

COMMON COUNCIL MEETING

DECEMBER 5, 1989

Meeting to be called to order at 8:00 P.M. by the Honorable Mayor Gene F. Eriquez

PLEDGE OF ALLEGIANCE

PRAYER

ROLL CALL

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

20 Present 1 Absent

CONSENT CALENDAR

The Consent Calendar was presented by

MINUTES - Minutes of the Common Council Meeting held November 9, 1989 and the Special Common Council Meeting held November 20th. The Minutes were

- ✓1 ORDINANCE - Local Tax Relief for the Elderly
- ✓2 ORDINANCE - Building Demolitions
- ✓3 ORDINANCE - Building Code Review
- 4 RESOLUTION - Concerning the Development of Specific Resource Recovery Project Specifications and Site Data for HRRRA Communities
- ✓5 RESOLUTION - Tarrywile Park Project
- ✓6 COMMUNICATION - Appointment of Assistant Corporation Counsels
- ✓7 COMMUNICATION - Appointment of Representative and Alternate to HRRRA
- ✓8 COMMUNICATION - Reappointment to the Aviation Commission
The Communication was
- ✓9 COMMUNICATION - Governmental Entity Review and Investigation Committee
- ✓10 COMMUNICATION - Representatives to Police and Fire Pension Boards
- ✓11 COMMUNICATION - Donation to the Department of Elderly Services
- ✓12 COMMUNICATION - Donation to the Library
- ✓13 COMMUNICATION - Children's Christmas Fund
- ✓14 COMMUNICATION - Driftway Ridge Subdivision, Driftway Road

- ✓ 15 COMMUNICATION - Damaged Traffic Signal Equipment

- ✓ 16 COMMUNICATION - Request for the installation of a convex reflective mirror on Weindorf Lane

- ✓ 17 COMMUNICATION - Education Budget and Review Committee

- ✓ 18 COMMUNICATION - Transfer of Funds - Communications Supervisor

- ✓ 19 COMMUNICATION - Charter Revision Commission

- ✓ 20 COMMUNICATION - Request for committee regarding benefits for Volunteer Firefighters

- ✓ 21 COMMUNICATION - West Side Sewer Interceptor Design Report

- ✓ 22 COMMUNICATION - Complaint regarding abandoned building on Spring Street

- ✓ 23 COMMUNICATION - Petition from residents of Chambers Road

- ✓ 24 COMMUNICATION - Request for Sewer and Water Extension - Orchard Park Subdivision

- ✓ 25 COMMUNICATION - Lease between Victorian Associates and City of Danbury - 403 Main Street

- ✓ 26 COMMUNICATION - Lease between City of Danbury and FAA - Weather Observation System

- ✓ 27 COMMUNICATION - Lease between the City of Danbury and Suburban Communications

- ✓ 28 COMMUNICATION - Lease between the City of Danbury and Patrick and Eleanor Tisano

- ✓ 29 COMMUNICATION - Fire Department request regarding Ambulance

- ✓ 30 COMMUNICATION - Abandonment and/or Discontinuance of "Old Never-sink Road" - Petition of Leo and Marlene Masuret

- ✓ 31 COMMUNICATION - Stanley/Sholtes Subdivision

- ✓ 32 COMMUNICATION - Adoption of an Ordinance restricting Parking

- ✓ 33 COMMUNICATION - Maintenance of Aerial Ladder Truck and the Consideration of purchasing two ambulance chassis

- 34 COMMUNICATION - Revisions to Ordinance Section 17-55 - Bond Requirements

- ✓ 35 COMMUNICATION - Report from Corporation Counsel regarding Tanglewood Drive and Catalpa Drive

- ✓ 36 COMMUNICATION - Water Main - Old Sherman Turnpike

- ✓ 37 COMMUNICATION - Heritage Estates, Centennial Drive

- ✓ 38 COMMUNICATION - Request for Repaving of Fairmount Drive

- ✓ 39 COMMUNICATION - Sewer Assessment - 86 Golden Hill Road

- ✓ 40 COMMUNICATION - Report from Planning Commission on FCI Sewer Line Transfer

- ✓ 41 COMMUNICATION - Request for committees on Re-evaluation and on real estate tax freeze for retired people

- ✓ 42 COMMUNICATION - Acceptance of College Park Drive

- ✓ 43 COMMUNICATION - Request for Water Extension - Sunset Drive

- ✓ 44 COMMUNICATION - Request for Sewer and Water Extensions - Eagle Road

- ✓ 45 COMMUNICATION - Request for modification of Water Extension

- ✓ 46 COMMUNICATION - Request for Water Extension - 13 Belmont Circle

- ✓ 47 COMMUNICATION - Request for Sewer Extension - Third Street

- ✓ 48 COMMUNICATION - Request for Sewer and Water Extension - 04 South Street

- ✓ 49 COMMUNICATION - Request for Extension of Time - Broad Street

- ✓ 50 COMMUNICATION - Additional Funds for Insurance and Uninsured Worker's Compensation

- ✓ 51 COMMUNICATION - Scale House Lease

- ✓ 52 COMMUNICATION - Request for Funds for Snow Plow for Airport

- ✓ 53 COMMUNICATION - Property Complaint - Great Meadow Road

- ✓ 54 COMMUNICATION - Palanzo Water Service, Middle River Road

- ✓ 55 COMMUNICATION - 103 and 101 Lakeview Avenue

- ✓ 56 COMMUNICATION - Reports from Planning Commission and Engineering regarding Maple Avenue - Carvalho

- ✓ 57 COMMUNICATION - Property of Stanley Bernstein - Mountainville Avenue

- ✓ 58 COMMUNICATION - Hillandale Sewer Assessments - Appeals

- ✓ 59 COMMUNICATION - Request for review of Sewer and Water Approvals

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DEPARTMENT REPORTS - Public Works, Fire Chief, Fire Marshall, Police, Airport, Building, Parks and Recreation

REPORT - Request for Sewer and Water Extension - South Street and Shelter Rock Road

REPORT - Sewer and Water Extensions - 11-13 Mannions Lane

REPORT - Sewer and Water Extensions - 22 South Street

REPORT - DePalma Lane - Sewer Extension

REPORT - Scattered Site Housing

REPORT - Mayor's Task Force on Recycling

COMMUNICATION - Overtime Account Projected Shortage - Fire Department

COMMUNICATION - Appointment to Housing Authority

Resolution - grant - prevention + Treatment of Substance abuse and Enforcement of Drug laws

PUBLIC SPEAKING SESSION

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

CONSENT CALENDAR

December 5, 1989

- 9 - Communication - Governmental Entity Review and Investigation Committee
- 35 - Communication - Report from Corporation Counsel regarding Tanglewood Drive and Catalpa Drive
- 56 - Communication - Reports from Planning Commission and Engineering regarding Maple Avenue - Carvalho
- 57 - Communication - Property of Stanley Bernstein - Mountainville Avenue (deny request)
- 61 - Report - Request for Sewer and Water Extension - South Street and Shelter Rock Road
- 62 - Report - Sewer and Water Extensions - 11-13 Mannions Lane
- 63 - Report - Sewer and Water Extensions - 22 South Street
- 64 - Report - DePalma Lane - Sewer Extension

65
#3 Admin

COMMON COUNCIL - ROLL CALL

<u>NAME</u>	<u>YES</u>	<u>NO</u>
MICHAEL S. FAZIO	✓	
RICHARD KILCULLEN		
MICHAEL FALZONE	✓	
BERNARD GALLO	✓	
EILEEN COLADARCI	✓	
JOAN M. MACK	✓	
MOUNIR A. FARAH		✓
DEAN M. ESPOSITO	✓	
NICHOLAS ZOTOS	✓	
D. GOGLIETTINO	✓	
JOSEPH DASILVA	✓	
JOHN ESPOSITO	✓	
STANFORD SMITH	✓	
ANTHONY J. CASSANO	✓	
LOUIS T. CHARLES	✓	
DONALD BOUGHTON	✓	
ERNEST BOYNTON	✓	
JANET D. BUTERA	✓	
ARTHUR D. REGAN	✓	
JOHN SCOZZAFAVA	✓	
THOMAS VALERI	✓	

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of cake

COMMON COUNCIL - ROLL CALL

<u>NAME</u>	<u>YES</u>	<u>NO</u>
MICHAEL S. FAZIO	✓	
RICHARD KILCULLEN		
MICHAEL FALZONE	✓	
BERNARD GALLO		✓
EILEEN COLADARCI	✓	
JOAN M. MACK	✓	
MOUNIR A. FARAH		✓
DEAN M. ESPOSITO	✓	
NICHOLAS ZOTOS	✓	
D. GOGLIETTINO	✓	
JOSEPH DASILVA	✓	
JOHN ESPOSITO		✓
STANFORD SMITH	✓	
ANTHONY J. CASSANO		✓
LOUIS T. CHARLES		✓
DONALD BOUGHTON		✓
ERNEST BOYNTON	✓	
JANET D. BUTERA		✓
ARTHUR D. REGAN	✓	
JOHN SCOZZAFAVA	✓	
THOMAS VALERI	✓	
	13 yes	7 no

CONSENT CALENDAR

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- appointment of Governmental Review & Investigation Comm.
~~- Transfer of \$400.00 to Training Course for Fire dispatchers~~

- Report from Corp. Counsel on Tanglewood and Catalpa Drives
no action at this time

Planning

- Reports from P.C. and Engineering on Maple Ave - ~~Carvalho~~ request - Deny
- Deny request to exchange properties on Mountainville Ave
- Approval of Sewer + Water extension on South St + Shelter Rock Pl.
- Approval of Sewer + Water extension on 11-13 Mannings Lane
- Approval of Sewer + Water extension on 22 South St.
- Approval of Sewer extension on De Palma Lane



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

(203) 797-4511

December 4, 1989

Honorable Members of the Common Council

Dear Council Members:

To effect one of the key issues I had addressed prior to my election, attached is a copy of a letter from our Assessor and a copy of the proposed ordinance amendment outlining revisions to Section 18-12 of the Code of Ordinances pertaining to local tax relief for our senior citizens.

The proposed ordinance revision for this tax credit program will increase the income limits by \$3,000 above State limits for individuals and married couples. This provision will allow more of our elderly, citizen, taxpayers to become eligible for tax credits. In addition, the flat rate tax credits are proposed to increase from \$250 to \$300 for individuals and from \$350 to \$400 for married couples.

This two-pronged approach will serve an estimated 600 qualified taxpayers through our program. We must act quickly to provide tax relief for those citizens who have invested their lives in Danbury so that they can remain here in Danbury as a vital resource to our community.

Thank you for your consideration.

Sincerely,

Gene F. Enriquez
Mayor



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

OFFICE OF ASSESSOR
797-4556

ANNE T. DeFLUMERI, C.C.M.A.
ASSESSOR

November 28, 1989

Jimetta Samaha
Assistant City Clerk
City of Danbury

Dear Jimetta:

Attached please find proposed amendment showing changes to Section 18-12 of the Code of Ordinances for the City of Danbury with regard to local option tax relief for the elderly.

This amendment should be entered on the agenda for the December meeting of the Common Council.

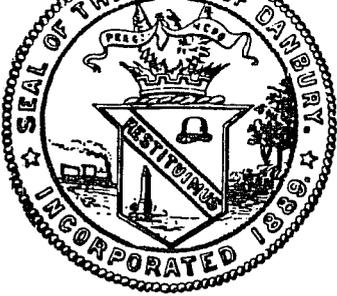
Thank you for your cooperation.

Very truly yours,

Anne T. DeFlumeri, C.C.M.A.
Assessor

CC:

Mayor G. Eriquez
Comptroller D. Setaro
Ass't. Corp. Counsel E. Gottschalk



ORDINANCE

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CITY OF DANBURY, STATE OF CONNECTICUT COMMON COUNCIL

Be it ordained by the Common Council of the City of Danbury:

THAT subsection 18-12(b) of the Code of Ordinances of Danbury, Connecticut is hereby amended to read as follows:

Any person who owns real property in the City of Danbury or is liable for the payment of taxes thereon, pursuant to Section 12-48 of the Connecticut General Statutes, and who occupies the property as a principal residence shall be entitled to a credit of up to three hundred dollars (\$300.00) if single, or to a credit of up to four hundred dollars (\$400.00) if married, on the real estate tax bill, provided the following conditions are complied with:

(1)(i) Such person is sixty-five (65) years of age or over at the close of the previous calendar year, or his or her spouse is sixty-five (65) years of age or over at the close of the previous calendar year and resides with such person, or such person is sixty (60) years of age or over and the surviving spouse of a taxpayer qualified for tax credit under this section at the time of his or her death; or

(ii) such person is under age sixty-five and eligible in accordance with applicable federal regulations to receive permanent total disability benefits under Social Security, or has not been engaged in employment covered by Social Security and accordingly has not qualified for benefits thereunder, but has become qualified for permanent total disability benefits under any federal, state or local government retirement or disability plan, including the Railroad Retirement Act and any government-related teacher's retirement plan, in which requirements with respect to qualifications for such permanent total disability benefits are comparable to such requirements under Social Security.

(2) Such person must have a principal residence located in Danbury and must have paid taxes in Danbury for one year immediately preceding his or her receipt of tax benefits hereunder.

(3) The property for which the credit is claimed must be the primary legal residence of such person and occupied more than one hundred eighty-three (183) days of each calendar year.



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ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT COMMON COUNCIL

Be it ordained by the Common Council of the City of Danbury:

(4) Applications must be filed with the Assessor's office between February 1st and May 15th in the year following the list year with respect to which benefits are claimed hereunder, in triplicate, one copy going to the taxpayer, one to the Tax Collector and one to the Assessor. The applicant must reapply every two (2) years in order to continue eligibility for relief hereunder.

(5) Such person shall not have received qualifying income during the calendar year preceding the fiscal year for which a tax benefit is claimed, in excess of an amount which shall be three thousand dollars greater than the limits as established and adjusted pursuant to Connecticut General Statutes, subsection 12-170aa(b). For purposes hereof, "qualifying income" shall be defined to include total adjusted gross income, tax-exempt interest, realized capital gains, and Social Security payments, as determined under the Internal Revenue Code of 1986, or any subsequent corresponding Internal Revenue Code of the United States, as from time to time amended. An application for benefits offered pursuant to state tax relief programs for elderly homeowners may be accepted by the Danbury Tax Assessor as an application for benefits hereunder.

(6) No tax credits shall be given under this section to any persons who owe delinquent taxes to the City of Danbury. The applicant shall submit a certificate from the Tax Collector to the effect that no such delinquent taxes are owed.

(7) No property tax relief authorized hereunder together with any relief received by any such resident under provisions of the Connecticut General Statutes, Sections 12-129b to 12-129d, inclusive, 12-129h, and 12-170aa shall exceed, in the aggregate, seventy five (75) per cent of the tax which would, except for said Sections 12-129b to 12-129d, inclusive, 12-129h, 12-170aa and this section, be laid against the taxpayer.



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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

March 8, 1989

DANBURY, CT 06810

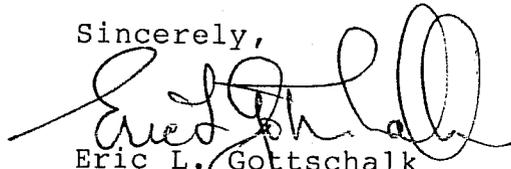
Hon. Joseph H. Sauer Jr., Mayor
Hon. Members of the Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut

Re: Building Demolitions

Dear Mayor and Council Members:

Please find enclosed a proposed draft of an ordinance that I prepared at the request of Superintendent of Public Utilities, William J. Buckley. Mr. Buckley has asked that I forward this draft to you for your review and consideration. Accordingly, please refer this proposal to an appropriate committee. Mr. Buckley and I are prepared to answer any questions that you may have regarding this suggestion.

Sincerely,



Eric L. Gottschalk
Assistant Corporation Counsel

ELG:r

Attachment

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

THAT the Code of Ordinances of Danbury, Connecticut is hereby amended by adding a section, to be numbered 21-22, which said section reads as follows:

"Section 21-22. Termination of Service

"(a) The owner of any building who seeks to terminate water service shall be required to physically disconnect the line serving said building from the water main. Physical disconnections shall be performed at the water main in a manner acceptable to the Superintendent of Public Utilities. The costs of said disconnection shall be borne exclusively by such owner. Except in cases of emergency, no service line disconnection work within city streets may be performed between December first of any year and March first of the following year. Termination of water service between December first of any year and the following March first may only be accomplished in accordance with the provisions of subsection (b) of this section.

"(b) Termination of water service between December first of any year and the following March first may be accomplished with the approval of the Superintendent of Public Utilities by disconnecting the service line to the building at the curb valve. As a condition of said approval, the owner shall provide security, in a form and in an amount satisfactory to said Superintendent. Said bond shall be in an amount equal to two and one-half times the estimated value of the work that will be necessary to disconnect the service line from the main at the location of the main and to restore any areas disturbed by said work. The owner shall agree to perform said work on or before the following May first and in the event that the owner fails or refuses to perform said work within the aforesaid time frame, the Superintendent of Public Utilities shall cause the work to be performed and may resort to the security in order to pay the costs thereof. In the event that said costs are less than the amount of the security provided, any funds remaining shall be returned to the owner; in the event that the costs of disconnection are more than the amount of the security provided, the City may seek reimbursement for said excess costs from the owner."



CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

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

August 2, 1989

PLEASE REPLY TO:
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: Building Code Review - Statutory Amendment
Dear Mayor and Council Members:

As I indicated to you in my letter of July 26, 1989 (included in your packet for the Council meeting of August 1, 1989, as agenda item 24), the State has modified their requirements concerning independent engineering reviews for larger construction projects. The statute upon which current provisions of our Code of Ordinances are based was amended by P.A. 89-255, a copy of which is enclosed for your reference; your attention is particularly drawn to Sections 4 and 5 of the public act.

We have now had a chance to review the contents of the public act and to compare its terms with the old statutory language as well as the language of our ordinance. It is our feeling, based on that review, that two paragraphs of Code of Ordinances Section 6-02 should now be repealed. Attached you will find a proposed ordinance amendment which would accomplish that. If you have any questions regarding this matter, please let us know.

Sincerely,

Eric L. Gottschalk
Assistant Corporation Counsel

ELG:r

Attachment

c: Leo P. Null
Building Official

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ORDINANCE
CITY OF DANBURY, STATE OF CONNECTICUT
COMMON COUNCIL

Be it ordained by the Common Council of the City of Danbury:

THAT Subsection 6-02(a) of the Code of Ordinances of Danbury, Connecticut is hereby amended by the repeal of paragraph 6-02(a)(2) and the redesignation of paragraph 6-02(a)(3) as paragraph 6-02(a)(2); and

THAT paragraph 6-02(b)(8) of the Code of Ordinances of Danbury, Connecticut is hereby amended to read as follows:

"(8) Certificate of Occupancy \$10.00 each"

RECREATION GRANT AGREEMENT

MUNICIPALITY OF DANBURY

TARRYWILE PARK

CONNECTICUT SPECIAL PROJECT 89-7

THIS AGREEMENT is made between the CITY OF DANBURY, a municipal corporation having its territorial limits within the County of Fairfield, State of Connecticut, hereinafter referred to as the "Municipality" or "Contractor" and the STATE OF CONNECTICUT, acting herein by the Commissioner of Environmental Protection, hereinafter referred to as the "Commissioner", pursuant to Section 23(a)(12) of Special Act 89-52 which reads as follows: grant-in-aid to the town and city of Danbury for improvement, repair or restoration of existing buildings at Tarrywile Park, not exceeding one hundred thousand dollars.

NOW THEREFORE, the parties do hereby agree as follows:

THE MUNICIPALITY AGREES:

1. To acquire and/or develop the project area for public outdoor recreation purposes in accordance with plans submitted to and approved by the Commissioner.
2. To complete the project within three years from the date of this agreement.
3. To submit properly executed forms and materials as required by the Commissioner.
4. To pay that part of the total cost of the project which is in excess of the applicable state grant.
5. To be the owner of the project area, prior to receipt of final payment, in fee simple, free from any lien or claim which would prevent such land from being retained and utilized by the Municipality for the use or uses outlined in paragraph 6 below.
6. To retain the project area for recreation and conservation purposes as outlined in Section 7-131c and Section 7-131i of the Connecticut General Statutes, as amended, and not to convey or convert said project area to any use other than recreation or conservation except with the prior written approval of the Commissioner.
7. To properly and efficiently operate and maintain the project area after acquisition and/or construction and provide assurance of such

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operation and maintenance as may be required by the Commissioner. The municipality must keep open the project area to the general public and shall not charge a fee to nonresidents that exceeds twice that charged to residents. Where there is no charge for residents but a fee is charged to nonresidents, nonresidents' fees cannot exceed fees charged for residents at comparable State and local facilities. Reservation, membership or annual permit systems available to residents must also be available to nonresidents and the period of availability must be the same for both residents and nonresidents.

8. To record upon the Land Records of the Municipality a document acceptable to the Commissioner dedicating said project area to recreation and conservation purposes and restricting the use of said land for such purpose unless otherwise approved by the Commissioner of Environmental Protection or his successor body or bodies in accordance with the General Statutes of the State of Connecticut, and containing the provisions set forth in paragraph 6 above. The restriction shall run with the land in favor of the State of Connecticut and shall be binding upon the Municipality, its successors and assigns. The document shall be recorded immediately following the receipt of any funds from the State pursuant to this grant or upon the acquisition of title to the project area, whichever is later, and the Municipality shall furnish the Commissioner with a copy of such recorded document certified by the Town Clerk.

9. To furnish the Commissioner a written statement from the Chief Administrative Officer stating that it has fully performed all its obligations under this contract.

10. To provide, at its own expense, for an audit acceptable to the State of Connecticut, in accordance with the provisions of Section 7-396a of the Connecticut General Statutes.

11. To comply with the 1986 Federal Tax Reform Act requirements for tax exempt bonds.

12. To promptly disburse to all contractor/vendors the proceeds of such Project Grant by writing a check to such contractor/vendors on or before the same day that it received any such proceeds from the State.

13. To accept the terms of this agreement and the amount of grant as hereinafter computed to be the full and total obligation of the Commissioner under Section 23(a)(12) of Special Act 89-52 passed by the

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General Assembly of the State of Connecticut.

14. The municipality agrees to comply with Connecticut General Statutes Section 4a-60, nondiscrimination and affirmative action provisions, attached as schedule A which is hereby incorporated as a part of this agreement.

15. This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, and, as such, this contract may be cancelled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion.

The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

16. This contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in regard to listing all employment openings with the Connecticut State Employment Service.

THE COMMISSIONER AGREES:

1. To make a grant to the Municipality on a reimbursement basis, in an amount not to exceed a total of one hundred thousand dollars (\$100,000).
2. To make payment in a reasonable time following receipt of completed reimbursement forms and materials.

The State of Connecticut assumes no liability for payment under the terms of this contract until said contractor is notified by the Department of Environmental Protection that said contract has been approved by the Attorney General of the State of Connecticut.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

(Affix Seal)

CITY OF DANBURY

By Joseph H. Sauer, Jr.
Mayor
Duly Authorized

Date: _____

STATE OF CONNECTICUT

By Leslie Carothers
Commissioner
Department of Environmental Protection

Date: _____

APPROVED AS TO FORM:

Attorney General

Date: _____

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(a) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. § 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For purposes of this Section, "Commission" means the Commission on Human Rights and Opportunities.

(b) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. §§ 46a-56, as amended by Section 5 of Public Act 89-253, 46a-68e and 46a-68f; (5) the contractor agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(e) The contractor shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. § 46a-56, as amended by Section 5 of Public Act 89-253; provided if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(f) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL PROTECTION

603474

1 203 796 1526;# 6



5-6

October 30, 1989

The Honorable
James H. Sauer, Jr.
Mayor
City Hall
155 Deer Hill Road
Danbury, CT. 06810

Dear Mr. Sauer:

Re: Tarrywile Park
Connecticut Special Project 89-7

Enclosed please find the agreement which must be executed for the above-referenced project.

Please sign and seal the original and three copies. A resolution of Municipality authorizing your signature along with a certificate of incumbency must be attached to each contract. I have enclosed formats for the Town Clerk to follow.

The enclosed Contract Compliance Assurance forms must be completed also. The City, as Contractor, must fill out the attached forms in order for the State of Connecticut to process the Recreation Agreement. *(not necessary - must be updated in Feb.)*

When you have completed the above, please return the materials to me. I will have the Commissioner sign the agreement and will send a copy to you along with a reimbursement information packet.

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

Sincerely,

Judith D. Prill

Judith D. Prill
Program Coordinator
Land Acquisition and Management

JDP:mat
Enclosures



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

(203) 797-4511

November 29, 1989

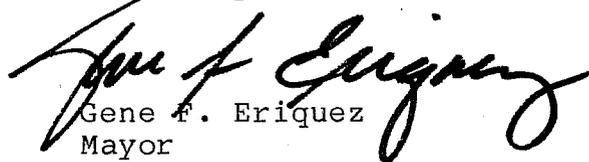
Honorable Common Council Members
City Hall
155 Deer Hill Avenue
Danbury, Connecticut 06810

Re: Appointment of Assistant Corporation Counsels

Dear Council Members:

I am pleased to reappoint Mr. Eric L. Gottschalk and Mr. Laszlo L. Pinter as Assistant Corporation Counsels of the City of Danbury. Both have served the City of Danbury well for a number of years. Please confirm these appointments at your early opportunity.

Sincerely,


Gene F. Enriquez
Mayor



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

(203) 797-4511

December 4, 1989

Honorable Members of the Common Council

Dear Council Members:

Pursuant to approved HRRRA by-laws and Section 16A-62 of the Code of Ordinances, I hereby respectfully request your confirmation of Gene F. Enriquez, Mayor, as our City's representative, and Michael Cech, General Manager of Solid Waste, as alternate City representative, to the Housatonic Resources Recovery Authority.

Sincerely,

Gene F. Enriquez
Mayor



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

(203) 797-4511

December 4, 1989

Honorable Members of the Common Council

Dear Council Members:

I hereby reappoint John J. Scarfi to the Aviation Commission for the term to expire 7/1/92.

Mr. Scarfi is currently a member in good standing with an excellent attendance record. He has previously served as Chairman of the Aviation Commission.

Mr. Scarfi has been active in many civic affairs, including membership in the Exchange Club of Danbury where he has served as a past president.

John, his wife Carol, and family reside on Driftway Point in Danbury.

Your prompt consideration and confirmation of this appointment is appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "Gene F. Eriquez", is written over the typed name and title.

Gene F. Eriquez
Mayor



9

CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

(203) 797-4511

November 29, 1989

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

Re: Governmental Entity Review and Investigation Committee

Dear Council Members:

I am pleased to appoint Mr. Roger M. Bundy, Mrs. Dorothy Outlaw and Council members Ernest M. Boynton, Arthur D. Regan and Deborah R. Gogliettino to the above named committee in accordance with the requirements of section 2-177 of the Danbury Code of Ordinances. In addition, the code requires that the Common Council confirm the appointment of those members who are not members of the Council. Since the code obliges us to establish the committee by December 15th, I urge you to consider these appointments promptly.

Sincerely,


Gene F. Eriquez
Mayor



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

10
(203) 797-4511

December 5, 1989

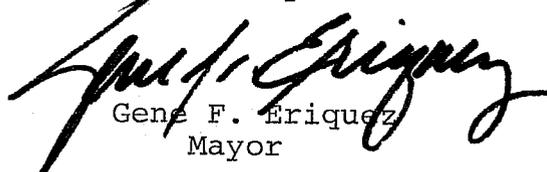
Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Councilmembers:

You are hereby requested to elect one councilmember to serve on the Police Pension Board and one councilmember to serve on the Fire Pension Board.

Regular meetings are held in City Hall once a month and Special meetings are held whenever necessary.

Respectfully submitted


Gene F. Eriquez
Mayor

GFE/mr



CITY OF DANBURY

DANBURY, CONNECTICUT 06810

DEPARTMENT OF ELDERLY SERVICES

COMMISSION ON AGING

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

Municipal Agent
80 Main Street
(203) 797-4687

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

November 17, 1989

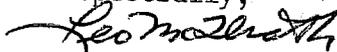
Mayor Gene Eriquez and
Members of the Common Council
City of Danbury - 155 Deer Hill Avenue
Danbury, Connecticut 06810

Dear Mayor Eriquez and
Members of the Common Council:

The Department of Elderly Services is the recipient of a \$100.00 donation from the North East Utilities Company to be used for assisting low-income citizens of Danbury in their food/ shelter/clothing needs.

The Department of Elderly Services requests your approval of this donation and that the amount of \$100.00 be transferred into the Commission on Aging budget and the appropriate line item.

Respectfully,


Leo McIlrath



DANBURY
PUBLIC
LIBRARY

12

170 MAIN STREET

DANBURY, CONNECTICUT 06810

(203) 797-4505

November 14, 1989

Mayor Joseph Sauer, Jr.

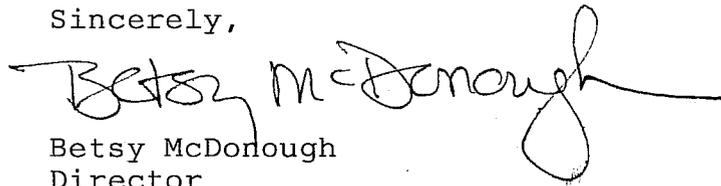
City Hall

Dear Mayor Sauer:

The Library has received a \$15.00 donation from the Danbury Jaycees. The funds need to be credited to the Books-Children line-item #02-07-101-061200.

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

Sincerely,



Betsy McDonough
Director

cc: D. Setaro
City Clerk



CONNECTICUT CHILDRENS SERVICES INC.
P.O. BOX 294 NEW MILFORD, CT 06776

131

Joseph J. Ubaghs, MSW, CSW
Executive Director

October 30, 1989

Common Council City of Danbury
Danbury City Hall
Dear Hill Avenue
Danbury, Ct. 06810

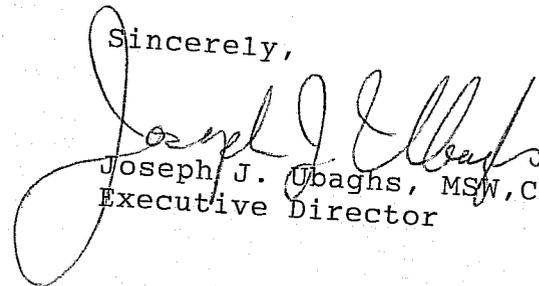
Dear Common Council Members,

For the past several years you have donated a portion of the proceeds of the annual firewood sales to benefit the 4,000 children served by the Greater Danbury Children's Christmas Fund. The majority of these disadvantaged children reside in Danbury and all are receiving services from either the State Department of Children and Youth Services, Mental Retardation or Welfare - Income Maintenance.

Due to the growing number of children, your donation this year would be especially appreciated by the children we serve.

I have enclosed some information and would be happy to answer any questions that you may have.

Sincerely,


Joseph J. Ubaghs, MSW, CSW, CISW
Executive Director

c.c.: Mayor Sauer

Phone (203) 355-1608
Childrens Christmas Fund Program
P.O. Box 2811, Danbury, CT 06810

Greater Danbury Area Childrens' Fund Makes Christmas Dreams Come True

By DOROTHY LANE

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

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

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

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

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

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

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

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

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

This year a decision to “make an extra

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

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

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

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

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

Children's Christmas Fund a worthy holiday cause

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

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

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

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

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

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

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

Publisher's Notebook

By Forrest C. Palmer

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

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

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

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

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

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

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

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

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

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

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

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

The News-Times

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

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

(USPS 001-260)

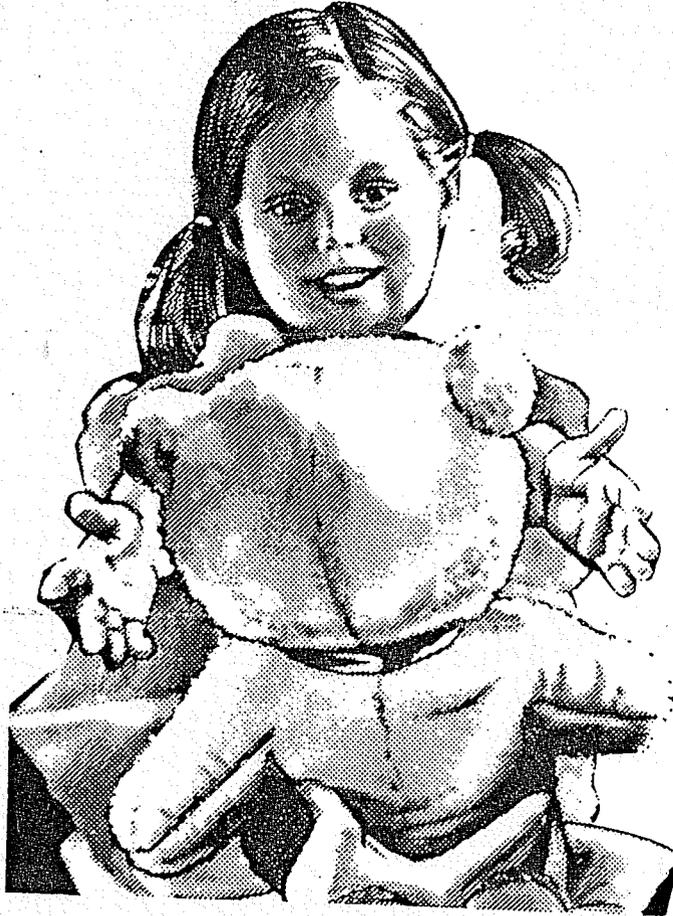
Vol. 105, No. 335, December 4, 1988

Published daily and Sunday and certain legal holidays by the Danbury (Conn.) Publishing Company, Division of Ottaway Newspapers Inc., 333 Main St., Danbury, Connecticut 06810.

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

13-4

Thank You.



You should know that 3,500 children had a happier Christmas through the Children's Christmas Fund because of your generosity. More than 4,400 toys and \$4,600 came from people just like you and went to those who needed it most.

The State Department of Children and Youth Services thanks you. We at The News-Times thank you. And most especially, the children thank you. It just goes to prove again what we've known all along — our readers are the finest people in the world!

The News-Times

13-5

Toy drive a success

The Children's Christmas Fund drive has come to a close as successfully as ever.

The area's businesses and members of the community donated 4,412 toys, surpassing last year's total of 4,162. Cash donations totaled \$4,620, close to the \$5,051 donated last year to purchase additional gifts.

"We were able to meet our goals," said Joseph Ubaghs, executive director of Connecticut Children's Services Inc., the volunteer organization in charge of the drive. "We've had a very successful drive again."

This was the drive's sixth year. Enough gifts and cash donations were collected to provide gifts to 3,500 children in 15 towns in the Greater Danbury area.

Most of the gifts will be distributed through the state departments of Children and Youth Services, Mental Retardation and Income Maintenance (Welfare), Ubaghs said.

The News-Times and People's Bank served as the main collection sites for gifts. Many other companies collected donations in their lobbies and brought them to the collection sites.

One of the most notable contributions came from the Danbury Common Council, which donated \$1,515 from its annual firewood sale.

Individuals from the community also contributed greatly.

"A lot of different organizations really pulled together to help us out," Ubaghs said.



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

14-Jan -

Connell
Danuse
Zotos

14-1

PLANNING COMMISSION

(203) 797-4525

October 31, 1989

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

Re: 8-24 Referral - Request for Water Extension - Driftway Road

Dear Council Members:

The Planning Commission at its special meeting October 25, 1989 voted a positive recommendation for the request for water extension at Driftway Road upon approval of the subdivision and the plan meeting Engineering Department approval.

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

Sincerely yours,

Frank Bondatti, Jr. (FJB)
Chairman

COMMON COUNCIL - CITY OF DANBURY

14-2

APPLICATION FOR EXTENSION OF SEWER/WATER

Sewer _____

Water X

Name of Applicant: Davro-Scalzo, Inc.

Address: c/o Cohen and Wolf, P.C.
 158 Deer Hill Avenue, Danbury, CT 06810

Telephone: (203) 792-2771

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

Located at: Driftway Road

Assessors's Lot No. D14058

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 _____

 Robin A. Kahn
SIGNATURE Robin A. Kahn
January 3, 1989

DATE

14-3

COHEN AND WOLF, P. C.

AUSTIN K. WOLF
 MARTIN F. WOLF
 ROBERT J. ASHKINS
 STUART A. EPSTEIN
 RICHARD L. ALBRECHT
 JONATHAN S. BOWMAN
 IRVING J. KERN
 MARTIN J. ALBERT
 STEWART I. EDELSTEIN
 NEIL R. MARCUS
 DAVID L. GROGINS
 ROBERT B. ADELMAN
 MICHAEL S. ROSTEN
 GRETA E. SOLOMON
 JORAM HIRSCH
 PAUL B. EDELBERG
 ROBIN A. KAHN

RICHARD G. KENT
 RICHARD L. NEWMAN
 RICHARD SLAVIN
 ROBERT S. BURSTEIN
 LINDA LEDERMAN
 DANIEL S. NAGEL
 RICHARD J. DI MARCO
 DAVID B. ZABEL
 MARK A. KIRSCH
 CHRISTOPHER J. SMITH
 NEIL W. SUTTON
 ROBERT J. YAMIN
 DAVID M. LEVINE
 JOSEPH G. WALSH
 JEREMIAH R. DINEEN, III
 MARY ANN CONNORS
 MARY H. CASDEN

HERBERT L. COHEN
 (1928-1983)

LAW OFFICES

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

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

ONE ATLANTIC STREET
 STAMFORD, CONNECTICUT 06901
 TELEPHONE (203) 964-9907
 TELECOPIER (203) 967-4452

PLEASE REPLY TO Danbury

December 16, 1988

Honorable James Nimmons
 President, Danbury Common Council
 City of Danbury
 155 Deer Hill Avenue
 Danbury, Connecticut 06810

Re: Driftway Ridge Subdivision
Driftway Road
Danbury, Connecticut

Dear Mr. Nimmons:

Please be advised that this office represents Davro-Scalzo Corp., the owner of an 11.654 acre parcel located on the easterly side of Driftway Road. My client currently has an application pending before the Danbury Planning Commission for the resubdivision of Driftway Ridge and the subdivision of Driftway Ridge Section 2, which is comprised of ten-single family building lots.

In connection with the pending subdivision, my client proposes to extend the municipal water line from Driftway Road to service the proposed lots with laterals from a main to be installed in the subdivision road.

Accordingly, I am petitioning the Common Council on behalf of Davro-Scalzo Corp. for permission to extend the municipal water line in connection with said subdivision and resubdivision. I would appreciate it if you refer this to the appropriate

COHEN AND WOLF, P. C.

144

Honorable James Nimmons
December 16, 1988
Page 2

subcommittee of the Common Council for discussion, at which time
I will appear with the project engineer to submit the appropriate
maps for the extension of this line.

With my usual regards.

Yours truly,



Neil R. Marcus

NRM/cke
cc: Ralph Gallagher
George Davon



CITY OF DANBURY
DANBURY, CONNECTICUT 06810

157



DEPARTMENT OF POLICE
120 MAIN STREET

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

October 27, 1989

NOTICE

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

From: Chief Nelson F. Macedo

Subject: Damaged Traffic Signal Equipment

Enclosed please find price quotations for replacing damaged traffic signal controls devices at the following locations:

1. Maple Avenue & Garamella Boulevard
2. Locust Avenue & Osborne Street
3. Main Street & Kennedy Avenue
4. Main Street & White Street
5. Liberty & Patriot Drive

Also, be advised that two major signalized intersections, Main Street at White Street and Locust, Hospital and Tamarack Avenue, require updating.

White Street control equipment is old and obsolete, with electro-mechanical relay assembly. We have been notified by the supplier that parts are no longer available for repairs. Should this location have a malfunction, it must be placed on flashing operation. This will increase the city's liability.

At Tamarack Avenue, there are severe traffic back-ups during peak hours. The present equipment can not handle the high volume of traffic.

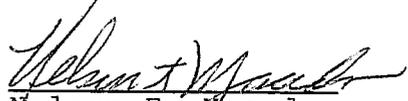
The control equipment has given us a great deal of problems. The

15-2

Traffic Signal Equipment
Page 2
October 27, 1989

cost of repair is in excess of \$2,000. By replacing this equipment, the city can improve traffic flow and reduce our maintenance cost.

I am, therefore, requesting \$19,833.00 from the contingency account to replace the damaged traffic signal control devices.


Nelson F. Macedo
Chief of Police

NFM:ks

Enc.

MARLIN CONTROLS, INC.

36 FEDERAL ROAD
DANBURY, CT 06810
(203) 743-6231

1024

PLEASE INDICATE THIS
NUMBER WHEN ORDERING

page 1 of 2

CITY OF DANBURY
POLICE DEPARTMENT
120 MAIN STREET
DANBURY, CT 06810

DATE		OCTOBER 18, 1989	
YOUR INQUIRY DATED		OCTOBER 12, 1989	
PROPOSED SHIPPING DATE		30-60 DAYS A.R.O.	
TERMS	F.O.B.	NET 30 DAYS DEST.	
SALESMAN			
JOE SIKLOS			
TO BE SHIPPED VIA		M.C.I.	
		PPD. OR COLL.	X

Here is our quotation on the goods named, subject to the conditions noted:

CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance.

Typographical and stenographic errors subject to correction. Purchaser agrees to accept either overage or shortage not in excess of ten percent to be charged for pro-rata. Purchaser assumes liability for patent and copyright infringement when goods are made to Purchaser's specifications. When quotation specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production.

Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller.

QUANTITY	DESCRIPTION	PRICE	AMOUNT
	RE: VARIOUS TRAFFIC SIGNAL LOCATIONS WITH DAMAGED EQUIPMENT.		
	<u>MAPLE @ GARAMELLA BOULEVARD:</u>		
1	4' A&C aluminum pedestal with base.....	\$ 245.00	\$ 245.00
1	Pedestrian pushbutton (P.B.F.G.L.).....	80.00	80.00
	<u>LOCUST @ OSBORNE:</u>		
1	8' A&C aluminum pedestal with base.....	\$ 280.00	\$ 280.00
1	Pedestrian pushbutton (P.B.F.W.S.).....	80.00	80.00
1	2-Way post top with term. compartment.....	236.00	236.00
2	Pedestrian signals.....	225.00	450.00
	<u>MAIN @ KENNEDY:</u>		
1	8' A&C aluminum pedestal with base.....	\$ 280.00	\$ 280.00
1	Pedestrian pushbutton (P.B.F.W.S.).....	80.00	80.00
1	2-Way post top with term. compartment.....	236.00	236.00
2	Pedestrian signals.....	225.00	450.00
	<u>MAIN @ WHITE STREETS:</u>		
1	8' A&C aluminum pedestal with base.....	\$ 280.00	\$ 280.00
1	Pedestrian pushbutton (P.B.F.W.S.).....	80.00	80.00
1	2-Way post top with term. compartment.....	236.00	236.00
2	Pedestrian signals.....	225.00	450.00
	<u>LIBERTY @ PATRIOT:</u>		
1	Pedestrian sign visor.....	\$ 85.00	\$ 85.00

FORM 20403 RAPIDFORMS, INC., BELLMAWR, N.J. 08031

QUOTE VALID FOR _____ DAYS.

BY _____

WITH ORDER SIGN & RETURN WITH ACCEPTANCE COPY

MARLIN CONTROLS, INC.
 364 FEDERAL ROAD
 DANBURY, CT 06810
 (203) 743-6231

PLEASE INDICATE THIS NUMBER WHEN ORDERING

page 2 of 2

CITY OF DANBURY

DATE	
10-18-89	
YOUR INQUIRY DATED	
PROPOSED SHIPPING DATE	
TERMS	F.O.B.
SALESMAN	
TO BE SHIPPED VIA	PPD. OR COLL.

Here is our quotation on the goods named, subject to the conditions noted:

CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance.

Typographical and stenographic errors subject to correction. Purchaser agrees to accept either overage or shortage not in excess of ten percent to be charged for pro-rata. Purchaser assumes liability for patent and copyright infringement when goods are made to Purchaser's specifications. When quotation specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production.

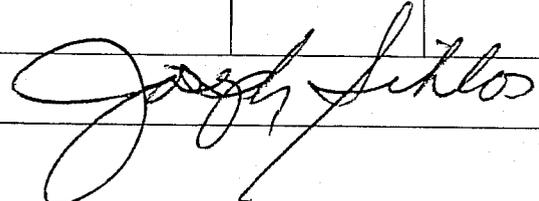
Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller.

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	<p><u>MAIN @ WHITE STREETS:</u></p> <p>8 phase controller with master coord. panel & fire preemptor. (See attached list).....</p> <p><u>NOTE:</u> The existing equipment is old & obsolete. The existing phasing requires updating to improve flow of traffic.</p>	\$8,032.00	\$ 8,032.00
1	<p><u>LOCUST, HOSPITAL & TAMMARACK AVENUES:</u></p> <p>8 phase controller complete. (See attached list).</p> <p><u>NOTE:</u> Replacement of equipment is necessary due to the congestion & high volumes of traffic in the hospital area during peak periods.</p>	\$8,253.00	\$ 8,253.00
G R A N D T O T A L.....			\$19,833.00

NOTE: All prices are for supply only!

QUOTE VALID FOR 30 DAYS.

BY



DANBURY, CT.
 HOSPITAL AVE. AT TAMARACK AVE. & LOCUST AVE.

15-5

Qty.	Description	List #
1	1880EL ITBC Module (Closed Loop)	200
1	1880EL 8 Phase (LF) w/12L Monitor	1910
1	1880E/EL EEPROM - Autoload	30
1	P (Type V) Cabinet	2270
1	Paint Cabinet Outside (1-4)	200
1	8 Phase 12 Pos. Plate - Hardwired	1380
4	NEMA 20A Flash Transfer Relay	188
1	Twelve Loop Panel (less cables)	80
6	Single Channel Loop Cable Installed	180
1	Dual Ring Detector Test Panel	100
12	Cube Loadswitch	720
1	Cube Flasher	65
1	Coiled Manual Cord	30
1		0
6	LOOP DETECTOR AMPLIFIER	900
1	PAINT CABINET SILVER	0
1		0
1	DET. TEST SWITCH W/ COVER - HARDWIRED - PROTECT	0
1	FROM WEATHER	0
1	SET MANUALS	0
5	CABINET PRINTS	0
1	POWER PANEL - 40 AMP MAIN - 30 AMP SEC.	0
1	15 AMP FOR LIGHT AND OUTLETR	0
1	OUTLET TO BE GFI	0
1	UNUSED REDS AND POLICE PANEL TO BE HARD WIRED	0
1		0
1	CABINET - HENNESSY - MODEL M-SX 57 1/2 X 30 X 17	0
1		0
1	BUILD TO CT SPEC WITH EXCEPTIONS	0
1	1 - SPECIAL M CABINET (PRICED AS P)	0
1	2 - USE INTERNAL UCF (NO CT UCF BOX W/ INHIBIT	0
1	SWITCH)	0
1	3 - NO CLOCK	0
1	4 - SPECIAL PLATE (8 VEH W/ 4 PED ADDER)	0

Total List= 8253.00

CITY OF DANBURY
 PHASE CONTROLLER
 INTERSECTION OF MAIN ST. @ WHITE ST.

15-6

ty.	Description	List #	1 xList
	1880EL Coord. I/O Module (hdwire/isol.)	200	200
	1880EL 8 Phase (LF) w/12L Monitor	1910	1910
	1880E/EL EEPROM - Autoload	30	30
	Preempt Panel and Cable (single mode)	100	100
	Master Coordination Panel (w/switches)	600	600
	P (Type V) Cabinet	2270	2270
	Paint Cabinet Outside (1-4)	200	200
	8 Phase 12 Pos. Plate - Hardwired	1380	1380
	NEMA 20A Flash Transfer Relay	282	282
	Twelve Loop Panel (less cables)	80	80
	Dual Ring Detector Test Panel	100	100
	Cube Loadswitch	720	720
	Cube Flasher	130	130
	Coiled Manual Cord	30	30
	INTERNAL UCF	0	0
	*****	0	0
	SUPPLY PER CITY OF DANBURY SPEC.	0	0
	PAINT CABINET SILVER	0	0
	12 LOADBAY - 8 VEH. 4 OL.	0	0
	DET. TEST SWITCH W/ COVER - HARDWIRED - PROTECT	0	0
	FROM WEATHER	0	0
	SET MANUALS	0	0
	CABINET PRINTS	0	0
	POWER PANEL - 40 AMP MAIN - 30 AMP SEC.	0	0
	15 AMP FOR LIGHT AND OUTLETR	0	0
	OUTLET TO BE GFI	0	0
	*****	0	0
	UNUSED REDS AND POLICE PANEL TO BE HARD WIRED	0	0
	CABINET BOLT PATTERN - 40 3/4" X 18 1/2"	0	0
	TERMINAL FACILITY TO BE MIN. OF 6" ABOVE	0	0
	BOTTOM OF CABINET	0	0
	LOOP PANEL TO BE LOCATED ON BOTTOM LEFT	0	0

Total List= 8032.00

Total 1 x List= 8032.00

16-1

October 22, 1989

Mr. William Shaw
43 Olympic Drive
Danbury, CT. 06810

Dear Mr. Shaw:

We the residents of Weindorf Lane and Ward Drive in the city of Danbury
Petition the city of Danbury to install a convex reflective mirror at the
location on Weindorf Lane shown by an X in the diagram below.



The purpose of this installation is to eliminate further accidents or possible
injury at this location by improving visibility. The highway department
attempted to improve this location in August of 1989 by cutting back brush
and resurfacing the street. This has not improved the lack of visibility.
A collision between two residents of Ward Drive most recently occurred on
October 17, 1989, which police attributed to lack of visibility due to road
construction.

Enclosed please find a list of names and addresses of residents supporting
this petition.

Thank you for your attention to this matter.

Respectfully,

Richard Ingraham

Dr. R. H. Ingraham

Encl.

c.c.: R. H. Ingraham

RHI: kii

Names

Addresses

Joseph Terrone	15 Weindorf LA.
William LeFurgy	12 Weindorf Lane.
Joan Sherwood	7 Weindorf La.
Raymond W. Sherwood Sr	30 Spruce Mtn Rd
Ray Sherwood	7 Weindorf La
Mary Ann Terry	9 Weindorf La.
George C. Perry	9 Weindorf Lane
Cindy Anderson	Ward Dr.
Peter Anderson	Ward Dr
Kim Casper	6 Ward Dr.
Domnick L. Casper	" " "
Billy Smith	1 Ward Dr.
Seri & Jim Barb	2 Ward Dr.
Sue & Jim Hughes	4 Ward Dr.
Ed + Cathy Blau	14 WARD DR
Harry B. Wells	2 Spruce Terr. Rd.
Patricia Cuneo	14 Weindorf La.
Maleno	11 Weindorf Lane
John & Ellen Klein	8 WARD DRIVE
John Klein	8 Ward Drive
Gene & Richard Ingraham	12 Ward Drive
Ann Breacher	4 Ward Drive

Note: The lack of visibility on Oct. 17th was not due to road construction. Rather lack of visibility was due to construction of the road. Also there are over 20 children under age 10 on Weindorf Lane & Ward Drive which greatly increases the use of Weindorf Lane for school and extracurricular activities.



17-1

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

December 5, 1989

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

Re: Education Budget and Review Committee

Dear Mayor and Council Members:

I am requesting the formation of an Education Budget and Review Committee. I believe it is necessary to maintain on-going dialogue between the Common Council and the Board of Education throughout the year. This will facilitate the establishment of mutual goals and an understanding of the needs and constraints of each body.

Sincerely,

Joseph DaSilva
Joseph DaSilva, President
Councilman at Large



CITY OF DANBURY
DANBURY, CONNECTICUT 06810

18-
Received
11/2/89

FIRE DEPARTMENT
19 NEW STREET

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

October 31, 1989

To: Mayor Joseph H. Sauer, Jr.
From: Fred Visconti, Communications Supervisor
Subject: Transfer of Funds

I am requesting a transfer of funds from the miscellaneous revenue account #02-65-000-619000. The funds would be transferred to account #021001 (Training Courses). The total funds to be transferred is \$400.00. This will be covered by monies received through the APCO dispatchers course we held in September. We will still realize a profit of \$150.00.

The transfer will cover the total cost of the student manuals which are \$750.00, plus a \$250.00 charge for all of the participants to be nationally certified by APCO. This will be only the second group of telecommunicators in the entire State to be certified, something we can all be proud of.

Your cooperation in this matter would be greatly appreciated.

Fred Visconti

Fred Visconti
Communications Supervisor

Antonio L. Lagarto

Antonio L. Lagarto
Chief Fire Executive

FV:n
cc: Dom Setaro, Comptroller



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

(203) 797-4511

December 4, 1989

Honorable Members of the Common Council

Dear Council Members:

I respectfully request your cooperation in the formation of a Charter Review Commission.

At this time, I urge Council leadership to meet with me so I may provide input and direction that may be forwarded to the Commission for revision to the Charter.

Please note that the appropriate Council Committee has thirty days to return recommendations to the full Council for appointments to the Commission.

This action will begin the process in accordance with State statutes so that we can begin a timely and thorough review of our City's Charter and, hopefully, propose recommendations for change to Danbury voters for the November 1990 ballot.

Thank you for your consideration.

Sincerely,


Gene F. Enriquez
Mayor



20

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

April 4, 1989

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

Re: Benefits for Volunteer Fire Fighters

Dear Mayor and Council Members:

I respectfully request an ad hoc committee be appointed to consider benefits for the volunteer fire fighters of the City of Danbury. I would also recommend that the same committee presently studying a pension plan for the volunteers be assigned to study this issue.

Sincerely yours,

Bernard P. Gallo

Bernard P. Gallo
2nd Ward



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

March 17, 1989

ENGINEERING DEPARTMENT
(203) 797-4641

JOHN A. SCHWEITZER, JR.
CITY ENGINEER

MEMO TO: Honorable Joseph H. Sauer, Jr., Mayor

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

William J. Buckley, Jr. P.E.,
Superintendent of Public Utilities

SUBJECT: West Side Sewer Interceptor Design Report

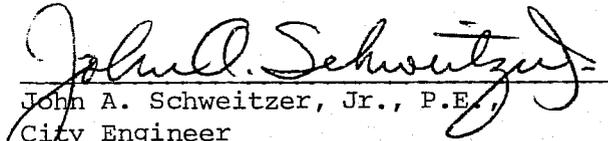
We are pleased to forward herewith a final copy of the West Side Sewer Interceptor Design Report prepared for the City by Roald Haestad, Inc.

If after your review you have any questions relative to the report, please give us a call.

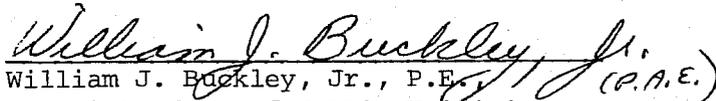
The report provides estimates for the costs of the proposed sewer interceptor. The cost estimate is also broken down into phases which would allow a portion of the sewer to be installed to serve early development of the area while the remainder of the sewer is being designed and installed.

As discussed at our March 16, 1989 meeting, enclosed please find 21 copies of the Executive Summary. We request that you forward them to the Common Council for review and development of a plan of implementation.

Very truly yours,


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

JAS/PAE/gw


William J. Buckley, Jr., P.E. (P.A.E.)
Superintendent of Public Utilities

Enclosure

c: Daniel Minahan with enclosure
Dennis Elpern with enclosure
Dominic Setaro with enclosure

St. Paul's Lutheran Church

22

46 Spring Street
Danbury, Connecticut 06810
E.L.C.A. — Slovak Zion Synod

The Rev. John Gallagher

October 17, 1989

Office (203) 748-6442
Home (203) 743-6675

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

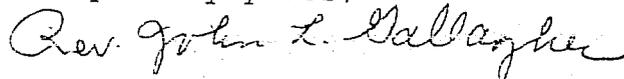
Dear Mayor Sauer,

On behalf of all the members of St. Paul's Lutheran Church, this letter is being sent to you and all members of the Common Council, requesting that you hear not only our plea but the plea of all of the residents of Spring Street to find a solution to the problem of the abandoned bakery building across the street from our church. The building is a major problem for the Danbury community, for in addition to it being a tremendous eyesore, it is a haven for drug dealing and is now a repository for abandoned cars.

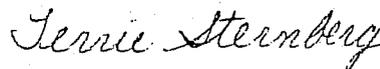
Four years ago, St. Paul's and the residents signed a petition asking the city government to solve the same problem. At that time, some clean-up work was done. Four years hence, it is in the same run-down condition and is an attractor for the elements which work to pull human lives down through drugs.

Tell us, when will something be done? The people of St. Paul's would like to know. What else can we do to see a solution come to light? If there's a way, please let us know.

Very truly yours,



The Rev. John L. Gallagher
Pastor



Terrie Sternberg
Council President

TS:jh
cc: Councilmen

23-1

6 September 1989

Micheal Fazio
Councilman, Seventh Ward
Sturdevant Drive
Danbury, Connecticut 06811

Dear Mike,

We are writing to you as our council person and neighbor. There is a dangerous situation which relates to the high speed traffic on winding narrow Chambers Road, particularly at the T-section of Sturdevant Drive and Chambers Road.

This condition has existed for several years with numerous complaints by local neighbors to the Police Department, City Council and Mayor.

Unfortunately, the only action has been to post two signs, "Slow Children", which has had no effect on the speeders. The area has changed dramatically in the past two years to worsen this already dangerous condition. There are seven new homes in the immediate Chambers/Sturdevants T-section area with fifteen children under the age of six years.

Sturdevants Road and Queens Court has nearly turned over in the past four years with most new families having two or more grammar school children. With the congestion on Clapboard Ridge, Chambers Road has become the fast track of choice for those going to King Street and other west side locations of Danbury or vice versa.

We know that you are aware that we never seem to be more than the next speeder away from a life threatening accident.

We as responsible parents are asking you to help us lobby the appropriate city authorities to take the required action to prevent a serious injury or death of one of

our children. The situation is this serious. We have listed below several suggestions to improve the safety of our neighborhood. The "experts" who study these matters should not limit their review to these ideas, but consider all and any option that is viable:

Suggestions:

Turn Chambers Road into a dead end at the Drska property. The homes north of Drska property would enter and exist Chambers Road from King Street while the homes south of the Drska property would enter and exit onto Clapboard Ridge near Zinn Road. The inconvenience to the residents on Chambers Road would be minimal and greatly enhance their safety.

Make the T-section at Sturdevant Drive and Chambers Road a three way stop. This is one of the high acceleration points of the speeders who gun the car as if they were on the Indianapolis 500 from the top of the hill at the Drska property to the T-section at King Street.

Regular speed traps on Chambers Road with the emphasis on "regular". While there has been frequent calls for radar traps no one in the area can ever recall seeing one.

Our only objective is to prevent a serious injury or death. Your help in solving this problem in an intelligent manner will be greatly appreciated by your neighbors and constituents. Whatever help you need from us please let us know.

Stripe down the middle of the road.

No Three Sign

Because of budget cuts to the Board of Ed budget, students on Chambers must walk along Chambers to a bus stop. This is a dangerous situation because of the speed of traffic along Chambers.

A few speed bumps on Chambers Road

SIGNEES

23-3

NAME

ADDRESS

NAME	ADDRESS
Edward Samaha	118 Chambers Rd
Marion Samaha	114A Chambers Rd.
_____	114A Chambers Rd
_____	41 Chambers Rd.
Sandy Simonelli	6 Chambers Rd
Carol Fayis	16 Sturdevant Dr
Sharon DiBenedetto	116 Chambers Rd
R. Hanna	116 Chambers Rd
Polina Focanelli	126 Chambers Rd
Joe Racanelli	126 Chambers Rd
Ed Marshallman	133 Chambers Rd
Amy S. Schumacher	119 Chambers
Paul Schumacher	"
Barbara Blank	6 Sturdevant Drive
Gene Blank	6 Sturdevant Drive
John A. Fyler	111 Chambers Rd.
William Pratt	106 Chambers Rd.
Linda Polo	113 Chambers Rd.
Jessica Boretta	115 Chambers Rd
Lina Levine	68 Chambers Rd.

SIGNEES

23-4

NAME

ADDRESS

Yvra Hogan	10 Sturdevant Dr.
Donald Hogan	10 Sturdevant Dr.
Stanley Hogan	11 Sturdevant DR.
Ann Samaha	108 Chambers Rd
Dino Samaha	108 Chambers Rd.
Norman + John Steu	55 Chambers Rd
Frank + Olga Butera	138 Chambers Rd.
Michael Goldstein ^{Sugar Shays} Wood	
Kinda Simonelli	10 Chambers Rd
Bob Simonelli	10 Chamber Rd
Jill Simonelli	10 Chambers Rd
Mark Fernandez	44 CHAMBERS Rd
Pat Fernandez	44 CHAMBERS Rd
Amy Fernandez	44 Chambers Rd.
Ed Fernandez	Chambers Rd
Norma Tomney	41 Chambers Rd.
John Marriano	12 Sturdevant Dr.
Connie Marriano	12 Sturdevant Dr.

SIGNEES

23-5

NAME

ADDRESS

Demie Adstein

108 Chambers Rd, Danbury Ct

Leah P. Mervah

124 Chambers Rd. Dan. Ct

Susan Bondur

7 Queens Court Danbury Ct.

Bernardete Carvalho

8 Queens Court Danbury Ct.

RAY CARVALHO

8 QUEENS CT DANBURY, CT.

Debbie Gray

3 Queens Ct. Danbury Ct.

J. Scott Gray

3 Queens Court Danbury Ct

Liz Sturdevant

8 Sturdevant Dr.

Barbara Black

6 Sturdevant Drive Danbury

Marie P. Gillis

4 Sturdevant Dr

Se. Boy

Blondine Boy

COHEN AND WOLF, P. C.

24-1

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

RICHARD L. NEWMAN
RICHARD SLAVIN
FREDERICK S. GOLD
ROBERT S. BURSTEIN
LINDA LEDERMAN
DANIEL S. NAGEL
RICHARD J. DI MARCO
DAVID B. ZABEL
MARK A. KIRSCH
CHRISTOPHER J. SMITH
NEIL W. SUTTON
ROBERT J. YAMIN
DAVID M. LEVINE
JOSEPH G. WALSH
STEPHEN M. MOORE
MARY ANN CONNORS
MARY H. CASDEN
GABRIEL MILLER
BENJAMIN A. PUSHNER

*MEMBER N.Y. AND MASS. BARS ONLY

HERBERT L. COHEN
(1928-1983)

LAW OFFICES

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

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

ONE ATLANTIC STREET
STAMFORD, CONNECTICUT 06901
TELEPHONE (203) 964-9907
TELECOPIER (203) 967-4452

PLEASE REPLY TO Danbury

October 11, 1989

Mr. James E. Nimmons, Jr., President
Common Council
c/o City Clerk's Office
CITY OF DANBURY
155 Deer Hill Avenue
Danbury, CT 06810

Re: Craftsman Land Development

Dear Mr. Nimmons:

Please be advised that this office is representing Craftsman Land Development which is in the process of filing for approval of a cluster subdivision located between Noteworthy Drive and Ye Olde Road in the City of Danbury. In connection with that application, my clients are petitioning the City of Danbury to allow the extension of municipal sewer and water lines from the Orchard Park subdivision at Kenosia Avenue and Ye Olde Road to the subject parcel.

I would appreciate it if you would set this matter down on the next agenda of the Common Council for acceptance of this petition and referral to the appropriate subcommittee of the Council. We will present formal drawings showing the location of the proposed line once the subcommittee has been designated and has scheduled a meeting on the petition.

COHEN AND WOLF, P. C.

Mr. James Nimmons

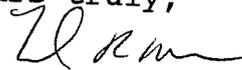
October 11, 1989

Page 2

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I thank you in advance for your anticipated cooperation in this matter.

Yours truly,



Neil R. Marcus

NRM/ad

- cc: Mr. D. Williamson
- Mr. P. Fagan
- Mr. W. Buckley
- Mr. A. DaCunha



CITY OF DANBURY
DANBURY, CONNECTICUT 06810

HEALTH AND HOUSING DEPARTMENT
20 WEST STREET

(203) 797-4625

October 6, 1989

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

Dear Mayor Sauer and Members of the Common Council:

Our department's AIDS Prevention Program staff and AIDS Risk Reduction Outreach Workers (ARROWS) share 234 square feet office space at Ives Manor with our Hypertension Control Program. This means that a total of five full and part time personnel are sharing a very crowded office. An additional part time ARROW will be joining the program in the near future.

A lease for office space to house the AIDS Prevention Program and the ARROW Program is being submitted for your consideration. The lease has been reviewed and approved by the Planning Commission and Mr. Pinter, Assistant Corporation Counsel. Funding for the office space is being provided by the State of Connecticut as part of our AIDS Prevention Grant.

Given the positive circumstances associated with the lease, I am requesting that the lease be approved at the November 9, 1989 meeting of the Common Council. Approval at this meeting will enable a serious overcrowding situation to be promptly alleviated.

Thank you for your consideration in this matter.

Sincerely,

William J. Campbell, M.P.H.
Director of Health

WC/kg

cc: Diana Burgos, Assistant Staff Director
Thomas F. Draper, M.D., M.P.H., Chairman AIDS Task Force
Susan Durgy, Coordinator, AIDS Prevention Program
Lazlo Pinter, Assistant Corporation Counsel



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

PLANNING COMMISSION
(203) 797-4525

November 9, 1989

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

Re: 8-24 Referral - Proposed Lease of Office Space at
403 Main Street by the Health Department

Dear Council Members:

The Planning Commission at its meeting November 1, 1989
voted a positive recommendation for the proposed lease
of office space at 403 Main Street by the Health
Department.

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

Sincerely yours,

Joseph Justino
Joseph Justino (JAJ)
Vice-Chairman

LEASE

THIS INDENTURE, made by and between VICTORIAN ASSOCIATES, INC., a Connecticut Corporation with offices in the City of Danbury, County of Fairfield and State of Connecticut, hereinafter referred to as Landlord, and City of Danbury, hereinafter referred to as Tenant.

WITNESSETH:

1. PREMISES: Landlord has leased and does hereby lease to Tenant the following described premises situated in Danbury, Connecticut, on 403 Main Street to wit: Unit 2B
2. TERM: The term of this agreement shall begin on November 15, 1989 and end at midnight on May 15, 1990. Upon end of this six (6) month term, the agreement shall make provisions to become a month to month lease with a tenant option to obtain a longer term lease at a price to be negotiated at the time of request.
3. RENT: Tenant shall pay to the Landlord, without demand, a rent of \$625.00 per month due on the first day of each month, in advance.

Monthly payments should be mailed directly to the following address and should be mailed with sufficient lead time to allow reasonable delivery on the first of the month.

VICTORIAN ASSOCIATES, INC.
4 Ridgewood Drive
Danbury, CT. 06811

4. SECURITY DEPOSIT: Tenant will deposit with the Landlord the sum of six hundred twenty-five dollars (\$625) representing security for the performance of the terms of this lease. The Landlord may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any rent and additional rent or other sum which the Landlord may expend or may be required to expend by reason of Tenant's default in respect of any of the terms of this lease, including, but not limited to, any damages or deficiency in the reletting of the leased property, whether such damages or deficiency accrued before or

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after summary proceedings or other re-entry by the Landlord. In any such event, Landlord shall act to mitigate costs incurred in such reletting or reentry. The preceding provision shall be superior to and shall exist notwithstanding paragraph 15(d) of this agreement. In the event that the Tenant shall comply with all of the terms of this lease, the security shall be returned to it after the date fixed as the end of the lease and after delivery of possession of the leased property to the Landlord. In the event of a sale of the premises of which the leased property forms a part, the Landlord shall have the right to transfer the security to the buyer and the Landlord shall thereupon be released from all liability for the return of such security. Landlord agrees to notify the Tenant of such transfer in writing. The Tenant shall look solely to the vendee for the return of such security. Landlord shall not assign or encumber the money deposited as security, and neither the Tenant nor its successors or assigns shall be bound by any such assignment or encumbrance.

5. UTILITIES AND COMMON CHARGES: Tenant shall at its own cost and expense pay all charges when due for gas, electricity, heat relating to the use of the leased premises. Tenant shall also be responsible for cleaning services for this unit along with any electronic surveillance cost generated. Landlord shall provide all snow removal, plowing, sanding or salting or other required clearing of snow or ice from common areas of the premises, including sidewalks, driveway and parking areas during the term of this agreement.
6. USE OF PREMISES: Tenant agrees to use the leased premises for office purposes. Any other unrelated use is prohibited without the written approval of the Landlord. Tenant will not allow for an unreasonable length of time any debris belonging to it to remain in the leased premises or in any adjacent areas or "common areas", and it will remove from the Landlord's premises all debris to a proper place of disposal.
7. CONDITION OF PREMISES: (a) Landlord shall have carpet in the premises shampooed prior to occupancy by the Tenant. Provided that the building is completed, the Tenant accepts premises in their current state and condition; (b) The Tenant shall make no alteration, addition or improvement in the premises without the prior written consent of Landlord and then only by contractors or mechanics approved by Landlord, which consent and/or approval shall not be unreasonably withheld; (c) Throughout the terms of this lease and for so long as the Tenant or its assigns shall occupy said premises, Tenant, and its sole expense, shall keep the leased premises as now or hereafter constituted in good condition and shall make repairs, replacements, and renewals, ordinary and extraordinary, necessary to maintain the leased property and all appliances and appurtenances belonging thereto. All repairs, replacements and renewals shall be least equal in quality of workmanship and materials to that existing in the leased premises at the commencement of this lease. Tenant shall

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indemnify the Landlord against all reasonable costs, expenses, liabilities, losses, damages, suits, fines, penalties, claims and demands, including reasonable attorney's fees, because of Tenant's failure to comply with the foregoing covenant. The Landlord shall in no event be required to make any repair, alteration or improvement to the leased premises. Landlord will be responsible for all maintenance and repairs of roof, sidewalk, foundation and other common areas whether or not they affect the leased premises.

(d) The necessity for and adequacy of repairs, replacements and renewals to the leased premises shall be measured by the standard which is appropriate for improvements of similar construction and class, provided that Tenant shall in any event make all repairs necessary to comply with the building, health and fire codes of Danbury, Connecticut.

(e) Upon the last day or sooner termination of the term hereof, Tenant shall surrender to Landlord the leased premises in broom clean condition. All alterations, additions and improvements, whether temporary or permanent in character, which may be made upon the premises, either by the Landlord or the Tenant, except furniture and movable trade fixtures, shall be surrendered with the premises as a part thereof upon the termination of this lease without compensation to the Tenant.

8. ASSIGNMENT: Tenant shall not assign, mortgage, or encumber this lease in whole or in part, or subject all or any part of the leased premises to a sublease without the prior written consent of the Landlord, which consent shall not be unreasonably withheld. The consent by the Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. This prohibition against assigning or subletting shall be construed to include a prohibition against assigning or subletting by operation of law. If this lease be assigned or if the leased premises or any part thereof be occupied by anybody other than the Tenant, Landlord may collect rent from the assignee, or occupant and apply the net amount collected to the rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of this provision or the acceptance of the assignee, undertenant or occupant as lessee, or as a release of Tenant from the further performance by it of the provisions on its part to be observed or performed herein. Notwithstanding any assignment or sublease, Tenant shall remain fully liable and shall not be released from performing any of the terms of this lease. If Tenant is a corporation and if any transfer, sale, pledge, or other disposition of the common stock shall occur, or power to vote the majority of the outstanding capital stock be deemed to be an assignment of this lease, requiring the written consent of the Landlord. It is anticipated that the city shall sub-lease all or part of this unit to either another part of the City of Danbury or possibly a state agency that would use the space in a like manner.

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9. FIRE AND OTHER CASUALTY: (a) If the leased premises are totally destroyed by fire or other casualty during the term herein, then and in that event, by virtue of this express stipulation, the lease shall cease and terminate. In that event that the Tenant shall give immediate written notice to the Landlord. If said partial destruction or casualty shall amount to less than 25% of the leased improvements, Landlord shall cause the leased premises to be repaired as speedily as possible. The Tenant's obligation to pay rent shall abate in direct proportion to either that portion of the premises destroyed as related to the whole of the leased premises, or that proportion of use which tenant is denied utilization of.

(b) In the event that the partial destruction or casualty to the leased premises is more than 25%, the Landlord in its sole discretion shall determine whether or not to repair the leased premises. In the Event that the Landlord decides not to repair the leased premises, then and in that event, this lease shall cease and be terminated.

10. INDEMNITY AND INSURANCE: From and after the commencement of this lease, Tenant will indemnify and hold Landlord harmless absolutely from and against any and all claims, suits, actions, damages, costs, expenses or judgment, by reason of any actual or claimed injury to person and/or property or loss of life sustained in or about the lease premises during the term hereof which injury or loss of property or life is caused by the negligent act or acts of Tenant. If Landlord is made party to any litigation instituted against Tenant, to which the foregoing indemnity may relate, Tenant will pay all expenses, costs, damages, judgments and reasonable fees for counsel incurred by or imposed on Landlord in connection therewith or as a result thereof. Without limiting the foregoing and other indemnification provisions herein contained, Tenant agrees, at Tenant's sole cost and expense, throughout the term of this lease, but for the mutual benefit of Landlord and Tenant, to maintain general public liability insurance against claims for bodily injury or death to any one person, and to limit of not less than \$1,000,000.00 in respect to property damage.

All insurance provided for in this paragraph shall name Landlord as owner and additional insured and Tenant as insured, as their respective interests may appear, and shall be effected under valid and enforceable policies issued by insurers licensed to do business in the State of Connecticut. Tenant may carry the insurance required under this paragraph under a blanket policy. Upon the commencement of the term of this lease and thereafter not less than forty-five (45) days prior to the expiration dates of the expiring policies theretofore furnished pursuant to this paragraph, originals of the policies or certificates thereof issued by the respective insurers shall be delivered by Tenant to Landlord. Tenant agrees to pay the cost of any such insurance and to furnish Landlord, if requested, with evidence satisfactory to Landlord of such payment. All such policies shall, to the extent obtainable, contain an agreement by the insurers that such policies shall not be cancelled without at least forty-five (45) days' prior written notice to Landlord.

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Tenant agrees that if it shall at any time fail to take out, pay for, maintain or deliver any of the insurance policies as provided for in this paragraph, or to make any other payment or perform any other act on the part of Tenant to be made or performed, then Landlord may, but shall not be obligated to do so, an on not less than fifteen (15) day period, and without waiving or releasing Tenant from any obligations of Tenant in this lease contained, (i) take out, pay for, maintain or deliver any of the insurance policies provided for in this paragraph, or (ii) make any other payment or perform any other act on Tenant's part to be made or performed as in this lease provided. All sums so paid by Landlord and all necessary incidental costs and expenses in connection with the performance of any such act by Landlord, together with interest thereon at the rate of 12% per annum from the date of the making of such expenditure by Landlord, at the option of Landlord, shall be payable to Landlord on demand or shall be added to any rent then due or thereafter becoming due under this lease, and Tenant agrees to pay any such sum or sums with interest as aforesaid. All sums which may become payable to Landlord by Tenant, as in this paragraph provided, and all sums payable by Tenant pursuant to any other provision of this lease, shall be deemed obligations of Tenant hereunder and Landlord shall have (in addition to any other right or remedy) the same rights and remedies in the event of non-payment of any such sums by Tenant as in the case of default by Tenant in the payment of rent. The notice provided for herein shall not in any way affect the other provisions of this lease.

11. PROPERTY LOSS OR DAMAGE: Landlord or its agents shall not be liable for any damage to property of Tenant or of others entrusted to employees of Landlord nor the loss or damage to any property of Tenant by theft or otherwise unless caused by the negligence of Landlord, its agents, servants or employees. The Landlord or its agents shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow, or leaks from any part of said building or from the pipes, appliances or plumbing works or from the roof, street or sub-surface or from any other place or by dampness or by any other cause of whatsoever nature, unless caused by or due to the negligence of Landlord, its agents, servants or employees or unless such injury or damage is due to the failure of the Landlord to maintain the premises as per paragraph 7 (c) of this lease. Tenant shall give immediate notice to Landlord in case of fire or accidents in the demised premises or in the building, or of defects therein or in any building fixtures or equipment. If Tenant shall move any safe, machinery, equipment, freight, bulky matter or fixtures which require special handling, Tenant agrees to employ only persons holding a license to do said work and all work in connection therewith shall comply with any regulations, law or ordinance affecting such work. Tenant shall indemnify Landlord for, and hold Landlord harmless and free from damages sustained by person or property for any damages or monies paid out by Landlord in settlement of any claims or judgments, as well as for all expenses and reasonable attorney fees incurred in connection therewith and all costs incurred in repairing any damage to the building or appurtenances.

- 12. ACCESS: The Landlord, its servants and agents, including representatives of the insurance company or companies carrying insurance on the building containing the leased premises, shall have the right to enter upon the said premises with reasonable notice to Tenant for repairs to building or equipment or in an emergency or to take preventative measures to protect and preserve the property of the Landlord.
- 13. CONDEMNATION: In the event of a condemnation of the premises, which shall include a taking of all or a substantial part of the building on the premises, this lease shall, at the option of either party, terminate upon the completion of such taking. The rent shall be apportioned as of that date. The condemnation award shall belong solely to the Landlord. Tenant shall be entitled to relocation costs, if any, provided said costs may be separately determined as an element of the award and not included in their determination of the value of the interest of the Landlord in the leased premises. In the event of a partial taking of the premises in such manner that the Tenant is able to continue without substantial modification, the operation then being conducted on the leased premises, then this lease shall remain in full force and effect. Any award for partial taking shall belong solely to the Landlord. Nothing herein shall be construed to deprive Tenant of its rights upon condemnation as set forth in the Connecticut General Statutes.
- 14. SUBORDINATION: This lease is subject and subordinate to all mortgages which may now or hereafter effect such leases or the real property of which the demised premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any mortgagee. In confirmation of such subordination, Tenant shall execute promptly any certificate that Landlord may request. Tenant hereby constitutes and appoints Landlord as the Tenant's attorney-in-fact to execute any such certificate or certificates for and on behalf of the Landlord. Landlord, however, covenants and agrees that it will use its best efforts to obtain from all future mortgagee's holding a mortgage on the premises written assurance that so long as the Tenant is not in default under the terms and conditions of this lease, Tenant's use, occupation and possession of the possession of the premises and all rights of Tenant under this lease shall not be affected or disturbed by the bringing of any action to foreclose or otherwise enforce any such mortgage.
- 15. DEFAULT: (a) The occurrence of any of the following shall constitute an event of default:
 - (1) Delinquency in the payment of any rent or additional rent payable under this lease when such rent shall become payable, for a period of ten days.

(2) Delinquency by the Tenant in the performance of or compliance with any of the conditions contained in this lease other than those referred to in the foregoing sub-paragraph (1), for a period of 15 days after written notice thereof from the Landlord to the Tenant, except for any default not susceptible of being cured within such 15 day period, in which event the time permitted to the Tenant to cure such default shall be extended for as long as shall be necessary to cure such default, provided the Tenant commences promptly and proceeds diligently to cure such default, and provided further that such period of time shall not be so extended as to jeopardize the interest of the Landlord in this lease or so as to subject the Landlord or the Tenant to any civil or criminal liabilities.

(3) Filing by the Tenant in any court pursuant to any statute, either of the United States or any state, of a petition in bankruptcy or insolvency, or for reorganization, or for the appointment of a receiver or trustee of all or a portion of the Tenant's property, or an assignment by the Tenant for the benefits of creditors.

(4) Filing against the Tenant in any court pursuant to any statute, either of the United States or of any state, of a petition in bankruptcy or insolvency, or for reorganization or for appointment of a receiver or trustee of all or a portion of the Tenant's property, if within 90 days after the commencement of any such proceeding against the Tenant such petition shall not have been dismissed.

(5) Upon the business of the Tenant being closed for a period of fifteen (15) days in succession, except for reason of death in the family of the Tenant or ordinary business practice or accident or emergency beyond Tenant's control.

(b) Upon the occurrence of an event of default, the Landlord at any time thereafter may give written notice to the Tenant specifying such event of default and stating that this lease shall expire on the date specified in such notice, which shall be at least 20 days after the giving of such notice, and upon the date specified in such notice this lease and all rights of the Tenant hereunder shall terminate.

(c) Upon the expiration of this lease pursuant to sub-paragraph 15(b) above, the Tenant shall peacefully surrender the leased property to the Landlord and the Landlord, upon or at any time after any such expiration, may without further notice reenter the leased property and repossess it by force, summary proceedings, ejection, or otherwise, and may dispossess the Tenant and remove the Tenant and all other persons and property from the leased property and may have, hold, and enjoy the leased property and the right to receive all rental income therefrom.

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(d) At any time after such expiration, the Landlord may relet the leased property or any part thereof for such term and on such conditions as the Landlord, in its uncontrolled discretion, may determine and may collect and receive the rent therefor. The Landlord shall in no way be responsible or liable for any failure to relet the leased property or any part thereof, or for any failure to collect any rent due upon any such reletting.

(e) No such expiration of this lease shall relieve the Tenant of its liability and obligations under this lease, and such liability and obligations shall survive any such expiration. In the event of any such expiration and only after Landlord has taken all reasonable steps and made all reasonable efforts to relet and has been unable to relet, the Tenant shall pay to the Landlord the rent and additional rent required to be paid by the Tenant up to the time of such expiration, and thereafter the Tenant, until the end of what would have been the term of this lease in the absence of such expiration, shall be liable to the Landlord for, and shall pay to the Landlord, as and for liquidated and agreed current damages for the Tenant's default;

(1) the equivalent of the amount of the rent and additional rent which would be payable under this lease by the Tenant if this lease were still in effect, less

(2) the net proceeds of any reletting effected pursuant to the provisions of sub-paragraph 15(d) above, after deducting all the Landlord's expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, legal expenses, reasonable attorneys' fees, alteration costs and expenses of preparation for such reletting.

(f) The Tenant shall pay such current damages, call deficiency, to the Landlord monthly on the days on which the rent and additional rent would have been payable under this lease if this lease were still in effect, and the Landlord shall be entitled to recover from the Tenant each monthly deficiency as such deficiency shall arise. At any time after such expiration, whether or not the Landlord shall have collected any monthly deficiency, the Landlord shall be entitled to recover from the Tenant, and the Tenant shall pay to the Landlord, on demand, as and for liquidated and agreed final damages for the Tenant's default, an amount equal to the difference between the rent and additional rent reserved hereunder for the unexpired portion of the lease term and the then fair and reasonable rental value of the leased property for the same period. In the computation of such damages the difference between any installment of rent becoming due hereunder after the date of termination and the fair and reasonable rental value of the leased property for the period for which such installment was payable shall be discounted to the date of termination at the rate of twelve percent per annum. If the leased property or any part thereof is relet by the Landlord for the unexpired term of this lease, or any part thereof, before presentation of proof of such liquidated damages

to any court, commission, or tribunal, the amount of rent reserved upon such reletting shall be deemed prima facie to be the fair and reasonable rental value for the part or the whole of the leased property so relet during the term of the reletting. Nothing herein contained shall limit or prejudice the right of the Landlord to prove for and obtain as liquidated damages by reason of such termination an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved, whether or not such amount be greater, equal to, or less than the amount of the difference referred to above.

(g) The Tenant hereby expressly waives, so far as permitted by law, the service of any notice of intention to reenter provided for in any statute, or of the institution of legal proceedings to that end. The Tenant, for and on behalf of itself and all persons claiming through or under the Tenant, also waives any right of redemption or reentry or repossession or to restore the operation of this lease in case the Tenant shall be dispossessed by a judgment or by warrant of any court or judge or in case of reentry or repossession by the Landlord. In case of any expiration of this lease, the Landlord and the Tenant, so far as permitted by law, waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other on any matter arising out of or in any way connected with this lease, the relationship of landlord and tenant, the Tenant's use or occupancy of the leased property, or any claim of injury or damage. The terms "enter", "reenter", "entry", or "reentry", as used in this lease are not restricted to their technical legal meaning.

(h) Notwithstanding any of the provisions of paragraph 15 of this agreement, any damages due Landlord by default of Tenant shall be limited to the rent due under paragraph 3 of this agreement plus any liquidated damages judicially provable. Landlord will at all times endeavor to mitigate rental obligations of Tenant and will use all reasonable effort to rereat or relet said premises and charge Tenant only for any excess between the amount of rereat and the amount of rent under this agreement.

16. COSTS AFTER DEFAULT: The Tenant shall pay and indemnify the Landlord against all legal costs and charges, including counsel fees lawfully and reasonable incurred, in obtaining possession of the leased premises after a default of the Tenant or after the Tenant's default in surrendering possession upon the expiration or earlier termination of the term of the lease or enforcing any covenant of the Tenant herein obtained.
17. QUIET ENJOYMENT: The Landlord covenants with the Tenant that it has good right to lease said premises in the manner aforesaid, and it will permit the Tenant, upon Tenant's keeping all the covenants on its part as herein contained, to occupy, possess and enjoy said premises during the term aforesaid, without hindrance or molestation from the Landlord or any other person claiming by, from or under it.

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18. NOTICE: Any notice or notices provided for in this agreement must be in writing and may be personally served upon the party or parties to receive such notice either within or without the State of Connecticut, or may be deposited in the United States Mail, postage fully prepaid, in a registered or certified envelope addressed to the party or parties to be served at following addresses to wit:

TO LANDLORD: Victorian Associates, Inc.
4 Ridgewood Drive
Danbury, CT 06811

TO TENANT: City of Danbury
403 Main Street
Danbury, CT 06811

19. CHANGE OF ADDRESS: The persons and places to which notices are to be mailed may be changed from time to time by Landlord or Tenant upon written notice to the other.

20. SHORT FORM: Either party may request the other to execute a memorandum of lease suitable for recording containing information required by Section 47-19 of the Connecticut General Statutes (Rev. 1958) but specifically excepting the rental provisions hereof.

21. INTERPRETATION: In construing this lease, the singular shall include the plural and the plural the singular, and the neuter gender shall include the masculine and feminine genders, and vice versa, as the context may require.

If there is more than one party tenant, the covenants of the Tenant shall be the joint and several obligations of each such party. If the Tenant is a partnership, the covenants of the Tenant shall be the joint and several obligations of each of the partners and the obligations for the firm.

22. CAPTIONS: The captions of this agreement are inserted for convenience in reference only and do not constitute a part of this agreement and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

23. SUCCESSORS: This lease shall be binding upon the parties hereto, and the respective successors, assigns, heirs, and legal representatives of the parties hereto.

24. MODIFICATION: This lease contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties. If any term or provision of this lease or the application thereof to any person or circumstances shall to any extent be invalid and be enforced to the fullest extent permitted by law.

25. ASSIGNMENT WITHOUT PERMISSION: In the event the Tenant sublets or assigns this lease with the Landlord's permission, as herein provided, any increase or assigns this lease with the Landlord's permission, as herein provided, any increase in rent shall belong to the Landlord. Any agreement to circumvent this provision, such as an increase in the sale price of Tenant's business in lieu of a rental increase, shall be cause of violation and breach of this lease. 25-12

26. WAIVERS OF LIEN: Landlord herein reserves the right to request from the Tenant Waivers of Lien in the event Tenant shall commence to do interior repairs to said premises. In the event the Landlord requests such Waivers of Lien, he shall supply the same to the Tenant and the Tenant shall have the same executed by all suppliers of material and labor to said demised premises prior to the commencement of said work.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals and to a duplicate of the same tenor and date this day of , 1989.

Signed, Sealed and Delivered in the Presence of:

LANDLORD
VICTORIAN ASSOCIATES

BY: _____
ROBERT BOTELHO

BY: _____
JAMES MATHER

TENANT
CITY OF DANBURY
DANBURY, CONN

BY: _____
MAYOR

STATE OF CONNECTICUT)
) ss:Danbury
COUNTY OF FAIRFIELD)

Personally appeared _____ of City of Danbury, who acknowledges the foregoing to be free act and deed and free act and deed of said corporation, before me.

Notary Public



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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

PLEASE REPLY TO:

October 11, 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: Lease Between the City of Danbury and FAA
Lease No. DTFAl2-89-L-R1927
Weather Observation System (WOS)
Danbury Municipal Airport

Dear Mayor and Council Members:

Enclosed please find the proposed lease between the City of Danbury and the United States of America for property described in Schedule A of the attached proposal. This agreement would lease and continue to lease space described in said schedule to the Federal Government for establishing and maintaining utility lines, drainage facilities and other additions and fixtures for purposes of a weather observation station.

Please submit this matter for consideration to the appropriate subcommittee of the Common Council at your early convenience. If you have any questions on this in the meantime, please call this office or that of the Airport Administrator.

Very truly yours,

Laszlo L. Pinter
Assistant Corporation Counsel

LLP:cr

Attachment

c: Paul D. Estefan
Airport Administrator

Donald Crudginton, Chairman
Danbury Aviation Commission

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DEPARTMENT OF TRANSPORTATION
 FEDERAL AVIATION ADMINISTRATION
 NEW ENGLAND REGION
 12 NEW ENGLAND EXECUTIVE PARK
 BURLINGTON, MASSACHUSETTS 01803

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LEASE NO: DTFA12-89-L-R1927
 FACILITY: WEATHER OBSERVATION SYSTEM (WOS)
 LOCATION: DANBURY MUNICIPAL AIRPORT, DANBURY, CT

LEASE BETWEEN
 CITY OF DANBURY

AND

THE UNITED STATES OF AMERICA

THIS LEASE, made and entered into this day of in the year
 one thousand nine hundred and eighty-nine by and between THE CITY OF
 DANBURY, A MUNICIPAL CORPORATION LOCATED IN FAIRFIELD COUNTY ORIGINATING AND
 EXISTING UNDER THE LAWS OF THE STATE OF CONNECTICUT, whose address is 155
 DEAR HILL AVENUE, DANBURY, CONNECTICUT, for itself and its heirs, executors,
 administrators, successors and assigns, hereinafter called the Lessor, and
 THE UNITED STATES OF AMERICA, hereinafter called the Government.

WITNESSETH: The parties hereto for the consideration hereinafter
 mentioned covenant and agree as follows:

1. For the term beginning October 1, 1989 and ending September 30, 1990
 the Lessor hereby leases to the Government the property described in Exhibit
 A, attached hereto and made a part hereof.

a. Together with a right-of-way for ingress and egress from the
 premises; a right-of-way or rights-of-way for establishing and maintaining a
 pole line or pole lines for extending electric power, and telecommunications
 facilities to the premises; and right-of-way for subsurface power,
 communication and water lines to the premises; all rights-of-way to be over
 the said lands and adjoining lands of the lessor, and unless herein
 described by metes and bounds, to be by routes reasonably determined to be
 the most convenient to the Government.

b. And the right of grading, conditioning, and installing drainage
 facilities, and seeding the soil of the premises, and the removal of all
 obstructions from the premises which may constitute a hindrance to the
 establishment and maintenance of air navigation and telecommunications
 facilities.

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c. And the right to make alterations, attach fixtures, and erect additions, structures or signs so placed in or upon, or attached to the said premises shall be and remain the property of the Government, and may be removed upon the date of expiration or termination of this lease, or within ninety (90) days thereafter, by or on behalf of the Government, or its grantees, or purchasers of said alterations, fixtures, additions, structures, or signs.

2. This Lease may at the option of the Government, be renewed from year to year and otherwise upon the terms and conditions herein specified. The Government's option shall be deemed exercised and the Lease renewed each year for one (1) year unless the Government gives the Lessor thirty (30) days written notice that it will not exercise its option before this Lease or any renewal thereof shall extend the period of occupancy of the premises beyond the 30th day of September, 2009 and provided further that adequate appropriations are available from year to year for the payment of rentals.

3. For and in consideration of the benefit to the Danbury Municipal Airport and the general public using the same, the Lessor agrees to and grants to the Government all terms and conditions herein at no cost.

4. The Government may terminate this lease, in whole or in part, at any time by giving at least 30 days notice in writing to the Lessor, and no rental shall accrue after the effective date of termination. Said notice shall be sent by certified or registered mail.

5. The Government shall surrender possession of the premises upon the date of expiration or termination of this lease. If the Lessor by written notice at least 30 days before the date of expiration or termination requests restoration of the premises, the Government at its option shall within ninety (90) days after such expiration or termination, or within such additional time as may be mutually agreed upon, either (1) restore the premises to as good condition as that existing at the time of the Government's initial entry upon the premises under this lease or any preceding lease (changes to the premises in accordance with paragraph 1(a), 1 (b) and 1 (c) above, ordinary wear and tear, damage by nature elements and by circumstances over which the Government has no control, excepted) or (2) make an equitable adjustment in the lease amount for the cost of such restoration of the premises or the diminution of the value of the premises if unrestored, whichever is less. Should a mutually acceptable settlement be made hereunder, the parties shall enter into a supplemental agreement hereto effecting such agreement. Failure to agree to any such equitable adjustment shall be a dispute concerning a question of fact within the meaning of the Contract Disputes Act of 1978 (Public Law 95-563).

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6. The Lessor agrees to bear all cost associated with the relocation, replacement or modification of the Government's facility constructed on the leased premise when it is made necessary by airport improvements or changes made or caused to be made by the Lessor which in the Government's opinion impair or interrupt the technical and/or operational characteristics of the facility. The payment of such relocation, replacement or modification cost shall be made by the Lessor to the Government based on the Government's cost estimates, the lessor shall pay only the actual costs. When relocations, replacement or modifications are necessary due to cause not attributable to either party, funding responsibility shall be determined by the Government on a case-by-case basis. The conditions herein stated do not preclude the Lessor from applying for the assistance under the Airport Improvement Program.

The Government shall have the exclusive right to determine how all the facets of the relocation of the Government facility will be accomplished. This includes but is not limited to the engineering site selection, procurement of equipment, construction, installation, testing flight inspection and recommissioning of the facility.

7. Rights-of-way herein granted shall be assured to the Government's duly authorized agents, representatives, contractors and employees.

8. The Lessor grants to the Government the right to utilize any existing power lines, control lines, conduits or other facilities of the Lessor which are adaptable to use in connection with the purposes of this covenant.

9. The Lessor hereby warrants that it has acquired and possesses an adequate real estate right in the property described herein and that it is authorized to grant to the Government and rights and interests set forth herein.

10. The Lessor agrees not to erect or allow to be erected any structure or obstruction of whatsoever kind or nature or to install or allow to be installed any electronic equipment on the site or adjacent land owned by the Lessor that may interfere with the proper operation of the facilities installed by the Government under the terms of this Lease without obtaining prior written consent from the Contracting Officer.

11. The Lessor shall, upon notice by the Government, immediately cease any operation or alleviate any physical conformation that has or may cause interference with the Government's National Airspace System communications frequency band.

12. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this clause is made with a corporation for the corporation's general benefit. (52.203-1)

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13. The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this Lease upon agreement or understanding for a commission, brokerage, percentage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this Lease without liability or, at its discretion, to deduct from amounts otherwise due under this Lease or other consideration, the full amount of such commission, brokerage, percentage or contingent fee.

14. This contract incorporates the following clauses attached hereto and made a part hereof.

- a. Gratuities
- b. Covenant Against contingent Fees
- c. Contract Disputes Act

15. All notices sent to the parties under this Lease shall be addressed as written below. Written notice will be submitted to the other party when a change in that shown occurs:

TO THE LESSOR

The City of Danbury
155 Dear Hill Avenue
Danbury, CT 06180

TO THE GOVERNMENT

Department of Transportation
Federal Aviation Administration
New England Region
12 New England Executive Park
Burlington, MA 01803
Attn: Realty Contracting Officer

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date above written:

THE CITY OF DANBURY

UNITED STATES OF AMERICA

BY: _____

BY: _____

BARBARA J. MINKLEIN

TITLE: _____

TITLE: Realty Contracting Officer

DATE: _____

DATE: _____

26-6

I, _____, certify that I am the _____

_____ of the _____
(State, Municipality or other Public Authority)

named in the foregoing agreement; that _____,

who signed Lease No. DTFA12-89-L-R1927 on behalf of the _____,

was then _____ of said _____;

that said agreement was duly signed for and in behalf of said _____

_____ by authority of its governing body and is within the
scope of its powers.

(Signature) (Corporate Seal)

26-8

GRATUITIES

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agency head, or another representative:

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) above, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c) (2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract. (52.203-3)

26-4

Covenant Against Contingent Fees

- (a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.
- (b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.
"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.
"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.
"improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.
(52.203-5)

26-10

CONTRACT DISPUTES ACT of 1978 (Public Law 95-563).

Except as provided in the Act, all disputes arising under or relating to this Lease shall be resolved in accordance with this clause.

- a. As used herein, "Claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of lease terms, or other relief arising under or relating to this Lease.
- b. A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim for the purposes of the Act. However, where such submission is subsequently not acted upon in a reasonable time, or disputed either as to liability or amount, it may be converted to a claim pursuant to the Act.
- c. A claim by the Lessor shall be made in writing and submitted to the Contracting Officer for decision. A claim by the Government shall be subject to the decision by the Contracting Officer.

For Lessor claims of more than \$50,000, the Lessor shall submit with the claim a certification that the claim is made in good faith; the supporting data are accurate and complete to the best of the Lessor's knowledge and belief; and the amount requested accurately reflects the contract adjustment for which the Lessor believes the Government is liable. The certification shall be executed by the Lessor if an individual. When the Lessor is not an individual, the certification shall be executed by a senior company official in charge at the Lessor plant or location involved, or by an officer or general partner of the Lessor having overall responsibility for the conduct of the Lessor's affairs.

For Lessor claims of \$50,000 or less, the Contracting Officer must render a decision within 60 days. For Lessor claims in excess of \$50,000, the Contracting Officer must decide the claim within 60 days or notify the Lessor of the date when the decision will be made.

The Contracting Officer's decision shall be final unless the Lessor appeals or files a suit as provided in the Act.

The authority of the Contracting Officer under the Act does not extend to claims or disputes which by statute or regulation other agencies of the Executive Branch of the Federal Government are expressly authorized to decide.

26-11

The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each six-month period as fixed by the Treasury Secretary during the pendency of the claim.

Except as the parties may otherwise agree, pending final resolution of a claim by the Lessor arising under the Lease, the Lessor shall proceed diligently with the performance of the Lease and its terms accordance with the Contracting Officer's decision.

26-16

EXHIBIT "A"

A location 500 feet southeasterly of the air traffic control tower and approximately 450 feet from the centerline of Runway 8/26, more specifically depicted on Drawing No. EA-D-24297, attached hereto and made a part hereof.



27-1

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DANBURY MUNICIPAL AIRPORT
P. O. BOX 2299
WIBLING ROAD

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

October 17, 1989

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

Honorable Mayor and Members of the Common Council:

Please be advised that on Monday October 16, 1989 at the Danbury Aviation Commission meeting the commission approved the attached Suburban Communication Lease. It has been forwarded to you for your review and approval. If you need any information regarding this lease please contact me.

Sincerely,

Paul D. Estefan
Airport Administrator

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AGREEMENT made this th day of September , 1989 , by and between the CITY OF DANBURY, Connecticut (hereafter the "Lessor" and SUBURBAN COMMUNICATIONS INC. , a New York corporation with a principal place of business at 37 Fulton Street, White Plains, New York (hereafter the "Lessee").

W I T N E S S E T H :

1. Lease of Antenna Space. The Lessor hereby gives to the Lessee the right to erect and maintain a radio antenna on the tower known as "The Rotating Beacon Site", located at Spruce Mountain, Danbury, Connecticut (hereafter the "Site"), subject to the terms of this Agreement.

2. Term. The term of this Agreement shall be for ten (10) years commencing on September 1, 1989 and terminating on August 31, 1999.

3. Rent. The Lessee shall pay to the Lessor the sum of One hundred Twenty Five (\$125.00) Dollars per month, payable on the first day of each month during the term of this Agreement for the privilege of using said antenna space.

4. Utilities. The Lessee shall be solely responsible for bringing any utilities as may be required for the use of its antenna to the Site. The Lessee shall be solely responsible for payment of any utility use charges. The Lessor agrees to allow the Lessee to use its existing utility poles to run any utility wires to the Site.

5. Lessee's Obligations. The Lessee agrees:

(a) All ordinances, rules and regulations of the City of Danbury, its departments, or other governmental authority shall at all times be fully and promptly complied with.

(b) Such antenna shall be erected and maintained at the expense of the Lessee and at its sole risk. The Lessee shall pay for any and all damage to persons as well as to property that may in any manner be caused by the erection or maintenance of such antenna and shall save the Lessor harmless of and from any loss or damage by reason of such erection or maintenance.

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(c) Lessee shall not erect such antenna until the size and type, method of erection and the location have been approved by the Airport Administrator.

(d) Lessee shall provide the Lessor with a guarantee from the radio and antenna manufacturers that such equipment will not cause any disruption to other transmissions at the Lessor's Site.

(e) The primary use of the Site is for airport navigation, therefore, Lessee acknowledges that its use is secondary to that of the Danbury Municipal Airport.

6. Liberty to Enter. The Lessee shall be at liberty forthwith to enter into and upon the Site with workmen and all necessary appliances and to maintain the antenna and all necessary electric wires, meters, and other things reasonably required for making the antenna effective, all of which work shall be done by and at the sole expense of the Lessee. All such work shall be done during normal business hours of the Danbury Municipal Airport, with prior approval of the Airport Administrator.

7. Tower Repairs. The Lessee agrees to remove its antenna when the tower requires maintenance such as painting, retorquing, and the like. The Lessor shall give notice to the Lessee five (5) business days prior to the date when such removal is required.

8. Insurance. The Lessee shall cause the Lessor to be named as an additional insured on the liability policy which the Lessee carries on its radio and antenna. Such insurance shall be approved by the City of Danbury prior to execution of this Agreement.

9. Assignment. The Lessee shall not assign or sublet this Lease to a third party without the prior consent of the Lessor, which consent shall not be unreasonably withheld.

10. Option. At the expiration of the original term of this Lease, the Lessee shall have the right to renew this lease for an additional term of ten (10) years upon the same terms and conditions herein set forth, except for the rent. The annual rent during such renewal period shall be One Thousand Two Hundred (\$1,200.00) Dollars,

27-4

times one (1) plus or minus the aggregate net percentage change in the United States General Consumer Price Index for October 1, 1996 compared to the "Index" figure for October 1, 1986. Said annual rent shall be payable in equal monthly installments on the first day of each month in advance. To exercise this option, the Lessee shall give Lessor notice of its intention to do so, by certified mail not less than ninety (90) days prior to the expiration of the original term herein.

11. Successors. This Lease shall be binding upon the parties hereto, and the respective successors, assigns, heirs, and legal representatives of the parties hereto.

12. Modification. This Lease contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties. If any term or provision of this lease or the application thereof to any party or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be valid and be enforced to the fullest extent permitted by law.

13. Termination of Agreement by City of Danbury. The City of Danbury reserves the right to terminate this Agreement at any time by a Notice in writing from the City to Automated Waste Disposal, Inc. in the event the leased premises no longer become available for the purposes stipulated in the Agreement. Such unavailability would be due to destruction or removal of the "Rotating Beacon Site", or other occurrence which would result in the Lessor being unable to provide sufficient facilities for said antenna.

14. Default. Lessor will consider Lessee in default if said rent is tendered after the tenth (10th) day of any month during which rent is due. Lessee waives any notice of default. In the event of such default, Lessor may require Lessee to remove the antenna at Lessee's own expense. If Lessee refuses and Lessor is required to remove the antenna, any costs incurred in such removal shall be charged to the Lessee.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals and to a duplicate of the same tenor and date this day of September , 1989.

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Signed, Sealed and Delivered in the presence of:

CITY OF DANBURY

By _____, Its Mayor

SUBURBAN COMMUNICATIONS INC.

By David P. Murphy, its President

STATE OF CONNECTICUT: : ss. Danbury
COUNTY OF FAIRFIELD :

September , 1989

Personally appeared, _____, Mayor of the City of Danbury, and acknowledged the signing of the foregoing to be his free act and deed of the City of Danbury, before me,

STATE OF CONNECTICUT: : ss. Danbury
COUNTY OF FAIRFIELD :

September , 1989

Personally appeared, David P. Murphy, President of Suburban Communications Inc., and acknowledged the signing of the foregoing to be he free act and deed and the free act and deed of Suburban Communications Inc., before me.



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

PLANNING COMMISSION
(203) 797-4525

November 9, 1989

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

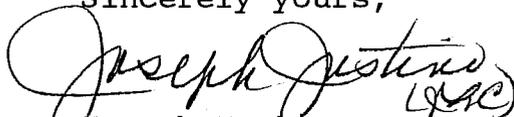
Re: 8-24 Referral - Proposed Lease between City of
Danbury (Lessor) and Tisano (Lessee) Property on
Backus Avenue

Dear Council Members:

The Planning Commission voted a positive recommendation
for the proposed lease between the City of Danbury
(Lessor) and Tisano (Lessee) for property on Backus
Avenue.

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

Sincerely yours,


Joseph Justino
Vice-Chairman



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DANBURY MUNICIPAL AIRPORT
P. O. BOX 2299
WIBLING ROAD

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

October 17, 1989

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

Honorable Mayor and Members of the Common Council:

Please be advised that on Monday October 16, 1989 at the Danbury Aviation Commission meeting the commission approved the attached Tisano Lease. It has been forwarded to you for your review and approval. If you need any information regarding this lease please please contact me.

Sincerely,

Paul D. Estefan
Airport Administrator

This Indenture,

Made by and between CITY OF DANBURY, a municipal corporation of the State of Connecticut, acting herein by Joseph H. Sauer, its Mayor, hereunto duly authorized, pursuant to a resolution of the Common Council dated

Lessor, and PATRICK J. TISANO and ELEANOR F. TISANO of 30 Sweet Briar Court, Stamford, Connecticut

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

All that certain piece or parcel of land situate in the City of Danbury, County of Fairfield and State of Connecticut, shown and designated as "Proposed Lease Area 16,400 S.F. +/- 0.38 Acres +/-" on a certain map entitled "Sketch prepared for Pat Tisano Backus Ave - Danbury, Connecticut Scale 1" = 30' July 8, 1988" Prepared by Surveying Associates, P.C. 432 Main St., Danbury, Conn., bounded and described as follows:

- NORTHERLY: By other land of the Lessee, 220 feet, more or less;
- EASTERLY: By land of the City of Danbury, 47 feet, more or less;
- SOUTHERLY: By land of the City of Danbury, 226 feet, more or less; and
- WESTERLY: By land of the City of Danbury, 103 feet, more or less.

for the term of five (5) years from the _____ day of _____ A. D. 1988
for the term _____ rent of \$15,504.00
payable in equal monthly payments of \$228.00
each, to wit: on the first _____ day of _____
second years of the term; \$266.00 each, to wit: on the first and
of each month for the third and fourth years of the term; and
\$304.00 each, to wit: on the first day of each month for the
fifth year of the term.

~~XXXXXX~~
~~XXXXXX~~

And the said **Lessor** covenant s with the said Lessees that it has good right to lease said premises in manner aforesaid, and that it will 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 **Lessor** s covenant with the said Lessor to hire said premises and to pay the rent therefore 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 thereon, 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.

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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 s

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

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

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

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

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

See Schedule A annexed hereto and made a part hereof.

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

Signed, Sealed and Delivered in presence of CITY OF DANBURY, Lessor

By _____
Hon. Joseph H. Sauer
Its Mayor, Hereunto duly authorized

Patrick J. Tisano, Lessee

Eleanor F. Tisano, Lessee



State of Connecticut, }
County of _____ } SS.

A. D., 19

Personally appeared

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

Notary Public.
Commissioner of Superior Court,

State of Connecticut, }
County of _____ } SS.

A. D., 19

Personally appeared

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

Notary Public.
Commissioner of Superior Court,

CITY OF DANBURY

TO

PATRICK J. TISANO and
ELEANOR F. TISANO

Dated,

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SCHEDULE A

AND IT IS FURTHER AGREED that the demised premises shall be used only for parking automobiles and motor vehicles which belong to the Lessees' employees, invitees, occupants or owners, and by the employees, invitees, occupants or owners of the Lessees' tenants in the premises adjoining the demised premises.

AND IT IS FURTHER UNDERSTOOD AND AGREED that the Lessees shall have the right to fill, grade and pave the demised premises to the extent required for automobile and motor vehicle parking only.

AND IT IS FURTHER UNDERSTOOD AND AGREED that any improvements to the demised premises not specifically called for or permitted above shall only be made after written permission and consent has been obtained from the Lessor. Any and all such improvements made by the Lessee herein as specified in this Lease or hereinafter permitted shall not be removed from the premises but shall become the property of the Lessor.

AND IT IS FURTHER UNDERSTOOD AND AGREED that the Lessor may, at any time, relocate the demised premises, provided that the new premises adjoin property owned by the Lessees, their successors or assigns, and provided that the new premises are equivalent in size and quality to the demised premises described herein. In the event of such relocation, all of the terms and conditions of this Lease shall apply to the new demised premises.

THE LESSEES FURTHER AGREE to save and hold harmless the Lessor from any suit or claim for injury to any person or persons or for any damage to property arising out of the use, occupancy or possession of the demised premises by the Lessees or anyone using said property with or without the permission of the Lessees.

THE LESSEES FURTHER AGREE to maintain at all times in full force and effect liability insurance with an insurance company licensed to do business in the State of Connecticut and acceptable to the Lessor. Said liability policy shall name the City of Danbury and the Danbury Aviation Commission as additional insureds and said policy shall provide coverage of not less than \$100,000.00 for injury to any one person, \$300,000.00 coverage for any one accident and property damage coverage of a minimum of \$50,000.00 for any one or more items of property for each accident.

AND IT IS FURTHER UNDERSTOOD AND AGREED that the Lessees shall have the option to renew this Lease upon the same terms and conditions, except as hereinafter stated, for an additional term of five (5) years; provided, however, that the Lessees shall give to the Lessor written notice by certified mail on or before one hundred eighty (180) days prior to the conclusion of the original term. In the event of such a renewal, the rental for the demised term shall be TWENTY THOUSAND NINE HUNDRED SEVENTY-SIX AND 00/100 (\$20,976.00) DOLLARS payable monthly as follows: \$304.00 on the first day of each month for the sixth year of the term; \$342.00 on the first day of each month for the seventh and eighth years of the term; and \$380.00 on the first day of each month for the ninth and tenth years of the term.

All of the terms, covenants and conditions of this lease shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto.

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Lessees use of the premises shall be subject at all times to the regulations of the City of Danbury Airport Commission and the Federal Aviation Administration and shall conform thereto and shall be further subject to and subordinate to all current existing and future agreements between said City of Danbury and the Federal Aviation Administration.

AND IT IS FURTHER UNDERSTOOD AND AGREED that the Lessor shall have the right to park cars in common with the Lessee on the leased premises for the limited purpose of providing Soccer Field Parking during the season when the adjacent property is used by the Lessor for a Soccer Field. Provided, however, that said parking shall be limited to the days on which the Soccer Field is used by the Lessor or its assigns and provided further that the parking shall be limited to the demised premises and not to other adjacent premises of Lessee. Notwithstanding the foregoing, the Lessee grants to Lessor a right to pass and repass over a driveway from Backus Avenue to the demised premises for vehicle access to the demised premises for the limited purpose of parking as set forth in this paragraph. The Lessor shall indemnify and hold the Lessee harmless from any claim of injury to person or property arising out of the use of the demised premises for parking or the use of the driveway from Backus Avenue to the demised premises for purposes of such parking. At Lessees option, a fence may be erected along the boundary line of the demised premises as a separating fence from the adjacent property owned by Lessor provided that a proper gate or passageway be maintained to allow pedestrian access to the Soccer Field from the demised premises.



29-1

CITY OF DANBURY
DANBURY, CONNECTICUT 06810

FIRE DEPARTMENT
19 NEW STREET

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

November 22, 1989

To: Mayor Gene F. Eriquez
From: Antonio L. Lagarato, Chief Fire Executive
Subject: 1981 Chevrolet Ambulance

Dear Mayor Eriquez:

I am making an urgent request that a decision be made at this time for approval of funds for the replacement of the chassis on the 1981 Chevrolet Ambulance. This ambulance was involved in an accident and sustained considerable damage. We have been informed by the adjuster for our insurance carrier that the figure is \$4,959.00 for the repair of the ambulance.

It is my opinion that we should not have this ambulance repaired. It is also my opinion that the money should be applied towards the replacement of the chassis and associated ambulance body and equipment changeover costs.

I am enclosing a copy of a memo from Richard Tomaino, our Superintendent of Apparatus.

I would like this request for the funds for the chassis and related changeover work be placed on the December 1989 Common Council agenda.

If you have any questions, please feel free to contact me as soon as possible. I feel that this is a priority item if we are going to be able to maintain our quality ambulance service to the citizens of our City. It will take at least three to four months to get this changeover completed once the funds are approved.

Thank you for your cooperation in this very important request.

Sincerely,

Antonio L. Lagarto
Chief Fire Executive

ALL:mw

Enclosure

C-RIK T.
S. K. P.

RECEIVED
FIRE DEPT

DEC 1 1989

Handwritten initials

To: Antonio L. Lagarto, Chief Fire Executive
From: Richard F. Tomaino, Supt. of Apparatus
Date: November 21, 1989
Re: Ambulance Chassis Damage Report

Chief:

I have been notified of the agreed amount, as determined by the city's insurance carrier, relating to the collision damage on our 1981 Chevrolet ambulance. The figure is \$4,959.90 less the \$1,000.00 deductible or \$3,959.90.

The extensive damage caused by the accident would incur costs that would normally total an ordinary truck chassis; it would not total an ambulance, however, because of the cost of the ambulance body change-over. Because of the age and the type of mileage of this chassis and the fact that this is one of two ambulance chassis that are long overdue for replacement, I would like to propose the following steps be initiated at this time:

1. No consideration whatsoever be given to repair of the existing chassis.
2. Introduce at the regular December Common Council meeting, a request to the Council for consideration to approve the necessary funding for purchase of a new ambulance chassis and associated ambulance body and equipment change-over costs. I estimate the cost of this project to be approximately \$30,000 to \$35,000 in total.
3. If a decision can be made by the January meeting, or sooner if possible, I can start immediately to prepare the specifications and get the project into the system for bidding. Specifications would be submitted to the Purchasing Agent within two weeks from certification of funds for this project.
4. The insurance adjustment would be applied towards the purchase price.
5. Any trade-in or salvage value offered for the damaged chassis would also be used to reduce the purchase cost. A description of the damaged chassis will be provided and trade-in or salvage adjustments will be requested in the bid proposal.

Richard F. Tomaino

RECEIVED
FINANCE
DEC 1 1989

30-2

To: Ms. Constance A. McManus -2- November 1, 1989

It was not until 1987 that the Masurets learned of the existence of the old road running along their current driveway. The Masurets have in fact, exercised exclusive control, dominion and possession of the disputed property underlying Neversink Road since 1967.

Accordingly, the Masurets seek a discontinuance of Old Neversink Road as set forth and described in Exhibit A and within the quit claim deeds of Ms. DiNunzio and Mr. Manocherian as attached. I would also request at this time that this matter be expedited if possible, so as to resolve what has become a rather lengthy and extremely expensive process for the Masurets. As such, we would appreciate any consideration the Common Council could extend in the resolution of this case.

If there are any further questions or comments the Council has of the Masurets, please do not hesitate to contact me. We look forward to your anticipated favorable response.

Very truly yours,



Christopher G. Winans

CGW/mg

cc: Laszlo L. Pinter, Esq.
Mr. and Mrs. Leo Masuret

3012

EXHIBIT A

ALL THAT CERTAIN piece or parcel of land, situated in the City of Danbury, County of Fairfield, State of Connecticut, bounded and described as follows:

Commencing at a point on the easterly side of Bear Mountain Road, which point marks the southwesterly corner of property now or formerly of Rita M. Portella, thence running N 82° 46' 10"E 134.83' to a point, thence running N 82° 32' 10"E 68.21' to a point marking the southeasterly corner of property now or formerly of Rita M. Portella, thence running S 79° 13'E 33.67' to a point, thence running S 84° 45' 30"E 19.27 to a point, thence running S 86° 00' 20"E 55.95' to a point, thence running S 72° 09' 40"E 103.97' to a point, thence running N 71° 35' 50"E 35.60' to a hub and tack, thence running N 85° 59' 50"E 50.628' to a point marking the easterly border of land now or formerly of Charles Leo Maserat and Marlene M. Maserat, thence running S 44° 57' 25"W 78.36' to a wall marking the northerly border of land now or formerly of John Manocherian, thence running N 68° 56' 18"W 128.84' to a point, thence running N 80° 54' 18"W 89.30' to a point, thence running S 88° 29' 18"W 45.86' to a point, thence running S 84° 30' 51"W 77.42' to a point, thence running S 79° 20' 42"W 109.71' to a point, thence running N 66° 33' 18"W 32.86' to a point on the easterly side of Bear Mountain Road, thence running N 60° 10' 45"E 36.64" to the point or place of beginning.

Being the same parcel as shown on certain maps entitled "Property to be conveyed to Frank & Marlene Gillooly, Danbury, Conn., Scale 1" = 100', June 29, 1967, certified substantially correct, Herbert M. Bennison, R.L.S." which map is on file on the land records of the City of Danbury as Map 4028 and "Map prepared for Marlene Masuret, off Bear Mountain Road, Danbury, Connecticut, Scale 1" = 50', February 8, 1980, amended December 10, 1980, amended January 22, 1981, amended December 6, 1985, certified substantially correct, C. James Osborne, Jr., R.L.S." which map is on file on the land records of the City of Danbury as Map 8502.

86821-2
20-4

QUIT-CLAIM DEED

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:

KNOW YE, That JOHN MANOCHERIAN, of 475 Park Avenue South, New York, New York, herein designated as the Grantor, for the consideration of One (\$1.00) Dollar, received to Grantor's full satisfaction from LEO MASURET and MARLENE MASURET, whose mailing address is Bear Mountain Road, Danbury, Connecticut 06810, herein designated as the Grantees, does by these presents remise, release and forever Quit-Claim unto the said Grantees and to the Grantees' heirs, successors' and assigns' forever, all the right, title, interest, claim and demand whatsoever as the said Grantor has or ought to have in or to the property underlying a certain portion of a city road known as "Old Neversink Road" or "Neversink Road" which road is situated in the City of Danbury, County of Fairfield and State of Connecticut more particularly bounded and described as follows:

ALL THAT CERTAIN piece or parcel of land, situated in the City of Danbury, County of Fairfield, State of Connecticut, bounded and described as follows:

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Being the same parcel as shown on certain maps entitled "Property to be conveyed to Frank & Marlene Gillooly, Danbury, Conn., Scale 1" = 100', June 29, 1967,

"No Conveyance Tax collected

Michael R. Deane
Town Clerk of Danbury"

PINNEY, PAYNE, VANLENTEN, BURRELL, WOLFE & DILLMAN, P.C.
ATTORNEYS AND COUNSELLORS AT LAW

90 5

certified substantially correct, Herbert M. Bennison, R.L.S." which map is on file on the land records of the City of Danbury as Map 4028 and "Map prepared for Marlene Masuret, off Bear Mountain Road, Danbury, Connecticut, Scale 1" = 50', February 8, 1980, amended December 10, 1980, amended January 22, 1981, amended December 6, 1985, certified substantially correct, C. James Osborne, Jr., R.L.S." which map is on file on the land records of the City of Danbury as Map 8502.

TO HAVE AND TO HOLD the premises hereby remised, released and quit-claimed with all the appurtenances unto the said Grantees and to the Grantees' heirs, successors and assigns forever, so that neither the Grantor nor the Grantor's heirs, successors or assigns nor any other person claiming under or through the Grantor shall hereafter have any claim, right or title in or to the premises or any part thereof, but therefrom the Grantor and they are by these presents, forever barred and excluded.

In all references herein to any parties, persons, entities or corporations the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

IN WITNESS WHEREOF, the Grantor has signed and sealed this instrument, or if a corporation, it has caused these presents to be signed by its corporate officers and its corporate seal to be hereto affixed this 18th day of May, 1988.

Signed, Sealed and Delivered in the presence of or Attested by

Jo Anne Lissie
[Signature]

John Manocherian
John Manocherian

STATE OF NEW YORK :
: ss.: NEW YORK, May 18, 1988
COUNTY OF NEW YORK :

Personally appeared JOHN MANOCHERIAN, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, before me.

[Signature]
Notary Public
My Commission Expires: 7/31/89

RONALD H. GITTER
NOTARY PUBLIC, State of New York
No. 31-4743135
Qualified in New York County
Term Expires July 31, 1989

Received for record
at 3:50 p M.
JUN 27 1988

Attest [Signature]

PINNEY, PAYNE, VANLINTEN, BURRELL, WOLFE & DILLMAN, P.C.
ATTORNEYS AND COUNSELLORS AT LAW

30-6

QUIT-CLAIM DEED

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:

KNOW YE, That RITA DiNUNZIO, of Bear Mountain Road, Danbury, Connecticut, herein designated as the Grantor, for the consideration of One (\$1.00) Dollar, received to Grantor's full satisfaction from LEO MASURET and MARLENE MASURET, whose mailing address is Bear Mountain Road, Danbury, Connecticut 06810, herein designated as the Grantees, does by these presents remise, release and forever Quit-Claim unto the said Grantees and to the Grantees' heirs, successors' and assigns' forever, all the right, title, interest, claim and demand whatsoever as the said Grantor has or ought to have in or to the property underlying a certain portion of a city road known as "Old Neversink Road" or "Neversink Road" which road is situated in the City of Danbury, County of Fairfield and State of Connecticut more particularly bounded and described as follows:

ALL THAT CERTAIN piece or parcel of land, situated in the City of Danbury, County of Fairfield, State of Connecticut, bounded and described as follows:

Commencing at a point on the easterly side of Bear Mountain Road, which point marks the southwesterly corner of property now or formerly of Rita M. Portella, thence running N 82° 46' 10"E 134.83' to a point, thence running N 82° 32' 10"E 68.21' to a point marking the southeasterly corner of property now or formerly of Rita M. Portella, thence running S 79° 13'E 33.67' to a point, thence running S 84° 45' 30"E 19.27 to a point, thence running S 86° 00' 20"E 55.95' to a point, thence running S 72° 09' 40"E 103.97' to a point, thence running N 71° 35' 50"E 35.60' to a hub and tack, thence running N 85° 59' 50"E 50.628' to a point marking the easterly border of land now or formerly of Charles Leo Maserat and Marlene M. Maserat, thence running S 44° 57' 25"W 78.36' to a wall marking the northerly border of land now or formerly of John Manocherian, thence running N 68° 56' 18"W 128.84' to a point, thence running N 80° 54' 18"W 89.30' to a point, thence running S 88° 29' 18"W 45.86' to a point, thence running S 84° 30' 51"W 77.42' to a point, thence running S 79° 20' 42"W 109.71' to a point, thence running N 66° 33' 18"W 32.86' to a point on the easterly side of Bear Mountain Road, thence running N 60° 10' 45"E 36.64" to the point or place of beginning.

Being the same parcel as shown on certain maps entitled "Property to be conveyed to Frank & Marlene Gillooly, Danbury, Conn., Scale 1" = 100', June 29, 1967,

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

ATTORNEYS AT LAW

LEE FARM CORPORATE PARK
83 WOOSTER HEIGHTS
POST OFFICE BOX 3499
DANBURY, CONNECTICUT 06813-3499

(203) 743-2721
FAX (203) 792-4759

NEW MILFORD OFFICE
46 MAIN STREET
NEW MILFORD, CONNECTICUT 06776
(203) 355-1181

RIDGEFIELD OFFICE
4 PROSPECT STREET
RIDGEFIELD, CONNECTICUT 06877
(203) 438-3726

COUNSEL
THOMAS L. CHENEY

A. SEARLE PINNEY
BOBBY S. PAYNE*
THOMAS W. VAN LENTEN
HUGH A. BURRELL
ROBERT J. WOLFE
JOHN M. DILLMAN
WILLIAM S. STEELE, JR.
SHELDON A. ROSENBAUM
TED D. BACKER**
RICHARD A. O'CONNOR
JAMES P. GREGORY

ARTHUR S. WASSON***
CHRISTOPHER G. WINANS

November 1, 1989

PLEASE REPLY TO:

Danbury

*ALSO ADMITTED IN VA
**ALSO ADMITTED IN D.C. AND NY
***ALSO ADMITTED IN NY

Ms. Constance A. McManus, President
Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut 06810

Re: Abandonment and/or Discontinuance of "Old Neversink Road"
Petition of Leo and Marlene Masuret

Dear Ms. McManus:

Please accept this letter as an application pursuant to Connecticut General Statutes §13a-7, §13a-49 and the Code of the City of Danbury for abandonment and/or discontinuance of a certain portion of a City road known as "Old Neversink Road" or "Neversink Road" which is described more fully in Exhibit A as attached. This property is currently the subject of a quiet title action between Leo and Marlene Masuret, the plaintiffs and as against John Manocherian, Rita DiNunzio and the City of Danbury. Recently, the Masurets received quit claim deeds of any and all claims to the property from Ms. DiNunzio and Mr. Manocherian. However, the City of Danbury, through the Corporation Counsel, has appeared and defended the case to the present time.

As the members of the Council may know, Old Neversink Road is a "paper road" which runs from the west to east along the southerly border of the Masuret's property, commencing at Bear Mountain Road and running a course that coincides with the Masuret's existing driveway. The road then continues easterly along the southerly boundary of the Masuret's property, parallel to the Candlewood Pines Road. Based upon our research, the road fell into disuse in the late 1920's when the Connecticut Light & Power Company built Lake Candlewood and overflowed a portion of Neversink Road. The portion that has been overflowed was discontinued by the City of Danbury in 1927. However, the portion of the road from Bear Mountain Road to the lake was never formally discontinued.

certified substantially correct, Herbert M. Bennison, R.L.S." which map is on file on the land records of the City of Danbury as Map 4028 and "Map prepared for Marlene Masuret, off Bear Mountain Road, Danbury, Connecticut, Scale 1" = 50', February 8, 1980, amended December 10, 1980, amended January 22, 1981, amended December 6, 1985, certified substantially correct, C. James Osborne, Jr., R.L.S." which map is on file on the land records of the City of Danbury as Map 8502.

TO HAVE AND TO HOLD the premises hereby remised, released and quit-claimed with all the appurtenances unto the said Grantees and to the Grantees' heirs, successors and assigns forever, so that neither the Grantor nor the Grantor's heirs, successors or assigns nor any other person claiming under or through the Grantor shall hereafter have any claim, right or title in or to the premises or any part thereof, but therefrom the Grantor and they are by these presents, forever barred and excluded.

In all references herein to any parties, persons, entities or corporations the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

IN WITNESS WHEREOF, the Grantor has signed and sealed this instrument, or if a corporation, it has caused these presents to be signed by its corporate officers and its corporate seal to be hereto affixed this 10th day of October, 1989.

Signed, Sealed and Delivered in the presence of or Attested by

Christina Wells
Anda Desjardins Straw

Rita DiNunzio
Rita DiNunzio

STATE OF CONNECTICUT :
: ss.: Danbury, October 10, 1989
COUNTY OF FAIRFIELD :

Personally appeared Rita DiNunzio, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, before me.

Christina Wells
Notary Public
My Commission Expires: _____

31-1

THOMAS J. RYAN
ATTORNEY AT LAW
SUITE 210
57 NORTH STREET
DANBURY, CONNECTICUT 06810

November 29, 1989

THOMAS J. RYAN

TONY GHECAS

TELEPHONE
(203) 794-9030
(203) 794-9031
FAX (203) 778-9378

City Clerk
City Hall
Deer Hill Avenue
Danbury, Connecticut
06810

Re: Stanley/Sholtes Subdivision

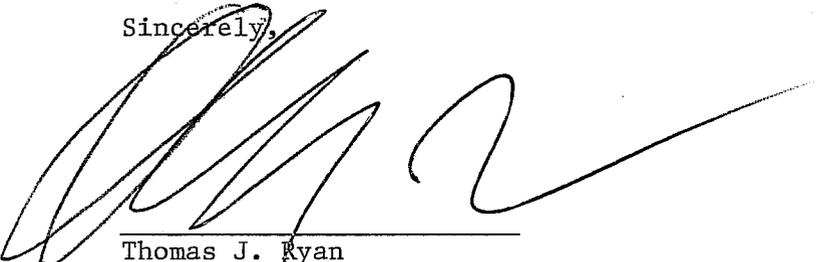
Dear Madam:

Enclosed herewith please find a copy of the Letter of Offering to the Mayor in reference to the above matter.

Please put this matter on the next agenda of the Common Council. It is my understanding the next meeting is scheduled for December 5, 1989.

Thank you for your cooperation in this matter.

Sincerely,



Thomas J. Ryan

TJR:jnc
enclosure

31-2

THOMAS J. RYAN
ATTORNEY AT LAW
SUITE 210
57 NORTH STREET
DANBURY, CONNECTICUT 06810

November 29, 1989

THOMAS J. RYAN
TONY GHECAS

TELEPHONE
(203) 794-9030
(203) 794-9031
FAX (203) 778-9378

The Honorable Gene F. Eriquez
Mayor, City Of Danbury
City Hall
Deer Hill Avenue
Danbury, Connecticut

06810

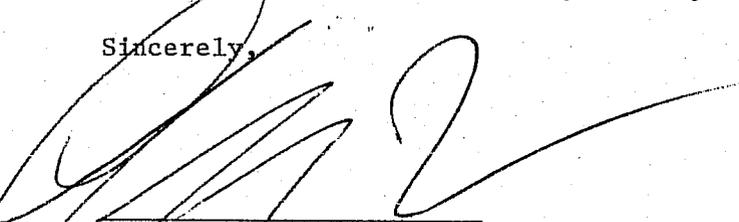
Re: Stanley/Sholtes Subdivision

Dear Sir:

On behalf of my clients I hereby submit this letter offering one piece of real property, more particularly described as Parcel X, on a Map attached hereto, for road purposes to the City of Danbury per prior approval of the Planning Commission.

Should there be any questions concerning this matter please feel free to me regarding the same. Thank you for your cooperation in this matter.

Sincerely,



Thomas J. Ryan

TJR:jnc
enclosure



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

32-

December 5, 1989

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

Re: Adoption of an Ordinance Restricting Parking

Dear Mayor and Council Members:

I respectfully request an ad hoc committee be appointed to recommend an ordinance for the purpose of restricting no parking of vehicles on the street in front of another property owner for more than two hours.

Sincerely yours,

Louis T. Charles

Louis T. Charles
Councilman - Seventh Ward



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

331

73^{5 PM}

TABLED

~~July 6, 1989~~

11-9-89

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

Re: Maintainence of Aerial Ladder Truck and the Serious Consideration of purchasing two ambulance chassis

Dear Mayor and Council Members:

The two chassis have traveled approximately 140,000. I respectfully request that an ad hoc committee be appointed to consider recommending the funding of the two priorities listed below:

1. Ambulance cab and chassis changeover - The E.M.S. Division has three Type 1 ambulance units designated A1, A2, and A3. These ambulances are modular in design to facilitate patient care compartment removal and replacement onto a new cab and chassis. A new cab and chassis replacement should occur every two years based on severity of use, mileage and repair history. After this type of chassis operates beyond two years as a first line unit its dependability decreases dramatically as repair and maintenance costs increase. The increased frequency of breakdowns also creates logistical difficulties. The department has two units that are overdue for changeovers: a 1981 Chevrolet and a 1982 Chevrolet. With a commitment of one changeover every second year at no time will the first line ambulance be more than two years old, at which time it will move into second line position for one year, third line for one year and then removed from service after its fourth year of service.

Cost of this change-over project will be 30,000 per unit for a total of 60,000 or less than one-half the purchase price of a complete ambulance.

(Priority 1)

~~60,000~~ 68,000.00

2. 1981 LTI - (81LT) - Repair ladder body and compartmentation. Replace all rusted body and door panels. Enlarge canopy jump seat area. Install additional compartmentation. Replace basket heat shield. Update ladder hydraulic, air and electrical systems. All work will be performed at LTI and the unit will be recertified upon completion.

(Priority 2)

\$41,685

46,000.00

Respectfully submitted,
Louis T. Charles

Louis T. Charles
Seventh Ward

JLS



207
33-2 ✓

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

October 3, 1989

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

Re: Maintenance of Aerial Ladder Truck

The committee appointed to review the above matter met on September 26, 1989 in the Fourth Floor Lobby in City Hall. In attendance were committee members Connell, Charles and Shaw. Also attending were Council Member Fazio, ex-officio, Chief Lagarto, Michael Esposito, and Richard Tomaino of the Fire Department.

A discussion took place regarding the condition of the equipment. Due to the anticipated increase in private calls requesting an ambulance from the implementation of the E-911 emergency number in November, 1989 the ambulance will be subjected to an increased workload which will exacerbate the present situation. When first purchased, the ambulance chassis was supposed to be replaced every three years. It was never initiated. The ambulance's modular box is the most expensive component of the ambulance and does not necessitate replacement as often as the chassis. This program has been included in previous budgets but was deleted from the final budget in past years.

Mr. Shaw expressed concern that a committee should be formed in order to study the feasibility of establishing ambulance fees in order to make the ambulance service self-sufficient.

Mr. Charles made a motion that \$68,000 be appropriated to purchase two chassis for the 1981 and 1982 Chevrolets. He further recommends that an additional \$40,000 be set aside for this budget year upon notification from the Comptroller in November regarding an anticipated budget surplus for repairs on the 1981 ladder truck. Seconded by Mr. Connell. Motion carried unanimously.

Respectfully submitted,

BARRY J. CONNELL, Chairman

WILLIAM H. SHAW

LOUIS T. CHARLES



35

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

CORPORATION COUNSEL

ERIC L. GOTTSCHALK
LASZLO L. PINTER

ASSISTANT CORPORATION
COUNSEL

PLEASE REPLY TO:

DANBURY, CT 06810

November 20, 1989

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

Re: Tanglewood Drive and Catalpa Drive

Dear Mayor and Council Members:

The City Engineer raised a question concerning the potential need for "downstream" drainage rights in connection with the acceptance of the above-referenced roadways. I sent correspondence to counsel for the developer, Neil Marcus, on August 28, 1989 regarding the subject. In a response dated October 30, 1989, Atty. Marcus advised us that the question of downstream drainage rights would be reviewed by the project engineer. We await his report. Once that response has arrived and has been reviewed by Mr. Schweitzer, we will be in a better position to advise you.

No final action should be taken prior to that time.

Sincerely,

Eric L. Gottschalk
Assistant Corporation Counsel

ELG:r



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

November 8, 1989

ENGINEERING DEPARTMENT
(203) 797-4641

36-1
JOHN A. SCHWEITZER, JR., P.E.
CITY ENGINEER

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

Dear Mayor Sauer and Common Council Members:

Water Main
Old Sherman Turnpike

At the end of old Sherman Turnpike there exists a private water main which originates at a main owned by the City and which serves several existing City Water Department customers.

It is the opinion of this office and the Public Utilities Department that it would be in the best interest of the City and these existing water customers if the private water main and its appurtenant fire hydrants were turned over to the City. The Public Utilities Department would then have the authority to maintain the fire hydrants to insure that they function properly in a time of emergency. The City would also be in a position to respond quickly to customer complaints and/or problems with the system.

The owners of the water main and fire hydrants (Seymour R. Powers, Pow-Dan Corporation and Sealed Air Corporation) have indicated their willingness to turn the water system and necessary easements over to the City.

We hereby request that you consider this proposal and that authorization for the City to accept this water system be granted.

If you have any questions, please give us a call.

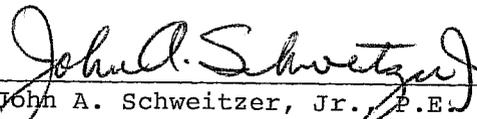
(continued on page 2)

TO: Mayor Joseph H. Sauer, Jr.
RE: Water Main - Old Sherman Turnpike

November 8, 1989

36.2

Very truly yours,



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

JAS/PAE/gw

- c: William Buckley, Jr., P.E.
- Eric L. Gottschalk, Esquire
- Abram W. Spiro, Esquire
- William P. McLoughlin



37-1

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

December 4, 1989

ENGINEERING DEPARTMENT
(203) 797-4641

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

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

Dear Mayor and Common Council Members:

Centennial Drive
Road Acceptance

This office has reviewed the Planning Commission's October 5, 1989 letter recommending the acceptance of Centennial Drive as well as Assistant Corporation Counsel Eric L. Gottschalk's October 27, 1989 report which states that the acceptance of the road will have no impact on the pending Plantano Claim.

The roadway has been inspected by our office and its construction meets the criteria set by the Subdivision Regulations. Tree Supervisor Richard Smith has informed us that street trees have been planted to his satisfaction.

Therefore, our office recommends that Centennial Drive be accepted as a City street.

We do, however, recommend that the question of the midblock street name change be taken care of as part of the acceptance. Enclosed, for your reference, please find copies of our June 28, 1989 letter to Mayor Joseph H. Sauer, Jr. and the Common Council (outlining the name problem) and of Item 39 of the September 6, 1989 Common Council minutes at which a motion to change Jarrod Drive to Centennial Drive was made. We are not sure whether any further action is needed.

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

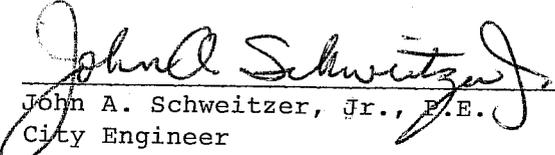
(continued on page 2)

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

December 4, 1989

372

Very truly yours,


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

JAS/PAE/gw

Enclosures

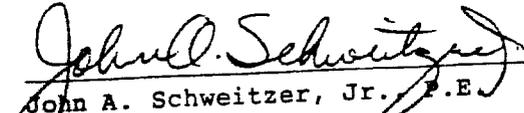
c: Daniel Minahan
Frank Cavagna
Eric L. Gottschalk, Esquire
Dennis Elpern
Richard Smith

March 30, 1989

TO: Mr. Frank Bondatti, Jr.
RE: Heritage Estates

374

Very truly yours,


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

JAS/PAE/gw

c: Attorney Daniel T. Eberhard
Daniel Minahan w/enclosure



37-5

CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

June 12, 1989

ENGINEERING DEPARTMENT
(203) 797-4641

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

Mr. Frank Bondatti, Jr.
Chairman
Planning Commission
City of Danbury
155 Deer Hill Avenue
Danbury, Ct. 06810

Dear Mr. Bondatti:

Heritage Estates, Section 2B
Centennial Drive
Code No. 70-27

This office has reviewed the revised record drawings submitted in response to our February 14, 1989 letter to you and we have field inspected the road with respect to items noted in our February 15, 1989 letter to Edward Kilian of Earthmovers, Inc. (on which you were copied).

We offer the following comments:

1. It is assumed that your commission has reviewed Comment A of our February 14, 1989 which pertains to potential street name confusion.
2. The revised record drawings are acceptable. Mylar originals of these record drawings are to be submitted to our department prior to the final acceptance of the road.
3. Several items with respect to the road construction remain to be addressed:
 - a. All shoulder areas are to be properly graded to slope upward from the top of the curb at a rate of $\frac{1}{4}$ inch per foot. In particular areas around utilities near stations 16+50 and 23+00 require repair.
 - b. Shoulder areas are to be properly seeded.
 - c. Debris (pavement, rocks, etc.) is to be cleared from shoulder areas.
 - d. The Centennial Drive cul de sac area which was removed requires some regrading, seeding, etc.

(Continued on page 2)

37-6

TO: Mr. Frank Bondatti, Jr.
RE: Heritage Estates

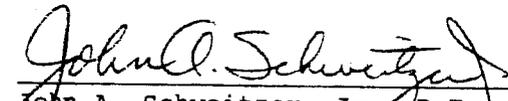
June 12, 1989

e. The City Forester must be satisfied that the street tree requirements of the Subdivision Regulations are met.

f. Two monuments (left and right of Station 21+38) have not been set.

g. Prior to final acceptance of the road, the entire storm drainage system should be cleaned.

Very truly yours,



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

JAS/PAE/gw

c: Frank Cavagna
Richard Smith
Edward Kilian



CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

37-3

March 30, 1989

ENGINEERING DEPARTMENT
(203) 797-4641

JOHN A. SCHWEITZER, JR.
CITY ENGINEER

Mr. Frank Bondatti, Jr.
Chairman, Planning Commission
City of Danbury
155 Deer Hill Avenue
Danbury, Ct. 06810

Dear Mr. Bondatti:

Heritage Estates - Section 2B
Centennial Drive
Code No. 70-27

Attached is a copy of a February 27, 1989 letter this office received from Attorney Daniel T. Eberhard.

As we have noted to the Commission in the past, we are concerned that confusion will result from the change of road name "midblock". Some homeowners on this road will have Jarrod Drive mailing addresses and others will use Centennial Drive. We have always felt that for emergency (police and fire), postal and other reasons, this section of road should have only one street name.

Attorney Eberhard's letter states that the City should take the necessary steps necessary to rename one of the existing roads in conformity with the balance of the road. He further recommends the discontinuance of using the name Jarrod Drive and name the entire road Centennial Drive.

Would you please review this matter and take the necessary steps to clarify this potential confusing issue.

If you have any questions regarding this matter, please contact this office.

(continued on page 2)



RECEIVED 3
JUL 29 1989 378

CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

OFFICE OF CITY CLERK
3:00 P.M.

June 28, 1989

ENGINEERING DEPARTMENT
(203) 797-4641

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

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

Dear Mayor Sauer and Common Council Members:

Per Item Number 41 of the minutes of the June 6, 1989 Common Council meeting, a report from me relative to the petition received for the acceptance of Centennial Drive as a City road is requested.

Enclosed please find a copy of my June 12, 1989 letter to Planning Commission Chairman Frank Bondatti, Jr. Comment 3 of this letter lists those construction items which are to be addressed before we recommend that the City accept the road. These items are relatively minor in nature. We will inform you when these conditions have been properly addressed.

One issue which we feel should be addressed at the time of acceptance of this road is the Centennial street name problem which would occur. The portion of Centennial Drive being considered for acceptance connects the existing Centennial Drive with an existing road called Jarrod Drive. We have been concerned all along that the change of name "midblock" will be confusing for emergency (police and fire), postal and other reasons. We recommend that the entire road have only one name. Enclosed for your reference please find copies of a February 27, 1989 letter from Attorney Daniel T. Eberhard and my March 30, 1989 letter to the Planning Commission. Final resolution of this street name problem would probably be best made by the Common Council when the road is accepted.

If you have any questions, please give us a call.

Very truly yours,

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

JAS/PAE/gw

Enclosures

9-6-89
37-9

✓ 39 - REPORT & COMMUNICATION - Acceptance of Centennial Drive

The ad hoc committee appointed to review the request to accept Centennial Drive met on August 2, 1989 at 7:00 P.M. in Room 432 in City Hall. In attendance were committee members Regan and Butera. Also attending was City Engineer Jack Schweitzer.

Mr. Schweitzer recommended that the City accept this road subject to the conditions stipulated in a letter dated June 12, 1989 from him to the Chairman of the Planning Commission. Also, the portion of Centennial Drive being considered for acceptance connects the existing Centennial Drive with an existing road called Jarrod Drive. Therefore, it is recommended that the entire road have one name.

Mrs. Butera made a motion to accept Centennial Drive subject to the conditions of the City Engineer, the Planning Commission and the Corporation Counsel and that the name be changed from Jarrod Drive to Centennial Drive. Seconded by Mr. Regan. Motion carried unanimously.

Mrs. Butera asked that this be referred to the Planning Commission and the Corporation Counsel. Mayor Sauer so ordered.

The committee appointed to study the development of an ice skating rink met on June 20, 1989 at 8:00 P.M. in Room 432 in City Hall. In attendance were committee members Bundy and Connell.

The committee reviewed progress regarding prior reports submitted on November 1, 1988 and February 7, 1989 wherein the history of the project was discussed as well as the necessity for Executive action through certain City departments. The reports are attached for your review and you will note that until specific alternate plans are formulated through the executive to specific department heads there is not a great deal this committee can accomplish. Corporation Counsel and Bond Counsel have both expressed their opinions regarding a specific site in relation to a referendum which is self-explanatory.

The committee would once again task the Mayor's Office and the specific departments involved in this project to review the attached and obtain the proper legal opinion on how to proceed with the dismantling of the current plan which is definitely not feasible and the formulation of a new plan on a new site that would be workable.

The report was accepted on the Consent Calendar.



37-10

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

June 28, 1989

ENGINEERING DEPARTMENT
(203) 797-4641

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

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

Dear Mayor Sauer and Common Council Members:

Per Item Number 41 of the minutes of the June 6, 1989 Common Council meeting, a report from me relative to the petition received for the acceptance of Centennial Drive as a City road is requested.

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One issue which we feel should be addressed at the time of acceptance of this road is the Centennial street name problem which would occur. The portion of Centennial Drive being considered for acceptance connects the existing Centennial Drive with an existing road called Jarrod Drive. We have been concerned all along that the change of name "midblock" will be confusing for emergency (police and fire), postal and other reasons. We recommend that the entire road have only one name. Enclosed for your reference please find copies of a February 27, 1989 letter from Attorney Daniel T. Eberhard and my March 30, 1989 letter to the Planning Commission. Final resolution of this street name problem would probably be best made by the Common Council when the road is accepted.

If you have any questions, please give us a call.

Very truly yours,

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

JAS/PAE/gw

Enclosures

37-11

LAW OFFICES
EBERHARD & EBERHARD

FOUR MOSS AVENUE

P. O. BOX 87

DANBURY, CONNECTICUT 06810-0087

(203) 743-4464

DANIEL T. EBERHARD
ROBERT V. EBERHARD

COUNSEL

LOUIS A. DeFABRITIS
(1920-1983)

BROOKFIELD OFFICE
BROOKFIELD, CONN. 06805
(203) 775-9085

February 27, 1989

RECEIVED

MAR 1 1989

Engineering Dept.

John A. Schweitzer, Jr.
City Engineer
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Re: Heritage Estates - Sec. 2B
Centennial Drive
Code No. 70-27

Dear Mr. Schweitzer:

Surveying Associates will shortly be responding on the developer's behalf to your letter to the Planning Commission regarding the technical aspects of the submitted As Built.

In the meantime, I would like to address your comment regarding the road name.

As you know, both Jarrod and Centennial were built as temporary turnarounds and were separate and distinct roads.

Now we are faced with the situation of logically connecting these two streets to give a free access from one to the other.

The only apparent solution to the problem that you raise is to discontinue the name of one of these two streets and rename the balance of the road the same as the name retained.

However, I believe both of these roads are City owned and both have permanent residents living thereon.

Therefore, it would seem logical that the City should take the steps necessary to rename one of the existing roads in conformity with the balance of the road. The most likely approach would seem to me to be to

37-12

John A. Schweitzer, Jr.
Page -2-
February 27, 1989

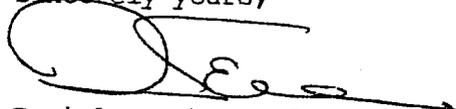
discontinue Jarrod Drive in favor of Centennial Drive which would thereby leave everything else as is.

If the City on the other hand wishes to retain Jarrod and discontinue Centennial, we should be so advised so that our documents for this new stretch of roadway may be revised accordingly. In either case, there will be some very unhappy residents.

In any event, we would ask that a decision be made as soon as possible so that both those residents already located on these roads as well as new lot purchasers may know exactly what their street address will be so as to avoid further undue confusion.

I would be happy to hear your further thoughts on this matter.

Sincerely yours,



Daniel T. Eberhard

DTE:db

cc: Planning Commission
Surveying Associates

38-1

October 4, 1989

Superintendent of Highways
Highway Dept.
Newtown Road
Danbury, Ct. 06810

Dear Sir:

The catch basins on both sides of Fairmount Drive, Danbury, have not been cleaned or maintained for several years. This neglect in maintenance has resulted in severe erosion of the road. During the winter months, water that runs over and not into these catch basins freezes over and results in hazardous driving conditions on Fairmount Drive which, as you know, is a school bus route. These conditions pose a safety problem to all residents and their children.

As taxpayers in the City of Danbury we strongly recommend that you schedule Fairmount Drive for repaving and/or repair. Also, the catch basins must be cleaned and maintained on a regular schedule.

In a very short while, winter months will be upon us and we expect action to be taken very soon to resolve these conditions for the safety of all, who drive and walk on Fairmount Drive.

Very truly yours,
Taxpayers, Danbury, Ct.
Residents of Fairmount Drive

OCT 06 1989

NAME	ADDRESS
Emerico Oliva	19 Fairmount Dr.
Olga Oliva	19 Fairmount Dr.
Mary Lopez	19 Fairmount Dr.
BASFOR	27 FAIRMOUNT DR
P M Barchi	29 Fairmount Pl.
Dolores Barchi	29 Fairmount Pl.
Greta Simone	17 Fairmount DR.
Dorcas B Wright	22 FAIRMOUNT DRIVE
Glorie M Wright	22 Fairmount Drive
Anita Wright	22 Fairmount Drive
Mitchell Kruszynski	56 Fairmount Dr.
Lida Talkov	18 Fairmount Dr.
Victoria Talkov	18 Fairmount Drive
Raymond A Talkov	Fairmount Drive
Lorraine Joudy	23 Fairmount Drive
Anne Colley	" " "
James G. Colley	25 Fairmount Drive
Thomas G. Coppola	25 Fairmount Drive
Nichole Coppola	25 Fairmount Drive
Michael Coppola	25 Fairmount Drive
Bernice Coppola	27 Fairmount Drive
Philis Peep	27 Fairmount Dr.
Blenda Compton	29 Fairmount Drive
Ruth Ashker	29 Fairmount Drive
Al Whitten	33 Fairmount Drive

NAME ADDRESS

G DRUYFF	30 FAIRMOUNT DR.
Mark A. Lowe	21 Fairmount Dr.
James Giannazzo	32 Fairmount Dr.
Mary Ann Henry	66 Fairmount Dr.
Pat Jackson	34 Fairmount Dr.
Robert L. Heinz	66 Fairmount Dr.
Steven John	38 Fairmount Dr.
Beverly J. Madam	38 Fairmount Dr.
Phyllis & Richard Harp	27 Fairmount Dr.
Diane Waring	42 Fairmount Dr.
Walter Wilcox Waring	42 Fairmount Dr.
Hans + Audise Henare	36 Fairmount Drive
Don Bartholomew	32 FAIRMOUNT DR.
Jean Giannazzo	32 Fairmount Dr.
Marie Bartholomew	32 Bartholomew

38-4

Leo J. Butera
Frances M. Butera

48 FAIRMOUNT DRIVE
48 FAIRMOUNT DRIVE

38-5

THE NEWS TIMES 8-11-89

Resurfacing is scheduled for roadways in Danbury

DANBURY — The city's Highway Department will be resurfacing dozens of roads throughout the city over the coming weeks, beginning Monday in the Woodside Avenue area.

Residents are being asked not to park on the streets on the days the roads will be resurfaced. Vehicles left on the streets being oiled will be towed at the owners' expense. The approximate order for sealing is as follows:

Roads being worked on first include: Beechwood Drive, Buttonball Drive, Eden Drive, Fleetwood Drive, Garry Knolls, Marcy Terrace, Nicholas Terrace, Skyline Drive, Stark Tor, Topstone Drive, Valley View (part), Woodside Avenue, Westview Drive, and Skyline Terrace.

Roads in the Mountainville Road area will be next and include: Mountainville Road, Mountain Road, Mountainville Avenue, Reservoir Road, and Reservoir Street.

The third area will include Route 39, Cherokee Drive, Clair Ann Drive, Delno Drive, Highland Park Drive, Bel Aire Drive, Kingswood Drive, Ponderest Road, and Rodline Road.

The fourth area will be Driftway Point Road and will include Cedarcrest Drive (part), Driftway Point Road, and Elmcrest Drive.

Fifth is the Old Lantern Road area including: Barnard Drive, Carriage Lane, Chuch Wagon Lane, Firelight Drive, Frontier Lane, Lamppost Drive, New Light Drive, Old Lantern

Drive, Side Hill Court and Side Hill Lane.

The sixth area of Seneca Road, will include Mohawk Circle, Seminole Drive and Seneca Drive.

The Juniper Ridge area including Alan Avenue, Ezra Avenue, Juniper Ridge Road and Lakeside Road will be next.

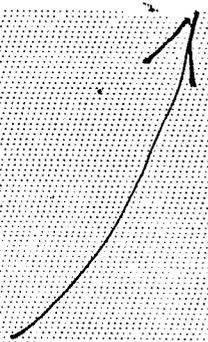
The Mill Ridge Area which includes Bayberry Lane, Boxwood Lane, High Ridge Road, Midfield Road, Mill Ridge Drive, Mill Ridge Road, and Scuppo Road.

The ninth area includes Grandview Drive, Terry Drive and Waterbury Lane (part).

Pocono Lane area, including Alexander D Avenue, Craigmoor Terrace, Deepwood Drive, Pocono Lane, Richmond Avenue and Sunrise Road.

Miscellaneous Streets are next including Briar Ridge Road #1, Sleepy Hollow Drive, Jam's Drive and Sunnyside Drive.

The last area scheduled is the Harwood Drive area which includes East Drive, Harwood Drive, Ole Musket Lane, Olympic Drive, Shot Lane, Spruce Mountain Road, Spruce Mountain Trail, Ward Drive, Ward Drive South, and Weindorf Lane.



PLEASE ADD FAIRMOUNT DRIVE TO THIS SCHEDULE.

Fairmount Drive Residents

39

October 23, 1989

Jimmetta L. Samaha
City Clerk
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

TO WHOM IT MAY CONCERN:

RE: SEWER ASSESSMENT
86 GOLDEN HILL ROAD
DANBURY, CT 06811

The above location is currently being assessed for two (2) sewer assessments. Originally, there were two (2) separate building lots, however, because of the configuration of the lots, only one house could be built. There is only one (1) sewer hook-up going to one (1) single family dwelling.

I should be assessed for one sewer hook-up, not two, as is currently being done.

Please inform me as to when voting on this issue will come before the Common Council as I would like to represent my case at that time.

Thank you for your consideration.

A handwritten signature in black ink, appearing to read "Peter C. McEwan". The signature is stylized and includes a long horizontal flourish extending to the right.

Peter C. McEwan



40-1

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

August 30, 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: FCI Sewer Line Transfer

Dear Mayor and Common Council Members:

Since this matter was first addressed by the Common Council in late 1987, we have succeeded in getting a form contract and bill of sale approved by the Federal Government. Copies of both are attached hereto. Please obtain the usual Planning Commission report and then take action as you deem appropriate. If you find the transfer to be in the City's best interest, I will arrange to have the documents signed and the transfer finalized.

Sincerely,

Eric L. Gottschalk
Assistant Corporation Counsel

ELG:r

Attachments

40-2

**Agreement to Sell Sewer Main
FCI Danbury, Connecticut**

THIS AGREEMENT is made this day of _____, 1989 between the United States of America through its agency, the United States Department of Justice, Federal Bureau of Prisons, (hereinafter designated the "Government") by J. Michael Quinlan, Director of the Federal Bureau of Prisons, and the City of Danbury (CITY) a municipal corporation organized and existing under the laws of the State of Connecticut, by Joseph H. Sauer Jr., its Mayor.

WHEREAS, THE GOVERNMENT owns a certain ten inch sanitary sewer main approximately 1,120 feet in length and located along the southeasterly shoulder of Pembroke Road in Danbury, Connecticut, which main serves FCI Danbury;

WHEREAS, the parties hereto wish to transfer ownership of said main to the CITY provided that the CITY agrees to reserve sufficient capacity in said main to serve the present and future needs of FCI Danbury; and

WHEREAS, it is the intent of the parties to this agreement that the CITY shall be responsible for the continued upkeep, maintenance, and repair of the sewer main transferred to the CITY under this agreement;

NOW, THEREFORE, IT IS AGREED BY THE PARTIES HERETO THAT:

1. The GOVERNMENT shall transfer ownership of said main to the CITY by executing a Bill of Sale in a form attached hereto as Exhibit A;
2. The CITY shall reserve sufficient capacity in said main to serve the present and future needs of FCI Danbury; and
3. The CITY shall, without additional cost to the GOVERNMENT, provide for the continued upkeep, maintenance and repair of said main in consideration for the transfer of the property which is the subject of this agreement.

Agreement To Sell Sewer Main
FCI Danbury, Connecticut
Page 2 of 2

40-3

IN WITNESS WHEREOF, the parties hereto have set their
hands and seals this day of , 1989.

Signed, sealed and delivered
in the presence of:

CITY OF DANBURY

By _____
Joseph H. Sauer Jr.
Mayor of Danbury

U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF PRISONS

By _____
J. Michael Quinlan
Director of the Federal
Bureau of Prisons

40-4

EXHIBIT A

BILL OF SALE OF PERSONAL PROPERTY

KNOW ALL MEN BY THESE PRESENTS;

THAT the United States of America, through its agent, the Department of Justice, Federal Bureau of Prisons, hereinafter called the Seller, for the consideration of One Dollar (\$1.00) and other valuable consideration received to its full satisfaction of the City of Danbury, a municipal corporation located in the County of Fairfield and organized and existing under and by virtue of the laws of the State of Connecticut, hereinafter designated as the Buyer, does hereby sell, transfer, and convey to the Buyer the following articles of personal property:

Portion of FCI Sewer in Pembroke Road

A ten (10") inch sanitary sewer main with manholes approximately 1,120 feet in length which main is located along the southeasterly shoulder of Route 37 which road is also known as Pembroke Road.

The portion of 10 inch sewer described herein begins at and includes M.H. No. 25 (located approximately 440 feet North of the intersection of Pembroke Road and Padanaram Road) and terminates at and including M.H. No. 29, which is located at the intersection of Route 37 and Stacey Road. For a more particular description, reference is made to a map entitled "New Sanitary Sewer Federal Correct. Inst. Danbury, Conn.", dated September 12, 1939, which map is on file in the office of the City Engineer.

TO HAVE AND TO HOLD the same to the said Buyer, the City of Danbury, its executors, administrators, and assigns, forever to its and their proper use and behoof.

IN WITNESS WHEREOF, it has hereunto set its hand and seal this day of , 1989.

Signed, sealed and delivered in the presence of:

U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF PRISONS

By: _____
J. Michael Quinlan
Director



40-6

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

PLANNING COMMISSION
(203) 797-4525

October 5, 1989

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

Re: 8-24 Referral - FCI Sewer Line Transfer

Dear Council Members:

The Planning Commission at its meeting October 4, 1989 voted a positive recommendation for the FCI Sewer Line Transfer providing that it is done to City specifications and that the sewer line is acceptable to Public Works.

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

Sincerely yours,


Joseph Justino
Vice-Chairman

TO: CITY CLERK DANBURY ELIZABETH A. CRUDGINTON

11-28-1989

FROM: COUNCILMAN AT LARGE DONALD W. BOUGHTON

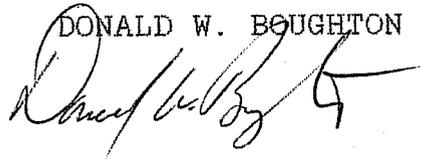
SUBJECT: COPIES OF TAX INFORMATION

IF YOU COULD COPY THESE SHEETS OF INFORMATION ON
RE-EVALUATION AND DISTRIBUTE TO THE COUNCILMEN I WOULD
APPRECIATE IT VERY MUCH. THE INFORMATION WAS GIVEN TO ME BY
STATE REPRESENTATIVE TABORSAK WHEN SHE LEARNED OF MY REQUEST
FOR COMMITTEE TO STUDY ALTERNATE METHODS OF RE-EVALUATION.

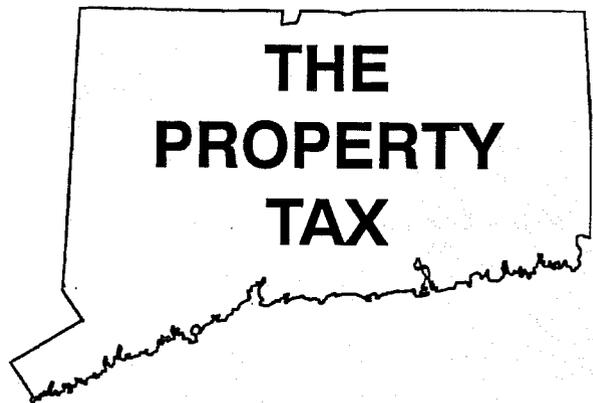
THANKS IN ADVANCE

COUNCILMAN AT LARGE

DONALD W. BOUGHTON

A handwritten signature in cursive script, appearing to read "Donald W. Boughton", written over the typed name.

41-2



THE PROPERTY TAX

a special report to voters on property tax by Rep. Lynn Taborsak

Every town has a unique property tax base depending on the mix of industrial, commercial, residential and public property within its borders. The value of all that property becomes the town's official grand list each October.

The town of Waterford in eastern Connecticut has a population of 18,880, about a third the size of Danbury. It has the fourth largest grand list in the state. In comparison to other towns, it has a very strong tax base to support local government. It also has the lowest residential property taxes in the state. Homeowners there pay an average of \$574 a year in local taxes. They have Northeast Utility's Milestone nuclear power plant to thank for their low tax burden. It accounts for more than 85% of the town's grand list. Homeowners in Weston aren't as fortunate. They pay an average of \$3,704 a year in property taxes. They have no nuclear power plant and no industrial base to ease their residential tax burden.

Take a look at the ten wealthiest towns in the state in terms of their grand lists. The number one city is among them!

PROPERTY TAX WEALTH

GRAND LIST WEALTH

1.	Stamford	\$13,299,639,969
2.	Greenwich	10,313,260,993
3.	Norwalk	6,782,610,842
4.	Waterford	6,254,646,647
5.	Hartford	5,999,551,637
6.	Fairfield	5,533,260,021
7.	* Danbury	4,627,256,459
8.	Bridgeport	4,570,806,334
9.	Westport	4,486,322,062
10.	Darien	3,167,646,888

It's easy to spot Fairfield County towns. There are eight of them in the top ten for tax wealth because we have the highest property values in the state. You can argue from now until doomsday that Danbury doesn't belong in that list, but it does. The revaluation that was completed for Danbury in 1986 was based on actual sales at that time with an average sales price of \$175,900 for that year. Half of the 4,437 sales were above that amount!

The problem is that 70% of local residents didn't sell their homes and move to communities with lower property values. They stayed here to face a staggering 400% increase in their property values since the last revaluation. This dramatic increase in property values is usually an indication of strong financial health at the local level. In the real world, we know that property values and income aren't always equivalent.

Take a look at Danbury before and after revaluation. You'll begin to understand why revaluation makes Danbury look like the new fat cat of Fairfield county.

1. The grand list looks at property values, not at people. It is blind to income, educational attainment, age, illness or handicap. Property values in Danbury have increased dramatically since the last revaluation. Family income hasn't. The median household income for our area is about \$33,218. Half of all local households earn below that amount. The result can be a tragic mismatch with families on fixed incomes or below average incomes paying taxes on homes they couldn't afford to buy. Property taxes are also "regressive". Poorer households pay a higher percentage of their income in taxes than middle and upper income groups. Another way to measure the fairness of the property tax is to look at how it treats people with similar incomes, family size, marital status, and age. Two families, with identical family circumstances, should pay the same amount of tax. Property taxes fail this fairness test. They don't treat similar groups of taxpayers the same way.

2. The amount of tax exempt property has risen since the last revaluation from 12.4% of the grand list in 1977 to 16.9% in 1987. Federal, state and city property is not taxed. Neither is property that belongs to non-profit organizations, colleges, hospitals, churches, veteran's organizations, volunteer fire companies, or cemetery associations. Other types of property have a lower "special use" assessment to further some public good like preservation of farmland, forest and open space.

3. Federal aid to Danbury has decreased from \$2,258,470 in 1977 to \$1,995,633 in 1987. In dollars and cents, that's not a big deal. As a percentage of local revenue, the loss of federal aid is significant. Two million dollars represented 6.7% of our local budget in 1977. In 1987, \$1.9 million represents only 2.36%! Ten years ago my husband and I paid \$4,000 in federal taxes. In 1987, we paid \$10,000! We're not getting a good return on our federal tax dollars. Instead of additional federal aid, we get to shoulder the \$78 million dollar cost of the sewage treatment facility. That's an unfunded mandate from the federal government, not from the state. Maybe our Congressman and "would be" Governor can get the feds to slice the Clean Water fund pie more in our favor.

4. State aid to Danbury has increased from \$5,734,959 in 1977 to \$15,415,408 in 1987. As a percentage of local revenue, that's not a big deal. The five million dollars in 1977 represented 17.1% of our local budget. In 1987, the fifteen million represented only 18.24%! The statewide average for municipal grants-in-aid is 24.2%. Danbury is below that average. In the town of Sterling, state and federal grants account for 61.5% of the local budget. In New Canaan, grants-in-aid account for only 6.5%! The formulas we use attempt to equalize aid so that each town gets just the right amount. If you consider the number of school children, the number of elderly residents, and the percentage of families below the federal poverty level, Danbury doesn't get enough aid. About fifteen of Connecticut's wealthiest towns get too much.

5. The year revaluation took effect, the city's tax levy grew by only four million dollars from \$60,275,017 in 1986 to \$64,417,332 in 1987. Under the old assessments, residential property owners would have expected to pay 44.7% of those additional taxes or about \$115 a piece. With the revalued assessments, we picked up a ten million dollar tab instead. The residential share went from \$26,942,932 in 1986 to \$37,426,469 in 1987, even though the tax levy grew by only four million dollars! This shift in taxes always occurs when the value of residential property increases significantly between revaluations. In 1977, our house was assessed at \$41,000, seventy percent of its fair market value. In 1987, the same house was assessed at \$175,400, an increase of 428%!

476

4. **Tax Deferral:** Property tax deferral programs allow taxpayers to delay payment of a portion or all of their property tax for a specific period of time or until the property is sold. A lien is placed on the property for the full amount of deferred taxes, plus interest. This is a popular option in many states because it is not a taxpayer subsidy. The entire tax is eventually paid. Twenty-three states offer some form of tax deferral program. Connecticut allows an elderly residential tax deferral.

All of the options above are direct programs of property tax relief. State aid for education, town roads, and capital improvements is a form of indirect property tax relief. State grants to Danbury for this year will total \$19,413,849. Our taxes would be 27% higher without that state aid.

School finance is the heaviest burden for local taxpayers. It represents 53% of all local spending. State aid for public education is still inadequate. The cost of education can't be financed through local property taxes. It can't be financed through the sales tax, the lottery or other forms of gambling. The time has come for an honest discussion of tax reform that addresses our over-reliance on the property tax.

41-7

TO: CITY CLERK DANBURY ELIZABETH A. CRUDGINTON 11-21-1989
FROM: COUNCILMAN AT LARGE DONALD W. BOUGHTON
SUBJECT: COUNCIL COMMITTEE TO STUDY THE FEASIBILITY OF A NEW
RE-EVALUATION METHOD AND A RETIRED PERSONS TAX-
FREEZE.

I ASK THAT YOU PLACE ON THE AGENDA OF THE NEXT COUNCIL
MEETING THE FOLLOWING ITEM .

A REQUEST FOR THE APPOINTMENT OF A COMMITTEE TO STUDY
ALTERNATE METHODS OF RE-EVALUATION SUCH AS, A YEARLY METHOD BASED ON
CITY WIDE SALES OF THE PREVIOUS YEAR, OR ANY OTHER FEASIBLE SOLUTION

I FURTHER REQUEST THIS COMMITTEE BE CHARGED WITH
STUDYING THE FEASIBILITY OF A REAL ESTATE TAX FREEZE ON A RETIRED
PERSON'S PLACE OF DOMICILE, OR ANY OTHER MEASURE THAT IS MORE
COMPASSIONATE THAN THOSE PRESENTLY IN PLACE .

I ASK THAT THE COMMITTEE BE COMPRISED OF THE FOLLOWING
PERSONS TO BE APPOINTED BY THE MAYOR .

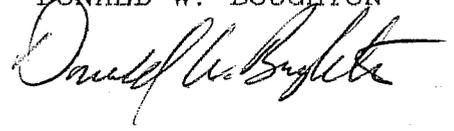
- (5) COUNCILMAN
- (2) REAL ESTATE APPRAISERS
- *(1) ASST. CORP. COUNSEL CITY OF DANBURY
- *(1) TAX COLLECTOR CITY OF DANBURY
- *(1) ASSESSOR CITY OF DANBURY
- *(1) COMPTROLLER CITY OF DANBURY
- *(1) STATE REP. OR STATE SEN.
- (1) RETIRED PERSON , CITY OF DANBURY HOME OWNER
- * = TO ATTEND MEETINGS AT COMMITTEES REQUEST

MAYOR ERIQUEZ IN HIS RECENT CAMPAIGN MENTIONED THESE ITEMS AS

PROBLEMS, AND I AGREE. AN EASY SOLUTION IS NOT READILY AVAILABLE AND I AM ANXIOUS TO GET THESE ITEMS MOVING AS SOON AS POSSIBLE, SO THAT WE MAY ENSURE RESPONSE DURING OUR SHORT TWO YEAR TERM ON THE COUNCIL . AT THE MAYOR'S DISCRETION I VOLUNTEER TO BE A MEMBER OF THE COMMITTEE .

COUNCILMAN AT LARGE

DONALD W. BOUGHTON





CR 301
Bulna
42x1

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 - Acceptance of College Park Drive

Dear Council Members:

The Planning Commission at its meeting talbed the acceptance of College Park Drive until a status report is received.

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

Sincerely yours,


Joseph Justino
Vice-Chairman

42-2

LAW OFFICES OF

WARD J. MAZZUCCO, P.C.

WARD J. MAZZUCCO*^o
STEPHEN THOMAS ROBERTS*
HELEN L. MCGONIGLE
DEBORAH S. FERNBACH††

301 MAIN STREET
DANBURY, CONNECTICUT 06810
(203) 794-9144

TELECOPIER (203) 790-4137

*ALSO ADMITTED IN NEW YORK
*ALSO ADMITTED IN FLORIDA
†ALSO ADMITTED IN PENNSYLVANIA
†ALSO ADMITTED IN DISTRICT OF COLUMBIA

May 15, 1989

Common Council
c/o City Clerk
155 Deer Hill Avenue
Danbury, CT 06810

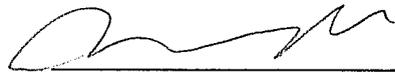
Re: College Park Estates

Honorable Council Members:

I respectfully request that you add to your agenda the matter of the acceptance of College Park Drive. Attorney Laszlo Pinter has been researching the matter and has suggested that it might now be desirable for the Council to revive this matter. Thank you for your consideration.

Very truly yours,

WARD J. MAZZUCCO, P.C.



Ward J. Mazucco

WJM:pdf
cc: Laszlo Pinter
William F. Saunders
Ralph Gallagher, Jr.



CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

43-1

Brown
Zota

PLANNING COMMISSION
(203) 797-4525

October 31, 1989

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

Re: 8-24 Referral - Request for Water Extension - Sunset Drive

Dear Council Members:

The Planning Commission at its special meeting October 25, 1989 voted a positive recommendation for the request for water extension at Sunset Drive upon Planning Commission approval of the project and the utility plan being approved by the Engineering Department.

The motion was made by Mr. Deeb, seconded by Mr. Sibbitt and passed with "ayes" from Commissioners Deeb, Sibbitt and Bondatti who passed the tie breaking vote. Mr. Zaleta and Mr. Justino voted "nay".

Sincerely yours,

Frank Bondatti, Jr.
Frank Bondatti, Jr. (JTB)
Chairman

COMMON COUNCIL - CITY OF DANBURY

43-2

APPLICATION FOR EXTENSION OF SEWER/WATER

Sewer _____

Water XX

Name of Applicant: RALTO DEVELOPERS, INC.

Address: 50 North Street

Danbury, CT 06810

Telephone: 744-1577

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

South of Sunset Drive, between Southern Boulevard and Terre Haute Road

Located at: _____
Assessors' Lot No. H-17104, H-17177; H-18003; H-18033, H-18034, H-18035; H-18036; H-18037; H-18038; H-18039; I-18005; I-18006; and I-18009 through I-18012, inclusive

Zone: RA-20; RA-80

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

Number of Efficiency Units _____
Number of 1 Bedroom Units _____
Number of 2 Bedroom Units _____
Number of ⁴ ~~3~~ Bedroom Units 51
Total Number of Units _____

RALTO DEVELOPERS, INC.

by David L. Grogins
SIGNATURE

David L. Grogins, Its Attorney

April 26, 1989

DATE



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

44-1

Beundy
Regan
cassa

PLANNING COMMISSION

(203) 797-4525

October 31, 1989

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

Re: 8-24 Referral - Request for Sewer and Water Extension - Eagle Road

Dear Council Members:

The Planning Commission at its special meeting October 25, 1989 voted to table the request for sewer and water extension at Eagle for the reason that the project has not had a public hearing as of this date.

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

Sincerely yours,

Frank Bondatti, Jr.
(FR)

Frank Bondatti, Jr.
Chairman



45-1

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

December 5, 1989

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

Dear Mayor and Council Members:

I respectfully request the approval for a water extension on South Cove Road be modified to allow connection with the water main installed on Barclay Commons. I ask in particular that the prohibition of construction until the City receives ownership be waived because of the many delays in the acceptance of this main and the present use of this line by some units at Barclay Commons. I further request that an extension of the expiration date be granted to read eighteen (18) months following the date of Common Council action on this request.

The residents of South Cove Road are in dire need of City water. Following the original approval of September 7, 1988, they contracted the requisite engineering and legal services and have been ready to proceed with this project.

I ask your favorable consideration of this request.

Respectfully submitted,

Joseph DaSilva
Joseph DaSilva
Councilman at Large

Howard P. Rubinow III, P.E.

CIVIL ENGINEER

118 Coalpit Hill Road
Danbury, Connecticut 06810
(203) 743-0767/778-8060

MAILING ADDRESS: P.O. Box 236, Bethel, CT 06801

46-1

September 26, 1989

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

Re: Emilio Plante
Request for Water Extension
13 Belmont Circle

Dear Sirs:

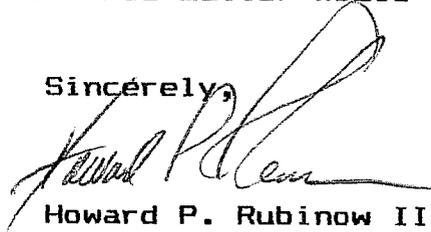
On behalf of my client, I hereby request that you reconvene the subcommittee which considered the subject extension for the purpose of discussing the City of Danbury's participation in the project.

Subsequent to the original approval, it was discovered that the scope of work to "loop" the water main was greater than anticipated and far exceeds my client's needs. The plan as proposed will not only benefit Mr. Plante, but will in fact benefit at least six (6) other city residents who are already served through individual varied and lengthy service connections.

For your information, I am enclosing copies of the City Engineer's approval, the application for extension, and the notice.

Your favorable consideration of this matter would be greatly appreciated.

Sincerely,



Howard P. Rubinow III, P.E.
CT License No. 12270

HPR:dw
Enclosures

cc: William Buckley, Jr., P.E.



462

CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

April 10, 1989

ENGINEERING DEPARTMENT
(203) 797-4641

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

Mr. Howard P. Rubinow III, P.E.
P. O. Box 236
Bethel, Ct. 06801

Dear Mr. Rubinow:

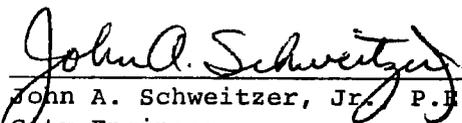
Water Main Extension
Emilio Plante - Belmont Circle

This office and the Public Utilities Department have reviewed the revised plans and your April 6, 1989 letter submitted in response to our March 30, 1989 letter to you.

The revised plans are acceptable.

If you have any questions, please give us a call.

Very truly yours,



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

JAS/PAE/gw

c: William Buckley, Jr. P.E.

COMMON COUNCIL

CITY OF DANBURY

APPLICATION FOR EXTENSION OF SEWER AND/OR WATER

463

Sewer

Water

Applicant: Howard P. Rubinow III, P.E., Agent for Emilio Plante

Address: 118 Coalpit Hill Road 118 Stadley Rough Road

Danbury CT 06810

Danbury, CT 06811

Telephone No: 743-0767 (Rubinow)/743-7023 (Plante)

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

Located at: 13 Belmont Circle

Assessor's Lot No: G16132

Zone in which the Property Lies: R-3

Intended Use:

Retail

Office

Mixed Use

Industrial

Single Family Residential

Multiple Family Development

 Number of Efficiency Units

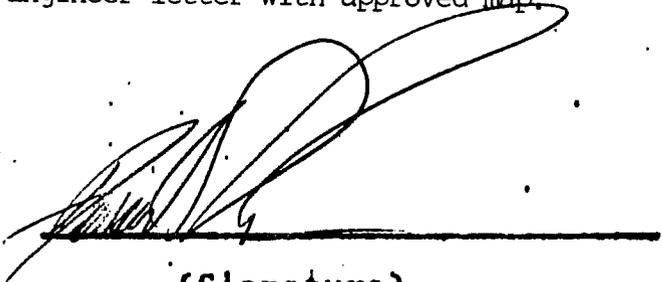
 Number of 1 Bedroom Units

 2 Number of 2 Bedroom Units

 Number of 3 Bedroom Units

NOTE: This is a request for a "reapproval" of an extension approved on Aug. 5, 1986 with a completion date of January 1, 1988. Plans have now been completed and approved by the City Engineer. See attached City Engineer letter with approved map.

Total Number of Units



(Signature)

Apr 29, 1989

(Date)



AB Rubman

46-4

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

NOTICE

July 7, 1989.

The Common Council Committee appointed to review the request for water extension at 13 Belmont Circle will meet on July 19, 1989 at 7:30 P.M. in Room 432 in City Hall. Please attend.

Hank S. Moran
Chairman

cc: Town Clerk
Committee Members Moran, Connell, Butera
Jack Schweitzer
William Buckley
Ward Mazzucco, Esq.

HORNIG, McNAMARA & SJOVALL

ATTORNEYS AT LAW

57 NORTH STREET - SUITE 214
DANBURY, CONNECTICUT 06810

47-1

ALBERT H. HORNIG
WILLIAM J. McNAMARA, JR.
JOHN P. SJOVALL

(203) 744-0220

November 15, 1989

Mrs. Elizabeth Crudginton
City Clerk
Danbury City Hall
155 Deer Hill Avenue
Danbury, CT 06810

Re: Application of Carl Will for Extension of City Sewer
Line on Third Street

Dear Mrs. Crudginton:

Enclosed is the application of my client, Carl Will, for permission to extend the city sewer line for a distance of approximately 250 feet on Third Street. Also enclosed is a copy of a map of the proposed sewer extension prepared by Consultants & Engineers, Inc., dated November 7, 1989.

Mr. Will proposes to pay all costs incurred in constructing the proposed sewer line extension and will convey title to the sewer line to the City of Danbury upon completion of construction.

I would appreciate it if you would see that Mr. Will's application is placed on the agenda for the December meeting of the Common Council of the City of Danbury. I assume that the Common Council will refer the application to a committee for investigation and I request that you notify me when the Committee schedules a meeting to discuss the application.

If you require any further information to process the enclosed application, please contact me.

Thank you for your assistance in this matter.

Sincerely,


William J. McNamara, Jr.

WJM/mb
Encls. 2
cc: Carl Will

COMMON COUNCIL
CITY OF DANBURY

472

APPLICATION FOR EXTENSION OF SEWER AND/OR WATER

- Sewer
- Water

Applicant: Mr. Carl Will

Address: 119 Coalpit Hill Road
Danbury, CT 06810

Telephone No: 748-7954

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

Located at: Lots 56, 57, and a portion of lot 55, Third Street

Assessor's Lot No: J11186

Zone in which the Property Lies: R-3

Intended Use:

- Retail
- Office
- Mixed Use
- Industrial
- Single Family Residential
- Multiple Family Development

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

6 Total Number of Units

Carl Will
Carl Will
(Signature)

11-14-89
(Date)

COMMON COUNCIL - CITY OF DANBURY

48-1

APPLICATION FOR EXTENSION OF SEWER/WATER

Sewer _____

Water _____

Name of Applicant: SPENDI YUSUFI

Address: 04 SOUTH ST
DANBURY 06810 CT.

Telephone: 744 3677

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

Located at: 04 SOUTH ST DANBURY

Assessors's Lot No. K16104

Zone: RM-12

Intended Use:	Retail _____	Single Family Residential _____
	Office _____	Multiple Family Development <u>3</u>
	Mixed Use _____	
	Industrial _____	

Number of Efficiency Units _____

Number of 1 Bedroom Units _____

Number of 2 Bedroom Units 2

Number of 3 Bedroom Units 1

Total Number of Units 3

[Signature]

SIGNATURE

11-16-1989

DATE

LAW OFFICES OF

WARD J. MAZZUCCO, P.C.

WARD J. MAZZUCCO**
STEPHEN THOMAS ROBERTS*
HELEN L. MCGONIGLE
DEBORAH S. FERNBACH†+

301 MAIN STREET
DANBURY, CONNECTICUT 06810
(203) 794-9144

TELECOPIER (203) 790-4137

*ALSO ADMITTED IN NEW YORK
*ALSO ADMITTED IN FLORIDA
†ALSO ADMITTED IN PENNSYLVANIA
+ ALSO ADMITTED IN DISTRICT OF COLUMBIA

November 16, 1989

Hon. Betty Crudgington
Danbury City Clerk
Town Hall
155 Deer Hill Avenue
Danbury CT 06810

RE: Broad Street Associates - Broad Street Property

Dear Ms. Crudgington:

I represent Broad Street Associates in connection with the development of property on Broad Street in Danbury. I am hereby requesting an eighteen month extension of the approval for sewer and water extension previously granted on September 7, 1988. I would appreciate it if you would refer this matter to the appropriate committee of the Common Council.

If you require further information, please let me know.

Very truly yours,

WARD J. MAZZUCCO, P.C.



Stephen T. Roberts

STR/sjb



50-1

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

**DEPARTMENT
OF FINANCE**

November 21, 1989

MEMO TO: Common Council via
Mayor Gene F. Eriquez

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

RE: Additional Funds for Insurance and Uninsured Workers'
Compensation

As you know, a subcommittee of the Common Council was formed in September to discuss additional requests for funds for the city's Health and Life Insurance Account. I have attached a copy of the original communication. The subcommittee was formed and a meeting was held whereby Thomas Fabiano and I recommended to the Common Council that no action be taken until Tom was able to look at other alternative insurance whereby this increase could possibly be reduced. As a result of the recent election, a new committee of the Common Council will have to be formed so that we can report back to that committee indicating the new amount of monies that will be needed. It is our hope that the additional request of \$570,000 will be reduced.

I also request that the same committee be given the additional charge of a request for additional funds for the Uninsured Workers' Compensation Account in the amount of \$77,000. I have attached a copy of a recent memo from Tom Fabiano indicating the amount of monies that will be needed for this account. I hereby request that this item be placed on the December 5, 1989 Common Council agenda and a subcommittee be formed to review the request for funds for health and life insurance accounts and uninsured workers' compensation claims.

Should you have any questions, feel free to give me a call.


Dominic A. Setaro, Jr. *af*

DAS:af
Attachments



50-2

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DEPARTMENT
OF FINANCE

August 8, 1989

Certification

TO: Common Council via
Mayor Joseph H. Sauer

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

Attached you will find a copy of a memo from our Risk Manager, Thomas Fabiano, Jr., in reference to additional funds that will be needed in our insurance account. Based on a recent review, it is my feeling that the sum of \$570,000.00 should be appropriated to the Employee Health and Life Insurance Account. Please note that the estimates used at budget time were provided to us by our current carriers. Both Tom and I would be more than happy to discuss with any Common Council subcommittee our calculations or the reasons for the increase.

I hereby certify the availability of \$570,000.00 to be used for Employee Health and Life Insurance Account #02-09-150-071100. These funds are available as a result of excess monies which were approved after the budget was adopted on May 2, 1989. As is customary, we will amend the city's revenue and increase the appropriation for Health and Life Insurance.

Total Excess State Funds	\$ 970,828.00
Less Prior Common Council Approval	(306,000.00)
1) \$200,000 Broadview Jr. High Structural Repair	
2) \$106,000 HVAC Police Dept.	
Less this request	(570,000.00)
Balance	\$ 94,828.00

Should you have any questions, feel free to give me a call.

Dominic A. Setaro, Jr.

DAS:af
Attachment
c: Thomas Fabiano



90-3

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DEPARTMENT
OF FINANCE

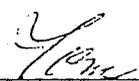
RISK MANAGER
(203) 797-4619

Date: July 20, 1989
To: Dominic A. Setaro, Jr., Acting Director of Finance/Comptroller
From: Thomas Fabiano, Jr., Risk Manager
Re: Request for Additional Funds - Employee Benefits

As you are aware, the Board of Review - Insurance Contracts has received bids and awarded contracts for Liability, Property, and Workers' Compensation, effective July 1, 1989. Also, renewal rates have been received for employee benefits which will be effective August 1, 1989. Blue Cross (hospital coverage) has increased their rates 64.3% and Northwestern National Life (medical, surgical, major medical, dental coverage) rates increased 57%. These rates were calculated by the carriers and received by the City June, 1989. Since the City's rates are formulated using several factors, the most important being paid claims, the large rate increases were unforeseen at the time the budget was approved. Recalculating all line items, I now find that my budget will be short \$570,000.

I request that you petition the Mayor and Common Council for the \$570,000 for line item 02-09-150-071100.

Thank you.



Thomas Fabiano, Jr.

TF/de

RECEIVED
FINANCE DEPT.
JUL 29 1989



50-4

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DEPARTMENT
OF FINANCE

RISK MANAGER
(203) 797-4619

Date: November 21, 1989
To: Dominic A. Setaro, Jr., Acting Director of Finance/Comptroller
From: Thomas Fabiano, Jr., Risk Manager
Re: Request for Funds

Subsequent to the effective date of this year's budget (7/01/89), four employees were given awards because of heart and hypertension disease and another case is still pending. Monies awarded for these four cases will be \$57,000, for this fiscal year. Also, due to increased medical payments I estimate an additional \$20,000 will be needed for a total of \$77,000 for the Workers' Compensation-Uninsured Account #02-09-130-073600.

Further funding will be required for any future awards.

Thomas Fabiano, Jr.

TF/de

RECEIVED
FINANCE DEPT.

NOV 21 1989

This Indenture,

511

Made by and between the CITY OF DANBURY, a municipal corporation organized and existing under the laws of the State of Connecticut, having a principal place of business at 155 Deer Hill Avenue, Danbury, Connecticut 06810, and acting herein by Joseph H. Sauer, Jr., its Mayor, hereunto duly authorized;

Lessor, and the DOWNTOWN SPECIAL SERVICES DISTRICT, a body politic and corporate organized and existing under the provisions of Connecticut General Statutes, Chapter 105a (as amended) and the Code of Ordinances of Danbury, Connecticut under Chapter 19B, having a principal place of business at City Center, National Place, Danbury, Connecticut, 06810 and acting herein by its

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

ALL THAT CERTAIN PIECE or parcel of land with the building thereon known as Assessor's Lot No. H 13293 and as more fully described on the attached Schedule A.

for the term of ten (10) years from the _____ day of _____ A. D., 1989 ,
for the annual rent of One Dollar ~~Dollars,~~
payable ~~in~~ yearly ~~payments of~~ ~~Dollars~~
~~each month~~: on the _____ day of _____

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

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

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

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

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

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

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

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

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

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

AND IT IS FURTHER AGREED THAT:

1. Maintenance of said premises and the cost of utilities, if any, shall be the sole responsibility of the tenant.
2. The cost of insurance coverage of said premises shall be paid by the City of Danbury.
3. Other provisions hereof notwithstanding, this Lease shall terminate and be of no further force or effect in the event that the DISTRICT is terminated in accordance with the procedure established by State law.

In Witness Whereof, the parties hereto have hereunto set their hands and seals, and to a duplicate of the same tenor and date, this _____ day of _____ A. D. 19 89.

Signed, Sealed and Delivered in presence of _____

CITY OF DANBURY

By:

Joseph H. Sauer, Jr., its Mayor





DOWNTOWN SPECIAL SERVICES DISTRICT



By:



State of Connecticut,

County of FAIRFIELD

} SS. DANBURY

On this the _____

day of _____,

19 _____,

before me,

the undersigned officer, personally appeared

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

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

State of Connecticut,

County of FAIRFIELD

} SS. DANBURY

On this the _____

day of _____,

19 _____,

before me,

the undersigned officer, personally appeared

who acknowledged himself to be the _____

a corporation, and that he as such

of _____ being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as

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

Title of Officer

51-4

SCHEDULE A

ALL THAT CERTAIN PIECE or parcel of land, with buildings thereon, known known as Lot No. H 13293 in the City of Danbury Assessor's records, situate in said Danbury, bounded north now or formerly by land of the New York, New Haven & Hartford Railroad Company, as lessee of the New York, and New England Company ; East by Main Street; South by Rose Street and West by land now or formerly of Clarence W. Keeler; being sixty-three and one-half feet on said Main Street, seventy-six feet nine inches, on the west line, ninety-eight feet on the north line and one hundred and twelve feet, six inches on said Rose Street, all more or less.

BEING THE SAME parcel recorded in Volume 167 at Page 490 of the Danbury Land Records.



CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

52-1

DANBURY MUNICIPAL AIRPORT
P.O. BOX 2299
WIBLING ROAD

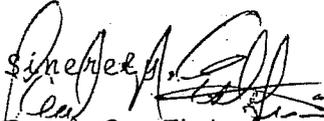
AIRPORT ADMINISTRATOR
PAUL D. ESTEFAN
(203) 797-4624

November 17, 1989

Mayor Gene F. Enriquez
Members of the Common Council
City of Danbury
Danbury, Connecticut 06810

Honorable Mayor & Members of the Common Council:

I am requesting at this time additional monies, for a new snow plow. At the current time, we have only two snow plows and we need an additional plow so we may be as productive as possible. Our third plow was damaged last year while plowing and it was damaged beyond repair. We have tried to get a second hand plow from the Public Works Department, but there plows are unuseable. So at this time I am requesting \$4000.00 for a new snow plow for the upcoming winters.

Sincerely,

Paul D. Estefan
Airport Administrator

cc: Dom Setano - Director of Finance

FILE COPY

* Please add to
73-1 The December
Agenda.
Thank you

Mr. William Campbell
Director of Health
City of Danbury
20 West Street
Danbury, CT 06810

October 25, 1989

Dear Mr. Campbell:

On December 14, 1983, at a meeting held by the Environmental Impact Commission, an application was approved and a permit was granted to Albert Salame to rechannel, stabilize and rip-rap a portion of a stream that was adjacent to two building lots on Great Meadow Road in Danbury.

On June 14, 1989, my husband and I purchased a modular home on one of those building lots and have made numerous attempts since then to have the builder correct continuing problems with pooling, drainage and erosion on our property and the adjoining lot. Mr. Christopher Majewski, an environmental inspector for the city of Danbury, has made copies of the required inspections and records of violations available to us.

It is apparent to my husband and I, after five months of occupancy in our new home, that the stream in question has not been rechanneled, stabilized or riprapped in accordance with the conditions of the permit. The stream continues to flow across the front of the adjoining lot, #36, across our property and into Great Meadow Road.

We are asking for your assistance in compelling the builder to meet the conditions of his permit and to correct the pooling, drainage and erosion problems that have occurred because of his negligence, including the erosion of our primary septic fields.

We are also asking for the assistance of our representatives on The Common Council. It is our hope that an ad hoc committee will be formed to investigate this intolerable situation.

We look forward to your continued cooperation.

Sincerely yours,

Carol and Pasquale Delli Carpini
13 Great Meadow Road
Danbury, CT 06811
744-1445

cc: Mr. Hank Moran
Mr. Gary Renz



54-2

CITY OF DANBURY	
PUBLIC UTILITIES	
NOV 3 1989	
Classified Date:	_____
Form Number:	_____
File Code:	_____

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

October 31, 1989

PLEASE REPLY TO:
DANBURY, CT 06810

To: William J. Buckley, Superintendent of Public Utilities

From: Eric L. Gottschalk, Assistant Corporation Counsel

Re: Palanzo Water Service - Yours of 10-27-89

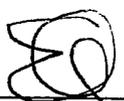
I have reviewed your memo in connection with the above. In my view we have a responsibility to provide adequate drinking water to our existing customers. If you have determined that the current source of supply is unsatisfactory, you are responsible for coming up with an appropriate solution.

If, as I assume, this project has not been budgeted, Common Council approval will be necessary. Further, under the circumstances, it would seem appropriate to obtain the blessings of the Common Council, since Mr. Palanzo is a City official.

I would expect that given the extreme difference in price between the two viable alternatives, that you will forward the problem to the Council together with your recommendation concerning the right solution.

From my point of view, I see nothing improper with the expenditure of public funds to complete necessary utility improvements designed to remedy a deficiency in our service to an existing customer.

If you have any other questions or thoughts that you would like to share with me, do not hesitate to do so.


Eric L. Gottschalk

ELG:r



543

CITY OF DANBURY	
PUBLIC UTILITIES	
OCT 30 1989	
Discard Date	_____
Permanent	_____
File Code	_____

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

October 27, 1989

TO: Mr. Rick Gottschalk, Assistant Corporation Counsel
 FROM: Mr. William J. Buckley, Supt. of Public Utilities
 RE: MIDDLE RIVER ROAD - PALANZO HOUSE

As you are aware Mr. Rick Palanzo has purchased a house on Middle River Road near Franklin Street Extension. I have attached for you a little bit of the history involved with this house but in a nutshell the situation is that the house receives raw, untreated drinking water from us and is billed as a regular customer. Some of the history is contained in the attached memos.

I believe that this does constitute a violation of the public health code regulation 19-13-b102 which outlines the parameters for the quality of drinking water. Mr. Palanzo through his attorney, Mr. James Maloney, have written to me (copy attached) and have asked for a resolution of the problem. I have proposed in a letter back to Senator Maloney (copy attached) that I would like to have them entertain the idea of us drilling a well and disconnecting them from City water from this moment on.

Mr. Palanzo visited with me on October 24, 1989 and indicated that he would be happy to have a well and would be willing to release the City from future obligation to provide him with drinking water. I have gotten prices on this and it is my estimate that a well with the piping, pump and associated equipment including all permits would run in the



544

CITY OF DANBURY	
PUBLIC UTILITIES	
SEP 20 1989	
Discard Date	<u> </u>
Permanent	<u> </u>
File Code	<u>Customer</u>

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

September 18, 1989

Senator James H. Maloney
 153 White Street
 Danbury, CT. 06810

RE: PROPERTY BEING PURCHASED BY MR. RICHARD PALANZO - 27 MIDDLE RIVER ROAD DANBURY, CT.

Dear Senator Maloney:

In the interest of trying to resolve the matter concerning the water supply to the above referenced property, I would like to know if your client would accept as a solution the drilling of a private well. There appears to be three manners in which to handle this matter and certainly one is to extend the City water from its present terminus on Middle River Road to the property in question, the second would be the drilling of a private well for the above referenced property, and the third would be to leave the situation as it now stands. This last option would seem to be unacceptable to all of us and for the time being will drop it. I would like to compare the cost of extending water which I believe to be fairly expensive to the cost of drilling a well and having your client take over ownership and maintenance responsibilities of the well, releasing the City from a further obligation to serve drinking water. The problem I have with extending the water main as it will result in an awfully long dead end with only one customer, your client on it, which would also lead to water quality problems.

Please let me know at your earliest convenience as to whether or



24-5

CITY OF DANBURY	
PUBLIC UTILITIES	
SEP 13 1989	
Discard Date	_____
Parasitism	_____
File Code	_____

CITY OF DANBURY
DANBURY, CONNECTICUT 06810

PUBLIC UTILITIES DEPARTMENT
WATER QUALITY LABORATORY
149 WESTVILLE AVE. EXT.

LOUIS J. CARBONE
LABORATORY DIRECTOR
(203) 796-1503

September 13, 1989

Mr. Richard Palanzo
 27 Middle River Road
 Danbury, CT 06811

RE: 27 Middle River Road - Water Quality

Dear Mr. Palanzo,

Water samples obtained on September 8, 1989 from residence referenced above was analyzed for water quality. The results are summarized below.

<u>PARAMETER</u>	<u>RESULT</u>
PH	7.5
Turbidity	1.30(x)
Conductivity	200
Color	22(x)
Total Coliform	10/100 ML(x)

(x) NOT ACCEPTABLE RANGE

Remarks:

The results above indicate that the water quality does not meet current potable under standards. As you are aware this is raw-untreated water.

Sincerely,

 Louis J. Carbone
 Laboratory Director

RICHARD A. DICE*
JAMES H. MALONEY
KENNETH E. LENZ**
MARY B. RYAN
SUSAN J. POLL†
PAUL T. CZEPIGA
CATHERINE A. WILOWSKI

JOSEPH R. CARVALKO, JR. ‡
OF COUNSEL

ALSO ADMITTED:

* DC & NY BARS
** MA BAR
† PA BAR
‡ PATENT BAR

54-5

Dice, Maloney & Carvalko P.C.

Attorneys and Counselors at Law

REPLY TO:

□ 420 HIGHLAND
P.O. BOX 520
CHESHIRE, CT 0664
TEL. (203) 272-2777
FAX. (203) 271-1079

□ 153 WHITE STRE
DANBURY, CT 0681
TEL. (203) 794-9622
FAX. (203) 748-2655

VERMONT
CORRESPONDENTS
□ RAPHAEL & WAR
P.O. BOX 1149
WAITSFIELD, VT 050

September 7, 1989
DANBURY

CITY OF DANBU

PUBLIC UTILITIE

SEP 12 1989

Record Date _____
Personnel _____
File Code _____

Mr. William Buckley Jr., Superintendent
Danbury Public Utilities
Newtown Road
Danbury, Connecticut 06810

Re: Property being purchased by Mr. Richard Palanzo
at 27 Middle River Road, Danbury, CT

Dear Mr. Buckley:

This is to advise that I represent Mr. Palanzo in reference to the above captioned transaction.

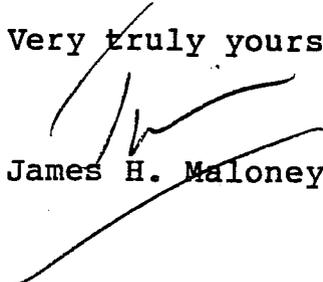
As part of his inspection of the premises it has come to our attention that although the owner of the subject property has long paid water charges to the City of Danbury in connection with her receipt of public water, the water that has been received is not potable.

Apart from being a serious potential health hazard, it would appear that the premises are not being treated in the same manner as other premises that pay equivalent charges for water service.

I would appreciate your efforts in resolving this matter by seeing that the premises are served with potable water as quickly as possible.

If you have any questions or comments, or if you require any additional information, please do not hesitate to let me know.

Very truly yours,


James H. Maloney

JHM:klg
cc: Mr. Palanzo



55

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:

November 3, 1989

DANBURY, CT 06810

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

Re: 103 and 101 Lakeview Avenue

Dear Mayor and Council Members:

The Common Council approved the acceptance of a donation of land on Lakeview Avenue, known as lot 103, at the August 1989 meeting. I have been advised that the donor, Stelco, Industries, Inc. intended to offer the City land known as lot 101 Lakeview Avenue at the same time. Apparently, it was the owner's belief that lot 103 included the land which really is within lot 101.

The offer is made to the City with the same understanding that applied to the original offer of 103 Lakeview., namely, that the City will accept the donation based upon an appraisal of its fair market value as determined by Mr. Edwin Haflich, an appraiser approved by our Tax Assessor, Mrs. Anne DeFlumeri. Any questions with regard to this proposal should be addressed to the attorney for the donor, Mr. Samuel T. Rost of the law firm of Green and Gross, P. C.. If, however, I can be of service, please feel free to contact me.

Sincerely,

Eric L. Gottschalk
Assistant Corporation Counsel

ELG:r



CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

received
11/3
56-1

ENGINEERING DEPARTMENT
(203) 797-4641

November 1, 1989

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

Honorable Joseph H. Sauer, Jr., Mayor
Honorable Members of the Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Dear Mayor and Council Members:

Maple Avenue - Carvalho
Item #16, October 3, 1989
Common Council Minutes

At the above referenced Common Council meeting I was requested to submit a report regarding this matter.

I have reviewed Attorney Gottschalk's September 27, 1989 report to you on this matter. This report was prepared by Attorney Gottschalk after discussions with me, a review of our files, and a review of other City files.

To my knowledge, Attorney Gottschalk's report is an accurate summation of what occurred over the years in relation to the Cheney and Spano properties. I am not aware of any commitment on behalf of the City to offer the Spano property to the Carvalho's in the same manner as the Cheney property was offered to them.

Attorney Gottschalk's September 27, 1989 report invited the Carvalho's and Attorney St. John to furnish any documents that may have been overlooked in his review. Assuming that no additional documents were furnished, I concur with the findings contained in Attorney Gottschalk's report.

Very truly yours,


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

JAS/sd

c: Eric L. Gottschalk



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

56.2

PLANNING COMMISSION
(203) 797-4525

October 23, 1989

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

Re: 8-24 Referral - Maple Avenue Property

Dear Council Members:

The Planning Commission at its meeting October 18, 1989 voted a positive recommendation to the Assistant Corporation Counsel's report that the property is still City property. We do concur with the Assistant Corporation Counsel's findings.

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

Sincerely yours,

Frank Bondatti, Jr.

Frank Bondatti, Jr.
Chairman

(MB)



REAL ESTATE

The Charles H. Greenthal Group

18 East 48th Street • New York, NY 10017

(212) 754-9300

October 31, 1989

57-1

Common Council
Attention: City Clerk's Office
155 Deer Hill Avenue
Danbury, Connecticut 06810

Re: Property of Stanley Bernstein
Mountainville Avenue
Danbury, Connecticut

Dear Sir:

Please find enclosed a copy of Mr. Stanley Bernstein's property on Mountainville Avenue.

Mr. Bernstein would like to donate these four (4) acres in exchange for any three (3) building lots next to the property that you feel would be suitable.

If either Mr. Bernstein or myself can supply you with anything else for your perusal, we would be most pleased to do so.

Thanking you for your consideration, we remain,

Very truly yours,

William West

WW:ik

Enclosure

cc: Stanley Bernstein

October 31, 1989

58-1

Councilman James Nimmons
President Common Council

Dear Mr. Nimmons:

My name is Emilio DeGrazia. I live at 101 Padanaram Road, Danbury, CT. I have lived here for the past 15 years, and I have a problem with the town I would like resolved.

This letter is in reference to the sewer that I have been assessed for on 10/17/89. The sewer which runs in front of part of our property approximately 125 feet was part of an over all project that was started back in summer of 1979 under the East Gates Road Housing Project, Nick Attic was managing. From what I have read he is still owner of the 90+ acres between Padanaram Road and Clapboard Ridge Road. The sewer was run in one phase from Fats Cafe to Capitol Road in the summer of 1979.

The residents house who it passed in front of didn't have to pay a penny for installation. Because I was told it was paid for by Federal Grants. In phase two, it was run from Capitol Road about 600 feet up the road to what was the East Gate Project intersection to where it meets Padanaram Road.

Now the meeting was attended on July 24, 1989 we were told there would be another meeting to discuss the problems of the Padanaram Road assessments whose houses should never have been assessed to begin with.

My question is what right does the town have to charge part of the residents of Padanaram Road and the fact the town didn't pay for the supplies, man power, or installation costs. Also when the project Nick Attic started back there was a lot of damage to our properties that was never resolved. The project went bankrupt and here we stayed with torn up lawns, (banks), broken sidewalks, raised telephone poles, and crushed driveways from the blasting. If the town wished to assess as it should only be if we connect to the sewer, same as the residents of Hillandale Road. I hope we can resolve this without any type of conflicts or disputes. Please call me at 748-8734, also I am going to contact the mayor on this issue as well.

Sincerely,

Emilio DeGrazia

P.S. If the council would like to have another meeting, I am all for it. Please let me know.

58-2

November 15, 1989

CITY OF DANBURY
Attn: COMMON COUNCIL
155 Deer Hill Avenue
Danbury, CT 06810

Dear Member:

Please be aware that we received our first notice of an assessment for our property in late October on a notice dated 10/25/89. This assessment is the Hillandale Road Sewer Assessment.

Please be aware that we wish to appeal this assesment as unjust.

Having spent the past two days speaking with the City Public Utilities Department, the Engineering Department, and the City Clerk's office we determined that the sewer line in front of our property was installed years ago by a private corporation, not the City of Danbury. The line remained on the City maps but was not functioning until the Hillandale project was completed. With the contracting of the Hillandale sewer project some minor repairs were made to the existing line on Padanaram Road. This assessment bills us for a portion of the entire project.

This assessment is unjust, we gained no value from the Hillandale sewer project, because our sewer line was already installed.

Sincerely,


Greg Pin
Carrie Pin
99 Padanaram Road
744-2279

PLEASE HELP.

November 15, 1989

58.3

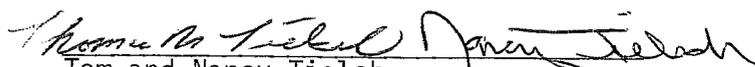
City Of Danbury
Attn: Common Council
155 Deer Hill Avenue
Danbury, CT. 06810

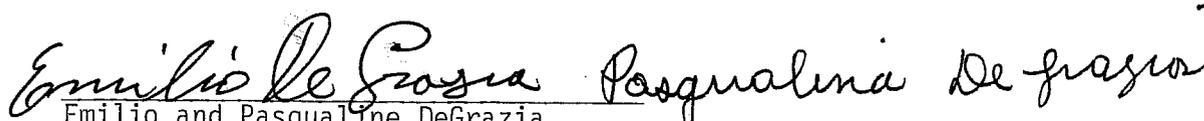
Dear Member:

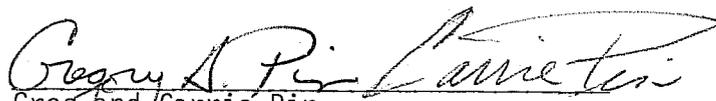
We move to appeal the sewer assessment's that were upgraded to suit the need of the residents of Hillendale Road.

Our understanding is that the existing sewer line was intact and available for use to those who desired to hook up to it. However, this existing sewer line had been previously installed by a private contractor, Mr. Nick Attic, and or the Dana Corporation.

Yours Truly,


Tom and Nancy Tielsh
100 Padanaram Rd.


Emilio and Pasqualina DeGrazia
101 Padanaram Rd.


Greg and Carrie Pin
99 Padanaram Rd.


Henry E. Schirmer
97 Padanaram Rd.

structure of the approval process tempts a petitioner to leave the water and sewer facilities until the very end and in many instances we are pressured into some type of a compromise with the petitioner with respect to the completion of the facilities versus the issuance of C.O.'s. The Gaslight Village Condos on the corner of Tamarack and Virginia is an excellent example of this. In this instance the units are up and ready for occupancy and the sewer and water lines have not been completed and the petitioner does not even have all the approvals necessary for the work.

I believe that Mr. Rick Gottschalk of the Corporation Counsel's office, Mr. Jack Schweitzer, Chief Lagarto of the Fire Department, and Mr. Leo Null, the City's Building Inspector, as well as me should be part of the committee's discussion.

Thank you for your consideration in this matter and I look forward to meeting with you on this subject.

WJB:bds

- cc: Mayor Joseph H. Sauer, Jr.
- Mayor-Elect Gene Eriquez
- Mr. Dan Minahan
- Mr. Rick Gottschalk
- Mr. Jack Schweitzer
- Mr. Leo Null
- Fire Chief Tony Lagarto



61-1

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

November 9, 1989

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

Re: Request for Sewer and Water Extension - South Street and Shelter
Rock Road

The committee regarding the above captioned matter met on November 2, 1989. In attendance were committee members Shaw and Danise. Also attending were Mr. Williamson and Mr. Moody.

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 and water extensions.
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.

61

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 & sewer lines.

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

Respectfully submitted,

WILLIAM H. SHAW, Chairman

MARI ANN DANISE

MOUNIR FARAH



61-3

CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

September 29, 1989

ENGINEERING DEPARTMENT
(203) 797-4641

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

Mr. Dennis Elpern
Planning Director
City of Danbury
155 Deer Hill Avenue
Danbury, Ct. 06810

Dear Mr. Elpern:

Moody-Fantel Properties Inc.
South Street/Shelter Rock Road
Code No. SP9-88
Assessor's Lot #K15087

This office has reviewed the September 22, 1989 letter with attachments submitted by Mark E. Kornhaas of Consultants & Engineers, Inc. in response to our September 13, 1989 letter to you.

The comments of our letter have been addressed to our general satisfaction.

Very truly yours,

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

JAS/PAE/gw

c: William Buckley, Jr., P.E.



CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

Farah
61-4

PLANNING COMMISSION
(203) 797-4525

June 27, 1989

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

Re: 8-24 Referral - Request for Sewer and Water Extension -
Shelter Rock Road and South Street

Dear Council Members:

The Planning Commission at its meeting June 21, 1989 voted a positive recommendation for the request for sewer and water extension at Shelter Rock Road and South Street providing all details are worked out with the City Engineer and Public Utilities.

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

Sincerely yours,

Frank Bondatti, Jr.
(1989)

Frank Bondatti, Jr.
Chairman



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

62-1

COMMON COUNCIL

REPORT

December 5, 1989

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

Re: Sewer and Water Extensions - 11-13 Mannions Lane

The committee regarding the above captioned matter met on Nov. 15, 1989. In attendance were committee members Regan, Bundy and Esposito. Also attending were Jack Schweitzer, William Buckley and for the petitioner Alan Weiner, John Conte and Paul Jaber.

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 and water extensions.
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 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 waterlines.

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

Mr. Conte explained that the sewer and water extensions were to provide service to a proposed 27 unit condominium project. Included in the improvements to the area is a new 16" water main on South Street from Great Pasture Road to High Street Ext at the developer's expense. Mr. Buckley and Mr. Schweitzer both approved the extensions and the Planning Commission voted a positive recommendation to the extensions.

Respectfully submitted,

ARTHUR D. REGAN, Chairman

ROGER M. BUNDY

JOHN ESPOSITO



63-1

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

December 5, 1989

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

Re: Sewer and Water Extension 22 South Street

The committee regarding the above captioned matter met on Nov. 15, 1989. In attendance were committee members Regan, Bundy, Esposito. Also present was City Engineer Jack Schweitzer, William Buckley, and for the petitioner, Alan Weiner, John Conte and Paul Jaber.

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 and water extensions.

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 waterlines 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 waterlines.

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

Mr. Conte explained that the sewer and water extensions were to provide service to a proposed 8 unit condo project, Included in the improvements to the area is a new 16" water main on South Street from Great Pasture Road to High Street Extension to be done at the developer's expense.

Mr. Buckley and Mr. Schweitzer both approved the plans and the Planning Commission voted a positive recommendation for the extensions.

Respectfully submitted,

ROGER M. BUNDY Chairman

ARTHUR D. REGAN

JOHN ESPOSITO



64-1

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

December 5, 1989

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

Re: Sewer Extension - DePalma Lane

The committee regarding the above captioned matter met on Nov. 15, 1989. In attendance were committee members Regan, Bundy and Charles. Also present were Jack Schweitzer, William Buckley and representing the petitioner, Gerald Farley from R. J. Gallagher, Jr. & Associates.

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 and water extensions.
2. The petitioner shall submit as-built drawings of this extension, prepared by a licensed Connecticut Land Surveyor, for approval by the City Engineer.
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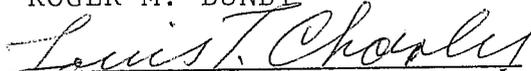
7. No Certificate of Occupancy shall be issued until the above requested forms, documents, plans, etc. are received and the City owns the extended sewer and water lines.

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

Respectfully submitted,



ARTHUR D. REGAN Chairman

ROGER M. BUNDY


LOUIS T. CHARLES



64-3

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

December 5, 1989

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

Re: Sewer Extension - DePalma Lane

The committee regarding the above captioned matter met on Nov. 15, 1989. In attendance were committee members Regan, Bundy and Charles. Also present were Jack Schweitzer, William Buckley and representing the petitioner, Gerald Farley from R. J. Gallagher, Jr. & Associates.

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

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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.

64-4

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.

Respectfully submitted,

ARTHUR D. REGAN Chairman

ROGER M. BUNDY

LOUIS T. CHARLES



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

PLANNING COMMISSION

(203) 797-4525

October 31, 1989

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

Re: 8-24 Referral - Scattered Site Housing

Dear Council Members:

The Planning Commission at its Special Meeting, October 25, 1989 made the following decisions:

Site 1 - 34 Hakim Street

Positive Recommendation

Motion - Justino

Second - Sibbitt

"Ayes" - Justino, Sibbitt, Deeb, Zaleta

Site 2 - Sleepy Hollow Drive

Negative Recommendation for the reasons that there are single family homes in the area but one single family home on 2 acres seems wrong. The City could do more with this property than one house also, the use of the property should not have a detrimental effect on the properties adjoining and this use if it brings down real estate values could be detrimental.

Motion - Justino

Second - Deeb

"Ayes" - Justino, Deeb, Sibbitt

"Nay" - Zaleta

Site 3 - 28-40 Maple Avenue

Site 4 - 41 Maple Avenue

Withdrawn

65-2

Scattered Housing Sites

October 31, 1989

Page 2

Site 5 - Osborne Street

Negative Recommendation for the reason that a traffic study should be done and how can we judge different when we have not seen where driveways will be placed. Perhaps the land could be sold to the hospital in the future.

Motion - Deeb

Second - Sibbitt

"Ayes" - Deeb, Sibbitt, Justino

"Nay" - Zaleta

Site 6 - 9 - 41-47 Broad Street

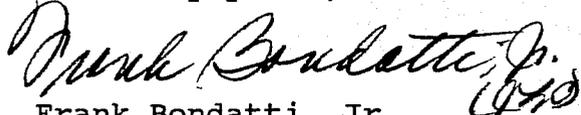
Positive Recommendation

Motion - Zaleta

Second - Sibbitt

"Ayes" - Zaleta, Sibbitt, Deeb, Justino

Sincerely yours,



Frank Bondatti, Jr.
Chairman



65-3

CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

PLANNING COMMISSION
797-4525
October 31, 1989

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

Re: 8-24 Referral - Scattered Site Housing

Dear Council Members:

The Planning Commission at its Special Meeting October 25, 1989 made the following decisions:

Site 1 - 34 Hakim Street

Positive Recommendation

Motion - Justino

Second - Sibbitt

"Ayes" - Justino, Sibbitt, Deeb, Zaleta

Site 2 - Sleepy Hollow Drive

Negative Recommendation for the reason that there are single family homes in the area but one single family home on 2 acres seems wrong the City could do more with this property than one house on 2 1/2 acres.

Motion - Justino

Second - Deeb

"Ayes" - Justino, Deeb, Sibbitt

"Nay" - Zaleta

Site 3 - 28-40 Maple Avenue

Site 4 - 41 Maple Avenue

Withdrawn

Scattered Housing Sites

October 31, 1989

Page 2

Site 5 - Osborne Street

Negative Recommendation for the reason that a traffic study should be done and how can we judge different when we have not seen where driveways will be placed. Perhaps the land could be sold to the hospital in the future.

Motion - Deeb

Second - Sibbitt

"Ayes" - Deeb, Sibbitt, Justino

"Nay" - Zaleta

Site 6 - 9 - 41-47 Broad Street

Positive Recommendation

Motion - Zaleta

Second - Sibbitt

"Ayes" - Zaleta, Sibbitt, Deeb, Justino

Sincerely yours,

Frank Bondatti, Jr.

Frank Bondatti, Jr.
Chairman



39
65-6

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

October 3, 1989

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

Re: Scattered Site Housing

The ad hoc committee appointed to review the request of the Housing Authority for the transfer of City land to the Housing Authority for use in their Scattered Site Housing proposal met on September 21, 1989 at 7:30 P.M. in Room 432 in City Hall. In attendance were committee members Regan, Moran and DaSilva. Also in attendance was Bernie Fitzpatrick.

Mr. Fitzpatrick explained his plan was to locate single family low income housing throughout the City and to put tenants into these homes who would bond to the home and take care of the home and property. This would be done through the Housing Authority policy of transferring current families who have shown that they care for their current housing.

Mr. DaSilva made a motion to recommend to the Common Council the transfer of City land to the Housing Authority as per the request of the Housing Authority submitted to the Common Council in April, 1989 as follows: 1. census tract 2107 Gregory Street (Hakim Street Ext.) south of I-84; 2. 4 lots on Broad Street census tract 2104; 3. Sleepy Hollow Road census tract 2107; 4. Osborne Street census tract 2103 with the stipulation that only single family and duplex homes will be built on the land and that all City land use approvals are obtained and that City residents are given first priority to rent the homes. Seconded by Mr. Moran and passed unanimously.

Respectfully submitted,

ARTHUR D. REGAN, Chairman

HANK S. MORAN

JOSEPH DaSILVA



66-1

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

November 9, 1989

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

Re: Mayor's Task Force on Recycling

The committee appointed to review the Mayor's Task Force on Recycling met on October 26, 1989 at 7:30 P.M. in Room 432 in City Hall. In attendance were committee members Renz, Moran, Eriquez and Farah. Committee Member Connell was absent. Also present were Michael Cech and David Gervasoni.

The meeting opened with a report by Mr. Cech regarding the committee's prior request to have his department determine the feasibility of satellite drop off recycling centers. Basically, the conclusion of Mr. Cech's department, as well as of the committee was that the concept was too costly.

Various methods of raising the levels of citizen participation in recycling were examined including buyback centers and the possibility for privately financed Intermediate Processing Centers. It was also brought to the committee's attention that potential receipt of State funding may be in jeopardy should the mandated guidelines regarding recycling not be met.

An interim proposal was examined which centers around the purchase of an all purpose recycling truck which would be located at various, to be determined, parts of the City to avail citizens of the opportunity to recycle without having to travel to the Plumtrees Road recycling center. This truck and the person hired to drive it should cost in the area of \$70,000 and, once a permanent policy regarding recycling is in place, the truck could be put to other uses for the City.

It was the committee's strong feeling that the practical point of getting people to realize the importance of recycling and providing as convenient as possible a method of actually doing it was of paramount importance. The committee also was aware that this alternative approach, with the truck, is truly a short term, interim solution to a problem that must have a greater priority.

66-2

A motion was made by Mr. Moran that the alternate proposal utilizing a recycling truck be recommended to the Common Council as a whole and further that Mr. Cech and the Comptroller work together to recommend the method by which this proposal be funded. Seconded by Dr. Farah. Motion carried unanimously.

Respectfully submitted,

GARY D. RENZ, Chairman

HANK S. MORAN

GENE F. ERIQUEZ

MOUNIR A. FARAH

BARRY J. CONNELL



07-1

CITY OF DANBURY
DANBURY, CONNECTICUT 06810

FIRE DEPARTMENT
19 NEW STREET

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

September 27, 1989

To: Members of the Common Council
From: Antonio L. Lagarto, Chief Fire Executive
Subject: Overtime Account Projected Shortage

Mayor Sauer and Members of the Common Council:

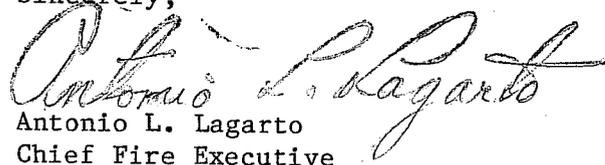
I have been advised by our Comptroller, Dominic Setaro, to take a good look at my Overtime Account in order to determine what my anticipated needs will be. I have looked at all areas of my Overtime Account and based on what has been expended from July 1, 1989 to September 16, 1989, and also on past needs, I have determined that I need the estimated amount of \$170,000.00 added to this Overtime Account.

I have given the Comptroller a listing of the figures which I used to determine the anticipated shortfall and Mr. Setaro has indicated to me that he felt the amount would be quite accurate. (Please see attached letter to the Comptroller).

I request at this time that you add the amount of \$170,000.00 to my Overtime Account.

Thank you for your cooperation in this matter.

Sincerely,


Antonio L. Lagarto
Chief Fire Executive

ALL:mw
1-OTn

Attachment

c:Mayor Sauer
D.Setaro, Comptroller



67-2

CITY OF DANBURY
DANBURY, CONNECTICUT 06810

FIRE DEPARTMENT
19 NEW STREET

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

September 25, 1989

To: Dominic Setaro, Acting Director of Finance
From: Antonio L. Lagarto, Chief Fire Executive
Subject: Overtime Account Anticipated Needs

Dom:

I have looked at all areas of our Overtime Account needs. Based on what has been expended from July 1, 1989 to September 16, 1989, and based also on past needs, I took a look at all areas generating overtime such as Vacation days, Sick and Injury Leave, Union Leave, Funeral Leave, Fire Alarm Work, Fire Marshal Investigations, Garcia costs, Training costs, etc. I have come up with the following figures:

The original amount of money funded for Overtime was \$400,000.00. My adjusted request was \$587,456.00. The amount remaining in the Account as of September 16, 1989, is \$246,294.00. My anticipated needs to the end of the fiscal year are in the amount of \$408,168.00, minus the \$246,294.00 balance, which equals a shortage of \$161,874.00, which would give us a total for the year of \$561,874.00. As you know, my additional request last year was only about \$1,500.00 above the expended amount.

My recommendation is to ask the Common Council for about \$170,000.00 to cover any unanticipated cost from major storms or fires or any other emergency which might generate overtime that we have not been funded for.

If possible, please let me know before Wednesday what your feelings are on this matter.

Thank you for your cooperation.

Sincerely,

Antonio L. Lagarto
Chief Fire Executive

ALL:mw
OTneed

68



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

(203) 797-4511

December 4, 1989

Honorable Members of the Common Council

Dear Council Members:

I hereby appoint Doris Harris, Eden Drive, Danbury to the Housing Authority for a term to expire 1/1/93.

Ms. Harris will serve as the tenant representative on the Housing Authority in accordance with its rules and regulations.

I forward this appointment to your attention for information purposes. This appointment does not require Council confirmation.

Sincerely,


Gene F. Eriquez
Mayor

69

RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:



WHEREAS, the City of Danbury has made application to the State of Connecticut for grant funding pursuant to Public Act 89-390, An Act Concerning Prevention and Treatment of Substance Abuse and Enforcement of Drug Laws; and

WHEREAS, the State of Connecticut has approved said application and offered the City of Danbury a grant in the amount of two hundred and seventy five thousand dollars (\$275,000.00), eighty two thousand five hundred dollars (\$82,500.00) of which is to be designated for education and one hundred and ninety two thousand five hundred dollars (\$192,500.00) of which is to be designated for enforcement; and

WHEREAS, the acceptance of said grant is in the best interests of the City of Danbury;

NOW THEREFORE BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF DANBURY, THAT Mayor Gene F. Eriquez be and hereby is authorized to accept said grant on behalf of the City of Danbury subject to the terms and conditions established in connection with said grant by the State of Connecticut;

AND BE IT FURTHER RESOLVED BY THE COMMON COUNCIL OF THE CITY OF DANBURY, THAT Mayor Gene F. Eriquez be and hereby is authorized to take any additional action necessary to effectuate the purposes hereof.

12/89