

COMMON COUNCIL MEETING

FEBRUARY 5, 1991

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

PLEDGE OF ALLEGIANCE

PRAYER

ROLL CALL

Fazio, Scalzo, Falzone, Gallo, Coladarci, Mack, Farah, Dean Esposito, Zotos, Gogliettino, DaSilva, John Esposito, Smith, Cassano, Charles, Boughton, Boynton, Butera, Regan, Scozzafava, Valeri

19 Present 2 Absent

PUBLIC SPEAKING SESSION

ANNOUNCEMENTS BY THE MAYOR (Introduction of National Champions - Trojans)

CONSENT CALENDAR

The Consent Calendar was presented by

MINUTES - Minutes of the Common Council Meeting held January 3rd.

√1 ORDINANCE - Charter Revision Ordinance Amendments

√2 ORDINANCE - Repeal of Various Ordinance Sections

√3 ORDINANCE - Position of Assistant Director of Finance

√4 ORDINANCE - Connection Charges

√5 RESOLUTION - Binding Arbitration

√6 RESOLUTION - Colonial Acres, Colonial Drive and Pilgrim Road - Renewal of Authorization

√7 RESOLUTION - Snow Removal Building - Airport

√8 RESOLUTION - Proposed Sanitary Sewer Easements - Williams Street Sewer Replacement

√9 RESOLUTION - Sewer Priority List

④10 COMMUNICATION - Appointments to the Economic Development Commission

√11 COMMUNICATION - Appointments to the Library Board of Directors

- 2 -
- ✓ 12 COMMUNICATION - Reappointment to the Parks and Recreation Commission
-
- ✓ 13 COMMUNICATION - Reappointment to the Redevelopment Agency
-
- ✓ 14 COMMUNICATION - Reappointments to the Planning Commission
-
- ✓ 15 COMMUNICATION - Reappointment to the Building Code Board of Appeals
-
- ✓ 16 COMMUNICATION - Reappointments to the Cultural Commission
-
- ✓ 17 COMMUNICATION - Appointments and Reappointments to the Equal Rights and Opportunities Commission
-
- ✓ 18 COMMUNICATION - Appointment of Conflicts Attorney
-
- ✓ 19 COMMUNICATION - Donation to Homeless Shelters from Pepsi-Cola, Inc.
-
- ✓ 20 COMMUNICATION - Donations to the Library
-
- ✓ 21 COMMUNICATION - Donations to the Department of Elderly Services
-
- ✓ 22 COMMUNICATION - Request for City land for a Soccer Complex
-
- ✓ 23 COMMUNICATION - Request to purchase City property on Backus Avenue
-
- ✓ 24 COMMUNICATION - Offer to Donate Land to the City - Chambers Road
-
- ✓ 25 COMMUNICATION - Report from Planning Commission on Acquisition of Property - Redevelopment/Liberty Street Garage
-
- ✓ 26 COMMUNICATION - Request for Grant for Forestry Department
-
- ✓ 27 COMMUNICATION - Lease of Carriage House at Tarrywile Park
-
- ✓ 28 COMMUNICATION - Lease - Executive Air Service
-
- ✓ 29 COMMUNICATION - Lease Financing for (12) GMC/Wayne 65 Passenger School Buses
-
- ✓ 30 COMMUNICATION - Progress Report - Street Light at Corner of North Nabby Road and Forty Acre Mountain Road
-
- ✓ 31 COMMUNICATION - Proposed Slope Rights - Cross Street Bridge
-
- ✓ 32 COMMUNICATION - To Propose and to Adopt Legislation reducing interest rates on various taxes and assessments
-
- ✓ 33 COMMUNICATION - Country Ridge Road, Hausman Road - Proposed Sanitary Sewer and Water Mains

✓ 34 DEPARTMENT REPORTS - Highway Department, Engineering, Equipment Maintenance, Department of Elderly Services, Fire Chief, Fire Marshall, Health Department

✓ 35 REPORT - Use of Schools Administration Building for PAL

✓ 36 REPORT - Ventana Corporation Proposal

✓ 37 REPORT - Request for Stop Signs at the Intersection of Chambers Road and Sturdevant Drive

✓ 38 REPORT - Delinquent Tax Collections

✓ 39 REPORT - Request for Water Extension - Business Aircraft Center

✓ 40 REPORT - Request to Purchase City Land - B. Tuckey Devlin

✓ 41 REPORT - Request to purchase City land - 2001 Real Estate

✓ 42 REPORT - Request to purchase City land - J. J. Gumberg Co.

✓ 43 REPORT - Property Tax Deferrals for Resident Reservists in the Persian Gulf

✓ 44 PROGRESS REPORT - Drainage Problem - Birch Road

✓ 45 COMMUNICATION -ARROW Grant from CADAC

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

CONSENT CALENDAR

February 5, 1991

- 7 - Approve Application for grant application for snow removal building at the Airport
- 8 - Approve acquisition of easements for Williams Street sewer replacement
- 9 - Approve amendment of sewer priority list to include Ledgemere Drive
- 11 - Approve appointments of Joan Damia, R. Steven Sharlow and William Goodman to the Library Board of Directors
- 12 - Approve reappointment of Robert Dunikowski to the Parks and Recreation Commission
- 13 - Approve the reappointment of Barbara Susnitzky to the Redevelopment Agency
- 14 - Approve the reappointments of Joseph Justino and Alice Hyman to the Planning Commission
- 15 - Approve the reappointment of Frank Figueriedo to the Building Code Board of Appeals
- 16 - Approve the reappointments of Benjamin DaSilva, Harvey Center and Edward Wicks to the Cultural Commission
- 17 - Approve the appointments and reappointments of Abner Burgos-Rodriques, Carol Lubus, Levi Newsome, Marie Cosentino and Robert Dylewski to the Equal Rights and Opportunities Commission
- 26 - Approve acceptance of grant from Waldbaums for donation of trees
- 30 - Approve progress report on street light at corner of North Nabby Road and Forty Acre Mountain Road
- 31 - Approve acquisition of slope rights on Cross Street
- 33 - Approve acceptance of communication of survey for water and sewer on Country Ridge and Hausman Roads and take no action on the petition for sewer and water in this area
- 35 - Approve report concerning use of Schools Administration Building for PAL
- 36 - Approve report approving Ventana Corporation proposal
- 37 - Approve report on intersection of Chambers Road and Sturdevant Drive
- 39 - Approve report to take no action at this time on a request for water extension at Business Aircraft Center
- 40 - Approve Progress Report on request to purchase City property on Bear Mountain Park
- 41 - Approve report to deny with^{out} prejudice the purchase of City property on Backus Avenue
- 42 - Approve report to deny with^{out} prejudice the purchase of City property on Newtown Road
- 43 - Approve report to take no action at this time on property tax deferral for reservists in the Persian Gulf
- 44 - Approve Progress Report on drainage problem on Birch Road
- 45 - Approve application of ARROW grant from CADAC for \$28,902



CITY OF DANBURY

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

PLEASE REPLY TO:

DANBURY, CT 06810

January 10, 1991

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

Re: Charter Revision Ordinance Amendments

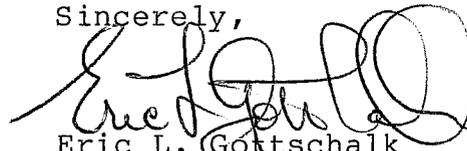
Dear Mayor and Council Members:

Please find attached a proposed ordinance which is intended to amend all ordinance sections which are affected by the Charter amendment that abolished the position of Comptroller. The proposal is intended to delete all references to "Comptroller" and replace each with a reference to "Director of Finance".

Although I may have missed some which we will have to pick up as we find them in the future, I hope that I caught most of them.

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

Sincerely,



Eric L. Gottschalk
Acting Corporation Counsel

ELG:r

Attachment

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



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CITY OF DANBURY

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

PLEASE REPLY TO:

January 9, 1991

DANBURY, CT 06810

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

Re: Repeal of Various Ordinance Sections

Dear Mayor and Council Members:

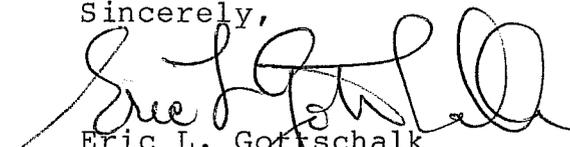
I am pleased to report that although in this day and age we seem most often to be adding to the bulk of our Code of Ordinances, we are now in a position to repeal several sections. During recent discussions with the Tax Assessor, we concluded that certain sections of Chapter 18 are no longer necessary. For the most part, these provisions relate to subjects that are fully covered under State law.

Accordingly, please find attached a proposed ordinance that would have the effect of repealing sections 18-01, 18-3, 18-4, 18-5 and 18-5.1 as well as subsections 18-1(b) and 18-1(c). Please consider the adoption of this repealing ordinance at your convenience.

In addition, please establish a committee to review the following ordinances, each of which either requires amendment or repeal: 8-21, 9-5, 10-16(6)(d), 11-1, 12-4, 12-5, 12-6, 12-7, 12-8, 12-9, 12-10, 12-11, 12-12, 12-15, 12-16, 12-17, 12-18, 12-19, 12-20, 12-23, 12-25, 12-27, 12-28, 12-29, 15-21, 15-23(c), 13A-5 and all sections of Chapter 22.

Please feel free to contact me if you have any questions regarding this matter.

Sincerely,



Eric L. Gottschalk
Acting Corporation Counsel

ELG:r

Attachment

c: Anne T. DeFlumeri
Tax Assessor



CITY OF DANBURY

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

PLEASE REPLY TO:

January 28, 1991

DANBURY, CT 06810

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

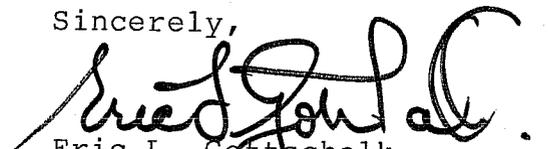
Dear Mayor and Council Members:

Please find enclosed two ordinance amendments necessitated by the recent Charter Revisions approved in November of 1990. The first relates to the requirement imposed by the modification to Section 6-1 of the Charter which requires that the Council designate an official of the City who would be authorized to sign checks on its behalf in the absence or inability of the Treasurer to so act. After discussing the matter with the Director of Finance, it was decided to suggest to you that the Town Clerk be so designated.

The second relates to a modification of Section 2-66.3.1 of the Code and involves a change of job title for the position of Assistant Comptroller. Since the Charter eliminated the position of Comptroller, we have modified the language of the Code to reflect that and have changed Assistant Comptroller to Assistant Director of Finance.

Finally, please be advised that this office is working in conjunction with officials in the Department of Finance to prepare a draft of an ordinance covering purchasing. Once that task is completed, we will forward it to you for consideration. Note that in the meantime, the old language of the Charter relating to purchasing remains in full force and effect.

Sincerely,


Eric L. Gottschalk
Acting Corporation Counsel

ELG:r

Enclosures



RECYCLED
PAPER



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

WATER AND SEWER DEPARTMENTS
797-4539

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

February 4, 1991

TO: CITY OF DANBURY COMMON COUNCIL
FROM: Mr. William Buckley, Supt. of Public Utilities
RE: ORDINANCE CHANGE 21-48

Dear Common Council:

Attached for your review and subsequent action is a copy of a proposed change to the Water Code of Ordinance Section 21-48. The change deals more specifically with a clarification of the existing language. We also put to writing a long-standing policy of the City of Danbury, namely that we would not charge a connection fee for fire service connections (please take note of subsection b).

Please note that there is no change to the actual dollar amounts charged in the connection fee and that these dollar amounts are charged based on the size of the water meter only.

This draft Ordinance was prepared by Mr. Rick Gottschalk after consultation with me and Mr. Schweitzer and should you have any questions I am certain that all three of us would make ourselves available to you or a subcommittee to respond to any comments or concerns you may have.

WJB:bds
cc: Mayor Gene Enriquez
Mr. Basil Friscia
Mr. Rick Gottschalk
Mr. Jack Schweitzer

ENCLOSURE





RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the nation, state and city are facing difficult economic times; and

WHEREAS, the City of Danbury is desirous of holding any local tax increase to a minimum; and

WHEREAS, the largest portion of a city's budget and tax increase is generated by personnel costs; and

WHEREAS, the capability of the City in controlling increases in salaries and benefits is dictated by state legislation in the form of binding arbitration;

NOW, THEREFORE, BE IT RESOLVED THAT the Common Council of the City of Danbury strongly urges our state legislators to review and modify the current binding legislation so as to ease the burden on the local taxpayer.

WE ALSO RESOLVE to urge all other local legislative bodies to contact their legislators with the same critical message, knowing that any success in controlling the rapidly escalating cost of providing the necessary municipal services will benefit everyone, make the cities and state more competitive and keep Connecticut as "The Place To Live".



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Common Council on January 7, 1986 duly voted to approve the Colonial Acres, Colonial Drive and Pilgrim Road improvement project and appropriated funding in the amount of \$139,000.00 for said purpose; and

WHEREAS, the purposes of said project oblige the City of Danbury 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 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 as hereinafter set forth;

NOW, THEREFORE, BE IT RESOLVED THAT the Corporation Counsel of the City of Danbury is hereby authorized to acquire the property interests as hereinafter set forth either by negotiation or by eminent domain through the institution of suits against the following named property owners, their successors and assigns and their respective mortgage holders and encumbrancers, if any, the affected properties being indicated by Tax Assessor's lot numbers.

Partial Property Acquisitions

1. F 10040 - 16 Colonial Drive / Cody, Raymond J. and Mary Ann (drainage easement)
2. F 10046 - Lake Shore Drive / Santore, D. Earle (drainage easement)
3. F 10045 - Pilgrim Drive (rear) / Santore, D. Earle (drainage easement)



CITY OF DANBURY

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

PLEASE REPLY TO:

February 5, 1991

DANBURY, CT 06810

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

Re: Colonial Acres, Colonial Drive and
Pilgrim Road / Renewal of Authorization

Dear Mayor and Members of the Common Council

The above project was originally approved by this Council on January 7, 1986 at which time funds in the amount of \$139,000 were appropriated for road improvements. Shortly thereafter, a resolution was also approved by the Common Council permitting this office to proceed with negotiation and/or eminent domain for acquisition of easement properties for purposes of the project. This office has acquired nine out of the original eleven necessary easements. The remaining two easements have presented some difficulty since the Council last approved the attached resolution in July of 1990 and require renewal of authority to acquire at this time.

Therefore, would you kindly and at your earliest opportunity consider and approve the attached resolution authorizing this office to proceed either by negotiation or by eminent domain to acquire the necessary drainage easements for the final completion of this project. Upon your approval of the resolution, this office will proceed to acquire any remaining title search and appraisal data so that these easements may be acquired and the project completed.

6

Hon. Gene F. Eriquez, Mayor
Hon. Members of the Common Council
Re: Colonial Acres, Colonial Drive, etc.
February 5, 1991

- 2 -

Should you have any questions in the meantime, please don't hesitate to contact this office.

Very truly yours,

Laszlo L. Pinter

Laszlo L. Pinter
Assistant Corporation Counsel

LLP:cr

Attachment

c: Frank L. Cavagna
Superintendent of Highways

Randall S. McHugh, Esq.

RAYMOND J. CODY AND MARY ANN CODY
LOT 11 - COLONIAL ACRES

6

Commencing at a point on the Easterly line of Colonial Drive, said point being the Northwesterly corner of Lot 11 and also the Northwesterly corner of land herein described, thence running along the northerly line of said Lot 11, N. 86° 12' 40" E. a distance of 233.66 feet to a point on the westerly line of land now or formerly D. Earl Santore, thence along westerly line of land, now or formerly D. Earl Santore, S. 02° 34' 30" W. a distance of 20.12 feet to a point, thence turning westerly through grantors' land S. 86° 12' 40" W. a distance of 235.58 feet to a point on the easterly line of Colonial Drive, thence running along easterly line of Colonial Drive, along the arc of a curve to the left having a radius of 175.0 feet and a length of curve of 20.44 feet to the point or place of beginning.

BOUNDED:

- Northerly: By Lot 18 - South Kohanza Lake Meadows - Section 4A.
- Easterly: By land now or formerly D. Earl Santore
- Southerly: By other land of the grantors.
- Westerly: By Colonial Drive

For a more particular description reference is made to map entitled "Final Plan Colonial Acres Lake Shore Drive Danbury, Connecticut, Scale 1" = 100'" dated February 27, 1974 and certified substantially correct by C. James Osborne, Jr., R. L. S. which map is on file in the Danbury Land Records as Map No. 5600.

DRAINAGE EASEMENT

D. EARL SANTORE

Commencing at a point on the southerly line of Lake Shore Drive, said point being the northwesterly corner of the grantors' land, and also being the northwesterly corner of land herein described, thence running along the southerly line of Lake Shore Drive, S. $87^{\circ} 25' 30''$ E. a distance of 25.00 feet to a point, thence turning southerly through grantors' land, S. $02^{\circ} 34' 30''$ W. a distance of 47.33 feet to a point, thence turning westerly S. $86^{\circ} 12' 40''$ W. a distance of 25.16 feet to a point on the dividing line between grantors' land and Lot 11 of Colonial Acres, thence running northerly along the dividing line between grantors' land and Lot 11 of Colonial Acres N. $02^{\circ} 34' 30''$ E. a distance of 50.12 feet to the point or place of beginning. Containing an area of 1218 sq. ft., more or less.

Bounded:

Northerly: By Lake Shore Drive

Easterly & Southerly: By other land of the grantor.

Westerly: By Lot 11 - Colonial Acres in part and Lot 18 - South Kohanza Lake Meadows, Section 4A, each in part.

For a more particular description, reference is made to a map entitled "Proposed Drainage Easement Through the Property of D. Earl Santore To Be Acquired by the City of Danbury, Lake Shore Drive, Danbury, Connecticut." Scale 1" = 40', dated February 6, 1987 and certified substantially correct by Ireneo H. Despojado, P.E. and R.L.S. No. 12050, which map is on file or to be filed in the Danbury Land Records.

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SCHEDULE B

**DRAINAGE EASEMENT
LAKE SHORE DRIVE
(OWNED BY D. EARLE SANTORE)**

Commencing on the westerly street line of Lake Shore Drive where the existing pipe culvert enters the land of the Grantors' referred to herein, thence running northerly along westerly street line of Lake Shore Drive, along the arc of a curve to the left, having a radius of 850.00 feet and a length of curve of 319.17 feet to a point, thence continuing northerly along the westerly street line of Lake Shore Drive N. $18^{\circ} 56' 20''$ W. a distance of 17.86 feet, more or less to a point, thence turning easterly across Lake Shore Drive, N. $71^{\circ} 03' 40''$ E. a distance of 50.00 feet, more or less to a point on the easterly street line of Lake Shore Drive, which point being the northwesterly corner of Lot 12, thence turning southerly along easterly street line of Lake Shore Drive, S. $18^{\circ} 56' 20''$ E. a distance of 17.86 feet to a point, thence continuing southerly along easterly street line of Lake Shore Drive, along the arc of a curve to the right, having a radius of 900.00 feet and a length of curve of 337.94 feet to a point, which point being the southwesterly corner of Lot 13, thence turning westerly across Lake Shore Drive, N. $87^{\circ} 25' 30''$ W. a distance of 50.00 feet to the point or place of beginning. The above described parcel of land is a part of a roadway, fifty feet (50') in width, known as Lake Shore Drive, being shown on a certain map entitled "Subdivision South Kohanza Lake Meadows Section 4A Danbury, Connecticut, Owner and Developer - D. Earle Santore, "Scale 1" = 100", dated July 6, 1966, and certified substantially correct by William E. Riordan, L. S., which map is on file in the office of the Danbury Land Records as map No. 4061.



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DANBURY MUNICIPAL AIRPORT
P.O. BOX 2299
WIBLING ROAD

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

Dear Mayor Enriquez,

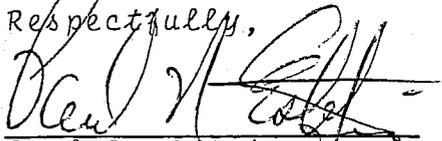
January 30, 1991

It appears that we have an opportunity to get our new snow removal building in this FAA fiscal year.

I am requesting that \$28,750.00 be approved so that we can have the City's amount in place and that the enclosed resolution also be approved so that we can take advantage of the Federal monies when they become available this year.

If you have any questions, please feel free to call.

Respectfully,


Paul D. Estefan
Airport Administrator

cc: (disk 9 @mayor8)



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, The Federal Aviation Administration of the United States Department of Transportation and the Bureau of Aeronautics of the Connecticut Department of Transportation make funds available through the Airport Improvement Act of 1987; and

WHEREAS, the City of Danbury intends to construct a snow removal building to store all of the new and old snow removal equipment, this project will improve the safety and efficiency of airport operations.

WHEREAS, the City of Danbury will make application for a federal and state grant in an amount not to exceed \$1,121,250.00 with a local match of two and one-half (2 1/2) percent equaling an amount not to exceed \$28,750.00;

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor of the City of Danbury, Gene F. Eriquez, is hereby authorized to make application for said grant, and that any and all additional acts necessary to effectuate said program be and hereby are authorized.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the City of Danbury wishes to replace the existing sanitary sewer line located between West Wooster Street and William Street; and

WHEREAS, said replacement will require the acquisition of easements from certain property owners described herein; and

WHEREAS, the properties and the interests therein to be acquired are more particularly described in Exhibits A, B and C attached hereto and made a part hereof; 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 as hereinafter set forth;

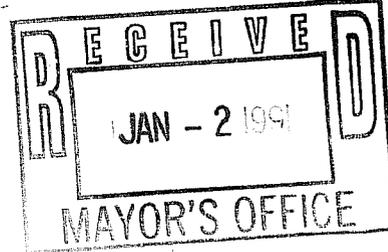
NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF DANBURY THAT the Corporation Counsel of the City of Danbury is hereby authorized to acquire the property interests as hereinafter set forth either by negotiation or by eminent domain through the institution of suits with respect to the aforementioned properties and owners thereof, their successors and assigns and their respective mortgage holders and encumbrancers, if any. The affected properties and property owners are indicated in the attached Exhibits A, B and C.



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810



ES

ENGINEERING DEPARTMENT
(203) 797-4641

January 3, 1991

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

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

Dear Mayor Eriquez and Common Council Members:

Proposed Sanitary Sewer Easements
Williams Street Sewer Replacement

The City of Danbury Sewer Department is planning to replace an existing deficient sanitary sewer main which runs from West Wooster Street to Williams Street.

In order to accomplish this, easements are required from the following property owners:

Peter A. DiMasi

Lucien & Joann Lariviere

Arline F. & Richard F. Krieg

A copy of the easement map is enclosed for your reference.

We are hereby requesting that the Common Council authorize the Corporation Counsel's Office to proceed with the acquisition of these easements.

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

Very truly yours,



John A. Schweitzer, Jr., P.E.
City Engineer

JAS/PAE/sd

Enclosure

c: Eric L. Gottschalk, Esquire
William Buckley, Jr., P.E.

SANITARY SEWER EASEMENT

To Be Acquired From,

Peter A. DiMasi

William Street

A sanitary sewer easement commencing at a point on the Southerly street line of William Street a distance of 14.67 feet westerly of an iron pin marking the northwest corner of land now or formerly of Allan J. Blumenfield and Edward McGlasson, thence running South $01^{\circ} 16' 13''$ East a distance of 191.08 feet thru land of the Grantor to a point; thence running North $37^{\circ} 32' 58''$ West a distance of 2.37 feet and North $50^{\circ} 00' 38''$ West a distance of 7.13 feet along land now or formerly of Arline F. and Richard F. Krieg to a point; thence running North $33^{\circ} 35' 50''$ West a distance of 24.76 feet along land now or formerly of Lucien and Joann Lariviere to a point; thence running North $01^{\circ} 16' 13''$ West a distance of 159.29 feet thru land of the Grantor to a point on the southerly street line of William Street; thence running North $76^{\circ} 43' 25''$ East a distance of 20.45 feet along said street line to the point of beginning.

Together with a temporary construction easement along the easterly line of the above described permanent easement all as shown on the map referred to below.

Together with the right to remove and/or trim trees located within the limits of the permanent easement described above as required for the installation of the sanitary sewer main.

For a more particular description of the sanitary sewer easement reference is made to a map entitled, "Map of Sanitary Sewer Easements to be Acquired from Peter A. DiMasi Lucien & Joann Lariviere Arline F. & Richard F. Krieg William Street and West Wooster Street Danbury, Connecticut Scale 1" = 20' July 27, 1990 Revised Dec. 10, 1990" by Roald Haestad, Inc. Waterbury, Connecticut, prepared and declared substantially correct by William S. Andres, P.E./L.S. No. 11665, which is to be filed in the Danbury Records.

SANITARY SEWER EASEMENT
To Be Acquired From
Arline F. and Richard F. Krieg
West Wooster Street

A sanitary sewer easement commencing at a point on the northerly street line of West Wooster Street a distance of 21.19 feet westerly of the southwest corner of land now or formerly of Harold J. and Alice M. Ryan, thence running South 55° 40' 07" West a distance of 20.01 feet along the northerly street line of West Wooster Street to a point; thence running North 32° 24' 58" West a distance of 58.88 feet thru land of the Grantor to a point, thence running North 52° 57' 08" East a distance of 7.79 feet, North 01° 44' 58" East a distance of 7.48 feet, North 11° 16' 31" West a distance of 10.95 feet, North 01° 23' 54" East a distance of 5.38 feet, and North 03° 03' 28" West a distance of 19.51 feet, all along land now or formerly of Lucien and Joann Lariviere to a point; thence running South 50° 00' 38" East a distance of 7.13 feet and South 37° 32' 58" East a distance of 2.37 feet along land now or formerly of Peter A. DiMasi to a point; thence running South 01° 16' 13" East a distance of 20.95 feet; thence running South 47° 17' 07" West a distance of 4.04 feet to a point, thence running South 42° 42' 53" East a distance of 22.24 feet to a point and South 32° 24' 58" East a distance of 47.02 feet to the point of beginning.

Together with a temporary construction easement along the easterly line of the above described permanent easement all as shown on the map referred to below.

Together with the right to remove and/or trim trees located within the limits of the permanent easement described above as required for the installation of the sanitary sewer main.

For a more particular description of the sanitary sewer easement; reference is made to a map entitled, "Map of Sanitary Sewer Easements to be Acquired from Peter A. DiMasi, Lucien & Joann Lariviere, Arline F. & Richard F. Krieg, William Street and West Wooster Street Danbury, Connecticut Scale 1" = 20' July 27, 1990" Revised Dec. 10, 1990 by Roald Haestad, Inc. Waterbury, Connecticut, prepared and declared substantially correct by William S. Andres, P.E./L.S. No. 11665, which map is to be filed in the Danbury Records.

SANITARY SEWER EASEMENT
To Be Acquired From
Lucien and Joann Lariviere
Spruce Street

8

A sanitary sewer easement commencing at an iron pipe at the southeasterly corner of the Grantor's land, thence running South 52° 57' 08" West a distance of 7.79 feet along land now or formerly of Arline F. and Richard F. Krieg to a point; thence running North 32° 24' 58" West a distance of 16.99 feet and North 01° 16' 13" West a distance of 54.06 feet thru land of the Grantor to a point, thence running South 33° 35' 50" East a distance of 24.76 feet, along land now or formerly of Peter A. DiMasi to a point, thence running south 03° 03' 28" East a distance of 19.51 feet, South 01° 23' 54" West a distance of 5.38 feet, South 11° 16' 31" East a distance of 10.95 feet and South 01° 44' 58" West a distance of 7.48 feet all along land now or formerly of Arline F. and Richard F. Krieg to the point of beginning.

Together with the right to remove and/or trim trees located within the limits of the permanent easement described above as required for the installation of the sanitary sewer main.

For a more particular description of the sanitary sewer easement; reference is made to a map entitled, "Map of Sanitary Sewer Easements to be Acquired from Peter A. DiMasi Lucien & Joann Lariviere Arline F. & Richard F. Krieg William Street and West Wooster Street Danbury, Connecticut Scale 1" = 20' July 27, 1990 revised Dec. 10, 1990" by Roald Haestad, Inc. Waterbury, Connecticut, prepared and declared substantially correct by William S. Andres, P.E./L.S. No. 11665, which map is to be filed in the Danbury Records.



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

ENGINEERING DEPARTMENT
(203) 797-4641

January 3, 1991

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

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

Dear Mayor Eriquez and Common Council Members:

Proposed Sanitary Sewer Easements
Williams Street Sewer Replacement

The City of Danbury Sewer Department is planning to replace an existing deficient sanitary sewer main which runs from West Wooster Street to Williams Street.

In order to accomplish this, easements are required from the following property owners:

Peter A. DiMasi

Lucien & Joann Lariviere

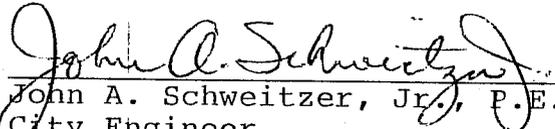
Arline F. & Richard F. Krieg

A copy of the easement map is enclosed for your reference.

We are hereby requesting that the Common Council authorize the Corporation Counsel's Office to proceed with the acquisition of these easements.

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

Very truly yours,



John A. Schweitzer, Jr., P.E.
City Engineer

JAS/PAE/sd

Enclosure

c: Eric L. Gottschalk, Esquire
William Buckley, Jr., P.E.



CITY OF DANBURY

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

PLEASE REPLY TO:

January 28, 1991

DANBURY, CT 06810

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

Re: Sewer Priority List

Dear Mayor and Council Members:

Since the Council has approved the construction of the Ledgemere Drive Sewer Project which is to be funded with existing bond issue funds, it is necessary to amend the priority list for which these funds may be used. For that purpose, I have enclosed a proposed resolution for your review. If you find it appropriate, please adopt it in the usual fashion.

Sincerely,

Eric L. Gottschalk
Acting Corporation Counsel

ELG:r

Attachment



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, on August 3, 1976 the Common Council established a Priority List of sewer projects to be undertaken by the City of Danbury and funded through a bond issue authorized by the voters; and,

WHEREAS, the Common Council subsequently amended that list to include other necessary projects as permitted by said issue; and,

WHEREAS, it is now appropriate to again modify said list to reflect changes due to the completion of certain projects and the addition of a certain project known as the Ledgemere Drive Sewer Project;

NOW, THEREFORE, it is hereby resolved by the Common Council of the City of Danbury that the Sewer Priority List be and hereby is amended to include the following projects:

1. Ledgemere Drive
2. Oak Ridge Gate
3. Candleview Ridge
4. Shannon Ridge
5. Jeanette Heights
6. Ryder's Lane



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ
MAYOR

(203) 797-4511

February 5, 1991

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members,

I hereby submit, for your confirmation and approval, the following individuals for reappointment to the Library Board of Directors:

Mrs. Joan Damia (R)
113 Clapboard Ridge Road
Danbury, CT 06811
Term to Expire: January 1, 1994

Mr. R. Steven Sharlow (R)
31 Wooster Heights
Danbury, CT 06810
Term to Expire: January 1, 1994

Mrs. Damia and Mr. Sharlow are both very active members of the Board of Directors and have excellent attendance records.

In addition, I would also like to appoint the following individual:

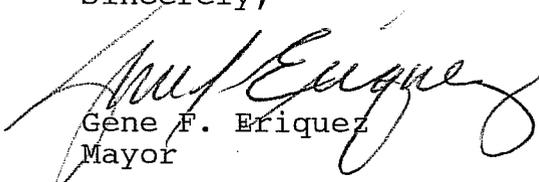
Mr. William Goodman (D)
One Lakeside Road
Danbury, CT 06810
Term to Expire: January 1, 1994

11

Mr. Goodman is a long time Danbury resident who has been active in many community organizations throughout the years. He is replacing Mr. DeNicola whose term expired January 1, 1991.

Thank you, in advance, for your timely confirmation of these appointments.

Sincerely,


Gene F. Eriquez
Mayor



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ
MAYOR

(203) 797-4511

February 3, 1991

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members,

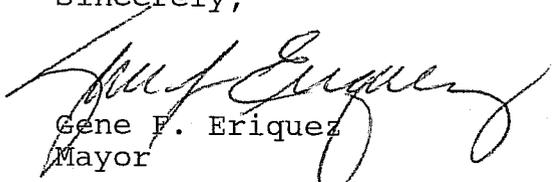
I hereby submit, for your confirmation and approval, the following individual for reappointment to the Parks & Recreation Commission:

Mr. Robert Dunikowski (U)
20 Cushing Drive
Danbury, CT 06810
Term to Expire: 12-1-93

Mr. Dunikowski is an active member of the commission and attends meetings regularly.

Thank you, in advance for your timely confirmation of this reappointment.

Sincerely,


Gene F. Eriquez
Mayor



B

CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ
MAYOR

(203) 797-4511

February 3, 1991

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members,

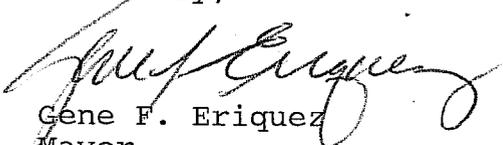
I hereby submit, for your confirmation and approval, the following individual for reappointment to the Redevelopment Authority:

Mrs. Barbara Susnitzky (R)
8 Field Road
Danbury, CT 06810
Term To Expire: 1-1-96

Mrs. Susnitzky is an active community volunteer. She has been a longstanding member of the Redevelopment Authority and has always been an active participant with an excellent attendance record.

Thank you, in advance, for your timely confirmation of this appointment.

Sincerely,


Gene F. Eriquez
Mayor



14

CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ
MAYOR

(203) 797-4511

February 3, 1991

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members,

I hereby submit, for your confirmation and approval, the following reappointments to the Planning Commission:

Mr. Joseph Justino (U)
60 Judith Drive
Danbury, CT 06810
Term to Expire: 1-1-94

Mrs. Alice Hyman (D)
601 Village Square
Danbury, CT 06810
Term to Expire: 1-1-94

Both Mr. Justino and Mrs. Hyman have excellent attendance records on the Commission. Mr. Justino is currently serving as Chairman.

Thank you, in advance, for your timely confirmation of these appointments.

Sincerely,


Gene F. Eriquez
Mayor



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ
MAYOR

(203) 797-4511

February 3, 1991

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members,

I hereby submit, for your confirmation and approval, the following individual for reappointment to the Building Code Board of Appeals:

Mr. Frank Figueredo (D)
15 West Pine Drive
Danbury, CT 06810
Term to Expire: 1-1-96

Mr. Figueredo was appointed last year. He has been an active member of the Commission.

Thank you, in advance, for your timely confirmation of this appointment.

Sincerely,


Gene F. Eriquez
Mayor



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ
MAYOR

(203) 797-4511

February 3, 1991

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members,

I hereby submit, for your confirmation and approval, the following reappointments to the Cultural Commission:

Mr. Benjamin DaSilva (D)
174 Franklin Street
Danbury, CT 06810
Term to Expire: 2-1-94

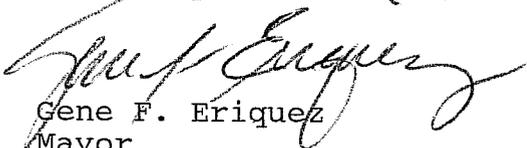
Mr. Harvey Center (D)
27 Bullet Hill Road
Danbury, CT 06810
Term To Expire: 2-1-94

Mr. Edward Wicks (R)
11 West Redding Road
Danbury, CT 06810
Term to Expire: 2-1-94

These three individuals are all valuable active members of the Commission and all have attended meetings regularly.

Thank you, in advance, for your timely confirmation of these appointments.

Sincerely,


Gene F. Eriquez
Mayor



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ
MAYOR

(203) 797-4511

February 3, 1991

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members,

I hereby submit, for your confirmation and approval, the following individuals for reappointment to the Equal Rights & Opportunities Commission:

Mr. Abner Burgos-Rodriguez (R)
8 Corn Tassle Road
Danbury, CT 06810
Term to Expire: 8-1-91

Ms. Carol Lubus (U)
Ironworks Drive
Danbury, CT 06810
Term to Expire: 8-1-92

Mr. Levi Newsome (D)
Terra Glen Road
Danbury, CT 06810
Term to Expire: 8-1-92

Ms. Marie Cosentino (R)
7 Jeannette Street
Danbury, CT 06810
Term to Expire: 8-1-91

Mr. Robert Dylewski (U)
5 Coach Road
Danbury, CT 06810
Term to Expire: 8-1-92

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In addition, I would also like to appoint the following individuals as new members to the Commission:

Ms. Christina Carvalho (D)
102 Garfield Avenue
Danbury, CT 06810
Term to Expire: 8-1-93

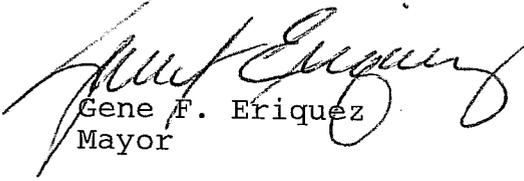
Mr. Carvalho is the Wellness/Child Care Coordinator for the FCI in Danbury. She is of Portugese descent and is interested in preserving the future of our City.

Mr. Andrew Woods (D)
24-19 Park Ridge
Rose Lane
Danbury, CT 06811
Term to Expire: 8-1-93

Mr. Woods is a Captain in the Danbury Police Department. He has been a Danbury resident for nearly 20 years.

Thank you, in advance, for your timely confirmation of these appointments.

Sincerely,


Gene F. Eriquez
Mayor



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ
MAYOR

(203) 797-4511

January 30, 1991

Honorable Common Council Members
City Hall
155 Deer Hill Avenue
Danbury, Connecticut 06810

Re: Appointment of Conflicts Attorney

Dear Council Members:

It is with great pleasure that I appoint Attorney Sharon W. Dornfeld to assist the Office of the Corporation Counsel in cases of actual or potential conflict of interest. A few pending matters, including variance applications in connection with the Eagle Road Connector project, make the appointment of Attorney Dornfeld appropriate at this time.

It is inevitable that on occasion, the staff of the Office of the Corporation Counsel is prevented from undertaking certain matters due to conflicts. These may arise in a number of ways. Most often, conflicts occur due to the past representation of private clients who must either present claims, applications or petitions to or against the City. In instances like this, if one member of the office has a conflict, professional responsibility suggests that all members of the office share the conflict.

Although it is not expected that cases of actual or potential conflict will occur very often, when they do, a conflicts attorney is indispensable if matters are to be handled expeditiously. I should also point out that the appointment of such an attorney will not involve any additional expense since it will merely result in the transfer of these matters from one attorney to another.

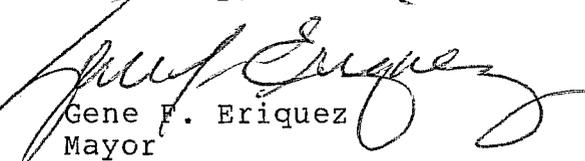
18

Honorable Common Council Members
January 30, 1991
Re: Appointment of Conflicts Attorney

- 2 -

A copy of Attorney Dornfeld's resume is attached. Attorney Dornfeld is a well respected member of the legal community and has been highly recommended by the staff of the Corporation Counsel's Office. Please confirm this appointment at your earliest opportunity.

Sincerely,


Gene F. Eriquez
Mayor

SHARON WICKS DORNFELD

ADDRESS: Home: 65 Ritch Drive
Ridgefield, Connecticut 06877
(203) 438-9715

Business: 42 Main Street
Danbury, Connecticut 06810
(203) 798-7788

PERSONAL: Date of Birth: 22 January 1952
Social Security #378-60-5221

EDUCATION: Legal: University of Michigan Law School
J.D. August 1981

College: University of Michigan
A.B. 1974
Radio/TV/Film, Journalism,
Political Science

High School: The American School in London, England
Diploma, 1970

ADMITTED TO PRACTICE: Connecticut, 1982
United States District Court for the
District of Connecticut: 1983

APPEARANCES BEFORE: Connecticut Superior Court, Juvenile
Court, Probate Courts, Appellate Court,
Supreme Court
Department of Public Utility Control
American Arbitration Association
United States District Court,
District of Connecticut
United States Bankruptcy Court

AGENT FOR: Chicago Title Insurance Company

RELEVANT WORK EXPERIENCE:

6/88 - present

Sole Practitioner

My practice consists of civil litigation, real estate, small business, estate planning and Juvenile and Probate Court work.

5/83 - 6/88

Associate Attorney

Ward J. Mazzucco, P.C.
Danbury, Connecticut

During my five years with this firm (and its predecessor Bliss & Mazzucco), I handled a variety of civil litigation, arbitration and probate matters and did some estate planning. I also advised a number of business clients on a continuing basis. During my last year with the firm, I was Personnel Attorney and was responsible for interviewing, hiring and administering staff.

5/80 - 5/81

Law Clerk

Bishop and Shelton
Ann Arbor, Michigan

My duties included legal research, preparation of pleadings, client interviews and assisting with trial preparations in plaintiffs' personal injury, wrongful death, antitrust and Section 1983 actions, domestic relations cases, and union-side labor law matters.

8/76-5/77

Program Assistant

Institute of Continuing Legal Education
Ann Arbor, Michigan

Under the direction of staff attorneys, I organized one to three-day continuing education courses in all areas of the law and law office management.

HONORS:

Outstanding Young Woman of America 1977

MEMBER:

American Bar Association
Connecticut Bar Association
Danbury Bar Association
American Trial Lawyers Association
Connecticut Trial Lawyers Association

COMMUNITY ACTIVITIES:

First Church of Christ, Scientist, Ridgefield
(President, 1987)
A Better Chance in Ridgefield, Inc.
(Vice-President 1987-1989)
(Board Member 1986-present)
Parking Violations Hearing Officer,
Town of Ridgefield
(1988-present)

REFERENCES:

Attorney Deborah L. Grover
42 Main Street
Danbury, Connecticut 06810

Richard L. Newman, Esq.
Cohen and Wolf, P.C.
158 Deer Hill Avenue
Danbury, Connecticut 06810

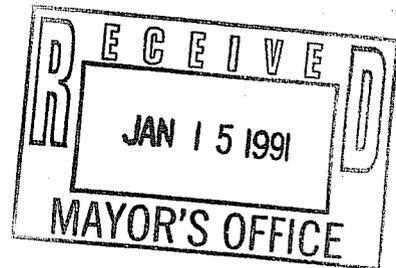
Attorney Robin A. Kahn
Cohen and Wolf, P.C.
158 Deer Hill Avenue
Danbury, Connecticut 06810



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810



Welfare Department
797-4569

January 14, 1991

TO: Mayor Eriquez
FROM: Deborah MacKenzie *DM*
RE: Donation from Pepsi-Cola Company

I have received from the Pepsi-Cola Company yet another gift, a \$3,000.00 donation to be shared amongst the homeless shelters!

Chris Jones called me on behalf of Craig Weatherup, CEO. She explained that they have a Charities Fund that they disburse each year. This year they have chosen to split that fund with Danbury.

As I had arranged for their Christmas donations to be shared amongst the agencies they are asking that this check also be shared. The donation is to benefit homeless services programs. I explained to Chris that there are three shelters: ours, Dorothy Day and Good Neighbor House. It was agreeable to her that the donation be split evenly amongst them.

I am turning the check over to Dom Setaro to be deposited. Please place this item on the agenda to be accepted and disbursed.

Thank you

cc: Dom Setaro, Finance Director
Joseph DaSilva, Common Council President
Paul Hines, Coordinator, Dorothy Day
Major Tidman, Salvation Army, Good Neighbor House

DM:bbc



January 17, 1991

Mayor Gene Eriquez

City Hall

Dear Mayor Eriquez:

The Library has received a donation in the amount of \$20.00.
The funds need to be credited to the Books line-item #02-07-101-
061201.

Please place this item on the agenda for the February Common
Council meeting.

Sincerely,



Betsy McDonough
Director

cc: D. Setaro
City Clerk

DONOR: Mr. & Mrs. Ugo Damia
113 Clapboard Ridge
Danbury, CT 06811



DANBURY
PUBLIC
LIBRARY

170 MAIN STREET

DANBURY, CONNECTICUT 06810

(203) 797-4505

January 15, 1991

Mayor Gene Enriquez

City Hall

Dear Mayor Enriquez:

The Library has received a donation in the amount of \$39.95.
The funds need to be credited to the Books line-item #02-07-101-
061201.

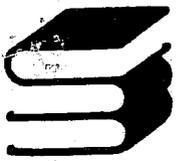
Please place this item on the agenda for the February Common
Council meeting.

Sincerely,

Betsy McDonough
Director

cc: D. Setaro
City Clerk

DONOR: Mary Anna Schoenfeld
40 Glen Road
Ridgefield, CT 06877



**DANBURY
PUBLIC
LIBRARY**

20

170 MAIN STREET

DANBURY, CONNECTICUT 06810

(203) 797-4505

December 27, 1990

Mayor Gene Enriquez

City Hall

Dear Mayor Enriquez:

The Library has received a donation in the amount of \$1,238.55. The funds need to be credited to the Office Equipment line-item #02-07-101-060500.

Please place this item on the agenda for the February Common Council meeting.

Sincerely,

Betsy McDonough
Director

cc: D. Setaro
City Clerk

DONOR: Danbury Business &
Professional Womens Club
Grace Sprigg
P.O. Box 552
Bethel, CT 06801



**DANBURY
PUBLIC
LIBRARY**

170 MAIN STREET

DANBURY, CONNECTICUT 06810

(203) 797-4505

January 8, 1990

Mayor Gene Eriquez

City Hall

Dear Mayor Eriquez:

The Library has received a donation in the amount of \$50. The funds need to be credited to the Books-Children line-item #02-07-101-061200.

Please place this item on the agenda for the February Common Council meeting.

Sincerely,

Betsy McDonough
Director

cc: D. Setaro
City Clerk ✓

DONOR: Julie Ludwig Overland
Kindermusik of Western Conn.
16 Maplewood Drive
Danbury, CT



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

Gene
Mayor Fiquery

Enclosed are copies of 2 gifts
that were sent to this department -

1) \$1,000 for Interweave -

2) \$100 for Elderly Services -
- for food vouchers for poor -

We will send "Thank You's"
and give checks to Comptroller -

Leo

21

December 18, 1990

Dear Recipient,

Enclosed is our 1990 donation to your organization. Best wishes to you and your associates and to those you serve in the new year.

HDOS Employees
Helping Hand Fund

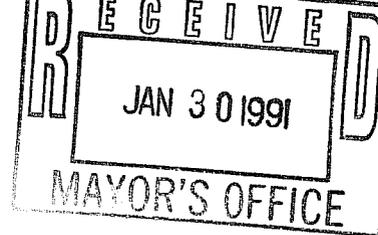
Thank You Note to: Dennis P. Brooks
Hughes Danbury Optical Systems, Inc.
Employees Helping Hand Fund
100 Wooster Heights Rd.
Danbury, CT. 06810

HUGHES DANBURY OPTICAL SYSTEMS, INC.		141
EMPLOYEES HELPING HAND FUND		
100 WOOSTER HEIGHTS RD.		
DANBURY, CT 06810		
	Dec. 18, 19 90	51-10/111
PAY TO THE ORDER OF	Interweave Adult Day Care Center	\$ 1,000.00
One thousand and 00/100-----		DOLLARS
Payable Through: Union Trust Company, New Haven, CT		
MUTUAL SECURITY FCU 2211		
23 HUBBARD ROAD, P.O. BOX 340		
WILTON, CT 06897-0340		
MEMO	1990 Disb.	<i>Richard F. Hayes</i> <i>Michael J. [Signature]</i>
⑆0⑆1⑆100⑆106⑆ ⑆20004475750⑆ 0⑆4⑆		



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

January 28, 1991

Mayor Gene Eriquez and
Members of the Common Council
City of Danbury
Danbury, Connecticut 06810

Dear Mayor Eriquez and Members of the Common Council,

The Department of Elderly Services is in receipt of a \$100.00 gift from the CT Light and Power Company to be used for senior citizens who are in need of food or other items.

May we have your approval to accept this donation? If so, would you kindly transfer \$100.00 into the Commission on Aging budget 02-05-167-029500.

Respectfully,
Leo McIlrath
Leo McIlrath, Director
Department of Elderly Services

NORTHEAST UTILITIES



THE CONNECTICUT LIGHT AND POWER COMPANY
WESTERN MASSACHUSETTS ELECTRIC COMPANY
HOLYOKE WATER POWER COMPANY
NORTHEAST UTILITIES SERVICE COMPANY
NORTHEAST NUCLEAR ENERGY COMPANY

21
7 STONY HILL ROAD
BETHEL, CONNECTICUT 06801-1087
(203) 744-1321

WILLIAM J. STAX
GENERAL MANAGER

December 12, 1990

Mr. Leo E. McIlrath, Director
Department of Elderly Services
City of Danbury
80 Main Street
Danbury, Connecticut 06810

Dear Mr. McIlrath:

Enclosed is a Connecticut Light and Power Company check in the amount of \$100.00, representing our 1990 contribution to the Danbury Senior Center.

Sincerely,

William J. Stax
General Manager

Enclosure

WJS:pms

CONNECTICUT LIGHT AND POWER COMPANY		51-44 119
DATE DEC 10, 1990	VOUCHER NO. 14320-121090	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. 782402	***100.00*	
TO Connecticut National Bank HARTFORD, CONNECTICUT	AUTHORIZED SIGNATURE 	

⑈000782402⑈

⑆011900445⑆

2262⑈



21

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

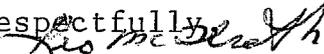
January 28, 1991

Mayor Gene Eriquez and
Members of the Common Council
City of Danbury
Danbury, Connecticut 06810

Dear Mayor Eriquez and Members of the Common Council,

The Department of Elderly Services is in receipt of a \$100.00 gift from the CT Light and Power Company to be used for senior citizens who are in need of food or other items.

May we have your approval to accept this donation? If so, would you kindly transfer \$100.00 into the Commission on Aging budget 02-05-167-029500.

Respectfully,

Leo McIlrath, Director
Department of Elderly Services

January 15, 1991

Danbury City Council
City Hall
155 Deer Hill Avenue
Danbury, Ct. 06811

Dear Council Members:

As Commissioner of the Danbury PAL Soccer Club I wish to petition your body in an attempt to secure land for a Soccer Complex. It is imperative that additional land for a soccer field be obtained.

Last Spring over 800 of Danbury's youth participated in the Danbury PAL Soccer program. However, it was extremely difficult to secure fields for in-house, travel, and State Cup matches on the existing fields available in Danbury. We feel, as taxpayers, there is ample land within the city of Danbury which could be developed with the cooperation of the City of Danbury, the Police Athletic League, and our organization to insure the creation of a Soccer Complex of which we could all be proud.

I urgently request a meeting with your body to discuss the start of such a project. It is my fervent hope that we can initiate such an endeavor as soon as possible. I await your response.

Sincerely,



C. Arthur Bright
COMMISSIONER
Danbury PAL Soccer
1 Pleasant Drive
Danbury, Ct. 06811

CAB:sjk

cc: Mr. Robert Ryerson/Parks and Recreation Dept.
Mr. Michael Fazio
Officer Nelson Neves/Police Athletic League

Tisano Realty, Inc.

23

January 9, 1991

Members of the Common Council
City of Danbury
155 Deer Hill Ave.
Danbury, CT 06810
C/O Ms. Jimmetta Samana, City Clerk

Re: City Owned Property East and West of 20-30 Backus Avenue

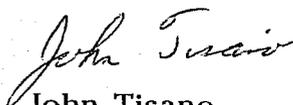
Dear Sirs:

We would like at this time to ask permission of the Common Council for us to make a proposal to the Common Council to either purchase or lease from the City of Danbury all of or a portion of the City owned property which exists to the west and a portion of the property located to the east (The former Police Athletic League Soccer Field) of our property located at 20-30 Backus Avenue.

Our desire would be to acquire additional property to expand our parking facilities and possibly to expand our building. Should we be able to acquire additional property which would allow us to expand our building, we would hope to lease this space to one or more national service concerns which have already expressed interest in the location.

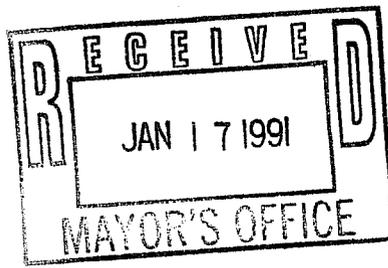
I thank the Council Members for their time and consideration, and look forward to hearing from the Council as to whether the Council is open to discussions with us to enable our firm to acquire part or all of this property.

Very truly yours,



John Tisano
Secy./Treasurer

ASSOCIATES:
EDWIN G. FERNAND, M.D.
VIJAY M. PATIL, M.D.
JOHN B. FAMIGLIETTI, M.D.
STEVEN J. TENENBAUM, M.D.



24
DANBURY SURGICAL ASSOCIATES, P.C.
46 FEDERAL ROAD
DANBURY, CONNECTICUT 06810-6198
TELEPHONE 203 743-3877

January 15, 1991

Edwin G. Fernand, M.D.
44 Chambers Road
Danbury, CT. 06810

Eugene Eriquez, Mayor
City of Danbury
155 Deer Hill Road
Danbury, CT. 06810

Dear Mayor Eriquez,

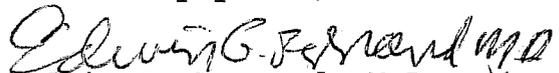
Pursuant to the proposed resubdivision of my property at 44 Chambers Road, I would like to donate to the City, two small parcels of land upon approval of such resubdivision.

Parcel "X" being 1,606 +/- square feet to be donated for future highway purposes.

Parcel "Y" being 734 +/- square feet to be donated for additional reservoir buffer between my proposed lot 3B and the waters edge.

Both parcels are shown on May entitles "Subdivision prepared for Edwin G. Fernand and Patricia A. Fernand, 44 Chambers Road, Danbury, CT. 06810 - Scale: 1"-40' - Dated December 28, 1990 by Brautigam Land Surveyors, P.C., Newtown, CT. 06470.

Sincerely yours,


Edwin G. Fernand, M.D.

EGF:am



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

PLANNING COMMISSION
(203) 797-4525

January 2, 1991

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

Re: 8-24 Referral - Acquisition of Property -
Redevelopment/Liberty Street Garage

Dear Council Members:

The Planning Commission at its meeting December 20, 1990 voted a positive recommendation for the acquisition of property, Redevelopment/Liberty Street Garage for the reason that this acquisition will facilitate construction of the new parking garage that will enhance the redevelopment project.

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

Sincerely yours,


Joseph Justino
Chairman



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

26

FORESTRY DEPARTMENT
(203) 797-4536

RICHARD K. SMITH
TREE SUPERVISOR

January 8, 1991

TO: Joseph DaSilva, President of Common Council

FROM: Richard K. Smith, Tree Supervisor

Enclosed is a letter to Fred Borman, Urban Forester, State of Connecticut DEP. It would be appreciated if the request for the mentioned grant could be put on the Common Council Agenda for the February meeting for acceptance if it is granted.

Thank you for your cooperation. If you have any questions please feel free to call me at 797-4536.



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

FORESTRY DEPARTMENT
(203) 797-4536

RICHARD K. SMITH
TREE SUPERVISOR

January 8, 1991

Fred Borman, Urban Forester
Connecticut Dept. of Environmental Protection
Division of Forestry
State Office Building, Room 260
165 Capitol Avenue
Hartford, Ct. 06106

Dear Mr. Borman;

In conjunction with our Arbor Day/Week ending April 26, 1991, we are seeking grant money provided by Waldbaum's Foodmart to be used for the purchase of trees to be planted in Danbury.

We are hoping to use this grant money for the purchase of 5 Acer rubrum October Glory 2" BB to be planted in Rogers Park near the pool and softball field. The area is damp and they should do well there. Planting space is unlimited. We would also like to plant 5 Kousa Dogwoods on West Street in our city. The planting area there is 5' to 10" wide. Those Kousa's should be 6 to 8 feet BB. The total cost of all trees would be approximately \$1,500.00. The Forestry Department of the City of Danbury would do the planting and provide future care.

The 5 October Glory's will be replacing Willow trees that had to be removed because they were unsafe. The Kousa's replace diseased Dogwoods on West Street.

The trees would be planted in conjunction with the Mayor, Lion's Club, Rotary Club, Boy Scouts, MADD, school children and other civic groups participating. Media coverage usually consists of local radio stations and newspapers.

Let me state again the Forestry Department will plant and provide annual maintenance of these trees. We have always planted various trees and shrubs on city streets and parks. Our commitment this year is budgeted for \$5,000.00. We cannot install plaques in the planned planting areas, but a Certificate of Appreciation will be displayed at City Hall as well as the media coverage on the day of the planting.

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Fred Borman, Urban Forester

I look forward to working with Walbaum's Foodmart in the planting of these trees. It makes Danbury a greener more beautiful place to live and work.

If you have any questions please feel free to contact me at 797-4536. Thank you for your cooperation in this matter.

Sincerely,



Richard K. Smith
Tree Supervisor

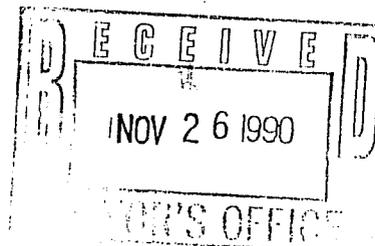
cc: Gene Enriquez, Mayor
B. Friscia, Asst. to Mayor
J. DaSilva, Pres. Common Council

26

STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL PROTECTION



November 19, 1990



Dear Sir/Madam,

In furtherance of the terms of a grant from Waldbaum's Foodmart, the Division of Forestry, in cooperation with the Connecticut Department of Agriculture and the Connecticut Nurserymen's Association, is soliciting proposals for the planting of trees in conjunction with Arbor Day, April 26, 1991.

The grant money provided by Waldbaum's Foodmart will be used to purchase a variety of Connecticut grown trees through the Connecticut Nurserymen's Association. Cities and towns are requested to develop plans for planting of a maximum of 10 of these trees.

Proposals received will be evaluated by a team of urban forestry professionals, and ranked according to how well they address the criteria listed below.

Evaluation Criteria:

1. PUBLIC INVOLVEMENT. How well does the proposal involve citizen groups, community associations, youth, elderly, and other elements of the community?
2. COMMITMENT. What provisions have been made for the long term care and maintenance of the planting? By whom? With what resources?
3. ENVIRONMENTAL IMPACT. How well will the plantings maximize benefits to the environment in terms of aesthetics, noise control, shading, pollution control, and temperature amelioration?
4. NEED. How much need for this project has the proposal documented?
5. CAPABILITY. How capable is the community of taking on this project, and successfully completing it?
6. MATCHING FUNDS. How many dollars does the community pledge to match the value of the trees they receive? In what form will that value be expended?

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In addition to addressing the above criteria, your proposal should include, as a minimum, the following information:

1. LOCATION: Where the trees are to be planted. It is preferable for the trees to be planted in a single location, i.e. a park, or along one street. If along a street, please indicate which street, planting area size, and if utilities are present.

2. SPECIES, NUMBER AND SIZE: Please indicate the type and number of trees needed, and preferable size, i.e. 1" or 2" caliper.

3. COST: An estimated dollar amount needed for the purchase of the trees listed in number 2 above.

4. SOURCE OF PLANTING: Grant money is for the purchase of trees only. Please indicate who will do the planting, equipment available, etc.

5. ANNUAL MAINTENANCE: Indicate who is responsible for the care and upkeep of the trees, once planted.

6. PUBLICITY: Indicate local media that would cover an Arbor Day, tree planting event. Indicate a willingness to publicize this event.

7. RECOGNITION: Method by which Waldbaum's Foodmart would receive recognition from your community for their generosity in providing the trees. Recognition could be in the form of a plaque at the site of the planting or a certificate of appreciation displayed in your city/town hall.

Please submit your proposal to:

Connecticut Department of Environmental Protection
Division of Forestry
State Office Building, Room 260
165 Capitol Ave.
Hartford, CT 06106

Attn: Fred Borman
Urban Forester

Proposals must be received in this office by the close of business on January 15, 1991.

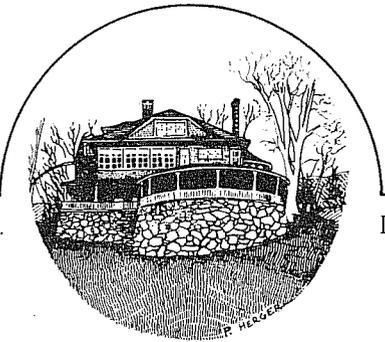
Questions may be directed to Fred Borman at the above address or by telephone at 566-5348.

Sincerely,



Peter M. Babcock
State Forester
Division of Forestry

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Tarrywile Park Authority • 70 Southern Blvd.

Danbury, Connecticut 06810 • (203) 744-3130

January 30, 1991

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

Dear Council Members:

The Tarrywile Park Authority hereby requests your review and subsequent approval to lease the Carriage House adjacent to Tarrywile Mansion.

Enclosed is our proposed lease and relevant materials.

Very truly yours,

Robert Woodside
Director

RW:mlo

cc: The Honorable Mayor Gene Eriquez
Dennis Elpern
Eric Gottschalk
Dominic Setaro
Paul Schierloh
Tarrywile Park Authority



20

CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ
MAYOR

(203) 797-4511

February 5, 1991

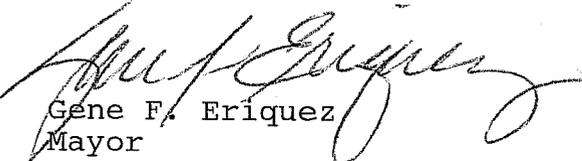
Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members,

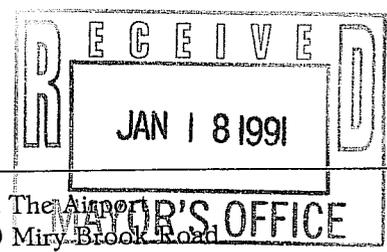
The attached correspondence was received by my office. This item should be referred to an ad hoc committee and to the Aviation Commission for consideration.

Thank you for your cooperation.

Sincerely,


Gene F. Eriquez
Mayor

F. T. Charney & Company, Inc.



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At The Airport
49 Miry Brook Road
Danbury, CT 06810
(203) 744-6664 FAX# 743-2420

January 16, 1991

Mr. Donald Crudginton
Chairman, Danbury Airport Commission
157 South Street
Danbury, CT 06810

Dear Mr. Crudginton,

I'm writing to you on behalf of Executive Air Service to formally request an extension on one provision of our current lease with the City of Danbury. As currently written, we have an obligation to commence construction on improvements on city property by Oct. 1, 1991.

At this time it appears that there is some likelihood that we may not be able to meet that deadline. Since signing our original lease with you, we have worked diligently to rebuild the business left to us by Connecticut Air Service, and we are pleased with the results. The property has been restaffed, the flight school revitalized, the 135 Certificate reinstated, and new corporate tenants, including a large helicopter operation, have been brought to Executive Air. Frankly, business has been very good. In fact, it has been so good that we have outgrown our existing facility.

Unfortunately, the current banking climate has made it more difficult than usual to convince a lender of that fact. As of this writing, we have secured permission from the FAA to build 68 additional Tee Hangars, as well as double the existing size of our unheated, or glass hangar. We have a waiting list of tenants anxious to occupy the Tee Hangars, and leases in hand to fill up 50% of the hangar addition.

Despite all of this "business in hand", we have, as yet, been unable to accomplish two important tasks. They are:

1. The FAA has not approved a modification to our original 68 Tee Hangar approval, thus allowing us to move our Tees to the new land recently made available to us on the westerly edge of our property (in our land swap with the city).
2. Convince a local lender, in this most hostile real estate and banking environment, to make the necessary financing available to us to effectuate these needed improvements.

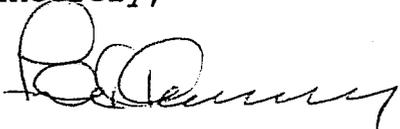
Although we are continuing to negotiate and approach other construction lenders, we believe it prudent to advise you, at this time, of the possibility of us not securing the financing, and thereby being unable to commence construction on these two projects prior to October 1, 1991.

Therefore, we respectfully request an extension of three years on that provision of our lease. Please do not construe this, in any way, as a shrugging of our responsibility, or an indication of our desire not to expand this business. It is clearly not the case. Executive Air, which is currently profitable, will become all the more profitable with the additional Tee Hangars and heated hangar space. We, as a business, are most anxious to commence this construction. Unfortunately, as I have previously stated, the start date and our ability to do so, is tied very much to the current banking situation.

I hope you will look upon my request favorably. I am, of course, open to discuss this letter with you or any modifications to this request, and will continue to diligently pursue financing in the interim.

I look forward to hearing from you, and thank you for your consideration.

Sincerely,



Felix T. Charney
President, Executive Air Service, Ltd.

FTC/md

cc: Paul Estefan
The Honorable Gene Eriquez ✓
Les Pinter

DANBURY PUBLIC SCHOOLS
ADMINISTRATION BUILDING
1 School Ridge Road
Danbury, Connecticut 06811-5299
(203) 797-4700

ANTHONY L. SINGE Ph.D.
Superintendent of Schools

February 4, 1991

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

The Board of Education has been continuing its bus replacement program and has received 12 new buses which were awarded through the competitive bid process. We are now ready to enter into a lease/purchase agreement with GE Capital at an effective annual interest rate of 7.68% for a 5 year period.

The City's Bond Attorney has rendered an opinion that Connecticut General Statutes empower boards of education to enter into contracts for up to five years to provide student transportation. The Bond Attorney also concludes that the interest component of any payment made by the Board pursuant to a lease purchase agreement approved solely by the Board, may not be qualified as tax-exempt under Section 103 of the Internal Revenue Code of 1986.

GE Capital also has this concern, and this is the reason that we have sent this lease/purchase agreement to the Common Council for your approval. Common Council approval will qualify the interest as tax-exempt and the lower interest rates benefit the Board of Education and City of Danbury.

Thank you for your assistance.

Sincerely,



Anthony L. Singe

CC: Honorable Mayor Gene Eriquez
Laszlo L. Pinter, Asst. Corporation Counsel
Dominic Setaro, Director of Finance



JAN 23 1991

GE Capital

29

pick, can you help me on this? JACK H.

GE Vehicle Fleet Services
400 North General Electric Capital Corporation
Three Oaks Drive Eden Prairie, MN 55344
952-937-1787

January 10, 1991

CITY OF DANBURY, acting on behalf of DANBURY PUBLIC SCHOOLS
1 School Ridge Road
Danbury, CT 06811

Attention: John D. Heidenreich

RE: Lease Financing for: (12) GMC/Wayne 65 Passenger School Buses

Dear Mr. Heidenreich:

Enclosed for your review is the Lease Agreement covering the above referenced equipment. The Agreement should be signed by an authorized official and returned to us as soon as possible.

In addition, please note the following:

1. **Opinion of Counsel (Exhibit D):** Your legal counsel should review all documentation and then provide an Opinion in the form of the sample Exhibit D.
2. **Insurance Certificate:** Please provide a Certificate of Insurance addressing the requirements described in the enclosed Insurance Memorandum.
3. **UCC Form:** If enclosed, please sign the form where indicated and return to us.

The completed Lease Agreement, Opinion of Counsel, UCC Form, and Insurance Certificate should be returned to us as soon as possible. Please contact either Pat Snell at (612) 828-1728 or myself, Kevin Johnson, at (612) 828-1016 if there are any questions regarding this matter.

We appreciate the opportunity to do business with the CITY OF DANBURY, acting on behalf of DANBURY PUBLIC SCHOOLS.

Sincerely,

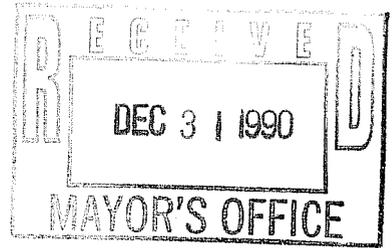
Kevin L. Johnson
Associate

Encl.



CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810



25

December 27, 1990

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

ENGINEERING DEPARTMENT
(203) 797-4641

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

Dear Mayor Eriquez and Common Council Members:

**Proposed Slope Rights
Cross Street Bridge**

In order to allow for the reconstruction of the Cross Street bridge over the Still River, slope rights are required from the following property owners:

Hector and Teresa Situ

Libby R. Corbin

Frederick M. Blackburn

Copies of the maps prepared by the City's consulting engineer are enclosed for your reference.

We are hereby requesting that the Common Council authorize the Corporation Counsel's Office to proceed with the acquisition of these slope rights.

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

Very truly yours,

Patricia A. Ellsworth
Patricia A. Ellsworth, P.E.
Assistant City Engineer

PAE/gw
Enclosures

c: Basil Friscia
Public Works Director
Eric L. Gottschalk, Esquire



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

BASIL J. FRISCIA
ADMINISTRATIVE ASSISTANT

(203) 797-4511

30

January 28, 1991

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

FROM: Basil J. Friscia, Administrative Assistant

SUBJECT: Progress Report - Street Light at Corner of
North Nabby Road & Forty Acre Mountain Road

The attached memo from Frank Cavagna, Superintendent of Highways, is a Progress Report as related to the above captioned subject.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the City of Danbury wishes to reconstruct Cross Street bridge; and

WHEREAS, said reconstruction will require the acquisition of slope rights from certain property owners described herein; and

WHEREAS, the properties and the interests therein to be acquired are more particularly described in Exhibits A, B and C attached hereto and made a part hereof; 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 as hereinafter set forth;

NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF DANBURY THAT the Corporation Counsel of the City of Danbury is hereby authorized to acquire the property interests as hereinafter set forth either by negotiation or by eminent domain through the institution of suits with respect to the aforementioned properties and owners thereof, their successors and assigns and their respective mortgage holders and encumbrancers, if any. The affected properties and property owners are indicated in the attached Exhibits A, B and C.

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SLOPE RIGHTS

Frederick M. Blackburn

Rights to slope land and to reconstruct a stone wall on land of the Grantors all as shown on the map described below.

Reference is made to a map entitled "City of Danbury, Connecticut Map Showing Slope Rights Acquired from Frederick M. Blackburn by City of Danbury Replacement of Cross Street Bridge over Still River Scale 1"=40' November 1990" prepared by P. W. Genovese and Associates, Inc., Hamden, Connecticut and certified as a Class D map by Winfield R. Jacobs, L.S..

SLOPE RIGHTS

Libby R. Corbin

Rights to slope land and to reconstruct a stone wall on land of the Grantors all as shown on the map described below.

Reference is made to a map entitled "City of Danbury, Connecticut Map Showing Slope Rights Acquired from Libby R. Corbin by City of Danbury Replacement of Cross Street Bridge over Still River Scale 1"=40' November 1990" prepared by P. W. Genovese and Associates, Inc., Hamden, Connecticut and certified as a Class D map by Winfield R. Jacobs, L.S..

SLOPE RIGHTS

Hector & Teresa Situ

Rights to slope land and to reconstruct a stone wall on land of the Grantors all as shown on the map described below.

Reference is made to a map entitled "City of Danbury, Connecticut Map Showing Slope Rights Acquired from Hector & Teresa Situ by City of Danbury Replacement of Cross Street Bridge over Still River Scale 1"=40' November 1990" prepared by P. W. Genovese and Associates, Inc., Hamden, Connecticut and certified as a Class D map by Winfield R. Jacobs, L.S.



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

December 27, 1990

ENGINEERING DEPARTMENT
(203) 797-4641

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

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

Dear Mayor Eriquez and Common Council Members:

**Proposed Slope Rights
Cross Street Bridge**

In order to allow for the reconstruction of the Cross Street bridge over the Still River, slope rights are required from the following property owners:

Hector and Teresa Situ

Libby R. Corbin

Frederick M. Blackburn

Copies of the maps prepared by the City's consulting engineer are enclosed for your reference.

We are hereby requesting that the Common Council authorize the Corporation Counsel's Office to proceed with the acquisition of these slope rights.

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

Very truly yours,

Patricia A. Ellsworth
Patricia A. Ellsworth, P.E.
Assistant City Engineer

PAE/gw
Enclosures

c: Basil Friscia
Public Works Director
Eric L. Gottschalk, Esquire



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

February 5, 1991

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

Re: To Propose and to Adopt Legislation reducing interest
rates on various taxes and assessments

I respectfully request that an ad hoc committee be appointed to study the above purpose.

Sincerely,

Louis T. Charles, Jr.

Louis T. Charles, Jr.
Council Member
7th Ward



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

January 31, 1991

ENGINEERING DEPARTMENT
(203) 797-4641

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

Councilman Joseph DaSilva
President
Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, Ct. 06810

Dear Councilman DaSilva:

Country Ridge Road, Hausman Road
Proposed Sanitary Sewer and Water Mains

At the request of the Common Council, this office conducted a survey (by mail) of the property owners whose properties would be affected by the above-captioned proposed sanitary sewer and water projects. A sample of the survey sheet is attached hereto.

The results of this questionnaire were compiled on January 28, 1991, with the following results:

I. Sanitary Sewer

a. Comparison of results by lots:

Yes -----	7 (21.2%)
No -----	23 (69.7%)
No response -----	3 (9.1%)
	<u>33</u> Total lots in survey

b. Comparison of results by area of lots:

Yes -----	3.8490 Ac (17.8%)
No -----	15.6840 Ac (72.6%)
No response -----	2.0768 AC (9.6%)
	<u>21.6098</u> Total acreage for project

II. Water

a. Comparison of results by lots:

Yes -----	7 (21.2%)
No -----	23 (69.7%)
No response -----	3 (9.1%)
	<u>33</u> Total lots in survey

(continued on page 2)

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TO: Councilman Joseph DaSilva
RE: Country Ridge Road, Hausman Road
Proposed Sanitary Sewer and Water Mains

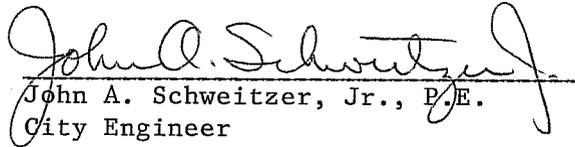
January 31, 1991

b. Comparison of results by area of lots:

Yes -----	3.8490 Ac (17.8%)
No -----	15.6840 Ac (72.6%)
No response -----	<u>2.0768</u> Ac (9.6%)
	21.6098 Total acreage for project

Hopefully the results summarized will aid you in your deliberations concerning these sewer and water projects.

Very truly yours,


 John A. Schweitzer, Jr., P.E.
 City Engineer

JAS/PAE/gw

Enclosure

c: Mayor Gene F. Eriquez
Public Works Director
Basil Friscia
William Buckley, Jr. P.E.



23

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

December 27, 1990

ENGINEERING DEPARTMENT
(203) 797-4641

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

Dear Property Owner:

**Proposed Sanitary Sewer and Water Mains
Country Ridge Road, Hausman Road**

The Common Council of the City of Danbury has received a request from property owners in the area to review the possibilities for the extensions of sanitary sewer and water mains to Country Ridge Road and Hausman Road.

Before instructing this office to proceed with the preparation of detailed plans and cost estimates, the Council would like to get an idea of just how much interest there is in this proposal.

Based upon preliminary cost estimates prepared by this office, it is estimated that the assessment for the benefits derived by said SEWER extension is _____ for lot(s) _____. Payment of sewer assessments can generally be made over an extended time period-usually in excess of 10 years.

Based upon preliminary cost estimates prepared by this office, it is estimated that the assessment for the benefits derived by said WATER extension is _____ for lot(s) _____. Payment of water assessments can generally be made over an extended time period-usually in excess of 10 years.

The sanitary sewer and water main estimates noted above are based on the cost of completing one project separate from the other. Thus, if one project is approved and the other is denied, the preliminary cost estimates above will be true for one completed project.

If both projects are approved, in all likelihood the total cost to the homeowner will be somewhat less than the total of the two preliminary cost estimates given above. There is some work (pavement overlay, etc.) which would be common to both projects.

Will you please mark your choices on the bottom portion of this letter, detach it and return it in the enclosed self-addressed envelope to the Engineering Department no later than January 25, 1991.

In order for the Common Council to make a decision on the status of this project, responses from a large percentage of property owners are needed.

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

Very truly yours,

John A. Schweitzer, Jr. P.E.
City Engineer

JAS/PAE/gw

(detach here)

In favor of proposed **SEWER** line.

Not in favor of proposed **SEWER** line.

In favor of proposed **WATER** line.

Not in favor of proposed **WATER** line.

Lot No. _____

Name: _____

Address _____



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

February 5, 1991

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

Re: Use of Schools Administration Building for PAL

The Common Council Committee appointed to review the request to consider the future possibility of leasing the Danbury Schools' administration Osborne Street facility to the Police Athletic League upon completion of the upcoming reorganization project met on Monday, January 7, 1991 at 7:30 P.M. in Room 432 in City Hall. In attendance were committee members Valeri, Mack and Fazio. Also in attendance were PAL Representatives Nelson Neves and Kevin Barry, Danbury Schools Administrations Tony Paivo and Jack Heidenreich, Board of Education Members Matt Gallagher and Carlo Morano, Superintendent of Public Buildings Rick Palanzo and City Engineer Jack Schweitzer.

It was explained that the committee had met in December and had indicated its support of the request but that ~~due to~~ an oversight in notification and the resultant absences of representation from the Board of Education at that December meeting necessitated a second meeting to recognize the Board's "valued" input.

The Chair took time to explain reasons for the request, citing PAL's long time service to the community and its need for a permanent and centralized location for both administrative and recreational activity. It was further stated that upon completion of scheduled renovations to Beaver Brook School and the subsequent relocation of administrative offices from Mill Ridge to Beaver Brook, the anticipated space at Mill Ridge could serve to accomodate operations presently occupying Osborne Street, thus providing an appropriate facility to meet the needs of PAL. And although the present reorganization schedule would indicate such a move somewhere in the area of two years hence, it is strongly felt that an exercise in foresight is imperative.

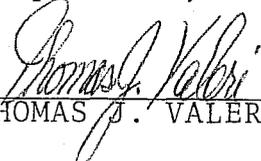
Although there are no plans at this time to vacate the Osborne Street facility upon completion of the impending reorganization, School Board Members cited the formation of a committee to consider the future use of the Mill Ridge facility. The Council Committee suggested giving

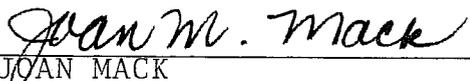
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serious consideration to its request citing the Board of Education and School's Administration past "offer" to turn Mill Ridge over to the City as a benefit to passage of the reorganization bonding referendum.

Additionally, it was agreed upon by the Board Members present at the request of the committee, to involve PAL representation in the process of deciding the future use of both Mill Ridge and Osborne Street facilities. It was also suggested that the committee report back to the Common Council with an update on progress in this regard as soon as possible.

Respectfully submitted,


THOMAS J. VALERI, Chairman


JOAN MACK


MICHAEL FAZIO



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

February 5, 1991

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Honorable Members of the Common Council

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250

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Respectfully submitted,

THOMAS J. VALERI, Chairman

JOAN MACK

MICHAEL FAZIO



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

February 5, 1991

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

Re: Ventana Corporation Proposal

The Common Council Committee appointed to review the Ventana Corporation proposal met on Monday, January 7, 1991 at 8:00 P.M. in Room 432 in City Hall. In attendance were committee members Valeri, Falzone and Fazio. Also in attendance were Comptroller Dominic Setaro, City Engineer Jack Schweitzer, Superintendent of Public Buildings Richard Palanzo, Board of Education representatives Matt Gallagher, Carlo Morano and Jack Heidenreich and Ventana Corporation's Frank Muska and Kevin O'Connor.

The Chair explained the reason for the recommitment of this proposal, citing the initially approved estimated net expense to the City of slightly less than \$600,000 and the subsequent escalation of that figure to approximately \$750,000. Mr. O'Connor explained the discrepancy as a reflection of professional services (i.e. design specifications and project management) not reimbursable by CL&P under this program but nonetheless necessary to its implementation. Messrs. Schweitzer and Palanzo concurred and also cited their departments lack of expertise in assuming any "in house" responsibility for the services.

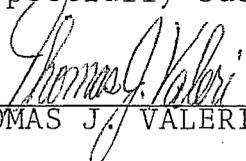
Mr. Setaro explained the potential impact of this increased expense relative to the financing of this project would add approximately 1 year to the payback break even point for the City and an estimated additional increase of roughly \$69,000 in the next fiscal budget, a jump from approximately \$150,000 to \$219,000 in finance costs. It was also noted that any significant return to the City on this investment would not be realized until the program is fully implemented, thus forcing the City to bear the cost of financing for at least the first year.

Concerns were expressed relative to Ventana's track record and availability of other qualified contractors and it was noted that CL&P's continued use of Ventana in contracting such projects within the public sector and the positive feedback the Mayor's Office had received from other municipalities were to the committee's satisfaction.

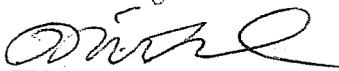
310

Mr. Falzone moved to recommend acceptance of the proposed net expense to the City not to exceed \$750,000, pending appropriate and acceptable funding by the Common Council and financing arrangements to be developed through the Office of the Comptroller. Seconded by Mr. Fazio and passed unanimously.

Respectfully submitted,



THOMAS J. VALERI, Chairman



MICHAEL FALZONE



MICHAEL FAZIO



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

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Respectfully submitted,

THOMAS J. VALERI, Chairman

MICHAEL FALZONE

MICHAEL FAZIO



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

February 5, 1991

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

Re: Request for Stop Sign at Intersection of Chambers
Road and Sturdevant Drive

The Common Council Committee appointed to review the request for the installation of a stop sign at the intersection of Chambers Road and Sturdevant Drive met on January 17, 1991 at 7:30 P.M. in Room 432 in City Hall. In attendance were committee members Dean Esposito and Fazio. Also in attendance were City Engineer Jack Schweitzer, Police Lt. Sullo and several residents of Chambers Road.

Mr. Fazio explained his request for a stop sign at this location. He felt it would help control the speed of the traffic on Chambers Road. Lt. Sullo explained, as written in the Manual on Uniform Traffic Control Devices, a stop sign should not be used for speed control. Mr. Schweitzer, referring to a recent report from the Traffic Engineer regarding this location stated that the intersection does not warrant a stop sign.

Mr. Esposito made a motion to accept the recommendation of the Traffic Engineer and the Police Department and not install a stop sign at the intersection of Chambers Road and Sturdevant Drive and request that the Police Department Traffic Services Unit increase enforcement of traffic speed on Chambers Road. Seconded by Mr. Fazio. Motion carried unanimously.

Respectfully submitted,


DEAN ESPOSITO, Chairman


ERNEST BOYNTON


MICHAEL FAZIO



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

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Respectfully submitted,

DEAN ESPOSITO, Chairman

ERNEST BOYNTON

MICHAEL FAZIO



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

February 5, 1991

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

Re: Delinquent Tax Collection

The committee to review delinquent tax accounts met on January 15, 1991 at 8:00 P.M. in the Common Council Chambers in City Hall. In attendance were Committee Members Coladarci and Regan. Also attending were City Engineer Jack Schweitzer, Associate Planner Heidi Tolo, Tax Collector Catherine Skurat, Mayoral Assistant Lew Wallace, Comptroller Dominic Setaro and Attorney Randall McHugh.

The list of properties attached, identifies 21 delinquent tax accounts (#4 was sold) of an initial pool of delinquent taxpayers who owe a substantial amount of back taxes. There are no homes on this group of properties. Background of delinquent taxpayers in Danbury was provided by Mr. Wallace and Mrs. Skurat. According to the Connecticut General Statutes, 12-164, there is a fifteen year limitation on tax collection. After 15 years, the first year is dropped and the 16th year is added on to the tax rolls. Because the lands in question are small or have wetlands, the City would rather avoid foreclosures to save money and offer the plots to the abutting land owners.

Agreements will have to be set up by the Corporation Counsel between the taxpayer and the abutting property owner. The taxpayer will deed the land over to the City and the City will sell the land to the home owner. The price of the land will go toward payment of the back taxes. If full payment is not met, the delinquent taxpayer will be responsible for the balance. The land is then back on the tax rolls.

Mr. Regan made a motion to authorize Corporation Counsel to negotiate the sale of the listed properties from delinquent taxpayers, see attached, to persons or entities whose properties abut any of the properties on the list. Mr. Regan further moved to authorize the Corporation Counsel to acquire the subject properties by negotiation in

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Page Two
Delinquent Tax Collection

lieu of commencing a tax foreclosure action with the condition that all deeds in lieu of foreclosure contain a provision that the property reverts back to the delinquent taxpayer in the event that the abutting property owner does not purchase the subject property from the city. The motion was seconded by Coladarci and passed unanimously.

Respectfully submitted by,

Eileen S. Coladarci, Chair

Janet Butera

Arthur Regan

- 20
1. Oak Land Corporation, Briar Patch Lane, Assessor's Lot No. D08053;
 2. Oak Land Corporation, Briar Patch Lane, Assessor's Lot (No. D08056;
 3. Perfect Homes, Inc., Jenny Drive, Assessor's Loc No. D16087;

~~4. Wilbur Roberts et al, 23 Mill Plain Road, Assessor's Lot No. E15026;~~

5. Starmount Corporation, 26 Topfield Road West, Assessor's Lot No. F12039;

6. Starmount Corporation, 29 Topfield Road West, Assessor's Lot No. F12055;

7. Dorothy Dunstan, Chestnut Trail, Assessor's Lot No. G04031;

8. Plymouth Investment Company, Hunter Road, Assessor's Lot No. H08075;

9. Plymouth Investment Company, Albert Road, Assessor's Lot No. H09147;

10. Plymouth Investment Company, Cornell Road, Assessor's Lot No. H09156;

11. Plymouth Investment Company, Cornell Road, Assessor's Lot No. H09157;

12. Plymouth Investment Company, Cornell Road, Assessor's Lot No. H09160;

13. Oliver Selleck, Jefferson Avenue (rear), Assessor's Lot No. H16169;

14. Peter and Alice Zadeik, 26 Moody Lane Assessor's Lot No. I06037;

15. James Renzulli, Longview Avenue North, Assessor's Lot No. J04131;

16. James Renzulli, Longview Avenue North, Assessor's Lot No. J04132;

17. James Renzulli, Longview Avenue North, Assessor's Lot No. J04133;

18. Appletree Hill Inc., Jackson Drive, Assessor's Lot No. J07113;

19. Appletree Hill Inc., Jackson Drive, Assessor's Lot No. J07120;

20. Julia Kovacs, Appleblossom Lane, Assessor's Lot No. J10033;

21. Louis Picone, Jr., Overlook Avenue, Assessor's Lot No. J17068; and

22. Topstone Holding Corporation, Cross Street (rear), Assessor's Lot No. K13122.



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

February 5, 1991

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

Re: Request for Water Extension - Business Aircraft Center

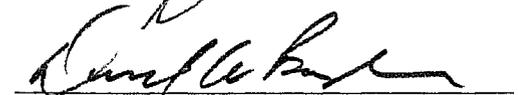
The committee appointed to study the above petition met on January 22, 1991 in the Fourth Floor Lobby in City Hall. In attendance were committee members Cassano and Boughton. Mrs. Gogliettino was absent. Also present were City Engineer Jack Schweitzer, Superintendent of Public Utilities William Buckley, Assistant Corporation Counsel Les Pinter, Comptroller Dominic Setaro and Airport Administrator Paul Estefan. Attorney James Maloney was invited but did not attend.

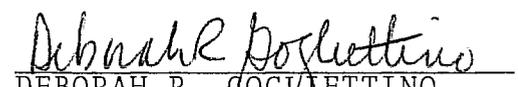
The petition was reviewed. The petitioner is requesting some form of accommodation to cover the expenses incurred for materials used to construct the water line extension. Mr. Buckley stated that in the past the City has occasionally supplied materials to developers where the extension system would be of benefit to existing customers. Such is not the case in this instance. Mr. Pinter stated that the Corporation Counsel's office concludes that item #1 of the standard eight steps requires that the petitioner bear all costs of the extensions.

Following this discussion, Mr. Boughton moved that the committee recommend to the Common Council that there be no legislative action taken on this petition. The motion was seconded by Mr. Cassano and there was unanimous approval.

Respectfully submitted,


ANTHONY J. CASSANO, Chairman


DONALD BOUGHTON


DEBORAH R. GOGLIETTINO



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

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DEBORAH R. GOGLIETTINO



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

PROGRESS REPORT

February 5, 1991

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

Re: Request to Purchase City Land - B. Tuckey Devlin

The Common Council Committee appointed to review the request of B. Tuckey Devlin to acquire City owned land met on Monday, January 14, 1991 at 7:30 P.M. in Room 432 in City Hall. In attendance were committee members Valeri and Scozzafava. Also in attendance were City Engineer Jack Schweitzer, Director of Parks and Recreation Robert Ryerson, Associate Planner Heidi Tolo, Conservation Commission Chairperson Barbara Monsky, Council Member Harry Scalzo, ex-officio, and real estate developers B. Tuckey Devlin and Robert McNamara.

The Chair cited the Planning Commission's report indicating no basis for a decision and recommending referral to the Conservation Commission, Bear Mountain Park Authority and Department of Parks and Recreation for their collective consideration.

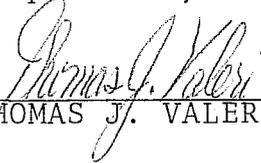
Messrs. Devlin and McNamara explained their proposal as an intended land swap of approximately 28 acres in exchange for 22 acres of City-owned land. The exchange would uniformly add to their existing holdings for future residential development and, at the same time, dramatically extend the Candlewood Lakefront boundary of Bear Mountain Park. Beyond the attraction at face value of this proposal, however, exists many questions that were presented before the committee.

Ms. Tolo's report to the committee indicated the primary apparent reason for the proposal. Mr. Devlin's property, although lakefront, is very steep in nature and has extremely limited possibilities, whereas the City-owned parcel has much greater potential for development. Additionally Ms. Tolo's report concurred with the Planning Commission's recommendation to consult with the Conservation Commission and Department of Parks and Recreation on this matter, questioning the propriety of giving up land previously dedicated for conservation and recreation purposes.

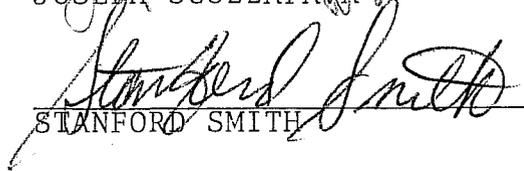
Ms. Monsky expressed her opposition to the request and indicated how dangerously steep the offered property is and, if acquired, would pose considerable liability as a result. Further questions and concern centered on the exact boundaries of Bear Mountain Park and what, if any, excess City-owned property there is and under whose jurisdiction does it fall? None of these questions were answered to the satisfaction of the

committee and it was recommended by the committee that both the Conservation Commission and the Department of Parks and Recreation review the proposal, clarify the issues in question and report back to the committee with their recommendations for our consideration.

Respectfully submitted,


THOMAS J. VALERI, Chairman


JOSEPH SCOZZAFAVA


STANFORD SMITH



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

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Respectfully submitted,

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JOSEPH SCOZZAFAVA

STANFORD SMITH



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

February 5, 1991

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

Re: Request to purchase City Land - 2001 Real Estate

The Common Council Committee appointed to review the request of 2001 Real Estate to purchase City land met on Monday, January 14, 1991 at 7:00 P.M. in Room 432 in City Hall. In attendance were Committee Members Valeri and Scozzafava. Also in attendance were City Engineer Jack Schweitzer, Fire Chief Antonio Lagarto, Associate Planner Heidi Tolo, Director of Parks and Recreation Robert Ryerson, Council Member Harry Scalzo, ex-officio, Lloyd Putter and Matt Bloom representing 2001 Real Estate, Neil Terwilliger from General Mills Restaurant and Pat and John Tisano of Tisano Realty, Inc.

The Chair cited the Planning Commission's negative recommendation for the request based on the City's longstanding intent to locate the future West Side Fire Station on the property in question (Tax Assessor Lot #F-17008, South side of Backus Avenue opposite Danbury Square Shopping Center, adjacent to the Danbury Municipal Airport).

Mr. Putter explained the request, citing the ideal location for a Red Lobster and/or Olive Garden Restaurant. Mr. Terwilliger further expressed General Mill's strong interest in the property and even suggested the possibility of a land swap with the City if an acceptable parcel could be found in that part of town. Chief Lagarto expressed his department's need for a West Side Fire Station to more effectively meet the emergency response requirements of this continually developing area of the City. Additionally, he noted that need for a dedicated equipment maintenance facility to be considered for future construction on the property in question. It was further noted that the Police Department had also drawn consideration for a possible precinct station at this site. Ms. Tolo submitted a report to the committee indicating that although the City's planned development of the parcel would not cover the entire area, thus allowing the possibility of commercial development, the exact siting of the projects are in question considering wetlands and encroachment on the 100 year floodplain zone. She further suggested that sale of this property by the City would not be prudent at this time.

The committee expressed interest on behalf of the City to promote commercial development and the resultant expansion of our tax base and lent encouragement to 2001 Real Estate and General Mills Restaurants further pursuit of an appropriate site for this purpose.

Mr. Scozzafava made a motion to deny without prejudice the request to purchase property on Backus Avenue and recommend pursuit of the proposed commercial development by 2001 Real Estate and General Mills Restaurant in the City of Danbury with the standard cooperation of appropriate City departments. Motion seconded by Mr. Valeri and passed unanimously.

Respectfully submitted,

Thomas J. Valeri
THOMAS J. VALERI, Chairman

Stanford Smith
STANFORD SMITH

Joseph Scozzafava
JOSEPH SCOZZAFAVA



41

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

February 5, 1991

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

Re: Request to purchase City Land - 2001 Real Estate

The Common Council Committee appointed to review the request of 2001 Real Estate to purchase City land met on Monday, January 14, 1991 at 7:00 P.M. in Room 432 in City Hall. In attendance were Committee Members Valeri and Scozzafava. Also in attendance were City Engineer Jack Schweitzer, Fire Chief Antonio Lagarto, Associate Planner Heidi Tolo, Director of Parks and Recreation Robert Ryerson, Council Member Harry Scalzo, ex-officio, Lloyd Putter and Matt Bloom representing 2001 Real Estate, Neil Terwilliger from General Mills Restaurant and Pat and John Tisano of Tisano Realty, Inc.

The Chair cited the Planning Commission's negative recommendation for the request based on the City's longstanding intent to locate the future West Side Fire Station on the property in question (Tax Assessor Lot #F-17008, South side of Backus Avenue opposite Danbury Square Shopping Center, adjacent to the Danbury Municipal Airport).

Mr. Putter explained the request, citing the ideal location for a Red Lobster and/or Olive Garden Restaurant. Mr. Terwilliger further expressed General Mill's strong interest in the property and even suggested the possibility of a land swap with the City if an acceptable parcel could be found in that part of town. Chief Lagarto expressed his department's need for a West Side Fire Station to more effectively meet the emergency response requirements of this continually developing area of the City. Additionally, he noted that need for a dedicated equipment maintenance facility to be considered for future construction on the property in question. It was further noted that the Police Department had also drawn consideration for a possible precinct station at this site. Ms. Tolo submitted a report to the committee indicating that although the City's planned development of the parcel would not cover the entire area, thus allowing the possibility of commercial development, the exact siting of the projects are in question considering wetlands and encroachment on the 100 year floodplain zone. She further suggested that sale of this property by the City would not be prudent at this time.

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The committee expressed interest on behalf of the City to promote commercial development and the resultant expansion of our tax base and lent encouragement to 2001 Real Estate and General Mills Restaurants further pursuit of an appropriate site for this purpose.

Mr. Scozzafava made a motion to deny without prejudice the request to purchase property on Backus Avenue and recommend pursuit of the proposed commercial development by 2001 Real Estate and General Mills Restaurant in the City of Danbury with the standard cooperation of appropriate City departments. Motion seconded by Mr. Valeri and passed unanimously.

Respectfully submitted,

THOMAS J. VALERI, Chairman

STANFORD SMITH

JOSEPH SCOZZAFAVA



L12

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

February 5, 1991

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

Re: Request to Purchase City Land - J. J. Gumberg Co.

The Common Council Committee appointed to review the request by the J. J. Gumberg Company to purchase City land met on Monday, January 14, 1991 at 8:00 P.M. in Room 432 in City Hall. In attendance were committee members Valeri and Scozzafava. Also in attendance were City Engineer Jack Schweitzer, Assistant Planning Director Heidi Tolo and Council Member Harry Scalzo, ex-officio.

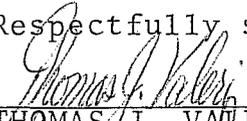
The Chair cited the Planning Commission's negative recommendation for both requests, explaining the Backus Avenue parcel's intended future use by the City for the West Side Fire Station and the Newtown Road parcel's dedication to future expansion of the Public Works Department. The Chair also stated that Mr. Albert Schwenhe, a representative of the J. J. Gumberg Co. had contacted him prior to the meeting requesting postponement but that when apprised of the Planning Commission's negative recommendation, the reasons given, and the anticipated recommendation of this committee, he saw no need to postpone but apologized for not being able to attend. It was further explained that the intended use was for the development of a commercial shopping center at either or both of the requested sites.

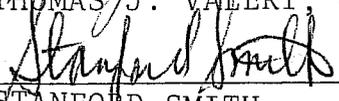
Ms. Tolo's report to the committee indicated the negative impact of further commercial development along Route 6/Newtown Road, citing existing traffic problems and the need for future expansion of the Public Works Department. The Backus Avenue parcel encroaches on existing wetlands as well as the 100 year floodplain zone in addition to being considered for the West Side Fire Station.

Mr. Scozzafava made a motion to deny without prejudice this request but to encourage the pursuit of commercial development by J. J. Gumberg Company in the City of Danbury. Motion was seconded by Mr. Valeri and passed unanimously.



JOSEPH SCOZZAFAVA

Respectfully submitted,


THOMAS J. VALERI, Chairman


STANFORD SMITH



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

February 5, 1991

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

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Mr. Scozzafava made a motion to deny without prejudice this request but to encourage the pursuit of commercial development by J. J. Gumberg Company in the City of Danbury. Motion was seconded by Mr. Valeri and passed unanimously.

Respectfully submitted,

JOSEPH SCOZZAFAVA

THOMAS J. VALERI, Chairman

STANFORD SMITH



LB

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

February 5, 1991

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

Re: Property Tax Deferrals for Resident Reservists in the
Persian Gulf

The Common Council Committee appointed to review property tax deferral for resident reservists called to duty in the Persian Gulf met on Tuesday, January 15, 1991 in the Fourth Floor Lobby in City Hall. In attendance were Committee Members Mack, Gogliettino and Fazio.

Mrs. Mack reviewed a communication from Eric Gottschalk which stated that neither Corporation Counsel, the Tax Collector nor the Tax Assessor are aware of any statutory authority permitting special treatment for reservists. He referred to Connecticut General Statutes Section 12-174, which although not designed specifically to meet the specific needs of reservists, is available to anyone who can show unusual financial or other circumstances which justify deferring collection of the tax laid upon their real estate.

It was the unanimously decision of the committee to take no action until the legislature enacts a change of the Connecticut State Statutes to reflect the needs of reservists with regard to tax deferral. It was recommended by the committee that in the interim Statute 12-174 would apply for resident reservists called to serve in the Persian Gulf.

Respectfully submitted,

JOAN M. MACK, Chairman

DEBORAH R. GOGLIETTINO

MICHAEL S. FAZIO



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

PROGRESS REPORT

February 5, 1991

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

Re: Drainage Problem - Birch Road

The Common Council Committee appointed to review the drainage problem on Birch Road met on January 16, 1991 at 7:30 P.M. in Room 432 in City Hall. Present were committee members Scalzo, Gogliettino and Fazio. Also in attendance were Superintendent of Highways Frank Cavagna, Assistant Corporation Counsel Les Pinter and Attorney Peter Hunt representing property owners Mr. and Mrs. Dudek.

Mr. Cavagna presented detailed information to the committee concerning the drainage problem. After much discussion by the committee members concerning the agreement between the property owners and the City and compliance with EIC recommendations, Mrs. Gogliettino made a motion to reconvene this committee when the final agreement between the property owners and the City is near completion, with proper notification to the committee chair. The motion was seconded by Mr. Fazio and passed un-animously.

The meeting was adjourned at 8:25 P.M.

Respectfully submitted,

HARRY W. SCALZO, Chairman

DEBORAH R. GOGLIETTINO

MICHAEL S. FAZIO



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

PROGRESS REPORT

February 5, 1991

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

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The meeting was adjourned at 8:25 P.M.

Respectfully submitted,


HARRY W. SCALZO, Chairman


DEBORAH R. GOGLIETTINO

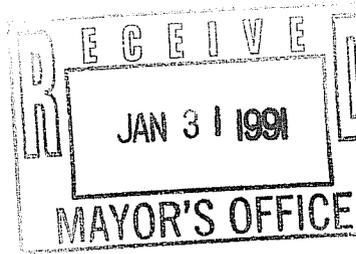

MICHAEL S. FAZIO



CITY OF DANBURY

DANBURY, CONNECTICUT 06810

45



HEALTH AND HOUSING DEPARTMENT
AIDS PROGRAM
20 WEST STREET

(203) 796-1613

January 29, 1991

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

Dear Mayor Eriquez and Members of the Common Council:

The Department of Health and Housing is applying for a renewal of the AIDS Risk Reduction Outreach Worker (ARROW) Grant from the Connecticut Alcohol and Drug Abuse Commission (CADAC) for an amount not to exceed \$28,902.

The grant would run from March 1, 1991 to December 31, 1991 and would require no matching funds from the City. The grant would be used to continue to provide AIDS prevention/risk reduction education to people who are at highest risk of infection, including injection drug users and their partners.

The City of Danbury ARROW Program has been funded by CADAC since July, 1988.

The Department of Health and Housing requests that the Common Council approve the grant application to continue to provide this valuable service.

Respectfully submitted,

Susan Durgy
Susan Durgy
AIDS Program Coordinator

cc: William Campbell, Director of Health and Housing
Lisi Marcus, Mayoral Assistant
Dominic A. Setaro, Jr., Director of Finance



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Center for Disease Control of the United States Government sponsors an AIDS Prevention Program, making funds available to local agencies and departments of health through the State of Connecticut Department of Health Services and the Connecticut Alcohol and Drug Abuse Commission; and

WHEREAS, the City of Danbury through the Danbury Health and Housing Department has formulated an Acquired Immuno-deficiency Syndrome (AIDS) Risk Reduction Outreach Workers (ARROW) Program for the Danbury area; and

WHEREAS, the Connecticut Alcohol and Drug Abuse Commission, an independent agency attached to the Connecticut Department of Mental Health under its AIDS Prevention and Outreach Program, has approved a renewal of the ARROW grant in an amount not to exceed \$28,902 for the funding period of March 1, 1991 to December 31, 1991 and said grant requires no matching funds from the City of Danbury; and

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

WHEREAS, the ARROW Program serves the City of Danbury and the surrounding communities;

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

1. That any and all prior acts of William J. Campbell, Director of Health of the Danbury Health Department, Susan Durgy, its AIDS Program Coordinator and Gene F. Eriquez, Mayor of the City of Danbury in making application for said grant are hereby ratified and that said Mayor of the City of Danbury and said authorized personnel of the Danbury Health Department are hereby authorized to accept grant funds in the amount of \$28,902 for the funding period of March 1, 1991 through December 31, 1991 in accordance with the purposes set forth in the grant application.

2. That Gene F. Eriquez, Mayor of the City of Danbury, or William J. Campbell, Director of Health, as his designee, are hereby authorized to execute any and all documents necessary to effectuate the purposes of said grant award.



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

February 5, 1991

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

Re: HRRA

Dear Mayor and Council Members:

I would like to discuss HRRA and the fact that some of our neighboring communities have chosen not to commit themselves to recycling through HRRA.

It appears that these communities have found a more economical way to recycle. The cost of recycling is of great concern to the taxpayers of the City of Danbury and I feel that as a Council we should look at this once again.

Sincerely,

Bernard P. Gallo
Bernard P. Gallo
Council Member - 2nd Ward



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

**DEPARTMENT
OF FINANCE**

February 7, 1991

Certification

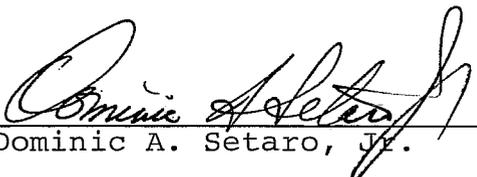
TO: Common Council via
Mayor Gene F. Eriquez

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

RE: **Airport**

Per Common Council approval of February 5, 1991, I hereby certify the availability of \$28,750.00 to be transferred from Funds Reserved for Airport Improvements to a new capital account entitled Airport Snow Removal Building. This transfer has no impact on the contingency since the city has, prior to this certification, \$200,100.00 remaining in the reserve for airport improvements which resulted from the sale of city land to the State of Connecticut, which monies must be used specifically for airport improvements.

Should you have any questions, please call me.



Dominic A. Setaro, Jr.

DAS:af

c: Paul Estefan, Airport Administrator



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

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

May 19, 1992

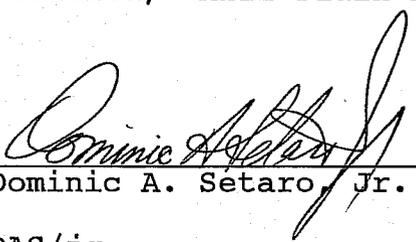
MEMO TO: Hon. Gene F. Eriquez
via the Common Council

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

RE: Mill Plain Road Sewers

CERTIFICATION

As per Common Council approval of February 4, 1992, I hereby certify the availability of \$308,900 to be appropriated from the Sewer Fund fund balance for the installation of sanitary sewer on Mill Plain Road to a new capital line item entitled, "Mill Plain Road - Lateral Sewers".



Dominic A. Setaro, Jr.

DAS/jg

LEASE WITH OPTION TO PURCHASE AGREEMENT

Between

GE CAPITAL PUBLIC FINANCE, INC., Lessor

and

CITY OF DANBURY, acting on behalf of DANBURY PUBLIC SCHOOLS, as Lessee

Dated as of

January 10, 1991

THIS LEASE WITH OPTION TO PURCHASE AGREEMENT dated as of January 10, 1991 (the Lease), by and between GE Capital Public Finance, Inc., a corporation duly organized and existing under the laws of the state of Delaware as lessor (Lessor) whose address is Three Capital Drive, Eden Prairie, Minnesota 55344; and the CITY OF DANBURY, acting on behalf of DANBURY PUBLIC SCHOOLS, a political subdivision of the state of Connecticut as lessee (Lessee), whose address is 1 School Ridge Road, Danbury, CT 06811:

WITNESSETH:

WHEREAS, Lessee is authorized by law to acquire such items of personal property as are needed to carry out its governmental functions, and to acquire such personal property by entering into lease with option to purchase agreements; and

WHEREAS, Lessee has determined that it is necessary for it to acquire under this Lease certain items of personal property described herein as Equipment; and

WHEREAS, Lessor is willing to acquire such items of Equipment and to lease them to Lessee pursuant to this Lease; NOW THEREFORE, in the joint and mutual exercise of their powers, and in consideration of the mutual covenants herein contained, the parties hereto recite and agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

Section 1.1. Definitions. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Lease, have the meanings herein specified.

Contractor: Each of the manufacturers or vendors from whom Lessee (or Lessor at Lessee's request) has ordered or will order or with whom Lessee (or Lessor at Lessee's request) has contracted or will contract for the manufacture, delivery and/or installation of the Equipment.

Equipment: Individually or collectively as the context requires, the personal property designated from time to time by Lessee, which is or will be described in the attached Exhibit A as now or hereafter constituted and which is being or will be leased with option to purchase by Lessee pursuant to this Lease.

Equipment Group: The Equipment listed on any single page of Lease Exhibit A.

Fiscal Year: The twelve month fiscal period of Lessee which commences on July 1 in every year and ends on the following June 30.

Independent Counsel: An attorney duly admitted to the practice of law before the highest court of the State who is not a full-time employee of Lessor or Lessee.

Interest: The portion of any Rental Payment designated as and comprising interest as shown in the attached Exhibit B as now or hereafter constituted.

Net Proceeds: Any insurance proceeds or condemnation award, paid with respect to any Equipment, remaining after payment therefrom of all expenses incurred in the collection thereof.

Non-appropriation: The failure of CITY OF DANBURY, acting on behalf of DANBURY PUBLIC SCHOOLS to appropriate money for any Fiscal Year of Lessee sufficient for the continued performance of this Lease by Lessee with respect to any Equipment Group, as evidenced by the passage of an ordinance or resolution specifically prohibiting Lessee from performing its obligations under this Lease with respect to such Equipment Group, and from using any moneys to pay the Rental Payments due under this Lease with respect to such Equipment Group for a designated Fiscal Year and all subsequent Fiscal Years.

Payment Date: The date upon which any Rental Payment is due and payable as provided in Exhibit B as now or hereafter constituted.

Permitted Encumbrances: As of any particular time: (i) liens for taxes and assessments not then delinquent, or which Lessee may, pursuant to the provisions of Section 7.3 hereof, permit to remain unpaid, (ii) this Lease and amendments

hereto, (iii) Lessor's interest in the Equipment, and (iv) any mechanic's, laborer's, materialmen's, supplier's or vendor's lien or right not filed or perfected in the manner prescribed by law, other than any lien arising through a Contractor or which Lessee may, pursuant to Article VIII hereof, permit to remain unpaid.

Principal: The portion of any Rental Payment designated as principal in the attached Exhibit B as now or hereafter constituted.

Purchase Option Price: With respect to the Group of Equipment listed on any page of Exhibit A, as of the Payment Dates specified in the page of the attached Exhibit B relating thereto, the amount so designated and set forth opposite each such date in such page of the attached Exhibit B.

Rental Payment: The payment due from Lessee to Lessor on each Payment Dated during the Term of this Lease, as shown on Exhibit B as now or hereafter constituted.

Specifications: The bid specifications and/or purchase order pursuant to which Lessee has ordered any Equipment from a Contractor.

State: The State of Connecticut.

State and Federal Law or Laws: The Constitution and any law of the State and any charter, ordinance, rule or regulation of any agency or political subdivision of the State; and any law of the United States, and any rule or regulation of any federal agency.

Term of this Lease or Lease Term: The period during which this Lease is in effect as specified in Section 4.1.

Section 1.2. Exhibits. The following Exhibits are attached to and by reference made a part of this Lease:

Exhibit A: A schedule describing the Equipment being leased by Lessee pursuant to this Lease, including the serial number thereof which shall be inserted when available, such schedule comprising a number of pages numbered consecutively beginning with A-1, each such page containing the description of all Equipment comprising an Equipment Group.

Exhibit B: A schedule to be completed by Lessor as provided herein and furnished to Lessee as provided in Section 3.2, comprising pages to be consecutively numbered beginning with B-1, and each page to contain the date and amount of each Rental Payment coming due during the Lease Term with respect to the Equipment Group listed on the corresponding page of Exhibit A, the amount of such Rental Payments comprising Principal and Interest, and the price at which Lessee may exercise its option to purchase Lessor's interest in such Equipment Group in accordance with Article X. The due date of each Rental Payment shall be inserted on Exhibit B by Lessor when available.

Exhibit C: A form of Certificate of Acceptance of Lessee indicating that the Equipment Group described therein has been delivered and installed in accordance with the Specifications, and has been accepted by Lessee, the date on which Rental Payments shown in the page of Exhibit B relating thereto shall commence, and that certain other requirements have been met by Lessee.

Exhibit D: A form of opinion of counsel to Lessee as to the organization, nature and powers of Lessee; the validity, execution and delivery of this Lease and various related documents; the absence of litigation; and related matters.

Exhibit E: A form of resolution of the governing body of Lessee relating to the Lease and, if applicable, certain federal tax matters.

ARTICLE II

REPRESENTATION, COVENANTS AND WARRANTIES

Section 2.1. Representations, Covenants, and Warranties of Lessee. Lessee represents, covenants and warrants as follows:

- (a) Lessee is a municipal corporation and political subdivision of the State, duly organized and existing under the Constitution and laws of the State.
- (b) Lessee is authorized under the Constitution and laws of the State to enter into this Lease and the transactions contemplated hereby, and to perform all of its obligations hereunder.
- (c) The officer of Lessee executing this Lease has been duly authorized to execute and deliver this Lease under the terms and provisions of a resolution of Lessee's governing body, or by other appropriate official action.
- (d) In authorizing and executing this Lease, Lessee has complied and/or will comply with all public bidding and other State and Federal Laws applicable to this Lease and the acquisition of the Equipment by Lessee.
- (e) Lessee will not pledge, mortgage or assign this Lease, or its duties and obligations hereunder to any other person, firm or corporation except as provided under the terms of this Lease.
- (f) Lessee will use the Equipment during the Lease Term only to perform only essential governmental functions.
- (g) Lessee will take no action that would cause the Interest portion of the Rental Payments to become includible in gross income of the recipient for federal income tax purposes under the Internal Revenue Code of 1986 (the Code) and Treasury Regulations promulgated thereunder (the Regulations), and Lessee will take and will cause its officers, employees and agents to take all affirmative actions legally within its power necessary to ensure that the Interest portion of the Rental Payments does not become includible in gross income of the recipient for federal income tax purposes under the Code and Regulations.
- (h) Lessee will make or allow no use of the Equipment or any portion thereof that would cause the Lease to become a "private property bond" within the meaning of the Code and Regulations, and will comply with all requirements of the Code and Regulations necessary to ensure that the Lease does not become an "arbitrage bond" within the meaning of the Code and Regulations.
- (i) Upon delivery and installation of any Equipment Group, Lessee will provide to Lessor a completed and executed copy of a Certificate of Acceptance relating thereto in the form attached hereto as Exhibit C.

(j) Upon the execution of this Lease, Lessee will provide to Lessor an opinion of its legal counsel in the form attached hereto as Exhibit D.

(k) Lessee will submit to the Secretary of the Treasury an information reporting statement at the time and in the form required by the Code and the Regulations.

(l) Lessee will cause a resolution substantially in the form attached hereto as Exhibit E to be adopted by its governing body with respect to any Equipment Group subject hereto.

Section 2.2. Representations, Covenants and Warranties of Lessor. Lessor represents, covenants and warrants as follows:

(a) Lessor is a corporation duly organized, existing and in good standing under and by virtue of the laws of the state of Delaware, and is duly qualified and in good standing as a foreign corporation authorized to transact business in the State; has power to enter into this Lease; is possessed of full power to own and hold real and personal property, and to lease the same; and has duly authorized the execution and delivery of this Lease.

(b) Neither the execution and delivery of this Lease, nor the fulfillment of or compliance with the terms and conditions thereof, nor the consummation of the transactions contemplated thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Lessor is now a party or by which Lessor is bound, constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of Lessor, or upon the Equipment except Permitted Encumbrances.

ARTICLE III

LEASE OF EQUIPMENT

Section 3.1. Acquisition of Equipment. When during the term of this Lease, Lessee desires to lease a Group of Equipment from Lessor, Lessee shall submit to Lessor a written order therefor in form acceptable to Lessor, and shall advise Lessor in writing of the desired number of Rental Payments to be made with respect thereto. Upon receipt of such order Lessor shall advise Lessee in writing of its concurrence in the lease of the Equipment Group and the number of Rental Payments, or if it does not concur in the number of Rental Payments, the maximum number of Rental Payments Lessor will allow with respect to the Equipment Group described in the order. Nothing herein shall obligate Lessor to lease any Equipment to Lessee until Lessor shall have so concurred in writing to the lease of any Equipment. Upon agreement by Lessor and Lessee to the lease of the Equipment Group and to the number of Rental Payments, Lessee (or Lessor at Lessee's request) shall order the Equipment Group from the manufacturer or manufacturers thereof and notify Lessor in writing of the Equipment cost and the estimated delivery period.

Section 3.2. Equipment Delivery; Documentation. Lessor shall furnish to Lessee completed copies of Exhibit A and B relating to each Equipment Group. Upon delivery of any Equipment Group, Lessee shall inspect such Equipment, and if such Equipment meets Lessee's Specifications contained in the order and bid relating thereto, Lessee shall within three (3) business days from the date of delivery of the Equipment Group provide to Lessor a completed and executed copy of a Certificate of Acceptance relating thereto in the form attached hereto as Exhibit C. If Lessee has not furnished to Lessor a Certificate of Acceptance within such three-day period, Lessee shall be deemed to have accepted the Equipment Group at the end thereof shall become obligated to pay Rental Payments with respect thereto. Simultaneously with the delivery, Lessor and Lessee shall take all actions necessary to vest legal title to the Equipment Group in the party specified in Section 8.1 hereof, and to perfect a security interest therein in favor of Lessor or a person, firm or corporation designated by it.

Section 3.3. Lease. Lessor hereby leases all Equipment made subject to this Lease to Lessee, and Lessee hereby leases such Equipment from Lessor, upon the terms and conditions set forth in this Lease.

Section 3.4. Possession and Enjoyment. Lessor hereby covenants to provide Lessee during the Term of this Lease with the quiet use and enjoyment of the Equipment, and Lessee shall during the Term of this Lease peaceably and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Lease. Lessor will, at the request of Lessee and at Lessee's cost, join in any legal action in which Lessee asserts its right to such possession and enjoyment to the extent Lessor lawfully may do so.

Section 3.5. Lessor Access to Equipment. The Lessee agrees that Lessor shall have the right at all reasonable times to examine and inspect the Equipment. Lessee further agrees that Lessor shall have such rights of access to the Equipment as may be reasonably necessary to cause the proper maintenance of the Equipment in the event of failure by Lessee to perform its obligations hereunder.

ARTICLE IV

TERM OF THE LEASE

Section 4.1. Lease Term: This Lease shall be in effect for a Term commencing upon its date of execution and ending as provided in Section 4.6.

Section 4.2. Termination by Lessee. In the sole event of Non-appropriation relating to any particular Equipment Group, Lessee shall have the right to terminate this Lease with respect to such Equipment Group, at the end of any Fiscal Year of Lessee, in the manner and subject to the terms specified in this Section and Sections 4.4 and 4.5. Lessee may effect such termination by giving Lessor a written notice of termination with respect to such Equipment Group and by paying to Lessor any Rental Payments and other amounts with respect to such Equipment Group which are due and have not been paid at or before the end of its then current Fiscal Year. Lessee shall endeavor to give notice of such termination not less than sixty (60) days prior to the end of such Fiscal Year, and shall notify Lessor of any anticipated termination. In the event of termination of this Lease with respect to any Equipment Group as provided in this Section, Lessee shall deliver possession of such Equipment Group to Lessor in accordance with Section 12.3, and shall convey to Lessor or release its interest in such Equipment Group

within (10) days after termination of this Lease with respect to such Equipment Group.

Section 4.3. Intent to Continue Lease Term: Appropriations. Lessee presently intends to continue this Lease for its entire Term with respect to all Equipment Groups made subject hereto and to pay all Rental Payments relating thereto specified in Exhibit B. Lessee's _____ will include in its budget request for each Fiscal Year the Rental Payments to become due in such Fiscal Year with respect to all Equipment Groups, and will use all reasonable and lawful means available to secure the appropriation of money for such Fiscal Year sufficient to pay all such Rental Payments coming due therein. Lessee's _____ reasonably believes that moneys in an amount sufficient to make all such Rental Payments can and will lawfully be appropriated and made available for this purpose.

Section 4.4. Effect of Termination. Upon termination of this Lease with respect to any Equipment Group as provided in Section 4.2, Lessee shall not be responsible for the payment of any additional Rental Payments relating thereto coming due with respect to succeeding Fiscal Years, but if Lessee has not delivered possession of such Equipment Group to Lessor in accordance with Section 12.3 and conveyed to Lessor or released its interest in the Equipment Group within ten (10) days after the termination of this Lease with respect thereto, the termination shall nevertheless be effective, but Lessee shall be responsible for the payment of damages in an amount equal to the amount of the Rental Payments thereafter coming due under the page of Exhibit B relating thereto which are attributable to the number of days after such ten (10) day period during which Lessee fails to take such actions and for any other loss suffered by Lessor as a result of Lessee's failure to take such actions as required.

Section 4.5. Nonsubstitution. If this Lease is terminated by Lessee with respect to any Equipment Group in accordance with Section 4.2, Lessee agrees not to purchase, lease or rent personal property to perform the same functions as, or functions taking the place of, those performed by such Equipment Group, and agrees not to permit such functions to be performed by its own employees or by any agency or entity affiliated with or hired by Lessee, for a period of three hundred sixty (360) days; provided, however, that these restrictions shall not be applicable in the event the Equipment Group shall be sold by Lessor and the amount received from such sale, less all costs of such sale, is sufficient to pay the then applicable Purchase Option Price relating thereto as set forth in Exhibit B; or if or to the extent that the application of these restrictions would affect the validity of this Lease.

Section 4.6. Termination of Lease Term. The Term of this Lease will terminate upon the occurrence of the first of the following events:

- (a) the termination thereof by Lessee with respect to all Equipment Groups in accordance with Section 4.2;
- (b) the exercise by Lessee of its option to purchase Lessor's interest in all Equipment Groups pursuant to Article X;
- (c) a default by Lessee with respect to all Equipment Groups and Lessor's election to terminate this Lease with respect to all Equipment Groups pursuant to Article XII;
- (d) the payment by Lessee of all Rental payments and all other amounts authorized or required to be paid by Lessee hereunder with respect to all Equipment Groups.

ARTICLE V

RENTAL PAYMENTS

Section 5.1. Rental Payments. Lessee agrees to pay Rental Payments during the Term of this Lease, in the amounts and on the dates specified in Exhibit B. All Rental Payments shall be paid to Lessor at its offices at the address specified in the first paragraph of this Lease, or to such other person(s) or entity(ies) to which Lessor has assigned such Rental Payments as specified in Article XI, at such place as such assignee may from time to time designate by written notice to Lessee. Lessee shall pay the Rental Payments exclusively from moneys legally available therefor, in lawful money of the United States of America, to Lessor or, in the event of assignment of the right to receive Rental Payments by Lessor, to its assignee(s). Interest with respect to the Rental Payments for any Equipment Group shall accrue from the first day of the calendar month in which the Certificate of Acceptance relating to such Equipment Group is executed.

Section 5.2. Current Expense. The obligations of Lessee under this Lease, including its obligation to pay the Rental Payments due with respect to the Equipment, in any Fiscal Year for which this Lease is in effect, shall constitute a current expense of Lessee for such Fiscal Year and shall not constitute an indebtedness of Lessee within the meaning of the Constitution and laws of the State. Nothing herein shall constitute a pledge by Lessee of any taxes or other moneys, other than moneys lawfully appropriated from time to time by or for the benefit of Lessee in the annual budget of the _____ and the proceeds or Net Proceeds of the Equipment, to the payment of any Rental Payment or other amount coming due hereunder.

Section 5.3. Interest Component. A portion of each Rental Payment is paid as and represents the payment of Interest. Exhibit B sets forth the Interest component of each Rental Payment.

Section 5.4. Rental Payments to be Unconditional. Except as provided in Section 4.2, the obligation of Lessee to make Rental Payments or any other payments required hereunder shall be absolute and unconditional in all events. Notwithstanding any dispute between Lessee and Lessor or any other person, Lessee shall make all Rental Payments and other payments required hereunder when due and shall not withhold any Rental Payment or other payment pending final resolution of such dispute nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such Rental Payments or other payments required under this Lease. Lessee's obligation to make Rental Payments or other payments during the Lease Term shall not be abated through accident or unforeseen circumstances. However, nothing herein shall be construed to release Lessor from the performance of its obligations hereunder; and if Lessor should fail to perform any such obligation, Lessee may institute such legal action

against Lessor as Lessee may deem necessary to compel the performance of such obligation or to recover damages therefor.

ARTICLE VI INSURANCE AND NEGLIGENCE

Section 6.1. Liability Insurance. Unless self-insurance is provided by Lessee, as evidenced by a written certificate specifying the terms and amounts thereof delivered to Lessor, upon receipt of possession of Equipment, Lessee shall take such measures as may be necessary to ensure that any liability for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the condition or the operation of the Equipment or any part thereof, is covered by a blanket or other general liability insurance policy maintained by Lessee. The Net proceeds of all such insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which any Net Proceeds may be paid.

Section 6.2. Property Insurance. Upon receipt of possession of each Equipment, Lessee shall have and assume the risk of loss with respect thereto. Unless self-insurance is provided by Lessee, as evidenced by a written certificate specifying the terms and amounts thereof delivered to Lessor, Lessee shall procure and maintain continuously in effect during the period when Lessee is required to make Rental Payments with respect thereto, all-risk insurance, subject only to the standard exclusions contained in the policy, in such amount as will be at least sufficient so that a claim may be made for the full replacement cost of any part thereof damaged or destroyed and to pay the applicable Purchase Option Price of the Equipment. Such insurance may be provided by a rider to an existing policy or under a separate policy. Such insurance may be written with customary deductible amounts. The Net Proceeds of insurance required by this Section shall be applied to the prompt repair, restoration, modification, improvement, replacement, or purchase of the Equipment by Lessee.

Section 6.3. Workers' Compensation Insurance. If required by State law, and unless self-insurance is provided by Lessee, as evidenced by a written certificate specifying the terms and amounts thereof delivered to Lessor, Lessee shall carry worker's compensation insurance covering all employees on, in, near or about each Equipment, and upon request, shall furnish to Lessor certificates evidencing such coverage throughout the period when Lessee is required to make Rental Payments with respect thereto.

Section 6.4. Requirements For All Insurance. All insurance policies (or riders) required by this Article shall be taken out and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State, and shall contain a provision that the insurer shall not cancel or revise coverage thereunder without giving written notice to the insured parties at least ten (10) days before the cancellation or revision becomes effective. All insurance policies required by Sections 6.1 and 6.2 shall name Lessee and Lessor as insured parties, and any insurance policy required by Section 6.3 shall name Lessee as insured party. Lessee shall deposit with Lessor policies (and riders) evidencing any such insurance procured by it, or a certificate or certificates of the respective insurers stating that such insurance is in full force and effect. Before the expiration of any such policy (or rider), Lessee shall furnish to Lessor evidence that the policy has been renewed or replaced by another policy conforming to the provisions of this Article, unless such insurance is no longer obtainable in which event Lessee shall notify Lessor of this fact.

Section 6.5. Lessee's Negligence. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to any Equipment and for injury to or death of any person or damage to any property, in any manner arising out of or incident to any possession, use, operation, condition or storage of any Equipment by Lessee, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such property damage be to Lessee's property or the property of others. Lessee hereby assumes responsibility for and agrees to indemnify, protect, save and keep harmless Lessor from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorney's fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Lessor that in any way relate to or arise out of the possession, use, operation, condition or storage of any Equipment by Lessee, unless caused by Lessor or its agents, to the maximum extent permitted by law.

Section 6.6. Damage to or Destruction of Equipment. If after delivery of any Equipment to Lessee, such Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee shall as soon as practicable after such event either: (i) replace the same at Lessee's sole cost and expense with Equipment of equal or greater value to the Equipment immediately prior to the time of the loss occurrence, such replacement equipment to be subject to Lessor's reasonable approval, whereupon the replacement shall be substituted in this Lease by appropriate endorsement; or (ii) pay the applicable Purchase Option Price of the Equipment as set forth on Exhibit B. Lessee shall notify Lessor of which course of action it will take within fifteen (15) days after the loss occurrence. If Lessee fails or refuses to notify Lessor within the required period, Lessor may, at its option, declare the Purchase Option Price applicable to the Equipment set forth on Exhibit B immediately due and payable, and Lessee shall be obligated to pay the same. The Net Proceeds of all insurance payable with respect to the Equipment shall be available to Lessee and shall be used to discharge Lessee's obligation under this Section. On payment of the Purchase Option Price, this Lease shall no longer apply to the Equipment and Lessee thereupon shall become entitled to the Equipment AS IS, WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE, except that the Equipment shall not be subject to any lien or encumbrance created by or arising through Lessor.

ARTICLE VII OTHER OBLIGATION OF LESSEE

Section 7.1. Use; Permits. Lessee shall exercise due care in the installation, use, operation and maintenance of the Equipment, and shall not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any State and

Federal Law or for a purpose or in a manner contrary to that contemplated by this Lease. Lessee shall obtain all permits and licenses necessary for the installation, operation, possession and use of the Equipment. Lessee shall comply with all State and Federal Laws applicable to the installation, use, possession and operation of the Equipment, and if compliance with any such State and Federal Law requires changes or additions to be made to the equipment, such changes or additions shall be made by Lessee at its expense.

Section 7.2. Maintenance of Equipment by Lessee. Lessee shall, at its own expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and shall from time to time make all repairs and replacements necessary to keep the Equipment in such condition. Lessor shall have no responsibility for any of these repairs or replacements.

Section 7.3. Taxes, Other Governmental Charges and Utility Charges. Except as expressly limited by this Section, Lessee shall pay all taxes and other charges of any kind which are at any time lawfully assessed or levied against or with respect to the Equipment, the Rental Payments or any part thereof, or which become due during the Term of this Lease, whether assessed against Lessee or Lessor. Lessee shall also pay when due all gas, water, steam, electricity, heat, power, telephone, and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment, and all special assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Equipment; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due. Lessee shall not be required to pay any federal, state or local income, inheritance, estate, succession, transfer, gift, franchise, gross receipts, profit, excess profit, capital stock, corporate, or other similar tax payable by Lessor, its successors or assigns, unless such tax is made in lieu of or as a substitute for any tax, assessment or charge which is the obligation of Lessee under this Section.

Lessee may, at its own expense and in its own name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments, utility or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in the opinion of Independent Counsel, by nonpayment of any such items the interest of Lessor in the Equipment will be materially endangered or the Equipment or any part thereof will be subject to loss or forfeiture, in which event Lessee shall promptly pay such taxes, assessments, utility or other charges or provide Lessor with full security against any loss which may result from nonpayment, in form satisfactory to Lessor.

Section 7.4. Advances. If Lessee shall fail to perform any of its obligations under this Article, Lessor may, but shall not be obligated to, take such action as may be necessary to cure such failure, including the advancement of money, and Lessee shall be obligated to repay all such advances on demand, with interest at the rate of 18% per annum or the maximum rate permitted by law, whichever is less, from the date of the advance to the date of repayment.

ARTICLE VIII

TITLE

Section 8.1. Title. During the Term of this Lease, and so long as Lessee is not in default under Article XII, legal title to the Equipment and any and all repairs, replacements, substitutions and modifications to it shall be in Lessee. Upon termination of this Lease with respect to any Equipment Group pursuant to section 4.2 or Article XII hereof, full and unencumbered legal title to such Equipment Group shall pass to Lessor, and Lessee shall have no further interest therein. In either of such events, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title to such Equipment Group to Lessor and the termination of Lessee's interest therein, and upon request by Lessor shall deliver possession of the Equipment Group to Lessor in accordance with Section 12.3. Upon termination of this Lease with respect to any Equipment Group through exercise of Lessee's option to purchase pursuant to Article X or through payment by Lessee of all Rental Payments and other amounts relating thereto, Lessor's security or other interest in such Equipment Group shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may request to evidence the termination of Lessor's security or other interest in such Equipment Group.

Section 8.2. Security Interest. Lessor shall have and retain a security interest under the Uniform Commercial Code in the Equipment, the proceeds thereof and all repairs, replacements, substitutions and modifications thereto or thereof made pursuant to Section 8.5, in order to secure Lessee's payment of all Rental Payments due during the Term of this Lease and the performance of all other obligations herein to be performed by Lessee. In the event such Equipment is a motor vehicle, Lessor shall have authority to require the state of registration to note Lessor's security interest on its records and the Certificate of Title for the Vehicle. Lessee will join with Lessor in executing such financing statements or other documents and will perform such acts as Lessor may request to establish and maintain a valid security interest in the Equipment. If requested by Lessor, Lessee shall conspicuously mark the Equipment with appropriate lettering, labels or tags, and maintain such markings during the Term of this Lease, so as clearly to disclose Lessor's security interest in the Equipment.

Section 8.3. Liens. During the Term of this Lease, Lessee shall not, directly or indirectly, create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Equipment, other than the respective rights of Lessor and Lessee as herein provided and Permitted Encumbrances. Except as expressly provided in Section 7.3 and this Article, Lessee shall promptly, at its own expense, take such action as may be necessary duly to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. Lessee shall reimburse Lessor for any expense incurred by Lessor in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

Section 8.4. Installation of Lessee's Equipment. Lessee may at any time and from time to time, in its sole discretion and at its own expense, install other items of equipment in or upon the Equipment, which items shall be identified by tags or other symbols affixed thereto as property of Lessee. All such items so identified shall remain the sole property of Lessee, in which Lessor shall have no interest, and may be modified or removed by Lessee at any time provided that Lessee shall repair and restore any and all damage to the Equipment resulting from the installation, modification or removal of any such items. Nothing in this Lease shall prevent Lessee from purchasing items to be installed pursuant to this Section under a conditional sale or lease with option to purchase contract, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest shall attach to any part of the Equipment.

Section 8.5. Modification of Equipment. Lessee shall, at its own expense, have the right to make repairs to the Equipment, and to make repairs, replacements, substitutions and modifications to all or any of the parts thereof. All such work and any part or component used or installed to make a repair or as a replacement, substitution or modification, shall thereafter comprise part of the Equipment and be subject to the provisions of this Lease. Such work shall not in any way damage the Equipment or cause it to be used for purposes other than those authorized under the provisions of State and Federal Law or those contemplated by this Lease; and the Equipment, upon completion of any such work shall be of a value which is not less than the value of the Equipment immediately prior to the commencement of such work. Any property for which a replacement or substitution is made pursuant to this Section may be disposed of by Lessee in such manner and on such terms as are determined by Lessee. Lessee will not permit any mechanic's or other lien to be established or remain against the Equipment for labor or materials furnished in connection with any repair, replacement, substitution or modification made by Lessee pursuant to this Section; provided that if any such lien is established and Lessee shall first notify Lessor of Lessee's intention to do so, Lessee may in good faith contest any lien filed or established against the Equipment, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in the opinion of Independent Counsel, by nonpayment of any such item the interest of Lessor in the Equipment will be materially endangered or the Equipment or any part thereof will be subject to loss or forfeiture, in which event Lessee shall promptly pay and cause to be satisfied and discharged all such unpaid items or provide Lessor with full security against any such loss or forfeiture, in form satisfactory to Lessor. Lessor will cooperate fully with Lessee in any such contest, upon the request and at the expense of Lessee.

Section 8.6. Personal Property. The Equipment is and shall at all times be and remain personal property notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner affixed or attached to or embedded in or permanently rested upon real property or any building thereon or attached in any manner to what is permanent by means of cement, plaster, nails, bolts, screws, or otherwise.

ARTICLE IX WARRANTIES

Section 9.1. Selection of Equipment. The Equipment and the Contractor have been selected by Lessee, and Lessor shall have no responsibility in connection with the selection of the Equipment, its suitability for the use intended by Lessee, the acceptance by the Contractor or its sales representative of the order submitted, or any delay or failure by the Contractor or its sales representative to manufacture, deliver or install the Equipment for use by Lessee. Lessee authorized Lessor to add the serial number of the Equipment to Exhibit A when available.

Section 9.2. Installation and Maintenance of Equipment. Lessor shall have no obligation to install, erect, test, inspect, service or maintain the Equipment under any circumstances, but such actions shall be the obligation of Lessee or the Contractor.

Section 9.3. Contractor's Warranties. Lessor hereby assigns to Lessee for and during the Term of this Lease, all of its interest in all Contractor's warranties and guarantees, express or implied, issued on or applicable to the Equipment, and Lessor hereby authorizes Lessee to obtain the customary services furnished in connection with such warranties and guarantees at Lessee's expense.

Section 9.4. Patent Infringement. Lessor hereby assigns to Lessee for and during the Term of this Lease all of its interest in patent indemnity protection provided by any Contractor with respect to the Equipment. Such assignment of patent indemnity protection by Lessor to Lessee shall constitute the entire liability of Lessor for any patent infringement by Equipment furnished pursuant to this Lease.

Section 9.5. Disclaimer of Warranties. THE EQUIPMENT IS DELIVERED AS IS, AND LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE OF THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT.

ARTICLE X OPTION TO PURCHASE

Section 10.1. When Available. Lessee shall have the option to purchase Lessor's interest in any Equipment Group on any Payment Date relating thereto for the then applicable Purchase Option Price set forth in the page of Exhibit B relating thereto, but only if Lessee is not in default under this Lease, and only in the manner provided in this Article.

Section 10.2. Exercise of Option. Lessee shall give notice to Lessor of its intention to exercise its option with respect to any Equipment Group not less than thirty (30) days prior to the Payment Date on which the option is to be exercised and shall deposit with Lessor on the date of exercise an amount equal to all Rental Payments and any other amounts relating to

such Equipment Group then due or past due (including the Rental Payment relating thereto due on the Payment Date on which the option is to be exercised) and the applicable Purchase Option Price set forth in the page of Exhibit B relating thereto. The closing shall be on the Payment Date on which the option is to be exercised at the office of Lessor.

Section 10.3. Release of Lessor's Interest. Upon exercise of the purchase option with respect to any Equipment Group by Lessee, Lessor shall convey or release to Lessee, all of its right, title, and/or interest in and to the Equipment Group by delivering to Lessee such documents as Lessee deems necessary for this purpose.

ARTICLE XI

ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

Section 11.1. Assignment by Lessor. Lessor shall not assign its obligations under this Lease, and no purported assignment thereof shall be effective. All of Lessor's right, title and/or interest in and to any Equipment Group, the Rental Payments and other amounts relating thereto due hereunder, and the right to exercise all rights under this Lease relating to such Equipment Group may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor at any time, without the consent of Lessee. No such assignment shall be effective as against Lessee unless and until the assignor shall have filed with Lessee a copy or written notice thereof identifying the assignee. Lessee shall pay all Rental Payments due hereunder relating to such Equipment Group to or at the direction of Lessor or the assigned named in the most recent assignment or notice of assignment with respect to such Equipment Group filed with Lessee. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments. Lessor (or any assignee of Lessor) is authorized to sell participations in this Lease, the Rental Payments and all other amounts due hereunder and the Equipment subject hereto; and, subject to the above provisions regarding assignment, for this purpose may assign all or any part of its interest herein to a bank, trust company or other entity which will act as agent for any such participants. Lessee shall cooperate with Lessor (or any assignee of Lessor) in effecting any such assignments. No such agreement shall in any way alter or affect the terms and conditions of the Lease. In the event Lessor assigns participations in its right, title, and/or interest in and to any Equipment Group, the Rental Payments and other amounts due with respect thereto, and the rights granted under this Lease relating thereto, such participants shall be considered to be Lessor with respect to their participated shares thereof.

Section 11.2. Assignment and Subleasing by Lessee. Neither this Lease nor Lessee's interest in the Equipment may be assigned by Lessee without the written consent of Lessor. However, the Equipment may be subleased by Lessee, in whole or in part, without the consent of Lessor, subject, however, to each of the following conditions:

- (i) This Lease and the obligation of Lessee to make Rental Payments hereunder, shall remain obligations of Lessee.
- (ii) The sublessee shall assume the obligations of Lessee hereunder to the extent of the interest subleased.
- (iii) Lessee shall, within thirty (30) days after the delivery thereof, furnish or cause to be furnished to Lessor a true and complete copy of such sublease.
- (iv) No sublease by Lessee shall cause the Equipment to be used for a purpose other than a governmental function authorized under the provisions of the Constitution and laws of the State.
- (v) No sublease shall cause the Interest component of the Rental Payments due with respect to the Equipment to become includible in gross income of the recipient for federal income tax purposes.

Section 11.3. Restriction on Mortgage or Sale of Equipment by Lessee. Except as provided in Section 11.2, Lessee will not mortgage, sell, assign, transfer or convey the Equipment or any portion thereof during the Term of this Lease, or remove the same from its boundaries, without the written consent of Lessor.

ARTICLE XII

EVENTS OF DEFAULT AND REMEDIES

Section 12.1. Events of Default Defined. The following shall be "events of default" under this Lease with respect to any Equipment Group and the terms "events of default" and "default" shall mean, whenever they are used in this Lease, with respect to any Equipment Group, any one or more of the following events:

(i) Failure by Lessee to pay Rental Payment or other payment required to be paid under this Lease with respect to any Equipment Group at the time specified herein and the continuation of said failure for a period of three (3) days after telephonic or telegraphic notice given by Lessor that the payment referred to in such notice has not been received, such telephonic or telegraphic notice to be subsequently confirmed in writing, or after written notice.

(ii) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed with respect to any Equipment Group, other than as referred to in Clause (i) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.

(iii) The filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee promptly to lift any execution, garnishment or attachment of such consequence as would impair the ability of Lessee to carry on its governmental function or adjudication of Lessee as a bankrupt, or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of the Federal Bankruptcy Statute, as amended, or under any similar

acts which may hereafter be enacted.

The provisions of this Section 12.1 and Section 12.2 are subject to the following limitation: if by reason of force majeure Lessee is unable in whole or in part to carry out its obligations under this Lease with respect to any Equipment Group, other than its obligation to pay Rental Payments with respect thereto which shall be paid when due notwithstanding the provisions of this paragraph, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other labor disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the State or their respective departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee and not resulting from its negligence. Lessee agrees, however, to remedy with all reasonable dispatch the cause or causes preventing Lessee from carrying out its obligations under this Lease; provided that the settlement of strikes, lockouts and other labor disturbances shall be entirely within the discretion of Lessee and Lessee shall not be required to make settlement of strikes, lockouts and other labor disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of Lessee unfavorable to Lessee.

Section 12.2. Remedies on Default. Whenever any event of default referred to in Section 12.1 hereof shall have happened and be continuing with respect to any Equipment Group, Lessor shall have the right, at its option and without any further demand or notice, to take one or any combination of the following remedial steps:

(i) Lessor, with or without terminating this Lease with respect to such Equipment Group, may declare all Rental Payments due or to become due with respect to such Equipment Group during the Fiscal Year in effect when the default occurs to be immediately due and payable by Lessee, whereupon such Rental Payments shall be immediately due and payable.

(ii) Lessor, with or without terminating this Lease with respect to such Equipment Group, may repossess the Equipment Group by giving Lessee written notice to deliver such Equipment group to Lessor, whereupon Lessee shall do so in the manner provided in Section 12.3; or in the event Lessee fails to do so within ten (10) days after receipt of such notice, Lessor may enter upon Lessee's premises where the Equipment Group is kept and take possession of the Equipment Group and charge Lessee for costs incurred in repossessing the Equipment Group, including reasonable attorneys' fees. Lessee hereby expressly waives any damages occasioned by such repossession. If the Equipment Group or any portion of it has been destroyed or damaged beyond repair, Lessee shall pay the applicable Purchase Option Price of the Equipment Group, as set forth in Exhibit B (less credit for Net Proceeds), to Lessor. Notwithstanding the fact that Lessor has taken possession of the Equipment Group, Lessee shall continue to be responsible for the Rental Payments due with respect thereto during the Fiscal Year then in effect. If this Lease has not been terminated with respect to such Equipment Group, Lessor shall return the Equipment to Lessee at Lessee's expense when the event of default is cured.

(iii) If Lessor terminates this Lease with respect to such Equipment Group and takes possession of such Equipment contained therein, Lessor shall within thirty (30) days thereafter use its best efforts to sell such Equipment or any portion thereof in a commercially reasonable manner at public or private sale in accordance with applicable State laws. Lessor shall apply the proceeds of such sale to pay the following items in the following order: (a) all costs incurred in securing possession of the Equipment Group; (b) all expenses incurred in completing the sale; (c) the applicable Purchase Option Price; (d) the balance of any Rental Payments with respect to such Equipment Group owed by Lessee during the Fiscal Year then in effect. Any Sale proceeds remaining after the requirements of Clauses (a), (b), (c) and (d) have been met may be retained by Lessor.

(iv) If the proceeds of sale of such Equipment Group are not sufficient to pay the balance of any Rental Payments with respect thereto owed by Lessee during the Fiscal Year then in effect, Lessor may take any other remedy available at law or in equity to require Lessee to perform any of its obligations hereunder.

Section 12.3. Return of Equipment. Upon the Expiration or termination of this Lease with respect to any Equipment Group prior to the payment of all Rental Payments in accordance with Exhibit B, Lessee shall return such Equipment Group to Lessor in the condition, repair, appearance and working order required in Section 7.2, in the following manner as may be specified by Lessor: (i) by delivering the Equipment Group at Lessee's cost and expense to such place within the State as Lessor shall specify; or (ii) by loading such portions of the Equipment Group as are considered movable at Lessee's cost and expense, on board such carrier as Lessor shall specify and shipping the same, freight prepaid, to the place specified by Lessor. If Lessee refuses to return the Equipment Group in the manner designated, Lessor may repossess the Equipment Group and charge to Lessee the costs of such repossession or pursue any remedy described in Section 12.2.

Section 12.4. No Remedy Exclusive. No remedy conferred upon or reserved to Lessor by this Article is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient by Lessor or its assignee.

Section 12.5. Agreement to Pay Attorneys' Fees and Expenses. In the event either party to this Lease should default under any of the provisions hereof and the nondefaulting party should employ attorneys and/or incur other expenses for the collection of moneys or for the enforcement of expenses for the collection of moneys or for the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will on demand therefor pay to the nondefaulting party the reasonable fee of such attorneys and/or such other reasonable

expenses so incurred by the nondefaulting party. In the event that legal proceedings relating to this Lease (but not evidencing an action by a nondefaulting party against a defaulting party) are commenced in any court or before any other tribunal of competent jurisdiction, the legal fees and other reasonable costs and expenses of the prevailing party shall be paid by the nonprevailing party on demand of the prevailing party.

Section 12.6. Late Charge. Whenever any event of default referred to in Section 12.1, Clause (i) hereof shall have happened and be continuing with respect to any Equipment Group, Lessor shall have the right, at its option and without any further demand or notice, to require a late payment charge for each thirty (30) day period or part thereof during which such event of default occurs equal to four percent (4%) of the delinquent amount, and Lessee shall be obligated to pay the same immediately upon receipt of Lessor's written invoice therefor; provided, however, that this Section 12.6 shall not be applicable if or to the extent that the application thereof would affect the validity of this Lease.

ARTICLE XIII

ADMINISTRATIVE PROVISIONS

Section 13.1. Notices. All notices, certificates, legal opinions or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or deposited in the United States mail in registered form with postage fully prepaid to the addresses specified on the first page hereof; provided that Lessor and Lessee, by notice given hereunder, may designate different addresses to which subsequent notices, certificates, legal opinions or other communications will be sent.

Section 13.2. Financial Information. During the Term of this Lease, Lessee annually will provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing Fiscal Year and such other financial information relating to the ability of Lessee to continue this Lease as may be requested by Lessor or its assignee.

Section 13.3. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.4. Severability. In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.5. Amendments, Changes and Modifications. This Lease may be amended or any of its terms modified only by written document duly authorized, executed and delivered by Lessor and Lessee.

Section 13.6. Captions. The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions, Articles, Sections or Clauses of this Lease.

Section 13.7. Further Assurances and Corrective Instruments. Lessor and Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Equipment hereby leased or intended so to be, or for otherwise carrying out the expressed intention of this Lease.

Section 13.8. Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.9. Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State.

IN WITNESS WHEREOF, Lessor has caused this Lease to be executed in its corporate name by its duly authorized officer; and Lessee has caused this Lease to be executed in its name by its duly authorized officer, as of the date first above written.

GE CAPITAL PUBLIC FINANCE, INC., Lessor

By _____

Its _____

CITY OF DANBURY, acting on behalf of DANBURY PUBLIC SCHOOLS, Lessee

By _____

Its _____

EXHIBIT A, PAGE A-1-12
EQUIPMENT/VEHICLES

The following Equipment/Vehicles comprises an Equipment/Vehicle Group which is the subject of the attached Lease with Option to Purchase Agreement:

<u>Exhibit #</u>	<u>Quantity</u>	<u>Description</u>	<u>Serial Number</u>
1-12	(12)	GMC/Wayne 65 Passenger School Buses	

SCHEDULE OF RENTAL PAYMENTS RELATING
TO VEHICLES/EQUIPMENT DESCRIBED ON EXHIBIT A, PAGE A - 1-12

Rental Payments and Option to Purchase Schedule

PMT NO.	PAYMENT DATE	TOTAL PAYMENT	PRINCIPAL COMPONENT	INTEREST COMPONEN	PURCHASE OPTION PRICE*
1		746.96	746.96	0.00	38,083.15
2		746.96	512.66	234.30	37,526.61
3		746.96	515.94	231.02	36,967.28
4		746.96	519.25	227.71	36,405.15
5		746.96	522.57	224.39	35,840.22
6		746.96	525.91	221.05	35,272.46
7		746.96	529.28	217.68	34,701.86
8		746.96	532.67	214.29	34,128.41
9		746.96	536.08	210.88	33,552.10
10		746.96	539.51	207.45	32,972.90
11		746.96	542.96	204.00	32,390.80
12		746.96	546.43	200.53	31,805.79
13		746.96	549.93	197.03	31,217.86
14		746.96	553.45	193.51	30,626.99
15		746.96	556.99	189.97	30,033.17
16		746.96	560.56	186.40	29,436.37
17		746.96	564.14	182.82	28,836.60
18		746.96	567.76	179.20	28,233.82
19		746.96	571.39	175.57	27,628.03
20		746.96	575.05	171.91	27,019.21
21		746.96	578.73	168.23	26,407.34
22		746.96	582.43	164.53	25,792.42
23		746.96	586.16	160.80	25,174.42
24		746.96	589.91	157.05	24,553.33
25		746.96	593.68	153.28	23,929.14
26		746.96	597.48	149.48	23,301.83
27		746.96	601.31	145.65	22,671.38
28		746.96	605.16	141.80	22,037.77
29		746.96	609.03	137.93	21,401.00
30		746.96	612.93	134.03	20,761.05
31		746.96	616.85	130.11	20,117.89
32		746.96	620.80	126.16	19,471.52
33		746.96	624.77	122.19	18,821.92
34		746.96	628.77	118.19	18,169.07
35		746.96	632.79	114.17	17,512.95
36		746.96	636.84	110.12	16,853.56
37		746.96	640.92	106.04	16,190.87
38		746.96	645.02	101.94	15,524.86
39		746.96	649.15	97.81	14,855.52
40		746.96	653.30	93.66	14,182.84
41		746.96	657.48	89.48	13,506.80
42		746.96	661.69	85.27	12,827.37

43	746.96	665.93	81.03	12,144.55
44	746.96	670.19	76.77	11,458.31
45	746.96	674.48	72.48	10,768.64
46	746.96	678.80	68.16	10,075.53
47	746.96	683.14	63.82	9,378.94
48	746.96	687.51	59.45	8,678.88
49	746.96	691.91	55.05	7,975.31
50	746.96	696.34	50.62	7,268.23
51	746.96	700.80	46.16	6,557.61
52	746.96	705.28	41.68	5,843.44
53	746.96	709.80	37.16	5,125.69
54	746.96	714.34	32.62	4,404.36
55	746.96	718.91	28.05	3,679.43
56	746.96	723.51	23.45	2,950.86
57	746.96	728.14	18.82	2,218.66
58	746.96	732.80	14.16	1,482.79
59	746.96	737.49	9.47	743.24
60	746.96	741.94	5.02	0.00
	-----	-----	-----	
	44,817.60	37,356.00	7,461.60	
	=====	=====	=====	

* After payment of Rental payment due opposite Purchase Option Price.

EXHIBIT C
CERTIFICATE OF ACCEPTANCE

I, the undersigned, hereby certify that I am the duly qualified and acting _____ of CITY OF DANBURY, acting on behalf of DANBURY PUBLIC SCHOOLS, (Lessee); and, with respect to the Lease with Option to Purchase Agreement dated January 10, 1991 (the Lease), by and between Lessor and CITY OF DANBURY, acting on behalf of DANBURY PUBLIC SCHOOLS (Lessee), that:

1. The equipment described in the Lease listed on Exhibit A, page A-____ through A-____ (the Equipment Group) has been delivered and installed in accordance with Lessee's Specifications (as that term is defined in the Lease) and has been accepted by Lessee.

2. The rental payments provided for on the page of Exhibit B to the Lease relating to such Equipment Group (the Rental Payments) shall commence and be due and payable on _____ and the _____ of each _____ thereafter, in the amounts and on the dates shown on such page of Exhibit B to the Lease.

3. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Lease during the current fiscal year of Lessee, and such moneys will be applied in payment of all such Rental Payments due and payable during such current fiscal year.

4. Lessee has obtained from a reputable insurance company qualified to do business in the state of Connecticut (the State) insurance with respect to, all risks required to be covered thereby pursuant to Article VI of the Lease.

5. Lessee is exempt from all personal property taxes, and is (~~exempt from~~) (~~subject to~~)* sales and/or use taxes with respect to the Equipment Group and the Rental Payments.

6. During the Lease Term (as defined in the Lease) the Equipment Group will be used by Lessee to perform essential governmental functions. Such functions are:

7. There is no litigation, action, suit, or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of Lessee or its officers or its employees to enter into the Lease; the proper authorization, approval and execution of the Lease and other documents contemplated thereby; the appropriation of moneys, or any other action taken by Lessee to provide moneys, sufficient to make Rental payments coming due under the Lease in Lessee's current fiscal year; or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

Dated: _____, 19____

**PLEASE
& I**

CITY OF DANBURY, acting on behalf of DANBURY PUBLIC SCHOOLS, Lessee

By _____

Its _____

* Strike inapplicable term

EXHIBIT D
OPINION OF COUNSEL

CITY OF DANBURY, acting on behalf of DANBURY PUBLIC SCHOOLS
1 School Ridge Road
Danbury, CT 06811

SAMPLE

GE CAPITAL PUBLIC FINANCE, INC.
Three Capital Drive
Eden Prairie, MN 55344

RE: Lease with Option to Purchase Agreement dated as of January 10, 1991 by and between GE Capital Public Finance, Inc., (Lessor), and CITY OF DANBURY, acting on behalf of DANBURY PUBLIC SCHOOLS (Lessee).

Gentlemen:

I have acted as counsel to Lessee with respect to the Lease with Option to Purchase Agreement described above (the Lease) and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Lease and the Exhibits attached thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a municipal corporation and political subdivision of the state of Connecticut (the State), duly organized, existing and operating under the Constitution and laws of the State.
2. Lessee is authorized and has power under applicable law to enter into the Lease, and to carry out its obligations thereunder and the transactions contemplated thereby.
3. The Lease has been duly authorized, approved, executed and delivered by and on behalf of Lessee, and is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditor's rights.
4. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable open meeting, public bidding and all other laws, rules and regulations of the State.
5. The execution of the Lease and the appropriation of moneys to pay the Rental Payments coming due thereunder do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
6. There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of Lessee or its officers or its employees to enter into the Lease; the proper authorization, approval and/or execution of the Lease, Exhibits thereto and other documents contemplated thereby; the appropriation of moneys to make Rental Payments under the Lease for the current fiscal year of Lessee; or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.
7. Resolution No. _____ of the governing body of Lessee, was duly and validly adopted by such governing body on _____, 19____ and such resolution has not been amended or repealed and remains in full force and effect.

SAMPLE

Dated: _____

Very truly yours,

EXHIBIT E
RESOLUTION RELATING TO LEASE
WITH OPTION TO PURCHASE AGREEMENT

(EQUIPMENT GROUP A-)

BE IT RESOLVED by the governing body of CITY OF DANBURY, acting on behalf of DANBURY PUBLIC SCHOOLS (the Issuer), as follows:

Section 1. Recitals and Authorization. The Issuer, as lessee, has heretofore entered into a Lease with Option to Purchase Agreement dated as of January 10, 1991 (the Lease), with GE Capital Public Finance, Inc., as lessor. It is hereby determined that it is necessary and desirable and in the best interests of the Issuer to enter into the Lease for the purposes of obtaining the Equipment shown on the Lease as Equipment A-, and the execution and delivery of the Lease by the Issuer are the financing of the acquisition of such Equipment Group are hereby approved, ratified and confirmed.

Section 2. Designation as Qualified Tax-Exempt Obligation. Pursuant to the Internal Revenue Code of 1986 as amended (the Code), the Issuer hereby specifically designates the Lease and Equipment Group A- as a "qualified tax-exempt obligation" for purposes of Section 265 of the Code. The Issuer hereby represents that the Issuer (and any subordinate entities to or entities acting on behalf of the Issuer) will not designate more than \$10,000,000 of obligations issued by the Issuer in the calendar year during which the Lease is executed and delivered as such "qualified tax-exempt obligations."

Section 3. Issuance Limitation. The Issuer hereby represents that the Issuer (and any subordinate entities to or entities acting on behalf of the Issuer) reasonably anticipates not to issue in the calendar year during which the Lease is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

Chairperson

Attest:
