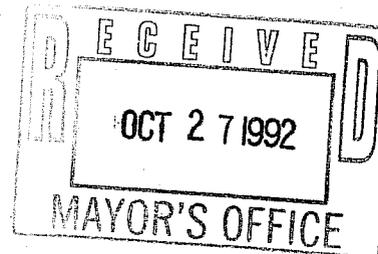
The following donations have been given to the Department of Elderly Services for a number of different reasons.

We would ask you to accept these donations and approve their being transferred into the appropriate line items of the budget.

CT Light and Power Company (for the indigent seniors)	100.00	
* River Glen Continuing Care Center	50.00	(022000)
* Center School PTO	50.00	"
* Mary B. Rouse	10.00	"
* Doris Swensen	4.00	"
* Michelle Murphy	4.00	"
* Anonymous	<u>10.00</u>	"
<b>Total:</b>	<b>228.00</b>	

Thank you.  
*Leo McIlrath*  
Leo McIlrath

October 26, 1992



Mayor Gene Eriquez

City Hall

Dear Mayor Eriquez:

We have received the following donations:

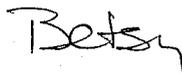
<u>DONOR</u>	<u>AMOUNT</u>
1. United Way of No. Fairfield County (donors employed by Olin Corp., 1-800-225-0418)	\$22.21
2. Evelyn S. Durgy 41 Farview Avenue, Danbury 06810	120.00

The funds need to be credited to the following line-items:

1. CONFERENCES	02-07-101-021002	\$ 22.21
2. BOOKS	02-07-101-061201	120.00

Please place these items on the agenda for the November Common Council meeting.

Sincerely,



Betsy McDonough  
Director

c: D. Setaro  
City Clerk

October 26, 1992

Mayor Gene Eriquez

City Hall

Dear Mayor Eriquez:

We have received the following donations:

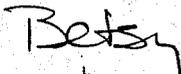
<u>DONOR</u>	<u>AMOUNT</u>
1. United Way of No. Fairfield County (donors employed by Olin Corp., 1-800-225-0418)	\$22.21
2. Evelyn S. Durgy 41 Farview Avenue, Danbury 06810	120.00

The funds need to be credited to the following line-items:

1. CONFERENCES	02-07-101-021002	\$ 22.21
2. BOOKS	02-07-101-061201	120.00

Please place these items on the agenda for the November Common Council meeting.

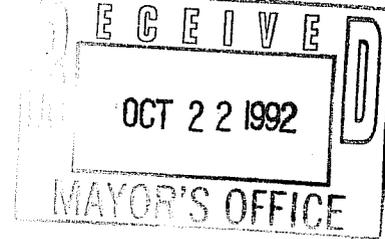
Sincerely,

Betsy McDonough  
Directorc: D. Setaro  
City Clerk



# CITY OF DANBURY

155 DEER HILL AVENUE  
DANBURY, CONNECTICUT 06810



8

DEPARTMENT OF PARKS & RECREATION  
HATTERS COMMUNITY PARK  
7 E. HAYESTOWN RD.

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

October 21, 1992

TO: Mayor Gene F. Eriquez and  
Members of the Common Council

FROM: Robert G. Ryerson *RGR*  
Director, Parks & Recreation

RE: Donation of F.C.I. Float

---

The Danbury Federal Correctional Institution, through Warden John Gulch and his assistant John Scozzafava, have offered the replica of the Santa Maria, which appeared in the recent Parade of Pride, to the City of Danbury.

I recommend acceptance of the ship, which can be displayed seasonally at Rogers Park pond. This will coincide with the Danbury Rotary Club's ambitious project to beautify the pond area. That project's scope of activity will be coming before the City for acceptance within the next two months.

The F.C.I. will weatherize the structure and build a float for display on the pond. The cost to the City will be the materials for winterizing the ship and building the float. Estimates are being gathered at this time.

I recommend that the project and gift be accepted.

RGR:fl  
c: Betty Crudginton, City Clerk



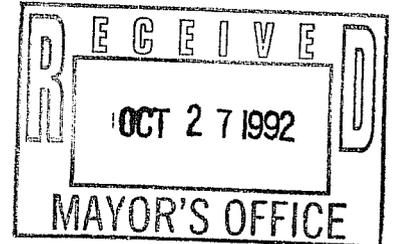
U. S. Department of Justice

Federal Bureau of Prisons

*Federal Correctional Institution*

Danbury, CT 06811

October 26, 1992



Mayor Gene F. Eriquez  
City of Danbury  
Danbury, Connecticut 06811

Dear Mayor Eriquez:

For the Greater Danbury 500 Columbus Parade, the Federal Correctional Institution, Danbury, Connecticut, erected a replica of the Santa Maria. On behalf of the Bureau of Prisons, I wish to donate this ship to the City of Danbury. It is our understanding from discussions with Robert Ryerson, Parks and Recreation Director, the ship will be placed on pontoons anchored in the pond at Rogers Park where it will be displayed with lights during the summer months. Also, a plaque will be placed at the site to apprise visitors of the ship's history.

It is always a pleasure to work closely with the local community to achieve goals of mutual concern. Please accept this benefaction with our good wishes.

Sincerely,

A handwritten signature in black ink, appearing to read "John C. Gluch".

John C. Gluch  
Warden



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DEPARTMENT OF PARKS & RECREATION  
HATTERS COMMUNITY PARK  
7 E. HAYESTOWN RD.

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

October 21, 1992

TO: Mayor Gene F. Eriquez and  
Members of the Common Council

FROM: Robert G. Ryerson *RGR*  
Director, Parks & Recreation

RE: Donation of F.C.I. Float

---

The Danbury Federal Correctional Institution, through Warden John Gulch and his assistant John Scozzafava, have offered the replica of the Santa Maria, which appeared in the recent Parade of Pride, to the City of Danbury.

I recommend acceptance of the ship, which can be displayed seasonally at Rogers Park pond. This will coincide with the Danbury Rotary Club's ambitious project to beautify the pond area. That project's scope of activity will be coming before the City for acceptance within the next two months.

The F.C.I. will weatherize the structure and build a float for display on the pond. The cost to the City will be the materials for winterizing the ship and building the float. Estimates are being gathered at this time.

I recommend that the project and gift be accepted.

RGR:fl

c: Betty Crudginton, City Clerk ✓

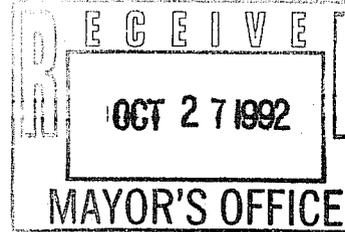
CONNECTICUT CHILDRENS SERVICES INC.  
P.O. BOX 2811 DANBURY, CT 06813

# Children's Christmas Fund

October 14, 1992

To: Gene Enriquez, Mayor and Joseph DaSilva,  
President, Common Council

Re: Children's Christmas Fund 1992



Each year, for the past eight years, the Common Council has contributed a portion of the annual firewood sales. Each year the Danbury News Times and Connecticut Children's Services, Inc. (a non profit 501 c3 charitable institution) distribute toys at Christmas to 3,000 children who are abused, neglected, and destitute and are active cases with the State Departments of Income Maintenance (Welfare), Children and Youth Services and Mental Retardation. Approximately 1,500 of the children reside in the City of Danbury.

We are again requesting your assistance this year. Due to the economy and passage of the income tax, we anticipate this to be the most challenging year in providing for the children. Your contribution of all or part of the firewood sales are critical and would be sincerely appreciated.

Sincerely,

*Joseph J. Ubaghs*  
Joseph J. Ubaghs, CISW  
Executive Director

797 4103

P.S. Check should be made out to Children's Christmas Fund, c/o Connecticut Children's Services, P.O. Box 2811, Danbury, Connecticut 06813

Phone: (203) 350-0799

*Let The Sunshine You Give  
to A Child Give You A  
Warm Feeling Inside!*



# Greater Danbury Area Childrens' Fund Makes Christmas Dreams Come True 9

By DOROTHY LANE

Childhood joys of the holiday season—those "visions of sugar plums" traditional to Christmas Eve dreams—aren't familiar to all youngsters. Some 4,000 of them in the Greater Danbury area, ranging from infants to 18-year-olds, live with parents who can provide only the barest needs; others call shelters or institutions "home" because their families can't care for them, or they have been abandoned.

But Connecticut Childrens Services Inc., an all-volunteer, nonprofit organization which has also sponsored a single parents support group and a Childrens Wish Fund that led to the establishment of the Make-A-Wish Foundation of Connecticut, has made this cause, through their Childrens Christmas Fund, one of their special projects. Since 1978—when Joseph J. Ubaghs, the program's founder and executive director, initiated a voluntary employee effort at the Department of Children and Youth Services, Danbury Regional Office, where he is a social worker—gifts or money to buy gifts have been gathered by volunteers and distributed to needy children by state social service departments workers. The fund has since become incorporated as a nonprofit corporation.

Mr. Ubaghs, who says his volunteers comprise "a hard-working core of seven people which swells to 60 at Christmas," related, "the numbers of kids grow each year—when we started there were 1,200. Last year, 3,500 children received gifts. Since there is always an increase, we're estimating 4,000 this Christmas."

One of the "hard-working core" that Mr. Ubaghs depends upon is Donna Sario of Kent who works for Datahr in Brookfield. Ms. Sario said when her colleague Joe Ubaghs suggested the childrens Christmas project 1978, "it sounded like a great idea." Ms. Sario, who also led a single mother support group's 12-week session, said she does this volunteer work because she has a teen-aged son and a 9-year-old daughter, and "likes to see them happy, I'm doing it for others that don't have as much as we do. It's just a regard for humankind, I guess."

While serving some 3,500 to 4,000 children, just in the 16 towns surrounding Danbury, may seem staggering, Mr. Ubaghs pointed out that giving new toys

and clothes to an anticipated 4,000 is nevertheless limited to children served by state agencies—the Department of Children and Youth Services, Department of Social Services-Income Maintenance, and, added last year, the state Department of Mental Retardation and the Pediatric Clinic of Danbury Hospital.

Distribution must be performed by state social workers who are routinely in touch with the children, he explained, to insure confidentiality of the children's situation. And, Mr. Ubaghs admitted, "It's getting too much for them to handle although they're aware of the need." And some children, though their residence is in a Greater Danbury town, may be in a treatment facility as far away as New London. But, he added, 95 percent are reached nearby.

The "local" aspect of the fund's work is its broad appeal, said Mr. Ubaghs, who has been involved with social work for 15 years, having moved from New York City to New Milford 10 years ago with his wife, Betty Ann, to accept a position with the Department of Youth and Children's Services. Mr. Ubaghs is also past president of the New Milford Jaycees. "Several organizations collect toys for children at Christmas, but not all will serve children close to home," he pointed out.

The Children's Christmas Fund got a boost—and their formal name—five years ago, Mr. Ubaghs explained, just as "the program was starting to take off," when the Danbury News-Times, through the paper's editor John Wilcox, offered to help administer the project. The newspaper supplied their fleet of vans for pick-up and delivery of the gifts and opened satellite offices in Ridgefield, Newtown and New Milford as collection depots. Full-page ads began the day after Thanksgiving and continued with regular advertising until just before Christmas.

This year a decision to "make an extra

effort" and start earlier was prompted by an increased solicitation by other charitable organizations for Christmas giving. The Oct. 1 ad began, "It's not too early to help make this Christmas a happy one for area children..." and urged delivery of new toys and clothes to town newspaper offices between Nov. 21, and Dec. 21 with checks payable to the Children's Christmas Fund to be sent to Connecticut Children's Services Inc., P.O. Box 2811, Danbury, Conn., 06813.

Buying gifts, rather than contributing money, is the emphasis, Mr. Ubaghs stated. It saves manpower to shop and wrap and saves the limited time volunteers and social workers have to complete the project. However, many who see the News-Times's continuing ads send a check in care of the paper, and volunteers there shop too, he said.

"We appeal to service organizations too," Mr. Ubaghs added, "for start-up money," noting that the New Milford Jaycees had already pledged \$700 for this year's fund. Some \$2,000 was raised this way in 1986, much of it coming from a real estate organization, and a labor union, he said.

"Networking is important," the fund's founder explained, noting that last year the Brookfield Jaycees had an excess of Christmas trees after their annual sale and passed them on to be distributed by the fund. "If we can connect with other organizations, our linking up can make the project more effective," he added.

Mr. Ubaghs expressed the hope that people who gave in 1986 would deliver this year's gifts earlier because those responding to the publicity for the first time are often "last minute. I'm hoping this year we can get money and gifts in earlier," Mr. Ubaghs said. "I can tell you, he continued, "there are some extreme situations, people who have nothing."

# Children's Christmas Fund a worthy holiday cause

Six years ago, John Wilcox, who was then general manager of The News-Times and is now publisher of The Globe in Joplin, Mo., a sister Ottaway newspaper, contacted Joseph J. Ubaghs, founder of the Connecticut Children's Service.

John had read that the Children's Service, an all-volunteer, non-profit organization, had started a voluntary employee effort at the Danbury regional office of the state Department of Children and Youth Services to buy Christmas toys and gifts for needy children in the Danbury area. The toys and gifts were to be distributed by state DCYS workers to the families of the youngsters.

John offered the help of The News-Times. It was accepted, and the Children's Christmas Fund, sponsored by the Connecticut Children's Fund and The News-Times, resulted. It's been a happy alliance and thousands of toys and presents have brightened what would have been bleak Christmases for many children of families who live in, but do

## Publisher's Notebook

By Forrest C. Palmer

not share, the many bounties of this very prosperous corner of the world.

Today, The News-Times is in the midst of its sixth year of raising and transporting toys for the Children's Christmas Fund. Our role this year, as in the past, is essentially the same. That is, the newspaper, through advertisements and stories, asks readers to contribute. The message varies very little from year to year. To quote from one of the early ads:

"The Christmas season is upon us, but for many children in this area the merriment and friendship associated with gift giving will not be part of their lives.

"They will find nothing in their stockings Christmas morning because their parents

are barely able to provide life's necessities. Other children have been abused and abandoned.

"But you can help. You can bring joy in a child's life through the Children's Christmas Fund."

We ask that you bring unwrapped gifts to The News-Times in Danbury or to one of the newspaper's bureau offices in New Milford, Newtown, Southbury or Ridgefield. Staff workers then see that the gifts are distributed to children up to age 18 in 15 Danbury area towns. It's our job to see that the gifts get to the state.

Toys come into the newspaper from a great variety of people and organizations. During the drive people are constantly stopping at the office and leaving gifts. Each year gifts come from schools — the effort of special classroom drives organized by teachers and children. Many offices in the area work together and come in with toys that have been purchased for the Children's

Christmas Fund. The toys are displayed under the Christmas tree in the lobby while awaiting transportation to the state offices.

When last I looked, there was a very expensive train set, several trucks and tractors, some GI Joe items, a number of cuddly dolls and teddy bears, an airport play set, a football and an oil painting set among others.

Some people prefer to make cash contributions. Last year, a gentleman who identified himself only as Bob handed our receptionist an envelope which contained four \$100 bills. He said it was for the children.

The money that is collected at the newspaper is used to buy more gifts, and that is a special project for Margaret Piela, our executive secretary. Margaret and her husband, John, go on an all-out shopping spree at Caldor's, which gives the fund a special 10 percent discount. Margaret tries to use the

money to buy gifts for teen-agers to augment the wide variety of toys that make up the majority of gifts.

Last year, the drive at the newspaper brought in approximately 4,500 toys and better than \$1,000. This year we're hoping to top that figure because the need is even greater.

This annual Christmas appeal is probably the most successful of the newspaper's community projects. And it certainly is one that is most rewarding to all of us who work at The News-Times. For Christmas is truly a time for sharing. And who among us wants to think of a child going without a special Christmas gift, especially in a land where so many have so much?

I'm grateful that John Wilcox and Joseph Ubaghs joined forces six years ago. The Children's Christmas Fund is a tradition we intend to keep alive.

## The News-Times

333 Main St., Danbury, Conn. 06810  
(203) 744-5100

Forrest C. Palmer  
President and Publisher  
Wayne J. Shepperd  
General Manager

(USPS 001-260)

Vol. 105, No. 335, December 4, 1966

Published daily and Sunday and certain legal holidays by the Danbury (Conn.) Publishing Company, Division of Ottaway Newspapers Inc., Main St., Danbury, Connecticut 06810.

National Adv. Rep.: Landon Associates,  
750 Third Ave.  
N.Y. 10017

October 22, 1992

Councilman Donald Boughton  
Danbury City Hall  
155 Deer Hill Ave.  
Danbury, Ct. 06810

Re: Cost of Copies

Dear Mr. Boughton,

I would like to respectfully request you to put on the agenda for the Common Council November meeting a request to look into the cost for a city resident to make copies of city documents and reports.

As a concerned citizen I have paid over 130 dollars so far this year to get the copies of city documents which I needed to study before I could speak out at city meetings. One example was the mobile home ordinance which I wanted to study because I thought it was a good idea to change these requirements. Even the master plan for Tarrywile cost as much as a expensive book.

Councilmen, Commissioners, City Employees and Reporters all get these documents for free. I feel the taxpayers should also ~~also~~ have this privileged. Birth Certificates, Marriage Licenses, and Death Notices could cost something, but the charge for everyday paperwork is unfair to concerned citizens. This charge alone prevents citizen participation.

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

*Lynn Waller*



October 12, 1992

City of Danbury, Common Council  
155 Deer Hill Avenue  
Danbury, Conn. 06810

Re: Request from SNET Co. for an easement on Peck Rd;  
Property of the City of Danbury at the Margerie Reservoir

Dear Common Council:

The Southern New England Telephone Company is requesting an easement area for the placement of telephone transmission cabinets. I have enclosed 2 copies each of the survey and site plan for your review.

Also enclosed is a copy of the letter from the Danbury Water Dept., stating their approval.

For any questions or concerns, I may be reached at 744-2112, during the day.

If you approve, please advise me of my next course of action and of all departments concerned.

Thank you for your prompt attention.

Very truly yours,

A handwritten signature in cursive script that reads "Shirley N. Bosley".

Shirley Bosley  
Right-of-Way Agent



# CITY OF DANBURY

155 DEER HILL AVENUE  
DANBURY, CONNECTICUT 06810

WATER, SEWER, RECYCLING &  
SOLID WASTE DEPARTMENTS  
797-4539

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

October 1, 1992

Ms. Shirley Bosley  
Right of Way Agent  
SNET  
72 Sand Pit Road  
Danbury, CT 06810

RE: Easements on Peck Road

Dear Ms. Bosely:

We have reviewed your request for an easement on Peck Road and concur in the design and placement of the SNETCO cabinet.

You must now seek approval of the easement from the Danbury Common Council. When you request approval and copy of the proposed easement, map and other appropriate documents should be attached to the request.

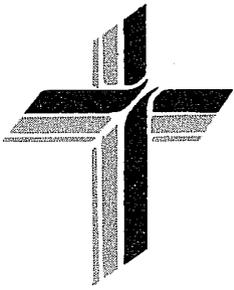
It is suggested that you coordinate your efforts with the City Engineer prior to submittal of your request.

Paul Galvin  
General Forman

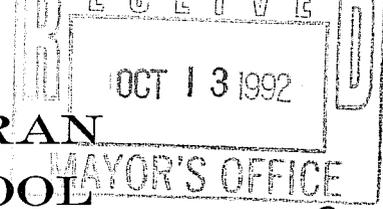
PG/sm

cc: Jack Schweitzer  
Eric Gottschalk





# IMMANUEL LUTHERAN CHURCH AND SCHOOL



12

32 WEST STREET

DANBURY, CONNECTICUT 06810

(203) 748-3320

PASTORS

RICHARD E. KUEHNERT, JR., M.DIV.  
DAVID A. JOHNSON, M.DIV., M.MUS.

SCHOOL ADMINISTRATOR  
CHRISTINE ROWE, M.S. ED.  
(203) 748-7823

October 8, 1992

The Honorable Gene Eriquez  
Mayor, City of Danbury  
155 Deer Hill Avenue  
Danbury, CT 06810

Dear Mayor Eriquez,

We are writing to let you know that we have office space available for lease in the building we own next to our church at 30 West Street.

Recently, we made a proposal to Bill Campbell, Director of Health and Housing to lease the entire building to his department. It is our understanding that there may be some uncertainty as to their ability to do so. If that is the case, perhaps some other city agency would be able to use it.

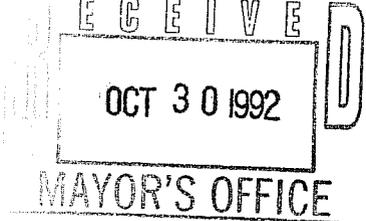
The building consists of 4800 sq. ft. on two floors plus attic and basement storage areas. It has three entrances and is easily dividable. Parking is available behind the building and also in the adjacent area behind the church.

Should there be any interest on the part of a city agency, we would be pleased to show the space and discuss it further.

Very truly yours,

Richard D. Walter  
Church Rental Property Committee

RDW:esw



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

13

DEPARTMENT OF PARKS & RECREATION  
HATTERS COMMUNITY PARK  
7 E. HAYESTOWN RD.

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

October 29, 1992

TO: Mayor Gene F. Eriquez and  
Members of the Common Council

FROM: Robert G. Ryerson *RR*  
Director, Parks & Recreation

RE: Hatters Park Boiler Replacement

Rick Palanzo's estimates, which we offered to the Common Council back in June, have fallen far short of expectations.

Jansen and Rogan and Brooks Companies have done the engineering specifications and the bids have been opened for the project. The engineering fees totalled \$11,300 and that money has been encumbered.

The project's cost breakdown is as follows:

Boiler replacement	\$39,900
Domestic water piping	11,975
Asbestos Removal	3,660
Monitoring Asbestos Removal	1,500
Water Fee Hookup	3,200
Temporary Heating of building	8,340
	<hr/>
	\$68,575

Conversation with the Director of Finance concludes we have the following:

Unencumbered Funds	\$30,087
Available Funds thru October 1992	10,275
	<hr/>
	\$40,362

13

TO: Mayor Eriquez & Common Council      October 29, 1992  
RE: Boiler Replacement

---

This will leave us needing \$28,213 from the contingency fund along with the \$10,275 available in funds thru October 1992.

The two sources of revenue, that is, the bowling alley and Ambrose leases, will generate \$20,500 from now thru June 1993. Conservatively estimating the banquet room and pavilion rentals will generate approximately \$2,000/month for the remainder of the fiscal year.

I recommend the Common Council approve the necessary transfer of \$38,488 to the Hatters Park Improvement account as referenced in the Director of Finance's certification.

I will return to the Common Council later in the fiscal year making the necessary request to balance this transfer.

RGR:fl  
c: Dominic A. Setaro, Jr.





13

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DEPARTMENT OF PARKS & RECREATION  
HATTERS COMMUNITY PARK  
7 E. HAYESTOWN RD.

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

October 29, 1992

TO: Mayor Gene F. Eriquez and  
Members of the Common Council

FROM: Robert G. Ryerson *GR*  
Director, Parks & Recreation

RE: Hatters Park Boiler Replacement

Rick Palanzo's estimates, which we offered to the Common Council back in June, have fallen far short of expectations.

Jansen and Rogan and Brooks Companies have done the engineering specifications and the bids have been opened for the project. The engineering fees totalled \$11,300 and that money has been encumbered.

The project's cost breakdown is as follows:

Boiler replacement	\$39,900
Domestic water piping	11,975
Asbestos Removal	3,660
Monitoring Asbestos Removal	1,500
Water Fee Hookup	3,200
Temporary Heating of building	8,340

\$68,575

Conversation with the Director of Finance concludes we have the following:

Unencumbered Funds	\$30,087
Available Funds thru October 1992	10,275
	<u>\$40,362</u>

13

TO: Mayor Eriquez & Common Council      October 29, 1992  
RE: Boiler Replacement

---

This will leave us needing \$28,213 from the contingency fund along with the \$10,275 available in funds thru October 1992.

The two sources of revenue, that is, the bowling alley and Ambrose leases, will generate \$20,500 from now thru June 1993. Conservatively estimating the banquet room and pavilion rentals will generate approximately \$2,000/month for the remainder of the fiscal year.

I recommend the Common Council approve the necessary transfer of \$38,488 to the Hatters Park Improvement account as referenced in the Director of Finance's certification.

I will return to the Common Council later in the fiscal year making the necessary request to balance this transfer.

RGR:fl  
c: Dominic A. Setaro, Jr.



13

# 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 29, 1992

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

CERTIFICATION #8

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

RE: Hatter's Park Boiler Project

In reference to the attached request from Parks & Recreation Director, Robert Ryerson, in order to complete the replacement of the boiler at Hatter's Park, an additional \$38,488 will be needed. As I am sure you are aware, all capital improvements that are made to Hatter's Park are primarily funded from revenues that are derived from that facility. In this case, the additional funds of \$38,488 would have normally come from the revenues. Since to date we only have \$10,275, I would recommend that the Common Council approve the appropriation of that amount from the revenue account and the balance of \$28,213 be appropriated from the Contingency Fund. It is anticipated that the \$28,213 will be available prior to the end of this fiscal year for appropriations if needed.

Therefore, I certify the availability of \$10,275 from the Hatter's Park Revenue Account and \$28,213 from the Contingency Fund to be transferred to a new capital account entitled, "Hatter's Park Improvements".

Balance of Contingency Fund	\$587,216.67
Less this request	<u>- 28,213.00</u>
Balance	\$559,003.67

Should you need any additional information, feel free to give me a call.

Dominic A. Setaro, Jr.

DAS/jg

Attach.

cc: Robert Ryerson



# CITY OF DANBURY

155 DEER HILL AVENUE  
DANBURY, CONNECTICUT 06810

WATER, SEWER, RECYCLING &  
SOLID WASTE DEPARTMENTS  
797-4539

14  
WILLIAM J. BUCKLEY JR., P.E.  
SUPERINTENDENT OF PUBLIC UTILITIES

October 8, 1992

TO: Gene F. Eriquer, Mayor  
FROM: *W.J. Buckley Jr.* W.J. Buckley Jr., Supt. of Public utilities  
RE: Easement Aquisition--Sewage Treatment Plant  
Upgrade and Renovation Project

On July 7, 1992 the Common Council in Resolution No. 11, approved the aquisition of certain easements to remove inflow problems in the sewer collection system, consistent with the Court stipulated Upgrade and Renovation Project. Completion of the design has required modification, addition and deletion of some of the previously approved easements. The easements for sites 7,17, and 19 have been modified; and those for sites 13 and 19 are no longer required as this work has been deleted from the contract.

Attached is a revised tabulation of easements, both temporary and permanent, which will be required for the project. Descriptions and mapping for those easements which have been revised are also enclosed.

Please ask the Common Council to approve the revised easements so they may be obtained.

WJB:mp  
cc: w/encl.  
R. Gottschalk  
D. Setaro  
J. Schweitzer  
J. DaSilva  
file

14

Easement Aquisitions  
 Sewage Treatment Plant Upgrade and Renovation Project  
 Infiltration/Inflow Removal  
 October 7, 1992

<u>I/I_Site_No</u>	<u>Property_Owner:</u>	<u>Size of Easement (SF)</u>	
		<u>Temp.</u>	<u>Perm</u>
4	Paul G. Jr. and Toni A. Ivey Highland Avenue	986	0
4	Joaquim N. and Maria Celina A. Lopes Highland Avenue	1,600	0
6	H. Robert Gulliver Main Street	7,089	0
7	Joseph DaSilva Maple Avenue	0	1,574
7	Raymond and John E. Madkour Maple Avenue	0	1,658
7	Jose and Isabel Soares Balmforth Avenue	0	896
7	James A., Kim E., Robert G., and Mark J. Nolan Balmforth Avenue	*	4,596
9	Savings Bank of Danbury Main Street	1,407	0
11	Immanuei Evangelical Lutheran Church West Street	3,673	0
12	Gregory J. Cahill and Elizabeth Anne Gunn Foster Street	1,190	0
12	George J. Viera and George Gallant Foster Street	683	0
12	F. Michael and Nancy L. Palmer Foster Street	757	0

<u>I/I Site No.</u>	<u>Property Owner</u>	<u>Size of Easement (SF)</u>	
		<u>Temp</u>	<u>Perm</u>
12	Americo Academy of Beauty Culture Keeler Street	207	0
14	Joseph and Maria DaSilva Main Street	6,549	0
14	Joseph and Maria DaSilva Center Street	4,016	0
17	Dominick C. and Maria S. Volpe McDermott Street	0	1,528
18	Richard D. Bennett White Street	338	0
18	Nick Kallavrousis White Street	504	0
19	James G. and Joseph Canzoniero White Street	2,250	0
19	Ronald E. and Mary F. Peterson White Street	0	1,575
19	James M. Davenport White Street	*	13,859
19	William D. Tullio White Street	930	0

\*Temporary easements required for access and some piping.  
Location of easment shown on mapping.



15

**CITY OF DANBURY**  
**DANBURY, CONNECTICUT 06810**

**FIRE DEPARTMENT**  
**19 NEW STREET**

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

October 21, 1992

To: Members of the Common Council  
From: Antonio L. Lagarto, Fire Chief  
Subject: Authorization for Mayor to Sign Construction Letter Agreement

I do hereby request that the Common Council of the City of Danbury authorize the application of Mayor Gene Eriquez's signature to the enclosed Letter of Agreement between the State of Connecticut and the City of Danbury covering fire alarm work for Ct. Route 39 and Ct. Route 53, City of Danbury, State Project No. 34-244.

The work that must be done is essential so we may maintain fire alarm service to two schools and a number of street alarm boxes. There should be little or no actual out-of-pocket cost to the Fire Department and the City after completion of the work.

As you can determine by the date on the letter from Mr. Kenneth F. Rapoza, Trans. Utilities Engineer, to Mr. John A. Schweitzer, Jr., City Engineer, the twenty-one days to sign and return expired on September 1, 1992. I have been assured that if this agreement is signed and returned after the November 5, 1992 Common Council Meeting, it will be received before the contract for the work is awarded and this will meet the State requirements.

Thank you for your assistance and support. If there are any questions, please feel free to contact me.

Sincerely,

Antonio L. Lagarto  
Fire Chief

ALL:mw

c:Mayor Gene F. Eriquez  
E.Gottschalk, Corporation Counsel  
J.Schweitzer, City Engineer  
D. Setaro, Finance Director

STATE OF CONNECTICUT  
DEPARTMENT OF TRANSPORTATION

24 WOLCOTT HILL ROAD, P.O. BOX A  
WETHERSFIELD, CONNECTICUT 06129-0801

Phone: 666-7383



AUG 13 1992

Engineering Dept.

August 11, 1992

City of Danbury  
155 Deer Hill Avenue  
Danbury, CT 06810

Attn: Mr. John A. Schweitzer, Jr.  
City Engineer

Gentlemen:

Subject: Transmittal of Construction Letter Agreement for Signature  
Traffic Signal Computerization & Minor Improvements on  
Conn. Route 39 & Conn. Route 53  
City of Danbury  
State Project No. 34-244  
Federal Aid Project No. N/A

Enclosed is a Letter Agreement, together with a copy, for the minor adjustments to your facilities on the above-noted project.

Will you please have a duly authorized representative indicate his approval and concurrence to this Letter Agreement, by signing, and returning the enclosed copy to me within 21 days in the envelope provided.

Very truly yours,

A handwritten signature in black ink, appearing to read "Kenneth F. Rapoza", written over a horizontal line.

Kenneth F. Rapoza  
Trans. Utilities Engineer  
Bureau of Engineering  
and Highway Operations

Enclosures

STATE OF CONNECTICUT  
DEPARTMENT OF TRANSPORTATION

24 WOLCOTT HILL ROAD, P.O. BOX A  
WETHERSFIELD, CONNECTICUT 06129-0801

Phone: 666-7383

AUG 13 1992

Engineering Dept.

AUG 11 1992

City of Danbury  
155 Deer Hill Avenue  
Danbury, CT 06810

Attn: Mr. John A. Schweitzer, Jr.  
City Engineer

Gentlemen:

Subject: Public Utility Adjustments on  
State Maintained Highways  
Traffic Signal Computerization & Minor  
Improvements on Conn. Route 39 & Conn.  
Route 53  
City of Danbury  
State Project No. 34-244  
Federal Aid Project No. N/A

On March 23, 1992, you were advised that your fire alarm facilities might be in conflict with the proposed construction of the subject project by the State.

Your letter estimate of the cost of these adjustments, dated July 10, 1992, in the amount of Four Thousand Two Hundred Seven Dollars and Sixty Cents (\$4,207.60) less any depreciation reserve credits, of which the State's share is Two Thousand One Hundred Three Dollars and Eighty Cents (\$2,103.80) less any depreciation reserve credits, is accepted by the State and made part of this Letter Agreement.

The actual adjustment to these facilities shall be governed by the rules established by the State and entitled: "Public Service Facility Policy and Procedures for Highways in Connecticut," dated June 1, 1987, and "A Policy on the Accommodations of Utilities on Highway Rights-of-Way," dated April 1, 1977.

The estimate does not incorporate depreciation reserve credits as determined by the cost of the original installation, the life expectancy of the original facility and the unexpired term of such life use. The depreciation reserve credit must be computed before final payment is made to the Utility.

The State's equitable share of the cost of the adjustment of affected Utilities, as designated in the attached estimate, shall be in conformance with Section 13a-126 of the General Statutes of Connecticut, as revised. Whereas this work is required

due to construction along a state maintained highway, on which access is not limited, the equitable share of the cost to be borne by the State shall be 50 percent of the cost of readjustment, relocation or removal after deductions provided under Section 13a-126 of the General Statutes of Connecticut, as revised.

The records and accounts of the Utility shall be made available in the Utility's office for audit, upon request, by authorized representatives of the State.

The Utility shall assume full responsibility for the accuracy of all data design and other products of engineering work created, prepared or produced by it, relative to the Installations and Adjustments, as herein provided for under the terms of this Agreement; and it shall also assume full responsibility for all costs of every name and description, which may be incurred by the State as a result of any errors or omissions contained in said documents, provided, however, the utility shall have no such responsibility with respect to any inaccuracies, errors or omissions resulting from inaccuracies, errors or omissions on or in any plans, drawings or other data furnished to the utility by the State or its contractors. The State recognizes that the Installations and Adjustments proposed by the utility, and the estimated cost thereof, assume the accuracy of plans, drawings and other data furnished by the State or its contractors, and in the event any such plans, drawings or other data shall contain inaccuracies, errors or omissions requiring the modification of the Installations and Adjustments proposed by the Utility, the same and the cost thereof shall be modified as required.

The Utility shall prepare certain report forms required for the State's review of the Utility's billing of costs. State Form CON.40 shall be used for the daily reporting of labor, inspection, supervision or any other related on-site work, as well as equipment and materials used in the work, and will be prepared by the Utility and certified by a representative of the State and the Utility. Materials used and recovered on temporary work, as well as permanent plant items removed, shall be reported on State Form CON.41 in the same manner, as required.

All authorized actual and related indirect costs shall be accumulated under a work order or a job order accounting procedure, acceptable to the Commissioner, and permitted by the regulations of the Department of Public Utility Control.

Upon demand of the Utility, partial payment will be made by the State for incurred cost, based on 90 percent of the State's share billed, not to exceed 90 percent of the State's equitable share, as indicated on the attached estimate.

All requests for payment shall be submitted on State Form CLA-3, together with pertinent vouchers and cost records. The final bill, covering the State's equitable share of all costs incurred, shall be submitted to the State within a period of six (6) months of the completion of the Project by the State.

Final payment will be made for actual cost incurred, after final audit and after all exceptions have been resolved.

The Utility agrees that it shall preserve all of its records and accounts concerning the implementation of this Agreement for a period of three (3) years after final payment under this Agreement. If any litigation, claim or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved.

The Utility shall save harmless the State and all its officers, agents and employees from all suits, actions or claims of any name or description, brought for, or on any account of, any injuries or damages received or sustained by any persons or property in consequence of performing the work required on any relocation, readjustment or removal of its public service facilities, or on any omission of such work.

Unreasonable delays on the part of any Utility in relocating, adjusting, or removing its facilities, after receiving due notice from the State to do so, may make the Utility liable to the State's contractor for redress due to the delays it has incurred.

The Utility shall comply with the provisions contained in Exhibit "A" dated April 1, 1992, entitled "Administrative and Statutory Requirements" (including attachments), a copy of which is attached and hereby made part of this Agreement.

No formal agreement for the minor adjustments herein provided for will be required.

Authorization for the Utility to proceed to adjust its facilities by its own forces or by a certified continuing contractor will be given by the District Engineer, Mr. Wayne W. Blair, District #4, 359 South Main Street, Thomaston, CT 06787, who is in charge of construction.

Very truly yours,



Earle R. Munroe, P.E.  
Director of Engineering  
Bureau of Engineering  
and Highway Operations

Above stipulation agreed to and concurred with by the duly authorized representative of the City of Danbury

\_\_\_\_\_  
Name:  
Title:

Attachments



**CITY OF DANBURY**  
**DANBURY, CONNECTICUT 06810**

RECEIVED

AUG 13 1992

5

Engineering Dept.  
 CHIEF

ANTONIO L. LAGARTO  
 (203) 796-1550

FIRE DEPARTMENT  
 19 NEW STREET

BILL TO: ATTN. KENNETH RAPOZA

DATE: 7-10-92

INVOICE#: \_\_\_\_\_

FOR: STATE PROJECT NO. 34-244

-----  
 This estimate includes the REROUTING AND RELOCATION  
 OF CITY FIRE ALARM WIRES AND ALARM BOXES ON  
 RTS 39 AND 53

800' Figure 8 WIRE

Figure 8 HANGER T2245

Terminal Boots # 500 mb

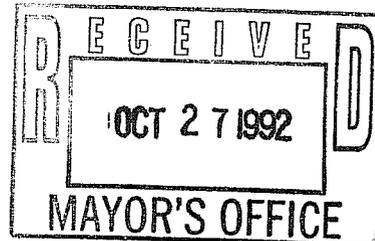
40' 1/2" CONDUIT

MISC SUPPLIES AND CONNECTORS

} \$ 2178.00

80 hrs Labor 25.37 per hr

} \$ 2029.60



# CITY OF DANBURY

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

10

PLEASE REPLY TO:

DANBURY, CT 06810

MEMO TO: Gene F. Eriquez, Mayor  
Antonio Lagarto, Fire Chief

FROM: Laszlo L. Pinter, Assistant Corporation Counsel

RE: Fire Department Mutual Aid Agreement

DATE: October 27, 1992

Attached for your review and commentary is the final draft of the mutual aid agreement for the intercommunity provision of fire fighting services. Hopefully, we've been able to hone the various provision of this agreement to a fine perfection (legally, anyway).

Please read the proposal and advise me as to your intention to have this appear on the next Council agenda (November 6). I will have the agreement ready to be sent upon your advice. I would also again suggest that Saranne Murray review the proposal before it comes out of committee.

Laszlo L. Pinter

attachment

cc:

Eric L. Gottschalk  
Corporation Counsel

**DRAFT**

**MUTUAL AID AGREEMENT  
FOR ADDITIONAL FIRE PROTECTION**

100

**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 1992, by and between DANBURY, NEW FAIRFIELD, and SHERMAN, each a City or Town in the State of Connecticut and BREWSTER, PATTERSON, PAWLING, AND PUTNAM LAKE in the State of New York.

**WITNESSETH THAT;**

**WHEREAS**, each of the parties has certain personnel, facilities, equipment and resources for fire prevention and fire fighting (Fire Equipment and Personnel); and

**WHEREAS**, each of the parties recognizes the possibility that, in fire emergencies, its own Fire Equipment and Personnel may not be adequate to afford full and complete protection within a party's area of operation; and

**WHEREAS**, it is mutually accepted by the parties that the procurement and preparation of specialized equipment that is economically unfeasible for an individual party may be achieved and maintained by mutual effort; and

**WHEREAS**, the authority to furnish Fire Equipment and Personnel between cities and towns is provided in Section 7-310 of the Connecticut General Statutes, as amended, for the parties located in the State of Connecticut; and in the New York General Municipal Law, for the parties located in the State of New York; and

WHEREAS, the parties to this Agreement wish to establish and carry into effect a plan to provide mutual aid for fire protection in emergency situations.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein expressed, the respective parties hereto agree as follows:

1. In the event one party requires additional Fire Equipment and Personnel for emergency assistance and protection, above and beyond that which said party can furnish in its own behalf from its own resources, then and in such event, upon the call of any party hereto, any other party or parties may respond by sending fire apparatus or other emergency equipment and personnel for the purpose of assisting in emergencies. The rendering of assistance under the terms of this Agreement shall not be mandatory, but the party or parties receiving the request for assistance should immediately inform the requesting party if, for any reason, assistance cannot be rendered. As used in this Agreement, the term "fire department" shall mean any lawfully organized fire fighting force, however constituted.

2. The Chief Executive Officer of any party may delegate to the Chief or officer-in-charge of the fire department, or his counterpart, any of the powers and duties contained in this Agreement, excluding the power to request assistance pursuant to this Agreement, with whatever limitations he deems appropriate.

Notice of such delegation shall be given to the other parties. The nature and extent of assistance furnished by any party to any other party or several other parties shall be determined by the chief or officer-in-charge of the responding fire department on the basis of the prevailing needs in the area of the responding party.

3. The fire fighters, rescue attendants, and other agents and employees of the party or parties rendering assistance to any party under this Agreement shall so act under the direction, control and command of the appropriate official of the party requesting such aid. The incident commander of the requesting fire department shall assume full charge of the general operations, but if he specifically requests a senior officer of a fire department rendering assistance to assume command, he shall not, by relinquishing command, be relieved of his responsibility for the operation; provided that the apparatus, personnel, and equipment of each agency or agencies rendering assistance shall be under the immediate supervision of and shall be the immediate responsibility of the senior officer of that fire department or those fire departments rendering assistance who shall in turn be under the supervision of the head of the fire department of the requesting party or a senior officer of a responding department who has accepted the responsibility of command from the requesting party.

4. The chief fire officers and personnel of all parties to this Agreement are invited and encouraged, on a reciprocal basis, to frequent each other's activities for guided familiarization tours consistent with local security requirements and, as feasible, to jointly conduct pre-fire planning inspections and drills.

5. The chief officers of the fire departments of the parties to this Agreement are authorized to meet and to draft any detailed plans, equipment inventories, reimbursement guidelines and procedures of operations necessary to implement this Agreement. Such plans and procedures of operations shall become effective upon ratification by all of the signatory parties.

6. (a) The mutual assistance rendered in accordance with this Agreement is consideration for receiving or obtaining services, personnel, and equipment from another party.

(b) Notwithstanding the provisions of subparagraph (a) of this Paragraph 6, the party requesting aid in the form of Fire Equipment Personnel shall be responsible for reimbursement to parties rendering such aid for expenses incurred in the use of chemical agents or foams and disposal equipment and supplies used in the control of the emergency for which aid was requested. The party or parties providing such aid shall submit a request for reimbursement in accordance with such procedures

as are established in accordance with Paragraph 5 and/or a Standard Operating Procedure developed under Paragraph 10. The party requesting such aid shall make appropriate reimbursement of expenses within a period of sixty days of the date the request for reimbursement is submitted without regard to the ultimate source of funding for expenses.

7. (a) Each of the parties hereto waives any and all claims against any other fire department which claims may arise out of its activities outside its respective jurisdiction under this Agreement, to the extent that each party may legally waive such claims, and subject to the provisions of Conn. Gen. Stat. §7-433d.

(b) Notwithstanding the provisions of Paragraph 8, each requesting party under this Agreement shall indemnify and save harmless any party or parties rendering assistance under this Agreement from all claims by third parties for property damage or personal injury which may arise out of the activities of the rendering party outside its jurisdiction, to the extent allowable by law; provided that no such indemnification be required if said claims arise from the negligent acts or actions of the responding party. Any dispute arising from this paragraph shall be resolved as provided for in paragraph 13 hereof.

8. The services performed and expenditures made under this Agreement shall be deemed to be for public and governmental purposes, and all privileges and immunities from liability, and exemptions from laws, ordinances and regulations which the parties' officers, fire fighters, agents and employees have in their own jurisdiction shall be effective in the jurisdictions in which they are giving assistance, as such may be permitted pursuant to Conn. Gen. Stat. §7-310.

9. All pension, relief, disability, workmen's compensation and other benefits enjoyed by employees as members of party fire departments shall extend to the services they perform under this Agreement outside their respective jurisdictions, except as applicable pursuant to Conn. Gen. Stat. 7.433d.

10. The parties involved contribute and otherwise support the mutual effort including but not limited to identification of:

- A. Equipment Utilization
- B. Training Facilities/Resources
- C. Standard Operating Procedures

11. The term of this Agreement shall extend for forty (40) years; provided, however, that either party hereto may terminate its participation in this Agreement, at any time and for whatever reason, by serving upon the other party hereto an advance ninety (90) day written notice to that effect.

12. This Agreement supersedes any and all mutual aid agreements previously entered into among the parties hereto, excepting those agreements between and among fire districts or fire companies within a single municipality.

13. The adjudication or settlement of disputes, giving of notices, and any and all matters necessary or appropriate to the performance of this Agreement, not provided for in the provisions hereof, will be governed by the laws of the State of Connecticut. Any controversy or claim arising out of or relating to the provisions of this agreement shall be settled by arbitration in accordance with the rules of the American Arbitration Association and Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Payment of expenses incurred through and by the AAA shall be paid on an equal basis by the participating municipalities.

14. Amendments to this Agreement shall be in writing and require the same authorization as required for initial execution by a signatory.

15. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed an original instrument, but all of the counterparts shall constitute but one and the same agreement.

16

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their authorized officers and their respective corporate seals to be affixed hereto.

CITY OF DANBURY, CONNECTICUT

\_\_\_\_\_  
Fire Chief

By: \_\_\_\_\_  
CHIEF EXECUTIVE

TOWN OF NEW FAIRFIELD, CONNECTICUT

\_\_\_\_\_  
Fire Chief

By: \_\_\_\_\_  
CHIEF EXECUTIVE

TOWN OF SHERMAN, CONNECTICUT

\_\_\_\_\_  
Fire Chief

By: \_\_\_\_\_  
CHIEF EXECUTIVE

TOWN OF BREWSTER, NEW YORK

\_\_\_\_\_  
Fire Chief

By: \_\_\_\_\_  
CHIEF EXECUTIVE

TOWN OF PATTERSON, NEW YORK

By: \_\_\_\_\_

\_\_\_\_\_  
Fire Chief

CHIEF EXECUTIVE

TOWN OF PUTNAM LAKE, NEW YORK

By: \_\_\_\_\_

\_\_\_\_\_  
Fire Chief

CHIEF EXECUTIVE

TOWN OF PAWLING, NEW YORK

By: \_\_\_\_\_

\_\_\_\_\_  
Fire Chief

CHIEF EXECUTIVE

**DRAFT**



16

# CITY OF DANBURY

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

PLEASE REPLY TO:

October 28, 1992

DANBURY, CT 06810

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

Re: Mutual Aid Agreement - Fire Emergencies

Dear Mayor and Council Members:

Attached please find a copy of a proposed final draft of a Mutual Aid Agreement for emergency fire fighting purposes among the Connecticut communities of Danbury, New Fairfield and Sherman and the New York State towns of Brewster, Patterson, Pawling and Putnam Lake. The agreement, in preliminary form, had earlier been submitted for review by Chief Lagarto and by this office.

Although adjacent municipalities have always responded to fire emergencies in surrounding towns when requested to do so, it is the desire of municipal officials to formalize this goodwill arrangement as an important safeguard to their mutual interests and responsibilities.

I would be pleased to meet with a Council committee, if one is appointed to review this matter, and with Chief Lagarto, if you so desire, to go over the statutory provisions for such agreements and to answer any legal questions and concerns you may have.

Very truly yours,

Laszlo L. Pinter  
Assistant Corporation Counsel

LLP:cr

Attachment

c: Antonio L. Lagarto, Chief  
Danbury Fire Department





# CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ  
MAYOR

(203) 797-4511

November 5, 1992

Honorable Members of the Common Council  
City of Danbury, Connecticut 06810

Dear Council Members:

The City of Danbury would like to renew the lease for the Good Neighbor House at 111 Main Street for a period of six months (December 1, 1992 - May 31, 1993).

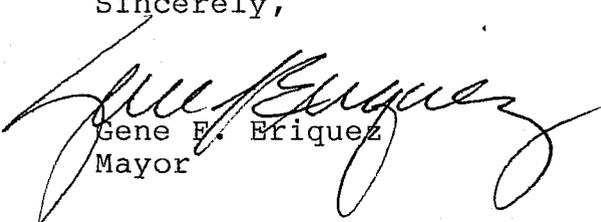
The Salvation Army continues to run a shelter for women and children at this site. They are currently looking at other potential sites in the city that would be appropriate for this purpose.

The lease is with Maria DaSilva and Maria DaSilva, Executrix of the Estate of Joseph DaSilva.

A copy of the lease extension agreement is attached for your information.

Thank you, in advance, for your consideration of this item.

Sincerely,

  
Gene F. Eriquez  
Mayor



# CITY OF DANBURY

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

November 7, 1991

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, Connecticut 06810

Re: Good Neighbor House - 111 Main Street, Danbury  
Lease Extension Agreement

Dear Mayor and Council Members:

On January 2, 1991, the City of Danbury extended its lease arrangement with the DaSilva family for purposes of leasing property at the above location for the Good Neighbor House homeless shelter. Said agreement contained an option clause enabling the City to renew said arrangement for an additional one-year period from December 1, 1991 to November 30, 1992. Although such an option period specified in the agreement earlier approved by this body does not require formal Common Council approval, the Mayor has requested that this matter be brought to your attention for your information and concurrence.

A copy of the January 2, 1991 lease extension agreement has been attached for your information. Please do not hesitate to contact this office should there be any questions concerning the foregoing.

Very truly yours,

Laszlo L. Pinter  
Assistant Corporation Counsel

LLP:amt

Enclosure

OCT 29 1992

BIELIZNA, FRIZZELL, PAPAZOGLU, BALL & OLIVO

ATTORNEYS - AT - LAW  
66 WEST STREET  
DANBURY, CT 06810

(203) 743-6316  
(203) 743-5556

GEORGE PAPAZOGLU  
COUNSEL

JULIUS J. BIELIZNA  
(1914-1988)

THOMAS A. FRIZZELL  
DAVID P. BALL  
STEVEN M. OLIVO  
PAUL E. SWENSON

October 29, 1992

HAND DELIVERED

Laszlo L. Pinter, Esquire  
Assistant Corporation Counsel  
City of Danbury  
Danbury City Hall  
155 Deer Hill Avenue  
Danbury, Connecticut 06810

RE: MARIA DA SILVA AND CITY OF DANBURY - LEASE EXTENSION  
GOOD NEIGHBOR HOUSE  
111 MAIN STREET, DANBURY, CONNECTICUT

Dear Les:

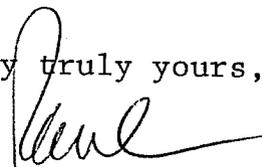
Enclosed herewith please find original and three (3) copies of the proposed Lease Extension Agreement in the above-referenced matter.

Once the Agreements have been signed, please return all copies to this office in order that I may obtain my client's signature to the same. A fully executed copy will be returned to you for your records.

If you have any questions, please do not hesitate to call me at any time.

Thank you.

Very truly yours,



Paul E. Swenson

/mh  
Enclosures  
cc/enc:Mrs. Maria Da Silva

7

LEASE EXTENSION AGREEMENT

THIS AGREEMENT, made this            day of NOVEMBER, 1992, by and between MARIA DA SILVA, of the City of Danbury, County of Fairfield, and State of Connecticut, hereinafter referred to as LESSOR; and the CITY OF DANBURY, a Municipal Corporation, organized and existing under the laws of the State of Connecticut, hereinafter referred to as LESSEE.

W I T N E S S E T H:

WHEREAS, the parties hereto have entered into a Lease Agreement, dated October 28, 1986, for premises located at 111 Main Street, Danbury, Connecticut, (the "Lease"); and

WHEREAS, said Lease term expired on November 30, 1989; and

WHEREAS, the parties entered into a Lease Extension Agreement, dated January 5, 1990, extending the term of the aforementioned Lease for One (1) Year, terminating on November 30, 1990; and

WHEREAS, the parties entered into a further Lease Extension Agreement, dated January 2, 1991, extending the term of the aforementioned Lease for an additional One (1) Year period to November 30, 1991, with an option to the Lessee to renew for an additional One (1) Year period; and

WHEREAS, by letter dated November 25, 1991, the Lessee exercised the option period set forth in the Lease Extension Agreement, dated January 2, 1991, whereby the lease term expires on November 30, 1992; and

WHEREAS, the parties hereto wish to extend the Lease term for an additional Six (6) Month period to May 31, 1993; and

NOW, THEREFORE, in consideration of ONE (\$1.00) DOLLAR and other valuable consideration, and of the agreements herein contained, the parties agree as follows:



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

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF CONNECTICUT)

) SS: DANBURY

NOVEMBER , 1992

COUNTY OF FAIRFIELD)

On this the \_\_\_\_\_ day of NOVEMBER, 1990, before me, the undersigned officer, personally appeared, GENE ERIQUEZ, who acknowledged himself to be the Mayor of the City of Danbury, a municipal 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 City of Danbury by himself as Mayor.

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

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public  
My Commission Expires: \_\_\_\_\_

APPLICATION FOR EXTENSION OF SEWER/WATER

Sewer \_\_\_\_\_

Water  \_\_\_\_\_

Name of Applicant: David M Tressic & Dawn CTressic

Address: South Cove Road  
Danbury CT 06811

Telephone: (203) 743 3627

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

Located at: South Cove Road

Assessors's Lot No. I09149

Zone: RA 20

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

Number of Efficiency Units \_\_\_\_\_

Number of 1 Bedroom Units \_\_\_\_\_

Number of 2 Bedroom Units \_\_\_\_\_

Number of 3 Bedroom Units \_\_\_\_\_

Total Number of Units \_\_\_\_\_

Dawn CTressic

SIGNATURE

Oct 27 1992

DATE

COMMON COUNCIL - CITY OF DANBURY

day  
works nights

19

APPLICATION FOR EXTENSION OF SEWER/WATER

Sewer \_\_\_\_\_

Water X

Name of Applicant: MARY F. POPP

Address: South Cove Rd (Custance Rd)  
Danbury, Ct 06811

Telephone: 744-1635

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

Located at: South Cove Rd (Custance Rd)

Assessors's Lot No. I 09141

Zone: CR-20

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

Number of Efficiency Units \_\_\_\_\_

Number of 1 Bedroom Units \_\_\_\_\_

Number of 2 Bedroom Units \_\_\_\_\_

Number of 3 Bedroom Units \_\_\_\_\_

Total Number of Units \_\_\_\_\_

Mary F Popp  
SIGNATURE

10-9-92  
DATE

20

COMMON COUNCIL - CITY OF DANBURY

APPLICATION FOR EXTENSION OF SEWER/WATER

Sewer \_\_\_\_\_

Water X \_\_\_\_\_

Name of Applicant: Jean Coppelman

Address: 24 Dogwood Dr  
Danbury Ct 06811

Telephone: 244-4305

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

Located at: 24 Dogwood Dr

Assessors's Lot No. G10034

Zone: RA-40

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

Number of Efficiency Units \_\_\_\_\_  
Number of 1 Bedroom Units \_\_\_\_\_  
Number of 2 Bedroom Units \_\_\_\_\_  
Number of 3 Bedroom Units X \_\_\_\_\_  
Total Number of Units \_\_\_\_\_

Jean Coppelman  
SIGNATURE  
11/2/92  
DATE

October 8, 1992

Mayor Gene Eriquez  
and the Danbury Common Council  
City Hall  
155 Deer Hill Avenue  
Danbury, CT 06610

RE: Water Connection for 24 Dogwood Drive

Dear Mayor and Common Council Members:

We reside at 24 Dogwood Drive in Danbury. Currently domestic water is supplied by our own drilled rock well. This well has a yield of less than  $\frac{1}{2}$  gallon per minute. As such, there are periods when the well runs completely dry. In the past, through cooperation of our next door neighbor, (Rhoda Daum), we have been able to secure a temporary hose connection to carry us through dry periods. Mrs. Daum is connected to the main on Field Road via a private easement.

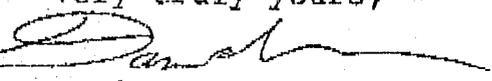
It is important to note that we requested a public connection many years ago (a copy of which is attached) and that we were told when mains were extended to Dogwood Drive we would be able to connect. Currently our well is taking longer to recharge our pressure tank in the basement. In fact, I have adjusted the pressure switch to a reduced pressure cycle in order to help the well reach the shut off head. It is likely that we will be facing interrupted supply in the near future.

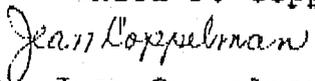
We have learned that the Common Council recently approved an extension of the Field Road water main to Dogwood Drive and we respectfully request that the main be extended to a point where we could construct a water service to our home. We are willing to pay for construction costs of the connection and any other fees that may be applicable.

Since this is an emergency situation, please allow this letter to act as a formal request and to commit our funding for our share of the work.

If there is anything additional you need in order to render your approval, please let us know.

Very truly yours,

  
Daniel P. Coppelman

  
Jean Coppelman

Attachment



DANIEL P. COPPELMAN

"DOGWOOD HILL"  
DOGWOOD DRIVE  
DANBURY, CONN. 06810

20

June 20, 1980

Jack Schweitzer, P.E.  
City Engineer  
City Hall  
Danbury, Conn 06810

Dear Mr. Schweitzer:

We reside at 24 Dogwood Drive Danbury, Conn. We are currently experiencing periods of no water in our drilled well. Our next door neighbors, the Daums, have informed us that they had the same problem several years ago and that were able to connect to a water main on Field Road via an easement. We would like to know if it is possible for us to use the same easement or perhaps to get a new one so that we could be served by public water.

Currently, we have been able to temporarily connect to the hose bib at the Daum house in order to maintain water seervice. Needless to say, we would like a more permanent solution.

Please let us know what options we have to obtain city water.

Very truly yours,



Daniel Coppelman

LOT 7 OF MAP No 2

20

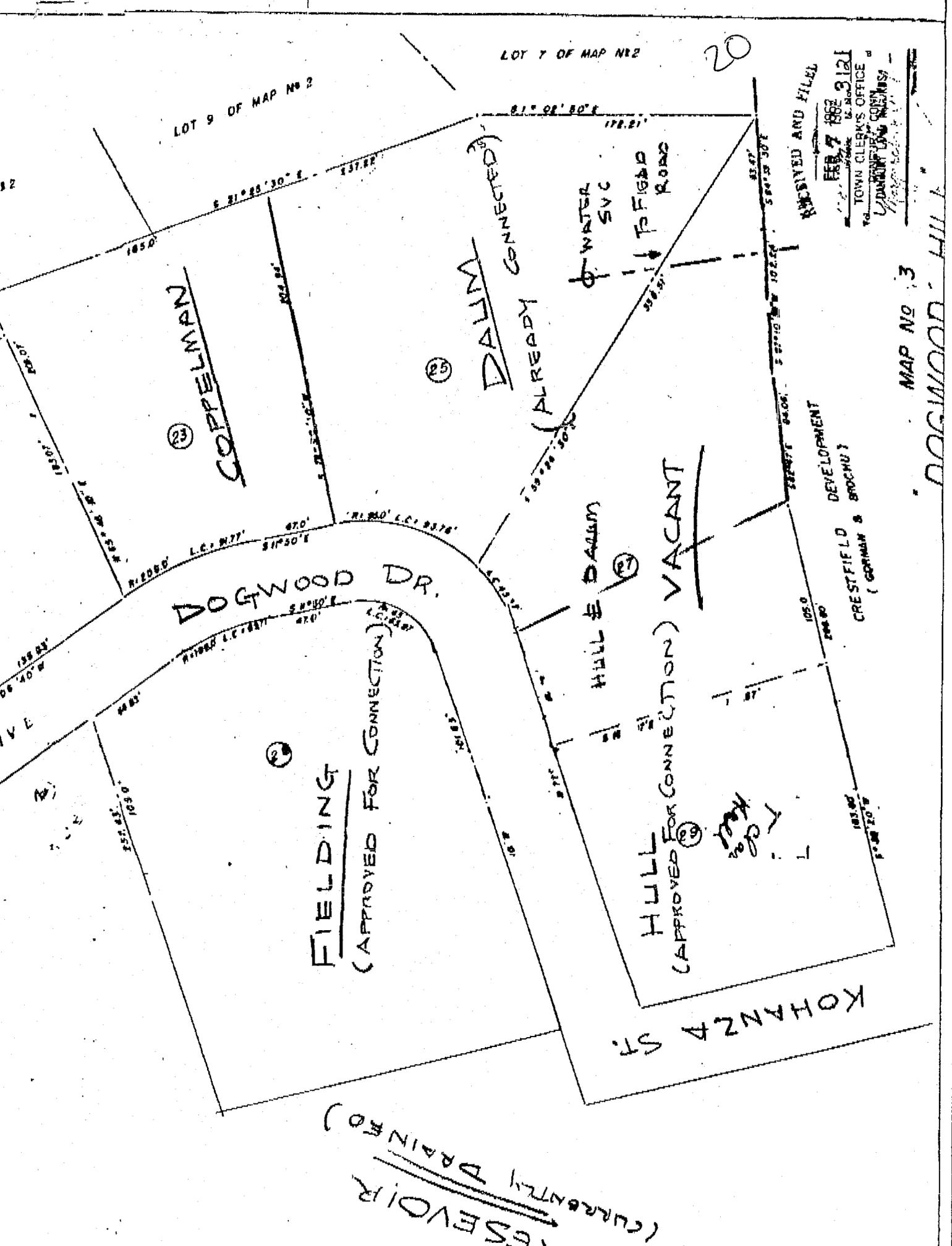
LOT 9 OF MAP No 2

RECEIVED AND FILED

FEB 7 1982 3 121  
TOWN CLERK'S OFFICE  
UNION COUNTY, MISSOURI

MAP No 3

DOGWOOD HILL



23  
COPPELMAN

25

DALLM  
(ALREADY CONNECTED)

WATER SVC  
SEWER ROADS

DOGWOOD DR.

24  
FIELDING  
(APPROVED FOR CONNECTION)

HILL & DALLM  
27

HULL  
(APPROVED FOR CONNECTION) VACANT  
28

KOHAENZA ST.

CRESTFIELD DEVELOPMENT  
(GORMAN & BROCKMUTZ)

RESERVOIR  
(CURRENTLY DRAINING)

IVE

06' 40" W

10' 00" E

12

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'

1850'



26 - Sept

21

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

## PLANNING COMMISSION

(203) 797-4525

September 21, 1992

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

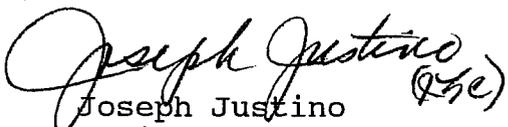
Re: 8-24 Referral - Request to use City sidewalk in front of  
Ciao's Restaurant

The Planning Commission at its meeting September 16, 1992 motioned a positive recommendation for the request to use the City sidewalk in front of Ciao's Restaurant provided the following measures are taken:

1. Appropriate amount of insurance is provided.
2. Ciao! will maintain the area.
3. Site Plan approval must be obtained. A Special Exception is required as the new seating will require off-site parking.
4. The design of the fence around the patio and other site improvements must be to the satisfaction of the Planning & Zoning Department to ensure that such improvements are congruous with other downtown improvements.

The motion was made by Mr. Deeb, seconded by Mr. Zaleta and passed with "ayes" from Commissioners Deeb, Zaleta, Sibbitt, and Hyman.

Sincerely yours,

  
Joseph Justino  
Chairman

JJ/jlc



21

# CITY OF DANBURY

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

PLEASE REPLY TO:

October 13, 1992

DANBURY, CT 06810

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

Re: Ives Restaurant Associates, Inc.  
Ciao Restaurant - Sidewalk Patio  
Request for Lease

Dear Mayor and Council Members:

At the September Council meeting, the above-referenced request was referred to this office for the purpose of preparing a proposed lease for Council review. Since that time, members of the Planning, Engineering and Corporation Counsel's office met with the petitioner to work out the details of the proposal. I have now drafted the document and forwarded copies to the other staff members as well as to Mr. Devine. All have since indicated to me that the draft is acceptable.

Please review it in the usual fashion and advise me if you would like to modify it in any way. Once the Council has approved of the proposal, I will work with Mr. Devine to finalize matters.

Sincerely,

Eric L. Gottschalk  
Acting Corporation Counsel

ELG:r

c: Thomas Devine

John A. Schweitzer, Jr.  
Director of Public Works

Dennis I. Elpern  
Planning Director



## SCHEDULE A

21

A parcel of land containing 191 square feet, more or less, located on the southwesterly side of Ives Street described as follows:

Beginning at a point on the southwesterly Ives Street street line, said point being 5.5 feet southeast of the northeasterly corner of land now or formerly of Cappiello Jewelry Stores, Inc., thence along the southwesterly Ives Street street line  $S28^{\circ}37'44''E$  a distance of 21.70 feet, thence turning and running through the Ives Street right of way  $N65^{\circ}06'32''E$  a distance of 5.84 feet to a point, thence  $N44^{\circ}53'06''E$  a distance of 6.74 feet to a point, thence turning and running westerly along a curve to the left with a radius of 67.50 feet, and a central (interior) angle of  $17^{\circ}57'11''$  and a length of curve of 21.15 feet to a point, thence  $S61^{\circ}22'16''W$  a distance of 6.20 feet to the point or place of beginning.

For a more particular description reference is made to a map entitled "Map Prepared for the City of Danbury Showing Portion of Ives Street Right of Way to be Leased to Ciao Cafe Ives Street, Danbury, Conn. Scale 1"-10' October 8, 1992" prepared by Ireneo H. Despojado, P.E. & R.L.S. No. 12050 which map is to be filed in the Danbury Land Records.

# This Indenture,

2

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

**Lessor**, and IVES RESTAURANT ASSOCIATES, INC., D/B/A CIAO CAFE, a Connecticut Corporation, having a principal place of business at Ives Street, Danbury, Connecticut, acting herein by Thomas Devine, its President, hereinafter designated as the

**Lessee**, WITNESSETH: That the Lessor has leased, and do es hereby lease to the said Lessee

ALL THAT CERTAIN PIECE or parcel of land containing 191 Square Feet, more or less, and more particularly described in Schedule A attached hereto and made a part hereof. Said property shall be used solely for and as an outdoor patio in conjunction with the operation of the LESSEE'S restaurant business located at Ives Street, Danbury, Connecticut.

for the term of ten (10) years from the first day of January A.D., 19 93,  
for the term rent of Ten Dollars (\$10.00) ~~Dollars,~~  
payable in annual payments of One Dollar (\$1.00) ~~Dollars,~~  
each, to wit: on the first day of January in each year of said lease term.

And the said Lessor covenant 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 the LESSOR 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.

2

**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 waive 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 its agents, to applicants for purchase or lease, and for necessary repairs.

~~**And it is further agreed** that the said Lessee 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 that it shall maintain the premises in a neat and orderly condition.

**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 shall take out and maintain during the life of the Lease such comprehensive general liability insurance as will protect it and the LESSOR from claims for damages for personal injury, including accidental or wrongful death, as well as from claims for property damage which may arise from the LESSEE'S use and occupancy of the leased premises, whether from the actions or inactions of any of the LESSEE'S officers, agents, employees or business invitees. As a minimum limit of insurance coverage, the LESSEE shall maintain limits of not less than \$1,000,000 (combined) per occurrence, covering both personal injury liability and property damage liability. Insurance policies shall provide for the reinstatement of full coverage following the payment of each and every claim. During the entire term of this Lease, the LESSOR shall be named as an additional insured on each such policy of insurance. On or before the date of execution of this Lease, the LESSEE shall provide LESSOR with a Certificate of Insurance reciting the extent of the LESSEE'S coverage and providing for not less than thirty (30) days' notice of policy cancellation. It is understood and agreed that this Lease shall automatically terminate upon the failure of the LESSEE to maintain the foregoing insurance throughout the term hereof.

THIS LEASE shall automatically terminate upon the expiration or termination of the LESSEE'S lease of property currently occupied by Ciao Cafe on Ives Street in Danbury, Connecticut. 21

THE LESSOR may, at its sole option and in its sole discretion, terminate this Lease without obligation or liability of any kind to the LESSEE, upon ninety (90) days' prior written notice to it.

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. 19 92.

Signed, Sealed and Delivered in presence of

Eric L. Gottschalk \_\_\_\_\_ CITY OF DANBURY \_\_\_\_\_ LS

By: \_\_\_\_\_ LS  
Gene F. Eriquez, its Mayor

IVES RESTAURANT ASSOCIATES, INC. \_\_\_\_\_ LS  
D/B/A CIAO CAFE

By: \_\_\_\_\_ LS  
Thomas Devine, its President

State of Connecticut, } ss.  
County of \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, 19 92, before me, \_\_\_\_\_, the undersigned officer, personally appeared

whose name \_\_\_\_\_ 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 \_\_\_\_\_, 19 92, before me, \_\_\_\_\_, the undersigned officer, personally appeared

Eric L. Gottschalk \_\_\_\_\_  
Gene F. Eriquez \_\_\_\_\_  
of the City of Danbury \_\_\_\_\_, a corporation, and that he as such Mayor, signing the name of the corporation by himself as Mayor.

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

Eric L. Gottschalk  
Commissioner of the Superior Court

Title of Officer

State of Connecticut,  
County of FAIRFIELD  
On this the

} ss. DANBURY

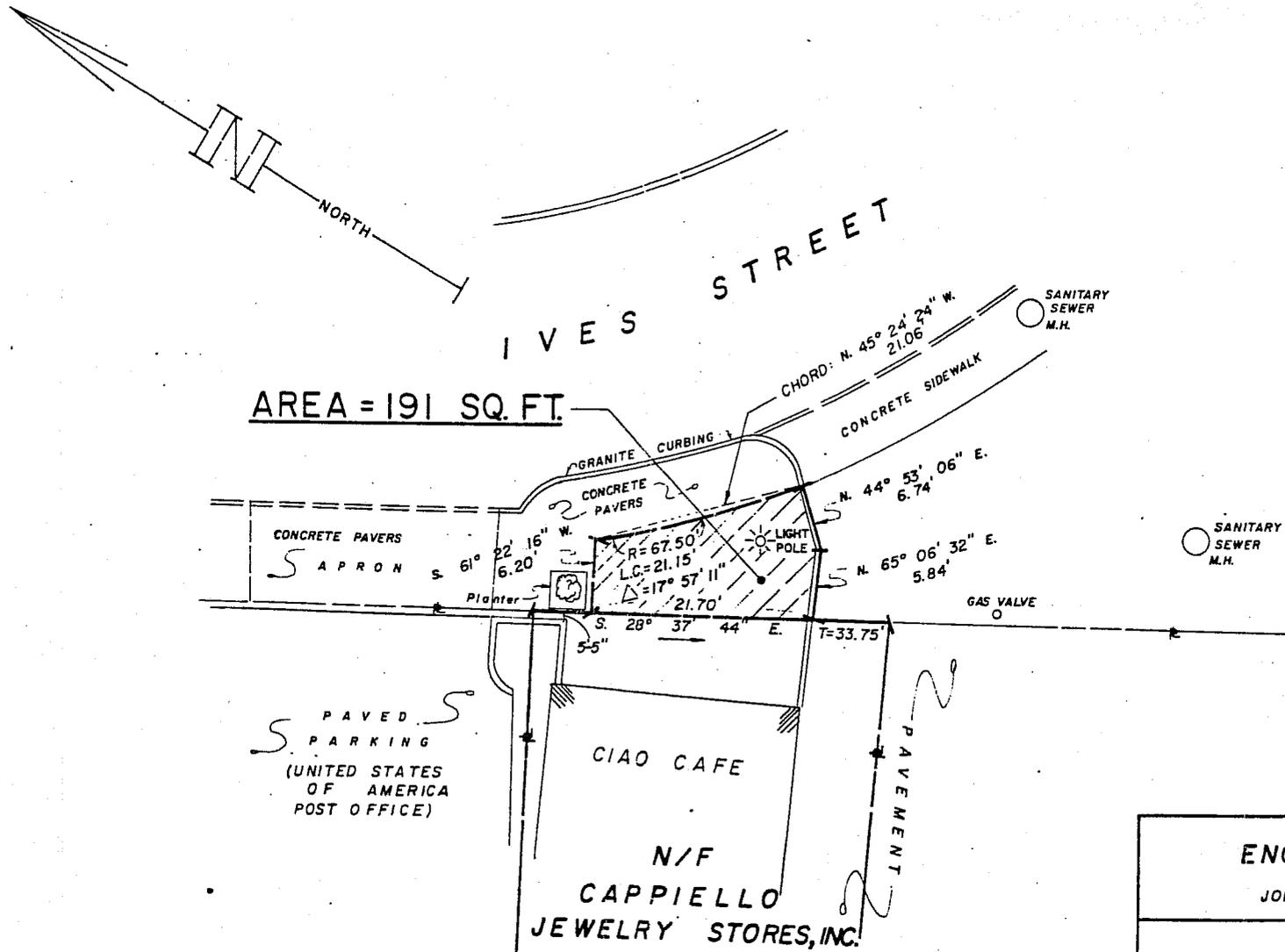
21

Thomas Devine  
of Ives Restaurant Associates, Inc. , a corporation, and that he as such President ,  
being authorized so to do, executed the foregoing instrument for the purposes therein  
contained, by signing the name of the corporation by himself as President  
In Witness Whereof, I hereunto set my hand and official seal.

---

---

*Title of Officer*



**GENERAL NOTES:**

I. REFERENCE MADE TO CONSTRUCTION MAP ENTITLED "DOWNTOWN STREET IMPROVEMENTS: DELAY AND IVES STREETS" PREPARED BY JOHNSON AND RICHTER, INC. LANDSCAPE ARCHITECT/URBAN DESIGNER, AVON, CONNECTICUT. DATED JULY 8, 1991.

FOR THE CITY OF DANBURY  
 ENGINEERING DEPARTMENT  
 JOHN A. SCHWEITZER, JR., CITY ENGINEER

CITY OF DANBURY  
**ENGINEERING DEPARTMENT**  
 JOHN A. SCHWEITZER, JR., CITY ENGINEER

MAP PREPARED FOR

**THE CITY OF DANBURY**  
 SHOWING PORTION OF IVES STREET  
 RIGHT OF WAY TO BE LEASED TO  
**CIAO CAFE**  
 IVES STREET, DANBURY, CONN.  
 SCALE 1"=10' OCTOBER 8, 1992

10' 5' 0 10' 20' 30' 40'

I hereby certify that this map and survey were prepared in accordance with the standards of a Class A-2 survey as defined in the Code of Practice for Standards of Surveys and Maps, adopted December 10, 1975, as amended by the Connecticut Association of Land Surveyors, Inc.

NEO H. DESPOJADO, P.E. & R.L.S. NO. 12050



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

November 5, 1992

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

Re: Charter Revision Commission

The Common Council Committee appointed to choose a Charter Revision Commission met at 8:00 P.M. on October 26, 1992. In attendance were committee members DaSilva, John Esposito and Scozzafava. Also in attendance were Corporation Counsel Eric Gottschalk, members of the public - Lynn Waller, Joseph Rosato and Harry Russell and Council Members Tom Arconti and Dan Trocolla, ex-officio.

Mr. DaSilva explained that the number of signatures for a Charter Revision Commission has been certified by Town Clerk Michael Seri. He explained that State Statute mandates a Charter Revision Commission must be comprised of no less than five members and no more than fifteen members. There can be a bare majority of any party and only two people holding elected office. He then read the names of people who have submitted written and verbal applications to serve on the Charter Revision Commission.

John Esposito moved to recommend the following: Edmund DeVeaux, Norman Puffett, Joseph Durkin and Jacqueline DiCerbo, all democrats and Evo Butera, John Hoffer and Lynn Waller, all republicans. The motion was seconded by Mr. DaSilva and passed unanimously.

Respectfully submitted,

*Joseph DaSilva*  
\_\_\_\_\_  
JOSEPH DaSILVA, Chairman

*John Esposito*  
\_\_\_\_\_  
JOHN ESPOSITO

*Joseph Scozzafava*  
\_\_\_\_\_  
JOSEPH SCOZZARAVA



23

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

## REPORT

November 5, 1992

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

Re: Charter Revision Commission

The Common Council Committee appointed to choose a Charter Revision Commission met at 8:00 P.M. on October 26, 1992. In attendance were committee members DaSilva, John Esposito and Scozzafava. Also in attendance were Corporation Counsel Eric Gottschalk, members of the public - Lynn Waller, Joseph Rosato and Harry Russell and Council Members Tom Arconti and Dan Trocolla, ex-officio.

Mr. DaSilva explained that the number of signatures for a Charter Revision Commission has been certified by Town Clerk Michael Seri. He explained that State Statute mandates a Charter Revision Commission must be comprised of no less than five members and no more than fifteen members. There can be a bare majority of any party and only two people holding elected office. He then read the names of people who have submitted written and verbal applications to serve on the Charter Revision Commission.

John Esposito moved to recommend the following: Edmund DeVeaux, Norman Puffett, Joseph Durkin and Jacqueline DiCerbo, all democrats and Evo Butera, John Hoffer and Lynn Waller, all republicans. The motion was seconded by Mr. DaSilva and passed unanimously.

Respectfully submitted,

\_\_\_\_\_  
JOSEPH DaSILVA, Chairman

\_\_\_\_\_  
JOHN ESPOSITO

\_\_\_\_\_  
JOSEPH SCOZZAFAVA



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

November 5, 1992

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

Re: Reapportionment Advisory Commission

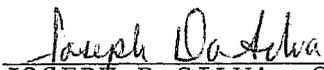
The Common Council Committee appointed to review a recommendation from the Reapportionment Advisory Commission met at 7:30 P.M. on September 28, 1992 and October 26, 1992. In attendance were committee members DaSilva, John Esposito and Scozzafava. Also in attendance were Registrar of Voters George Schmiedel, Chairman of the Reapportionment Advisory Commission Tom Frizzell, Corporation Counsel Eric Gottschalk and Council Members Scalzo, Dennehy and Setaro, ex-officio as well as several members of the public.

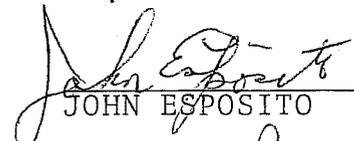
Mr. Gottschalk explained the guidelines for reapportionment. There cannot be more than a ten percent difference between the largest and smallest wards and the average of all wards. There also cannot be a dilating of one area (fracturing) or a concentration of two or areas (packing).

There is an approximate three percent difference between the largest and smallest ward and the average ward size. The size of wards is based on census figures from the 1990 census. There appeared to be no fracturing or packing of any wards in the proposal from the commission.

John Esposito moved to commend the Commission for their diligent efforts and recommend approval of the proposed ward boundaries plan. The motion was seconded by Mr. Scozzafava and passed unanimously.

Respectfully submitted,

  
JOSEPH DaSILVA, Chairman

  
JOHN ESPOSITO

  
JOSEPH SCOZZAFAVA



24

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

November 5, 1992

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

Re: Reapportionment Advisory Commission

The Common Council Committee appointed to review a recommendation from the Reapportionment Advisory Commission met at 7:30 P.M. on September 28, 1992 and October 26, 1992. In attendance were committee members DaSilva, John Esposito and Scozzafava. Also in attendance were Registrar of Voters George Schmiedel, Chairman of the Reapportionment Advisory Commission Tom Frizzell, Corporation Counsel Eric Gottschalk and Council Members Scalzo, Dennehy and Setaro, ex-officio as well as several members of the public.

Mr. Gottschalk explained the guidelines for reapportionment. There cannot be more than a ten percent difference between the largest and smallest wards and the average of all wards. There also cannot be a dilating of one area (fracturing) or a concentration of two or areas (packing).

There is an approximate three percent difference between the largest and smallest ward and the average ward size. The size of wards is based on census figures from the 1990 census. There appeared to be no fracturing or packing of any wards in the proposal from the commission.

John Esposito moved to commend the Commission for their diligent efforts and recommend approval of the proposed ward boundaries plan. The motion was seconded by Mr. Scozzafava and passed unanimously.

Respectfully submitted,

\_\_\_\_\_  
JOSEPH DaSILVA, Chairman

\_\_\_\_\_  
JOHN ESPOSITO

\_\_\_\_\_  
JOSEPH SCOZZAFAVA



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

November 5, 1992

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

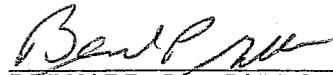
Re: Peddler's Ordinance

The Common Council Committee appointed to review the peddler's ordinance met on October 26, 1992 at 7:30 P.M. in Room 432 in City Hall. In attendance were committee members Gallo, Cipriani and Boughton. Also in attendance were Council Members DaSilva, John Esposito and Scalzo, ex-officio, Corporation Counsel Eric Gottschalk and Town Clerk Michael Seri.

There were several local business people present and one peddler. After much discussion it was the conclusion of the committee that proposing changes to the present peddler's ordinance would do nothing to resolve the present problems. The greatest problem is that the present ordinance is not being enforced. The committee fully realizes that our police force has much more to do than enforce a peddlers ordinance, but an occassional spot check would help.

Mr. Boughton moved to recommend to the full Common Council that a letter be sent to Mayor Eriquez and Police Chief Macedo requesting that section 11-4 of the Code of Ordinance (Peddlers Ordinance) be enforced to eliminate the growing number of illegal vendors. Seconded by Mr. Cipriani and passed unanimously.

Respectfully submitted,

  
BERNARD P. GALLO, Chairman

  
ALFRED CIPRIANI

  
DONALD BOUGHTON



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

November 5, 1992

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

Re: Peddler's Ordinance

The Common Council Committee appointed to review the peddler's ordinance met on October 26, 1992 at 7:30 P.M. in Room 432 in City Hall. In attendance were committee members Gallo, Cipriani and Boughton. Also in attendance were Council Members DaSilva, John Esposito and Scalzo, ex-officio, Corporation Counsel Eric Gottschalk and Town Clerk Michael Seri.

There were several local business people present and one peddler. After much discussion it was the conclusion of the committee that proposing changes to the present peddler's ordinance would do nothing to resolve the present problems. The greatest problem is that the present ordinance is not being enforced. The committee fully realizes that our police force has much more to do than enforce a peddlers ordinance, but an occassional spot check would help.

Mr. Boughton moved to recommend to the full Common Council that a letter be sent to Mayor Eriquez and Police Chief Macedo requesting that section 11-4 of the Code of Ordinance (Peddlers Ordinance) be enforced to eliminate the growing number of illegal vendors. Seconded by Mr. Cipriani and passed unanimously.

Respectfully submitted,

BERNARD P. GALLO, Chairman

ALFRED CIPRIANI

DONALD BOUGHTON

CITY OF DANBURY

155 Deer Hill Avenue

Danbury, Connecticut 06810

REPORT

November 5, 1992

To The Honorable Mayor Gene F. Eriquez  
To: The Honorable Members of the Common Council

Re: City Owned Graves

The subcommittee to review City owned graves met in room 432 of Danbury City Hall at 8:30 PM on July 23, 1992 and at 7:30 PM on October 14, 1992. In attendance for the first meeting were Councilwoman Eileen Coladarci and Councilman Joe Scozzafava, along with Eric Gottschalk of the Danbury Corporation Council, Mrs. Deborah MacKenzie, Director of Welfare for the City of Danbury, Councilmen John Esposito and Dean Esposito, Ex-Officio, and Bill Trimpert of the Tomlinson Homestead. The October meeting was attended by Councilwoman Coladarci, Councilman Scozzafava and Councilman Dan Trocolla. Also in attendance were Eric Gottschalk, Corporation Council and Deborah MacKenzie.

During the first meeting Mrs. MacKenzie explained that it was up to the City to purchase land for pauper's graves. In 1955 Danbury purchased 1200 plots. In 1984 70 were purchased and 60 have been used. Mrs. MacKenzie said she will need to purchase additional land by next July and would like to be able to budget for the purchase in December 1992. She added that this type of purchase should be a policy issue, and that she was approached by Wooster Cemetery regarding the idea of double-depth graves. All of the pauper's graves are in Wooster Cemetery and Danbury was charged \$245.00 per grave in 1984.

Mr. Trimpert explained how the double-depth graves would operate, adding that the graves would most likely be dug for double-depth and would have to be re-opened for the second funeral. The trouble with this idea is that the double-depth graves would not be occupied by family members and it may be difficult for the family members of the individual being buried.

Councilman J. Esposito asked about the increased costs of the double graves and where the funds would come from. Mrs. MacKenzie explained that the State pays \$1200 per person for a funeral but the City must purchase the land for the graves. The possibility of using City land as possible grave sites was brought up, and also the possibility of having to disintern the person at the bottom of a double grave. The possibility of using a disclaimer to allow such a process was brought up by Mrs. Coladarci.

It was decided to have Mrs. MacKenzie find out the difference in cost for a single-depth grave vs. a double-depth grave. Enclosed is a copy of the response I received from Mrs. MacKenzie.

At the second meeting Mrs. MacKenzie explained the procedure and the cost of double-depth graves. She added that the cemetery no longer wants to sell the City large pieces of land because of the monetary loss.

Mr. Trocolla moved that the City purchase double depth graves by the Welfare Department. The motion was seconded by Mr. Scozzafava and passed unanimously. Mr. Scozzafava added that the only problem with the new policy would be that the graves would not be filled with the same family. This problem would be compensated with the use of markers at opposite ends of the gravesite. A discussion followed regarding the use of double-depth graves in urban areas, as well as other Countries solutions to the lack of space. Mr. Trocolla added that different problems may ensue in the future. The fact that stacked vaults are also available at St. Peter's Cemetery was also brought up and then a person would never know who is over or under the individual. Each vault is marked. Mrs. MacKenzie said she respected the decision made by the Committee and would feel comfortable explaining the policy to her clients. She understands that it is not only the poor who are now using double-depth graves.

Further discussion ensued regarding the possibility of burying welfare family members together when the knowledge of impending death is known. Mrs. MacKenzie said that in the past they have saved graves when it was known that a family member was going to die.

The vaults will have to be purchased through Wooster Cemetery because they will keep the vaults on hand to accommodate the procedure of burying the first vault, adding 5-6 inches of dirt and put the next single vault in at the same time. The price of the grave opening will continue to be \$195.00. Also enclosed is the price of single graves vs. double graves.

The meeting adjourned at 7:50 PM.

Respectfully submitted,

Eileen S. Coladarci, Chair

Daniel Trocolla

Joseph Scozzafava



26

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

Welfare Department  
797-4569

September 15, 1992

TO: Eileen Coladarci, Chairperson  
Council Committee

FROM: Deborah MacKenzie 

RE: Council Committee on Free Graves

On September 15, 1992 I met with Bill Montesi and Michael Baldasare of the Danbury Cemetery Association. They submitted the attached proposal.

In response to the questions that I asked in my July 29, 1992 letter, they were answered verbally.

The Association is not going to sell the City large tracts of land as they have in the past. It was my understanding that, based on the City's use which has been 11 burials per year in 1990 and 1991 and will probably be 15 or 16 this year; they will sell us up to three years of graves at a time. I believe that they cannot afford to have the City's graves lag so far behind the market rate that they receive.

The graves we are currently using were sold to us for \$245.00 apiece, the funeral directors pay \$195.00 for the opening of the graves, the total, received by the Association, is \$440.00. The general public pays \$550.00 per grave and \$400.00 for an opening or \$950.00, a difference of \$510.00.

It was explained to me that whether or not the City purchases single or double graves the Cemetery Association will continue to guarantee to charge the funeral directors \$195.00 per grave opening for the next year only.

If the City decides to purchase double-depth graves, Wooster will continue to use single grave liners or vaults. They will completely bury the first grave, add 5-6 inches of soil and then put the next single vault in at the same time.

The funeral directors currently purchase the vaults, if we go to a double-depth grave, funeral directors will have to purchase the vault from Wooster.

I also asked how many disinterments Wooster Cemetery has done. They have done three in the past four years. One was from a City Veteran's grave, neither of the other two were from the free grounds.

As they have provided answers to the questions that were raised at the first meeting I am sure you will be scheduling another committee meeting. Please advise as to that date.



26

Again though I would like to reiterate why I originally requested Council involvement.

As the Council is the legislative arm of our government and represents the entire community, my understanding is that the Council would make community policy. This issue, single or double-depth graves, is a community issue. The budget process will begin in December and planning for the purchase of graves will be a component of the budget. My opinion is that a policy should be adopted by the Council before the need arises so that expenditures can be planned for.

cc: Dominic Setaro, Director of Finance  
Eric Gottachalk, Acting Corporation Counsel

THE DANBURY CEMETERY ASSOCIATION, INC. 26



Office: 20 Ellsworth Avenue  
Danbury, Conn. 06810  
Phone: 203 - 748-8529

August 13, 1992

Ms. Deborah MacKenzie  
Director of Welfare, City of Danbury  
155 Deer Hill Ave.  
Danbury, Ct. 06810

Re: Freegrounds

Dear Ms. MacKenzie:

In response to your letter of July 29, 1992, the Board of Directors of The Danbury Cemetery Association is pleased to submit the following proposal for the City's purchase of a future freegrounds:

Up to 40 single graves - \$500.00 per site  
Up to 24 double-depth graves (48 burials) - \$750.00 each.

The remaining questions in your letter will be discussed with you personally.

Sincerely,

THE DANBURY CEMETERY ASSOCIATION, INC.

Michael Baldasare, President

MB:bvz



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

November 5, 1992

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

Re: Request for Water Extension - 26 Woodside Avenue

The Common Council Committee appointed to review the request for water extension at 26 Woodside Avenue met on October 27, 1992 at 7:00 P.M. in Room 432 in City Hall. In attendance were committee members Cipriani, Boynton and Fazio. Also in attendance were City Engineer Jack Schweitzer, and Howard Sturges representing the applicant.

Mr. Boynton moved that the application be granted subject to the standard eight steps and the applicant shall have an engineering plan submitted to the Director of Public Utilities. Seconded by Mr. Fazio. Motion carried unanimously.

Respectfully submitted,

ALFRED CIPRIANI, Chairman

ERNEST M. BOYNTON

MICHAEL S. FAZIO



27

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

November 5, 1992

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

Re: Request for Water Extension - 26 Woodside Avenue

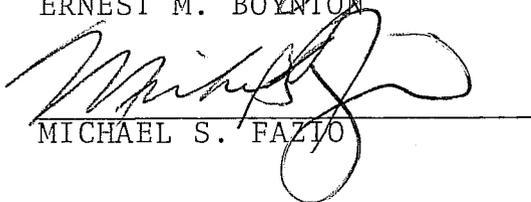
The Common Council Committee appointed to review the request for water extension at 26 Woodside Avenue met on October 27, 1992 at 7:00 P.M. in Room 432 in City Hall. In attendance were committee members Cipriani, Boynton and Fazio. Also in attendance were City Engineer Jack Schweitzer, and Howard Sturges representing the applicant.

Mr. Boynton moved that the application be granted subject to the standard eight steps and the applicant shall have an engineering plan submitted to the Director of Public Utilities. Seconded by Mr. Fazio. Motion carried unanimously.

Respectfully submitted,

  
ALFRED CIPRIANI, Chairman

  
ERNEST M. BOYNTON

  
MICHAEL S. FAZIO