

COMMON COUNCIL MEETING

AUGUST 1, 1989

Meeting to be called to order at 8:00 P.M. by Mayor Joseph Sauer.

PLEDGE OF ALLEGIANCE

PRAYER

ROLL CALL

Bourne, Connell, Gallo, Moran, Renz, Esposito, Farah, Flanagan, Zotos, Cresci, Nimmons, Fazio, Shaw, Cassano, Charles, Bundy, Butera, Danise, DaSilva, Eriquez, Regan.

20

Present

1

Absent

CONSENT CALENDAR

The Consent Calendar was presented by

MINUTES of the Common Council Meeting held July 6, 1989 and the Special Common Council Meeting held June 29, 1989. The Minutes were

- 1 ORDINANCE - An Ordinance Appropriating \$2,400,000 For the Planning, Acquisition and Construction of A Public Parking Garage and Authorizing The Issuance of \$2,400,000 Bonds of the City to Meet said Appropriation and Pending the Issuance Thereof the Making of Temporary Borrowings for such Purpose. The Ordinance was
- ✓2 RESOLUTION - Governor's Initiative to Prevent Student Alcohol and Drug Abuse The Resolution
- ✓3 RESOLUTION - W.I.C. Program The Resolution was
- ✓4 RESOLUTION - Financial Assistance to Local Housing Authorities The Resolution was
- ✓5 RESOLUTION - Interweave Grant The Resolution was
- ✓6 RESOLUTION - Oakland Avenue Drainage Easement The Resolution was
- ✓7 COMMUNICATION - Request to accept donation to the Fire Department from Davis & Geck The Communication was
- ✓8 COMMUNICATION - Donation to the Library The Communication was
- ✓9 COMMUNICATION - Request to accept donation to the Department of Elderly Services The Communication was
- ✓10 COMMUNICATION - Donation to the Parks and Recreation Department The Communication was

- ✓ 11 COMMUNICATION - Appointment to the Richter Park Authority
The Communication was

- ✓ 12 COMMUNICATION - Appointment to the Environmental Impact Commission
as Alternate
The Communication was

- ✓ 13 COMMUNICATION - Appointment to the Housatonic Valley Tourism
Commission
The Communication was

- ✓ 14 COMMUNICATION - Request for Funds for start-up administrative
costs for Housing Authority
The Communication was

- ✓ 15 COMMUNICATION - Request for advance to meet contractual obligation
for CACD
The communication was

- ✓ 16 COMMUNICATION - Request for repairs to Fire Department Roof
The Communication was

- ✓ 17 COMMUNICATION - Unexpended Per Capita Grant Funds-Health Department
The Communication was

- ✓ 18 COMMUNICATION - Transfer of Line Items - Tarrywile Park Authority
The Communication was

- ✓ 19 COMMUNICATION - Request for reimbursement of towed automobile
The Communication was

- ✓ 20 COMMUNICATION - Tarrywile Park Authority - Rent Collection
The Communication was

- ✓ 21 COMMUNICATION - Boughton Street Property
The Communication was

- ✓ 22 COMMUNICATION - Land Acquisition - West Side Fire Station
The Communication was

- ✓ 23 COMMUNICATION - Tax Deferrals for the Elderly
The Communication was

- ✓ 24 COMMUNICATION - Statutory Amendment to Building Code Inspection
Requirements
The Communication was

- ✓ 25 COMMUNICATION - Maintenance and Repair of Marjorie Manor Road
The Communication was

- ✓ 26 COMMUNICATION - Request to purchase City owned land on Virginia
Avenue
The Communication was

- ✓ 27 COMMUNICATION - Request for Extension of Time - Sewer Extension
109 Park Avenue
The Communication was

- ✓28 COMMUNICATION - Request for Sewer Extension - DePalma Lane
The Communication was

- ✓29 COMMUNICATION - Request for Sewer and Water Extensions - Lombardi
and Concord Streets
The Communication was

- ✓30 COMMUNICATION - Request for Water Extension - 99 Federal Road
The Communication was

- ✓31 COMMUNICATION - Report from Planning Director on Renumbering of
South Street
The Communication was

- ✓32 COMMUNICATION - Report on Claim of Charlotte Shearer from
Corporation Counsel
The Communication was

- ✓33 DEPARTMENT REPORTS - Public Works, Parks and Recreation, Police,
Fire Chief, Fire Marshall, Health Department, Airport, Building
The Department Reports were

- ✓34 REPORT - Neighborhood Assistance Act
The Report was

- ✓35 REPORT - Waste to Energy Incineration Project
The Report was

- ✓36 REPORT - Request for Water Extension - 13 Belmont Circle
The Report was

- ③7 REPORT - Request for Sewer Extension - 75 Padanaram Road
The Report was

- ✓38 REPORT - Request for Water Extension - Meadowbrook Road
The Report was

- ✓39 REPORT - Time Extensions, Sewer & Water Woodland Construction
Terrace Heights Subdivision
The Report was

- ✓40 REPORT - Curfew at Rogers Park
The Report was

- ✓41 REPORT - Lot #103, 103 Lakeview Avenue
The Report was

- ✓42 PROGRESS REPORT - Hispanic Cultural Society
The Progress Report was

- ✓43 PROGRESS REPORT - Request for Sewer Extension, Southern Boulevard
and Terre Haute Road
The Progress Report was

- ✓44 PROGRESS REPORT - Parking Garage Referendum
The Progress Report was

CONSENT CALENDAR

- 2 - Resolution - Governor's Initiative to Prevent Student Alcohol and Drug Abuse
- 3 - Resolution - W.I.C. Program
- 4 - Resolution - Financial Assistance to Local Housing Authorities
- 6 - Resolution - Oakland Avenue Drainage Easement
- 11 - Communication - Appointment to the Richter Park Authority
- 12 - Communication - Appointment to the Environmental Impact Commission
- 13 - Communication - Appointment to the Housatonic Valley Tourism Commission
- 19 - Communication - Request for reimbursement of towed automobile
- ~~20~~ - Communication - Tarrywile Park Authority - Rent Collection
- 32 - Communication - Report on Claim of Charlotte Shearer from Corporation Counsel
- 36 - Report - Request for Water Extension - 13 Belmont Circle
- 37 - Report - Request for Sewer Extension - 75 Padanaram Road
- 39 - Report - Time Extensions, Sewer & Water Woodland Construction Terraces Heights Subdivision
- 40 - Report - Curfew at Rogers Park
- 41 - Report - Lot #103, 103 Lakeview Avenue
- 42 - Progress Report - Hispanic Cultural Society
- 43 - Progress Report - Request for Sewer Extension, Southern Boulevard and Terre Haute Road

PUBLIC SPEAKING SESSION

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

- 45. Report 3calle House Lease
- 46. Report Paramedic Contract

WILLIAM J. ...
MAY 7 1998

#44
Refer to
Council as a
whole

COMMON COUNCIL - ROLL CALL

<u>NAME</u>	<u>YES</u>	<u>NO</u>
LOVIE D. BOURNE		
BARRY J. CONNELL		
BERNARD P. GALLO		
HANK S. MORAN		
GARY D. RENZ		
JOHN J. ESPOSITO		
MOUNIR A. FARAH		
STEPHEN T. FLANAGAN		
NICHOLAS ZOTOS		
ARTHUR T. CRESCI		
JAMES E. NIMMONS, JR.		
MICHAEL S. FAZIO		
WILLIAM H. SHAW		
ANTHONY J. CASSANO		
LOUIS T. CHARLES		
ROGER M. BUNDY		
JANET BUTERA		
MARI ANN DANISE		
JOSEPH DaSILVA		
GENE F. ERIQUEZ		
ARTHUR D. REGAN		

#44
remove to
question

COMMON COUNCIL - ROLL CALL

<u>NAME</u>	<u>YES</u>	<u>NO</u>
LOVIE D. BOURNE		✓
BARRY J. CONNELL	✓	
BERNARD P. GALLO		✓
HANK S. MORAN		✓
GARY D. RENZ	✓	
JOHN J. ESPOSITO	✓	
MOUNIR A. FARAH		✓
STEPHEN T. FLANAGAN		✓
NICHOLAS ZOTOS		✓
ARTHUR T. CRESCI		✓
JAMES E. NIMMONS, JR.	✓	
MICHAEL S. FAZIO	✓	
WILLIAM H. SHAW		✓
ANTHONY J. CASSANO	✓	
LOUIS T. CHARLES		✓
ROGER M. BUNDY	✓	
JANET BUTERA		✓
MARI ANN DANISE		
JOSEPH DaSILVA		✓
GENE F. ERIQUEZ	✓	
ARTHUR D. REGAN		✓

8
yes

11
no

#38
Meadowbrook
water district

COMMON COUNCIL - ROLL CALL

<u>NAME</u>	<u>YES</u>	<u>NO</u>
LOVIE D. BOURNE		✓
BARRY J. CONNELL		✓
BERNARD P. GALLO		✓
HANK S. MORAN	✓	
GARY D. RENZ		✓
JOHN J. ESPOSITO	✓	
MOUNIR A. FARAH	✓	
STEPHEN T. FLANAGAN		✓
NICHOLAS ZOTOS	✓	
ARTHUR T. CRESCI	✓	
JAMES E. NIMMONS, JR.	✓	
MICHAEL S. FAZIO		✓
WILLIAM H. SHAW		✓
ANTHONY J. CASSANO	✓	
LOUIS T. CHARLES	✓	
ROGER M. BUNDY	✓	
JANET BUTERA	✓	
MARI ANN DANISE		
JOSEPH DaSILVA	✓	
GENE F. ERIQUEZ		✓
ARTHUR D. REGAN	✓	

17 yes

8 no

35
Waste to Energy
Incineration Project

COMMON COUNCIL - ROLL CALL

<u>NAME</u>	<u>YES</u>	<u>NO</u>
LOVIE D. BOURNE	✓	
BARRY J. CONNELL	✓	
BERNARD P. GALLO	✓	
HANK S. MORAN	✓	
GARY D. RENZ		✓
JOHN J. ESPOSITO		✓
MOUNIR A. FARAH	✓	
STEPHEN T. FLANAGAN	✓	
NICHOLAS ZOTOS	✓	
ARTHUR T. CRESCI	✓	
JAMES E. NIMMONS, JR.	✓	
MICHAEL S. FAZIO	✓	
WILLIAM H. SHAW		✓
ANTHONY J. CASSANO	✓	
LOUIS T. CHARLES	✓	
ROGER M. BUNDY	✓	
JANET BUTERA	✓	
MARI ANN DANISE		
JOSEPH DaSILVA		✓
GENE F. ERIQUEZ		✓
ARTHUR D. REGAN	✓	

15 yes

5 NO



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

(203) 797-4511

July 24, 1989

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

Dear Council Members:

Once again, the City of Danbury has been invited to apply for funds under the Governor's Initiative to Prevent Student Alcohol and Drug Abuse. Danbury has taken advantage of this grant for the past three years which has gone to support the Student Assistance program at Danbury High School and the Alternate Center for Education.

The Student Assistance Program, whose services are provided by the Midwestern Connecticut Council on Alcoholism has been in existence for three years and has been quite successful. This grant allows education and prevention workshops and direct intervention and referral services to students-at-risk. This program has targeted those students who are abusing alcohol and drugs and those who are at risk of abusing alcohol and drugs. The program's goals for this fourth year is to provide direct services through intervention and prevention to sixty students.

I urge you to approve this request for funds and adopt the enclosed resolution so that we may continue our support of local initiatives to eradicate drug and alcohol abuse among our youth.

Sincerely yours,

Joseph H. Sauer, Jr.
Mayor

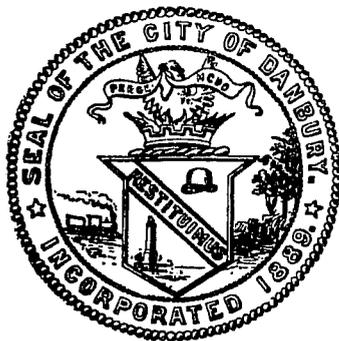
JHS:cjz
Encl.

RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:



WHEREAS, the prevention of and early intervention in cases of alcohol or drug abuse among high school students is in the best interests of the City of Danbury; and

WHEREAS, the City of Danbury wishes to continue the Student Assistance Program at Danbury High School for that purpose; and

WHEREAS, the State of Connecticut is authorized to make grant funds available for said purpose; and

WHEREAS, the City of Danbury wishes to obtain a grant in an amount not to exceed \$5,460.00 to cover the costs of continuing said program; and

WHEREAS, it is in the best interests of the City of Danbury that said funds be authorized for use by and provided to the Midwestern Connecticut Council on Alcoholism by virtue of an agreement with the Danbury School System for purposes of effectuating this program;

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor of the City of Danbury be and hereby is authorized to make application for said grant and to enter into and amend any necessary contract with the State of Connecticut if such a grant is offered to the City of Danbury; and

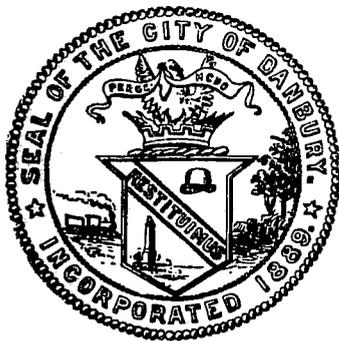
BE IT FURTHER RESOLVED THAT the Mayor of the City of Danbury be and hereby is authorized to take any additional action necessary to accomplish the purposes hereof.

RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:



WHEREAS, the State of Connecticut Department of Health Services through the U.S.D.A. has made grant funds available from October 1, 1988 through September 30, 1989 to full-time local health departments to be used for the Women, Infants, Children's Supplemental Nutrition Program; and

WHEREAS, the City of Danbury through the Danbury Health Department has formulated a W.I.C. Program for Danbury area residents; and

WHEREAS, an amended grant award of up to \$136,130.00 has been processed by the Danbury Health Department; and

WHEREAS, the State of Connecticut Department of Health Services has approved and funded the amended grant proposal;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF DANBURY THAT the actions of the Danbury Health Department in applying for the said amended grant be and hereby are ratified and that any and all further actions by the Danbury Health Department required to accomplish said program be and hereby are authorized.

BE IT FURTHER RESOLVED THAT to accomplish said program the Mayor of the City of Danbury is authorized to make, execute and approve on behalf of the City of Danbury any and all contracts or amendments thereof with the State of Connecticut Department of Health Services.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, pursuant to Chapters 128, 129, 130 and 133 of the Connecticut General Statutes, the Commissioner of Housing is authorized to extend financial assistance to local housing authorities, municipalities and non-profit corporations; and

WHEREAS, it is desirable and in the public interest that the City of Danbury make application to the State for financial assistance under Section 8-216b of the General Statutes in order to undertake a program of Payment-in-Lieu-of-Taxes and to execute an Assistance Agreement therefor;

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

1. That it is cognizant of the conditions and prerequisites for State assistance imposed by Chapters 128, 129, 130 and 133 of the Connecticut General Statutes.
2. That the filing of an application by the City of Danbury in an amount not to exceed \$239,277.07 is hereby approved and that the Mayor of the City of Danbury is hereby authorized and directed to execute and file such application with the Commissioner of Housing, to provide such additional information, to execute such other documents as may be required by the Commissioner, to execute an Assistance Agreement with the State of Connecticut for State financial assistance if such an Agreement is offered, to execute any amendments, recisions and revisions thereto, and to act as the authorized representative of the City of Danbury.
3. That in consideration of said Assistance Agreement applicant does hereby waive any payments-in-lieu-of-taxes by the Housing Authority of the City of Danbury under the provisions of Section 8-71 of the Connecticut General Statutes.
4. That the current established mill rate is 16.98 and the current assessment is 70% of market value.
5. It is also resolved that any prior action taken by the Mayor of the City of Danbury with respect to this Agreement is also approved.



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

July 24, 1989

Mayor Joseph H. Sauer and
Members of the Common Council
City of Danbury - 155 Deer Hill Avenue
Danbury, Connecticut
06810

Dear Mayor Sauer and
Members of the Common Council:

The Department of Elderly Services/ City of Danbury requests your approval to make application for a Title III-B grant from the Western Connecticut Area Agency on Aging for "Interweave" - the Danbury Adult Day Care Center, at 198 Main Street/ Danbury.

This department would request in this application the amount of \$30,000 (Title III) with a local cash match- \$28,496 (City of Danbury).

Interweave is in it's seventh year of operation, serving a very "at risk" population. Frail, confused and or lonely senior citizens are able to remain in their own homes with family support while spending some or each of their days in a warm and healthy environment, receiving medical, social, leisure-time and other support systems.

A description of Interweave's history, staffing and services is enclosed with this letter.

In addition to nearly \$200,000 in Title III-B grants received by the Department of Elderly Services for Interweave over these past years, other monies have been generated through income (c.\$50,000 in the past year) , additional resources (space, utilities , volunteers and senior aides (\$35,000) and other club or corporate donations.

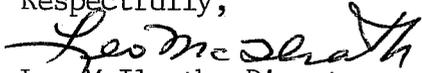
page two - Mayor Sauer and
Common Council

"Interweave" is one of only two remaining adult day care centers in this region. It is even more essential that the program continue as a service to people who are at such a great risk of being institutionalized when, in fact, they do not really need to.

The City of Danbury has been applauded by both the State of Connecticut Department on Aging and the Northwestern Connecticut Area Agency on Aging for offering this service to it's elderly citizens.

With all of this information in mind, I request your approval of this application, due August 15, 1989.

Respectfully,



Leo McIlrath, Director
Department of Elderly Services
City of Danbury

A. PROFILE OF APPLICANT AGENCY:

1. AGENCY BACKGROUND:

In January of 1978, the City of Danbury, addressing the needs of the community, created a Senior Center under the auspices of the Commission on Aging. An assessment, done by the Senior Center Director, showed an alarming need for Adult Day Care in the greater Danbury area. This need was reflected, especially for the frail-elderly low-income client. The result was the formation on Feb. 1, 1983, of Danbury Adult Day Care Center, "Interweave" in the vacated Senior Center space (Sr.Center moved to 80 Main St.) in Ives Manor, 198 Main St., Danbury, CT.. Originally under the auspices of the Commission on Aging, Danbury Adult Day Care, "Interweave" is now a part of the newly created (1986) Department of Elderly Services.

The Department of Elderly Services that oversees the Danbury Senior Center, Danbury Adult Day Care Center, Interweave, and other projects servicing the elderly, wishes to continue it's focus on Adult Day Care for the frail elderly in a low cost 5-day program. The Adult Day Care, in its history, reflects a planned pattern of growth which, in response to an understanding of the needs of the aged in the community, incorporates innovations in the delivery of client care, design, management, applied research and training.

In the past six years, the Center has continued its consistent pattern of planned growth. In 1987, an Alzheimer Comprehensive Care Plan was developed to become a model for care of individuals with dementia. The Center commitment to quality client care can be seen by its approach to service delivery, program evaluation, training, and environmental enhancement. While this narrative describes specific services provided, it is noteworthy that sensory stimulation for clients has been integrated as a basic component of quality care.

The Center, located at 198 Main St. in the Ives Manor Senior Housing, is a suitable site for seniors with physical impairments. It is centrally located with handicapped access, via ramp, elevator, and stairs. The V.N.A. and Geriatric Clinic are located across the hall from our Center. The Housatonic Nutrition Site, Veterans Affairs and the City Hypertension Program are located upstairs from our Center. The Center addresses the needs of its clients and their caregivers/families by offering a program of socialization, cognitive therapies, and light medical attention to avoid premature institutionalization of the client, and respite, outreach, referral and counseling services for the family/caregivers.

1. AGENCY BACKGROUND: Continued

Interweave currently services the greater Danbury area encompassing the towns of New Fairfield, New Milford, Kent, Bethel, Ridgefield, Newtown, Brookfield, Redding, and the City of Danbury. Applicants must be 60 years of age and older. We also offer an Alzheimer program and have instituted programming for the mentally handicapped. The staff of the Senior Center and the Day Care Center work well together with a consortium of local agencies and organizations under the guidance of the Director of the Department of Elderly Services. We have enjoyed very strong support from our interested and concerned Mayor and Common Council Members of the City of Danbury. We are currently funded by a Title III-B matching Grant, an Alzheimer Grant, and by client donations.

2. STAFFING:

The interdisciplinary client-care team, including the traditional disciplines of medicine, nursing, occupational therapy, social work, recreational therapy and food services, are enhanced by decentralized assignments.

The Director of the Department of Elderly Services also serves as the Director of the Senior Center and the Day Care Center. The Director is a licensed Nursing Home Administrator in the State of Mass.. He also holds a graduate degree in counseling the aging. The Program Coordinator is also experienced, having worked for the past 20 years both in nursing and education with the elderly in the various mental and physical stages of their lives. She has also participated in counseling and education, family outreach, as well as working with mentally handicapped geriatric clients. The Activity Specialist has prior experience working with the elderly and blind, as well as working with the emotionally disturbed. She has also taught many craft and art classes and has performed in local community performances. Our Secretary/Administrative Assistant also has many years of experience working with family elderly, and in social service/community service programs servicing the elderly and the community.

Three Senior Aides, under the Title V Program are also currently used to staff our Center. They bring with them a variety of education and cultural backgrounds and serve as an asset to our facility. Under the State Dept. of Aging Alzheimer Aide Grant, we have employed an Alzheimer Aide that is currently a Registered Nurse in the State of CT.. The staff has constant opportunities to attend training workshops and seminars consistent with their respective roles. The Program Coordinator attends monthly A.D.C. meetings as well.

RESUMES: Appendix A-1
ORGANIZATIONAL CHART: A-2
COMMISSION ON AGING: A-3
AFFIRMATIVE ACTION: Appendix B

2. STAFFING: Continued

Volunteers are used to supplement and assist staff and Senior Aides in caring for our clients. They help in activities, crafts, toileting, and at meal time. They are trained and supervised by the Nurse/Coordinator and Activity Specialist. They are dependable and dedicated to our clients.

The training of staff is conducted in an ongoing manner. In-service programs are offered for our staff at the Center. Our staff also partakes in the in-services held by the Dept. of Elderly Services, the V.N.A., local hospital and health agencies, CT. Assoc. of Adult Day Care, and NIAD, as well as the Dept. of Aging and Dept. of Mental Retardation.

The City of Danbury has continued its ongoing support of programs for the elderly. The Mayor has focused unlimited attention to the elderly. The Dept. of Elderly Services expedites and coordinates services for the elderly and their families.

Nursing:

Consistent with our philosophy, rehabilitation, emotional wellbeing, provision of client care, protection and achievement of the highest level of selfcare and independence are the Center's goals. In addition, the client-care team augments the diversity of available and necessary nursing supports.

Occupational Therapy:

Following medical orders, a certified occupational therapist consultant evaluates, strengthens and assists in developing treatment plans for restorative function, based upon identification of an individual's deficit functioning. Occupational therapy treatments provided include poetry therapy, groups for sensory stimulation and purposeful activity for upper body coordination.

Social Services:

Implementation of an individualized treatment plan with psychosocial assessment is completed on every client. This may include individual and group therapy/counseling, orientation, and crisis resolution. As part of the interdisciplinary team, the staff supports and assists each client and their family/caregiver to participate in care plan. Coordination of community service, patient rights and documentation of patient abuse, and placement.

Recreation/Activities :

The Activities Specialist coordinates and implements group activities for intellectual stimulation, socialization, and maintenance of cognitive function. To facilitate both participation and the matching of activities to needs and interests, programs are planned by the interdisciplinary team. Special programs include current events, poetry, music appreciation, intergenerational programs with local schools and day cares, fashion shows, monthly birthday parties, shopping and cultural trips.

Food Service:

Food Service is under the supervision of a registered therapeutic dietician. Meals are provided by the Housatonic Meal Site.

Volunteers/Community Affaires:

Volunteers come to us from the Volunteer Bureau of Danbury, Community Service of the Judicial Department, Workfare, from the Welfare System; local schools and colleges. They are friendly, kind, individuals and assist in ambulation, socialization, etc., with our clients.

Student Placements:

Consistent with its training goals, the Center provides field placement opportunities in nursing, social work, recreation, gerontology, history. In addition, the Coordinator serves as a field instructor for the Social Work Dept. of Western Conn. State University.

RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:



WHEREAS, the Administration on Aging of the United States Department of Health and Human Services in accordance with Title III of the Older Americans Act, through the Connecticut Department on Aging, in accordance with Sections 17-137(c)(d) of the Connecticut General Statutes and through the Western Connecticut Area Agency on Aging, Inc. has made available funds to public agencies; and

WHEREAS, the Department of Elderly Services has processed a grant application for funds in an amount not to exceed \$30,000.00 for Interweave, the Danbury Adult Day Care Center, for the period January 1, 1990 through December 31, 1990;

NOW, THEREFORE, BE IT RESOLVED THAT the actions of the Department of Elderly Services in applying for said grant be and hereby are ratified and that any and all additional acts by the Department of Elderly Services and the Mayor of the City of Danbury necessary to effectuate the purposes hereof be and hereby are authorized.

39 June ①



CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

PLANNING COMMISSION
(203) 797-4525

July 17, 1989

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

Re: 8-24 Referral - Oakland Avenue Extension Storm Drainage Easement

Dear Council Members:

The Planning Commission at its meeting July 5, 1989 voted a positive recommendation for the Oakland Avenue Extension Storm Drainage Easement.

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

Sincerely yours,

Joseph Justino
Vice-Chairman

6

ALBERT M. DINHO AND FRANCES A. DINHO

A certain piece or parcel of land located on Walnut Street (unimproved) and Oakland Avenue Extension in the City of Danbury, Connecticut, containing 1,933 square feet, more or less and more particularly described as follows:

Commencing at an existing iron pipe located on the northwesterly corner of land herein described, thence going easterly along the northerly line of Walnut Street (unimproved) N. 63 16'25" E. a distance of 125.39 feet to a point on Padanaram Brook, thence going southerly along Padanaram Brook S. 09 47'29"E. a distance of 15.68 feet to a point, thence going westerly S. 63 16'25" W. a distance of 132.39 feet to a point on the easterly line of Oakland Avenue Extension, thence going northerly along the easterly line of Oakland Avenue Extension N. 10 54'12" E. a distance of 18.94 feet to the point or place of beginning.

Bounded:

Northerly	:	By land now or formerly John T. Mayfield.
Easterly	:	By portion of Walnut Street (unimproved)
Southerly	:	By portion of Walnut Street (unimproved)
Westerly	:	Oakland Avenue Extension

For a more particular description reference is made to a map entitled "Proposed Drainage Easement Through the Property of Albert M. Dinho and Frances A. Dinho To Be Acquired By The City of Danbury Oakland Avenue Ext., Danbury, Connecticut Scale 1"=20' February 1, 1989" and certified substantially correct by Ireneo H. Despojado, P.E. & R.L.S. # 12050, which map is to be filed in the Danbury Land Records.



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

June 15, 1989

TO: City of Danbury Common Council
FROM: Mr. William J. Buckley, Supt. of Public Utilities
RE: COUNCIL REFERRALS FROM MEETING OF JUNE 6, 1989 - ITEM #39

Apparently the matter of the storm drainage easement on Oakland Ave Extension was referred to me at the above referenced meeting. As I reviewed the correspondence in the packet under item #39, I can see that this matter has been discussed in some detail with Attorney Gottschalk, Highway Superintendent, Frank Cavagna, and City Engineer, Jack Schweitzer, as well as the Director of Public Works, Dan Minahan. I have not been involved in any discussions regarding this matter and am not at all vaguely familiar with it and wonder if I was listed as a referral rather than one of the other individuals who was involved. If you as a Council would like me to get involved in it, I certainly have no problem with it but I assume from the record that the matter is in good hands with the individuals mentioned above. If I do not hear back from you, I will assume that you will be resolving this matter with the other individuals and that you would need no other information from me. Rest assured that it does not interfere with any water or sewer facilities or projects.

WJB:bds

cc: Mr. Dan Minahan
Mr. Jack Schweitzer
Mr. Rick Gottschalk
Mr. Frank Cavagna



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

July 14, 1989

ENGINEERING DEPARTMENT
(203) 797-4641

6
JOHN A. SCHWEITZER, JR., P.E.
CITY ENGINEER

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

Dear Mayor Sauer and Common Council Members:

**Oakland Avenue
Common Council Meeting
June 6, 1989 - Item #39**

At the above referenced Common Council meeting this office was asked to prepare a report on the requested storm drainage easement on Oakland Avenue.

This office was requested some time ago to find a resolution for an existing drainage problem on Oakland Avenue. Our study determined that the best way to alleviate this problem was to acquire a drainage easement and construct a catch basin and pipeline to Padanaram Brook within this easement.

In the event that the map showing the proposed drainage easement and a copy of the proposed land description of this easement were not included with the original submission, I have included a copy of same for your use.

Very truly yours,

John A. Schweitzer, Jr.
John A. Schweitzer, Jr., P.E., (JAS)
City Engineer

JAS/gw

Enclosures

c: Daniel Minahan
Eric Gottschalk
Frank Cavagna



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

ROBERT T. RESHA
CORPORATION COUNSEL

ERIC L. GOTTSCHALK
LASZLO L. PINTER
JOHN JOWDY
GEORGE S. SAKELLARES
ASSISTANT CORPORATION
COUNSEL

June 21, 1989

PLEASE REPLY TO:

DANBURY, CT 06810

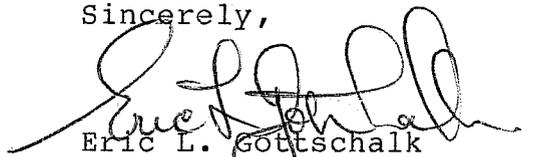
Hon. Joseph H. Sauer, Jr., Mayor
Hon. Members of the Common Council
155 Deer Hill Avenue
Danbury, Connecticut

Re: Oakland Avenue Extension Storm Drainage Easement

Dear Mayor and Council Members:

Please accept this letter in response to your request for a report in connection with the above, which appeared on the June Common Council agenda as Item No. 39. As I understand it, the Superintendent of Highways, Frank Cavagna, wishes to install a drainage pipe on private property to serve Oakland Avenue Extension. The plan will require the acquisition of property rights from the property owners involved. The Common Council may authorize the work following receipt of a Planning Commission report, as required by state statutes. Attached please find an appropriate resolution for use by the Council if the acquisition is deemed to be in the best interests of the City. If you have any additional questions regarding this matter please contact me.

Sincerely,


Eric L. Gottschalk
Assistant Corporation Counsel

ELG:r

Attachment

REFER TO TC MAP # 3448 OF THE D.L.R.

OTHER LAND OF ALBERT M. DINHO & FRANCIS DINHO REFER TO TC MAP NO. 5299 OF THE D.L.R.

PROPOSED 15.0 FT. WIDE STORM DRAINAGE EASEMENT AREA = 1,933 SQ. FT.

OAKLAND AVENUE EXTENSION
WALNUT STREET

WALNUT (UNIMPROVED) & TO VOL. 533

STREET

REFER TO TC MAP 5301 PG. 699 OF THE D.L.R.

151.29 FT. TO TAMARACK AV

OTHER LAND OF ALBERT M. DINHO AND FRANCES A. DINHO

LEONARD KAUFMAN

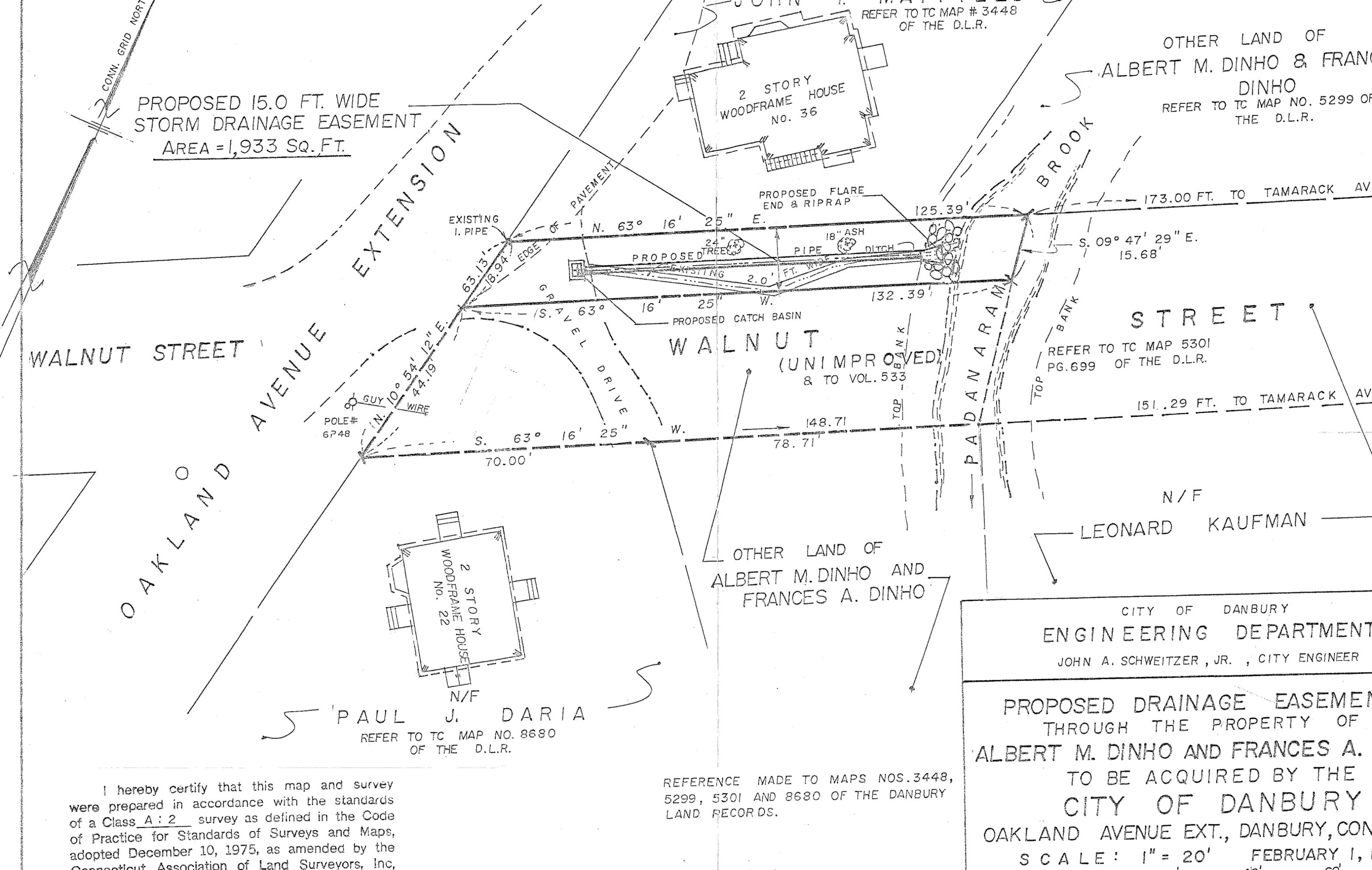
CITY OF DANBURY
ENGINEERING DEPARTMENT
JOHN A. SCHWEITZER, JR., CITY ENGINEER

PROPOSED DRAINAGE EASEMENT THROUGH THE PROPERTY OF ALBERT M. DINHO AND FRANCES A. TO BE ACQUIRED BY THE CITY OF DANBURY OAKLAND AVENUE EXT., DANBURY, CONN. SCALE: 1" = 20' FEBRUARY 1, 1975

PAUL J. DARIA
REFER TO TC MAP NO. 8680 OF THE D.L.R.

REFERENCE MADE TO MAPS NOS. 3448, 5299, 5301 AND 8680 OF THE DANBURY LAND RECORDS.

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





RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Common Council wishes to alleviate an existing drainage problem on Oakland Avenue Extension; and

WHEREAS, this project will oblige the City of Danbury to acquire interests 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 property 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 following property and owners thereof, their successors and assigns and their respective mortgage holders, if any; the affected property being indicated by the legal description attached hereto and designated Schedule A.



CITY OF DANBURY
DANBURY, CONNECTICUT 06810

FIRE DEPARTMENT
19 NEW STREET

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

July 10, 1989

To: Common Council Members
From: Antonio L. Lagarto, Chief Fire Executive
Subject: Donation From Davis & Geck
(Division of American Cyanamid Company)

I request the acceptance of this donation of \$1,000.00 from the Davis & Geck Division of American Cyanamid.

I request that the \$1,000.00 be designated for our line item #069500 - Equipment Not Classified, which is the line that we use to purchase our hazardous materials, equipment and supplies. American Cyanamid stipulates that "this contribution be exclusively used to purchase hazardous material equipment". This donation will help us to purchase some of the basic equipment from this line such as basic recovery supplies and equipment, sorbent pads, AFFF-ATC foam, etc.

A letter of thanks to the American Cyanamid Company will be sent by the Fire Department and I respectfully request that the City of Danbury would also send a letter of appreciation.

Sincerely,
Antonio L. Lagarto
Antonio L. Lagarto
Chief Fire Executive

ALL:mw
1-davis&g

Enclosure

c:Mayor Sauer
D.Setaro, Comptroller



DAVIS+GECK
MEDICAL DEVICE DIVISION

American Cyanamid Company
One Casper Street
Danbury, CT 06810
203-743-4451

RECEIVED

JUL 10 1989

June 19, 1989

Chief A. Lagarto
Danbury Fire Department
19 New Street
Danbury, CT 06810

Dear Chief Lagarto:

Davis & Geck, Division American Cyanamid Company would be pleased to offer a donation of \$1,000. to the Danbury Fire Department.

Although American Cyanamid contributions are generally discretionary, we would request that this contribution be exclusively used to purchase Hazardous Material Equipment.

We understand that this contribution needs to be submitted for approval to the Common Council and as such if there are any questions the council may contact the undersigned at Davis & Geck.

Sincerely,

Robert A. D'Andrea
Personnel Manager

RAD/av

cc: R. Butler
C. J. Monti
K. Neumann

0053/103

(Copy)

01 AMERICAN CYANAMID CO.
16 CRITERION CATALYST COMPANY
31 SHULTON, INC.
35 CYANAMID INTER-AMERICAN CORP.

63 JACQUELINE COCHRAN, INC.

One Cyanamid Plaza
Wayne, NJ 07470

83960

CHECK NUMBER

VENDOR NUMBER	*CO CODE	OUR NO.	LOCATION CODE NO.	YOUR DATE AND INVOICE NO	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
3224227	00102	TAQH	174	0619	1,000.00		1000.00
839602	063089	3224227			1,000.00	0.00	1000.00

RECEIVED

JUL 10 1989

FIRE DEPT

THIS CHECK IS IN FULL PAYMENT OF ITEMS LISTED ABOVE.

THIS VOUCHER IS FOR YOUR RECORD -- PLEASE DETACH.

CHECK NUMBER

839602

50-817
213

American Cyanamid Company
Wayne, New Jersey 07470

839602

CITIBANK (NEW YORK STATE)
NORTH AMERICAN FINANCIAL GROUP

MO. DAY YEAR
06/30/89

PAY → *****1000.00

TO THE ORDER OF

DANBURY FIRE DEPARTMENT
19 NEW ST
DANBURY CT 06810

VOID AFTER
90 DAYS

AUTHORIZED SIGNATURE
[Signature]

AUTHORIZED SIGNATURE

NOT VALID UNLESS COUNTERSIGNED IF DRAWN FOR MORE THAN \$300,000

⑈00839602⑈ ⑆021308176⑆ 30993373⑈
(Copy)



**DANBURY
PUBLIC
LIBRARY**

170 MAIN STREET

DANBURY, CONNECTICUT 06810

(203) 797-4505

July 6, 1989

Mayor Joseph Sauer, Jr.

City Hall

Dear Mayor Sauer:

The Library has received a \$60.00 matching donation from IBM.
The funds need to be credited to the Magazine line item
#02-07-101-061202.

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

Sincerely,

Betsy McDonough
Director

cc: D. Setaro
City Clerk



DANBURY
PUBLIC
LIBRARY

8

170 MAIN STREET

DANBURY, CONNECTICUT 06810

(203) 797-4505

July 6, 1989

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City Hall

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Please place this item on the agenda for the August Common
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Sincerely,

Betsy McDonough
Director

cc: D. Setaro
City Clerk ✓



CITY OF DANBURY

DANBURY, CONNECTICUT 06810

DEPARTMENT OF ELDERLY SERVICES

COMMISSION ON AGING

9
received
7/21

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

July 27, 1989

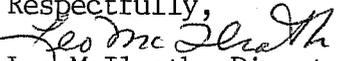
Mayor Joseph H. Sauer, Jr. and
Members of the Danbury Common Council
City Hall - 155 Deer Hill Avenue
Danbury, Connecticut 06810

Mayor Sauer and Members of the Common Council:

The Department of Elderly Services requests approval of a donation from the Danbury Housing Authority in the name of a former tenant who was recently deceased. The amount was \$690.00.

It is also requested that the sum of \$690.00 be transferred into the Commission on Aging budget line item Contractual Services.

Respectfully,


Leo McIlrath, Director
Department of Elderly Services



CITY OF DANBURY

DANBURY, CONNECTICUT 06810

DEPARTMENT OF ELDERLY SERVICES
COMMISSION ON AGING

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

Municipal Agent
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Adult Day Care Center
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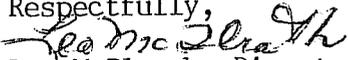
July 27, 1989

Mayor Joseph H. Sauer, Jr. and
Members of the Danbury Common Council
City Hall - 155 Deer Hill Avenue
Danbury, Connecticut 06810

Mayor Sauer and Members of the Common Council:

The Department of Elderly Services requests approval of a donation from the Danbury Housing Authority in the name of a former tenant who was recently deceased. The amount was \$690.00.

It is also requested that the sum of \$690.00 be transferred into the Commission on Aging budget line item Contractual Services.

Respectfully,

Leo McIlrath, Director
Department of Elderly Services



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

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

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

July 21, 1989

TO: Members of the Common Council
FROM: Robert G. Ryerson
Director, Parks & Recreation *RGR*
RE: Donation

We have received a check in the amount of \$200.00 from the Mad Hatters Square Dance Club as a donation in appreciation of our sponsorship.

Would you kindly approve the acceptance of this donation.

RGR:fl



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

JOSEPH H. SAUER, JR.
MAYOR

(203) 797-4511

August 1, 1989

Honorable Members of the Common Council
City of Danbury
Connecticut

Dear Council Members:

I wish to appoint Edward W. Fusek, 198 South King Street, to the Stanley Lasker Richter Memorial Park Authority, for a term to expire 9/1/90. He will be filling a vacancy.

Sincerely yours,

A handwritten signature in black ink, reading "Joseph H. Sauer, Jr.", written in a cursive style.

Joseph H. Sauer, Jr.
Mayor

JHS:D

RESUME

EDWARD W. FUSEK

PERSONAL BACKGROUND

Born in Danbury, CT., October 22, 1924,
to John & Anna Fusek. Resident of 198
South King Street, Danbury, CT 06811.
Married to the former Jean Juisto.
Two Children: Edward Jr. & Patricia
Jean Thommen. Two Grandchildren:
Morgan & Carlye Jean Thommen.

EDUCATION

Danbury High School

MILITARY

United States Army Air Force, 3 Years.

PROFESSION

Danbury Public Works, 27 years. As
General Forman and Superintendant of
Public Works. Numerous City of Danbury
Council Committees.

MEMBERSHIPS

King Street Vol Fire Department.
Independant Hose Company # 4.
Veterans of Foreign Wars. Disabled Army
Veterans.
Sokol Lodge # 30.
St. Paul's Luthern Church Council.
Connecticut Association of Highway Officials.
Richter Park Mens Club.

11

Stanley Lasker Richter Memorial Park Authority

<u>CURRENT MEMBER</u>	<u>AFFL.</u>	<u>TERM EXP.</u>	<u>PROPOSED MEMBER</u>	<u>AFFL.</u>	<u>TERM EXP.</u>
William Williams Riverside Road		9/1/89			
Francis _____		9/1/90	Edward Fusek 198 South King Street	R	9/1/90
Eugene Tomanio Beechwood Drive	R	9/1/90			
Alix Bonacci 3 White Street	R	9/1/89			
Frances Kelly Allan Street	R	9/1/91			
Jack Garamella Oak Ridge Avenue	D	9/1/91			
Maurie Burns 10 Deer Ridge	R	9/1/90			
Anne Thayne Pond Crest Road	D	9/1/91			
Roger Delsin Kohanza Street	R	9/1/89			

Note: AFFL. - R—Republican; D—Democrat; U—Unaffiliated
 Note: * After individual's name, indicates "Chairman"



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

JOSEPH H. SAUER, JR.
MAYOR

(203) 797-4511

August 1, 1989

Honorable Members of the Common Council
City of Danbury
Connecticut

Dear Council Members:

I wish to make the following appointment to the Environmental
Impact Commission:

Elizabeth A. Merrihew, 36 East Pembroke Road, Danbury, as an
Alternate Member of the commission, for a term to expire 12/01/90.
She will be filling a vacancy.

Sincerely yours,

Joseph H. Sauer, Jr.
Mayor

JHS:D

January 10, 1989

R
12
received
1/18/89

Mayor Joseph H. Sauer
City Hall
155 Deer Hill Avenue
Danbury, CT 06810

Dear Mayor Sauer:

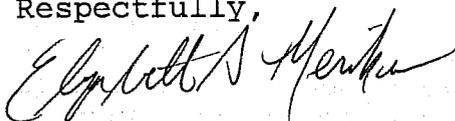
I would like to become a member of the Danbury Environmental Impact Commission. Mark Massoud, Chairman of the Board, referred me to you.

I am presently employed with Environmental Systems Planning, Ltd., a landscape architectural firm involved, for the most part, in large scale site planning, design and environmental impact statement work. Virtually every project has important environmental concerns, especially those involving the issue of wetlands.

Threats to the ecosystem require a constant vigil. It is critical to address potential problems in the early stages of planning. Conscientious site planning, calling attention to sensitive areas, can help minimize negative impact. Because of my experience, I feel I could make a strong contribution to the Environmental Impact Commission which is the chief enforcer of regulations governing planning procedures.

I received a Bachelor of Landscape Architecture from the College of Environmental Science and Forestry and an A.S. in drafting from Adirondack Community College. Since 1986 I have been with my present employer, Erwin Potter. I urge you to contact Mr. Potter as my principal reference. If you have any questions or need further information please feel free to contact me. I look forward to hearing from you. Thank you for your time and consideration.

Respectfully,



Elizabeth A. Merrihew

EAM/slb

12

Environmental Impact Commission

CURRENT MEMBER	AFFL.	TERM EXP.	PROPOSED MEMBER	AFFL.	TERM EXP.
Alt. Vacancy		12/1/89			
Alt Vacancy		12/1/87	Elizabeth A. Merrihew 36 East Pembroke Rd.	R	12/1/90
Christine Appel Tarrywile Lake Drive	D	12/1/90			
Alt. Douglas Breakstone 5 Danfred Street	U	12/1/91			
Mark Massoud 9 Crestdale Drive	D	12/1/89			
Michael Zotos 49 Garfield Avenue	D	12/1/90			
R.F. Michael Van Tassel 7 Virginia Avenue	R	12/1/91			
Robert Sweeney 180 Great Plain Road	D	12/1/90			
Seymour Leopold 16 Dogwood Drive	D	12/1/91'			
Susan Landon Cowperthwaite Street	R	12/1/89			

Note: AFFL. - R—Republican; D—Democrat; U—Unaffiliated
 Note: * After individual's name, indicates "Chairman"



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

JOSEPH H. SAUER, JR.
MAYOR

(203) 797-4511

August 1, 1989

Honorable Members of the Common Council
City of Danbury
Connecticut

Dear Council Members:

I wish to reappoint the following people to the Housatonic Valley
Tourism Commission for terms to expire 6/30/92:

Mary Ann Frede, Made in Connecticut store, and
Patricia Frisaro, Danbury Fair Mall.

I wish to appoint Murray L. Dow II, Danbury Hilton Inn, to the
Commission for a term to expire 6/30/91.

Sincerely yours,

Joseph H. Sauer, Jr.
Mayor

JHS:D

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6/1

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ometime soon.
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received
7/24

Patricia Frisaro
60 Garfield Avenue
Danbury, Connecticut 06810

Mayor Joseph H. Sauer
CITY OF DANBURY
155 Deer Hill Avenue
Danbury, Connecticut 06810

Dear Mayor Sauer,

It is my desire to serve another term as a Commissioner to the Housatonic Valley Tourism Commission. My enthusiasm for our Housatonic Valley grows with each passing year and it gives me pleasure to promote our area to others. Thank you.

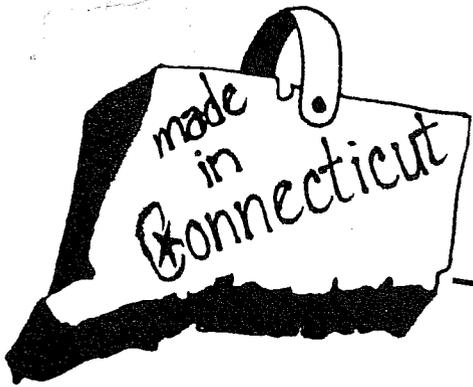
Sincerely,



Patricia Frisaro

PF:dem

RECEIVED
6/5/89



1 Liberty Street • Danbury, CT 06810 • (203) 790-69

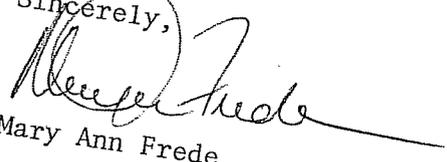
June 1, 1989

The Hon. Joseph Sauer, Mayor
City of Danbury
155 Deer Hill Avenue
Danbury, Ct. 06810

Dear Mayor Sauer:

I am requesting reappointment to my seat on the Housatonic Valley Tourism Commission. Attached is a copy of my community involvement resume. Thank you.

Sincerely,


Mary Ann Frede

Housatonic Valley Tourism Commission

<u>CURRENT MEMBER</u>	<u>AFFL.</u>	<u>TERM EXP.</u>	<u>PROPOSED MEMBER</u>	<u>AFFL.</u>	<u>TERM EXP.</u>
Clarice Osiecki Danbury Chamber of Commerce		6/30/91			
Earl Peterson Holiday Inn (Left area)		6/30/91	Murray L. Dow II Danbury Hilton Inn		6/30/91
Hank Zaccara Chuck's Steak House		6/30/90			
Hans Demuth Bridgeport Hilton		6/30/91			
Lucy Boland Scott-Fanton Museum		6/30/90			
Mary Ann Frede Made in Connecticut		6/30/89	Mary Ann Frede Made in Connecticut		6/30/92
Mildred Siegel Cultural Commission		6/30/91			
Patricia Frisaro Danbury Fair Mall		6/30/89	Patricia Frisaro Danbury Fair Mall		6/30/92
Paul Schierloh		6/30/90			
Peter Heyel CTX Bus Charter		6/30/90			
Ric Jowdy Tuxedo Junction		6/30/90			
Richard Branigan Richter Park		6/30/91			



Note: AFFL. - R - Republican; D - Democrat; U - Unaffiliated
Note: * After individual's name, indicates "Chairman"

Housing Authority of the City of Danbury

P.O. BOX 86
2 MILL RIDGE ROAD
DANBURY, CONNECTICUT 06811
TEL: AREA CODE 203
744-2500

ROBERT J. DORAN, CHAIRMAN
SAMUEL DEIBLER, VICE CHAIRMAN
ROBERT KOVACS, TREASURER
SHERRY YOUNG
RICHARD J. KILCULLEN

BERNARD FITZPATRICK, EXECUTIVE DIRECTOR

Received
7/18

July 11, 1989

City Hall
Deer Hill Ave.
Danbury, CT 06810

Attn: Mayor Sauer and Members of the
Housing Partnership Committee

Gentlemen:

The Housing Authority of the City of Danbury needs funds to initiate a program for first time home-buyers to purchase condominiums in the City of Danbury. We need some funds for start-up administrative costs.

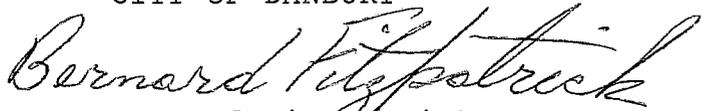
We are hoping to receive administrative costs through the State Department of Housing, but until this money comes through we are in need of funds to kick-off this exciting program.

We estimate our needs to be approximately \$20,000.

Thank you for your continued support for housing options in the City of Danbury.

Sincerely,

HOUSING AUTHORITY OF THE
CITY OF DANBURY



Bernard Fitzpatrick
Executive Director

BF:yc



CACD

The Community Action Committee of Danbury, Inc.
66 North Street Danbury, Connecticut 06810 (203) 744-4700

received
7/25

15

July 19, 1989

The Honorable Joseph Sauer
Mayor of the City of Danbury
City Hall
155 Deer Hill Avenue
Danbury, CT 06810

Dear Mayor Sauer:

The City of Danbury has appropriated \$225,200 in the 89/90 fiscal year to support CACD community programs. In the past, the city has advanced this agency (on a quarterly basis) funds to assist us in meeting our contractual obligations. The purpose of this correspondence is to formally request the advancement of \$56,300 for the July 1, 1989 thru September 30, 1989 quarter.

If there are any concerns regarding this request, please do not hesitate to call.

Sincerely,



Elsie Nicholson
Executive Director

EN/cs



CITY OF DANBURY
DANBURY, CONNECTICUT 06810

FIRE DEPARTMENT
19 NEW STREET

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

July 25, 1989

To: Members of Common Council
From: Antonio L. Lagarto, Chief Fire Executive
Subject: Roof Replacement at Headquarters

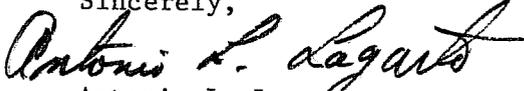
I am once again asking that the roof at Fire Headquarters be replaced with a new roof. We asked to have the roof replaced in the 88/89 Fiscal Year and we were told that we would obtain funding in the 89/90 Budget Year. I submitted a request in the Capital Budget for the new roof, but the funds were not approved.

This roof is now 19 years old and we are now experiencing some severe leaking in different areas. We have had some repairs done, but the only solution is to replace the roof. The roof is showing severe bubbling and cracking and every bubble which leaks creates another location for leaks.

This roof must be taken care of as soon as possible or we will experience further damage that should not occur.

The estimated cost is approximately \$45,000.00, based on figures obtained through Richard Palanzo, Superintendent, Public Buildings.

Thank you for your prompt action regarding this important matter.

Sincerely,

Antonio L. Lagarto
Chief Fire Executive

ALL:mw
3-ccroof

c:Mayor Sauer



RECEIVED

14

JUN 29 1989

CITY OF DANBURY
DANBURY, CONNECTICUT 06810

OFFICE OF CITY CLERK

3:15 P.M.

FIRE DEPARTMENT
19 NEW STREET

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

June 29, 1989

To: Mayor Joseph H. Sauer, Jr.
From: Deputy Chief John Murphy
Subject: Roof at Fire Headquarters

Dear Mayor Sauer:

Over the past two years, on several occasions, we have had to make emergency repairs to the roof at Fire Headquarters at 19 New Street. We have had this item in the budget requests and have had it cut out.

A year ago, we had meetings with the Common Council to have these roof repairs made along with roof repairs to Volunteer Companies #3, Padanaram Hose on North Street, and Wooster Hose Company #5 on Coalpit Hill Road.

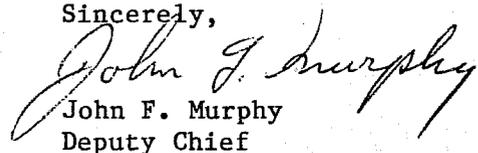
Volunteer Companies #3 and #5 repairs were made and the Council Committee said that our repairs would be granted this year. However, this did not happen because of the budget.

We respectfully request that funding for this item be placed on the agenda for the July Common Council meeting.

Richard Palanzo, Public Buildings Director, is obtaining a price estimate and we hope to have that before the July meeting.

Thank you for your help in this important matter.

Sincerely,


John F. Murphy
Deputy Chief

JJM:mw
c:Common Council
Dom Setaro



CITY OF DANBURY

DANBURY, CONNECTICUT 06810

(203) 797-4625

HEALTH AND HOUSING DEPARTMENT
20 WEST STREET

July 10, 1989

Joseph H. Sauer, Jr., Mayor
155 Deer Hill Avenue
Danbury, Connecticut 06810

Dear Mayor Sauer:

Unexpended Per Capita Grant funds from the Connecticut State Department of Health Services in the amount of four thousand, eight hundred and seventy nine dollars (\$4,879) remain from grants awarded to the Danbury Health and Housing Department in fiscal years 1986/1987 and 1987/1988. Michael Rossetti, Chief of Local Health Administration has informed me that any funds not expended in these prior grant years must be included in the budget of our 1989/1990 grant request. These carry forward funds would have to be expended in addition to the approximately thirty five thousand dollars the department will receive in 1989/1990.

As a result of this requirement, I am requesting that an appropriation of four thousand, eight hundred and seventy nine dollars be made from the City's contingency fund to the Health and Housing Department's Per capita Grant account. Please be aware that Section 19a 202, General Statutes of Connecticut, mandates the roll forward of these unexpended grant monies.

Thank you for your attention in this important matter. I would be pleased to respond to any questions that you or members of the Common Council may have in this regard.

Sincerely,


William J. Campbell, M.P.H.

ts

cc: Diana Burgos
Dom Setaro



CITY OF DANBURY
DANBURY, CONNECTICUT 06810

17

HEALTH AND HOUSING DEPARTMENT
20 WEST STREET

(203) 797-4625

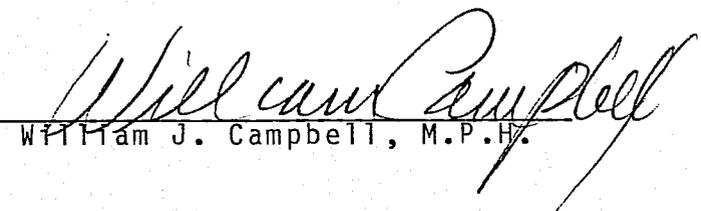
July 12, 1989

TO: Joseph H. Sauer, Jr., Mayor
FROM: William J. Campbell, Director of Health
RE: Correction of Dates Concerning Per Capita Grant Letter of
July 5, 1989

Enclosed is a revised version of my letter of July 5, 1989.
Please note that grant years referenced as 1976-1977 and 1977-
1978 have been corrected to read 1986-1987 and 1987-1988.

Please replace the earlier letter with the present version.

Thank you.


William J. Campbell, M.P.H.

ts

Enclosure



18

CITY OF DANBURY
DANBURY, CONNECTICUT 06810

TARRYWILE PARK
AUTHORITY

July 19, 1989

James Nimmons, President
Danbury Common Council
155 Deer Hill Avenue
Danbury, CT 06810

Dear Councilman Nimmons:

The Tarrywile Park Authority hereby requests the Common Council to transfer two line items from the budget of the Department of Public Buildings to the budget of the Tarrywile Park Authority. This money is scheduled to be used for the following:

Local Capital Improvement Fund
Tarrywile Park - Water \$135,000

Local Capital Improvement Fund
Tarrywile Park - Fire Rated Ceiling \$ 25,500

Pursuant to the terms of the enabling ordinance, the Authority has responsibility for administering this property.

Richard M. Palanzo, Superintendent of the Department of Public Buildings, is in agreement with this transfer and will be available to the Authority as a consultant on these projects.

The Authority would appreciate the Common Council's consideration of this request at its earliest convenience.

Thank you.

Sincerely,

Paulette L. Pepin
Paulette L. Pepin, Ph.D.
Chairperson
Tarrywile Park Authority

PLP:mlo

cc: The Honorable Joseph H. Sauer
Richard M. Palanzo

To whom it may concern,

On April 14 my 1979 Ford Fairmont, vehicle ID number 9X92F130776 was towed by Johns Auto, on authority of the Danbury Police Department, from Fairview Drive in Danbury CT.

Beginning on April fifteenth, attempts to locate the car were made. However, neither the clerks at Johns auto nor the desk sergeants of the Danbury police knew where the car was being held.

After a four or five days of trying, we were told that we would have to wait to talk to officer Dodge, who would not be in for several days.

Therefore, the car lay unclaimed for an extended period of time, resulting in the disposal of the car.

The automobile would have been recovered by myself within the next day, if it had not been for the negligence of the Danbury Police Department and Johns Auto.

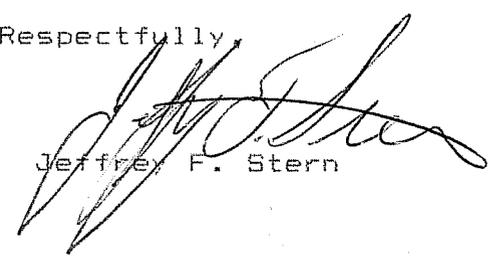
Consequently, I am expecting reparations in the amount of thirteen hundred dollars. The car has a book value of eleven hundred dollars and there was a Concord stereo system that was worth two hundred dollars.

If I do not receive a cashiers check for thirteen hundred dollars within two weeks, I am going to be forced to file suit in small claims court. Please send the check, and/or any correspondence to:

Jeff Stern
12 Indiana Circle
Oakdale, CT
06370

This is an unfortunate situation, but one that can be resolved expediently. Please respond posthaste, thank you very much,

Respectfully,



Jeffrey F. Stern



CITY OF DANBURY
DANBURY, CONNECTICUT 06810

TARRYWILE PARK
AUTHORITY

July 19, 1989

James Nimmons, President
Danbury Common Council
155 Deer Hill Avenue
Danbury, CT 06810

Dear Councilman Nimmons:

The Tarrywile Park Authority hereby requests the Common Council to assign to the Authority the future rental payments from the Carriage House, 21 Brushy Hill Road, and the Montessori School, 5 Mountainville Road. Both of these properties are located in Tarrywile Park which is administered by the Authority. Copies of these leases are attached for your information.

These monies are to be used for the benefit of Tarrywile Park, and it would expedite the process if payments could be made directly to the Authority.

In support of this request, I refer you to the attached letter from Dominic A. Setaro, Jr., Acting Director of Finance/Comptroller, indicating that it would be easier for his office not to be required to collect and disburse these funds. Please also refer to the opinion of Assistant Corporation Counsel, Eric L. Gottschalk, indicating that it is "...possible for the Common Council to formally assign the future rental payments to the Authority so that [the City] would not thereafter have to do double the accounting work..."

The Authority would appreciate the Common Council's consideration of this request at its earliest convenience.

Thank you.

Sincerely,

Paulette L. Pepin, Ph.D.
Chairperson
Tarrywile Park Authority

PLP:mlo

cc: The Honorable Joseph H. Sauer
Dominic A. Setaro, Jr. (w/o attach)
Eric L. Gottschalk (w/o attach)

Attachments



CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

**DEPARTMENT
OF FINANCE**

July 7, 1989

Paulette L. Pepin, Ph.D.
Chairperson
Tarrywile Park Authority
57 Linron Drive
Danbury, Connecticut 06810

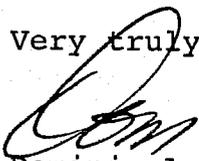
Dear Paulette:

In reference to your letter dated June 23, 1989, I have requested an opinion from Assistant Corporation Counsel Eric Gottschalk of which I have attached a copy which indicates that we can pass on to you rental monies that we collect for various properties. We will sometime in July be sending you rental monies that we collect. I will need the name and address where you would like those monies sent.

I also call to your attention Eric Gottschalk's comment in reference to the possibility of the Common Council formally assigning future rental payments to the Authority. I would urge that you do request of the Common Council that this take place. Number one, it would make it easier for this office in reference to collecting those rents, and two, and most important, it's my understanding that the Authority would like to have control over those rents and leases.

If I can be of any further assistance, feel free to give me a call.

Very truly yours,


Dominic A. Setaro, Jr.
Acting Director of Finance/Comptroller

DAS:af
Enclosure

c: Eric Gottschalk
Kimberly Redenz



20

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

ROBERT T. RESHA
CORPORATION COUNSEL

ERIC L. GOTTSCHALK
LASZLO L. PINTER
JOHN JOWDY
GEORGE S. SAKELLARES
ASSISTANT CORPORATION
COUNSEL

PLEASE REPLY TO:

DANBURY, CT 06810

June 30, 1989

To: Dominic A. Setaro, Jr., Director of Finance
From: Eric L. Gottschalk, Assistant Corporation Counsel
Re: Tarrywile Park Rents - Yours of June 28, 1989

Thank you for your memo. I have reviewed the ordinance that established the Authority. You have asked whether or not the ordinance permits you to credit Authority accounts with the revenues derived from park property leases without the need to seek specific Common Council approval.

Subsection 13A-50(b)(5) provides that the Authority has the power to, "...charge and collect fees, rents and other charges for the use of any project or facilities thereof...." As I indicated to you as well as Authority members, I believe that at this point, since the City is the lessor on these leases, we should continue to collect the rental payments and simply credit the Authority accounts. I think that the ordinance language that I've quoted allows for that. It is also possible for the Common Council to formally assign the future rental payments to the Authority so that we would not thereafter have to do double the accounting work; if you think that advantageous. You might want to mull over the pros and cons of the latter possibility. Perhaps its also worth discussing the parallel between the Tarrywile and Richter Authorities and the ordinances that established them.


Eric L. Gottschalk

ELG:r

RECEIVED
FINANCE DEPT.
JUL 5 1989

TUTTLE LANK REGISTERED U. S. PAT. OFFICE
TUTTLE LAW FIRM, PUBLISHED IN DANBURY, CT WITH

This Indenture,

Made by and between the CITY OF DANBURY, a municipal corporation located in Fairfield County and organized and existing by virtue of the laws of the State of Connecticut, acting hereby by Joseph H. Sauer, Jr., its Mayor, hereunto duly authorized, hereinafter designated as the

Lessor, and ROBERT RYERSON and KARLA RYERSON of 21 Brushy Hill Road, Danbury Connecticut hereinafter referred to as the

Lessee S, WITNESSETH: That the Lessor has leased, and does hereby lease to the said Lessees

A certain single-family dwelling, the Carriage House, so-called, at Tarrywile Park in Danbury, Connecticut and more specifically shown on the sketch attached hereto as Exhibit A; and designated thereon as "Carage and Apartment."

The leasehold interest established hereby shall exist for one (1) year commencing on the first day of May, 1988 with an option to renew said lease for an additional one (1) year period. In the event of termination of LESSEE'S employment, such termination shall operate as thirty (30) days notice to LESSEE of termination of this agreement.

The rent pursuant to this agreement shall be Six Hundred and Seventy-Five (\$675.00) Dollars per month for the term of this lease, payable on or before the first day of each month thereof, and increased annually on the first of each May by the percentage increase in LESSEE'S salary divided by two (2) which increase shall have occurred during each annual period.

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XXXXXXXXXX

And the said Lessor covenant with the said Lessees that it has good right to lease said premises in manner aforesaid, and that it will suffer and permit said Lessee s (they keeping all the covenants on their part, as hereinafter contained) to occupy, possess and enjoy said premises during the term aforesaid, without hindrance or molestation from LESSOR.

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

unpaid ten (10) days after the same shall become payable as aforesaid, or if the said Lessee shall assign this Lease, or underlet or otherwise dispose of the whole or any part of said demised premises, or use the same for any purpose but that hereinbefore authorized or make any alteration therein without the consent of the Lessor in writing, or shall commit waste or suffer the same to be committed on said premises, or injure or misuse the same, then this Lease shall thereupon, by virtue of this express stipulation therein expire and terminate, and the Lessor may, at any time thereafter, re-enter said premises, and the same have and possess as of its former estate, and without such re-entry, may recover possession thereof in the manner prescribed by the statute relating to summary process; it being understood that no demand for rent, and no re-entry for condition broken, as at common law, shall be necessary to enable the Lessor to recover such possession pursuant to said statute relating to summary process, but that all right to any such demand, or any such re-entry is hereby expressly waived by the said Lessees.

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

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

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

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

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

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

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

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

AND THE LESSEES FURTHER AGREE AS FOLLOWS:

1. LESSEES shall pay a security deposit in the amount of one (1) month's rent which shall be deposited with LESSOR as security of LESSEES' faithful performance of their obligations hereunder.
2. In addition to the rent agreed upon in this Lease, LESSEES agree to do the following as part of the consideration of this Lease:
TO undertake:
 - (a) Surveillance of the property including the greenhouse area, mansion, orchards and gatehouse. Such surveillance shall be done twice each day.
 - (b) Inspect the mansion, greenhouse and gatehouse daily before retiring for the evening.
 - (c) Be the contact person for groups using the facility.
 - (d) Make necessary calls for emergencies, i.e. police, fire.

(e) Notify the Mayor of the City of Danbury if LESSEES are to take an extended absence.

3. LESSEES agree to maintain during the course of this lease an insurance policy for tenant's liability in the minimum amount of \$300,000 per occurrence. Said policy shall name the City of Danbury as additional insured, shall specify a thirty day cancellation period and shall be submitted to LESSOR for its approval prior to the execution of this agreement.

In Witness Whereof, the parties hereto have hereunto set their hands and seals, and to a duplicate of the same tenor and date, this 19th day of July, A. D. 19 88.

Signed, Sealed and Delivered in presence of

[Signature]
Eric L. Gottschalk

CITY OF DANBURY, LESSOR

[Signature]
Christine M. Roche

By: [Signature]
Joseph H. Sauer, Jr., its Mayor

[Signature]

By: [Signature]
Robert G. Ryerson, Tenant

[Signature]

By: [Signature]
Karla Ryerson, Tenant

State of Connecticut, }
County of Fairfield } SS. Danbury

On this the 19th day of July, 1988, before me, Janetta L. Scrima, the undersigned officer, personally appeared Robert G. Ryerson and Karla Ryerson known to me (or satisfactorily proven) to be the persons whose names subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained. In Witness Whereof, I hereunto set my hand and official seal.

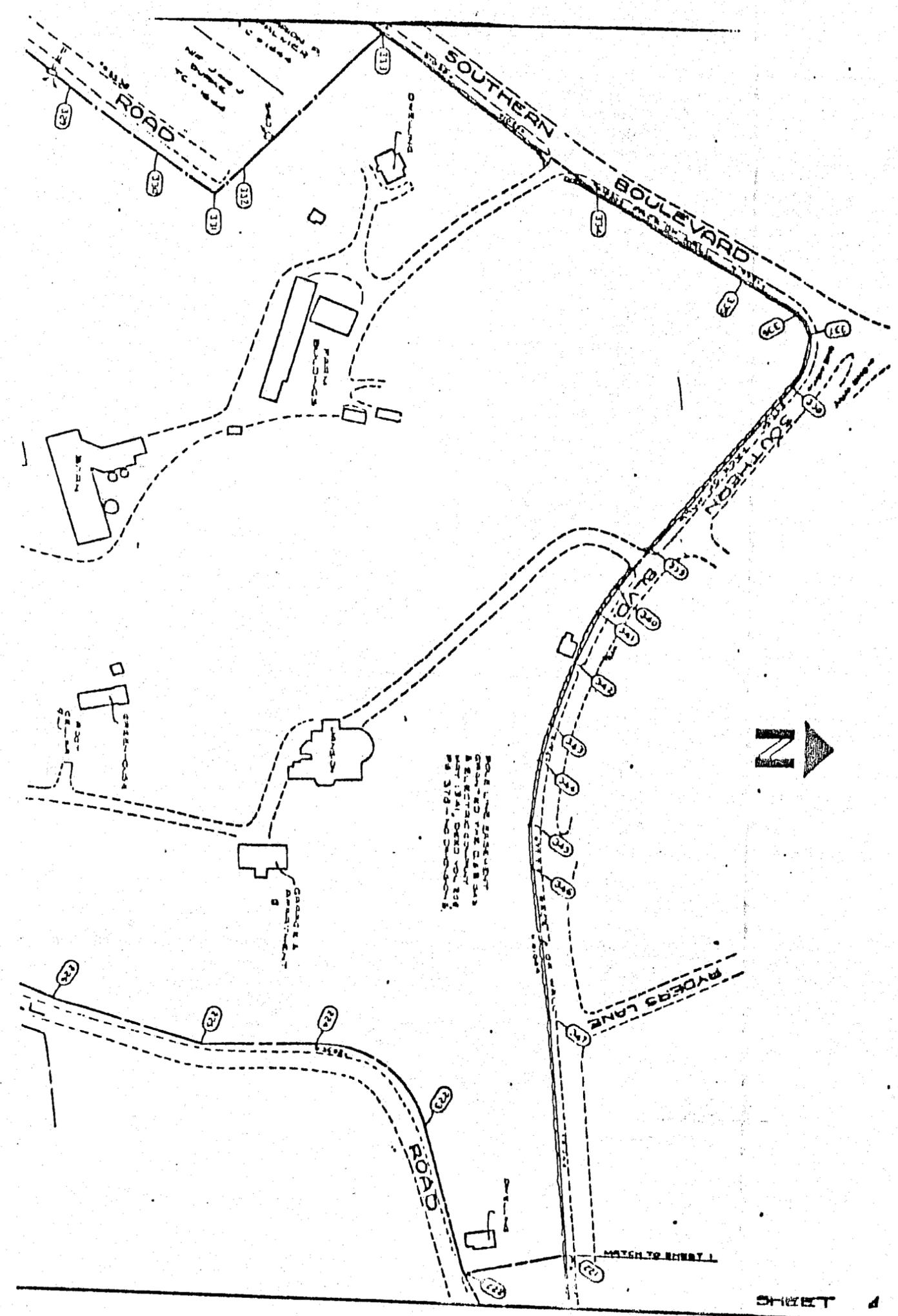
[Signature]
Title of Officer

State of Connecticut, }
County of FAIRFIELD } SS. Danbury

On this the 19th day of July, 1988, before me, Eric L. Gottschalk, the undersigned officer, personally appeared Joseph H. Sauer, Jr. who acknowledged himself to be the Mayor of the City of Danbury, a corporation, and that he as such Mayor being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Mayor. In Witness Whereof, I hereunto set my hand and official seal.

[Signature]
Eric L. Gottschalk
Commissioner of Superior Court
Title of Officer

EXHIBIT A



SHEET 1

This Indenture,

Made by and between the City of Danbury, a municipality organized and existing under the laws of the State of Connecticut, acting herein by Joseph H. Sauer, Jr., its Mayor.

Lessor, and Elizabeth Jowdy* d/b/a Anderson Montessori School on 5 Mountainville Road, Danbury, Connecticut,
*a/k/a Mary Beth Jowdy

Lessee, WITNESSETH: That the Lessor has leased, and does hereby lease to the said Lessee real property described in Appendix A attached hereto for the term of five (5) years from the first day of May, A.D., 1988, for the rent of Twenty-One Thousand (\$21,000.00) and 00/100 Dollars, payable in equal monthly payments of Three Hundred, Fifty (\$350.00) and 00/100 Dollars, each, to wit: on or before the first day of each month.

The basic monthly rent (as calculated on an annual basis), shall be adjusted upward in the same ratio as the Index Number for which computations have been made for May 1st of each year of this five year term in the United States Consumer Price Index, CPI All Urban Consumers (CPI-U) N.Y., N.J., Northeastern N.J., All Items (1967=100), ("Index") published by the Bureau of Labor Statistics of the United States Department of Labor, is greater than the Index Number ascertained as above for the month of May, 1988. In the event that such Consumers Price Index ceases to use the 1967 average of 100 as the basis of calculation, or if a substantial change is made in the terms or number of items contained in such consumers Price Index, then such Consumers Price Index shall be adjusted to the figure that would have been arrived at had the change in the manner of computing such Consumers Price Index in effect at the time of the inception of this lease not been made.

~~for the term of~~
~~the term of~~
~~the term of~~
~~the term of~~

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

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

20

Provided, however, and it is further agreed that if the said rent shall remain unpaid ten (10) days after the same shall become payable as aforesaid, or if the said Lessee shall assign this Lease, or underlet or otherwise dispose of the whole or any part of said demised premises, or use the same for any purpose but that hereinbefore authorized or make any alteration therein without the consent of the Lessor in writing, or shall commit waste or suffer the same to be committed on said premises, or injure or misuse the same, then this Lease shall thereupon, by virtue of this express stipulation therein expire and terminate, and the Lessor may, at any time thereafter, re-enter said premises, and the same have and possess as of its former estate, and without such re-entry, may recover possession thereof in the manner prescribed by the statute relating to summary process; it being understood that no demand for rent, and no re-entry for condition broken, as at common law, shall be necessary to enable the Lessor to recover such possession pursuant to said statute relating to summary process, but that all right to any such demand, or any such re-entry is hereby expressly waived by the said Lessee

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

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

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

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

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

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

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

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

AND THE LESSEE FURTHER AGREES AS FOLLOWS:

1. LESSEE agrees to pay all utilities used on the premises.
2. LESSEE agrees to maintain the premises, and perform general repairs and maintenance at its sole expense. Structural repairs shall be performed by the LESSEE based upon the parties' mutual agreement as to scope.
3. LESSEE agrees to maintain during the course of the Lease Agreement an insurance policy insuring the premises, operations and tenant liability including property damage and personal or bodily injury liability as well as molestation. Said policy shall be in the minimum amount of \$500,000 per occurrence; tenant liability insurance to be in an amount not lower than \$300,000. All insurance certificates shall name the City of Danbury as additional insured, shall specify a thirty day cancellation period and shall be submitted to LESSOR for approval prior to the execution of this agreement

4. LESSEE agrees to take the leased premises in an "AS IS" condition as of the execution of this Agreement. In addition, LESSEE agrees to maintain the leased premises in conformance with the Building Code of the State of Connecticut as amended. LESSOR will advise LESSEE of any lack of compliance therewith.

In Witness Whereof, the parties hereto have hereunto set their hands and seals, and to a duplicate of the same tenor and date, this 22nd day of July A. D. 19 88.

Signed, Sealed and Delivered in presence of

Kenneth Tripp
Eric L. Gottschalk

THE CITY OF DANBURY (LESSOR)
By: Joseph H. Sauer, Jr.
Joseph H. Sauer, Jr., its Mayor

Dorothy R. Gordon
June B. Chickering

Mary Beth Jowdy
* ELIZABETH JOWDY D/B/A
ANDERSON MONTESSORI SCHOOL
* a/k/a Mary Beth Jowdy

State of Connecticut, }
County of FAIRFIELD } SS. Danbury

On this the 19th day of July, 19 88, before me, the undersigned officer, personally appeared Elizabeth Jowdy d/b/a Anderson Montessori School known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained. In Witness Whereof, I hereunto set my hand and official seal.

JUNE B. CHICKERING
NOTARY PUBLIC
State of Connecticut, Fairfield County
My Commission Expires March 31, 1992

June B. Chickering
June B. Chickering
Notary Public
Title of Officer

State of Connecticut, }
County of FAIRFIELD } SS. Danbury

On this the 22nd day of July, 19 88, before me, the undersigned officer, personally appeared Eric L. Gottschalk Joseph H. Sauer, Jr. of the City of Danbury, a corporation, and that he as such Mayor being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Mayor. In Witness Whereof, I hereunto set my hand and official seal.

Eric L. Gottschalk
Eric L. Gottschalk
Commissioner of Superior Court
Title of Officer

APPENDIX A

Commencing on a point on the westerly line of Mountainville Road, said point being the northeasterly corner of the land herein described, thence along westerly line of Mountainville Road S. 00 12° 29" E. a distance of 66.13 feet to a point, thence continuing along westerly line of Mountainville Road S. 02 21° 36" W. a distance of 98.83 feet to a point, thence turning westerly along the dividing line of land now or formerly Michael A. Kallas, et ux and the land herein described, S. 58 50° 45" W. a distance of 70.01 feet to a point, thence S. 64 02° 19" W. a distance of 50.51 feet to a point, thence S. 86 14° 13" W. a distance of 15.69 feet to a point, thence E. 70 32° 29" W. a distance of 51.51 feet to a point, thence turning northwesterly N. 23 27° 43" W. a distance of 147.16 feet to a point, which point being the southwesterly corner of land of now or formerly Michael J. Dratch, et ux, thence turning northeasterly along the northerly boundary of land herein described N. 65 27° 43" E. a distance of 60.00 feet to a point, thence N. 65 41° 03" E. a distance of 195.34 feet to the point or place of beginning.

BOUNDED:

- Northerly: By lands now or formerly of Roger Metivier, et ux; Edward J. Sossel, et ux; Edward T. Connors, et al; Michael J. Dratch, et ux; and Marguerite Mitchell, each in part.
- Easterly: By Mountainville Road.
- Southerly: By land, now or formerly, of Michael A. Kallas, et ux and Alan Van Valkenburg; each in part.
- Westerly: By other land of the City of Danbury.

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

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

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

Revised April 28, 1987



CITY OF DANBURY
DANBURY, CONNECTICUT 06810



DEPARTMENT OF POLICE
120 MAIN STREET

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

July 12, 1989

MEMO

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

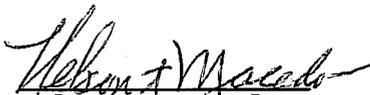
From: Chief Nelson F. Macedo

Subject: Lease - Boughton Street Property

I am requesting renewal of the lease between A.M.D. Realty Corporation and the City of Danbury for the property on Boughton Street adjacent to Police Headquarters. The property is used as additional parking for department personnel.

All terms of the lease remain unchanged. The lease will be effective from July 1, 1989 to expire on June 30, 1990.

Thank you for your anticipated assistance in this matter.


Nelson F. Macedo
Chief of Police

NFM:ks

c: Eric Gottschalk, Esq.

THIS LEASE, dated this _____ of July, 1989, by and between AMD REALTY CORPORATION, a Connecticut corporation having an office at 136 Main Street, Danbury, Connecticut, hereinafter called "LESSOR", and the CITY OF DANBURY, a municipal corporation organized and existing under the laws of the State of Connecticut, acting herein by Joseph Sauer, Jr., its Mayor, hereunto duly authorized, hereinafter called "LESSEE";

W I T N E S S E T H:

WHEREAS, the Lessor is the owner of certain premises located in the City of Danbury, County of Fairfield and State of Connecticut, and is desirous of renting a portion thereof; and

WHEREAS, the Lessee is desirous of hiring said premises upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in return for a good and valuable consideration to each party in hand paid by the other, receipt of which is hereby acknowledged, and in further consideration of the mutual covenants herein contained, the parties agree as follows:

1. DEMISED PREMISES.

In consideration of the rents and covenants herein reserved and contained on the part of the Lessee to be paid, performed and observed, the Lessor does hereby demise and lease unto the Lessee, all those certain premises known as 13 Boughton Street, Danbury, Connecticut, more particularly described on Schedule A attached hereto and made a part hereof.

2. TERM.

The aforesaid premises are demised for a term of one (1) year, commencing July 1, 1989, and terminating June 30, 1990.

The Lessee shall pay the sum of Ten Thousand Eight Hundred Dollars (\$10,800.00) as and for rent of the premises in twelve (12) equal monthly installments of Nine Hundred Dollars (\$900.00) each, commencing July 1, 1989, and continuing on the first day of each succeeding month through and including June 1, 1990.

All payments to the Lessor shall be made by check or draft, payable to the order of the Lessor, or the Lessor's designated payee, and shall be mailed and delivered to such payee at its office at the above address, or at such other address as the Lessor hereunder may direct by written notice delivered to the Lessee.

3. USE.

The Lessee shall maintain said premises and the premises shall be used and occupied for the following purpose only and for no other purpose: parking for City-owned vehicles and vehicles owned by persons employed by the City of Danbury or persons on official business at ~~the Danbury Police Department~~. The sole access to the premises shall be from Boughton Street. Lessee further agrees during the term hereof to conform to and abide by all federal, state and local rules, regulations and restrictions controlling or governing the Lessee's use of the premises as set forth above and Lessee shall save Lessor harmless from any and all liability which may result from any violation thereof.

The Lessee covenants and agrees that it, its employees, agents, or representatives shall not use the areas behind other property of the Lessor, namely the Henry Dick & Son store, as a

method of ingress or egress to and from the demised premises to Bank Street. The Lessor reserves the right to construct a fence along the northerly boundary line of the demised premises.

4. WAIVER OF DAMAGE.

The Lessor shall not be liable for any damage or injury to any property or person at any time on said premises, nor for any damage or injury which may be sustained as a result of carelessness, negligence or improper conduct on the part of the Lessee, its agents, servants or employees.

5. LESSOR'S RIGHT OF ENTRY.

The Lessor, its agents and representatives, at all reasonable times may enter said premises for the purpose of (1) inspection thereof; and (2) exhibiting said premises to prospective tenants, purchasers or other persons within the last ninety (90) day period of the term of this lease.

6. REPAIRS - MAINTENANCE.

The Lessor, at its sole cost and expense, shall maintain and keep the sidewalk and entrances abutting the premises free and clear of ice, snow, dirt and debris. In the event the Lessee causes all or a portion of the existing fence between the demised premises and other premises of the Lessee to be removed, said fence shall be repaired or replaced by the Lessee at its own expense upon the termination or expiration of this lease. In the event the Lessee causes a fence to be constructed on the premises where a fence does not now exist, at the termination of this lease, upon request of the Lessor, said fence shall be removed by the Lessee at its own expense and shall restore the area as nearly as possible to its present condition.

7. INSURANCE.

The Lessee further agrees that it will indemnify and save harmless the Lessor from any loss, liability or damage sustained by anyone in connection with the demised premises or appurtenances or approaches thereof, including the sidewalks adjoining the same or the use of same, or any of them, and will, in addition thereto, procure and pay for, during the term of this lease, public liability policies in standard liability or indemnity companies acceptable to the Lessor, payable in case of loss to the Lessor and insuring the Lessor against all loss or damage to persons or property arising out of said demised premises or appurtenances or approaches thereto, including sidewalks, or the use of the same, or any of them, which policies or certificates thereof, together with evidence of payment of premiums shall be placed in possession of the Lessor throughout the term. Said policies shall be payable in an amount not less than \$500,000.00 for each loss or damage sustained by any one person, and not less than \$1,000,000.00 for all losses or damages sustained in connection with each act, accident or occurrence, and \$500,000.00 for all losses or damages to property.

8. ADDITIONAL RENT - TAXES.

In addition to the rents hereinbefore reserved, the Lessee agrees to pay to the Lessor throughout the term of this lease, and any renewal or extension thereof, such sum or sums as shall become due and payable by the Lessor to the City of Danbury for taxes upon the demised premises and for taxes and use charges for municipal services (sewer and water), if any. Said sum shall

be due and payable commencing on the first day of July, 1989, and upon the first day of each succeeding quarterly month thereafter for the balance of said term. Said sum for use charges shall be due and payable when and if billed to Lessor and presented by Lessor to Lessee.

9. SIGNS.

Lessee shall not permit, allow or cause to be erected, installed, maintained, painted or displayed on, in or at said premises, or any part thereof, any signs, lettering, placards, announcements or decoration of any kind whatsoever, without the prior written approval of the Lessor, which approval will not be unreasonably withheld. In all respects, the Lessee shall comply with any and all applicable rules and regulations concerning the erection and maintenance of signs within the City of Danbury, and shall pay all costs connected with the obtaining of any such necessary permits.

10. ACCEPTANCE OF PREMISES.

The Lessee shall examine the said premises before taking possession, and the Lessee's entry into possession shall constitute conclusive evidence that as of the date thereof said premises were in good order and satisfactory condition.

11. MAINTENANCE OF PREMISES AND ABUTTING AREAS.

Lessee shall not permit, allow or cause any act or deed to be performed or any practice to be adopted or followed in or about said premises which shall cause or be likely to cause injury or damage to any person or to said premises or to the sidewalks and pavements adjoining said premises. Lessee at all

times shall keep said demised premises and its appurtenances in a neat and orderly condition, clean and free from rubbish, dirt and other miscellaneous items.

12. NUISANCES.

The Lessee shall not permit, allow or cause any noxious, disturbing or offensive odors, fumes, gas, noise, or any smoke, dust, steam or vapors, or allow sound or vibration to originate in or to be emitted from said premises.

13. HOUSEKEEPING.

Lessee agrees to permit no waste of the property, but on the contrary, to take good care of same and upon termination of this lease to surrender possession of same without notice in as good condition as at the commencement of the term, or as they may be put in during the term, as reasonable use thereof will permit.

14. LESSOR'S COVENANT.

Lessor covenants and warrants that it has full right and authority to execute and perform this lease and to grant the estate demised herein and covenants that the Lessee, on performance of its obligations hereunder, shall peaceably and quietly hold and enjoy the premises through the term of any holdover.

15. EMINENT DOMAIN.

The parties hereto agree that should the demised premises, or any substantial part thereof, be taken or condemned by a competent authority for public or quasi-public use, then, and in such event, this lease shall cease and terminate and come to an end as of the time of such actual taking, and the rent and

all additional rent, shall be paid on a pro rata basis up to such time of actual taking, and then and thenceforth all obligations of the parties hereunder, the one to the other, shall cease and terminate. It is expressly agreed that the Lessee shall not be entitled to any part of any award by way of condemnation, appeal therefrom or settlement which may be obtained by the Lessor as a result of such taking, nor shall the Lessee have any right to appear as a party in any condemnation proceeding or appeal therefrom.

16. CONDUCT OF LESSEE.

Lessee, at all times, shall fully and promptly comply with all laws, ordinances, orders and regulations of any lawful authority having jurisdiction of said premises, including, but not limited to, such as shall relate to the cleanliness, safety, occupation and use of the premises.

17. ASSIGNMENT AND SUBLETTING.

Lessee shall not assign or, in any manner, transfer this lease or any estate, interest or benefit therein, or sublet said premises, or any part or parts thereof, or permit the use of the same, or any part thereof, by anyone other than the Lessee.

18. LESSEE'S DEFAULT.

The happening of any one or more of the following listed events (hereinafter referred to as "Event of Default"), shall constitute a breach of its lease on the part of the Lessee:

- A. The failure of the Lessee to use the premises regularly and for the purpose for which it was leased.

B. The failure of the Lessee to pay any rents payable hereunder, including but not limited to any additional rent or payments of money required hereunder, and the continued failure to pay the same for then (10) days or more after the maturity of same.

C. The failure of the Lessee to fully and promptly perform any act required of it in the performance of this lease or to otherwise comply with any term or provision hereof.

D. Upon the happening of any event of default, Lessor, if it shall elect, may (1) collect each installment of rental hereunder as and when the same matures, or (2) said Lessor, or any other person by its order, may reenter the said premises without process of law and without being liable to any prosecution therefor, and may either elect to terminate this lease or, if the Lessor desires not to terminate this lease, to terminate the right to possession and occupancy and relet the said premises to any person, firm or corporation, as the agent of the Lessee or otherwise, for whatever rent Lessor shall obtain, applying the avails of such letting first to the payment of such expenses as the Lessor may incur in the reentering and reletting of same, and then to the payment of the rent due hereunder and the fulfillment of the Lessee's covenants, and paying over to the Lessee the balance, if any; and in the case of any deficiency, the Lessee shall remain liable therefor. Lessee agrees to pay reasonable attorneys' fees and all costs, if it becomes necessary for Lessor to employ an attorney to collect any of the rent or to enforce any of the provisions of this lease, and of any other

cost of retaking or reletting said premises, including but not limited to the payment of a commission for brokerage.

19. WAIVER OF SUMMARY PROCESS.

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

20. HOLDING OVER.

It is further agreed by and between the parties hereto that in case the said Lessee shall, with or without the written consent of the said Lessor endorsed hereon, or on the duplicate hereof, at any time hold over the said premises beyond the period above specified as the termination of this lease, then the said Lessee shall hold said premises upon the same terms and under the same stipulations and agreements as are contained in this lease, and no holding over by the said Lessee shall operate to renew this lease, nor to create any tenancy whatsoever.

21. NOTICE.

Any and all notices called for or required by an provision of this lease, unless specifically described therein, shall be delivered to the respective parties by certified mail, return receipt requested, at the following addresses:

A. To the Lessor:

AMD Realty Corporation
136 Main Street
Danbury, CT 06810

B. To the Lessee:
City of Danbury
Office of the Mayor
City Hall
Danbury, CT 06810

Such addresses may be changed by either party by notifying the other party in the manner required for notice.

22. WAIVER.

The failure of the Lessor to insist upon strict performance of any of the covenants or conditions of this lease, or to exercise any option herein conferred in any one or more instances, shall not be construed as a waiver or relinquishment of any such covenants, conditions or options, but the same shall be and remain in full force and effect.

23. SUBORDINATION.

It is further agreed that this lease shall not be a lien against said entire premises in respect to any mortgage or mortgages that are now or may be hereafter placed against said premises, and the recording of such mortgage or mortgages shall have preference and precedence, regardless of the date of recording. Lessee further agrees to execute any document requested by Lessor to evidence or further effectuate this provision of this lease, and to execute any lease ratification agreements certifying inter alia that the lease is in effect, has not been amended and that there has been no prepayment of rent, except as may be herein provided, and failing such execution, Lessee shall be liable to Lessor for all damages, including

reasonable attorneys' fees, incurred by Lessor as the result of such refusal. The term "mortgage" shall include each and every form and type of security instrument. It is further understood by Lessor and Lessee that reference to the execution of an additional instrument or evidence of subordination is not necessary for this subordination to be effective.

24. NOTICE OF LEASE .

Either party, upon the request of the other party, shall execute in recordable form, a Notice of Lease, prepared by the requesting party. Such notice shall conform to the requirements set forth in the Connecticut General Statutes concerning "Notices of Lease".

25. BROKERAGE.

The Lessee represents that there was no broker or agent who negotiated this Lease. This Lease is executed by the Lessor in reliance upon the representation by the Lessee that no broker or agent brought the demised premises to the Lessee's attention or was in any way the procuring cause of this Lease.

26. BINDING EFFECT.

This lease, together with any and all schedules, addenda or amendments thereto, shall inure to the benefit of the respective parties hereto, their successors or assigns.

STATE OF CONNECTICUT :
 : ss.: Danbury, July , 1989
COUNTY OF FAIRFIELD :

On this the day of July, 1989, before me the undersigned officer, personally appeared JOSEPH SAUER, JR., who acknowledged himself to be the Mayor of the CITY OF DANBURY, a municipal corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, as his free act and deed and the free act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Commissioner of the Superior Court
Notary Public
My Commission Expires:_____

SCHEDULE A

ALL THAT CERTAIN piece or parcel of land situated in the City of Danbury, Fairfield County, Connecticut, and known as #11-13 Boughton Street, bounded Northerly by land formerly of Henry Dick and now of AMD Realty Corporation; Easterly by land of the City of Danbury, Southerly by Boughton Street; and Westerly by land now or formerly of Cora S. Hill; said premises being sixty feet (60'), more or less, in width, front and rear.



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

(203) 797-4511

July 12, 1989

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

Re: Land Acquisition - West Side Fire Station

Dear Council Members:

As you know, for some time the City has been considering the construction of a Fire Station to serve the west side of Danbury. Recently I was approached by Mr. Richard Baldwin concerning the possible acquisition of his property by the City for that purpose. Mr. Baldwin's property is located on Kenosia Avenue adjacent to the Danbury Airport. Although I could not make a commitment to Mr. Baldwin, I believe that we should review the proposal carefully. Accordingly, I intend to appoint a Common Council committee to meet with Mr. Baldwin and to begin the process of evaluating his offer.

Whether at this location or another, I strongly support the concept of a fire station on the west side. If the Baldwin property is suitable, its acquisition would be the first step toward enhancement of our public safety program; a goal we all share. Please contact my office or call Mr. Baldwin directly to obtain further information. I am confident that you will give this matter your prompt attention.

Sincerely yours,

Joseph H. Sauer, Jr.
Mayor

JHS:cjz



CITY OF DANBURY

DANBURY, CONNECTICUT 06810

received
7/29

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

July 19, 1989

Hon. Mayor Joseph H. Sauer, Jr.
Hon. Members of the Common Council
City Hall
Danbury CT 06810

Dear Mayor Sauer and Council Members:

I refer to the letter of September 2, 1988 with which I submitted to you a preliminary proposal, prepared by members of the Commission on Aging and local chapters of AARP, regarding a deferral of property taxes for senior citizens.

Because our group did just the groundwork, we expected the City to appoint a formal committee as required by PA 87-116 which reads:

- "... the executive of such municipality is to appoint a committee of 5 resident taxpayers
- 1) to study and investigate the fiscal effect of such property tax relief on the property tax revenue for such municipality, and make
 - 2) recommendations with respect to the form and extent of such property tax relief."

We have not been appraised of any decision either from you or the Common Council and would like to ask for an appointment with you to discuss the next step. Since I will be abroad for some time, please call Mr. Julian Castillo-Coyle at 792-7176 to arrange for a convenient time.

Sincerely,

Sigrid Benyei
Sigrid Benyei, Chair
Commission on Aging

Att. Copy of letter 9/2/88
cc: City Clerk

In its January 1987 session the Connecticut Legislature passed Public Act No. 87-116: PROPERTY TAX RELIEF FOR ELDERLY HOMEOWNERS - LIENS, "An act enabling any municipality to adopt a plan allowing deferral of real property taxes in amounts up to one hundred per cent for certain elderly homeowners."

We, as representatives of about 9,500 Danburians over the age of 65, ask the City of Danbury to appoint a committee as stipulated in PA 87-116 to undertake an investigation of such tax deferral with all its financial and administrative ramifications.

We will be most happy to answer any questions, explain our recommendations, and assist this committee in any way.

Attached for your information are the following:

- Copy of Public Act 87-116
- Copy of our comparison study with recommended alternatives for Danbury and explanatory tables.
- Copy of Westport's Program
- Copy of Trumbull's Program
- Copy of Brookfield's study and recommendation
- Copy of Ridgefield's study and recommendations

We are now looking forward to the appointment of the Danbury Committee and hope that our effort to lay the groundwork and provide background information will be of help to them.

Sincerely yours,


Sigrid Benyei
Chair-Commission on Aging



23

CITY OF DANBURY

DANBURY, CONNECTICUT 06810

JOSEPH H. SAUER, MAYOR

DEPARTMENT OF ELDERLY SERVICES

COMMISSION ON AGING

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

Municipal Agent
80 Main Street
(203) 797-4687

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

September 2, 1988

Mayor Joseph H. Sauer
City Hall
Danbury CT 06810

Dear Mayor Sauer:

The recent new property assessments and the resulting increases in property taxes prompted the Commission on Aging to undertake a preliminary study of a possible tax deferral for property owners 65 years and over. A committee was formed consisting of the following:

Commission on Aging: Elisabeth McKee, Ray Gomoll, Walter Wayman, Sigrid Benyei, and Municipal Agent Margaret Emerito as advisor.

AARP Legislative Committee: Helen Morris, Lynette McPherson, Dorothy Creter, Philip Hadley, and Julian Castillo-Coyle.

This committee has carefully studied the programs other towns have either proposed or already in place, as seen on the attached comparison pages. The proposed alternatives (A),(B),(C) are for Danbury's consideration.

We heard personally from Fran Reynolds of Westport about their successful program, and from Al Garzi, who is Ridgefield's tax assessor and a resident of Brookfield, about both Brookfield's and Ridgefield's proposals.

The common denominator of all existing and suggested programs is the desire to enable seniors to stay in their homes, even though they may have more income than the limit for state and local relief. As you will see, this deferral program will ultimately be of no cost to the city.



24

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

ROBERT T. RESHA
CORPORATION COUNSEL

PLEASE REPLY TO:

ERIC L. GOTTSCHALK
LASZLO L. PINTER
JOHN JOWDY
GEORGE S. SAKELLARES
ASSISTANT CORPORATION
COUNSEL

July 26, 1989

DANBURY, CT 06810

Hon. Joseph H. Sauer, Jr., Mayor
Hon. Members of the Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut

Re: Statutory Amendment to Building Code Inspection
Requirements

Dear Mayor and Council Members:

It has come to our attention that the General Assembly has adopted an amendment to the state statutes which modifies the requirements for independent engineering review of major building projects. As a result it will be necessary to review the current ordinances that were adopted in compliance with what had been the state law in existence before this most recent amendment.

Once the complete text of the new state law is available to us we will prepare a revision to the ordinances to conform to the new requirements. Please establish a committee to consider these changes. I expect to have the ordinance amendments ready in time to present them to the committee. If you have any questions regarding this matter in the meantime, please let me know.

Sincerely,

Eric L. Gottschalk
Assistant Corporation Counsel

ELG:r

Dandury City Council
Town Hall
Deer Hill Ave.
Danbury, Ct. 06810

7/21/89

Attn: Chairman, City Council

Dear Sir,

We, the Marjorie Manor Civic Association, respectfully request that the matter of City participation in the maintenance and repair of private roads be placed on the agenda for the City Council Meeting of August 1, 1989.

Thanking you in advance for your cooperation in this matter, I remain,

Very truly yours,



Eileen Green
Vice President, MMCA

cc: Mayor Joseph Sauer
A. Hallick, Pres. MMCA
Executive Board MMCA
Residents MMCA

July 11, 1989

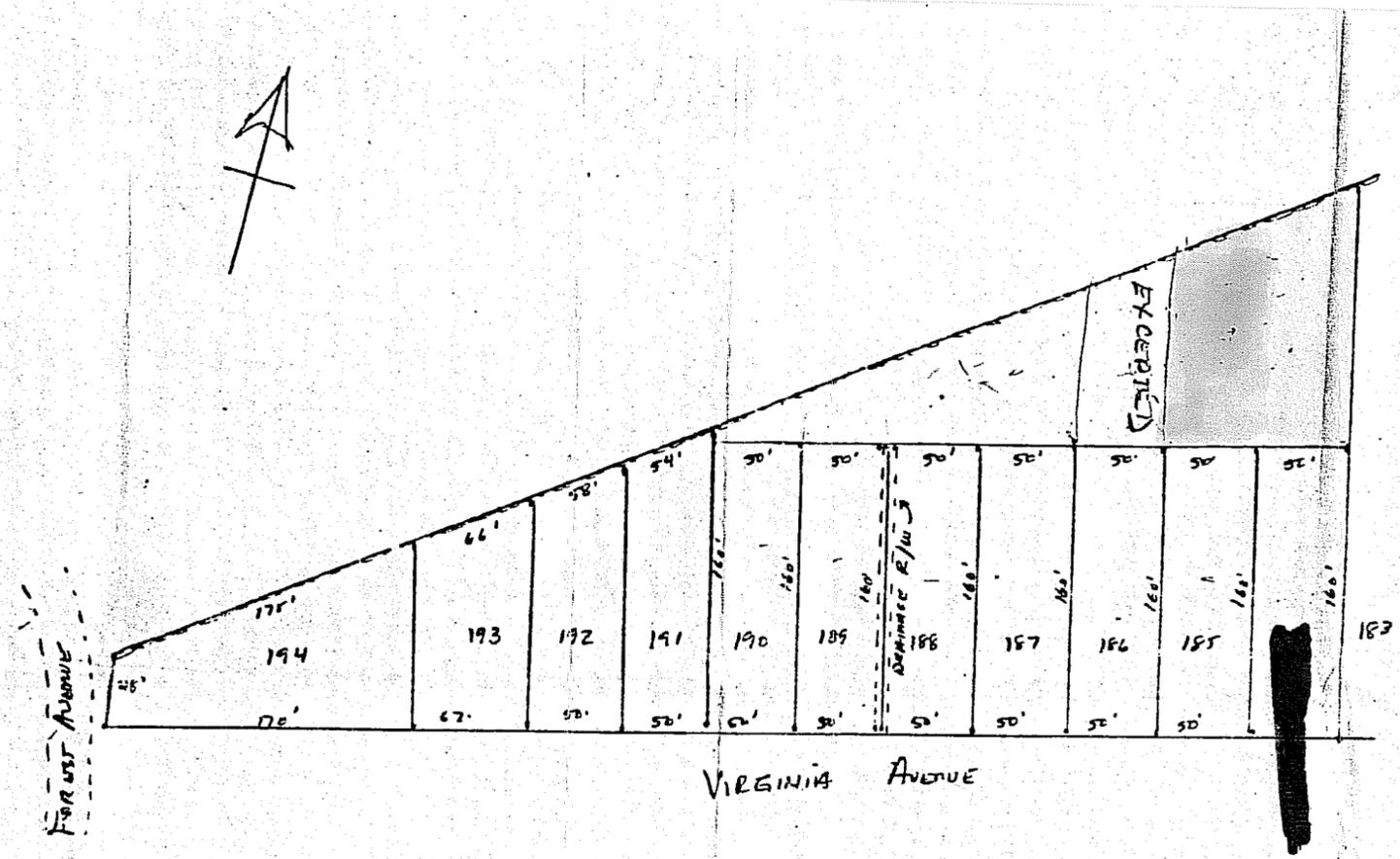
CITY of Danbury
CITY Council

Dear Sirs,

My name is Andrew Daniel Gibbs, I am present residing at 7 Virginia Ave (Lot # 184) Danbury CT. I wish to acquire city owned property near of my lot. I will gladly, pay taxes to satisfy city in exchange for ownership for property. If need, both lots near of # 185 inclusive marked in green highlight. I remain.

Yours truly,

Andrew Daniel Gibbs



HIGH RIDGE DEVELOPMENT
 DANBURY, CONNECTICUT
 SCALE 1"=100' April 30, 1952
 CERTIFIED SUBSTANTIALLY CORRECT
 SYDNEY A. RAPP C.E.D.L.S.
 RECORDED 5/18/52
 MAP # 1859

NOTICE OF SALE OF LAND FOR TAXES

(Sec. 12-157 Gen. Statutes — Rev. of 1958)

Tax Collector of the Town of Danbury, Connecticut

Having made lawful demand for the payment of taxes due me as tax collector of the Town of Danbury, which taxes are assessed in the name of

Schep-Demos Contractors and based upon the assessments of

- October 1, 1965
- October 1, 1966
- October 1, 1967
- October 1, 1968
- October 1, 1969
- October 1, 1970
- October 1, 1971
- October 1, 1972
- October 1, 1973
- October 1, 1974
- October 1, 1975
- October 1, 1976
- October 1, 1977
- October 1, 1978
- October 1, 1979

of said Danbury, and payment having been neglected and refused,

I WILL SELL AT PUBLIC AUCTION all or enough of the following described property

to satisfy taxes at \$ 829.50 and all charges accrued thereon:

Assessor's Lot # J11093

Land situated in the rear of Virginia Avenue, being a portion of the triangular parcel shown on Map entitled, "High Ridge Dev.", Map # 1859, and being a portion of Lot Nos. 184, 187, 188, 189 and 190, Map #336, and being a portion of the premises described in Book 300 at Page 468 of the Danbury Land Records.

~~Excepting therefrom a portion of the property which was conveyed by deed recorded at Book 318 page 97.~~

Said sale will take place at Room 328, City Hall, 155 Deer Hill Avenue, Danbury, Connecticut on June 13 1981, at 10AM.

A more particular description of said premises may be found in Danbury

Land Record, Volume 300, page 468

Dated at Danbury, Conn. this day of 1981.

Tax Collector of the Town of

Danbury, Conn.

APPLICATION FOR EXTENSION OF SEWER/WATER

Sewer
Water _____

FOR EXTENSION OF TIME LIMIT
FOR APPROVED APPLICATION
NOV. 23, 1987 - MAY 23, 1989

Name of Applicant: Joseph Russo, Jr.

Address: 8 Landmark Drive
Bridgewater, CT 06752

Telephone: 355-8501

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

Located at: 109 Park Avenue

Assessors's Lot No. H16026

Zone: RM-12

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

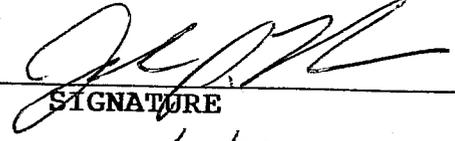
Number of Efficiency Units _____

Number of 1 Bedroom Units _____

Number of 2 Bedroom Units 7

Number of 3 Bedroom Units _____

Total Number of Units 7


SIGNATURE

7/19/89
DATE

APPLICATION FOR EXTENSION OF SEWER/WATER

Sewer X

Water

Name of Applicant: R.J. Gallagher Jr. & Associates

Address: Old Mill Plain Road

Danbury, CT. 06811

Telephone: 798-9640

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

Property of Mr. Sholtes and Mr. Stanley

Located at: DePalma Lane

Assessors's Lot No. G06006 G06005

Zone: RA-40

Intended Use: Retail Single Family Residential X

Office Multiple Family Development

Mixed Use

Industrial

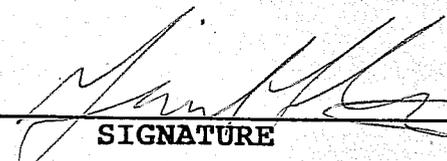
Number of Efficiency Units

Number of 1 Bedroom Units

Number of 2 Bedroom Units

Number of 3 Bedroom Units

Total Number of Units


SIGNATURE

7/13/89
DATE

COMMON COUNCIL - CITY OF DANBURY
APPLICATION FOR EXTENSION OF SEWER/WATER

Sewer X
Water X

Name of Applicant: Anthony DaCunha, Sr. (Howard P. Rubinow III, P.E. - AG)

Address: 9 Kristy Drive 118 Coalpit Hill Road
Bethel, CT 06801 Danbury, CT 06810

Telephone: 743-6919 743-0767

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

Located at: Lombardi & Concord Sts.

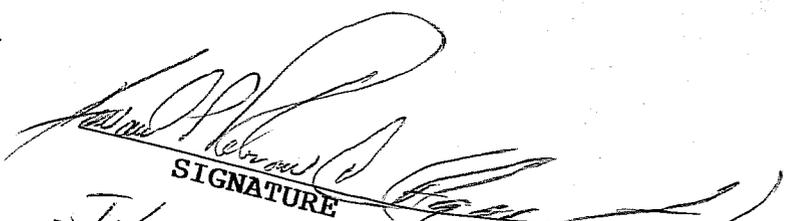
Assessors's Lot No. G16072 - H 16012 - H16013

Zone: R-3

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

Number of Efficiency Units
Number of 1 Bedroom Units
Number of 2 Bedroom Units
Number of 3 Bedroom Units
Total Number of Units

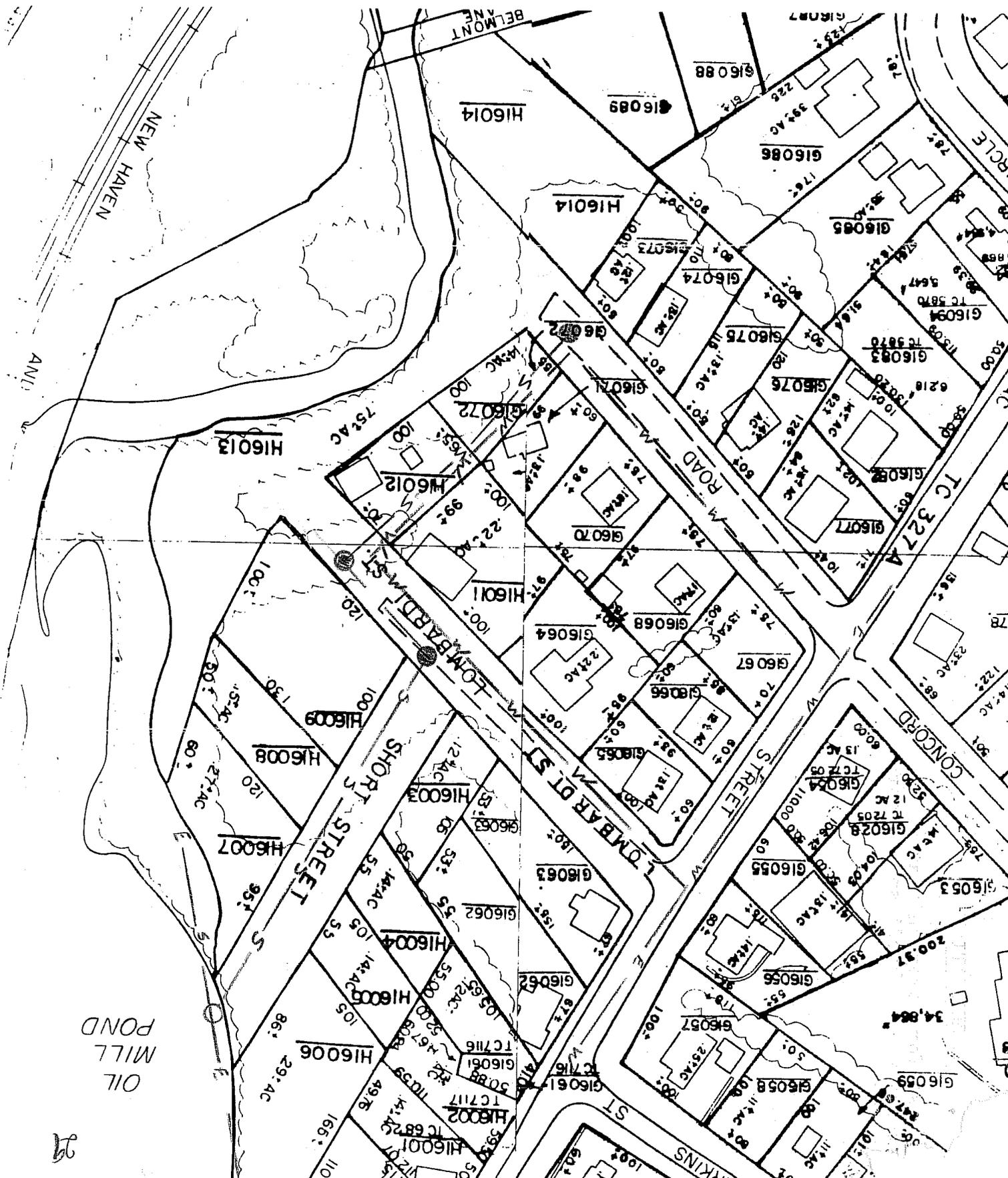
proposed sewer extension route is the
proposed and designed by the City of Danbury
Contract No. 73-2, dated 5/30/73.


SIGNATURE

Scale: 1" = 100'

Sketch

1154



OIL MILL POND

APPLICATION FOR EXTENSION OF SEWER/WATER

Sewer _____

Water X

Name of Applicant: Stew Leonard's

Address: 100 Westport Ave.
Norwalk Conn. 06851

Telephone: (203) 847-7213

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

Located at: 99 Federal Road

Assessors's Lot No. L08031

Zone: CG-20

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

Number of Efficiency Units _____
Number of 1 Bedroom Units _____
Number of 2 Bedroom Units _____
Number of 3 Bedroom Units _____
Total Number of Units _____

Robert E. Somichse
SIGNATURE
76A Services Inc. Engineer
July 24, 1989
DATE



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

PLANNING & ZONING DEPARTMENT

(203) 797-4525

July 17, 1989

Honorable Mayor Joseph H. Sauer
Honorable Members of the Common Council
City of Danbury
Danbury, CT 06810

Re: Street Renumbering - South Street

Dear Mayor Sauer and Members of the Common Council,

The Planning Department has reviewed the present numbering situation on South Street where existing street numbers do not follow a logical sequence. A number of houses and businesses are using the same address and several houses are without any street number. This situation creates a great deal of confusion for emergency vehicles, delivery services and anyone else not familiar with the area. Renumbering a section of South Street would seem to be the only solution to this problem.

Given the present effort by the City to implement the E911 Emergency number system, it is most logical to rectify this situation now. We recognize the initial inconvenience such a change may have on current residents and businesses. Nevertheless, we believe that all the residents of South Street should benefit from the improved response by emergency vehicles and improved delivery services.

Enclosed are two lists pertaining to the proposed renumbering. The first is a list of the South Street property owners who would be affected by the renumbering, with the existing street numbers and the new numbers proposed by our Department. The second list gives the mailing addresses of the property owners so that each can be notified by the Council of the public hearing concerning this renumbering. Please let our Department know when the Council or a committee will be meeting to discuss this issue so a representative of our Department can be present. A map showing the existing and proposed numbers will be available for review at that time.

Sincerely,

Dennis I. Elpern
Director of Planning

SOUTH STREET

SOUTH SIDE

<u>ASSESSOR'S LOT NO.</u>	<u>PROPERTY OWNER</u>	<u>ASSIGNED ADDRESS¹</u>	<u>CURRENT ADDRESS¹</u>	<u>PROPOSED ADDRESS</u>
K16130	Arnold, Bartholomew & Susan	--		2
K16131	Carvalho, Antonio	--		4
K16132	Pelham Products Inc.	--		6
K16128	South Street Associates Limited Partnership	--	36	10
K16134	Gemza, Roger	--		12
K16136	Madkour, Jeanne	16		14
K16137	Levine, Irving & Melvin/ Miller, Malcolm	14	14	16
K16138	Thorne, James	--	--	18
K16140	Colonial Builders and Developers	--		20
K16144	Hossan, Frank & Mary	22		22
K16145	Smith, Richard	24		24
K16146	Smith, Richard	--		26
K16147	McNamara, Eugene (estate)	--	28	28
K16148	Modzelewski, Thomas (estate)	--		30
K16105	Weiner, Alan	2		32
K16104	Ashley, Ellen	4		34
K16103	Forsberg, Ralph et al	8	8	36
K16102	Miner, Jane	14		38
K15078	Wixted, Raymond & Carolyn	26	26	40
K15077	Garavel, Margaret	28		42
K15075	Vetter, Robert & Sheila	32	30	44
K15025	Wildman, Clarence & Patricia	6		46
K15024	DaSilva, Joseph (estate)	8		48
K15023	Sorisio, Barbara	10		50
K15022	Francisco, Maria	12		52
K15021	Francisco, Casimiro & Damiana	16		54
K15020	Migiano, Cesare, Mario & Guido	18	18	56
K15019	Verissimo, Jose & Maria	20	20	58
K15018	Whitlock, Ronald & JoAnn	24		60
K15017	Holick, Jeanette	26	26	62
K15016	Marques, Antonio & Maria/ Oliva, Fatima & Manuel	28		64
K15015	Boucher, Paul et al	30	30	66
K15014	Gianfransico, Robert & Barbara/ Carlson, William & Joan	32		68
K15013	Penyak, Stanley	32-34	34	70
K15012	Minck, James & Helen	38	38	72
K15011	Kovacs Realty Inc.	40-44	40,46	74
J15275	Kovacs, Robert et al	48		76
J15276	Kolwicz, Thomas & Darlene	52	52	78
J15277	Wibling, Seth et al	54		80
J15280	Stetson, John Jr.	56-58		82
J15308	Victorian Associates Inc.	60-62		84
J15245	Victorian Associates Inc.	--		86
J15309	Victorian Associates Inc.	64		88

SOUTH STREET - p.2

(South side continued)

J15310	Will, Carl	66		90
J15311	DeLucia, Carmelo	--		92
J15323	Verdi, Richard & Beverly	74-76		94
J15324	Martins, Jorge & Rosa	78		96
J15325	Lanigan, Marie (estate)	80	80	98
J15326	Fernandes, Alice	82	82	100
J15327	Francisco, Maria	84		102
J15328	Segur, Richard	88		104
J15329	Zagottis, Guiseppe & Maria	88-90	90	106
J15104	Patelco Corp.	98	98	108
J15105	King, Douglas & William	98		110
J15106	Pippa, Charles	100	100	112
J15107	Mitchell, Norbert	104	104	114
J15108	Levine, Irving & Melvin/ Miller, Malcolm	--		116
J15080	Levine, Irving & Melvin/ Miller, Malcolm	108	110	118
J15079	Buzaid, Norman & Anne	116	116	120
J15066	McCarthy, John & Robert	120		122
J15065	Koukas, John & Mary	122-124		124

NORTH SIDE

<u>ASSESSOR'S LOT NO.</u>	<u>PROPERTY OWNER</u>	<u>ASSIGNED ADDRESS¹</u>	<u>CURRENT ADDRESS²</u>	<u>PROPOSED ADDRESS</u>
K16161	Goldberg, Stanley (trustee)	--		1-3
K16159	LeDuc, Rene	33		5
K16158	LeDuc, Rene	--		7
K16152	Livanos, Peter	--		9
K16151	Perdrizet, Robert	1	1	11
K16150	Perdrizet, Robert	3	3	13
K16149	Perdrizet, Robert	5	5	15
K15080	Eaton Corp.	7		17
K15081	Eaton Corp.	--		19-27
K15082	Preferred Utilities Manufacturing Corporation	--	11	29-33
K15083	Rizzo, Anthony	7-13		35
K15084	Keane, Felix & Helen	15-17	15	37
K15086	Dill, Fred Sr. et als	23		39

1 - Address as listed in Tax Assessor's files.
2 - Address as listed in City Directory.

SOUTH STREET RENUMBERING - MAILING ADDRESS LIST

South Side

Arnold, Bartholomew & Susan - Lot K16130
2 South Street
Danbury, CT 06810

Smith, Richard - Lots K16145/ K16146
24 Lower South Street
Danbury, CT 06810

Carvalho, Antonio - Lot K16131
4 South Street
Danbury, CT 06810

McNamara, Eugene (estate) - Lot K16147
c/o Stephen McNamara, Admin.
28 South Street
Danbury, CT 06810

Pelham Products Inc. - Lot K16132
Payne Road
Bethel, CT 06801

Modzelewski, Thomas (estate) - Lot K16148
c/o Theodore Demko, Executor
420 Upper Grassy Hill Road
Woodbury, CT 06798

South Street Associates Limited Partnership
- Lot K16128
475 Kilvert Street
Warwick, RI 02886
attn: Denise M. Marien

Weiner, Alan - Lot K16105
940 Federal Road
Brookfield, CT 06804

Gemza, Roger - Lot K16134
c/o Design Aids
Lower South Street
Danbury, CT 06810

Ashley, Ellen - Lot K16104
4 South Street
Danbury, CT 06810

Madkour, Jeanne - Lot K16136
16 South Street
Danbury, CT 06810

Forsberg, Ralph - Lot K16103
08 South Street
Danbury, CT 06810

Levine, Irving & Melvin/
Miller, Malcolm - Lots K16137/ J15108/
J15080
P.O. Box 1186
Danbury, CT 06810

Miner, Jane - Lot K16102
34 Charcoal Drive South
Danbury, CT 06810

Thorne, James - Lot K16138
South Street
Danbury, CT 06810

Wixted, Raymond & Carolyn - Lot K15078
026 South Street
Danbury, CT 06810

Colonial Builders and Developers
- Lot K16140
940 Federal Road
Brookfield, CT 06804

Garavel, Margaret - Lot K15077
028 South Street
Danbury, CT 06810

Hossan, Frank & Mary - Lot K16144
22 South Street Ext.
Danbury, CT 06810

Vetter, Robert & Sheila - Lot K15075
032 South Street
Danbury, CT 06810

Wildman, Clarence & Patricia - Lot K15025
6 South Street
Danbury, CT 06810

DaSilva, Joseph (estate) - Lot K15024
288 Main Street
Danbury, CT 06810

Sorisio, Barbara - Lot K15023
16 Powder Horn Hill Road
Brookfield Center, CT 06805

Francisco, Maria - Lot K15022/ J15327
84 South Street
Danbury, CT 06810

Francisco, Casimiro & Damiana - Lot K15021
8 Filmore Avenue
Danbury, CT 06811

Migiano, Cesare, Mario & Guido
- Lot K15020
18 South Street
Danbury, CT 06810

Verissimo, Jose & Maria - Lot K15019
45 James Street
Danbury, CT 06810

Whitlock, Ronald & JoAnn - Lot K15018
24 South Street
Danbury, CT 06810

Holick, Jeanette - Lot K15017
26 South Street
Danbury, CT 06810

Marques, Antonio & Maria/
Oliva, Fatima & Manuel - Lot K15016
28 South Street
Danbury, CT 06810

Boucher, Paul et al - Lot K15015
30 South Street
Danbury, CT 06810

Gianfransico, Robert & Barbara/
Carlson, William & Joan - Lot K15014
30 Sinaway Road
Cos Cob, CT 06807

Penyak, Stanley - Lot K15013
25 Fairfield Avenue
Danbury, CT 06810

Minck, James & Helen - Lot K15012
Secor Road
Brookfield Center, CT 06805

Kovacs Realty Inc. - Lot K15011
40 South Street
Danbury, CT 06810

Kovacs, Robert et als - Lot J15275
40 South Street
Danbury, CT 06810

Kolwicz, Thomas & Darlene - Lot J15276
24 Clayton Road
Danbury, CT 06810

Wibling, Seth - Lot J15277
Overlook Farm
65 South King Street
Danbury, CT 06811

Stetson, John Jr. - Lot J15280
8 Willow Lake Drive
Danbury, CT 06811

Victorian Associates Inc.
- Lots J15308/ J15245/ J15309
c/o Robert Boethlo
4 Ridgewood Drive
Danbury, CT 06811

Will, Carl - Lot J15310
119 Coalpit Hill Road
Danbury, CT 06810

DeLucia, Carmelo - Lot J15311
68 South Street
Danbury, CT 06810

Verdi, Richard & Beverly - Lot J15323
Turkey Plain Road
Bethel, CT 06801

Martins, Jorge & Rosa - Lot J15324
44 Dick Finn Road
New Fairfield, CT 06812

Lanigan, Marie (estate) - Lot J15325
80 South Street
Danbury, CT 06810

Fernandes, Alice - Lot J15326
82 South Street
Danbury, CT 06810

Segur, Richard - Lot J15328
88 South Street
Danbury, CT 06810

Zagottis, Guisepppe & Maria - Lot J15329
34 Green Pasture Road
Bethel, CT 06801

Patelco Corp. - Lot J15104
17 Wintergreen Hill
Danbury, CT 06810

King, Douglas & William - Lot J15105
Spruce Mountain Road
Danbury, CT 06810

Pippa, Charles - Lot J15106
19 Davis Street
Danbury, CT 06810

Mitchell, Norbert - Lot J15107
P.O. Box 186
Danbury, CT 06810

Buzaid, Norman & Anne - Lot J15079
138 Deer Hill Avenue
Danbury, CT 06810

McCarthy, John & Robert - Lot J15066
120 South Street
Danbury, CT 06810

Koukas, John & Mary - Lot J15065
Sunset Drive
Danbury, CT 06810

North Side

Goldberg, Stanley - Lot K16161
245 East Avenue
Norwalk, CT 06855

LeDuc, Rene - Lots K16159/ K16158
24 Monroe Street
South Norwalk, CT 06854

Livanos, Peter - Lot K16152
c/o Miller Motor Cars
19 South Street
Danbury, CT 06810

Perdrizet, Robert - Lots K16151/ K16150/
K16149
03 South Street
Danbury, CT 06810

Eaton Corp. - Lots K15080/ K15081
15 Durant Avenue
Bethel, CT 06801

Preferred Utilities Manufacturing Corp.
- Lot K15082
South Street
Danbury, CT 06810

Rizzo, Anthony - Lot K15083
29 Federal Road
Danbury, CT 06810

Keane, Felix & Helen - Lot K15084
15-17 South Street
Danbury, CT 06810

Dill, Fred Sr. et als - Lot K15086
c/o Lloyd Lumber Co.
Sugar Hollow Road
Danbury, CT 06810



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

ROBERT T. RESHA
CORPORATION COUNSEL

ERIC L. GOTTSCHALK
LASZLO L. PINTER
JOHN JOWDY
GEORGE S. SAKELLARES
ASSISTANT CORPORATION
COUNSEL

July 21, 1989

PLEASE REPLY TO:
13 Harmony Street
DANBURY, CT 06810

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

Re: Claim Charlotte Shearer

Dear Esteemed Council Members:

Please be advised that I have reviewed Mrs. Shearer's June 23, 1989 letter addressed to your attention. I have also discussed the matter with Lt. Gallucci, Officer Matti and Lydia Yaglonski.

The officers were acting within the scope of their authority when they recognized and stopped the vehicle being operated by the claimant's son, who was so operating said vehicle without a license.

Further the officers acted properly when they refused to allow the claimant, who was complaining of chest pains, to drive herself to the hospital. She was driven to the hospital by Officer Trohalis. Attempts were made to contact the claimant's friend to pick up her vehicle without success. The car was stopped on Patriot Drive which is an extremely busy City street with no breakdown lanes.

This is an unfortunate situation, however, I can not after looking into this matter find any liability upon the City's part to pay the claimant towing bill.

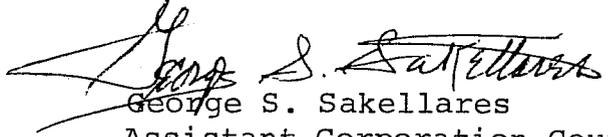
(continue page 2)

Danbury Common Council
Re: Claim Charlotte Shearer

July 21, 1989

If you have any questions or wish to discuss this matter, please feel free to contact me.

Sincerely yours,



George S. Sakellares

Assistant Corporation Counsel

GSS:dms



CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

August 1, 1989

Honorable Mayor Joseph H. Sauer
Honorable Members of the Common Council

Re: Waste to Energy Incineration Project

The Common Council met as a committee of the whole on July 17, 1989 at 7:30 P.M. in the Common Council Chambers.

Mr. Flanagan opened the discussion by asking Mr. Cech if there had been any new developments since the last vote. Mr. Cech responded that HRRRA was considering dropping Danbury and Brookfield from the project. Mr. Flanagan asked if a site for the incinerator had been chosen. Mr. Cech replied that the state would prefer a local region spend the dollars necessary to make a site selection. HRRRA has stopped site selection since Danbury voted down the proposed \$825,000 commitment.

Mr. Gallo asked what would happen if the communities who had not committed were removed from HRRRA. Mr. Cech responded that at least 9 towns had committed some form of financing. He continued to say that Danbury faced the problem that the landfill would be usable for approximately two more years.

Mr. DaSilva brought up the issues of recycling paper, saleable compost and toxic waste. Lois Haggan from the DEP spoke on these issues. Mr. DaSilva asked if ERS had filed for any permits yet. Mr. Cech replied that to his knowledge no permits had been applied for as yet.

Mr. Esposito asked what will happen in the event Danbury does not pay the \$825,000. Mr. Cech replied that Danbury will probably be out of HRRRA and could stand to lose millions in tax credit money. Danbury would also have to build a transfer station and find a place to get rid of waste.

Mr. Cresci asked if front end separation was too expensive to be cost effective and what will be the final cost for the plant. Mr. Cech said he estimated roughly 150 million dollars.

Mr. Farah spoke on global warming. It was his concern that in building an incinerator and using burn technology that Danbury would be adding to an already urgent problem.

Mr. Moran read a letter from William Reilly, Director of the DEP. The letter stated that currently waste ash was a major concern. Mr. Moran then asked if Danbury should consider recycling first. Mr. Moran also asked what the tipping fee is at ERS. Tim Weins responded by saying that the tipping fee currently is \$79.50 a ton with a 25 year contract to include a 5% yearly increase and the cost of transportation.

Mr. Eriquez asked if the state required curbside recycling. John England said that the state does not.

Mrs. Bourne made the following motion:

"I move that we recommend to the full Common Council no pledging of funds toward the development phase of a regional Waste to Energy Incineration Project." Seconded by Mr. Moran.

Mr. Eriquez asked how the proposed \$825,000 would be raised. Mr. Cech said that it could be raised through tipping fees at the landfill.

Mr. Charles asked how much surplus there was in the budget for this project. Mr. Cech replied that there was no surplus as such, only a \$25,000 contingency.

Mrs. Butera asked Mr. Weins if ERS could live up to their 25 year contract should ERS have financial difficulties and possibly go out of business. Mr. Weins said that the contract would be safe as ERS has insurance to cover such an event.

Mr. Bundy suggested that if the state was still willing to invest money in research of non-burn technology then that must still be an option to consider. He also pointed out that there would be no way for the City of Danbury to recover the \$825,000.

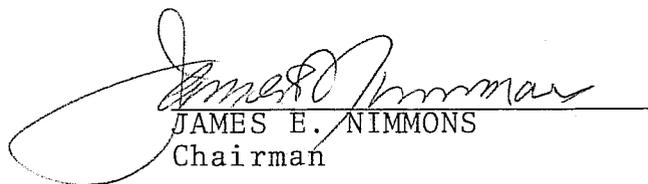
Motion carried with the members voting as follows:

Yes - Bourne, Gallo, Moran, Farah, Flanagan, Zotos, Cresci, Nimmons, Shaw, Bundy, Butera, Regan.

No - Esposito, Charles, Danise, DaSilva, Eriquez.

12 Yes - 5 no.

Respectfully submitted,


JAMES E. NIMMONS
Chairman



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

August 1, 1989

Honorable Mayor Joseph H. Sauer
Honorable Members of the Common Council

Re: Request for Water Extension - 13 Belmont Circle

The ad hoc committee appointed to review the petition for water extension at 13 Belmont Circle met in Room 432 in City Hall on July 19, 1989 at 7:45 P.M. In attendance were committee members Moran and Butera. Also in attendance were William Buckley, Howard Rubinow III, and Council Member Charles, ex-officio.

Mr. Rubinow opened the meeting by stating that this petition had been granted earlier but due to circumstances beyond their control the project could not be started within the 18 month time limit and were simply looking for an extension of time in order for the project to be completed this summer.

Mrs. Butera made a motion that this committee recommend to the Common Council that since the plans have been completed and approved by the City Engineer that this petition be granted. Seconded by Mr. Moran. Motion carried unanimously.

Respectfully submitted,

HANK S. MORAN, Chairman

JANET D. BUTERA

BARRY J. CONNELL



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

August 1, 1989

COMMON COUNCIL

REPORT

Honorable Mayor Joseph H. Sauer
Honorable Members of the Common Council

Re: Request for Sewer Extension - 75 Padanaram Road

The committee regarding the above captioned matter met on July 19, 1989. In attendance were Committee Members Moran and Butera. Also in attendance were William Buckley and Councilman Charles, ex-officio.

It is the recommendation of this committee that the petition be granted with the following conditions and restrictions:

1. The petitioner shall bear all costs relative to the installation of said sewer line.

2. The petitioner shall submit as-built drawings of this extension, prepared by a licensed Connecticut Land Surveyor, for approval by the City Engineer.

3. Detailed Engineering Plans and Specifications are to be approved by the City Engineer and the Superintendent of Public Utilities prior to the start of construction.

4. If required, a Warranty Deed in a form satisfactory to the Corporation Counsel shall be executed by the petitioner conveying to the City, all right, title, interest and privileges required hereunder, and said Deed shall be held in escrow for recording upon completion of installation.

5. That upon completion of installation, title to said sewer line within City streets, and any necessary documents be granted to the City in a form which is acceptable to the City Engineer and Corporation Counsel.

6. The petitioner shall convey ownership of and easements to all or such portions of the sewer lines as the City Engineer's Office determines are of potential benefit to other landowners in the City.

7. No Certificate of Occupancy shall be issued until the above requested forms, documents, plans, etc. are received and the City owns the extended sewer lines.

8. This approval shall expire eighteen (18) months following the date of Common Council action.

Also, the petitioner shall pay for a sewer line extending from the west side of Route 37 to the east side of Route 37 and two stubs be placed, one facing north and one facing south and a new manhole be put in place, plus a connecting line to the house and that the petitioner shall acquire all easements and submit plans pending approval of the Department of Public Utilities. Seconded by Mr. Moran. Motion carried unanimously.

Respectfully submitted,

HANK S. MORAN Chairman

JANET D. BUTERA

BARRY J. CONNELL



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CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

June 6, 1989

Honorable Mayor Joseph H. Sauer
Honorable Members of the Common Council

Re: Request for Water Extension - Meadowbrook Road

The committee regarding the above captioned matter met on May 24, 1989. In attendance were committee members Cresci and Cassano. Also attending were Jack Schweitzer, William Buckley, Louis Charles, ex-officio and the petitioner Lisa Nazzaro.

It is the recommendation of this committee that the petition be granted with the following conditions and restrictions:

1. The petitioner shall bear all costs relative to the installation of said water extension.
2. The petitioner shall submit as-built drawings of this extension, prepared by a licensed Connecticut Land Surveyor, for approval by the City Engineer.
3. Detailed Engineering Plans and Specifications are to be approved by the City Engineer and the Superintendent of Public Utilities prior to the start of construction.
4. If required, a Warranty Deed in a form satisfactory to the Corporation Counsel shall be executed by the petitioner conveying to the City, all right, title, interest and privileges required hereunder, and said Deed shall be held in escrow for recording upon completion of installation.
5. That upon completion of installation, title to said water line within City streets, and any necessary documents be granted to the City in a form which is acceptable to the City Engineer and Corporation Counsel.
6. The petitioner shall convey ownership of and easements to all or such portions of the water lines as the City Engineer's Office determines are of potential benefit to other landowners in the City.

7. No Certificate of Occupancy shall be issued until
the above requested forms, documents, plans, etc. are received
and the City owns the extended water lines.

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8. This approval shall expire eighteen (18) months
following the date of Common Council action.

Respectfully submitted,

ARTHUR CRESCI, Chairman

ANTHONY CASSANO

LOVIE D. BOURNE



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

July 26, 1989

Honorable Mayor Joseph Sauer
Honorable Members of the Common Council

RE: **TIME EXTENSIONS SEWER & WATER
WOODLAND CONSTRUCTION - TERRACE HEIGHTS SUBDIVISION
Item #43, June 1989**

The committee charged to review the above met on July 19, 1989, at 7:16 P.M. in the fourth floor lobby of City Hall. In attendance were committee members L. Bourne and J. DaSilva. B. Connell was unable to attend. Also attending were Attorney Neil Marcus representing the petitioner; and Sup. of Public Utilities, William Buckley.

Atty. Marcus explained that Woodland Construction is the new owner of the above 10-lot subdivision and that previously the City of Danbury granted approval to the prior owner of the property to allow the extension of municipal water and sewer lines to service the subject property. The approval of the extension for sewer expired on 8/3/88; and water on 11/5/88. Additionally, the petitioner is requesting for the first time an additional sewer and water extension for an 11th lot. These items are outlined in a Planning Department obtained map entitled, "Resubdivision Map, Terrace Heights - Lot 9, Danbury, CT; Scale 1" = 40'; Total Area: 0.966 AC; Zone: RA-20; November 30, 1988; by Paul M. Fagan, dated 11/30/88."

Mr. Buckley said that he had no problem with either the old or new request.

The Planning Commission at its meeting of June 21, 1989, voted a positive recommendation as in regards to the extension of time for the original extension. As such, Mr. DaSilva moved to recommend approval for extension of time for the original sewer and water extension. Seconded by L. Bourne. Passed unanimously.

As the Planning Commission has not made a recommendation for the 11th lot, Mr. DaSilva made the following motion: Moved to recommend approval of the sewer and water continuation pending Planning Commission approval subject to Woodland Construction adhering to the following eight steps:

- (1) The petitioner shall bear all costs relative to the installation of said sewer and water extension.
- (2) The petitioner shall submit as-built drawings of this extension, prepared by a licensed Connecticut Land Surveyor, for approval by the City Engineer.

- (3) Detailed Engineering Plans and Specifications are to be approved by the City Engineer and the Superintendent of Public Utilities prior to the start of construction.
- (4) If required, a Warranty Deed in a form satisfactory to the Corporation Counsel shall be executed by the petitioner conveying to the City, all right, title, interest and privileges required hereunder, and said Deed shall be held in escrow for recording upon completion of installation.
- (5) That upon completion of installation, title to said sewer and water line within City streets, and any necessary documents be granted to the City in a form which is acceptable to the City Engineer and Corporation Counsel.
- (6) The petitioner shall convey ownership of and easements to all or such portions of the sewer and water lines as the City Engineer's Office determines are of potential benefit to other landowners in the City.
- (7) No Certificate of Occupancy shall be issued until the above requested forms, documents, plans, etc. are received and the City owns the extended sewer and water lines.
- (8) This approval shall expire eighteen (18) months following the date of Common Council action.

L. Bourne moved to adjourn at 7:25 P.M., seconded by Mr. DaSilva. Motion passed unanimously.

Respectively submitted,



Lovie Bourne, Chair
LDB/eos

Joseph DaSilva

Barry Connell



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

August 1, 1989

Honorable Mayor Joseph H. Sauer
Honorable Members of the Common Council

Re: Curfew at Rogers Park

The ad hoc committee appointed to review the curfew at Rogers Park met on Thursday, July 20, 1989 at 7:30 P.M. in Room 432 in City Hall. In attendance were committee members Connell and Flanagan. Also attending were Council Members Fazio, Danise, Charles and Moran, Lt. Sullo from the Police Department and residents from the Glen Apartments.

Discussion followed with Mr. Fazio suggesting that resident permits for parking lots be looked into by Mr. Ryerson and that the Engineering Department along with the Traffic Engineer study the possibility of making Rogers Park by the Pond a dead end.

It should be noted that at the last meeting of May 17, 1989 the following recommendations were made and completed with No Parking signs and curfew signs installed. Lt. Sullo stated that repainting both sides of the street will take place in a couple of weeks.

Mr. Flanagan made a motion that Mr. Ryerson propose establishing residency permits for parking in Rogers Park from May 15, to September 15 and also have the Engineering Department along with the Traffic Engineer look into redefining Rogers Park Road by the Glen Apartments to limit traffic beyond the Junior High School. Seconded by Mr. Connell. Motion carried unanimously.

Respectfully submitted,

BARRY J. CONNELL, Chairman

STEPHEN T. FLANAGAN

ARTHUR CRESCI



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

August 1, 1989

Honorable Mayor Joseph H. Sauer
Honorable Members of the Common Council

Re: Lot #103, 103 Lakeview Avenue

The ad hoc committee appointed to review Lot #103, 103 Lakeview Avenue met in Room 432 in City Hall on July 19, 1989 at 7:00 P.M. In attendance were committee members Moran and Charles. Also in attendance was William Buckley, Eric Gottschalk, Esq., and Samuel T. Rost, Esq.

Mr. Buckley was not on the original call for this committee but had requested that he be informed of the date prior to the meeting since he had knowledge of pending State requirements which would be valuable to the committee's recommendation to the Common Council. Mr. Moran recognized the fact that Mr. Buckley and Mr. Schweitzer had conferred on this matter. Mr. Buckley stated that both Public Utilities and the Engineering Department felt that it would be in the best interest of the City of Danbury to acquire this land based upon possible future State requirements to assume control of private utility services where they cannot maintain their service in a timely manner.

Mr. Charles made a motion that this committee recommend to the Common Council that the City of Danbury accept the land, retain said property for future use and that all documents be referred to the Corporation Counsel and the Attorney for the donor. Seconded by Mr. Moran. Motion carried unanimously.

Respectfully submitted,

HANK S. MORAN, Chairman

LOUIS T. CHARLES

ROGER M. BUNDY



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

PROGRESS REPORT

August 1, 1989

Honorable Mayor Joseph H. Sauer
Honorable Members of the Common Council

Re: Hispanic Cultural Society

The ad hoc committee appointed to review the request of the Hispanic Cultural Society to carry over money under spent from the 1987-88 grant into fiscal year 1989-90 met on July 3, 1989 at 11:00 A.M. in Room 432 in City Hall. In attendance were committee members Regan, Flanagan and Bundy. Also in attendance were Dominic Setaro and Diana Burgos.

Mr. Setaro explained that of the \$4,942.62 extra monies supposedly left over, \$3,000 has been allocated for payment of an audit.

Mrs. Burgos had a letter which stated that the Hispanic Cultural Society had spent \$33,180 leaving \$6,820 of their grant unspent. The reason for this was that one job position was not filled.

Mr. Flanagan made a motion to table any action until a year end audit is available. Seconded by Mr. Regan and passed unanimously.

Respectfully submitted,


ARTHUR D. REGAN, Chairman


STEPHEN T. FLANAGAN


ROGER M. BUNDY



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

PROGRESS REPORT

August 1, 1989

Honorable Mayor Joseph H. Sauer
Honorable Members of the Common Council

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Mr. Flanagan made a motion to table any action until a year end audit is available. Seconded by Mr. Regan and passed unanimously.

Respectfully submitted,

ARTHUR D. REGAN, Chairman

STEPHEN T. FLANAGAN

ROGER M. BUNDY



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CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

COMMON COUNCIL

PROGRESS REPORT

August 1, 1989

Honorable Mayor Joseph H. Sauer
Honorable Members of the Common Council

Re: Request for Sewer Extension - Southern Boulevard and Terre Haute Road

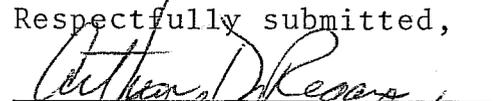
The ad hoc committee appointed to review the request for sewer extension at Southern Boulevard and Terre Haute Road met on July 19, 1989 at 6:30 P.M. in Room 432 in City Hall. In attendance were committee members Regan and Zotos. Also attending were William Buckley, Neil Marcus, Esq., and Council Members Moran and Charles, ex-officio.

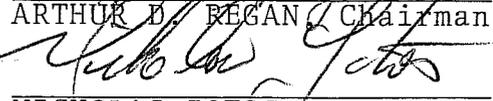
Mr. Buckley explained that the requested sewer extension is outside the area the City sewer system is designed to service. He also stated that for health, safety and environmental reasons this area should be serviced with City water and sewer. Mr. Buckley suggested that the committee approve a gift from the developer of up to \$2,000 to pay for a study to determine the improvements needed to the sewer system to service this area. This study is needed by Mr. Buckley to make an accurate report to both the Planning Commission and the developer on improvements needed to the existing sewer lines to service this area.

Mr. Buckley explained that the Planning Commission is waiting for his report before they make a recommendation. If the developer does not pay for the study he would have to pay for it out of sewer fund money.

Mr. Zotos made a motion to table this matter until the committee receives a report from the Planning Commission. Seconded by Mr. Regan. Motion carried unanimously.

Respectfully submitted,


ARTHUR D. REGAN, Chairman


NICHOLAS ZOTOS


ARTHUR CRESCI



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

PROGRESS REPORT

July 26, 1989

Honorable Mayor Joseph Sauer
Honorable Members of the Common Council

RE: **PARKING GARAGE REFERENDUM**

The committee charged to review the above met on July 19, at 7:30 P.M., in the Fourth Floor Lobby of City Hall. In attendance were: Committee Members, L. Bourne and J. DaSilva (M. Danise could not attend); Acting Director of Finance, D. Setaro, and Assistant Corporation Counsel, E. Gottschalk.

The Chair began the meeting by stating that a notice had been mailed to the Parking Authority members calling for this meeting on July 11th. On July 18th, the Parking Authority Executive Director called the chair to ask that the meeting be cancelled (see letter attached), due to the authority awaiting updated financial projections from their accounting firm, and also that several board members were unable to attend.

In order for this issue to go before the voters in November, the Council must adopt an ordinance 60 days prior to the election. At the meeting it was expressed that the Board's reasoning to await updated projections was not a valid reason for not meeting with the subcommittee. Mr. DaSilva recommended that the subcommittee give alternative dates to the Parking Authority. After the checking of all calendars the dates of 7/27, 8/1, or 8/2 were recommended. The Parking Authority has as of July 25, turned down the 7/27 date. (please see letter attached from subcommittee chairman).

Per D. Setaro, bond counsel has advised that due to the fact that City Trust will have more than 10% of the allotted garage spaces, the bond issue fails the tax-exempt test which means that the bonding percentage rates will be higher.

In conclusion there has been no progress to date on this issue, for without the Parking Authority's cooperation and willingness to sit down, negotiate and discuss the issue, this project cannot and will not move further.

Respectfully submitted,

Lovie Bourne, Chair
LDB/eos
Attachments

Joseph DaSilva

Mari Ann Danise

JOHN MCGARRY
LOUIS NAJAMY
ROSEMARIE BOUCHER
FRANK CAPIELLO
PETER DAMIA
CHARLES A. BARDO, EXECUTIVE DIRECTOR



ADDRESS ALL COMMUNICATIONS
TO BUSINESS OFFICE:
2 NATIONAL PLACE
DANBURY, CONN. 06810
(203) 748-6423

PARKING AUTHORITY
CITY OF DANBURY
DANBURY, CONN. 06810

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Lovie D. Bourne Chairman
Common Council Committee
City Hall
Danbury, CT 06810

July 19, 1989

The Parking Authority at a Special Meeting held Monday, July 19, 1989 at 4:00 P.M. discussed the Library Place Garage Project. Discussion covered financing the project and the meeting with the Common Council Committee scheduled for Wednesday, July 19, 1989 at 7:30 P.M. at City Hall.

The Parking Authority is awaiting figures from Adams & Company to update projections on both Revenue and Operating costs for the Project, as well as various options on financing. Also several Parking Authority board members are unable to attend the Wednesday meeting due to previous plans.

In view of this, the Board instructed the Executive Director to request Ms. Bourne to cancel the meeting. Tuesday morning the Executive Director called the City Clerk's Office, obtained the phone number for Ms. Bourne, called and left a message on her answering machine.

Wednesday morning, Ms. Bourne called the Parking Authority office and stated she would not cancel the Committee meeting. The Executive Director explained the reasons, however her feelings were that any delays would throw off the timetable for the referendum.

Since all decisions are made by the Parking Authority Board, the Executive Director has no authority to meet with the Common Council Committee.

Very truly yours,

CHARLES A. BARDO
EXECUTIVE DIRECTOR

cc: Mayor Sauer
Corporation Counsel
D. Setaro
James Nimmons



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

HAND DELIVERED

July 20, 1989

TO: Danbury Parking Authority Board Members
John McGarry, Louis Najamy, Rosemarie Boucher
Frank Capiello, Peter Damia

RE: **PARKING GARAGE REFERENDUM – NOVEMBER'S BALLOT**

At the Common Council subcommittee meeting held last night, July 19, at which no Parking Authority Board members attended, a recommendation was made to give the Board another opportunity to meet with the subcommittee. Calendars were checked and committee members, Corporation Counsel, and the Acting Director of Finance are available as follows:

the afternoon of 7/27, 8/1, or 8/2.

At the meeting, it was expressed that the Board's reasoning to await for updated projections from Adams & Co., is not an adequate reason for not meeting with the subcommittee to address how the Parking Authority will payback the bonding.

The subcommittee chairman has been told by sources that the Parking Authority Board does not want this issue to appear on the November ballot; and that some Board members have no intention of working with the subcommittee to achieve this goal. I would hope that the information I have received is erroneous.

Please advise the City Clerk's office (797-4515) of whether you will attend either of the three meeting dates listed as soon as possible so that proper notice can be given. If you choose 7/27, advise the City Clerk's office by the morning of 7/25; and if you choose 8/1 or 8/2, please advise the City Clerk's office by 4:30 P.M. on 7/27.

Sincerely,

Lovie D. Bourne
Subcommittee Chairman

ldb/eos

cc: Mayor Joseph Sauer
Eric Gottschalk, Assistant Corporation Counsel
Dominic Setaro, Acting Director of Finance
James Nimmons, Michael Fazio, & Gene Eriques, Council Leadership
Joseph DaSilva, Subcommittee Member
Mari Ann Danise, Subcommittee Member
Charles Bardo, Parking Authority, Executive Director



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

July 27, 1989

COMMON COUNCIL

Honorable Mayor Joseph Sauer:

Honorable Members of the Common Council:

The Committee appointed to review the agreement between Business Systems Inc., an affiliate of Danbury Hospital and the City of Danbury met on July 27, 1989 in the forth floor lobby at 7:30 P.M. in City Hall. In attendance were committee members Enriquez and Fazio. Also in attendance were Fire Chief Tony Largarto, Ambulance Supervisor Mike Esposito, David Schlager, Director of Operations for Danbury Hospital, James Cooper of Danbury Hospital and Eric Gotshalk, Assistant Corporation Council.

It was noted at the opening of the meeting that this matter had come before the council as an add on to the July agenda with short notice and little time available to review the agreement and additional proposal prior to the expiration of the existing contract. It was also noted that council having already extended the agreement for an additional month ending July 31st may wish to persue a monthly extension while awaiting the final outcome of negotiations that are expected to bring the paramedic service into the city fire department.

Mr. Enriquez questioned the Chief as to there being any concern on the part of the fire department utilizing outside paramedic services. The chief outlined the position of current negotiations to bring the paramedic service into the department. He further stated that there is hope for the process to be complete by October.

Further discussion revolved around language changes requested by the Fire Department before approving a 6 month extension contract. These changes centered on areas of administration. (see attached agreement and proposed changes) Mr. Schlager indicated that while he saw no reason for the hospital to object to the requested language changes, he was not prepared to say yes or no at this time.

It was the opinion of the committee that these changes should be discussed by the hospital and the city with a final submission to be made to the council for its regular meeting.

It is also the opinion of the committee that since the arbitration award is due October 17, 1989 with transfer of the paramedic service to the Fire Department possible at that time it would not be appropriate for the committee to review any new proposals for this service at this time as it would not be in the cities best interest to enter a long term agreement until such time that the negotiations with the fire fighters are concluded. The council may wish to review new proposals at that time should the service not be placed in the fire department and may wish to request that the Mayor seek such proposals from any interested providers.

Mr Enriquez made a motion that the committee recommend that the Council approve the extension of the existing contract for an additional 6 months pending approval and clarification of the language changes by corporation counsel and the hospital.

Respectfully submitted,



Michael S. Fazio, Chairman

Gene Enriquez

James Nimmons



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

August 1, 1989

Honorable Mayor Joseph H. Sauer
Honorable Members of the Common Council

Re: Scale House Lease to Downtown Special Services
District

The Common Council Committee appointed to review a lease for the Scale House met on July 27, 1989 at 7:30 P.M. in Room 432 in City Hall. In attendance were committee members Shaw and Zotos. Also attending were Felice Plain and Rick Gottschalk, Esq.

After discussion Mr. Zotos made a motion to recommend approval of a ten (10) year lease at \$1 per year. The Downtown Special Services District will be responsible for utilities. Mr. Gottschalk said that scheduled use of the building as a tourist information center would have negligible effect on the City's present liability insurance. The lease further stipulates that if this Downtown Special Services District should dissolve the remainder of the lease would be null and void. Motion was seconded by Mr. Shaw. Motion carried unanimously.

Respectfully submitted,

WILLIAM H. SHAW

NICHOLAS ZOTOS

ARTHUR CRESCI

AGREEMENT

THIS AGREEMENT made and entered into this 1st day of July, 1989, by and between the City of Danbury, a municipal corporation located in Fairfield County, Connecticut and organized and existing under the laws of the State of Connecticut, acting herein by Joseph H. Sauer, Jr., its Mayor, hereunto duly authorized, hereinafter designated as the "CITY" and BUSINESS SYSTEMS, INC., an affiliate of The Danbury Hospital, and a corporation organized and existing under the laws of the State of Connecticut, acting herein by Malcolm D. Crawford, its Secretary-Treasurer, hereunto duly authorized and hereinafter designated as "BSI".

WHEREAS, the CITY wishes to continue a system of paramedic service for the citizens of the City of Danbury; and

WHEREAS, BSI wishes to assist the CITY in providing such a service;

NOW, THEREFORE, for the consideration herein stated the parties do hereby agree as follows:

1. This Agreement shall be in effect beginning on the date hereof and terminating on December 31, 1989.

2. BSI shall:

a. Employ 4.8 full-time equivalent State-certified paramedics and shall during the term hereof provide high quality paramedic service within and for the City of Danbury.

b. Cause the said paramedics to be trained, certified and supervised both administratively and medically by and under the direction of the Emergency/Primary Care Department of The Danbury Hospital.

CHANGE TO READ

B. Cause the said paramedics to be trained, certified and supervised both administratively and medically by and under the direction of the Emergency/Primary Care Department of the Danbury Hospital. Said paramedics while on duty for the City of Danbury, Fire Department as a paramedic will also be supervised by the Ambulance Supervisor and ~~any~~ *any* Officer of the Danbury Fire Department. *AND ANY OFFICER IN CHARGE OF STATION*

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c. Assure that continued employment of all paramedics shall be contingent upon their acceptable performance as determined by the Emergency/Primary Care Department of The Danbury Hospital. It is agreed, however, that for good cause shown the CITY may require the replacement of any paramedics who fail to perform the services contemplated hereunder in a satisfactory manner. ^{Medical}

d. Assure that all paramedics dispatched on advanced life support calls shall assume medical control responsibilities at the scene consistent with their role as the most highly trained EMS providers at the site of the emergency.

e. Furnish to the CITY all data necessary to enable the CITY to bill patients benefiting from the paramedic service, should the CITY wish to do so.

3. The CITY shall:

a. Pay to BSI Eighty-four Thousand, Nineteen Dollars (\$84,019.00) representing the cost of providing said paramedic service as established in the attached Schedule A for a period of six (6) months. Payments hereunder shall be made in six (6) equal monthly payments in advance.

b. Provide accommodations for all paramedics while on duty. Said accommodations shall be at Danbury Fire Department Headquarters or at such other location or locations as may be mutually acceptable.

c. Dispatch paramedics with Danbury Fire Department ambulances.

d. Provide and maintain at least one vehicle and any and all equipment which may be required to provide paramedic service. All such necessary equipment and materials are itemized in the attached Schedule B.

CHANGE TO READ

C. Assure that continued employment of all paramedics shall be contingent upon their acceptable **medical** performance as determined by the Emergency/Primary Care Department of the Danbury Hospital. (It is also agreed, that continued employment of all paramedics shall be contingent upon their acceptable on the job performance as determined by the Danbury Fire Department and the City of Danbury. *5 Hosp?*)

4. On or before December 1, 1989 the parties hereto shall meet and determine whether or not and upon what terms the provisions hereof shall be renewed.

5. Nothing herein shall prevent BSI or any other affiliate of the Dan-Hosp Corporation from subsequently seeking its own license for the purpose of providing paramedic intercept and/or transport services to other towns within the catchment area of Danbury Hospital.

6. Both parties agree to work collaboratively to provide the most rapid, efficient and medically responsive paramedic system possible.

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

Signed, sealed and delivered
in the presence of:

CITY OF DANBURY

Eric L. Gottschalk

By: _____
Joseph H. Sauer, Jr.
Its Mayor

BUSINESS SYSTEMS, INC.

By: _____
Malcolm D. Crawford
Secretary-Treasurer

OPERATING BUDGET PARAMEDIC INTERCEPT

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SIX MONTH CONTRACT
JULY 1, 1989 - DECEMBER 31, 1989

<u>SALARY EXPENSES:</u>	<u>PARAMEDIC 4.8 FTE</u>	<u>SECRETARY .5 FTE</u>	<u>TOTAL</u>
SALARY	\$57,200	\$4,883	\$ 6,289
FRINGE (20)	10,532	974	11,506
REPLACEMENT (250 HRS/FTE)	<u>6,330</u>	<u>- 0 -</u>	<u>6,330</u>
	\$74,062	\$5,857	\$79,919
 <u>NON-SALARY EXPENSES:</u>			
UNIFORMS	\$ 1,500	- 0 -	\$ 1,500
RECERTIFICATION	900	- 0 -	900
ADMINISTRATION	<u>1,700</u>	<u>- 0 -</u>	<u>1,700</u>
TOTAL NON-SALARY	\$ 4,100	- 0 -	\$ 4,100
 TOTAL	 <u>\$78,162</u>	 <u>\$ 5,857</u>	 <u>\$84,019</u>

PROVIDED BY PARAMEDIC UNIT

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- A. Portable, battery operated Monitor - Defibrillator with strip recorder, quick-look feature paddles and electrodes.
- B. Pediatric size Defibrillator Paddles.
- C. TAM unit
- D. Radio communication/portable with Emergency Department.
- E. E.O.A.
- F. Anti-shock trousers.
- G. Endotracheal tubes and laryngoscope with straight and curved blades in appropriate sizes.
- H. Trauma kit and drug box.
- I. Backboard, straps, sandbags and blanket roll.
- J. Stiffneck collar set.
- K. Stethoscope and blood pressure cuffs adult and pediatric sizes.
- L. Pediatric ambu bag.
- M. Portable oxygen.
- N. Oxygen masks and cannulas.

- A. 5% Dextrose In water 500cc bags 10 bags
- B. Ringers Lactate 1000cc bags 10 bags
- C. Micro and Macro Drip Infusion Sets 10 sets each size
- D. Jelcos 14 - 22 gauge 1 box each gauge
- E. Vacutainer Tubes green top 12 tubes
- F. Vacutainer Barrels 4 barrels
- G. Vacutainer IV Adaptors 1 box
- H. Syringes 3, 5, 10cc 1 box
- I. Needles 20, 25, 19 gauge 1 box each size
- J. Tubex Syringes 2 tubexs

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Aromatic Ammonia	2 Boxes
Aminophyllin 500mg/20ml	4 Vials
Atropine 1mg/10ml Bristojects	5 Bristojects
Bretylium 50mg/1ml 10 ml Amps	4 Vials
Dextrose 50% 25Gm/10ml Bristojects	5 Bristojects
Diazepam 10mg/2ml	2 Vials
Diphenhydramine 50mg/1ml	5 Tubex's
Dopamine 200mg/5ml	6 Vials
Epi Pen .3 & .15 mg	3 pens each size
Epinephrine 1:10,000 1mg/10ml Bristoject	5 Bristojects
Furosemide 20mg/2ml	4 Vials
Isoproterenol 1mg/5ml	4 Vials
Lidocaine 20% 2Gm Bristojects 200mg/ml	4 Bristojects
Lidocaine 50mg/5ml Bristojects	5 Bristojects
Morphine Sulphate 4mg/ml	2 Tubex's
Nalaxone 2mg/2ml	6 Vials
Nitroglycerin 1/200 25 tabs/bottle	1 Bottle
Sodium Bicarbonate 50mEq/50ml Bristoject	5 Bristojects
Syrup of Ipecac 15ml	6 Bottles
Verapamil 10mg vial	2 Vials