

COMMON COUNCIL MEETING

January 5, 1988

Meeting to be called to order at 8:00 P. M. by the Honorable Joseph H. Sauer, Jr., Mayor.

PLEDGE OF ALLEGIANCE

PRAYER

ROLL CALL

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

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

CONSENT CALENDAR

The Consent Calendar was

-----  
Minutes of the Common Council Meeting held December 1, 1987.

The Minutes were

✓ 1 CLAIMS - Karen Weis, Larry Ritter, John Meyerly, Michael T. Polito, Therese O'Connor, Kim W. Trinklein.  
The Claims were

✓ 2 RESOLUTION - Facilities Plan Update Project  
The Resolution was

✓ 3 RESOLUTION - Defensive Driving Training Course - Connecticut Safety Council  
The RESOLUTION was

✓ 4 RESOLUTION - Feasibility Recycling Study  
The Resolution was

✓ 5 RESOLUTION - Lease of 109 Main Street  
The Resolution was

✓ 6 RESOLUTION - Federal Aviation Administration Construction Grant  
The Resolution was

✓ 7 RESOLUTION - Grant for Interweave  
The Resolution was

✓ 8 RESOLUTION - Grant for Alzheimers Disease Victims  
The Resolution was

✓ 9 RESOLUTION - The Issue and Sale of \$8,250,000 City of Danbury General Obligation Bonds  
The Resolution

✓ 10 RESOLUTION - Connecticut Interlocal Risk Management Agency  
The Resolution was

✓ 11 ORDINANCE - Chain of Command - Police Department  
The Ordinance was

---

✓ 12 ORDINANCE - Amendment to Paragraph 5 of Subsection 16A-32(b) of  
the Code of Ordinances  
The Ordinance was

---

✓ 13 COMMUNICATION - Appointments to the Police Department  
The Communication was

---

✓ 14 COMMUNICATION - Appointment of Independent Auditors  
The Communication was

---

✓ 15 COMMUNICATION - Downtown Parking Garage  
The Communication was

---

✓ 16 COMMUNICATION - Request for an ad hoc committee to review the  
Downtown Redevelopment Project

---

✓ 17 COMMUNICATIONS - Requests for Charter Revision Commission  
The Communications were

---

✓ 18 COMMUNICATION - Request for Sewer Extension - 92 Merrimac Street  
The Communication was

---

✓ 19 COMMUNICATION - Request for Sewer and Water Extensions - Tamarack  
Avenue  
The Communication was

---

✓ 20 COMMUNICATION - Request for Sewer and Water Extensions - 15  
Mannion Lane

---

✓ 21 COMMUNICATION - Petition for Sewer Lines on Oak Lane  
The Communication was

---

✓ 22 COMMUNICATION - City of Danbury v. J. & J. Trucking  
The Communication was

---

✓ 23 COMMUNICATION - Proposed Agreement with the Town of New Milford  
for Temporary Hauling of Septage Waste to Danbury Waste Water  
Treatment Facility  
The Communication was

---

✓ 24 COMMUNICATION - Request to Lease Property from the City on Maple  
Avenue and Garamella Boulevard  
The Communication was

---

✓ 25 COMMUNICATION - Water Problem on Farm Street  
The Communication was

---

✓ 26 COMMUNICATION - Offer to present the Fire Department with a Radio  
Antenna and Tower  
The Communication was

---

✓ 27 COMMUNICATION - Alarm Ordinance  
The Communication was

---

✓ 28 COMMUNICATION - Danbury Boxing Club - Request for Grant  
The Communication was

- ✓ 29 COMMUNICATION - State and Federal Projects Budget Increase  
The Communication was  
-----
- ✓ 30 COMMUNICATION - Request for Funds for Library Restoration Project  
The Communication was  
-----
- ✓ 31 COMMUNICATION & CERTIFICATION - Tarrywile Park Restoration  
The Communication and certification were  
-----
- ✓ 32 COMMUNICATION - Water Problems at 5-7 Apple Blossom Lane  
The Communication was  
-----
- ✓ 33 COMMUNICATION - Berol Easement  
The Communication was  
-----
- ✓ 34 COMMUNICATION - Estate of Ella V. Hull  
The Communication was  
-----
- ✓ 35 COMMUNICATION - PAC v. Danbury - Referendum  
The Communication was  
-----
- ✓ 36 COMMUNICATION - Request for an ad hoc committee concerning legis-  
lation on volunteer fire personnel  
The Communication was  
-----
- ✓ 37 COMMUNICATION - Donations to the Library  
The Communication was  
-----
- ✓ 38 COMMUNICATION - Request for a committee to study conflict between  
F.B.O. and Airport Commission  
The Communication was  
-----
- ✓ 39 COMMUNICATION - Proposed Leases  
The Communication was  
-----
- ✓ 40 COMMUNICATION - Veteran's Tax Exemption  
The Communication was  
-----
- ✓ 41 COMMUNICATION - Traffic Signalization - Garamella Boulevard  
The Communication was  
-----
- ✓ 42 COMMUNICATION - Report from Director of Public Works on road  
conditions in Candlewood Vista Area - Brighton Street  
-----
- ✓ 43 COMMUNICATION - Reimbursement of Water Hook-up  
The Communication was  
-----
- ✓ 44 COMMUNICATION - Report from Director of Public Works on Acceptance  
of Mazur Drive  
The Communication was  
-----
- ✓ 45 COMMUNICATION - Grant Monies  
The Communication was  
-----
- ✓ 46 COMMUNICATION - City of Danbury v. Frank H. Fitzsimmons, Jr.,  
Trustee  
The Communication was

✓ 47 COMMUNICATION - Offer of the Viking Wire Building on Shelter Rock Road for sale to the City  
The Communication was

---

✓ 48 COMMUNICATION - Estate of Marjorie Aileen Shepard  
The Communication was

---

✓ 49 COMMUNICATION - Report from Corporation Counsel on Bear Mountain Road - R. T. Johnson Subdivision  
The Communication was

---

✓ 50 COMMUNICATION - Request to accept Grant for the Department of Elderly Services (See Item 8)  
The Communication was

---

✓ 51 COMMUNICATION - Request to accept Title III Grant for the Department of Elderly Services (See Item 7)  
The Communication was

---

✓ 52 COMMUNICATION - Offer of land at 129-141 Kohanza Street and 16-20 Clapboard Ridge for sale to the City  
The Communication was

---

✓ 53 COMMUNICATION - Donation of Lot 103 Lakeview Avenue to the City  
The Communication was

---

✓ 54 COMMUNICATION - Uses for Tarrywile Park  
The Communication was

---

✓ 55 COMMUNICATION - Surplus Land on Backus Avenue  
The Communication was

---

✓ 56 COMMUNICATION & CERTIFICATION - Request for Funds for overtime services for the Forestry Division and Equipment Maintenance Division  
The Communication and Certification were

---

✓ 57 COMMUNICATION - Federal Correctional Institution Sewer Line  
The Communication was

---

✓ 58 COMMUNICATION & CERTIFICATION - Underground Fuel Storage Tanks  
The Communication and Certification were

---

✓ 59 COMMUNICATION - Candlewood Park License  
The Communication was

---

✓ 60 COMMUNICATION - Request from Rural Water Company for permission to drill a well  
The Communication was

---

✓ 61 COMMUNICATION - Request for Funds for Repairs to Case Backhoe/ Front End Loader  
The Communication was

---

✓ 62 COMMUNICATION - Lease between the City and Reliant Aircraft Service  
The Communication was

---

✓ 63 COMMUNICATION - Lease between the City and New England Aircraft Sales  
The Communication was

64 COMMUNICATION - Fencing Problem - 70 Main Street  
The Communication was

---

65 DEPARTMENT REPORTS - Parks and Recreation, Fire Marshall, Fire Chief, City Forester, Airport Administrator, Police Department, Coordinator of Environmental and Occupational Health Services, Housing Code Enforcement, Sanitation/Public Health Inspector, High Blood Pressure Screening Program, Building Department.  
The Reports were

---

66 REPORT - Request for Waiver of Fees  
The Report was

---

67 REPORT - Appointment of Assistant Corporation Counsel  
The Report was

---

68 REPORT - Completion of Flintlock Drive  
The Report was

---

69 REPORT - Complaint of Howard Ludlow  
The Report was

---

70 REPORT - Safety Precautions at Grolier Headquarters  
The Report was

---

71 REPORT - Septage Ordinance and Rates  
The Report was

---

72 REPORT - Request for Water Extension - 6 South Street  
The Report was

---

73 REPORT - Petition of Redevelopment Agency to Condemn Land  
The Report was

---

74 REPORT & CERTIFICATION - Roof Replacement at Osborne Street Education Service Center  
The Report and Certification was

---

75 PROGRESS REPORT - Request for Sewer and Water Extensions on Duck Street  
The Progress Report

---

76 PROGRESS REPORT - Conditions on Morgan Road  
The Progress Report was

---

77 PROGRESS REPORT - Report from Director of Public Works on sidewalk repairs on Myrtle Avenue  
The Progress Report was

---

78 PROGRESS REPORT - Landfill Areas for Scrap Metal  
The Progress Report was

---

79 PROGRESS REPORT - Purchase of Property at 128 East Liberty Street  
The Progress Report was

---

80 PROGRESS REPORT - Intermunicipal Agreement with the Town of Bethel  
The Progress Report was

1  
✓ 81  
✓ 82  
83

PROGRESS REPORT - Revisions on Boulevard Drive  
The Progress Report was

PROGRESS REPORT - Request for Sewer and Water Extensions - South  
Cove  
The Progress Report was

COMMUNICATION - Tax Levy - Downtown Tax District  
The Communication was

PUBLIC SPEAKING SESSION

Communication

✓ 84 - CAPITOLA Road

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

✓ 85 - Communication - Revaluation  
✓ 86 - Communications - Drainage Problem  
ON Pembroke Rd  
87 - Donation TO PAL

COMMON COUNCIL CONSENT CALENDAR

JANUARY 5, 1988

- 2 - Resolution - Facilities Plan Update Project
- 3 - Resolution - Defensive Driving Training Course - Connecticut Safety Council
- 4 - Resolution - Feasibility Recycling Study
- 5 - Resolution - Lease of 109 Main Street
- 6 - Resolution - Federal Aviation Administration Construction Grant
- 7 - Resolution - Grant for Interweave
- 9 - Resolution - The Issue and Sale of \$8,250,000 City of Danbury General Obligation Bonds
- 10 - Resolution - Connecticut Interlocal Risk Management Agency
- 14 - Communication - Appointment of Independent Auditors
- 29 - Communication - State and Federal Projects Budget Increase
- 34 - Communication - Estate of Ella V. Hull
- 41 - Communication - Traffic Signalization - Garamella Boulevard
- 50 - Communication - Request to accept Grant for the Department of Elderly Services (Item 8)
- 51 - Communication - Request to accept Title III Grant for the Department of Elderly Services (Item 7)
- 54 - Communication - Uses for Tarrywile Park
- 59 - Communication - Candlewood Park Licenses
- 66 - Report - Request for Waiver of Fees
- 68 - Report - Completion of Flintlock Drive
- 70 - Report - Safety Precautions at Grolier Headquarters
- 71 - Report - Septage Ordinance and Rates
- 72 - Report - Request for Water Extension - 6 South Street
- 74 - Report & Certification - Roof Replacement at Osborne Street Education Service Center
- 75 - Progress Report - Request for Sewer and Water Extensions on Duck Street
- 76 - Progress Report - Conditions on Morgan Road
- 77 - Progress Report - Report from Director of Public Works on Sidewalk Repairs on Myrtle Avenue
- 78 - Progress Report - Landfill Areas for Scrap Metal
- 79 - Progress Report - Purchase of Property at 128 East Liberty Street
- 80 - Progress Report - Intermunicipal Agreement with the Town of Bethel
- 81 - Progress Report - Revisions on Boulevard Drive
- 82 - Progress Report - Request for Sewer and Water Extensions - South Cove
- 83 - Communication - Tax Levy - Downtown Tax District

(1)

December 4, 1987

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

Re: Accident Claim

Dear Mrs. Crudginton:

On December 3, 1987, at about 7:30 P.M. I used the Ladies Room at City Hall. I had just completed a visit with the assessors on the same floor as Civil Preparedness. When I went to get a paper towel from the dispenser, the entire front of the dispenser released from the top and fell down on my nose.

On December 4, 1987 I visited a doctor and had x-rays taken. I did this because I developed black around my eyes and swelling in my nose. Enclosed, please find my bill.

I have advised Mr. Palanzo of the problem with the dispenser and spoke with Mr. Fabiano in regards to this. I decided, on advise from a doctor, to have the nose checked out, just in the event I may have problems in the future.

Karen Weis

*Karen Weis*

40 Fox Den Rd.  
Danbury, Conn. 06811

RECEIVED

DEC 10, 1987

OFFICE OF CITY CLERK

①

**INSURANCE COPY-ATTACH THIS STATEMENT TO YOUR INSURANCE CLAIM FORM**  
 Complete the personal information requested on this form. This statement contains all  
 the information the insurance carrier requests of the doctor. It is not necessary for  
 this office to fill out the insurance company claim form.

PREVIOUS BALANCE 0 NAME Wies, Karen  
 19692



**DANBURY IMMEDIATE MEDICAL CARE**  
 Plumtrees Plaza, Route 6  
 Danbury, CT 06810  
 203-798-7425

DATE OF SERVICE 12-4-87  
 PATIENT DISABILITY STATEMENT  
 ( ) Disabled ( ) Partially Disabled  
 M / D / Y thru M / D / Y  
 O.K. to return to work M / D / Y

DIAGNOSIS: WIP

Doctor's Signature [Signature] Dr. Rudick MD 02737

Code	Description	Fee	Notes
90000	New Office Visit		
90000	Exam Service		
90010	Limited Service		
90015	Intermediate Service		
90017	Extended Service		
90020	Comprehensive Service		
Established Patient - Office Visit			
90040	Brief Service		
90050	Limited Service		
90060	Intermediate Service		
90070	Extended Service		
90080	Comprehensive Service		
71020	Radiologic Procedures		
73	Chest X-ray		
73	Extremities		
73	Other		
93000	Electrocardiogram (ECG)		
93000	12 lead with interpretation		
85031	Laboratory Procedures		
85031	CBC		
82948	Serum Glucose		
84132	Serum Potassium		
84285	Serum Sodium		
81000	UA - Complete		
85610	Prothrombin Time		
85651	Sed Rate		
85730	PFT		
86300	Heterophile Mono-Spot (Rapid)		
82996	Pregnancy Test, Urine		
82270	Stool for occult blood		
87210	Smear/Wet prep		
87205	Smear/Gram stain		
87081	Strep culture of throat		
87086	Urine culture & Colony Count		
87070	Culture, any Other Source		
88150	Pap Smear		
87186	MIC Susceptibility		
Other			
652	Eye Procedures		
90702	DT Booster		
90788	IM-Antibiotic		
907			
907			
Other Procedure			
11040	Debridement of abrasions		
28128	Short-arm splint		
28130	Application finger splint; static		
28550	Strapping, toes		
89210	Removal, impacted cerumen		
99180	Critical Care		
99070	Supplies, Materials, Drugs		
10	Incision And Drainage		
12	Excision		
16	Removal Foreign Body		
16	Other Injury		

TOTAL FEE 110.00  
 PAID 110.00

P.O. Box 333  
West Redding, CT 06896

①

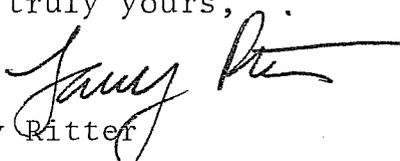
November 25, 1987

Common Council  
155 Deer Hill Avenue  
Danbury, CT 06810

Dear Sirs:

On the morning of November 23, 1987, at approximately 9 A.M. I was heading east on West Redding Road. I was behind a Dept. of Public Works truck #23 which had a large sander on it. The road was dry with the exception of a bad ice patch in from of the home of Robert Muehlfeld who I believe resides at number 51 W. Redding Road. When the driver approached the ice patch he naturally turned the sander on, and unfortunately a stone which the sander threw hit my windshield and broke it. The estimate is enclosed.

Very truly yours,

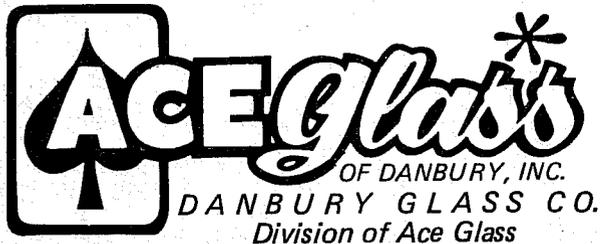
  
Larry Ritter

LR:ltr

Enc.

RECEIVED  
NOV 30 87  
OFFICE OF CITY CLERK

AUTO GLASS  
MIRRORS  
PLATE GLASS  
TABLE TOPS



18 NORTH STREET  
DANBURY, CT 06810  
743-7400 or 743-7457

Att: Larry Ritter  
P.O. Box 333  
West Redding, Ct. 06896

①  
No 51535

INSURANCE CLAIMS HONORED

DATE Nov. 23, 1987

Estimate

1985 Toyota 4 Runner

Supply and install shaded windshield

List	Net
\$356.65	\$285.32
Urethane kit	9.95
	<hr/>
	295.27
Tax	22.15
Labor	70.00
	<hr/>
	\$387.42

(1)

11 TERRY DRIVE  
DANBURY, CT 06811  
748-3955  
NOVEMBER 25, 1987

CITY CLERK'S OFFICE  
CITY HALL  
155 DEER HILL AVENUE  
DANBURY, CT 06811

DEAR SIR:

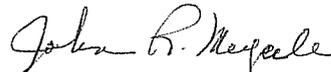
THE FOLLOWING IS AN ACCOUNT OF AN ACCIDENT BETWEEN MY  
1987 BUICK GRAND NATIONAL AND A CITY OF DANBURY TRUCK.

ON SUNDAY, OCT. 11, 1987 AT 11:30 A.M. I WAS DRIVING NORTH  
ON SOUTH KING STREET. AT THE CORNER OF SADDLE ROCK ROAD A  
LARGE YELLOW CITY OF DANBURY TRUCK, OVERLOADED WITH TREE  
LIMBS TRAVELING SOUTH, CROSSED THE YELLOW LINE INTO MY PATH.  
IN ORDER TO AVOID A COLLISION I SWERVED TO THE RIGHT. THE  
LIMBS ON THE TRUCK DAMAGED THE DRIVER'S DOOR AND LIMBS  
SCATTERED ON THE RIGHT SIDE OF THE ROAD DAMAGED THE PASSENGER'S  
SIDE OF THE CAR. WHEN I REACHED MY DESTINATION I NOTICED THE  
DAMAGE THAT WAS DONE.

THIS CAR HAD 3,000 MILES ON IT AND WAS IN PERFECT CONDITION  
BEFORE THIS ACCIDENT. I AM ENCLOSING AN ESTIMATE FOR \$704.  
TO REPAIR THIS DAMAGE.

I WOULD APPRECIATE YOUR FULL COOPERATION IN THIS MATTER.

VERY TRULY YOURS,



JOHN R. MEYERLE

RECEIVED  
DEC 9 1987  
OFFICE OF CITY CLERK

0000343

SHEET NO. \_\_\_\_\_ OF \_\_\_\_\_ SHEETS

1

Car Owner JOHN MEYERLY Business Phone \_\_\_\_\_ Date 11/20/87  
 Address 11 TERRY DR CITY \_\_\_\_\_ Home Phone \_\_\_\_\_  
 Insurance Co. DANBURY CT Phone \_\_\_\_\_

I.D. \_\_\_\_\_ Adjuster \_\_\_\_\_  
 Retain Parts  Customer Initial \_\_\_\_\_  
 Destroy Parts

YEAR	MAKE	MODEL	LICENSE NO.	SPEEDOMETER
87	BUICK	REGAL		

Repair	Replace	DESCRIPTION OF LABOR OR MATERIAL	LABOR HRS.	PARTS	MISC.	SUBLET-NET & PAINT
✓		RT FT FENDER	1.5			2 5
✓		RT DOOR	1.5			2 5
✓		RT QUARTER	1.5			2 5
✓		LT DOOR	1.5			2 5
		CLEAN CAR SL				95 00

The above estimate is based on our inspection and does not cover additional parts or labor which may be required after the work has started. Warn or damaged parts, not evident on first inspection, may be discovered and you will be contacted for authorization for additional work. Parts prices subject to change without notice. This estimate is good for \_\_\_\_\_ days.

Insurance Deductible \_\_\_\_\_ Estimator \_\_\_\_\_  
 ACKNOWLEDGEMENT: I have read and understand the above estimate and authorize repair service be performed, including sublet work and acknowledge receipt of this estimate. An express mechanic's lien is hereby acknowledged on above car, truck, or vehicle to secure the amount of repairs thereto.

THIS WORK AUTHORIZED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 WORK ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

16 HRS. OF LABOR @ \$ 30<sup>00</sup> PER HR. \$ 480<sup>00</sup>

ESTIMATE AMOUNT \$ \_\_\_\_\_  
 Revised Estimate \$ \_\_\_\_\_  
 Customer's O.K. By \_\_\_\_\_

Time	Date Called	By Whom

Deposit \$ \_\_\_\_\_  
 Chgs. if not Repaired \$ \_\_\_\_\_

PARTS		
PAINT MATERIALS	120	00
BODY MATERIALS		
SUBLET	95	00
TAX	9	00
ADVANCE CHARGES		
TOTAL	704	00

Michael T. Polito  
12 Coldspring Drive  
New Fairfield, CT 06812

December 2, 1987

Ms. Betty Crudginton  
City Clerk  
City Hall  
Danbury, CT 06811

Dear Ms. Crudginton:

On Thursday, November 26, 1987, I was traveling on Aunt Hack Road, at approximately 5:00pm, and due to a rock in the road I acquired a flat tire. This was an unavoidable occurrence because of another car traveling in the opposite direction.

Due to the poor road maintenance, this obstacle has caused irreparable damage to my tire, which has to be replaced.

I notified the Danbury Police Department later that evening, and spoke with Officer Brenard, who did not file a report, but had told me to notify the Public Works Department of the incident. The Public Works Department then referred me to you to submit an estimated value of damages incurred. Enclosed please find a written estimate for replacement of my tire.

Your help in this matter would be greatly appreciated. You can reach me at (203) 746-1983, or contact Theresa Carlucci at (203) 792-9921.

Sincerely,



Michael T. Polito

Enclosure

RECEIVED  
DEC 9, 1987  
OFFICE OF CITY CLERK



# Goeco Tire and Auto

15 MILL PLAIN RD. - DANBURY, CT 06810

PHONE (203) 792-2600

RETAIL

WHOLESALE

COMMERCIAL

TELEPHONE:

B.F. GOODRICH  
MICHELIN  
CONTINENTAL  
PIRELLI

GOODYEAR  
UNIROYAL  
BRIDGESTONE  
CAVALIER

ACCOUNT NO	INVOICE DATE	INVOICE NO
50	QUOTE	

PAG 1

VEH: SUZU SMAR LIC NO: 406-ETH MIL: 10141



CASH SALE



NICHOL POLITO  
12 GOLD SPRING DR  
NEW FAIRFIELD, CONN 06812

TEL: 746-1903

CONTROL NO	ORDER DATE	CUST ORDER NO	SLS	TERMS	DATE SHIPPED	PAYMENT METHOD	SLS ORD
8607	10-02-07		1	CASH	10-02-07	CUR TRUCK	

ITEM NO	DESCRIPTION	QUANTITY		F.E.T.	PRICE	EXTENSION
		ORDERED	SHIPPED			
3104-133	ROT 205/70X15 405 075 GRHL	1	1	.00	01.95	01.95
80002	CAPRTER WHL BALANCE-POSS	1	1	.00	6.00	6.00
80001	VALVE STEM	1	1	.00	2.00	2.00

TAXABLE 69.95 NON-TAX .00  
( 7.5000%)

SUB TOTAL 0.00  
SALES TAX 6.75  
LESS CR 01.95

AN ANNUAL PERCENTAGE RATE OF 18% PER ANNUM, will be charged on the unpaid balance of past due accounts. Customer agrees to pay a reasonable attorney's fee and court costs after default and referral to an attorney. Returned goods must be accompanied by this invoice.

INVOICE TOTAL 96.70

THERESA O'CONNOR  
23-H CLAPBOARD RIDGE RD  
DANBURY, CT 06811

*Heelcath Apt  
203-792-7543*

November 24, 1987

/

To The Common Council, City of Danbury,

I am reporting an accident, that occurred, November 18, 1987 at 10:00 am.

Turning into the driveway, at the entrance of Danbury Hospital Physical Therapy Department, my car hit a curbing that caused both tires on the right of my 1987 Ford Tempo to blow out. Beside the feeling of panic, I felt absolutely frightened, not knowing what had happened. I immediately stopped the car, and saw the damage that occurred.

The Security Guard on duty called his supervisor and together they viewed the ragged, jagged curb.

I kept my appointment at Physical Therapy where I am being treated for lower back problems.

Meanwhile, the Danbury Police were dispatched and a report was filed by the attending officer.

I am enclosing all reports and damages, please note, in the police report the curb has been considered a public hazard.

I am asking for reimbursement for my towing, two new tires, and front wheel alignment, which comes to a total of \$215.00.

Pictures were taken of the curbing and are on file at both the Police Department and the Security Office at Danbury Hospital, if you wish to see them.

Please expedite this matter as I am living on a fixed income from Social Security Disability.

Respectfully,



Teresa R. O'Connor

RECEIVED  
DEC 9 1987  
OFFICE OF CITY CLERK

**INCIDENT REPORT**

DATE OF INCIDENT 11 / 18 / 87	TIME OF INCIDENT 0955	TYPE OF INCIDENT Signal 13	INCIDENT OFFICER V. HANSFORD	VEHICLE NO. 47
DATE REPORT SUBMITTED 11 / 19 / 87	REPORT SUBMITTED BY NO.	LOCATION OF INCIDENT Signal 13	INVESTIGATING OFFICER V. HANSFORD	APT NO. LOCATION Green Parking
STATUS CODE: C = COMPLAINT I = INTERVIEWED J = APPEALABLE M = MISDEMEANOR N = SUSPECT V = VICTIM W = WITHDRAWN X = OTHER		STREET NAME Danbury, CT		

STATUS	LAST NAME	FIRST NAME	MI	SEX	RACE	MO.	DAY	YR.	TELEPHONE	ADDRESS	VEH. REG. # OR OPER. LIC. # OR REG. #
C	O'Connor	Theresa		F	W					Hillcroft Apt. 23, Danbury, CT	
ARREST 1											
CHARGE 1											
ARREST 2											
CHARGE 2											

PROPERTY	CODE	QTY.	YEAR	ITEM	STYLED-MODEL	VEHICLE REGISTRATION	COLOR	CHARACTERISTICS-CONDITIONS - SERIAL OR (VIN)	EST. VALUE	LOCATION OF PROPERTY
V	1	87	Ford	Tempo IX	YM 9122	Blue	VIN# 1FABP37X0HK219569			

**INCIDENT DETAILS**

On Wednesday, November 18, 1987, this writer responded to an entrance of the Green parking area in order to investigate a Signal 13 reported by Officer Jim Shaw. Upon arrival, I met with complainant which stated that while attempting to make a right hand turn into the Green lot, she ran over the edge of a cobble stone curbing causing both tires on passenger side of vehicle to blow out. The complainant requested the Hospital pay for the damaged tires. At this point, this writer contacted Security Supervisor, William Marcisz to respond to the area. Supervisor Marcisz advised complainant that due to curbing being the property of the City of Danbury, complainant was advised to file a claim with the City. D.P.D. were notified at request of complainant with Officer Colla and Sgt. Collins responding (See D.P.D. case number 87-35475). Sgt. Collins photographed the curbing in question. Since the complainant was in a physical therapy appointment, this writer gave her a card from Officer Colla with all pertinent information. This writer was clear at 11:26 hours.

INVESTIGATING OFFICER SIGNATURE <i>James Danbury</i>	DATE 11/19/87	STATUS 47
INVESTIGATING OFFICER NAME V. HANSFORD	REPORT SUBMITTED BY NO.	REPORT SUBMITTED BY NAME <i>Jim Shaw</i>

INCIDENT REPORT

DATE OF INCIDENT: 11/13/87  
 TIME OF INCIDENT: 1014  
 TYPE OF INCIDENT: PUBLIC HAZARD  
 INVESTIGATING OFFICER: P.O. DONALD D. COLLA  
 REPORT SUBMITTED: 11/13/87  
 LOCATION OF INCIDENT: HOSPITAL AVE. - DODDY HOSPITAL ENTRANCE TO ONE DAY SURGERY  
 APT NO./LOCATION: HILLCROFT APTS APT-A73H  
 STATUS CODE: C = COMPLAINT I = INTERVIEWED J = JUVENILE M = MISSING S = SUSPECT V = VICTIM W = WITNESS O = OTHER  
 VEH REG # OR OPER LIC # OR S.S.:  
 VEHICLE REGISTRATION: 14M-9122  
 VIN: 1FABP37K0HK219569  
 STREET NAME: HOSPITAL AVE.  
 ADDRESS: HILLCROFT APTS APT-A73H  
 M.I.: F W  
 SEX: M  
 RACE: W  
 DATE OF BIRTH: 03/31/38  
 M.O.: 31  
 DAY: 03  
 YR: 38  
 TELEPHONE:  
 FIRST NAME: THREASA  
 LAST NAME: O'CONNOR

APREST 1	CHARGE 1	APREST 2	CHARGE 2

APREST 1	CHARGE 1	APREST 2	CHARGE 2

APREST 1	CHARGE 1	APREST 2	CHARGE 2

APREST 1	CHARGE 1	APREST 2	CHARGE 2

STATUS CODE: A = ABANDONED E = EVIDENCE F = FOUND L = LOST O = OTHER R = RECOVERED S = STOLEN T = TOWED V = VEHICLE  
 CHARACTERISTICS/CONDITIONS - SERIAL OR VIN: 14M-9122 Blue VIN: 1FABP37K0HK219569  
 PROPERTY: FORD TEMPO (GT. REG) (2 TIRES RIGHT SIDE BLOWN)  
 PHOTOS OF CURB NEAR ENTRANCE TO DODDY HOSPITAL ONE DAY SURGERY.  
 INCIDENT DETAILS: On the date and approximately 1030 hours (10:30 AM) I was dispatched to the above location on a Motor Vehicle accident. Upon arrival I met with hospital security. He related that the above complainant entered the driveway and was doing so her tires struck curbing causing the tires to blow. The curbing is at the end of a sidewalk. A photo was taken by SERGEANT JOSEPH COLLINS.  
 I was told by hospital security that the complainant was in physical therapy at the writing of this report.

DISTRIBUTION FOR USE BY SHIFT COMMAND ONLY  
 PROSECUTOR  
 BOARD OF HEALTH  
 DOMESTIC RELATIONS  
 YOUTH BUREAU  
 SOCIAL SERVICE  
 JUV. COURT ORDERS  
 OTHER  
 FOLLOW-UP ACTIONS BY  
 INVESTIGATOR  
 JUVENILE OFFICER  
 UNIFORM  
 SHIFT COMMAND: [Signature]  
 INVESTIGATING OFFICER'S SIGNATURE: P.O. DONALD D. COLLA  
 REVIEWED BY FIELD SUPERVISOR: [Signature]  
 PAGE 1 OF 1

# AALROD TIRE, INC.

ROUTE 66 PORTLAND, CT 203-342-0102

633 LAKEWOOD RD., WATERBURY, CT 203-754-2156

NORTH FRONTAGE RD., NEW LONDON, CT 203-444-7944

948 NORTH COLONY RD., WALLINGFORD, CT 203-284

TOWN LINE RD., ROCKY HILL, CT 203-721-0939

468 ORANGE AVENUE, WEST HAVEN, CT 203-934-345

33 WHITE STREET, DANBURY, CT 203-743-7648

411 NEW PARK AVENUE, WEST HARTFORD, CT 203-2

A.D. TIRE, 667 WARWICK AVENUE, WARWICK, RI 401-467-6355

I hereby authorize the repair work below to be done along with the necessary material, and hereby grant you and/or your employees permission to operate the car, truck, or vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on car, truck or vehicle below to secure the amount of repairs thereto. NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT, OR ANY OTHER CAUSE BEYOND OUR CONTROL.

TIME PROMISED \_\_\_\_\_

WORK AUTHORIZED BY: X \_\_\_\_\_

**WAIVER OF ADVANCE ESTIMATE**

I VOLUNTARILY REQUEST THAT REPAIRS BE PERFORMED ON THIS VEHICLE WITHOUT AN ADVANCE ESTIMATE OF THEIR COST. BY SIGNING THIS FORM, I AUTHORIZE REASONABLE AND NECESSARY REPAIRS AT THE REPAIR SHOP'S DISCRETION TO REMEDY THE PROBLEMS COMPLAINED OF. I AGREE TO PAY THE MAXIMUM OF \$ \_\_\_\_\_ FOR REPAIRS. THE REPAIR SHOP MAY CHARGE THIS AMOUNT WITHOUT MY WRITTEN OR ORAL CONSENT.

SIGNED \_\_\_\_\_

BUYER HEREBY ACKNOWLEDGES RECEIPT OF MERCHANDISE AND SERVICES SET FORTH HEREIN AND A COPY OF THIS SALES TICKET. I AUTHORIZE THIS CHARGE TO MY ACCOUNT.

X \_\_\_\_\_

WORK COMPLETED BY: \_\_\_\_\_

THERESA O'CONNOR

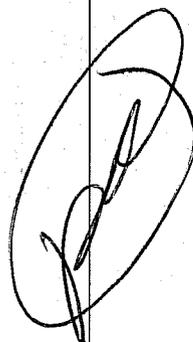
MODEL 87 TEMPO  
 MLG/LIC# MLG LIC  
 PHONE FM - -

INVOICE NO.

LOC 08 CS  
 ORDER # 1  
 11:54 A.

\*\*\*WORK ORDER - PICK SLIP\*\*\*

UR. ORD. NO.	INVOICE DATE	TERMS	CUSTOMER NO.	SHIP VIA					
	11/18/87	CASH	000000						
AN. ORD./SHIP	PRODUCT NO.	DESCRIPTION	UNIT PRICE	F.E.T.	EXTE				
2.0	13625	MICHELIN 185-70R14 MXL 70 BLK TELS	75.750		1				
2.0	BALL	COMPUTERIZED HIGH SPEED SPIN BALANCE	5.000						
1.0	LAB	SERVICE LABOR TOW CHARGE	27.000						
		UNITS= 5.0 WEIGHT= 0.00							
THANK YOU FOR YOUR BUSINESS MARK URBANDWICZ									
- ALSO NEEDS 2 TRIM RINGS (BEAUTY RINGS)									
IV. SUB-TOTAL	DISC.	AMT. DISC.	TOTAL F.E.T.	PARTS	LABOR	SALES TAX	MO. FINANCE RATE	ANNUAL FINANCE RATE	INVOICE
188.90					37.00	11.39			



# AXELROD TIRE, INC.

ROUTE 66 PORTLAND, CT 203-342-0102

633 LAKEWOOD RD., WATERBURY, CT 203-754-2156

NORTH FRONTAGE RD., NEW LONDON, CT 203-444-7944

948 NORTH COLONY RD., WALLINGFORD, CT 203-284

D TOWN LINE RD., ROCKY HILL, CT 203-721-0939

468 ORANGE AVENUE, WEST HAVEN, CT 203-934-345

33 WHITE STREET, DANBURY, CT 203-743-7648

411 NEW PARK AVENUE, WEST HARTFORD, CT 203-2

A.D. TIRE, 667 WARWICK AVENUE, WARWICK, RI 401-467-6355

I hereby authorize the repair work below to be done along with the necessary material, and hereby grant you and/or your employees permission to operate the car, truck, or vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on car, truck or vehicle below to secure the amount of repairs thereto. NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT, OR ANY OTHER CAUSE BEYOND OUR CONTROL.

WORK AUTHORIZED BY: X \_\_\_\_\_ TIME PROMISED \_\_\_\_\_

### WAIVER OF ADVANCE ESTIMATE

I VOLUNTARILY REQUEST THAT REPAIRS BE PERFORMED ON THIS VEHICLE WITHOUT AN ADVANCE ESTIMATE OF THEIR COST. BY SIGNING THIS FORM, I AUTHORIZE REASONABLE AND NECESSARY REPAIRS AT THE SHOP'S COST TO REMEDY THE PROBLEMS COMPLAINED OF. THE REPAIR SHOP MAY CHARGE UP TO A MAXIMUM OF \$ \_\_\_\_\_. THE REPAIR SHOP MAY EXCEED THIS AMOUNT WITHOUT MY WRITTEN OR ORAL CONSENT.

SIGNED \_\_\_\_\_

BUYER HEREBY ACKNOWLEDGES RECEIPT OF MERCHANDISE AND SERVICES SET FORTH HEREIN AND A COPY OF THIS SALES TICKET. I AUTHORIZE THIS CHARGE TO MY ACCOUNT.

X \_\_\_\_\_

WORK COMPLETED BY: \_\_\_\_\_

THERESA O'CONNOR

INVOICE NO.
14380

LOC 08 CS  
ORDER # 11139 A

OUR ORD. NO.	INVOICE DATE	TERMS	CUSTOMER NO.	SHIP VIA	EXT.				
	11/23/87	CASH	000000						
AN. ORD./SHIP	PRODUCT NO.	DESCRIPTION	UNIT PRICE	F.E.T.	EXT.				
1.0	FEAL	FRONT END ALIGNMENT  UNITS= 1.0 WEIGHT= 0.00  THANK YOU FOR YOUR BUSINESS MARK URBANOWICZ	14.950						
IV. SUB-TOTAL	DISC.	AMT. DISC.	TOTAL F.E.T.	PARTS	LABOR	SALES TAX	MO. FINANCE RATE	ANNUAL FINANCE RATE	INVOICE
14.95					14.95				

DEC. 8, 1987

City Clerks Office  
155 Deer Hill Ave.  
Danbury, Ct. 06810

Attn: Common Council

Subject: Personal Property Damage Claim

This letter is being written to make a claim against the City of Danbury for damage caused to my property at 42 East Pembroke Road.

In late August, 1987, while I was out of town, East Pembroke Road was resurfaced in front of my home. Upon my return to Danbury in early September, 1987, I discovered that the repairs to the road resulted in large amounts of rain runoff being directed into my driveway and around both sides of the house. This runoff caused soil erosion under several stanchions which support my above ground pool.

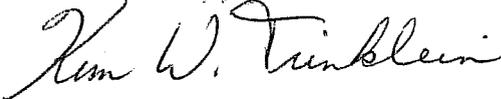
Repeated calls to the Highway Department finally convinced them that a repair to the road was necessary or serious damage to the pool would occur. In the interim, I drained the pool to prevent it from collapsing if further erosion occurred.

In late September, 1987, the road was repaired and runoff is no longer a problem.

The enclosed bill is the cost of the necessary repairs to ensure that the pool had an adequate foundation. Additionally, I would like the City to pay to have the pool refilled in the spring. I will make a claim when I have the job completed, however, I would like prior approval assuming the cost is consistent with rates in the area.

If you have any questions, please contact me at 743-1845 (home) or 796-5132 (work).

Sincerely,



Kim W. Trinklein



HIGHEST STANDARDS  
OF PROFESSIONAL SERVICE

JOHNSON - STEVENS - CURRAN

*Insurance - Real Estate*

PHONE: 743-2844

59 WEST STREET

DANBURY, CONNECTICUT 06810



EMIL J. CURRAN  
THOMAS E. STEVENS, JR.  
VIRGINIA A. BENTON

December 15, 1987

Thomas Fabiano, Risk Manager  
City of Danbury  
Deer Hill Ave.  
Danbury, CT 06810

Re: 33 Division Street

Dear Tom:

Please be advised that approximately one and a half months ago a fire truck struck a light pillar owned by Domenico Ferrante at 33 Division Street while fighting a fire at 38 George Street. Carmine Concel of 33 Division Street saw this happen.

Mr. Ferrante will look to the city to reimburse him for the repairs. Kindly turn this matter over to your insurance carrier.

Very truly yours,  
Johnson-Stevens-Curran

  
Emil Curran  
EC/cm

RECEIVED

DEC 16 87

OFFICE OF CITY CLERK

4:15 P.M.





*J*

# 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**

December 15, 1987

TO: Mrs. Betty Crugginton, City Clerk  
FROM: Mr. William J. Buckley, Supt. of Public Utilities  
RE: RESOLUTION - FACILITY PLAN UPDATE

\*\*\*\*\*

Please have the following resolution placed on the Common Council agenda for its January 1988 meeting. The resolution allows Mayor Sauer to apply for any Grants and/or loans which maybe available to the City of Danbury pertaining to the construction of its sewage treatment plant. The Grant and loan applications are consistent with the court stipulated judgement which the Council approved at its December meeting. You may recall that was on the agenda as Pac versus Danbury. Should there be any questions, do not hesitate to call me.

WJB:bds  
Enclosure  
cc: Mayor Joseph H. Sauer, Jr.  
Mr. Dominic Setaro  
Mr. Basil Friscia  
Mr. Jack Schweitzer  
Mr. Rick Gottschalk

DATE RECEIVED: \_\_\_\_\_  
(To Be Filled In By The DEP)

2

STATE PROJECT NO. CWF-103-P  
(To Be Filled In By The DEP)

STATE OF CONNECTICUT

DEPARTMENT OF ENVIRONMENTAL PROTECTION  
WATER COMPLIANCE UNIT

Application for Grant and Loan for Pollution Abatement Facilities pursuant to the provisions of Public Act 86-420 and the General Statutes of Connecticut, as amended.

REQUEST FOR STATE GRANT AND LOAN

GRANT REQUESTED \$ 14,000

LOAN REQUESTED \$ 56,000

LOCATION OF

PROJECT: City of Danbury, 155 Deer Hill Ave., Danbury, CT 06810  
(Legal Name of Applicant) (Address)

(Herein called "Applicant") hereby makes application to the State of Connecticut (Herein called the "State") for a Grant and Loan for:

XXX Planning

\_\_\_\_\_ Design

\_\_\_\_\_ Construction

Project Description: Facilities Plan Update

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2

STATE REVISED PROJECT COST ESTIMATE SUMMARY

1. GRANTEE City of Danbury | PROJECT NUMBER CWF-103-P

2. SUMMARY OF MAJOR CHANGES (if any) IN THE PROJECT SINCE GRANT/LOAN OFFER WAS ACCEPTED.

N/A

3. PROJECT COST ESTIMATE SUMMARY	TOTAL PROJECT COST	ELIGIBLE FOR LOAN PARTICIPATION	ELIGIBLE FOR GRANT PARTICIPATION
<b>A. CONSTRUCTION</b>			
Contract No.	\$	\$	\$
Contract No.			
Contract No.			
Later Contracts			
Equipment and Materials			
<b>SUB-TOTAL</b>	\$	\$	\$
<b>B. TECHNICAL SERVICES</b>	\$ 70,000 00		
<b>C. LEGAL AND FISCAL</b>			
<b>D. ADMINISTRATIVE</b>			
<b>E. CONTINGENCY</b>			
<b>F. OTHER (Specify)</b>			
<b>G. SITE</b>			
<b>TOTAL</b>	\$	\$	\$

4. WAGE DETERMINATION NO. AND EXPIRATION DATE

5. ATTACH THE FOLLOWING INFORMATION

- A. A detailed breakdown supporting the Cost Estimate Summary
- B. Tabulations of all bids received.
- C. Copies of the bid or bids the Grantee wishes to accept.
- D. Evidence of advertising.

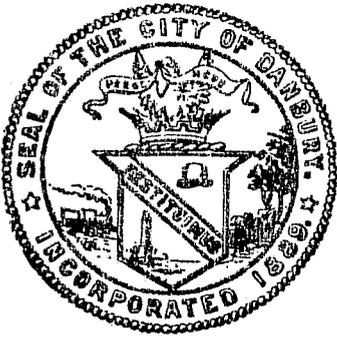
6. FUNDS AVAILABLE FOR CONSTRUCTION OF THE PROJECT	AMOUNT
A. CASH	\$
B. GRANT	
C. LOAN	
D. FEDERAL	
E. OTHER (Specify)	
<b>TOTAL</b>	\$

THE UNDERSIGNED REPRESENTATIVE OF THE GRANTEE CERTIFIES THAT THE INFORMATION CONTAINED ABOVE AND IN ANY ATTACHED STATEMENTS AND MATERIALS IN SUPPORT THEREOF IS TRUE AND CORRECT TO HIS/HER BEST KNOWLEDGE.

DATE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

NAME AND TITLE OF REPRESENTATIVE (Type or Print) Joseph H. Sauer Jr., Mayor



# RESOLUTION *J*

CITY OF DANBURY, STATE OF CONNECTICUT

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

**RESOLVED** by the Common Council of the City of Danbury:

THAT Joseph H. Sauer, Jr., Mayor of the City of Danbury, is hereby authorized to execute and file applications and agreements on behalf of the City of Danbury with the Commissioner of Environmental Protection for project grants and loans pursuant to the provisions of Public Act 86-420 and the provisions of the General Statutes of Connecticut, as amended, and to execute on behalf of the City of Danbury all the applications, instruments and documents and accept payments and do all other things that may be necessary for project grants and loans for: the Facilities Plan Update Project.



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

3

DEPARTMENT  
OF FINANCE

RISK MANAGER  
797-4619

November 25, 1987

Ms. Elizabeth Crudginton  
City Clerk  
155 Deer Hill Avenue  
Danbury, Connecticut 06810

Dear Betty:

The Common Council at the July 7, 1987 meeting authorized the Mayor to apply for part of the Municipal Liability Trust Fund in the amount of \$7,277, local match of \$809. These monies are being used for a Defensive Driving Training Course, sponsored by the Connecticut Safety Council. However, this resolution did not authorize the Mayor to enter into a contract with the Connecticut Safety Council as required by Danbury's code of ordinances (2.1).

I, therefore, petition the Common Council for approval of the enclosed resolution which will enable the Mayor to take such action.

Sincerely,

Thomas Fabiano, Jr.  
Risk Manager

TF/pk

Enclosure

C: Eric L. Gottschalk, Assistant Corporation Counsel  
Dominic A. Setaro, Jr., Acting Director of Finance

Application for Status as a DDC Sub-Agency

3

Name of Sub-Agency \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Name of Official Representative \_\_\_\_\_

Telephone \_\_\_\_\_

**I. APPROVED DDC TRAINING RESPONSIBILITY**

We desire to be listed as a Defensive Driving Course Sub-Agency operating under the Authority of the Connecticut Safety Council (CSC) in order to present the National Safety Council (NSC) Defensive Driving Course (DDC) to:  
(list area(s))

**II. STANDARDIZATION**

We understand the necessity for standardization of teaching methods and techniques in a nationwide training program of this kind. Therefore, although we shall present such training in our own behalf and not as an agent of the NSC or the CSC, we hereby agree to teach NSC Defensive Driving Course(s) in strict accordance with the appropriate current Instructor's Manual(s) and to follow the Manual of Rules and Procedures as it may be amended from time to time by NSC.

**III. MATERIALS**

We agree to use all materials prescribed by the then current Instructor's Manual(s) for our Defensive Driving Courses. The materials shall be purchased through the CSC. We agree to inspections under NSC or CSC auspices, as may be undertaken from time to time.

**IV. INSTRUCTORS**

We agree to enlist only currently registered NSC-certified instructors to teach Defensive Driving Course(s), and we understand that individuals who wish to be certified as instructors must complete a DDC Instructor Development Course(s) and teach at least two Defensive Driving Courses on a probationary basis.

Our instructors will take the Instructors Development Course(s) from the CSC or its designee.

V. SUPERVISION

We agree to supervise the presentation of all Defensive Driving Course(s), to ensure quality of instruction, fidelity to course content, and the presentation of certificates to individuals completing the course. Monthly training reports will be submitted to CSC.

We agree and acknowledge that the Defensive Driving Course is the exclusive property of the NSC and that we obtain no right or interest in it by becoming or acting as a Training Sub-Agency except as specifically granted by the CSC.

VI. LEASE

We understand and agree that the leasing of the appropriate DDC film set(s) is for the sole purpose of teaching the prescribed NSC course(s) and that the films remain the sole property of the NSC. Films must be renewed annually with the CSC in order to maintain status as a sub-agency.

VII. DEFENSIVE DRIVING LEAGUE

We understand that the Defensive Driving League is an integral part of Defensive Driving Courses and will encourage DDC graduates to participate in this optional program.

VIII. TERMINATION

A. Subject to applicable law, we understand that termination may be undertaken by CSC for any of the following reasons:

1. We fail to teach or cause the Course(s) to be taught in a manner inconsistent with the terms set forth in this application.
2. We or a principal of our sub-agency are convicted in a court of a criminal offense.
3. We fall delinquent in our payments to the CSC. Training agencies fall delinquent when they fail to pay invoice after 30 days from date of invoice.
4. We file or suffer the filing of a voluntary bankruptcy petition which is not dismissed within thirty (30) days after filing.

5. We default under this Application and such default materially impairs the reputation of the NSC, CSC or the Course(s) as determined by the NSC or CSC, and we have received not less than three (3) days written notice of such default.

B. We understand that CSC may for good cause take one or more of the measures set forth as follows after providing us with thirty (30) days prior written notice:

- 1. Terminate our sub-agency agreement.
- 2. Reduce the size of our sub-agency approved area.
- 3. Reduce the size of our sub-agency's approved area in such manner as it may deem appropriate.

Good cause shall include, but shall not be limited to, our failure to comply with any term or condition of this application provided we fail to correct such noncompliance within the thirty (30) day notice period.

IX. POST-TERM OBLIGATIONS AND RIGHTS

Upon the termination of Sub-Agency's rights to teach the Course(s) pursuant to this application, we understand that:

- A. We shall immediately cease teaching the Course(s) provided, however, that we shall be permitted to conclude any Course(s) then in progress;
- B. We shall not thereafter directly or indirectly represent to the public that we are authorized to teach the Course(s);
- C. We shall immediately cease to use, directly or indirectly, in advertising or in any other manner whatsoever, the Logos, symbols, and other identifying characteristics or indicia of the Course(s), and we shall not thereafter use any name or symbols to teach or cause to be taught a driver safety course similar or likely to be confused with that of the NSC;
- D. We shall promptly return to the NSC, at our expense and without copying or extraction, the set of films, workbooks, and all films and advertising and promotional materials which the NSC provided to us during the terms of this agreement granted herein; provided, however, that, if we have otherwise paid all sums owing to the CSC, the NSC shall refund a pro-rated amount of any film rental fee paid by us to the CSC for any period subsequent to termination and pay to us an amount equal

to the amount acutally paid by us for any of the then current unused student workbooks returned to NSC, if such workbooks are in as good a condition as they were on the date they were originally delivered to the us.

- E. We shall promptly pay all sums owing to the CSC including, in the event of termination for any breach, all actual and consequential damages, and costs and expenses (including legal and accounting fees and expenses) incurred by the CSC on account of such breach.
- F. The CSC reserves the right to assume our obligations.

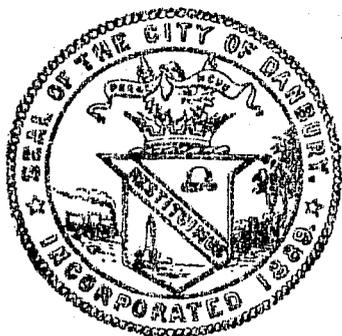
X. OTHER CONDITIONS

- A. We understand that the CSC may continue to offer and teach DDC courses in our service area.
- B. We understand that this agreement does not give us the authority to establish another sub-agency to teach DDC courses.
- C. We understand that we must submit the names of all the students trained in the Defensive Driving Course(s) by us to the CSC. We further understand that we must pay a fee of seven dollars (\$7.00) per student to the CSC. We understand that this fee represents CSC's administrative costs and that the list of student names and fees submitted to CSC must be made within thirty (30) days.
- D. We agree to pay the National Safety Council's (NSC's) annual recertification fee for each NSC certified instructor at a cost to us of twenty-five dollars (\$25.00) per instructor.

XI. ACCEPTANCE

It is understood that we will not become a DDC Training Sub-Agency until we are notified in writing of this by the Connecticut Safety Council, and that Training Sub-Agency status expires and must be renewed annually. "Subject to applicable law, renewal shall be available provided that we are not then in default hereunder, that none of the events described in Section VIII have occurred, and that, at the request of the Connecticut Safety Council, we execute the form of agreement then being used by NSC in granting or renewing a Training Sub-Agency status."

Date	Signature of Applicant	Title
Accepted by		
Date	Signature	Title



## RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

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

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the National Safety Council has developed program materials and techniques to be used in conjunction with the National Safety Council defensive driving course; and

WHEREAS, the Connecticut Safety Council is authorized to contract with subagencies participating in the program in order to ensure the standardization of teaching methods and techniques; and

WHEREAS, the City of Danbury has made application for State grant assistance to enable it to conduct such a defensive driver training course for employees and officials of the City of Danbury;

NOW, THEREFORE, BE IT RESOLVED THAT Mayor Joseph H. Sauer, Jr. be and hereby is authorized to execute an agreement between the City of Danbury and the Connecticut Safety Council in a form substantially similar to that attached hereto; and

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



**CITY OF DANBURY**

**OFFICE OF THE MAYOR**

**DANBURY, CONNECTICUT 06810**

JOSEPH H. SAUER, Jr.  
MAYOR

December 21, 1987

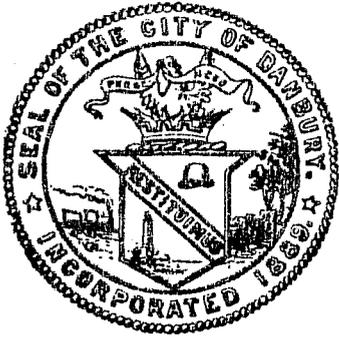
Dear Council members,

I respectfully request that you consider the attached resolution and give it favorable consideration at the earliest possible date.

It represents the beginning of the city's participation in a three-phase, regional recycling program.

Sincerely yours,

Joseph H. Sauer, Jr.



# RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

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

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, recycling is an environmentally sound method of reducing the amount of municipal solid waste to be disposed of; and

WHEREAS, the State Department of Environmental Protection will provide a grant of up to \$25,000 to develop information which will help in the formation of a regional grouping of sufficient size to support an intermediate processing center (IPC) for recycling; and

WHEREAS, the Housatonic Resources Recovery Authority has stated its intent to apply for a DEP grant to begin the study of the recycling needs of the municipalities in the HVCEO region;

NOW, THEREFORE, BE IT RESOLVED THAT the Common Council of the City of Danbury authorizes the HRRA to represent the City of Danbury in making an application to the Commissioner of Environmental Protection for a grant to undertake a feasibility study for a regional recycling facility, agrees to cooperate in the study by providing data to the Authority on the existing local municipal solid waste collection and disposal system, and agrees to evaluate proposals made for municipal participation in recycling activities.



5

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

Robert T. Resha  
CORPORATION COUNSEL  
ERIC L. GOTTSCHALK  
LASZLO L. PINTER  
SANDRA V. LEHENY

PLEASE REPLY TO:

ASSISTANT CORPORATION  
COUNSEL

DANBURY, CT 06810

December 15, 1987

Hon. Joseph H. Sauer, Jr.  
Hon. Members of the Common Council  
City of Danbury  
Danbury, Connecticut

Dear Mayor and Council Members:

As you are aware, at the December 1, 1987 Common Council meeting this Council approved a lease at 109 Main Street for the operation of a shelter for the homeless. It is necessary and desirable for the City of Danbury to enter into an agreement with the Salvation Army similar to that in existence for the shelter at 111-113 Main Street so that such shelter at 109 Main Street be properly maintained and supervised.

It is also desirable that grant funding be obtained from the State of Connecticut for purposes of necessary renovations to said leased property at 109 Main Street.

For the above purposes, you will find attached proposed resolutions and a proposed contractual arrangement between the City of Danbury and the Salvation Army for the operation and funding of the shelter at 109 Main Street. The approval of these resolutions and agreement would authorize funding as well as permit the Salvation Army to operate said shelter.

In the event that the Council has any questions regarding these matters, please do not hesitate to contact me.

Sincerely yours,

Robert T. Resha  
Corporation Counsel

RTR:cr

Attachments:



5

NOW, THEREFORE, for One Dollar and other valuable consideration, the CITY and the CONTRACTOR do mutually agree as follows:

1. The CONTRACTOR shall, in a satisfactory and proper manner as determined by CITY, perform all services required to maintain and operate said Shelter for the Homeless as to and within the leased premises located at 109 Main Street in Danbury, Connecticut.

2. The premises described herein shall be continuously used and maintained as and for a shelter for homeless persons, in accordance with the terms of a lease agreement between the CITY and MAE RIEFBERG which lease is dated December 15, 1987 and which lease is recorded in the Office of the Town Clerk of the City of Danbury.

3. The CONTRACTOR shall render said services from December 15, 1987 through December 14, 1989 or to the termination of any additional lease option periods which may be agreed to by the parties to said lease agreement. Said rendering of services is further subject to the continued use of the premises by the CITY as a shelter for the homeless. In the event said lease is extended beyond December 14, 1989, and the CITY continues to utilize the premises as a shelter for the homeless, the parties hereto shall continue to adhere to this Agreement.

4. The CONTRACTOR shall maintain such records and accounts, including property, personnel, fiscal books and records, cancelled checks, drafts and orders as are deemed necessary by CITY and by the State of Connecticut Department of Human Resources, to assure a proper accounting for all project funds and in-kind services and contributions. CONTRACTOR shall,

5

in addition, provide any statements of expenditures or other financial documentation at such times and in such manner as may be required by the Connecticut Department of Human Resources. A copy of any such financial documentation shall be provided to the CITY at the time it is provided to the State.

5. The CONTRACTOR shall, in addition, comply with all requirements, rules and regulations imposed by the Connecticut Department of Human Resources and/or any other governmental regulatory or financing authority, requirements by executive order or by other policy as regards the shelter program.

6. The CITY shall provide funds for payment of all expenses for the lease of said property, including renovations thereto. The CONTRACTOR shall provide all funding for the operation and conduct of the shelter on a day-to-day basis. The CONTRACTOR shall advise the CITY of its intent to deviate from said separation of financing of said shelter and will advise the CITY in advance of any proposed or intended. The CITY shall not be liable for any cost or expense in addition to that agreed to herein unless specifically agreed to by the parties in advance in writing.

7. The CONTRACTOR agrees and warrants that in the performance of this Contract it will not discriminate or permit discrimination against any person or group of persons on the ground of race, color, or religion, sex or national origin in any manner prohibited by the laws of the United States or the State of Connecticut, and further agrees to provide the Connecticut Department of Human Resources information concerning the employment practices and procedures of the CONTRACTOR as related to the provisions of this section.

8. In the composition of its governing Board, the CONTRACTOR shall not discriminate nor permit discrimination against any person or groups of persons on the ground of race, color, religion, sex or national origin.

9. The CONTRACTOR shall indemnify, hold harmless and defend the CITY from and against any and all liabilities, losses, claims, penalties, fines, forfeitures, suits and costs and expenses incident thereto (including all reasonable attorney's fees) which may be alleged against the CITY or which the CITY may incur, become responsible for, or pay out as a result of the negligent act or omission of CONTRACTOR, its employees or agents.

10. CONTRACTOR is and shall perform this Agreement as an independent contractor and, as such, shall have and maintain complete control over all of its employees, volunteers and operations. Neither CONTRACTOR nor anyone employed by it or providing volunteer services to it shall represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the CITY.

11. Neither this Agreement nor any rights or obligations of CONTRACTOR hereunder shall be assigned by CONTRACTOR, nor may CONTRACTOR subcontract any of its obligations hereunder without the prior written consent of CITY.

12. Any waiver by either party of any provisions or conditions of this Agreement shall not be construed or decreed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver be expressed in writing by the party to be bound.

13. No modification of this Agreement shall be binding on either party unless stated in writing and signed by both parties.

5

14. This Agreement shall be interpreted in accordance with the laws of the State of Connecticut.

15. If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements or stipulations of this Contract, the CITY shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date hereof, at least ninety (90) days before the effective date of such termination.

16. It is the intention and the Agreement of the parties hereto that all legal provisions of law required to be inserted herein shall be and are inserted herein. However, if by mistake or otherwise, some such provisions are not herein inserted, or are not inserted in proper form, then on the application of either party, the Agreement shall be amended so as to strictly comply with the law and without prejudice to the rights of either party hereunder.

17. All unlawful provisions shall be deemed stricken from this Agreement and shall be of no effect. On the application of either party the unlawful part shall be considered stricken without affecting the binding force and the remainder of the Contract.

18. CONTRACTOR agrees that CITY, its servants and agents, including representatives of its insurance company or companies carrying insurance on the building being leased shall have the right to enter upon the said premises at any time for repairs to building or equipment or in an emergency or to take preventive measures to protect and preserve the premises. CITY need not give CONTRACTOR notice of entry.

5

INSURANCE

19. During and for the term of this Agreement, CITY shall provide at its own expense, liability insurance covering bodily injury and property damage with regard to the subject premises in amounts stipulated under the general insurance policies of the CITY.

20. CONTRACTOR shall, during and for the term of this Agreement, provide its own liability insurance coverage indicating the Salvation Army as insured. Said insurance shall cover bodily injury and property damage in the minimum amount of One Million Dollars (\$1,000,000) or the maximum coverage provided in CONTRACTOR'S master insurance policy, whichever is greater. Said amount shall be sufficient unless and until CITY notifies CONTRACTOR in writing of any further adjustment.

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

Signed, sealed and delivered  
in the presence of:

CITY OF DANBURY

\_\_\_\_\_  
\_\_\_\_\_

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

SALVATION ARMY

\_\_\_\_\_  
\_\_\_\_\_

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

5

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

On this the \_\_\_\_\_ day of \_\_\_\_\_, 198 , before me, Laszlo L. Pinter, the undersigned officer, personally appeared Joseph H. Sauer, Jr. who acknowledged himself to be the Mayor of the City of Danbury, a municipal corporation, and that he as such Mayor being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Mayor.

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

\_\_\_\_\_  
Laszlo L. Pinter  
Commissioner of the Superior Court

STATE OF NEW YORK )  
 ) ss. \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ )

On this the \_\_\_\_\_, 198 , before me, \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of the Salvation Army, a non-profit corporation, and that he as such \_\_\_\_\_ 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.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_.

(Affix Notarial Seal)

5

DHR GUIDE FORM FOR DELEGATE AGENCY/SUBCONTRACTOR RESOLUTION

MINUTES OF A MEETING OF  
THE BOARD OF DIRECTORS OF:

Board of Trustees

**THE SALVATION ARMY,**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Board of Trustees...

A meeting of the Board of Directors of the aforesaid Corporation was held at its office on 10-21 1986, a Majority of the Directors being present and voting.

On motion duly made and seconded, the following Resolution was adopted:

RESOLVED: That Stanley E. Ditmer Wallace C. Conrath be duly authorized in (his) (her) capacity as Vice President of the Corporation to execute on agreement in behalf of \_\_\_\_\_

THE SALVATION ARMY, (Name of Corporation) for the purpose of serving as a Delegate

Agency/Subcontractor and as such, agreeing to be bound by the requirements of the Department of Human Resources which bind the Local Agency.

Dated this 5th day of December, 1986.

(SEAL)



Secretary or Clerk  
By Thomas V. Mack, Secretary

**RESOLUTION**

**CITY OF DANBURY, STATE OF CONNECTICUT**

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



**RESOLVED** by the Common Council of the City of Danbury:

WHEREAS, the State of Connecticut, acting through its Department of Human Resources, and pursuant to Connecticut General Statutes Section 8-210a has made grants-in-aid available to municipalities; and

WHEREAS, said grants-in-aid are available for capital development of emergency shelters for the homeless; and

WHEREAS, the provisions of said grant-in-aid program further provide that the municipality agree to a lien on the completed facility equal to the total amount of the grant; and

WHEREAS, said grant-in-aid funding is necessary and desirable for the purpose of effectuating certain renovations to the leased premises located at 109 Main Street for the maintenance of a shelter for the homeless;

NOW, THEREFORE, BE IT RESOLVED THAT Mayor Joseph H. Sauer Jr. be and hereby is authorized to apply for said grants-in-aid and to take any additional action necessary to accomplish the purposes thereof.



# RESOLUTION

5

CITY OF DANBURY, STATE OF CONNECTICUT

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

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the City of Danbury is desirous of operating a shelter for the homeless at 109 Main Street; and

WHEREAS, a lease for the use of 109 Main Street for said purpose was authorized by this Council on December 1, 1987; and

WHEREAS, the City of Danbury must make arrangements with the Salvation Army for the provision of emergency space and services to the homeless and for the operation and conduct of said shelter for the homeless;

NOW, THEREFORE, BE IT RESOLVED THAT Mayor Joseph H. Sauer, Jr. be and hereby is authorized to enter into an agreement between the City of Danbury and the Salvation Army for the operation of a shelter for the homeless at 109 Main Street; and

BE IT FURTHER RESOLVED THAT Mayor Joseph H. Sauer, Jr. be and hereby is authorized to take any additional action which may be necessary to accomplish the purpose thereof.

received  
12/28/87

6

December 28, 1987

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

Honorable Mayor:

We have been advised by the Federal Aviation Administration that they would like to construct and mark taxiway "E", the General Aviation apron, inner taxiway "A" and survey runway 8.

I am enclosing a copy of the previous resolution dated January 26, 1987 and the new resolution dated December 28, 1987.

If you have any questions concerning this request, please feel free to contact me.

Sincerely,



Paul D. Estefan  
Airport Administrator

Enclosures  
Disk4/Sauer3

6

RESOLUTION

JANUARY 26, 1987

WHEREAS, The Federal Aviation Administration of the United States Department of Transportation and the Bureau of Aeronautics of the Connecticut Department of Transportation make funds available through the Airport Improvement Act of 1982; and

WHEREAS, the City of Danbury intends to construct a paved Public Aircraft Parking Apron (650' X 120') and (35' X 360') stub taxiway to taxiway Alpha("A"), this project will improve the safety and efficiency of Airport Operations.

WHEREAS, the City of Danbury will make application for a Federal and State grant in an amount not to exceed \$685,000.00 with a local match of two and one half (2 1/2 %) percent equaling an amount not to exceed \$17,125.00.

NOW, THEREFORE, BE IT RESOLVED THAT THE MAYOR of the City of Danbury, James E. Dyer, is hereby authorized to make application for said grant, and that any and all additional acts necessary to effectuate said program be and hereby are authorized.

# RESOLUTION

7

CITY OF DANBURY, STATE OF CONNECTICUT

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

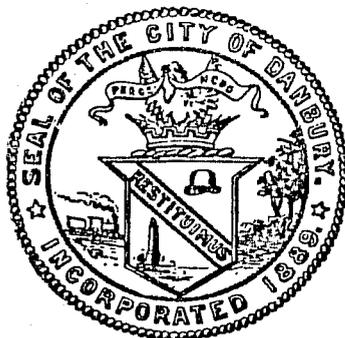
RESOLVED by the Common Council of the City of Danbury:

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

WHEREAS, The Danbury Department of Elderly Services has processed a grant application for Interweave, the Danbury Adult Center located at 198 Main Street, Danbury, Connecticut for the period from 1/4/88 to 12/31/88 in order that essential programs for the elderly may be continued; and

WHEREAS, funds have been approved by the Western Connecticut Area Agency on Aging, Inc., in an amount not to exceed \$28,000. with a local cash match of \$22,735. and an in kind services match of \$5,265., which matching funds have already been appropriated by the City of Danbury;

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





# RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

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

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, The United Way of Northern Fairfield County may make grant funds available to the City of Danbury acting through its Department of Elderly Services for the purpose of funding the position of Alzheimer's Aid at the Danbury Adult Day Care Center and

WHEREAS, The Danbury Department of Elderly Services has processed a grant application covering the period from January 4, 1988 to December 31, 1988 in order that salary and fringe benefits may be provided for said position thereby assuring the continuation of services for victims of Alzheimer's Disease;

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

# ROBINSON & COLE

## LAW OFFICES

ONE COMMERCIAL PLAZA  
HARTFORD, CONNECTICUT 06103-3597  
203-275-8200

FINANCIAL CENTRE  
POST OFFICE BOX 10305  
STAMFORD, CONNECTICUT 06904-2305  
203-964-1200

TELECOPIER HARTFORD 203-275-8299  
TELECOPIER STAMFORD 203-359-8576  
TELEX BOTH OFFICES 99-4407

PLEASE REPLY TO HARTFORD

December 24, 1987

Mr. Dominic Setaro  
Director of Finance/Comptroller  
City of Danbury  
City Hall  
155 Deer Hill Avenue  
Danbury, CT 06810

Re: Resolution With Respect To The Issue And Sale  
Of \$8,250,000 City Of Danbury General  
Obligation Bonds

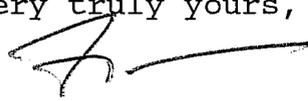
Dear Dom:

Enclosed please find the captioned resolution to be adopted by the Common Council on January 5, 1988.

The resolution establishes the principal amount and maturity schedule of the bonds proposed to be sold and, in addition, approves the form of and authorizes the Mayor and Treasurer to execute the Letter of Representations, attached thereto as Exhibit A, which is required for book-entry bonds, and the form of Tax Regulatory Agreement, attached thereto as Exhibit B, which is required under the terms of the Tax Reform Act of 1986.

If you should have any questions concerning the enclosures, please let me know.

Very truly yours,

  
S. Frank D'Ercole

SFD:epm  
Enclosure

RESOLUTION WITH RESPECT TO THE ISSUE AND SALE  
OF \$8,250,000 CITY OF DANBURY GENERAL  
OBLIGATION BONDS

Section 1. \$400,000 of the \$4,560,000 unissued balance of the \$7,000,000 bonds of the City authorized to be issued pursuant to an ordinance entitled "An Ordinance Authorizing The Issuance Of \$7,000,000 Serial Bonds To Finance The Additional Cost Of Improving The Sanitary Sewerage System Of The City of Danbury, By Means Of Constructing Lateral Sewer Lines And Authorizing The Issuance Of Bond Anticipation Notes In Anticipation Of The Issuance Of Such Bonds, The Cost Of Such Improvements To Be Paid For Solely By Benefitted Property Owners And/Or Federal Or State Grants", adopted by the Common Council on April 20, 1977 and approved by the electors on May 25, 1977 (the "1977 Ordinance"), shall be dated February 1, 1988, mature \$30,000 on February 1 in each of the years 1989-1993, both inclusive, and \$25,000 on February 1 in each of the years 1994-2003, both inclusive, be issued in fully registered form in the denomination of \$1,000 or a whole multiple thereof, be executed in the name of the City by the facsimile signatures of the Mayor, City Clerk and City Treasurer and bear the facsimile seal of the City and pursuant to Section 5 of the 1977 Ordinance shall bear the pledge of the City's full faith and credit for the payment of the principal thereof and interest thereon provided, however, that any general funds of the City advanced to pay such principal and interest shall be reimbursed from sewer assessments levied against benefitted property owners and from user charges, to the extent such sewer improvements may be included in the sewer system operating costs as provided in Section 7-8 of the Revised Charter of the City of Danbury, Connecticut approved by the electors of the City on November 8, 1977.

Section 2. \$1,500,000 of the \$2,765,000 unissued balance of the \$7,725,000 bonds of the City authorized to be issued pursuant to an ordinance entitled "An Ordinance Making Appropriations For Various Public Improvements Aggregating \$7,725,000 And Authorizing The Issuance Of \$7,725,000 Bonds Of The City To Meet Said Appropriations And Pending The Issue Thereof The Making Of Temporary Borrowings For Such Purpose", adopted by the Common Council on August 25, 1983, and approved by the electors on November 8, 1983, shall be dated February 1, 1988, and mature \$85,000 on February 1 in each of the years 1989-2000, both inclusive, and \$80,000 on February 1 in each of the years 2001-2006, both inclusive.

Section 3. \$6,350,000 of the \$6,610,000 bonds of the City authorized to be issued pursuant to an ordinance entitled "An Ordinance Appropriating \$6,610,000 For Code Compliance Work In Various Schools And Authorizing The Issuance Of \$6,610,000 Bonds

Of The City To Meet Said Appropriation And Pending The Issue Thereof The Making Of Temporary Borrowings For Such Purpose", adopted by the Common Council on August 27, 1984, and approved by the electors on November 6, 1984, shall be dated February 1, 1988, and mature \$335,000 on February 1 in each of the years 1989-2006, both inclusive, and \$300,000 on February 1, 2007.

Section 4. Said \$400,000, \$1,500,000 and \$6,350,000 bonds referred to in Sections 1-3, inclusive, shall be combined into and issued and sold forthwith by the Mayor and Treasurer as a single issue of \$8,250,000 City of Danbury General Obligation Bonds bearing an original issue date of February 1, 1988, maturing in combination, \$450,000 on February 1, in each of the years 1989-1993, both inclusive, \$445,000 on February 1 in each of the years 1994-2000, both inclusive, \$440,000 on February 1 in each of the years 2001-2003, both inclusive, \$415,000 on February 1 in each of the years 2004-2006, both inclusive, and \$320,000 on February 1, 2007, (the "Bonds"). The Bonds shall be sold at public sale upon sealed proposals at not less than par and accrued interest on the basis of the lowest net interest cost to the City and the Mayor and Treasurer are hereby authorized to accept on behalf of the Common Council the proposal which shall result in the lowest net interest cost to the City for the Bonds and the Bonds shall bear such rate or rates of interest as shall be thereby determined.

Section 5. (a) \$400,000 of the Bonds are determined to be issued for Sewer purposes and shall be includible in the City's aggregate indebtedness for purposes of the City's statutory limitation on indebtedness under Section 7-374 of the General Statutes of Connecticut as debt for Sewer projects.

(b) \$1,500,000 of the Bonds are determined to be issued for General Public Improvement purposes and shall be includible in the City's aggregate indebtedness for purposes of the City's statutory limitation on indebtedness under Section 7-374 of the General Statutes of Connecticut as debt for General Public Improvement projects.

(c) \$6,350,000 of the Bonds are determined to be issued for School purposes and shall be includible in the City's aggregate indebtedness for purposes of the City's statutory limitation on indebtedness under Section 7-374 of the General Statutes of Connecticut as debt for School projects.

Section 6. The Connecticut National Bank of Hartford, Connecticut, is hereby appointed as Paying Agent and Certifying Bank with respect to the Bonds.

Section 7. The Bonds shall be issued as book-entry bonds in accordance with the terms and provisions set forth in the Letter of Representations from the City of Danbury to The Depository Trust Company, attached hereto as Exhibit A, which letter is hereby approved, and the Mayor is hereby authorized to execute

9

and deliver such letter on behalf of the City with such changes, insertions and deletions as he shall deem necessary and appropriate.

Section 8. The form of Tax Regulatory Agreement, attached hereto as Exhibit B, is approved, and the Mayor and Treasurer are hereby authorized to execute and deliver such agreement on behalf of the City with such changes, insertions and deletions as they shall deem necessary and appropriate, and to rebate to the Federal Government such amounts as may be required pursuant to the Tax Regulatory Agreement for the purpose of complying with the requirements of the Internal Revenue Code of 1986, as amended.

EXHIBIT A

CITY OF DANBURY, CONNECTICUT  
Issuer

THE CONNECTICUT NATIONAL BANK  
Paying Agent

January \_\_, 1988

The Depository Trust Company  
7 Hanover Square  
New York, NY 10004

Attention: General Counsel's Office

Re: City of Danbury, Connecticut  
\$8,250,000 General Obligation Bonds

Gentlemen:

The purpose of this letter is to set out certain matters relating to the issuance by the City of Danbury (the "Issuer") of \$8,250,000 in aggregate principal amount of its General Obligation Bonds (the "Bonds"). The Connecticut National Bank (the "Agent") is acting as Paying Agent of the Issuer with respect to the Bonds pursuant to certain bond resolutions authorizing the issuance of the Bonds (the "Documents"). \_\_\_\_\_ (the "Underwriter") is distributing the Bonds through The Depository Trust Company ("DTC").

To induce DTC to accept the Bonds as eligible for deposit at DTC and act in accordance with its rules with respect to the Bonds, the Issuer and the Agent make the following representations to DTC:

1. Subsequent to closing on the Bonds on February 17, 1988, the Issuer will cause the Underwriter to deposit with DTC one Bond certificate in registered form registered in the name of DTC's nominee, CEDE & CO.,

for each stated maturity of the Bonds in the face amounts set forth on Schedules A-1, A-2 and A-3, hereto, the total of which represents 100% of the principal amount of such Bonds.

- 2. In the event of any solicitation of consents from and voting by holders of the Bonds, the Issuer or Agent shall establish a record date for such purposes and give DTC notice of such record date not less than 15 calendar days in advance of such record date to the extent possible.
- 3. In the event of a redemption or any other early withdrawal resulting in retirement of all Bonds outstanding or a reduction in aggregate principal amount of Bonds outstanding ("full or partial redemption") or an advance refunding of all or part of the Bonds outstanding, the Issuer or Agent shall give DTC notice of such event not less than 30 days nor more than 60 days prior to the redemption date or, in the case of an advance refunding, the date the proceeds are deposited in escrow.
- 4. In the event of a partial redemption or an advance refunding of part of the Bonds outstanding, the Issuer or Agent shall send DTC a notice specifying: 1) the amount of the redemption or refunding; 2) in the case of a refunding, the maturity date(s) established under the refunding; and 3) the date such notice is to be mailed to Bondowners or published ("Publication Date"). Such notice shall be sent to DTC by a secure means (e.g., legible facsimile transmission, registered or certified mail, overnight express delivery) in a timely manner designed to assure that such notice is in DTC's possession no later than the close of business on the business day before the Publication Date. The Issuer or Agent will forward such notice either in a separate secure transmission for each CUSIP number or in a secure transmission for multiple CUSIP numbers which includes a manifest or list of each CUSIP submitted in that transmission. (The Issuer or Agent sending such notice shall have a method to verify subsequently the use of such means and timeliness of the notice.) In the event of a partial redemption, the Publication Date shall not be less than 30 days nor more than 60 days prior to the redemption date.
- 5. In the event of an invitation to tender the Bonds, notice to Bondowners by the Issuer or Agent specifying the terms of the tender and the date such notice is to be mailed to Bondholders or published ("Publication Date") shall be sent to DTC by a secure means (e.g., legible facsimile transmission, registered or certified mail, overnight express delivery) in a timely manner

designed to assure that such notice is in DTC's possession no later than the close of business on the business day before the Publication Date. (The Issuer or Agent sending such notice shall have a method to verify subsequently the use of such means and timeliness of the notice.)

- 6. All notices and payments addressed to DTC shall contain the CUSIP number of the Bonds.
- 7. Notices to DTC by facsimile transmission shall be sent to DTC's Call Notification Department at (516) 227-4039 or (516) 227-4190. Notices to DTC by mail or any other means shall be sent to:

Municipal Reorganization Manager  
 Call Notification Department  
 The Depository Trust Company  
 711 Stewart Avenue  
 Garden City, NY 11530

- 8. Interest payments shall be received by CEDE & CO., as nominee of DTC, or its registered assigns in next-day funds on each payment date (or the equivalent in accordance with existing arrangements between the Issuer or Agent and DTC). Such payments shall be made payable to the order of "CEDE & CO."
- 9. Payments of principal shall be received by CEDE & CO., as nominee of DTC, or its registered assigns in next-day funds on each payment date. Principal payments shall be made payable to the order of "CEDE & CO.," and shall be addressed as follows:

Muni Redemption Department  
 The Depository Trust Company  
 55 Water Street - 23rd Floor  
 New York, NY 10041  
 Attention: Collection Supervisor

- 10. DTC may direct the Issuer or Agent to use any other telephone number for facsimile transmission, address, or department of DTC as the number, address, or department to which payments of interest or principal or notice may be sent.
- 11. In the event of a redemption, acceleration, or any other early withdrawal (e.g., tenders made and accepted in response to the invitation of the Issuer or Agent) necessitating a reduction in aggregate principal amount of Bonds outstanding or an advance refunding of part of the Bonds outstanding, DTC, in its discretion, (a) may request the Issuer or Agent to issue and authenticate a new Bond or (b) shall make an appropriate notation on

the Bond certificate indicating the date and amounts of such reduction in principal except in the case of final maturity, in which case the certificate must be presented to the Issuer or Agent prior to payment.

- 12. In the event the Issuer determines pursuant to the Documents that beneficial owners of the Bonds shall be able to obtain certificated Bonds, the Issuer or Agent shall notify DTC of the availability of Bond certificates, and shall issue, transfer, and exchange Bond certificates as required by DTC and others in appropriate amounts.
- 13. DTC may determine to discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to the Issuer or Agent at which time DTC will confirm with the Issuer or Agent the aggregate principal amount of the Bonds outstanding and discharging its responsibilities with respect thereto under applicable law. Under such circumstances, whenever DTC requests the Issuer and the Agent to do so, the Issuer and the Agent will cooperate with DTC in taking appropriate action to make available one or more separate certificates evidencing the Bonds to any DTC Participant having Bonds credited to its DTC account.
- 14. Nothing herein shall be deemed to require the Agent to advance funds on behalf of the Issuer.

Very truly yours,

CITY OF DANBURY, CONNECTICUT  
As Issuer

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

THE CONNECTICUT NATIONAL BANK  
As Agent

By: \_\_\_\_\_  
Authorized Officer

Received and Accepted:

THE DEPOSITORY TRUST COMPANY

By: \_\_\_\_\_  
Authorized Officer

cc: Underwriter

9

SCHEDULE A

\$8,250,000 City of Danbury  
General Obligation Bonds

Each in fully registered form in the denomination of \$1,000 or any multiple thereof dated February 1, 1988, bearing interest from February 1, 1988 until maturity, at the rate or rates per annum and maturing on February 1 in each of the years and in the principal amounts as follows:

<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
1989	450,000	
1990	450,000	
1991	450,000	
1992	450,000	
1993	450,000	
1994	445,000	
1995	445,000	
1996	445,000	
1997	445,000	
1998	445,000	
1999	445,000	
2000	445,000	
2001	440,000	
2002	440,000	
2003	440,000	
2004	415,000	
2005	415,000	
2006	415,000	
2007	320,000	

EXHIBIT B

9

TAX REGULATORY AGREEMENT

CITY OF DANBURY

\$8,250,000 GENERAL OBLIGATION BONDS

THIS AGREEMENT is entered into by the City of Danbury, Connecticut (the "Municipality") with respect to, and for the benefit of, holders of \$8,250,000 General Obligation Bonds of the Municipality, dated February 1, 1988 and issued on February 17, 1988 (the "Obligations").

Section 1. Purpose of Agreement. This Agreement is entered into for the benefit of the holders from time to time of the Obligations to ensure that the interest on the Obligations is excludable from Federal gross income under the Internal Revenue Code of 1986, as amended (the "Code"). The Agreement is also executed for the purpose of establishing the reasonable expectations of the Municipality as to future events regarding the Obligations and the utilization and investment of their proceeds. The Agreement is intended, and may be relied upon, as a certification of the Municipality described in Section 1.103-13(a)(2)(ii) of the Treasury Regulations (as in effect on the date hereof), and is delivered as a part of the record of proceedings and accompanying certificates with respect to the Obli-

gations. The undersigned are officials of the Municipality charged with the responsibility for the issuance, execution and delivery of the Obligations.

Section 2. The Obligations.

2.01. General. The Obligations are sold at par, mature on the date and will bear interest at the rate or rates set forth in Schedule A attached hereto.

2.02. Project. The Obligations are being issued to finance the improvements within the Municipality described in Schedule B hereto referred to herein as the "Project".

Section 3. Use of Proceeds of the Obligations. The Municipality represents and covenants as follows:

3.01. General. The aggregate amount received by the Municipality from the sale of the Obligations, reduced by all costs of issuance and any underwriter's discount, is herein referred to as the "Net Proceeds". The proceeds of the Obligations will be used to retire at maturity a portion of the \$8,400,000 bond anticipation notes of the Municipality issued on August 5, 1987, and maturing on February 17, 1987. Such bond anticipation notes were issued to refund a prior series of notes issued in the amounts and maturing as follows (such bond anticipation notes and prior series of notes being referred to collectively herein as the "Prior Notes"):

Amount

Issue Date

Maturity Date

\$ \_\_\_\_\_, 19\_\_\_\_, 19\_\_\_\_

3.02. Private Loan Financing. Except as described in Schedule C attached hereto, no portion of the Net Proceeds of the Obligations will be used directly or indirectly to make or finance loans to persons other than (i) loans to governmental units, as defined in Subsection 3.03(a)(i) below, (ii) loans which enable the borrower to finance any governmental tax or assessment of general application and which are imposed by the Municipality for an essential governmental function, or (iii) loans which constitute investment property of the Municipality not acquired by it in order to carry out the governmental purpose of the Obligations. The Municipality represents that it neither has nor will have any separate tax assessment agreements with any person different from the Municipality's assessment policies which apply generally to the public.

3.03. Private Business Use.

(a) Except as described in Schedule C, no portion of the Net Proceeds of the Obligations will be used directly or indirectly in a trade or business carried on by any person other than a governmental unit. For purposes of this Section 3:

(i) The term "governmental unit" means any State of the United States or a political subdivision thereof, including the Municipality, but does not include the United States or any agency or instrumentality thereof.

(ii) The term "trade or business" means any trade or business carried on by any person other than a governmental unit and any other activity carried on by a person other than a natural person.

(iii) Proceeds of the Obligations shall be deemed to be used directly or indirectly in a trade or business if they are used to finance property which is owned by a person other than a governmental unit or property as to which a person other than a governmental unit has actual or beneficial use under a lease, management contract, incentive payment contract, or take-or-pay or other output contract.

(iv) Subparagraph (iii) above notwithstanding, operation of a facility under a management contract shall not be deemed to constitute trade or business use if (A) the contract has a term (including renewal options), not exceeding five years, (B) the Municipality or other governmental unit which owns the Project subject to the management contract may terminate such contract (without penalty) at the end of any three year period, (C) at least 50% of the compensation payable to any nongovernmental manager under the contract is on a periodic, fixed-fee basis, and (D) no amount of compensation under the contract is based on a share of net profits.

(v) Use of property or other facilities financed by the Obligations shall not constitute use in the trade or business of a person other than a governmental unit if such use is on the same basis as use by the general public. For example, use of proceeds of obligations to finance a road that is not available to any nongovernmental person other than as a member of the general public shall not constitute trade or business use. However, use of proceeds of obligations to finance facilities which are reserved for the special use of a person other than a governmental unit will constitute trade or business use.

(b) Use of the Project by persons other than governmental units will be incidental to the governmental operation of the Project; the Project will be available for use on an equal basis by all members of the general public; and, to the extent the Project is available for rental, it will be available for rental to all members of the general public on an equal basis.

(c) To the extent that any Net Proceeds of the Obligations are to be paid to persons other than governmental units, such payment will be solely for goods or services provided to the Municipality in connection with its governmental operations.

3.04. Related Business Use. The amount of Net Proceeds of the Obligations, if any, to be used directly or indirectly in a trade or business of any person other than a governmental unit which exceeds five percent of the Net Proceeds shall be related to a governmental use of such Net Proceeds and not dispropor-

tionate to such related use. For purposes of this subsection 3.04, determination whether a particular non-governmental use is related to governmental use shall be made on a case-by-case basis, emphasizing the operational relationship between the governmental and non-governmental uses. In most cases, the non-governmental use will generally be located either within or adjacent to the governmental facility to which it is related and which is financed by the Obligations. Related non-governmental use of the Net Proceeds of the Obligations will be deemed to be disproportionate to a related governmental use if the amount of Net Proceeds used directly or indirectly for a related nongovernmental use exceeds the amount of Net Proceeds used for the related governmental use.

3.05. No Advance Refunding. No portion of the Net Proceeds of the Obligations will be used to redeem any other obligation of the Municipality more than 90 days after the date of issue of the Obligations.

Section 4. Arbitrage Limitations.

4.01. General. The Municipality reasonably expects and represents as follows:

(a) The Obligations are general obligations of the Municipality for which its full faith and credit is pledged. The Municipality will pay the interest portion of the debt service on the Obligations in part from its General Fund and in part from funds relating to the Project. The General Fund derives a major portion of its revenues from taxes, miscellaneous fees and State and Federal grants. It is expected that any amount accumulated in

the General Fund to pay debt service on the Obligations will be expended no later than the maturity date of the Obligations. Further, it is expected that the revenues of the General Fund for the period during which the Obligations are outstanding will exceed the debt service on the Obligations.

(b) The Municipality has not created or established, nor does it intend to create or establish, any sinking fund or similar fund for the payment of debt service on the Obligations or which may be pledged as security for the Obligations.

(c) All of the Net Proceeds of the Obligations will be used to retire the Prior Notes maturing on February 17, 1988. All of the proceeds of the Prior Notes have been expended on the Project.

(d) The proceeds from the sale of the Obligations (less costs of issuance), together with any earnings from the investment and reinvestment thereof will not exceed the amount necessary for the purpose of the Obligations.

(e) The Project will not be sold or otherwise disposed of, in whole or in part, prior to the final maturity date of the Obligations.

Section 5. Additional Undertakings of Municipality.

5.01. Registration. The Municipality represents and covenants that Obligations will be issued in registered form.

5.02. Internal Revenue Service Listing. The Municipality represents that it has not received notice that it has been listed by the Commissioner of Internal Revenue as an issuer whose

certification may not be relied upon by holders of its obligations, nor has the Municipality been advised that the Commissioner is contemplating any such action.

5.03. Reliance by Bond Counsel. The representations and covenants of the Municipality expressed in this Agreement may be relied upon by Robinson & Cole, bond counsel for the Municipality, in connection with the rendering of any opinion with respect to the Obligations.

5.04. Future Action. The Municipality covenants that it will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the Obligations under Section 103 of the Code. The Municipality will not directly or indirectly use or permit the use of any proceeds of the Obligations or any other funds of the Municipality, or take or omit to take any action that would cause the Obligations to be "arbitrage bonds" within the meaning of Section 148(a) of the Code. To that end, the Municipality will comply with all requirements of Section 148 of the Code to the extent applicable to the Obligations. Without limiting the generality of the foregoing, the Municipality agrees that there shall be paid from time to time all amounts required to be rebated to the United States pursuant to Section 148(f) of the Code and any temporary, proposed or final Treasury Regulations as may be applicable to the Obligations from time to time. This covenant shall survive payment in full or defeasance of the Obligations.

5.05. Noncompliance. The Municipality shall perform each of the covenants undertaken by it in this Agreement unless, in the written opinion of bond counsel to the Municipality, noncompliance therewith will not cause interest on the Obligations to be included in the gross income of holders of the Obligations for purposes of the federal income tax.

IN WITNESS WHEREOF the undersigned have executed this Agreement on behalf of the Municipality as of the 17th day of February, 1988.

\_\_\_\_\_

Mayor

\_\_\_\_\_

Treasurer

SCHEDULE A

<u>Amount</u>	<u>Interest Rate</u>	<u>Maturity</u>
\$450,000		February 1, 1989
\$450,000		February 1, 1990
\$450,000		February 1, 1991
\$450,000		February 1, 1992
\$450,000		February 1, 1993
\$445,000		February 1, 1994
\$445,000		February 1, 1995
\$445,000		February 1, 1996
\$445,000		February 1, 1997
\$445,000		February 1, 1998
\$445,000		February 1, 1999
\$445,000		February 1, 2000
\$440,000		February 1, 2001
\$440,000		February 1, 2002
\$440,000		February 1, 2003
\$415,000		February 1, 2004
\$415,000		February 1, 2005
\$415,000		February 1, 2006
\$320,000		February 1, 2007

SCHEDULE B

<u>Amount</u>	<u>Description of Project</u>
\$6,350,000	Code compliance work at City schools
\$1,500,000	Improvements to various City dams; drainage improvements; improvements to various City bridges; addition to Police headquarters; addition to the firehouse; improvements to various facilities at Kenosia and Hatters Parks
\$ 400,000	Construction of sewers

9

SCHEDULE C

A. Loans: NONE

B. Trade or Business Use: NONE



# 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 is now required to provide workers' compensation to its employees who sustain personal injuries arising out of and in the course of employment pursuant to Chapter 568 of the Connecticut General Statutes; and

WHEREAS, the City of Danbury wishes to provide coverage for claims arising out of personal injury and property damage exposures; and

WHEREAS, the City of Danbury may in the future wish to purchase additional coverages for other liability exposures as may from time to time be offered by CIRMA and accepted by the Danbury Insurance Board of Review pursuant to Subsection 2-148(b) of the Code of Ordinances of Danbury, Connecticut; and

WHEREAS, the Connecticut Interlocal Risk Management Agency (CIRMA), an agency established by Connecticut municipalities and local public agencies pursuant to Section 7-479(a) et seq. of the Connecticut General Statutes, has been organized to establish a program of risk management, including one or more risk management pools, safety engineering, administration of claims and other services for workers' compensation and public liability, automobile and property claims by or against Connecticut municipalities and local public agencies, and to provide management therefor; and

WHEREAS, it is desirable for, and in the best interests of the City of Danbury to pool certain of its risks with other members of CIRMA in a risk management pool or pools maintained by CIRMA; and

WHEREAS, CIRMA has agreed to provide such services and protection;

NOW, THEREFORE, BE IT RESOLVED THAT the City of Danbury join CIRMA as a member organization, and hereby subscribes to the bylaws, rules and regulations of CIRMA; and

BE IT FURTHER RESOLVED THAT the Mayor of the City of Danbury be and hereby is authorized and empowered to execute original and renewal contracts with CIRMA to provide for statutory workers' compensation, general liability, automobile liability and property damage coverages and such other liability coverages as may from time to time be offered by CIRMA and accepted by the Danbury Insurance Board of Review pursuant to Subsection 2-148(b) of the Code of Ordinances of Danbury, Connecticut, together with related risk management services for the City of Danbury for such coverages and services; and

BE IT FURTHER RESOLVED THAT the Mayor of the City of Danbury be and hereby is authorized to represent the City of Danbury as a member of CIRMA and to designate an alternate representative from time to time.



11

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



DEPARTMENT OF POLICE  
120 MAIN STREET

JAMES E. DYER, MAYOR

NELSON F. MACEDO, CHIEF  
(203) 797-4611

December 7, 1987

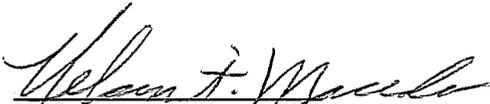
MEMO

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

From: Chief Nelson F. Macedo

Subject: REQUEST FOR CHANGE IN CITY ORDINANCE

I am requesting that City Ordinance, Sec. 15-10, Command of Department, be changed to coincide with the Rules and Regulations, Danbury Police Department.

  
Nelson F. Macedo  
Chief of Police

NFM:ks

enc.

SECTION 3

Chief of Police

1. The general administration and control of the Department are vested in the Chief, who shall be responsible for the government, efficiency, and general good conduct of the Department, and who shall be deemed to be always on duty.
2. The Chief, in the exercise of his duties, shall have the power to issue orders for the direction and control of the members and employees of the Department; orders shall not be inconsistent with the laws of the State of Connecticut, the ordinances of the City or the Rules and Regulations of the Department.
3. It shall be the duty of the Chief to cause the public peace to be preserved, and to enforce all the laws and ordinances of the City which the Department must take cognizance of; and whenever any violation thereof shall come to his attention, he shall cause the requisite complaint to be made and shall procure the evidence for the successful prosecution of the offenders.
4. The Chief shall investigate all violations of the orders or Rules and Regulations of the Department, or any misconduct on the part of any member thereof.
5. The Chief shall cause to be kept such records as may be required by law or by resolution of the Common Council, and shall comply with the request of the U.S. Department of Justice for information necessary in compiling uniform crime statistics.
6. The Chief shall have custody and control of, and shall keep complete personnel records concerning the work of each officer, the equipment issued him, and the principal events incidental to his service on the force.
7. The Chief shall have the custody and control of all books, records, machines, tools, implements, apparatus, or equipment of every kind necessary for use in the Department, including licensing and permits.
8. The Chief is charged with keeping morale within the Department at a high level and shall take such action as he deems necessary to maintain it.
9. During the absence of the Chief, the administration and control of the Department shall devolve upon, first, the Deputy Chief of Police, second, the Detective Captain, and in the event of their absence, upon the next ranking uniform officer.
10. The Acting Chief of Police shall carry out the orders of the Chief, except, that in cases of extreme emergency, he is authorized to set aside such orders for compelling reasons consistent with the effective handling of the emergency. In such a case, he shall report in writing to the Chief the reasons for his action.



**ORDINANCE**  
**CITY OF DANBURY, STATE OF CONNECTICUT**  
**COMMON COUNCIL**

January 5, 1987

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

THAT Paragraph 5 of subsection 16A-32(b) of the Code of Ordinances of Danbury, Connecticut is hereby amended to read as follows:

"Metal hydroxide sludges."

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF DANBURY THAT Subsection 16A-33(a) of the Code of Ordinances of Danbury, Connecticut is hereby amended to read as follows:

"Vehicles displaying a commercial hauler's permit and disposing of permitted wastes at the Danbury sanitary landfill site shall pay, in addition to any permit charges, a user fee based upon the maximum rated capacity of said vehicle; or in the event that the City of Danbury installs weight scales at the Danbury sanitary landfill site, based upon the actual weight of such wastes. Any such user fees shall be established by the Common Council after public hearing. Vehicles displaying a non-commercial hauler's permit and disposing of permitted waste at the Danbury sanitary landfill site shall pay, in addition to any permit charges, such user fees as may be established by the Common Council after public hearing."

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF DANBURY THAT subsection 16A-33(b) be and hereby is repealed in its entirety.



13

# CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

JOSEPH H. SAUER, Jr.  
MAYOR

December 22, 1987

Honorable Members of the Common Council  
Danbury, Connecticut

Dear Council Members:

I am making the following appointments to the Police Department, contingent upon successful training at the Police Academy, where applicable. These applicants have been thoroughly examined and tested physically, mentally and emotionally by the new pilot screening program; and I am convinced that they are suitable candidates for membership in the Danbury Police Department:

Timothy J. Strano  
8 Henso Drive  
Danbury, Connecticut 06810

Security Officer for Guardsmark  
Attended WCSU

Shirley A. McAfee  
607 Heard Avenue  
Maybrook, New York 12543

Police Officer for WSCU  
L.P.N Degree  
Attended Orange County Community  
College and Mattatuck Community  
College

Robert M. Conrad  
7 Terry Drive  
Danbury, Connecticut 06811

Attended Danbury Elementary and  
High Schools  
University of Connecticut Graduate  
with B.A. Degree

Brian G. Gantert  
7 Mac Alpine Way  
Danbury, Connecticut 06810

Bethel Police Officer  
Attended Danbury Elementary and  
High Schools  
WCSU Graduate with B.S. Degree

All appointments are effective upon swearing in.

Sincerely yours,

Joseph H. Sauer  
Mayor

cc: Civil Service  
Personnel  
Comptroller  
Police Chief

*Withdrawn*



14

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

**DEPARTMENT  
OF FINANCE**

December 11, 1987

MEMO TO: Mayor Joseph H. Sauer

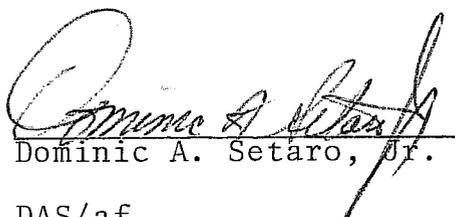
FROM: Dominic A. Setaro, Jr., Acting Director of Finance/  
Comptroller

RE: Appointment Independent Auditors

It is once again time for the City of Danbury to consider the appointment of its auditors to perform the city audit for the fiscal year ending June 30, 1988. I would at this time recommend that we appoint Ernst & Whinney as our city auditors for the fiscal year ending June 30, 1988, and request that you forward this memo to the Common Council for approval as required by state law.

I have attached a copy of Ernst & Whinney's fee schedule for the audit. Please note that the city audit share in the amount of \$43,200.00 represents an increase of \$3,200.00 from 1987. This increase of \$3,200.00 will be passed on mainly to the Water & Sewer Fund and Landfill Fund. The actual increase to the General Fund will amount to approximately \$1,350.00. This amount also includes a \$500.00 increase for the Single Audit Act requirement.

I respectfully request that you place this item on the agenda of the Common Council's meeting scheduled in January.

  
Dominic A. Setaro, Jr.

DAS/af  
Attachment

# Ernst & Whinney

Suite 500  
Six Landmark Square  
Stamford, Connecticut 06901

December 3, 1987

203/348-3700

Mr. Dominic A. Setaro, Jr.  
Acting Director of Finance - Comptroller  
City Hall  
155 Deer Hill Avenue  
Danbury, Connecticut 06810

14  
**RECEIVED**  
FINANCE DEPT.  
DEC 8 1987

Dear Mr. Setaro:

In response to your request for our proposed audit fee applicable to our examination of the City of Danbury's financial statements for the year ending June 30, 1988, we are pleased to submit the following fee schedule for such services:

	<u>Proposed 1988 Fee</u>	<u>1987 Fee</u>
City audit	\$ 43,200*	\$ 40,000
School lunch program	3,000	2,800
Special education grants	5,500	5,500
School activity funds	5,000	-
ED 001 report	3,300	3,000
Revenue sharing	2,500	2,500
	<u>62,500</u>	<u>53,800</u>
Single Audit Act	8,500	8,000
	<u>\$ 71,000</u>	<u>\$ 61,800</u>

\* Includes allocation for enterprise funds as follows:  
Water Fund - \$4,000, Sewer Fund - \$4,000 and Landfill  
Fund - \$3,000 and \$1,000 for cost involved in main-  
taining the City's Certificate of Achievement i.e.,  
the adoption of new GASB statements.

Again, because of the quality of the City's financial records and professional supervision provided by you and your staff, we have been able to maintain the basic fee structure with only a modest increase, except with regard to the school activity funds which you have explained in a memorandum dated October 22, 1987.

Very truly yours,

*Ernst & Whinney*

by: Charles T. Gebbia  
Partner



# CITY OF DANBURY

155 DEER HILL AVENUE  
DANBURY, CONNECTICUT 06810

COMMON COUNCIL

January 5, 1988

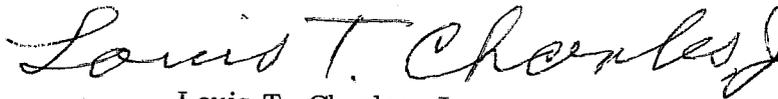
Honorable Mayor Joseph H. Sauer  
Honorable Members of the Common Council

Re: Downtown Parking Garage

I am requesting that the Parking Authority present to the Mayor and the Common Council the following information pertaining to the proposed downtown parking garage.

1. The last audit report, fiscal or calendar year, of its present operation.
2. Details of the property transfer and its commitments.
3. Number of levels proposed.
4. Number of parking spaces to be made available to the City Trust and to the public and charges for that parking.
5. Total estimated costs of the entire project including operational expenses.
6. Methods of financing and for how many years.
7. Responsibility of the city, if any, to guarantee short-fall monies for monthly or yearly payments by the Parking Authority.

Respectfully submitted,



Louis T. Charles, Jr.,  
Councilman, 7th Ward



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

15

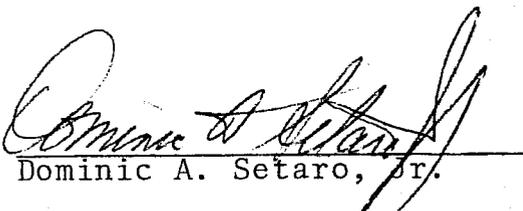
DEPARTMENT  
OF FINANCE

November 25, 1987

MEMO TO: Mayor Joseph H. Sauer  
FROM: Dominic A. Setaro, Jr., Acting Director of Finance/  
Comptroller  
RE: Parking Garage

Pursuant to the meeting held in your office on November 24 with the Parking Authority, it is apparent that the members of the Parking Authority would like for you to resubmit their previous request for the city's commitment to a parking garage and transfer of land necessary for that parking garage.

It would be my suggestion at this point that you resubmit the request of the Parking Authority at the December Common Council meeting. Since you have been informed that it was too late for this item to be placed on the regular agenda, I would suggest that you take the normal action in having the council add this item to the December agenda on the night of the meeting.

  
Dominic A. Setaro, Jr.

DAS/af





# CITY OF DANBURY

155 DEER HILL AVENUE  
DANBURY, CONNECTICUT 06810

~~JAMES H. DYER, MAYOR~~

16

COMMON COUNCIL

January 5, 1987

Honorable Mayor Joseph H. Sauer  
Danbury, Connecticut 06810

Dear Mayor Sauer:

Please appoint a committee, at the January meeting of the Common Council, to review the present status of the Downtown Redevelopment Project. This Project continues to be a source of controversy and is well behind schedule. The questions of the transfer, financing and deadlines are especially disturbing. A review of the project with the developer and the Redevelopment Agency is long overdue.

We appreciate your attention to this request.

Respectfully submitted,

*Stephen Flanagan*  
Stephen Flanagan  
Councilman - Fifth Ward

*Robert D. Godfrey*  
Robert D. Godfrey  
Councilman - Fourth Ward



17

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

~~JAMES F. DYER, MAYOR~~

COMMON COUNCIL

January 5, 1987

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

Re: Charter Revision Commission

Dear Mayor and Council Colleagues:

It is our considered opinion that revision to the Charter of the City of Danbury must occur. Much discussion has taken place and significant efforts have been made toward this goal in the past. However, we believe it is necessary for the Common Council to establish a Charter Revision Commission to comprehensively review the entire Charter at this time.

It is our intent to work with you to activate this Commission in February, 1988. This Commission should be committed to completing its charge and presenting recommendations for change in time for voter consideration on the November, 1988 ballot.

Thank you in advance for your cooperation.

Respectfully submitted,

The Democratic Members  
of the Common Council



17

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

COMMON COUNCIL

2

November 18, 1987

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

Dear Mayor and Council Members:

I hereby request that an ad hoc committee be formed for the purpose of appointing a Charter Revision Commission to review the current City Charter in its entirety and to make recommended changes to same.

Respectfully,

*Lovie D. Bourne*

Lovie D. Bourne  
First Ward

*Lovie Bourne  
withdrawn from  
agenda - 11/23/87  
Verbally to Ken Trapp*



17

# CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

December 28, 1987

Honorable Members of the Common Council  
City of Danbury  
Connecticut

Dear Council Members:

We are requesting the Common Council select a Commission to review the City of Danbury Charter in its entirety.

Sincerely yours,

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

Joseph H. Sauer, Jr.  
Mayor

A handwritten signature in cursive script, reading "Michael Fazio", written in black ink.

Michael Fazio  
Legislative Leader

A handwritten signature in cursive script, reading "Gene Eriquez", written in black ink.

Gene Eriquez  
Minority Leader

JHS:rl



COMMON COUNCIL  
CITY OF DANBURY

18

APPLICATION FOR EXTENSION OF SEWER AND/OR WATER

- Sewer
- Water

Applicant: CESAR M. LAPES  
Address: 92 FERRISAC ST  
DANBURY, CT. 06810  
Telephone No: B 744-4919

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

Located at: 92 Ferrisac St  
Assessor's Lot No: 107

Zone in which the Property Lies: 2 family  
Intended Use:

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

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

RECEIVED

NOV 30 87

OFFICE OF CITY CLERK

Cesar M. Lapes  
(Signature)

12/30/87  
(Date)

19

COHEN AND WOLF, P. C.

AUSTIN K. WOLF	RICHARD G. KENT
MARTIN F. WOLF	RICHARD L. NEWMAN
ROBERT J. ASHKINS	PAUL B. EDELBERG
STUART A. EPSTEIN	RICHARD SLAVIN
RICHARD L. ALBRECHT	ROBERT S. BURSTEIN
JONATHAN S. BOWMAN	LINDA LEDERMAN
IRVING J. KERN	WILLIAM F. ASKINAZI
MARTIN J. ALBERT	DANIEL S. NAGEL
STEWART I. EDELSTEIN	RICHARD J. DI MARCO
NEIL R. MARCUS	DAVID B. ZABEL
ROBERT R. BLACK†	MARK A. KIRSCH
DAVID L. GROGINS	NEIL W. SUTTON
ROBERT B. ADELMAN	ROBERT J. YAMIN
MICHAEL S. ROSTEN	CHRISTOPHER J. SMITH
GRETA E. SOLOMON	DAVID M. LEVINE
JORAM HIRSCH	JOHN J. SAPIRO
ROBIN A. KAHN	JESSIE F. BENNETT

HERBERT L. COHEN  
(1928-1983)

LAW OFFICES

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

158 DEER HILL AVENUE  
DANBURY, CONNECTICUT 06810  
(203) 792-2771

ONE ATLANTIC STREET  
STAMFORD, CONNECTICUT 06901  
(203) 964-9907

TELECOPIER #576-8504

†MEMBER N.Y. BAR ONLY

PLEASE REPLY TO Danbury

December 1, 1987

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

Re: L. C. Castlemen, Inc.  
Petition for Sewer and Water Extension  
Tamarack Avenue, Danbury, Connecticut

Dear Mr. Nimmons:

Please be advised that this office represents L. C. Castlemen, Inc., owner of premises located on Tamarack Avenue between Virginia Street and Dean Street in the City of Danbury. The premises contains approximately four (4) acres zoned in a RH-3 Zone.

On January 27, 1987, I petitioned the Common Council on behalf of my clients for an extension of municipal water and sewer services to the site, which was then before the Danbury Planning Commission on an Application for Special Exception and a Site Plan Approval.

Subsequently, a Subcommittee of the Common Council consisting of Mounir Farrah, Robert Godfrey and Bernard Gallo was appointed to study the petition and report to the full Council. The Subcommittee met on March 26, 1987 to review the application with the Petitioner and the City Engineer and Superintendent of Public Utilities. Further information was requested and the matter was tabled to a future date.

Honorable James Nimmons  
December 1, 1987  
Page 2

In August, 1987, I requested that the Chairman of the Subcommittee reconvene the Subcommittee for purposes of reviewing the information obtained to date. Accordingly, on October 28, 1987, the Subcommittee reconvened to review the status of the Petition but was unable to take action in the form of a report to the Council prior to the Council's last meeting.

At this time, the information requested by the Superintendent of Public Utilities and the City Engineer has been obtained, and my client is in the position to request that the Council act on the Petition. Accordingly, I would appreciate it if you could appoint a new subcommittee to investigate this proposal for purposes of reporting back to the full Council. Since Bob Godfrey and Bernie Gallo were members of the original subcommittee, it might make sense to appoint either one or both of them to serve on the new subcommittee for continuity.

I look forward to hearing from you concerning this at your earliest convenience.

Yours truly,



Neil R. Marcus

NRM/cke

cc: Mario and Ray Prezioso  
David Williamson  
L. C. Castlemen, Inc.

CUTSUMPAS, COLLINS, HANNAFIN, GARAMELLA, JABER & TUOZZOLO  
PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

148 DEER HILL AVENUE - P. O. BOX 440, DANBURY, CONNECTICUT 06810

LLOYD CUTSUMPAS  
FRANCIS J. COLLINS  
EDWARD J. HANNAFIN  
JACK D. GARAMELLA  
PAUL N. JABER  
JOHN J. TUOZZOLO  
JOHN A. CURTAS\*  
PAULA FLANAGAN  
THOMAS W. BEECHER  
PAUL JAMES GARLASCO  
C. ANTHONY VOURNAZOS  
EVA M. DEFranco

December 14, 1987

AREA CODE 203  
744-2150

\* ALSO ADMITTED KENTUCKY AND NEVADA

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

Re: Scope Realty Associates, Inc.  
Application for Water and Sewer Extension  
South Street a/k/a 15 Mannion Lane  
Our File No. 87-5216-24-P

Gentlemen:

Enclosed herewith please find our application for water and sewer extension pertaining to the above captioned.

Please set the same down for committee review at your earliest convenience and notify me of the hearing date.  
Thank you.

Yours very truly,



Paul N. Jaber

/lz  
Enclosure  
cc: Peter LaPointe

COMMON COUNCIL

CITY OF DANBURY

20

APPLICATION FOR EXTENSION OF SEWER AND/OR WATER

Sewer

Water

Applicant: Scope Realty Associates, Inc.

Address: 131 West Street  
Danbury, Connecticut

Telephone No: 744-2000

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

Located at: South Street a/k/a 15 Mannion Lane

Assessor's Lot No: K16126

Zone in which the Property Lies: RM-12

Intended Use:

Retail

Single Family Residential

Office

Multiple Family Development

Mixed Use

Industrial

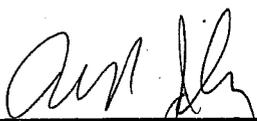
         Number of Efficiency Units

  30   Number of 1 Bedroom Units

  32   Number of 2 Bedroom Units

         Number of 3 Bedroom Units

  62   Total Number of Units



Paul N. Jaber, Attorney for  
**(Signature)**  
Scope Realty Associates, Inc.

December 14, 1987

**(Date)**

21

We, the undersigned homeowners of Oak Lane, Hayestown District in Danbury, petition the city of Danbury for the extension of sewer lines down Oak Lane, Hayestown District.

We, the undersigned agree to the proposal:

NAME	ADDRESS
Tom Morra	5A Oak Lane
William J. Schuber	1 Oak Lane
Anthony Forgione	2 Oak Lane
Mrs Mrs Chris Cooper	3 Oak Lane
Kyle Ursitti	5B OAK LANE
Evelyn Dewar	5 Oak Lane
7 Killebrew	4 & 4A OAK LANE

Existing Sewer Connections:

5B Oak Lane - Kyle Ursitti - Property adjoins (back to back) Arrowwood Condos of E. Pembroke - Arrowwood sewers run along back of condo development.

6 Oak Lane - Regina Preston - Property consisting of 7.210 acres has a sewer on back corner of her property which adjoins Candlewood Terrace Condos Candlelight Drive off Rose Lane.



22

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

THEODORE H. GOLDSTEIN  
CORPORATION COUNSEL  
ERIC L. GOTTSCHALK  
LASZLO L. PINTER  
SANDRA V. LEHENY  
LAWRENCE M. RIEFBERG  
ASSISTANT CORPORATION  
COUNSEL

PLEASE REPLY TO:  
57 North Street, Suite 412  
DANBURY, CT 06810  
748-9259

November 16, 1987

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

RE: City of Danbury v. J. & J. Trucking

Dear Council Members:

With regard to the above referenced file, I have received an offer of settlement from the Defendants insurance company to settle this matter for 80% of the City's claims. The City's claim amounts to \$2,609.10 and 80% of this figure is \$2,087.20.

It is my advise that with regard to this case, the City accept the Defendants offer and that the Council authorize the proposed settlement. The basis for this recommendation is as follows:

This case involves an accident between a City owned ambulance and a truck owned by the Defendant on West Street. According to the police report, a copy of which is attached, the City's ambulance passed the Defendant on the left while the Defendant was making a left hand turn. Witnesses differ as to whether the ambulance's emergency lights were operational at the time. The Defendant was given a ticket for the accident which he successfully defeated in court. As a result, it is my opinion that liability is far from clear and the Defendant's offer is, therefore, a reasonable one.

Please advise

Very truly yours,

Lawrence M. Riefberg

LMR:kc

attachment

# POLICE ACCIDENT REPORT

PR-1 Rev. 11-83

Please send to

STATE OF CONNECTICUT  
DEPARTMENT OF MOTOR VEHICLES  
Accident Security Unit  
60 State Street  
Wethersfield, Connecticut 06109

1-6 MVD CASE NUMBER

LOCATION	7-12 DATE OF ACCIDENT (month/day/year)	DAY OF WEEK	13-16 TIME (military)	*KILLED	*INJURED	*OF VEHICLES INVOLVED	POLICE CASE NUMBER
	06 / 10 / 85	Tue.	1:6:27	0	0	2	85-17004
17-19 CITY OR TOWN name (City, Town Code), ACCIDENT OCCURRED ON (street name or route #) AT ITS INTERSECTION WITH (street name or route #)							
Danbury / 034 West St. & Division St.							
IF NOT AT INTERSECTION							
1. Give distance and ✓ either "Feet" or "Tenths" of a mile. 2. Check (✓) direction. 3. Give nearest intersecting street (name or route #) underpass, overpass, bridge, river or town line. DO NOT USE house #, utility pole #, or business name.							
<input type="checkbox"/> Feet      North S E W <input type="checkbox"/> Tenths <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> of _____							

## OPERATOR AND VEHICLE #1

## OPERATOR AND VEHICLE #2 (or pedestrian)

OPERATOR #1 NAME (last, first, middle initial)				OPERATOR #2 OR PEDESTRIAN NAME (last, first, middle initial)			
Flynn, Patrick M.				Bohan, Gary			
ADDRESS (street number and name)				ADDRESS (street number and name)			
47 High Rdg. Rd.				19 New St.			
CITY OR TOWN		STATE		ZIP CODE		21 SEX	
Danbury, Ct.		06810		M		M	
Lic State Code	24-48 OPERATOR LICENSE NUMBER	49-54 Date of Birth	DOT ONLY	Lic State Code	9-33 OPERATOR LICENSE NUMBER	34-39 Date of Birth	DOT ONLY
06	121876475	12/05/47	11	06	242654525	12/03/55	11
VEHICLE #1 OWNER NAME (if same as operator #1, enter "same")				VEHICLE #2 OWNER NAME (if same as operator #2, enter "same")			
J&J Trucking Co.				City of Danbury			
ADDRESS (street number and name)				ADDRESS (street number and name)			
166 Lake Shore Dr.				155 Deerhill Av.			
CITY OR TOWN		STATE		ZIP CODE		21 SEX	
Brookfield, Ct.		06804		Danbury, Ct.		06810	
40-41 PLATE # AND STATE CODE		VEHICLE YEAR AND MAKE		42-43 PLATE # AND STATE CODE		VEHICLE YEAR AND MAKE	
1459 P / 0:6		73 Dia-Reo		880 / 0:6		81 Chev.	
VEHICLE MODEL NAME		BODY TYPE (e.g. 4-door sedan, truck, etc.)		VEHICLE MODEL NAME		BODY TYPE (e.g. 4-door sedan, truck, etc.)	
DRE14146		Tractor		CC3140		Ambulance	
44-61 VEHICLE IDENTIFICATION NUMBER (not engine number)			DOT ONLY	7-24 VEHICLE IDENTIFICATION NUMBER (not engine number)			DOT ONLY
DRE6416597099			12	1GBHC34M2BB14C569Y			3
Did operator carry a current Connecticut No-Fault Insurance I.D. Card in vehicle as required under CGS, Section 14-12b				Did operator carry a current Connecticut No-Fault Insurance I.D. Card in vehicle as required under CGS, Section 14-12b			
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
NAME OF AUTOMOBILE INSURANCE CO.		AUTOMOBILE INSURANCE POLICY NO.		NAME OF AUTOMOBILE INSURANCE CO.		AUTOMOBILE INSURANCE POLICY NO.	
BMF- Hartford		8205		Firemans Fund		7-94KAB347790	
PARTS OF VEHICLE DAMAGED (i.e. left front fender, etc.)				PARTS OF VEHICLE DAMAGED (i.e. left front fender, etc.)			
Right front fender & Bumper				Right Rear Wheel Well			
VEHICLE #1 TOWED TO (if not towed, indicate "none")				VEHICLE #2 TOWED TO (if not towed, indicate "none")			
None				None			

PROPERTY	1. Describe the property and extent of damage (e.g. 50 feet of fence knocked down)	
	-	
OTHER THAN INVOLVED VEHICLES	2. Give name and address of property owner	
	-	

WITNESSES	AGE	SEX	NAME AND ADDRESS OF WITNESS
	47	F	Carolyn Barton 2 Guardhouse Dr., West Redding, Ct.
WITNESSES	AGE	SEX	NAME AND ADDRESS OF WITNESS
	-	-	-

ALL INVOLVED PERSONS	J I K			L NAME AND ADDRESS (for operator #1 operator #2, etc.)	O P O
	25-26	27-28	29-30		
1	1	N	01	OPERATOR #1	03 -
2	2	N	01	OPERATOR #2 OR PEDESTRIAN (circle the one which applies)	03 -
3	2	N	03	David Easter 19 New St., Danbury, Ct. 06810	25 M 03 -
4					
5				INSURANCE DEPT.	
6					
7				Pending File	
8				JUN 12 1985	

Est from Mr Bell Patrick M Flynn

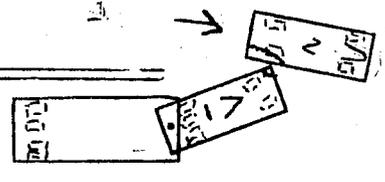
Draw an arrow pointing north in this circle.



NOT DRAWN TO SCALE

DIVISION

22



WEST ST. \* VEHICLES MOVED ON ARRIVAL DRAWN FROM INFORMATION RECEIVED AT ACCIDENT SCENE

VEHICLE #1 going [ ] [ ] [ ] [X] on West St. VEHICLE #2 going [ ] [ ] [ ] [X] on West St.

PLEASE GIVE A COMPLETE DESCRIPTION OF WHAT HAPPENED (be sure to explain any prior response marked with an asterisk\*)  
See attached supplement 85-17004

WERE MEASUREMENTS TAKEN? [ ] [X] PHOTOS? [ ] [X]

Table with columns for Road #, RL, Dir, N/R, Ramp, TR #, Ct, St, Cum Mile, Rd Ty, I, SF, Local Road Location, CF, Col, Card, and Alpha Description.

NAME OF PERSON ACTION WAS TAKEN AGAINST: Patrick M. Flynn

TYPE OF ENFORCEMENT ACTION ( / one ): [X] Arrest [ ] Written Warning [ ] None [ ] Other

COURT DATE AND TOWN CODE: 06 21 85 034

CHARGE: Obstruction of an Emergency Veh.

STATUTE OR ORDINANCE NUMBER: 140283(g)

UNIFORM SUMMONS/COMPLAINT NUMBER: M-Z 73307

NAME OF PERSON ACTION WAS TAKEN AGAINST: -

TYPE OF ENFORCEMENT ACTION ( / one ): [ ] Arrest [ ] Written Warning [ ] None [ ] Other

COURT DATE AND TOWN CODE: -

CHARGE: -

STATUTE OR ORDINANCE NUMBER: -

UNIFORM SUMMONS/COMPLAINT NUMBER: -

NAME AND SIGNATURE OF INVESTIGATING OFFICER: J.A. Fisher, BADGE NUMBER: 425, DEPARTMENT NAME: Danbury, REPORT DATE: 06-11-85, CASE STATUS: [ ] Open [X] Closed, SUPERVISOR: [Signature]

DATE OF INCIDENT 06/11/85	TIME OF INCIDENT 1627	TYPE OF INCIDENT M.V.A.	INCIDENT CODE	INVESTIGATING OFFICER Fisher
DATE REPORT SUBMITTED 06/11/85	ST. NO.	LOCATION OF INCIDENT Intersection of West St. & Division St.	OFFICER NAME	

On the above time and incident date this Officer was sent to an M.V.A. at the above incident location. Officer Ashey was also sent to assist this Officer. When I arrived I observed an tractor trailer (veh.#1) stopped in the right hand lane of West St. at its intersection with Division St. facing Westbound (W/B). This vehicle #1 had damage to its left front fender and bumper. I then observed vehicle #2 an Ambulance approx. 300' W/B of vehicle #1 parked on the right side of West St. also facing west bound. Then spoke with Oper.#1 who told me he was stopped at the intersection of West St. and Division St. and was going to make a left hand turn S/B onto Division. At this time he proceeded to turn left. In the process of turning he did not see veh.#2 approaching from his left side. The first time he was aware of veh.#2 is when he heard the siren of veh.#2 and veh.#2 at this time was along side of his driver side door. Both vehicles then made contact.

I then spoke with Oper.#2 who told me he was traveling W/B on West St. in his Ambulance on an Emergency call with his lights and siren on. As he approached the intersection of West St. and Division St. he saw veh.#1 stopped on left side of the right hand lane W/B, and traffic stopped on the right side of West St. Veh.#1 in the right hand lane of West St. W/B Veh.#2 then went into the left hand lane to pass the ambulance stopped traffic and vehicle #1. Veh.#2 did have its lights and siren on at this time. As he was passing veh.#1 it turned into his veh.#2. Veh.#2 tried to take evasive action but was unable to avoid a collision. Officer Ashey a written sworn statement containing the following: That she was sitting in her parked car half a block east of the accident. At this time she heard an Ambulance siren before she could see the vehicle. approx. 2 blocks before the intersection. The truck veh.#2 was nearly stopped at the intersection with its left turn signal on. The ambulance proceeded around the truck to its left. The truck turned directly into the ambulance.

Heir was an other witness at the scene who would not give this officer a statement or name. At Police H.Q. another witness called in and left his name and number at this time I have not been able to reach this party. His name is Harry Angelos of 2 West St., Danbury. This Officer will continue to try and contact this witness through this Officers interview and investigation I have d terminated Oper.#1 at fault for obstructio of and Emergency Veh. Oper. #1 received an Misdemeanor Summons for the same.

INVESTIGATING OFFICER'S SIGNATURE <i>[Signature]</i>	DATE 06/11/85	SHIFT CODE 425	ISSUED BY <i>[Signature]</i>
DISTRIBUTION FOR USE BY SHIFT CODES ONLY <input type="checkbox"/> PROSECUTOR <input type="checkbox"/> BOARD OF HEALTH <input type="checkbox"/> JUV. COURT <input type="checkbox"/> INVESTIGATOR <input type="checkbox"/> DETECTIVE BUREAU <input type="checkbox"/> DOMESTIC RELATIONS <input type="checkbox"/> ORDERS <input type="checkbox"/> JUVENILE OFFICER <input type="checkbox"/> YOUTH BUREAU <input type="checkbox"/> SOCIAL SERVICE <input type="checkbox"/> OTHER <input type="checkbox"/> UNIFORM		FOLLOW-UP ACTIONS BY <input type="checkbox"/> INVESTIGATOR <input type="checkbox"/> JUVENILE OFFICER <input type="checkbox"/> UNIFORM	
REVIEWED BY FIELD SUPERVISOR			PAGE 1 of 1

# Estimate Report

156200

NAME: City of Danbury Fire Dept      DATE: 7/17/85      743 9003

ADDRESS: New Street      CITY: Danbury      STATE: Conn      ZIP: 06810

YEAR: 1982      MAKE: Chrysler      MODEL: Ambulance      CLASS: EMT

PAINT CODE: \_\_\_\_\_      PROD. DATE: \_\_\_\_\_      TRIM: \_\_\_\_\_      MILEAGE: \_\_\_\_\_      LICENSE NO: \_\_\_\_\_

WRITTEN BY: \_\_\_\_\_      INS. CO: \_\_\_\_\_      FILE NO: \_\_\_\_\_      CLAIM NO: \_\_\_\_\_      P.O. NO: \_\_\_\_\_

ADJUSTER: \_\_\_\_\_      LIC. NO: \_\_\_\_\_      PRODUCT/Department: \_\_\_\_\_

Line No.	Re-pair	Re-place	DESCRIPTION OF DAMAGE	PARTS	LABOR	PAINT	ALL OTHER
1		X	R.R. Comp. door	⊗	4.0		
2		X	" Rub Rail (diamond plate)	⊗	1.5		
3		X	" Corner Bumper	⊗	1.5		
4		X	" W/O Moly (Mud Guard)	⊗	2.0		
5	X		" Wheel Upper Section (Hole) Aluminum		10.0		25.00
6			Refinish Interior Paint 2 stages 2 tone 1/2 to Back			12.0	
7		X	2nd Wheel & Tire	See Note			
8	X		Cor. of Body & Ref.		3.5		
9	X		" Sulfator. on Body Sulf.	10.50	.3		
10	X		Damage w/ Holes by hole (Hull Cr.)		5.0		
11	X		Rear Step		1.0		
12			Undercoating	8.75		1.0	
13							
14							
15	Note		Till: 8.75 & 16.5 Mithun X Srod.	85.00	.3		
16			Wheel = Single piece Disc 4 hole & dy.	174.00	.3	.5	
17			Part# 14005744 fr. Priority - Call dealer.				
18							
19			* Parts Price from DFD. (Supplier)	674.00			
20			Paint Metab 4%				172.8
21							
22				952.25	29.4	13.5	197.8
23							
24							
25							
26							
27							
28							
29							
30							
TOTALS							

I hereby authorize the above work and acknowledge receipt of copy. signed X

**MODZELEWSKI'S  
AUTO BODY WORKS**  
76 Federal Road, Route 7  
Danbury, Connecticut 06810  
Phone (203) 748-0471

PARTS Prices subject to invoice	\$	952.25
LABOR 29.4 hrs. @ \$32.00	\$	940.80
Shop Supplies	\$	
PAINT 13.5 hrs. @ \$32.00	\$	432.00
Paint Supplies	\$	197.80
Towing/Storage	\$	
Sublet/Miscellaneous	\$	
SUB TOTAL	\$	
TAX	\$	86.25
TOTAL ESTIMATE	\$	2609.10

23

SECOR, CASSIDY & McPARTLAND  
P. C.

ATTORNEYS AT LAW  
WOOSTER PLAZA  
301 MAIN STREET

DANBURY, CONNECTICUT 06810-5856  
(203) 743-9145

DANBURY OFFICE  
RESIDENT ATTORNEYS  
MARTIN A. RADER, JR.  
RICHARD D. ARCONTI  
DANIEL E. CASAGRANDE

WATERBURY OFFICE  
41 CHURCH STREET  
POST OFFICE BOX 2818  
WATERBURY, CONNECTICUT 06723-2818  
(203) 757-9261

CHESHIRE OFFICE  
325 SOUTH MAIN STREET  
CHESHIRE, CONNECTICUT 06410-3113  
(203) 272-5001

JOHN H. CASSIDY, JR.  
DONALD McPARTLAND  
W. FIELDING SECOR  
RAYMOND F. VOELKER ◊  
MARTIN A. RADER  
THOMAS P. RUSH \*  
GAIL E. McTAGGART  
RICHARD D. ARCONTI  
THOMAS G. PARISOT  
DANIEL E. CASAGRANDE †  
FREDERICK L. MUROLO

OF COUNSEL

WILLIAM J. SECOR, JR.  
J. WARREN UPSON  
CHARLES E. HART 3RD †  
MILTON A. SEYMOUR †

◊ ADMITTED ALSO IN OHIO  
\* ADMITTED ALSO IN MASSACHUSETTS  
† ADMITTED ONLY IN NEW YORK  
OHIO AND CALIFORNIA  
† ADMITTED ALSO IN NEW YORK

HAND DELIVERED

December 28, 1987

Hon. Joseph H. Sauer, Jr.  
Hon. Members of the Common Council  
City of Danbury  
City Hall  
155 Deer Hill Avenue  
Danbury, CT 06810

Re: Proposed Agreement with Town of New Milford for Temporary Hauling of Septage Waste to Danbury Waste Water Treatment Facility

Dear Mayor and Common Council Members:

AS Town Attorney for the Town of New Milford, I write to respectfully request the City of Danbury to consider entering into an agreement with New Milford to accept septage waste from New Milford at Danbury's Waste Water Treatment Facility.

The agreement would be temporary only, and is necessary because of an emergency situation now faced by New Milford.

Pursuant to a pollution abatement order issued by the Connecticut DEP several years ago, New Milford has contracted for the expansion of its waste water treatment facility, including the installation of a septage handling facility. The project was scheduled for completion in September 1987, but because of construction delays the facility is not expected to begin operating until at least April 1988. Town officials are reasonably confident, however, that the facility will be in operation no later than mid-year.

23

Hon. Joseph H. Sauer, Jr.  
Hon. Members of the Common Council  
December 28, 1987  
Page 2

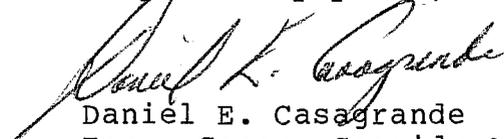
Pending the completion of the facility, commercial haulers of septage waste in New Milford have been using lagoons to chemically treat the waste. (Once the treatment facility is in place, the DEP will order the lagoons shut down.) Several days ago, however, the hauler of seventy-five percent of New Milford's septage waste informed Thomas Pilla, the Chairman of New Milford's Sewer Commission, that the lagoon this hauler uses is now full. The lagoons used by the other haulers also are apparently close to if not at their capacities. In short, within a matter of days New Milford will have nowhere to dispose of its septage waste.

For these reasons New Milford seeks Danbury's cooperation in helping to ease this emergency. The agreement would terminate immediately after New Milford's facility opens. The Town is of course willing to pay appropriate rates for the use of Danbury's facility.

I respectfully request that this matter be placed on the agenda of the January 5, 1988 regular Common Council meeting for such action as the Council deems appropriate. I and other Town officials stand ready to attend this meeting and/or to meet with Danbury officials as soon thereafter as possible to provide the additional necessary information to consummate the proposed agreement.

Thank you in advance for your cooperation.

Respectfully yours,

  
Daniel E. Casagrande  
For: Secor, Cassidy &  
McPartland, P.C.  
Town Attorney

cc: Hon. Stuart Halpine  
Mr. Thomas Pilla

CUTSUMPAS, COLLINS, HANNAFIN, GARAMELLA, JABER & TUOZZOLO  
PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW

148 DEER HILL AVENUE - P. O. BOX 440, DANBURY, CONNECTICUT 06810

24

LLOYD CUTSUMPAS  
FRANCIS J. COLLINS  
EDWARD J. HANNAFIN  
JACK D. GARAMELLA  
PAUL N. JABER  
JOHN J. TUOZZOLO  
JOHN A. CURTAS\*  
PAULA FLANAGAN  
THOMAS W. BEECHER  
PAUL JAMES GARLASCO  
C. ANTHONY VOURNAZOS  
EVA M. DEFranco

December 11, 1987

AREA CODE 203  
744-2150

received  
12/11/87

\* ALSO ADMITTED KENTUCKY AND NEVADA

Honorable Joseph Sauer  
Mayor City of Danbury  
City Hall  
Danbury, Connecticut 06810

Re: Property of City of Danbury  
Maple Avenue & Garamella Boulevard

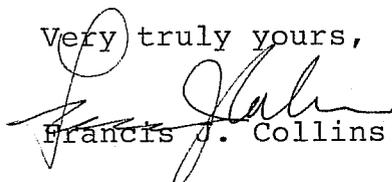
Dear Mayor Sauer:

This office represents John Holbrook who is the owner of property located at the corner of Maple Avenue and Crosby Street. The structures on my client's property were partially damaged by the Danbury Brewster Lumber Co. fire which occurred some months ago. My client is interested in reconstructing the buildings on his property for a retail/office use. While this parcel does have some on site parking, it would be beneficial to have additional parking available.

Accordingly, my client would like to lease the property owned by the City north of railroad tracks located at the southwest corner of the Maple Avenue and Garamella Boulevard intersection. This property is approximately 6/10's of an acre and would be improved by my client for use as a parking area. No buildings would be placed on the property. My client proposes a 20 year lease with two twenty year renewal options at a monthly rent of \$500.00 with a CPI increase every 10 years. My client estimates that approximately \$250,000.00 would be invested by him to install the parking area improvements. He believes this would be beneficial to the Maple Avenue area and to the City as a whole.

I would appreciate it if you would bring this proposal to the attention of the Common Council for appropriate action.

Very truly yours,

  
Francis J. Collins

Dear Mr Mayor

received  
12/21/87

75

12/14/87

Attached is a petition I had a few of my neighbors sign. I am sending the original to my Common Council representatives Mr Bourne and Mr Fazio. Anything you can do to speed the process will be appreciated.

Thank you

Laurie O'Brien  
36 Farm St  
Danbury Ct  
798-7909

12-14-87

To Whom it may concern:

We, the undersigned, now residing on Farm Street, Danbury, Ct. request that a storm drain be installed to drain the build-up of water that occurs during a heavy rain. This build-up spreads from 3 to 4 feet wide to the crest of the road from either side and into private property. During the winter months it turns to ice and is very dangerous.

The location should be at the lowest point of the street where build-up is greatest.

Name	Address
Strick O Buer	36 Farm St
Mrs Day J. Flagg	34 Farm St
Christina R. Esmer	31 Farm St.
Maria Louides Ferreira	35 Farm St.
Michael Carvajal	22 Farm St
Denise Chela	26 Farm St.
Michael James	27 Farm St.
Gilbert Ferreira	20 Farm St



received  
11-25-87  
cy

26

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

*Down*

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

**CHARLES J. MONZILLO, CHIEF**  
**(203) 796-1550**

November 24, 1987

To: Mayor Joseph H. Sauer, Jr.

From: Charles J. Monzillo, Jr.

Subject: Offer to Present the Fire Department  
With a Radio Antenna and Tower

The accompanying letter from Mr. Arthur Bennett offers the Fire Department the Radio Antenna and Tower located at 29 1/2 New Street as a gift to assist us in improving our Communications system.

It is my recommendation that we accept this gift to the City of Danbury.

Respectfully submitted,

*Charles J. Monzillo*  
Charles J. Monzillo  
Chief Fire Executive

CJM:mw  
3(a)fdtower

Enclosure (1)

*Jan agenda*

# Med-I-Chair,

## PARAMEDICS



AN ADVANCED LIFE SUPPORT SERVICE

26  
NOV 24 1987

FIRE DEPT.

November 21, 1987

Charles Monzillo  
Chief, The Danbury Fire Department  
19 New Street  
Danbury, Connecticut 06810

Dear Chief Monzillo:

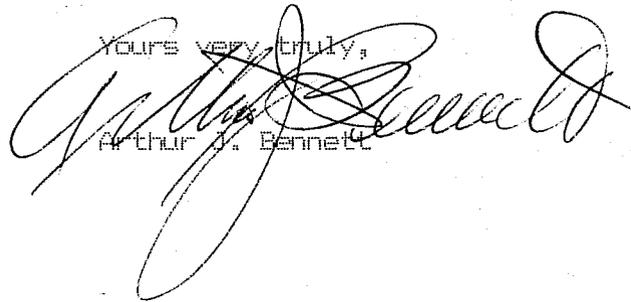
Earlier this week I was amused as I watched your Communications Officer sit in front of our New Street building eyeing up the tower on top of the building. He looked like he was almost watering at the mouth.

As you are aware, we used that tower to support our radio antenna when we operated our ambulance service from that location. The tower is no longer used actively. It had occurred to me previously that perhaps the tower would be of use to the Fire Department. When I saw the longing look in the eye of your Communications Officer, I was convinced.

I would like to offer your Department the tower. To purchase the tower on the open market would represent an investment of \$ 333.00. In addition to the tower there is a relative new coaxial cable, with sufficient extra length on the tower and in the building to allow ample freedom in relocating the tower. The cable has a value of \$ 466.00.

Please accept both of these items, if they are of use to you, as a donation to your department.

Yours very truly,

  
Arthur J. Bennett



received  
12/9/87

CITY OF DANBURY  
DANBURY, CONNECTICUT 06810

27

FIRE DEPARTMENT  
19 NEW STREET

CHARLES J. MONZILLO, CHIEF  
(203) 796-1550

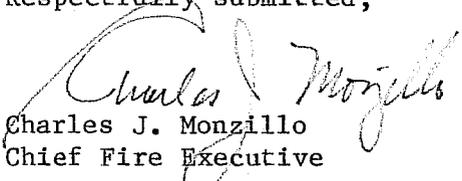
December 7, 1987

To: Mayor Joseph H. Sauer, Jr.  
From: Charles J. Monzillo, Chief Fire Executive  
Subject: Alarm Ordinance

The enclosed letter is similar to one received by Mr. Hans DeMuth at the Danbury Hilton. Because of Mr. DeMuth's letter in September of this year, I submitted a letter to Mayor Dyer requesting he appoint a review committee to hear the complaints generated by the ordinance.

I respectfully request that a review committee be established as specified by the Alarm Ordinance adopted on May 6, 1986.

Respectfully submitted,

  
Charles J. Monzillo  
Chief Fire Executive

CJM:n  
ETHALALN file  
FIRE MARSHAL disk  
Enclosure



# Ethan Allen Inn

Exit 4 I-84  
Danbury, Connecticut 06811  
203-744-1776

27

November 30, 1987

DEC 3 1987

Mayor Sauer  
City Hall  
Deerhill Avenue  
Danbury, CT 06810

FIRE DEPT.

Dear Mayor Sauer:

First let me congratulate you on your success at the polls.

Considering that you have been in office for such a short time, I am sure that you have not had time to memorize every ordinance now existing in Danbury. I would like to bring to your attention one that has become a severe problem for us, and we feel is being wrongly imposed. The ordinance I write about is "3A-45" concerning False Alarms - "Errors, Mistakes or Malfunctions".

Obviously, being a hotel, we need, desire to have, and are required by law to have and maintain a fire alarm system. The problem we are having is that when the alarm is sounded, the fire department always notes it as a malfunction and/or mistake or error. We protest their arbitrary selection of the reason for the alarms, and as a result the continuing fines of \$250.00 per occasion.

Our alarm system is sophisticated and sensitive to fire, but is not activated by Mistake, Error or Malfunction each and every time. Infact, for the ten (10) or more years that I have been managing this Inn, Mistake, Error or Malfunction of our fire alarm system represents no more than 5 or 6 alarms, and thats being generous.

Arbitrarily penalizing places of business that are required to have fire sensing monitors throughout their building for the protection of the public, is somewhat ludicrous. Particularly when in our case smoke alarms pickup smoke from whatever source and activates the fire alarm. This is not an ERROR, MISTAKE or MALFUNCTION, it is a properly operating fire alarm system.

This ordinance specifies "Error, Mistake or Malfunction". The invoice notice from the Fire Chief states "Unintentional Alarms After the Fourth False Alarms". I do not see where the two interact at all.

At this time we will no longer pay the arbitrarily imposed fine, unless the fire department can properly identify that the alarm was produced in error, by mistake or via a malfunction. If our alarm system is working properly and sounds at the first sign of smoke, we have a great fire alarm system and it may one day save lives. Just because the Fire Department does not have to come in swinging axes and dragging hoses an alarm is not FALSE



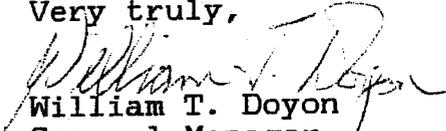
27

Attached you will find our last notice and the enclosure sent with it. Please note on the incident report "METHOD OF ALARM FROM PUBLIC" auto alarm.

The last paragraph of the letter from Chief Monzillo states a right to be heard, pursuant to the provisions of the Danbury Code of Ordinances already available to me. I have no copy of this code. Let this letter be my response to this order.

Any assistance you can give in this area will be greatly appreciated.

Very truly,

  
William T. Doyon  
General Manager

CC:   
  
Alan Schacht, Fire Marshall  
Danbury Fire Department  
Farooq Kathwari  
President, Ethan Allen



28

received  
12/22/87

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

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

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

December 21, 1987

TO: Mayor Joseph H. Sauer, Jr.  
FROM: Robert G. Ryerson   
RE: Danbury Boxing Club Communication

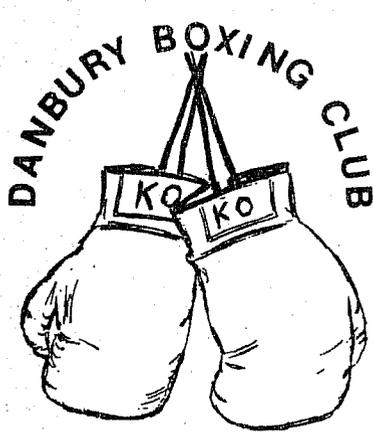
---

I have met with Mr. Repole and associates regarding their need for financial assistance.

Presently, the city gives the Danbury Boxing Club a \$1,000 grant. Fund raisers have not been able to offset financial obligations outlined in the enclosed letter.

I recommend that this request for funds be placed on the Common Council January Agenda.

RGR:tw  
Encl.



28

22 North St., Danbury, CT 06810 744-1097

7 New Street  
Danbury, Conn. 06810

Dec. 16, 1987

Mr. Robert Ryerson  
Hatters Park  
Danbury, Conn. 06810

Dear Mr. Ryerson:

As a follow up to our conversation of Dec. 16, 1987, we are sending this letter requesting financial support for the Hat City Boxing Club.

Our door has been open to all the youth of Danbury, and we have been successful in providing physical activity for a good number of boys.

The Hat City Boxing Club is a non profit organization, and the coaches and members of the board of directors are all volunteers.

Our expenses for the year total \$5100.00.

(Rent \$350.00 per month Telephone \$25.00 per month  
Electric \$50.00 per month )

Expenses have always exceeded our income, resulting in this request. Present income barely covers replacement cost of athletic equipment which frequently has to be replaced.

Your assistance will be greatly appreciated and will enable us to continue the services that we have been providing.

Thank you,

Very truly yours,

*George Repole*  
Hat City Boxing Club

**DANBURY PUBLIC SCHOOLS**  
School Administration Building, Mill Ridge  
Danbury, Connecticut 06811  
(203)797-4700

29

Walter E. Skowronski  
Director Finance & Support Services  
797-4715

November 25, 1987

Mr. Dominic Setaro  
Comptroller  
City of Danbury  
155 Deer Hill Avenue  
Danbury, CT

Dear Dom,

Please be advised that the Board of Education at its November 10, 1987 meeting adopted a revised State and Federal Budget of \$ 2,522,175 (see attached).

Please initiate necessary action to obtain authorization for this revised appropriation.

Thank you for your attention to this matter.

Sincerely,



Walter E. Skowronski,  
Director Finance & Support Services

WES/jn  
Enc.



29

# CITY OF DANBURY

155 DEER HILL AVENUE  
DANBURY, CONNECTICUT 06810

**DEPARTMENT  
OF FINANCE**

December 1, 1987

TO: Common Council via  
Mayor Joseph H. Sauer

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

RE: State and Federal Projects Budget Increase

Attached you will find a request from Mr. Walter Skowronski, Director of Finance and Support Services, Danbury Public Schools, indicating that the State and Federal Projects budget should be amended to \$2,522,175. The amount currently showing in the city's budget is \$1,995,633.

I therefore request that at the January meeting of the Common Council you place this item on the agenda so that the State and Federal Projects budget in the General Fund can be amended, to be amended from \$1,995,633 to \$2,522,175. We will increase the revenue for State and Federal Projects and the appropriations in a like amount. No certification from Contingency or the General Fund fund balance is necessary.

  
Dominic A. Setaro, Jr.

DAS/af  
Enc.

c: Walter Skowronski

<u>FEDERAL GRANTS</u>	<u>PROGRAM DESCRIPTION</u>	RECEIVED 1986 - 1987	ORIGINAL 1987 - 1988	REVISED 1987 - 1988
CHAPTER 1 ENTITLEMENT	Funds Early Childhood, Multi-Opportunities for Youth, Computer Assisted Supplementary Skills, and Supplementary Language Arts for the Non-Public Schools	\$ 465,575	\$ 446,952	\$ 523,854
CHAPTER 1 CARRYOVER	Funds the same programs as listed above	215,124	180,000	225,280
EHA VIB ENTITLEMENT	Education for the Handicapped (Special Education)	226,825	203,605	229,200
EHA VIB CARRYOVER	Funds the same programs as listed above	17,374	20,000	15,833
EHA DISCRETIONARY	Learning Essential & Pragmatic Skills (Special Ed)	-0-	-0-	10,000
CHAPTER 2 ENTITLEMENT	Educational Improvement & Support Services	74,346	63,448	83,746
CHAPTER 2 CARRYOVER	Funds the same programs as listed above	1,159	-0-	9,706
CHAPTER 2 COMPETITIVE	Write to Read Program	19,000	-0-	-0-
TRANSITION PROGRAM	Indochinese transition program for refugee children	17,182	17,182	20,930
TRANSITION PROGRAM CARRYOVER	Funds the same program as listed above	5,888	-0-	1,280
TITLE II EESA ENTITLEMENT	Math & Science Grant	8,884	8,884	8,884*
TITLE II EESA CARRYOVER	Funds the same program as listed above	-0-	-0-	4,102
CACD/HEAD START	Community Action's contribution for the Head Start Program	161,735	165,000	165,000
ADULT BASIC EDUCATION	Basic education to adults/ESL/GED preparation	14,857	14,857	14,857
PRESCHOOL INCENTIVE	Services for birth to three year olds (Special Ed)	59,439	64,874	64,874
EMERGENCY IMMIGRATION	Services for immigrant students	21,684	21,684	22,499
JTPA	Job Opportunities & Basic Skills Training Program	100,025	87,825	61,000**
JTPA	Get It Together Program - Drop out prevention	20,000	20,000	-0-
CARL PERKINS	Vocational Education	46,579	47,019	60,762
PL 99-570	Drug Free Schools (Drug & Alcohol Abuse)	-0-	-0-	22,746
	TOTAL FEDERAL GRANTS	\$ 1,475,676	\$ 1,361,330	\$ 1,544,553
<u>STATE GRANTS</u>				
PA 481	Health & Welfare for Non-Public Schools	\$ 247,814	\$ 261,433	\$ 256,677
PA 604 ENTITLEMENT	GTB - Head Start	129,361	137,016	137,016
PA 604 CARRYOVER	Funds the same program as listed above	25,251	-0-	5,460
ADULT BASIC EDUCATION	Basic education to adults/ESL/GED preparation	31,089	31,089	41,629
STATE SERVICES BLIND	Services for blind children	17,408	32,400	17,408*
PA 87-2	Professional Development	18,991	-0-	37,681
PA 87-2	Teacher Career Incentive	-0-	-0-	14,841
EERA	Funds same programs as Chapter 1 (except Non-Publics)	129,052	161,315	146,923
CBEA	Services for bilingual students	17,680	11,050	10,801
PA 87-357 COMPETITIVE	Extended Day Kindergarten Program	-0-	-0-	99,500
	Drop Out Prevention	-0-	-0-	17,735
	TOTAL STATE GRANTS	\$ 616,646	\$ 634,303	\$ 825,671
<u>OTHER GRANTS</u>				
HEAD START	Local contribution for the Head Start Program	\$ 26,677	\$ -0-	\$ 68,489
ADULT BASIC EDUCATION	Local contribution for the Adult Basic Education Program - mandated program	36,924	-0-	51,375
ADULT BASIC EDUCATION	Tuition paid to our district to provide Adult Basic Education for the cooperating districts	6,087	-0-	6,087
DCYS	Department of Children & Youth Services - for Roberts Avenue after-school program	12,500	-0-	26,000
	TOTAL OTHER GRANTS	\$ 82,188	\$ -0-	\$ 151,951
	TOTAL FEDERAL/STATE/OTHER GRANTS	\$ 2,174,510	\$ 1,995,633	\$ 2,522,175

\* Based on previous years entitlement

30

December 3, 1987

Mayor J. Sauer

City Hall

Dear Mayor Sauer:

Thank you for your support of the Library's renovation project. With an additional \$61,275, this project will be completed and library patrons will enjoy increased seating and improved access to and security for specialized research materials.

I understand that the Common Council must authorize the transfer of \$61,275 from the City's surplus funds to this project. Will you please place this item on the agenda for the January Common Council meeting?

Sincerely,

  
Betsy Lyke  
Director

cc: D. Setaro



received  
12/14/87

31

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

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

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

December 14, 1987

TO: Mayor Joseph H. Sauer, Jr. and  
Members of the Common Council  
FROM: Robert G. Ryerson *Robert Ryerson*  
RE: Tarrywile Park - Mansion Rehabilitation

Department Head Members of the Tarrywile Park Committee have recommended that a request for funding be sent to the Common Council.

Funding for Tarrywile Park renovations began in Fiscal Year 1985-86 at a yearly appropriation of \$200,000. That \$600,000 total appropriation has been added to by a \$35,000 reimbursement for the heir's share of the dam restoration.

To date, \$356,834.39 has been expended on repairs to the greenhouse, carriage house, Montessori School, mansion and support services (parking lots, marking boundaries) and castle (demolition of 3rd floor). The restoration of the dam was awarded on Dec. 8th at a cost amounting to \$78,000. Projected expenses (\$25,000) for architectural services (Pozzi Assoc.) at the castle, architectural services for the mansion (\$40,000), and erecting a temporary roof (\$50,000) leaves an unexpended balance of approximately \$85,000.

One bid was received on Tues., Dec. 1st, 1987 for Phase II renovations to the mansion, which includes code compliances to allow public use of the building. This is the breakdown of that bid by E. J. Dahill, and will be valid until March 1st, 1988:

Base Bid.....	\$210,574
Hcp. Lavatory.....	21,000
Hcp. Ramp.....	24,390
Porch Reframing.....	38,362
	<u>\$294,326</u>
Estimated Architect Fees during construction.....	11,000
	<u>\$305,326</u>

*ok to certify*  
*JES*

31

After this work, another \$25,000 is needed to erect a fire rated ceiling between the 1st floor and the basement. At this point, the building will be ready for use as a community center.

I am requesting \$300,000 to complete work on the mansion, which will ensure its opening during the summer of 1988.

Delay in funding this project until Fiscal Year 1988-89 would cause these concerns:

1. The city has received only one bid on this project. If we wait until July 88 to rebid, there are no guarantees that the company will pursue the project
2. Another year will go by without using the building after a very successful community supported Designers Showcase raised \$60,000 to furnish its interior

Department Head Members of Tarrywile Park include Basil Friscia, Rich Palanzo, Jack Schweitzer, Susan Steiner and myself. We are at the services of the Common Council.

RGR:tw



# CITY OF DANBURY

155 DEER HILL AVENUE  
DANBURY, CONNECTICUT 06810

31

**DEPARTMENT  
OF FINANCE**

December 23, 1987

Certification #38

TO: Common Council via  
Mayor Joseph H. Sauer

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

I hereby certify the availability of \$300,000.00 to be transferred from the General Fund fund balance to capital account #02-11-000-880002, Tarrywile Park Restoration.

Balance of G.F. Fund Balance	\$1,863,537.85
Less pending requests	76,296.00
Less this request	300,000.00
	<u>\$1,487,241.85</u>

  
Dominic A. Setaro, Jr.

DAS/af

December 21, 1987

*32*

Jimmetta Samaha  
Assistant City Clerk  
Danbury City Hall  
Danbury, Connecticut 06810

Barry Connell  
Councilman - Second Ward  
Danbury Common Council  
Danbury, Connecticut

Dear Jimmetta,

I would appreciate it if you will add to the January Common Council agenda the following:

1. Water problems at 5 and 7 Apple Blossom Lane.

Basically, the problem involves flooding of basements which has manifested itself during the construction of Barclay Condominiums and has continued to the present. Prior to the construction there was no flooding problem.

I am in receipt of a letter from Ms. Catherine Pope, 5 Apple Blossom Lane that describes the problems being encountered by her and Ms. Violet M. Comer who resides at 7 Apple Blossom Lane.

Respectfully Requested,

*Barry J. Connell*

Barry Connell  
Councilman - Second Ward



133

# CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

JOSEPH H. SAUER, Jr.  
MAYOR

December 28, 1987

Dear Council Members,

I respectfully request that you form a committee to review our plans for opening a rear entrance to Commerce Park over an existing road currently owned by the Stony Hill Corporation (the former Berol property).

The Council approved acquisition of this land through eminent domain proceedings in September. This approval is still in effect.

Through ongoing negotiations with SHC, we now are developing plans to open the roadway on a temporary basis for public use, with additional plans being drafted for a more permanent solution. I would like to keep the Council informed of developments through this new committee.

Sincerely yours,

Joseph H. Sauer, Jr.



34

# CITY OF DANBURY

135 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

Robert T. Resha  
CORPORATION COUNSEL  
ERIC L. GOTTSCHALK  
LASZLO L. PINTER  
SANDRA V. LEHENY

PLEASE REPLY TO.

ASSISTANT CORPORATION  
COUNSEL

DANBURY, CT 06810

December 14, 1987

Hon. Joseph H. Sauer, Jr.  
Hon. Members of the Common Council  
City of Danbury  
Danbury, Connecticut

Re: Estate of Ella V. Hull

Dear Mayor and Council Members:

Pursuant to the provisions of Subsection 10-237(c) of the Connecticut General Statutes, the Danbury Board of Education has authority to accept the \$1,000 legacy offered in accordance with the terms of the last will and testament of the late Ella V. Hull. It is, therefore, suggested that the matter presented to the Common Council as Item No. 44 on the December 1, 1987 agenda be referred to the Board of Education for its consideration.

Sincerely,

Robert T. Resha  
Corporation Counsel

RTR:cr



MS

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

Robert T. Resha  
CORPORATION COUNSEL  
ERIC L. GOTTSCHALK  
LASZLO L. PINTER  
SANDRA V. LEHENY

ASSISTANT CORPORATION  
COUNSEL

PLEASE REPLY TO

DANBURY, CT 06810

January 5, 1988

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

Re: Pac vs. Danbury - Referendum

Dear Mayor and Common Council Members:

During the course of my review of the January Common Council agenda I discovered an unfortunate typographical error in my letter which appears before you as Item No. 35. In the first paragraph of that communication I advised that local funding for the waste water treatment plant renovations must be finalized on or before September 15, 1988. In fact, Pac vs. Danbury, the related law suit, requires that local funding be secured on or before April 15 1988. Please correct your copy. I apologize for the oversight, it probably represented wishful thinking on my part.

Sincerely,

Eric L. Gottschalk  
Assistant Corporation Counsel

ELG:cr

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



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

35

Robert T. Resha  
CORPORATION COUNSEL  
ERIC L. GOTTSCHALK  
LASZLO L. PINTER

PLEASE REPLY TO:

ASSISTANT CORPORATION  
COUNSEL

January 5, 1987

DANBURY, CT 06810

Hon. Joseph H. Sauer, Jr.  
Hon. Members of the Common Council  
City of Danbury  
Danbury, Connecticut

Re: Pac vs. Danbury - Referendum

Dear Mayor and Council Members:

In accordance with the settlement in the case of Pac v. Danbury concerning renovations to the City's Waste Water Treatment Plant, the City is obliged to secure appropriate local funding for this project, and advise the State that it has done so, on or before September 15, 1988.

In order to meet this deadline, I have contacted bond counsel S. Frank D'Ercole, Esq. of Robinson and Cole and asked that he prepare the necessary ordinance for your consideration.

Please establish a committee so that when bond counsel has completed work on the ordinance it may be forwarded to the committee for its review, report and recommendation.

Sincerely yours,

Eric L. Gottschalk  
Assistant Corporation Counsel

ELG:cr

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

AMENDED BY PUBLIC ACT 85-107, SECTION 126 OF PUBLIC ACT 85-613 AND SECTIONS 1 TO 5, INCLUSIVE, OF THIS ACT. 7/6

(d) THE COMMISSIONER OF CONSUMER PROTECTION MAY BY REGULATION CHANGE THE SCHEDULE IN WHICH A SUBSTANCE CLASSIFIED AS A CONTROLLED SUBSTANCE IN SCHEDULES I TO V OF SECTION 21a-242, AS AMENDED BY PUBLIC ACT 85-107, SECTION 126 OF PUBLIC ACT 85-613 AND SECTIONS 1 TO 5, INCLUSIVE, OF THIS ACT, IS PLACED ON OR BEFORE DECEMBER 15, 1986, AND ANNUALLY THEREAFTER, THE COMMISSIONER SHALL SUBMIT A LIST OF ALL SUCH SCHEDULE CHANGES TO THE CHAIRMEN AND RANKING MEMBERS OF THE JOINT STANDING COMMITTEE OF THE GENERAL ASSEMBLY HAVING COGNIZANCE OF MATTERS RELATING TO PUBLIC HEALTH.

(e) A new or amended regulation under this chapter shall be adopted [pursuant to sections 4-166 to 4-174, inclusive] IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 54.

Sec. 7. This act shall take effect from its passage.

Approved May 6, 1986

Senate Bill No. 67

PUBLIC ACT NO. 86-97

*See top of next page*

AN ACT CONCERNING THE AUTHORITY OF THE COMMISSIONER OF ENVIRONMENTAL PROTECTION IN ADMINISTRATION OF FOREST FIRE PREVENTION AND CONTROL PROGRAMS AND AUTHORIZING MUNICIPALITIES TO ESTABLISH PENSION SYSTEMS FOR MEMBERS OF VOLUNTEER FIRE DEPARTMENTS.

Section 1. Section 7-323o of the general statutes is repealed and the following is substituted in lieu thereof:

There is established the position of state fire administrator who shall be appointed by the commission and who shall: [(a)] (1) Carry out the requirements of section 7-323n; [(b)] (2) administer federal funds and grants allocated to the fire services of the state; [(c)] (3) provide technical assistance and guidance to fire fighting forces of any state or municipal agency; [(d)] (4) develop a centralized information and audiovisual library regarding fire prevention and control; [(e)] (5) accumulate, disseminate and analyze fire prevention data; [(f)] (6) recommend specifications of fire service materials and equipment and assist in the purchasing thereof; [(g)] (7) assist in mutual aid coordination; [(h)] (8) coordinate fire programs with those of the other states; [(i)] (9) assist in communications coordination; [(j)] (10) establish and maintain a fire service information program, and [(k)] (11) review the purchase of fire apparatus or equipment at state institutions, facilities and properties and, on and after July 1, 1985, coordinate the training and education of fire service personnel at such institutions, facilities and properties. THE PROVISIONS OF THIS SECTION SHALL NOT BE CONSTRUED TO APPLY TO FOREST FIRE PREVENTION AND CONTROL PROGRAMS ADMINISTERED BY THE COMMISSIONER OF ENVIRONMENTAL PROTECTION PURSUANT TO SECTIONS 23-33 TO 23-57, INCLUSIVE.

Sec. 2 Subdivision (5) of subsection (c) of section 7-148 of the general statutes is repealed and the following is substituted in lieu thereof:

(5) (A) Provide for and establish pension systems for the officers and employees of the municipality AND FOR THE ACTIVE MEMBERS OF ANY VOLUNTEER FIRE DEPARTMENT OF THE MUNICIPALITY, and establish a system of qualification for the tenure in office of such officers and employees, provided the rights or benefits granted to any individual under any municipal retirement or pension system shall not be diminished or eliminated;

(B) Establish a merit system or civil service system for the selection and promotion of public officials and employees. Nothing in this subparagraph shall be construed to validate any merit system or civil service system established prior to May 24, 1972;

(C) Provide for the employment of and prescribe the salaries, compensation and hours of employment of all officers and employees of the municipality and the duties of such officers and employees not expressly defined by the constitution of the state, the general statutes, charter or special act.

Sec. 3. This act shall take effect from its passage except section 1 shall take effect October 1, 1986.

Approved May 8, 1986

Substitute House Bill No. 5400

PUBLIC ACT NO. 86-98

AN ACT CONCERNING INSURANCE REFORM.

Section 1. Section 1 of public act 85-156 is repealed and the following is substituted in lieu thereof:

(a) [No] ON OR AFTER OCTOBER 1, 1986, NO insurer shall refuse to renew any policy which is subject to the requirements of chapter 682a [of the general statutes] unless such insurer or its agent shall send, by registered or certified mail or by mail evidenced by a certificate of mailing, or deliver to the named insured, at the address shown in the policy, at least [thirty] SIXTY days' advance notice of its intention not to renew. The notice of intent not to renew shall state or be accompanied by a statement specifying the reason for such nonrenewal. This section shall not apply: (1) in case of nonpayment of premium; or (2) if the insured fails to pay any advance premium required by the insurer for renewal, provided, notwithstanding the failure of an insurer to comply with this subsection, with respect to automobile liability insurance policies the policy shall terminate on the effective date of any other insurance policy with respect to any automobile designated in both policies.

(b) [A] ON OR BEFORE SEPTEMBER 30, 1987, A premium billing notice for any policy subject to the requirements of chapter 682a, [of the general statutes,] except a workers' compensation policy, shall be mailed or delivered to the insured by the insurer or its agent not less than [thirty] FORTY-FIVE days in advance of the renewal date or the



# CITY OF DANBURY

155 DEER HILL AVENUE  
DANBURY, CONNECTICUT 06810

~~JAMES E. DYER, MAYOR~~

*30*

COMMON COUNCIL

January 5, 1987

Honorable Joseph H. Sauer  
Honorable Members of the Common Council

Dear Mayor and Council Members:

I respectfully request that an ad hoc committee be appointed to review the attached legislation and hopefully to implement said legislation for our own volunteer firemen.

Sincerely,

*Bernard P. Gallo*

Bernard P. Gallo  
Councilman - 2nd Ward

37

December 29, 1987

Mayor J. Sauer

City Hall

Dear Mayor Sauer:

The Library has received two donations totaling \$60.00. I would like to put the money into the Library's RECORDINGS line item (02-07-101-061203) to purchase compact discs.

Will you place this item on the agenda for the January Common Council meeting?

Sincerely,

  
Betsy Lyke  
Director

cc: City Clerk



38

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REVISED

December 29, 1987

Honorable Mayor Joseph Sauer  
Members of the Common Council

Recent developments at Danbury Airport as reported by the News-Times highlighting dispute between F.B.O.'s (fixed based operators), the Airport Commission and Airport Administrator is causing increased concern. Pursuant to this, I feel it appropriate at this time to request that a five-member committee be established to investigate and review this situation the general operations of the airport as it relates to FBO's.

Respectfully,

Lovie D. Bourne



38

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

COMMON COUNCIL

December 29, 1987

Honorable Mayor Joseph Sauer  
Members of the Common Council

Recent developments at Danbury Airport as reported by the News-Times highlighting dispute between F.B.O. (fixed based operators), the Airport Commission and Airport Administrator is causing increased concern. Pursuant to this, I feel it appropriate at this time to request that a five-member committee be established to investigate and review this situation.

Respectfully,

Lovie D. Bourne



# CITY OF DANBURY

39

Robert T. Resha  
CORPORATION COUNSEL  
ERIC L GOTTSCHALK  
LASZLO L PINTER  
SANDRA V LEHENY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

ASSISTANT CORPORATION  
COUNSEL

PLEASE REPLY TO

DANBURY, CT 06810

December 23, 1987

TO: DOMINIC A. SETARO, JR., ACTING DIRECTOR OF FINANCE-  
COMPTROLLER

FROM: LASZLO L. PINTER, ASSISTANT CORPORATION COUNSEL

RE: PROPOSED LEASES FOR CITY OF DANBURY PROPERTIES

Attached you will find copies of each of the three leases at Hatters Park, Montessori and Tarrywile Park. You will note that changes have been made to the provisions for insurance as well as the maintenance paragraph contained within the Montessori Lease.

Please note that all of these leases have January 1, 1988 as commencement dates. Naturally, due to the delay in the negotiation period the commencement date on these leases will not comply with the January 1st date. I would imagine that we will be well into February by the time the Common Council has seen and or approved these leases.

You will also note, as I have indicated in a earlier memo, that Bear Mountain Reservation is awaiting a selection of tenants and the Old Quarry Nature Center is awaiting response from Craig Johnson as to the survey which Craig Johnson originally requested from John Schweitzer back in March.

Please advise Rick or myself further when you have had an opportunity to review these matters.

*LLP*

---

Laszlo L. Pinter

LLP:mas  
Enc.



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

39

**DEPARTMENT  
OF FINANCE**

December 28, 1987

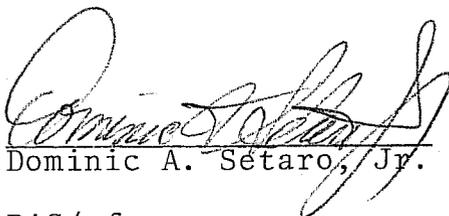
TO: Common Council via  
Mayor Joseph H. Sauer

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

RE: Proposed Leases

Attached you will find copies of leases for Hatters Park, Montessori School, and the Carriage House at Tarrywile Park. These leases have been drawn up as a result of meetings held by the Properties Review Board which was established over a year ago by the Common Council. At this point I would recommend that these items be placed on the January agenda of the Common Council and that a committee be formed to review the leases and also the status of the Properties Review Board.

As you know, I have discussed with you in the past the problems that the Properties Review Board has had over the last year in reviewing the leasing of city owned property.



Dominic A. Setaro, Jr.

DAS/af  
Enclosures

# This Indenture,

39

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

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

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

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

~~For the term of~~ ~~from the~~ ~~day of~~ ~~A. D. 19~~  
~~xxxxxx~~ ~~xxxxxx~~ ~~xxxxxx~~ ~~xxxxxx~~  
~~xxxxxx~~ ~~xxxxxx~~ ~~xxxxxx~~ ~~xxxxxx~~  
~~xxxxxx~~ ~~xxxxxx~~ ~~xxxxxx~~ ~~xxxxxx~~  
~~xxxxxx~~ ~~xxxxxx~~ ~~xxxxxx~~ ~~xxxxxx~~

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 (keeping all the covenants hereinbefore contained) to occupy, possess and enjoy said premises during the term aforesaid, without hindrance or molestation from Lessor or any person claiming by, from or under it.

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

29

**Provided, however,**

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

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

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

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

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

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

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

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

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

AND THE LESSEE FURTHER AGREES AS FOLLOWS:

1. Lessee agrees to pay all utilities used on the premises.
2. Lessee agrees to maintain the premises, and perform general repairs and maintenance at its sole expense. Structural repairs shall be performed by the Lessee based upon the parties mutual agreement as to scope.

- 3. Lessee agrees to maintain during the course of the Lease agreement an insurance policy insuring premises, operations and tentative liability including property damage and personal or bodily injury liability as well as molestation. Said policy shall be in the minimum amount of \$500,000. per occurrence; tenant liability insurance to be in an amount not lower than \$300,000. All insurance certificates shall name the City of Danbury as additional insured, shall specify a thirty day cancellation period and shall be submitted to Lessor for approval prior to the execution of this agreement.
- 4. Lessee agrees to take the leased premises in an As Is condition as of the execution of this Agreement. In addition, Lessee agrees to maintain the lease premises in conformance with the Building Code of the State of Connecticut as amended. Lessor will advise Lessee of any lack of compliance therewith.

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

*Signed, Sealed and Delivered in presence of*

	THE CITY OF DANBURY (LESSOR)	TS
	Joseph H. Sauer, Jr., Mayor	TS
		TS
	Elizabeth Jowdy d/b/a Anderson Montessori School	TS

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

On this the \_\_\_\_\_ day of \_\_\_\_\_, 1987, before me, Laszlo L. Pinter, the undersigned officer, personally appeared Elizabeth Jowdy d/b/a/ Anderson Montessori School, known to me (or satisfactorily proven) to be the person whose name 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.

\_\_\_\_\_  
Laszlo L. Pinter  
Commissioner of Superior Court

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

On this the \_\_\_\_\_ day of \_\_\_\_\_, 1987, before me, Laszlo L. Pinter, the undersigned officer, personally appeared Joseph H. Sauer, Mayor of the City of Danbury, a corporation, and that he as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Mayor.  
In Witness Whereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Laszlo L. Pinter  
Commissioner of Superior Court  
  
Title of Officer

# This Indenture,

39

Made by and between the City of Danbury, 155 Deer Hill Avenue, Danbury, Connecticut,

**Lessor**, and William Ambrose and Mary Ambrose, Hatters Community Park, 7 East Hayestown Road, Danbury, Connecticut

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

A single-family dwelling located at Hatters Community Park, which dwelling is outlined and referenced on a map attached hereto and marked as Schedule A.

for the term of one year \* from the first day of January A. D., 19 88, for the monthly rent of Five Hundred and Thirty-Seven (\$537.00) \*\* Dollars, payable in ~~cash~~ ~~payments of~~ ~~Dollars;~~ ~~cash~~ ~~on or before the~~ ~~day of~~ first day of each month of the lease period.

\* With option to renew for an additional one (1) year period by Lessees.

\*\* Increased annually on the first of each January by the percentage increase in Lessee's salary divided by two (2) which increase shall have occurred during each annual period.

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

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

TO:

- (a) Undertake surveillance of the property twice each day; once at dusk and once before retiring for the evening. Surveillance on weekends means inspection of the banquet room and picnic pavillion by 7:30 a.m.
  - (b) Be the contact person for groups using the facilities.
  - (c) Make necessary calls for emergencies, i.e. plumbing problems, electrical problems.
  - (d) Call the Police Department when necessary and log calls pertaining to disruptive incidents.
  - (c) Notify Parks and Recreation Director if he is going to be away for an extended period of time.
3. In the event that LESSEE'S employment is terminated by LESSOR, notification to LESSEE of such termination shall operate as thirty (30) days notice of termination of this agreement.
  4. LESSEE agrees to maintain during the course of this lease an insurance policy for tenant's liability in the minimum amount of \$300,000. per occurance. Said policy shall name the City of Danbury as additional insured, shall specify a thirty day cancellation period and shall be submitted to Lessor for its approval prior to the execution of this agreement.

39

**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 87.

*Signed, Sealed and Delivered in presence of*

_____	CITY OF DANBURY (LANDLORD)	
_____	By: _____ Joseph H. Sauer, Jr., Mayor	
_____	By: _____ William Ambrose, Tenant	
_____	By: _____ Mary Ambrose, Tenant	

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

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.

\_\_\_\_\_  
\_\_\_\_\_

Title of Officer

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

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

of \_\_\_\_\_, a corporation, and that he as such 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

# This Indenture,

39

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

**Lessor**, and ROBERT RYERSON and KARLA RYERSON of 95 Linron Drive in Danbury, Connecticut hereinafter referred to as the

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

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

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

The rent pursuant to this agreement shall be Six Hundred and Twenty-Six (\$626.00) Dollars per month for the term of this lease, payable on or before the first day of each month thereof, and increased annually on the first of each January by the percentage increase in LESSEE'S salary divided by two (2) which increase shall have occurred during each annual period.

~~for the term of~~ ~~for the~~ ~~payable in~~ ~~each month of the~~ ~~term of~~ ~~payments of~~ ~~days of~~ ~~and to~~ ~~Dollars~~ ~~Dollars,~~

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

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

**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 Lessees 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 Lessees hereby waive all right to any notice to quit possession, as prescribed by the statute relating to summary process.

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

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

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

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

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

AND THE LESSEES FURTHER AGREE AS FOLLOWS:

1. LESSEES shall pay a security deposit in the amount of one (1) month's rent which shall be deposited with LESSOR as security of LESSEES' faithful performance of their obligations hereunder.
2. In addition to the rent agreed upon in this Lease, LESSEES agree to do the following as part of the consideration of this Lease:

TO undertake:

(a) Surveillance of the property including the greenhouse area, mansion, orchards and gatehouse. Such surveillance shall be done twice each day.

(b) Inspect the mansion, greenhouse and gatehouse daily before

- (c) Be the contact person for groups using the facility.
  - (d) Make necessary calls for emergencies, i.e. police, fire.
  - (e) Notify the Mayor of the City of Danbury if LESSEES are to take an extended absence.
3. Lessee agrees to maintain during the course of this lease an insurance policy for tenant's liability in the minimum amount of \$300,000. per occurrence. Said policy shall name the City of Danbury as additional insured, shall specify a thirty day cancellation period and shall be submitted to Lessor for its approval prior to the execution of this agreement.

**In Witness Whereof**, the parties hereto have hereunto set their hands and seals, and to a duplicate of the same tenor and date, this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19<sup>87</sup>

*Signed, Sealed and Delivered in presence of*

_____	City of Danbury, Lessor	
_____	By:	
	Joseph H. Sauer, Jr., Mayor	
_____	By:	
	Robert G. Ryerson, Tenant	
_____	By:	
	Karly Ryerson, Tenant	

State of Connecticut, }  
County of } SS.

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  
executed the same for the purposes therein contained. subscribed to the within instrument and acknowledged that he

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

State of Connecticut, }  
County of } SS.

\_\_\_\_\_  
Title of Officer

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

of \_\_\_\_\_, a corporation, and that he as such  
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

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

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

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

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

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

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

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

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

**And the Lessee**s 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 THE LESSEES FURTHER AGREE AS FOLLOWS:

1. Lessees shall pay a security deposit in the amount of one month's rent which shall be deposited with LESSOR as security for LESSEES' faithful performance of their obligations hereunder.
2. In addition to the rent agreed upon in this Lease, William Ambrose agrees to do the following as part of the consideration of this Lease:

Peter U. Green  
15 Frandon Drive  
Danbury, CT 06811

40

December 17, 1987

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

Dear Mayor Sauer:

Danbury Tax Assessor Anne DeFlumeria has stated that people entitled to property tax exemptions "...will continue to receive the benefits they got last year." As a result of the latest revaluation and assessment this unfortunately means that the veterans exemptions will be further eroded - almost to the point of becoming meaningless. This occurs at a time when we are finally accepting our responsibility for recognizing and appreciating veterans for their sacrifices and the dedication with which they served our country.

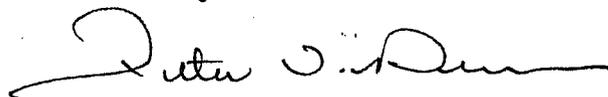
The Grand List has increased from \$1.3 billion to \$4 billion since the 1977 assessment - a 300% increase. Owners of homes, especially those homes over ten years old, are acutely aware however; that the actual increase in assessed value is considerably higher - closer to 400% or more.

The current \$1,500 veterans exemption on real property represents 3-4% of the 1977 average assessed property value of \$44,000. Now that same \$1,500 represents approximately 1% of the average home's taxable value of \$143,300.

To correct this inequity the veterans exemption needs to be increased to at least \$5,000 or be revised to a fixed percentage of the assessed property value - perhaps 5%.

I am therefore requesting that this item be placed on the Common Council Agenda for the January, 1988 meeting for appropriate action.

Sincerely,



Peter U. Green

cc: James E. Nimmons, Jr.  
Common Council President



RECEIVED  
DEC 14 1987

received  
12/16/87

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

41

~~JAMES K. DYER, MAYOR~~

DEPARTMENT  
OF FINANCE

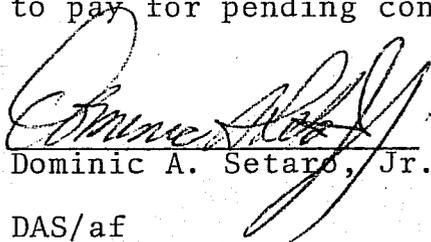
December 11, 1987

MEMO TO: Basil Friscia, Director of Public Works

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

RE: Traffic Signalization - Garamella Boulevard

Recently you and I discussed the monies that would be available to finish the traffic signalization on the corner of Garamella Boulevard and Main Street. As a result of some recent change orders which amount to approximately \$58,000, which have not been approved, but I understand they are being currently negotiated in reference to the Hayestown Avenue project, it appears that there may not be enough funds to complete the traffic signalization. If the \$58,000 figure is lowered, then there is a possibility we will have those monies available. Once I receive official notification from Jack Schweitzer, then we can make a final determination on that traffic signalization. I might add, though, I am going to close out this bond issue very soon. My suggestion is you request these funds from the Common Council since any excess bond issue funds may be needed to pay for pending condemnation appeals.

  
 \_\_\_\_\_  
 Dominic A. Setaro, Jr.  
 DAS/af



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

~~JAMES E. DWYER, MAYOR~~

RECEIVED  
DEC 14 1987

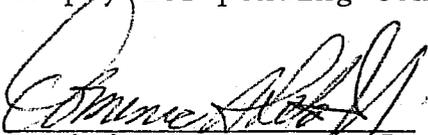
41

DEPARTMENT  
OF FINANCE

December 11, 1987

MEMO TO: Basil Friscia, Director of Public Works  
FROM: Dominic A. Setaro, Jr., Acting Director of Finance/  
Comptroller  
RE: Traffic Signalization - Garamella Boulevard

Recently you and I discussed the monies that would be available to finish the traffic signalization on the corner of Garamella Boulevard and Main Street. As a result of some recent change orders which amount to approximately \$58,000, which have not been approved, but I understand they are being currently negotiated in reference to the Hayestown Avenue project, it appears that there may not be enough funds to complete the traffic signalization. If the \$58,000 figure is lowered, then there is a possibility we will have those monies available. Once I receive official notification from Jack Schweitzer, then we can make a final determination on that traffic signalization. I might add, though, I am going to close out this bond issue very soon. My suggestion is you request these funds from the Common Council since any excess bond issue funds may be needed to pay for pending condemnation appeals.

  
Dominic A. Setaro, Jr.

DAS/af



**CITY OF DANBURY**  
155 DEER HILL AVENUE  
DANBURY, CONNECTICUT 06810

41

**PUBLIC WORKS**  
**(203) 797-4537**

**BASIL J. FRISCIA**  
**DIRECTOR OF PUBLIC WORKS**

December 15, 1987

TO: MAYOR JOSEPH H. SAUER & MEMBERS OF THE COMMON COUNCIL  
FROM: B.J. FRISCIA, DIRECTOR OF PUBLIC WORKS 

The Road Improvement Bond Issue is slowly coming to an end. The planned projects are complete and what remains are various "Punch List" items that required repair and numerous change order requests that need payment.

A very important item that needs addressing is the traffic signalization at the intersection of Garamella Boulevard and Main Street. The alterations involve the timing issue for the pre-emption phase between the Conrail system and the road signalization. The State DOT has issued a temporary road opening permit contingent upon completion of the alterations.

Conrail has submitted a quote of \$19,000 to accomplish this work. To our best estimates no money remains in the Bond Issue to do this work. Therefore, I am requesting that \$19,000 be released from the contingency account to cover the cost of this request.

BJF:mp

cc: D. Setaro  
J. Schweitzer



**CITY OF DANBURY**  
155 DEER HILL AVENUE  
DANBURY, CONNECTICUT 06810



**PUBLIC WORKS**  
**(203) 797-4537**

**BASIL J. FRISCIA**  
**DIRECTOR OF PUBLIC WORKS**

December 15, 1987

TO: MAYOR JOSEPH H. SAUER & MEMBERS OF THE COMMON COUNCIL  
FROM: B.J. FRISCIA, DIRECTOR OF PUBLIC WORKS 

The Road Improvement Bond Issue is slowly coming to an end. The planned projects are complete and what remains are various "Punch List" items that required repair and numerous change order requests that need payment.

A very important item that needs addressing is the traffic signalization at the intersection of Garamella Boulevard and Main Street. The alterations involve the timing issue for the pre-emption phase between the Conrail system and the road signalization. The State DOT has issued a temporary road opening permit contingent upon completion of the alterations.

Conrail has submitted a quote of \$19,000 to accomplish this work. To our best estimates no money remains in the Bond Issue to do this work. Therefore, I am requesting that \$19,000 be released from the contingency account to cover the cost of this request.

BJF:mp

cc: D. Setaro  
J. Schweitzer



41

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

**DEPARTMENT  
OF FINANCE**

December 18, 1987

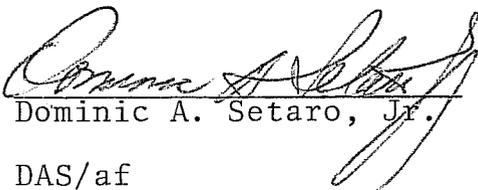
Certification #37

TO: Common Council via  
Mayor Joseph H. Sauer

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

I hereby certify the availability of \$19,000.00 to be transferred from the General Fund fund balance to a new capital line item entitled Traffic Signalization - Garamella Boulevard.

Balance of G.F. Fund Balance	\$1,863,537.85
Less pending request	57,296.00
Less this request	19,000.00
	<hr/>
	\$1,787,241.85

  
\_\_\_\_\_  
Dominic A. Setaro, Jr.  
DAS/af



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

42

COMMON COUNCIL

## PROGRESS REPORT

November 5, 1987

Honorable Mayor James E. Dyer  
Honorable Members of the Common Council

Re: Pothole Problems in the Candlewood Vista Area

The ad hoc committee appointed to review the pothole problems in the Candlewood Vista area met on Wednesday, October 21, 1987 at 7:30 P.M. in the Fourth Floor Lobby in City Hall. In attendance were committee member DeMille, Basil Friscia, Dan Minahan, Stephen Moros, and David Lane. Committee members Philip and Butera were absent. In the absence of a quorum, an informal meeting was held.

Mr. DeMille stated that he had reviewed the problem which appeared to be more of a problem of the shoulders breaking down rather than potholes. Mr. Moros concurred. Mr. DeMille also stated that he requested Mr. Friscia to add a sufficient sum to his 1988 budget to cover the repairs being done. Mr. Friscia replied that the season has run out for road repair, but the necessary work will be completed in the spring. He stated that this would include only Candlewood Vista and Brighton Street as the others in the area have not as yet been accepted by the City.

Mr. Minahan reviewed the history of road repair in the area from his files dating back to 1971. Mr. Moros then stated that these efforts were acceptable but now the situation called for more. Another resident, David Lane asked for a meeting with Dan Minahan this spring before work is to begin. This will be granted. Meeting adjourned at 7:50 P.M.

Respectfully submitted,

---

JOHN DeMILLE, Chairman

---

PETER PHILIP

---

JANET BUTERA



received  
12-9-87

42

**CITY OF DANBURY**  
**155 DEER HILL AVENUE**  
**DANBURY, CONNECTICUT 06810**

**PUBLIC WORKS**  
**(203) 797-4537**

**BASIL J. FRISCIA**  
**DIRECTOR OF PUBLIC WORKS**

December 8, 1987

TO: MAYOR JOSEPH H. SAUER & MEMBERS OF THE COMMON COUNCIL  
FROM: B.J. FRISCIA, DIRECTOR OF PUBLIC WORKS *BM*  
SUBJECT: ROAD CONDITIONS--CANDLEWOOD VISTA \* BRIGHTON STREET

At the December 1987 Common Council meeting I was requested to investigate the road conditions of subject roads.

This petition was received by the Common Council in September 1987. On October 21, 1987, Dan Minahan and I attended an Ad Hoc committee meeting to discuss this petition. The report on the outcome of the meeting is attached.

I have added these roads to the list of roads to be considered for paving in 1988.

BJF:mp

cc: D. Minahan



**CITY OF DANBURY**  
155 DEER HILL AVENUE  
DANBURY, CONNECTICUT 06810

42

**PUBLIC WORKS**  
**(203) 797-4537**

**BASIL J. FRISCIA**  
**DIRECTOR OF PUBLIC WORKS**

December 8, 1987

TO: MAYOR JOSEPH H. SAUER & MEMBERS OF THE COMMON COUNCIL  
FROM: B.J. FRISCIA, DIRECTOR OF PUBLIC WORKS *M*  
SUBJECT: ROAD CONDITIONS--CANDLEWOOD VISTA \* BRIGHTON STREET

At the December 1987 Common Council meeting I was requested to investigate the road conditions of subject roads.

This petition was received by the Common Council in September 1987. On October 21, 1987, Dan Minahan and I attended an Ad Hoc committee meeting to discuss this petition. The report on the outcome of the meeting is attached.

I have added these roads to the list of roads to be considered for paving in 1988.

BJF:mp

cc: D. Minahan



# CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

JOSEPH H. SAUER, Jr.  
MAYOR

December 21, 1987

3

43

Honorable Members of the Common Council  
City of Danbury  
Connecticut

Dear Council Members:

I am sure that you are all aware of the recent East Pembroke, Haddy Lane, polluted water crisis. All City departments involved responded quickly and the problem is nearly solved.

Prior to the City's intervention, James and Patricia A'Hearn, noticing a strong, foul smell in their drinking water, took it upon themselves to have City water supplied to their house. Both Mr. and Mrs. A'Hearn are legally blind and the polluted water posed a serious problem for them and their seeing eye dogs.

The events that followed have been well documented and the outcome is that Mr. and Mrs. A'Hearn are the only residents in that area who bore the cost of the City water hookup (~~\$1,500.00~~ 4,700). Enclosed herewith, you will find documentation for the events leading to and the ultimate hookup to the City water main.

I am asking that, in light of the water being provided to the affected residents free of charge, the A'Hearns be refunded their money.

Sincerely yours,

Joseph H. Sauer, Jr.  
Mayor

JHS:cjz

43

Mr. Kenneth Tripp,  
City Hall  
155 Deer Hill Avenue  
Danbury, Connecticut 06811

Dear Sir:

In reference to our telephone conversation of December one of this year, nineteen-eighty-seven, I shall attempt to give you a picture of what has transpired.

It was about the end of April when both my husband and myself noticed the smell of our well water. I recall that I first noted this upon entering our laundry room. The smell was definitely there, very strong and very positive. I did not speak to my husband Jim about this figuring that whatever it was would probably go away. My husband and I are blind and I feel that this is most likely the reason we in this area were the first of many families to note the effects of pollution. We use our noses and our sense of touch much more. So, when I mentioned this odor to Jim, he said that he noticed the same thing and we should get a local test of the water which as we found out later would cost forty-five dollars. This test was just for the bacterial count. The test samplings were taken by my step-daughter to the laboratory in the town of Danbury. The results did not allay our suspicions. The results revealed no taste nor odor, therefore, everything was okay. We were not satisfied with these findings and the smell increased, the smell was sweet and unhealthy and when we took showers, it was as if we were taking a shower in gasoline. After our already planned vacation, Jim suggested we call the Danbury Health Department. We phoned that department early in July. A couple days after the call, test samplings were taken and the employee said that the results from Hartford would be forthcoming in about two weeks. Meantime the employee said, don't frighten your neighbors and we will do some testing to see what is happening. At least two tests were taken which included two parts each. After the first test and the first part of that test, we knew our well water was polluted. We were told not to cook or not to shower in our water, and especially not to drink it. We were advised that we could boil the water but the evidence that this would reduce the poisonous chemicals was questionable. Very high concentrates of Dichloroethane were found, Methylter-Btyl Ether, Ethylene Dibromides, and we are not certain if Benzene was found as we were not able to find anyone who was willing at the time to read us the second part of the second report. The city worker meantime advised us to keep cool and not to connect to the city system as we might not be able to re-capture our money for the connection to the city line. It would seem that from the attitude of this one person, the health department is not most concerned with the health of this town. We were told that we must await the state's decision to await a decision of which was the cheapest and most effective way to fix this. However, we have two Seeing Eye dogs which were drinking this garbage, my eighty-year-old mother was visiting and my son. We were offered one to two gallons for each of us per day. Obviously this is not enough for the dogs. We had no access to a car to take showers elsewhere, we are not able to go get water in the event it was not delivered

to us. The man with the city had said that we would be provided with bottled water for a short duration but this was not the cheap and effective solution for us. One time the state delivered bottled water to us after we were connected to the city supply. The people who delivered the water left the cases on the picnic table outside, it was raining and one of the cases was open and ruined. My husband had to carry eighty gallons inside so that the Health Department people could come get this mistakenly delivered water and give it to some of our neighbors who were already smelling and tasting the effects of this horrible water. So in early September, after we had discussed the problem and after borrowing the money from our bank, we decided to connect to the city system ourselves. Though we were warned that we might not be refunded for the bills accumulated we were and are nevertheless happy to have good water. You can not put a price on good drinking water. We were therefore connected in early September. Now, we hear that some of our neighbors are being connected to the city supply at no cost to themselves. We understand that our next-door neighbor is one of the people. The Tree Service which was cited by the State of Connecticut as being at least one of the responsible polluters is footing two neighbors hook-up on emergency basis. What does constitute an emergency and what standards make for such an emergency? The point of this letter is this--we, Patricia and James A'Hearn who are a one income household feel that we should be repaid. We feel that we should not be punished or face any penalties for having chosen to connect ahead of the time advised by the state and the city. We want the same break our friends and neighbors are getting. We ask for one hundred per cent compensation. We know that the city or the state or the tree service is able to afford the forty-seven-hundred dollars than we as individuals are able to afford such. Morally, the right thing for the city to do is to consider all those around us who cannot drink the water from their wells as emergency connections. The right thing to do as I am sure you can see is to refund all our money we had to lay out for this and for the city to realize the individual health of its individual citizens is most important and the city should then concern itself with getting refunded. These agents which are in our unused well now and which are in the wells of the effected people around us are cancer causing and seriously dangerous to life.

Mr. Ken Tripp, would you willingly stay in one of these affected homes yourself? Would anyone at the office of our good Mayor want to drink water that smells like industrial waste?

Thank you for reading this. I hope that the town powers that be will now understand our situation and that a conclusion is reached so that we will be able to pay off this loan which is a hardship.

Sincerely,

Patricia A'Hearn  
 10 East Pembroke Road  
 Danbury, Connecticut 06811

43

**RECEIPT**      Date Sept. 3 19 81 No. 8359  
 Received From James Chearn + Patricia Smith  
 Address 10 East Penrose  
Danbury CT      Dollars \$ 1500.00  
 For Water Connection fee.

ACCOUNT		HOW PAID		
AMT. OF ACCOUNT		CASH		
AMT. PAID		CHECK		
BALANCE DUE		MONEY ORDER	<input checked="" type="checkbox"/>	

By Susan Davis      City of Danbury

756

43

PERMIT TO CONNECT TO CITY WATER SUPPLY

DATE ISSUED: August 11, 1987

PERMIT NO. -87-95

PERMIT EXPIRATION DATE: August 11, 1988

NAME OF PROPERTY OWNER James Ahearn & Patricia Smith *pd 9/3/87* connection fee of \$1,500.00

STREET 10 East Pembroke Road

TOWN Danbury, CT

You are authorized to tap into the water supply of the city of Danbury at 10 East Pembroke Road (110020)  
Danbury

for the following purposes, only One family

3/4" Service

3/4" Meter

This permit is granted subject to the permittee abiding by all ordinances, rules and regulations concerning the Water Supply of the City of Danbury and subject to special requirement as follows:

NOTE: Please notify Engineering Dept. 24 hours in advance of making connection in order that we may make an inspection before backfilling of the trench. Please notify Building Dept. for inspection of any work done on private property.

The Water Department of the City of Danbury

John A. Schweitzer, Jr.  
John A. Schweitzer, Jr.  
City Engineer *(sd)*

NOTE: This permit does not cover excavation in the Highways. An excavation permit must be obtained from the proper authorities.

NOTE: All size meters are to be Neptune ARB (Automatic Reading Billing System) unless otherwise approved by the Superintendent of Public Utilities. All meters are to be placed in a location approved by the Public Utilities Department of the City as per Ord. Sec. 21. For meter installation details contact the Public Utilities Department, Newtown Road. 797-4596.

NOTE: No road openings are permitted between December 1st and March 1st as per Ord. Sec. 17-61.

NOTE: Saddles are required for all size water connections.

NOTE: No plastic service lines are allowed by the City between the City main and the building to be connected.

F. SWEENEY INC.

15 Bates Place  
Danbury, CT 06810  
(203) 744-1880

002458

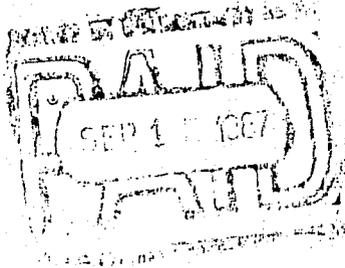
43

September 16, 1987

Mr. Jim Ahearn  
10 East Pembroke Road  
Danbury, Ct. 06810

INVOICE  
# 5001

New 1" K Copper Water Service from City of Danbury Water Main to House.  
\$ 3,200.00



**LUKE F. SWEENEY, INC.**

15 BATES PLACE  
DANBURY, CONN. 06810-6899  
(203) 744-1880

**PROPOSAL SPECIFICATIONS AND ESTIMATE**

NO. \* 2577

43

PAGE NO. 1 OF 1 PAGES

PERSONAL SUBMITTED TO Jim Ahearn		PHONE	DATE Sept. 2, 1987
ADDRESS 10 East Pembroke Road		JOB NAME	
STATE AND ZIP CODE Danbury, Ct. 06810		JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE	

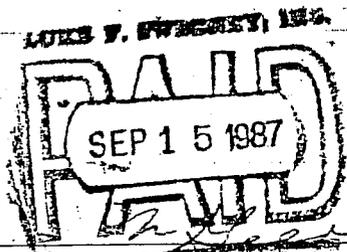
**Propose to furnish materials and labor necessary for the completion of:**

New 1" K Copper Water Service from City of Danbury Water Main to House.

\$ 3,200.00

**NOTES:**

- All permits by owner
- Rock if blasted at time & material
- Please be advised that the water pressure of the new service may be greater than the water service off the well and may require a relief valve. This is not included and will be additional. Also please note we are not responsible for any pipes damaged because of pressure changes.



**PROPOSE** hereby to furnish material and labor — conforming to specifications with above specifications, for the sum of:

THREE THOUSAND, TWO HUNDRED DOLLARS AND 00/100 3,200.00 dollars (\$ \_\_\_\_\_).

Payment to be made as follows:  
INVOICES UNPAID AFTER 30 DAYS WILL BEAR INTEREST AT THE RATE OF 1½% PER MONTH (18% PER YEAR). THE PURCHASER AGREES

**PAY ALL COSTS OF COLLECTION INCLUDING REASONABLE LEGAL FEES.**

Material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays are at our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature: *[Signature]*

Note: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

**ACCEPTANCE OF PROPOSAL** The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be as outlined above.

Date of Acceptance: 9-4-87

Signature: *[Signature]*

Signature: *[Signature]*

STATE OF CONNECTICUT  
 Department of Health Services  
 Laboratory Division  
 10 Clinton St.  
 P.O. Box 1689  
 Hartford, CT 06144  
 TELEPHONE: (203) 566-5063

ID	ACCESSION NO.	ACCOUNT NO.	ROUTE
NR:2F/23	16072973	D06810	

INFORMATION  
 034 DANBURY  
 AHEARNS  
 13 E PEMBROKE  
 DANBURY CT

43

RECEIVED  
 JUL 28 1987

POTABLE WATER  
 DANBURY DIRECTOR OF HEALTH  
 WILLIAM P. QUINN, MPH  
 29 WEST ST  
 DANBURY CT 06810

DANBURY HEALTH DEPT.

COLLECTED	RECEIVED	REPORTED
07/17/87 10:00	07/17/87 12:43	07/24/87 14:14

FINAL REPORT

COMMENT

TEST	RESULT	ACCEPTABLE RANGE	LOW	ACCEPTABLE RANGE	HIGH
INFORMATION RECEIVED ON ARRIVAL ( SAMPLING POINT: KITCHEN TAP ) ( COLLECTOR: JACK KUZUCHOWSKI ) ( PRIVATE WELL ) ( COMPLAINT: ODOR ) ( USE: CONSTANT ) ( SOURCE: DRILLED WELL )					
( EC 63 NI 3920 B	ORGANOHALIDES	UG/L)			
CHLOROFORM	<1.0	UG/L			
DICHLOROETHANE	7.3	UG/L			
CHLOROBROMOMETHANE	<1.0	UG/L			
( * DETECTABLE LIMIT: 1.0 UG/L )					
( EDB AS ETHYLENE DIBROMIDE	3.1	UG/L)			
*** THIS IS A FINAL REPORT. ***  <div style="display: flex; justify-content: space-around; margin-top: 20px;"> <div style="text-align: center;">Action Level</div> <div style="text-align: center;">F&amp;D STD.</div> </div>					



STATE OF CONNECTICUT

Department of Health Services  
 Laboratory Division  
 10 Clinton St.  
 P.O. Box 1689  
 Hartford, CT 06144  
 TELEPHONE: (203) 566-5063

ID#	ACCESSION NO.	ACCOUNT NO.	ROUTE	PAGE
NR:2F/2B	16072974	D06810		1

INFORMATION

034 DANBURY  
 AHEARNS  
 10 E. PEMBROKE  
 DANBURY CT

43  
 1987

POTABLE WATER  
 DANBURY DIRECTOR OF HEALTH  
 WILLIAM P. QUINN, MPH  
 20 WEST ST  
 DANBURY CT 06810

COLLECTED	RECEIVED	REPORTED
07/17/87 10:00	07/17/87 12:43	10/01/87 10:09

FINAL REPORT

COMMENTS

TEST	RESULT	ACCEPTABLE RANGE	LOW	ACCEPTABLE RANGE	HIGH
ION RECEIVED SAMPLING POINT: COLLECTOR: PRIVATE WELL ) COMPLAINT: SE: CONSTANT ) SOURCE: DRILLED WELL )	ON ARRIVAL KITCHEN TAP ) KUZUCHOWSKI ) ODOOR ) )				
(GC/FID HYDROCARBONS) DETECTABLE LIMIT: 1.0 UG/L ANAL COMPONENT ANAL COMPONENT METHYL TERTBUTYL TBE DONE BY F45	STYRENE <1.0 TOLUENE <1.0 ETHER 560 UG/L HEADSPACE HYDROCARBONS SCAN) *** THIS IS A FINAL REPORT. ***	O-CHLOROTOLUENE <1.0 P-XYLENE 1.5 M-XYLENE, O-XYLENE 7.4			BENZENE 29 UG/L

STATE OF CONNECTICUT

Department of Health Services  
 Laboratory Division  
 10 Clinton St.  
 P.O. Box 1039  
 Hartford, CT 06114  
 TELEPHONE: (203) 566-5005

LABORATORY	ACCESSION NO.	ACCOUNT NO.	ROUTE
NR:1A/15	16073253	DJ6810	
INFORMATION			
034 DANBURY AHERN 10 E PEMBROKE ST DANBURY CT			
RECEIVED 43 SEP 3 1987 DANBURY HEALTH DEPT			
COLLECTED	RECEIVED	REPORTED	
08/05/87 10:00	08/05/87 14:24	08/31/87 13:15	

POTABLE WATER  
 DANBURY DIRECTOR OF HEALTH  
 WILLIAM P. QUINN, MPH  
 20 WEST ST  
 DANBURY CT 06810

FINAL REPORT

COMMENT

TEST	RESULT	ACCEPTABLE RANGE	LOW	HIGH
INFORMATION RECEIVED ON ARRIVAL SAMPLING POINT: KITCHEN TAP ) COLLECTOR: JACK KOZUCHOWSKI ) PRIVATE WELL TREATMENT: NONE ) REASON: CONTAMINANT INVESTIGATION ) COMPLAINT: ODOR ) USE: CONSTANT ) SOURCE: DRILLED WELL )				
EC 63 NI 3920 B	ORGANOHALIDES	UG/L)		
FORM	<1.0	UG/L		
ICHLOROETHANE	2.4	UG/L		
TCE	<1.0	UG/L		
CHLOROETHYLENE	<1.0	UG/L		
ICHLOROPROPANE	6.3	UG/L		
* DETECTABLE LIMIT: 1.0 UG/L)				
EDS AS ETHYLENE	DIBROMIDE	1.7 UG/L)		
*** THIS IS A FINAL REPORT. ***				

STATE OF CONNECTICUT

Department of Health Services  
 Laboratory Division  
 10 Clinton St.  
 P.O. Box 1689  
 Hartford, CT 06144  
 TELEPHONE: (203) 566-5065

RECEIVED 8/13

AUG 17 1987

DANBURY HEALTH DEPT.

POTABLE WATER  
 DANBURY DIRECTOR OF HEALTH  
 WILLIAM P. QUINN, MPH  
 20 WEST ST  
 DANBURY CT 06810

034 DANBURY  
 AHERN  
 10 E PEMBROKE  
 DANBURY CT

43

COLLECTED	RECEIVED	REPORTED
08/05/87 10:00	08/05/87 14:24	08/14/87 08:51

FINAL REPORT

COMMENTS

TEST	RESULT	ACCEPTABLE RANGE	LOW	ACCEPTABLE RANGE	HIGH
INFORMATION RECEIVED ON ARRIVAL ( SAMPLING POINT: KITCHEN TAP ) ( COLLECTOR: JACK KOZUCHOWSKI ) ( PRIVATE WELL TREATMENT: NONE ) ( REASON: CONTAMINANT INVESTIGATION ) ( USE: CONSTANT ) ( SOURCE: DRILLED WELL )  ( PID OTHER HYDROCARBONS UG/L ) ( BENZENE* <1.0 UG/L ) ( METHYL TERT-BUTYL ETHER 750. UG/L ) ( * DETECTABLE LIMIT: 1.0 UG/L )  *** THIS IS A FINAL REPORT. ***					

September 21, 1987

TO: THE CITY OF DANBURY

Re: Mazur Drive (off Great Plain Road and formerly called Wirtes Road)

To whom it may concern:

We the undersigned hereby request the City of Danbury to maintain our road in the same manner which they maintain City streets.

We pay the same taxes, and, therefore, feel we should get the same services for our tax dollars.

There are six individual taxpaying families who reside on Mazur Drive. If you need any additional information, please contact Mrs. Ann L. Morits at 775 0190 or evenings at 743 7662.

Thank you.

Sincerely,

<i>Ann L. Morits</i>	<i>Randall Morits</i>
<i>Andrew Mazur</i>	<i>Mary Mazur</i>
<i>Mabel Duran</i>	<i>Jane Duran</i>
<i>Allen K. Barrett</i>	<i>Mary M Barrett</i>
<i>Debbie Kelley</i>	<i>Jimmy Kelley</i>
<i>Julia Null</i>	



received  
12-9-87 gfy

44

**CITY OF DANBURY**  
**155 DEER HILL AVENUE**  
**DANBURY, CONNECTICUT 06810**

**PUBLIC WORKS**  
**(203) 797-4537**

**BASIL J. FRISCIA**  
**DIRECTOR OF PUBLIC WORKS**

December 8, 1987

TO: MAYOR JOSEPH H. SAUER & MEMBERS OF THE COMMON COUNCIL  
FROM: B.J. FRISCIA, DIRECTOR OF PUBLIC WORKS

As requested at the December 1987 Common Council meeting I have investigated the possibility of accepting Mazur Drive (also known as Wirtes Road) as a city road.

Mazur Drive is a private road owned by the residents that reside there.

In order to accept this road as a city road, the minimum requirements of section 17-34 must be complied with.

May I suggest that an Ad Hoc Committee be established to review this request. I and members of my staff will be available to meet with the committee at their convenience.

BJF:mp  
cc: Dan Minahan



44

**CITY OF DANBURY**  
**155 DEER HILL AVENUE**  
**DANBURY, CONNECTICUT 06810**

**PUBLIC WORKS**  
**(203) 797-4537**

**BASIL J. FRISCIA**  
**DIRECTOR OF PUBLIC WORKS**

December 8, 1987

TO: MAYOR JOSEPH H. SAUER & MEMBERS OF THE COMMON COUNCIL  
FROM: B.J. FRISCIA, DIRECTOR OF PUBLIC WORKS

As requested at the December 1987 Common Council meeting I have investigated the possibility of accepting Mazur Drive (also known as Wirtes Road) as a city road.

Mazur Drive is a private road owned by the residents that reside there.

In order to accept this road as a city road, the minimum requirements of section 17-34 must be complied with.

May I suggest that an Ad Hoc Committee be established to review this request. I and members of my staff will be available to meet with the committee at their convenience.

BJF:mp  
cc: Dan Minahan



# CITY OF DANBURY

DANBURY, CONNECTICUT 06810

RECEIVED  
HEALTH DEPT

DEC 23 1987

45

HEALTH AND HOUSING DEPARTMENT  
20 WEST STREET

(203) 797-4625

December 23, 1987

TO: Dom Setaro, Comptroller  
FROM: William P. Quinn, Director of Health  
REF: Grant Monies

Currently the Health & Housing Department is receiving funding from the Department of Health Services and the Department of Environmental Protection to administer five grant programs. The fiscal year on all but one of the grants begins in July. As you are aware the process for applying for these grants and necessary documentation required by the state and the different levels of approval that is necessary before we actually receive the monies from the state has resulted in final contracts being approved more that six months into the fiscal year.

This has created a very difficult problem for me administrative-ly. An example of this is last week, a physician who staffs our sexually transmitted disease clinic (who is owed over \$2,000) terminated his services when he became aware that he would not receive his monies until Feburary of 1988 at the earliest.

All these grants are grants that we receive on a regular basis and the money eventually does come to the City. I would like you to consider using City funds to support these grant programs until the state monies are received by the City. Thank you very much for your consideration.

  
William P. Quinn

tss



48

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

**DEPARTMENT  
OF FINANCE**

December 28, 1987

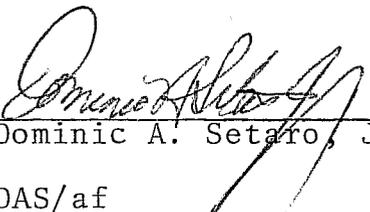
TO: Common Council via  
Mayor Joseph H. Sauer

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

RE: Grant Monies

Attached you will find a copy of a memo that was sent to me from William Quinn in reference to problems that have been occurring with grants which his department is currently administering.

As you can see, there are a number of grants for which the State of Connecticut does not pay us in a timely fashion or in some cases approves the grant after the fact. I have had many discussions with Mr. Quinn in reference to this matter, and I am very much concerned that somewhere down the road the City of Danbury may be liable for some monies as a result of the state changing the original grant proposals, etc. It is my feeling that a committee of the Common Council should be established to listen to Mr. Quinn's concerns and my concerns and possibly recommend the borrowing of funds from the city's general fund to keep these grants going. On the average most of the grants have been approved beforehand; the major problem, once again, is lack of receipt of funds from the State of Connecticut. Therefore, in essence we need a resolution in the form of authorization to borrow money.

  
Dominic A. Setaro, Jr.

DAS/af  
Enclosure

c: William Quinn

*please put on agenda -*  
*JHS*



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

Robert T. Resha  
CORPORATION COUNSEL  
ERIC L. GOTTSCHALK  
LASZLO L. PINTER  
SANDRA V. LEHENY

ASSISTANT CORPORATION  
COUNSEL

440  
PLEASE REPLY TO:

DANBURY, CT 06810

January 5, 1988

Hon. Joseph H. Sauer, Jr.  
Hon. Members of the Common Council  
City of Danbury  
Danbury, Connecticut

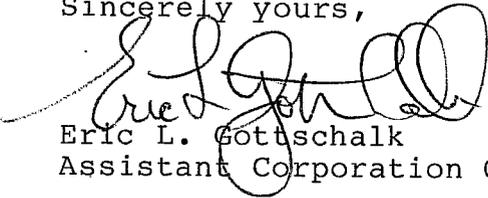
Re: City of Danbury vs. Frank H. Fitzsimmons, Jr., Trustee  
and  
Frank H. Fitzsimmons, Jr., Trustee, et al vs.  
City of Danbury

Dear Mayor and Council Members:

Recent developments suggest that the time may be right to address possible solutions to the on-going litigation referenced above.

Since we are now in a position to finalize proposed settlements it is the recommendation of this office that a committee be appointed to evaluate our current position.

Sincerely yours,



Eric L. Gottschalk  
Assistant Corporation Counsel

ELG:cr

c: Jack D. Garamella, Esq.

47

C.D. Peterson  
Associates, inc.

36 Mill Plain Road  
Suite #405  
Danbury, Connecticut  
06811

Telephone:  
(203) 748-7119

December 8, 1987

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

Ladies & Gentlemen:

This is a preliminary request for the City of Danbury to consider the acquisition of all or part of the property known as the Viking Wire property on Shelter Rock Road in Danbury. The property is offered for sale or for lease.

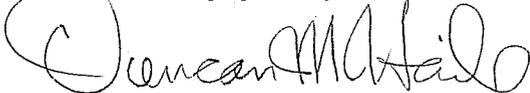
The property may well represent an opportunity for the city to expand the land fill as well as property and facilities for other uses.

I have enclosed a brochure as well as a blueprint of the property.

This request is made by C.D. Peterson Associates on behalf of the owner, Herbert Mayer of 124 Old Mill Road, Greenwich, Connecticut.

I will follow this up with any additional information on the property and answer any additional questions you may have.

Very truly yours,



Duncan M. Haile

DMH/maz  
Enclosures

## 83,285 SF INDUSTRIAL BUILDING FOR LEASE

### BUILDING DESCRIPTION:

PLANT - 68,295 SF  
 BASEMENT - 10,152 SF  
 OFFICE - 4,838 SF  
 TOTAL 83,285 SF

CEILING HEIGHT: VARIES FROM 12' TO 17' IN PLANT, 9' IN BASEMENT

LAND: 30 ACRES  
 (See Over)

ZONING: IG80

TAXES: \$50,000/yr. (approx.)

ROAD FRONTAGE: 1,797

PARKING: 123 CARS PAVED PLUS TRUCK AREA

CONSTRUCTION: BUILT DURING 1959 TO 1979. BRICK-FACED CINDERBLOCK AND BLOCK WALLS. STEEL BEAM AND COLUMN ROOF SUPPORTS. STEEL DECK ON BAR JOIST. RIGID INSULATED BUILT-UP ROOF SYSTEM. PERIMETER WALL POURED FOUNDATION PLUS POURED FOOTINGS. REINFORCED CONCRETE SLAB FLOOR SYSTEM. 20' x 30' BAYS.

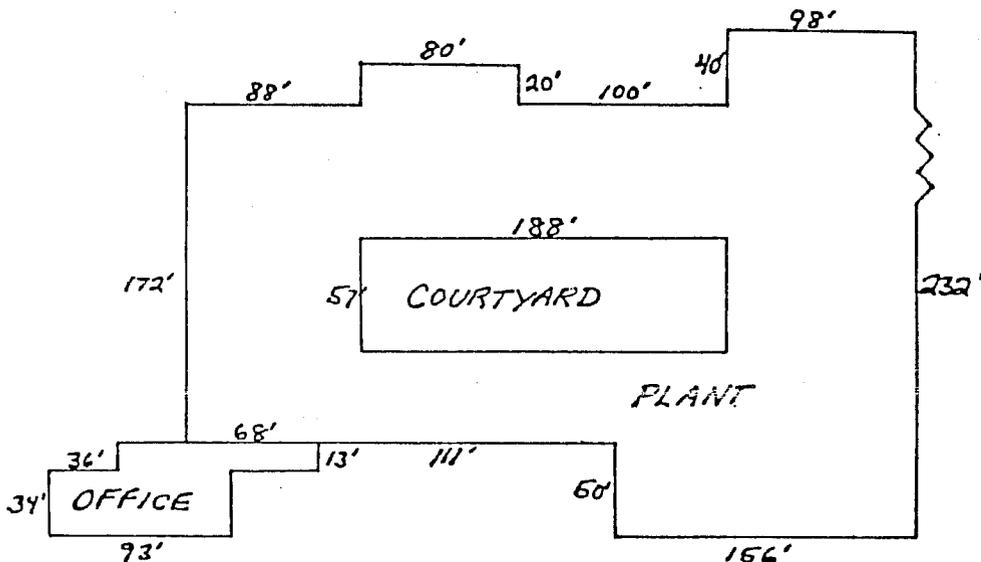
UTILITIES: ELECTRICAL - 2500 KVA (OWNED TRANSFORMERS); 440V 3-PHASE; EXTENSIVE SUB-PANELS AND ELECTRICAL DISTRIBUTION. EMERGENCY GENERATOR. CITY WATER (8" MAIN) AND 275 GPM ON SITE WELL SYSTEM; CITY GAS, SEPTIC.

HVAC: OFFICE IS COMPLETELY AIR-CONDITIONED. THE TYPE OF VENTILATION/HEATING/AIR CONDITIONING VARIES THROUGHOUT THE PLANT BUT INCLUDES EXTENSIVE VENTILATION AS WELL AS EVAPORATIVE COOLING SYSTEMS THAT SERVED THE PRIOR MANUFACTURING PROCESS. THE SYSTEM IS READILY ADAPTABLE TO A NUMBER OF END USES.

OTHER: . EASILY ACCESSABLE TO I-84 VIA TWO DIFFERENT ROUTES (EXIT 8); . THREE ENCLOSED LOADING DOCKS WITH LEVELERS PLUS FIVE OTHER OVERHEAD DOORS/PLATFORMS; . 100% SPRINKLERED, TV SECURITY SYSTEM WITH TWO CONSOLE CENTERS, PAGING AND MUSIC SYSTEM, TELEPHONE SYSTEM, ALARM SYSTEM CONNECTED TO FIRE DEPT., EXTERIOR LIGHTING AND FENCED-IN TRUCK AND EMPLOYEE PARKING; . LANDSCAPING: CAMPUS-TYPE GROUNDS WITH MATURE PLANTINGS AND EMPLOYEE PICNIC AREA, SPRINKLERED LAWNS; . BUILT-IN SCALES, COMPRESSED AIR PIPING, IN-GROUND GASOLINE AND DIESEL TANKS, CRANE RAILS IN PLANT; . OUTBUILDINGS: 8'x20' SHED, 24'x25' GARAGE, 27'x20' SHELTER, 8'x8' GUARD SHANTY; . LOCKER ROOM WITH SHOWERS; . BUILDING HAS BEEN RECENTLY VACATED DUE TO A BUSINESS RELOCATION AND HAS EXTENSIVE FACILITIES FOR LABS, PLANT OFFICES, MANUFACTURING AND WAREHOUSING WHICH CAN BE SEEN IN A DETAILED INSPECTION; . OFFICE AREA IS PARTIALLY FURNISHED AND IS OF AN EXECUTIVE CALIBER.

THE PROPERTY IS FOR SALE OR LEASE AND SUBDIVISION WILL BE CONSIDERED.

FOR MORE INFORMATION CONTACT DUNCAN M. HAILE, C.D. PETERSON ASSOCIATES, INC.  
 AT 203-748-7119 (OFFICE) OR 203-355-2175 (RES.)





48

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

Robert T. Resha  
CORPORATION COUNSEL  
ERIC L. GOTTSCHALK  
LASZLO L. PINTER  
SANDRA V. LEHENY

ASSISTANT CORPORATION  
COUNSEL

PLEASE REPLY TO:

DANBURY, CT 06810

January 5, 1988

Hon. Joseph H. Sauer, Jr.  
Hon. Members of the Common Council  
City of Danbury  
Danbury, Connecticut

Re: The Estate of Marjorie Aileen Shepard

Dear Mayor and Council Members:

Pursuant to the last will and testament of Marjorie Aileen Shepard the City of Danbury has received three lots at Ta'Agan Point in Danbury to be used by the City for open space. In addition, a fourth parcel which is subject to the same restriction may pass to the City should the Farm Bureau of Fairfield County decline the devise. The precise language of the pertinent paragraphs of the will are as follows:

SECOND

I give and devise to my friends, Hollis Whitman and Norma Whitman, of Oak Ridge Gate, Danbury, Connecticut my house with the barn and lot with all of the contents therein located at 11 Great Plain Road, Danbury, Connecticut. Said parcel of land containing one acre, more or less.

FOURTH

I give and devise to the City of Danbury my three lots at Ta'Agan Point, Danbury, Connecticut to be used by said municipality for open space.

48

Re: The Estate of Marjorie Aileen Shepard

January 5, 1988

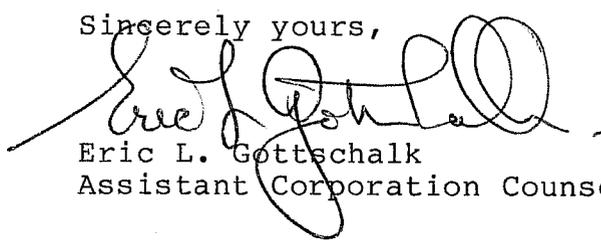
FIFTH

I give and devise my remaining property containing six and one-half acres, more or less, on Great Plain Road, Danbury, Connecticut to THE FARM BUREAU OF FAIRFIELD COUNTY to be used for Open Space under the jurisdiction of my cousin, Albert Hawley. Upon his death THE FARM BUREAU OF FAIRFIELD COUNTY shall designate a successor caretaker. If the said FARM BUREAU OF FAIRFIELD COUNTY declines this devise, then I give and devise said property to the CITY OF DANBURY to be used for Open Space.

The three Ta'Agan Point parcels are shown on the attached copy of a portion of an Assessor's map. In addition, should the Farm Bureau decline it, the City could obtain a transfer of the greater portion of the lot on Great Plain Road also shown on an attached map.

Should the City of Danbury wish to decline the transfer of this property the Probate Court should be notified so that alternative arrangements may be made in accordance with the intent of the deceased.

Sincerely yours,



Eric L. Gottschalk  
Assistant Corporation Counsel

ELG:cr

Attachments





49

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

Robert T. Resha  
CORPORATION COUNSEL  
ERIC L. GOTTSCHALK  
LASZLO L. PINTER  
SANDRA V. LEHENY

PLEASE REPLY TO:

ASSISTANT CORPORATION  
COUNSEL

DANBURY, CT 06810

January 5, 1988

Hon. Joseph H. Sauer, Jr.  
Hon. Members of the Common Council  
City of Danbury  
Danbury, Connecticut

Re: Bear Mountain Road  
R. T. Johnson Subdivision Easements  
December Agenda Item 28

Dear Mayor and Council Members:

Please be advised that following the referral of this item at the Common Council meeting in December I had the opportunity to review the proposed easement document referenced above with City Engineer John A. Schweitzer, Jr. As a result, I am able to report that the proposed easement document is adequate to convey three easements to the City of Danbury in accordance with the Planning Commission approval of the petitioner's subdivision. The document is in a form acceptable to this office. In addition, Mr. Schweitzer wishes me to advise you that he recommends Common Council acceptance of this offer. Accordingly, once the Common Council obtains a Planning Commission report required pursuant to Connecticut General Statutes Section 8-24, you may proceed to accept the conveyance.

Sincerely,

Eric L. Gottschalk  
Assistant Corporation Counsel

ELG:cr

c: John A. Schweitzer, Jr.  
City Engineer



# CITY OF DANBURY

DANBURY, CONNECTICUT 06810

DEPARTMENT OF ELDERLY SERVICES  
COMMISSION ON AGING

50

**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

December 14, 1987

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

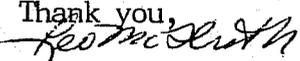
Dear Mayor Sauer & Members of the Common Council,

The Department of Elderly Services requests your approval and that of the Danbury Common Council for the acceptance of a grant from the United Way of Northern Fairfield County, Inc.

This grant would fund an aide to work with senior citizens who are afflicted with Alzheimer's Disease and other dementias. The aide will work at the Danbury Adult Day Care Center - Interweave - in a part-time, temporary position.

This grant is for \$14,500.

Thank you,

  
Leo McIlrath



# CITY OF DANBURY

DANBURY, CONNECTICUT 06810

51

## 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

December 14, 1987

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

Dear Mayor Sauer & Members of the Common Council,

The Department of Elderly Services requests your approval and that of the Danbury Common Council for the acceptance of a Title III grant from the Older American's Act.

This grant for \$28,000 would be used for services given to the frail and confused elderly members of Interweave - the Danbury Adult Day Care Center, at 198 Main Street. The grant begins on January 4, 1988 and extends through December 31. Funds for a city match have been allocated.

Thank you

*Leo McIlrath*  
Leo McIlrath



52



322 FEDERAL ROAD  
BROOKFIELD, CONN. 06804  
PHONE: (203) 775-2200

*Residential, Commercial & Industrial Properties*

REAL ESTATE

December 11, 1987

Mrs. Elizabeth Crudginton  
City Clerk  
City Hall  
Danbury, Connecticut 06810

Dear Betty:

I would like to propose to the City, the purchase of an excellent parcel of land located on 129-141 Kohanza Street and 16-20 Clapboard Ridge Road.

The property consists of 6.13<sup>±</sup> acres in an RA-40 zone with 396' frontage<sup>±</sup> on Clapboard Ridge and 200' frontage<sup>±</sup> on Kohanza Street. It is in close proximity to the present Danbury High School.

The asking price is \$990,000.00. The current owner, the Regional Young Men's Christian Association, Inc., is very anxious to sell. Please call me if I can be of further assistance.

Sincerely,  
*William M. Lavelle*

WML:AML

WILLIAM M. LAVELLE

*Green and Gross, P.C.*

LAW OFFICES

53

1087 BROAD STREET  
BRIDGEPORT, CT 06604-4231  
(203) 335-5141

BERNARD GREEN  
ERIC M. GROSS  
SAMUEL T. ROST  
JOEL Z. GREEN  
SUSAN C. WEBB

December 11, 1987

Mr. James Nimmons  
President  
Common Council  
155 Deer Hill Avenue  
Danbury, Connecticut 06810

ATTENTION: CITY CLERK

Re: Lot 103 Lakeview Avenue  
Danbury, Connecticut

Dear Mr. Nimmons:

I represent Stelco Industries Inc., which owns a vacant parcel of land known as Lot No. 103, Lakeview Avenue, as shown on a certain map entitled "Cedar Heights" which map is on file in the Town Clerk's Office as map no. 1909. The lot is located adjacent to a lot which contains a well, storage tanks and pump station for the community water system.

My client over the past years has donated various parcels of land that it owns to different municipalities. With this in mind, it would like to donate the above described lot to the City of Danbury to be used by the City as it sees fit. There are no mortgages on the property and the real estate taxes have been paid to date.

I spoke to the Corporation Council for the City of Danbury who advises me that this request would have to be placed on the January agenda of the Common Council for its consideration.

*Green and Gross, P.C.*

52

Mr. James Nimmons  
Page Two  
December 11, 1987

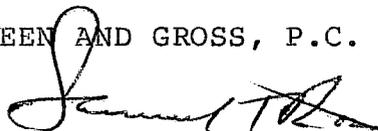
I would appreciate your taking whatever steps may be necessary to present my client's offer to the Common Council for its consideration.

If you need any additional information concerning this offer, please do not hesitate to contact me. Please notify me of the date of the Common Council Meeting and the fact that this matter has been placed on its agenda. Also, could you let me know whether or not my presence will be necessary at the meeting.

I look forward to hearing from you soon.

Very truly yours,

GREEN AND GROSS, P.C.



SAMUEL T. ROST

STR/nu  
cc: Kurt Hersher

54

Sally Lindberg  
8 Long Ridge Rd.  
Danbury, Ct.

Mayor's Office  
City Hall  
Danbury, Ct.

Dear Mayor Sauer,

I heard on the radio the other day that you were interested in doing something with the Terrywilde Property. Since the purchase of the property, I have been developing some ideas. And now would like to share them and the excitement that I have for this.

First let me introduce my self. My name is Sally Lindberg. I am a mother of three children, in my thirties and a professional riding instructor (A.R.I.C.P. graduate). I have been involved with horses since I was 3 years old and professionally since I was 16 years old.

The basic Idea is to use the Terrywild property as a community park and farm. Because of my strong knowledge in horses and animals that is where I have most of my money making ideas. This stable and eventually the whole complex will be selfsufficient. And could be a source of income for the city of Danbury. And a source of pleasure for the people of Danbury. Here are a few of the ideas that I have, followed by a brief explanation.

STABLE: Too much detail to be brief!

FARM: " raise animals" school projects- science classes- hands on experiance-eggs chickens cows sheep could be food for Dorthy Day -Amos house- Jobs for the unemployed.

CO OP GARDENING : Fee according to the amount of land asked for and income. We supply the first year plow and water

TRAILS: Riding and walking(yes, they can be shared!)

ACTIVITY CENTER: tennis, pool, racket ball etc. teen center.

WORSHIP AT DAWN: town and neighboring churches given use of an area. It is "built" by all for a church.

"WORKING FARM" : ie Sturbridge Village

ADOPT A DINNER: Cow pig etc kept for fee until slaughter.

\$75A TRUCK LOAD: pick up truck load of wood- from maintaining and/or clearing the property.

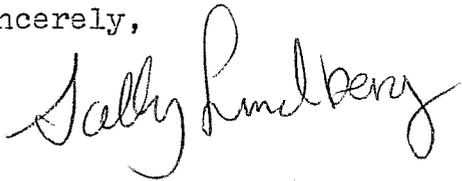
54

There are more Ideas, but I think you get the message!

Now, why would I send you all these fantastic ideas. I want to be in charge of the WHOLE project. And of course I will want to be paid! I would need help with the Activity Center, but the rest I could handle without much problem. As the need in Danbury grows for a place for its children to go what better place for them but outside. Danbury is 5th in the nation as a wonderful place to live. That alone is going to increase need for a community center. And what a fabulous thing to offer people. People who are thinking of moving into the area especially.

I have the figures on starting a stable. They are a couple of years old, but they would still be usable. My knowledge is also available. I would be willing to brainstorm and discuss this further. There is so much involved with this idea that I couldn't put it all in a letter!! So please contact me and let's get started!

Sincerely,



WORK: 744-6900-ext2519  
HOME: 744-4237  
CC File  
Mayor Sauer  
Common Council  
Dept. of Park and Recs

P.S. Please excuse my typing, That's why I teach riding!

55

# COHEN AND WOLF, P. C.

AUSTIN K. WOLF	RICHARD G. KENT
MARTIN F. WOLF	RICHARD L. NEWMAN
ROBERT J. ASHKINS	PAUL B. EDELBERG
STUART A. EPSTEIN	RICHARD SLAVIN
RICHARD L. ALBRECHT	ROBERT S. BURSTEIN
JONATHAN S. BOWMAN	LINDA LEDERMAN
IRVING J. KERN	WILLIAM F. ASKINAZI
MARTIN J. ALBERT	DANIEL S. NAGEL
STEWART I. EDELSTEIN	RICHARD J. DI MARCO
NEIL R. MARCUS	DAVID B. ZABEL
ROBERT R. BLACK†	MARK A. KIRSCH
DAVID L. GROGINS	NEIL W. SUTTON
ROBERT B. ADELMAN	ROBERT J. YAMIN
MICHAEL S. ROSTEN	CHRISTOPHER J. SMITH
GRETA E. SOLOMON	DAVID M. LEVINE
JORAM HIRSCH	JOHN J. SAPIRO
ROBIN A. KAHN	JESSIE F. BENNETT

HERBERT L. COHEN  
(1928-1983)

---

LAW OFFICES

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

158 DEER HILL AVENUE  
DANBURY, CONNECTICUT 06810  
(203) 792-2771

ONE ATLANTIC STREET  
STAMFORD, CONNECTICUT 06901  
(203) 964-9907

TELECOPIER #576-8504

†MEMBER N.Y. BAR ONLY

PLEASE REPLY TO Danbury

December 4, 1987

Honorable Joseph Sauer  
Mayor of the City of Danbury  
City of Danbury  
155 Deer Hill Avenue  
Danbury, Connecticut 06810

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

Re: Patrick J. and Eleanor F. Tisano  
20-30 Backus Avenue, Danbury, Connecticut

Gentlemen:

Please be advised that this office represents Patrick J. and Eleanor F. Tisano, who are the owners of premises located at 20-30 Backus Avenue in the City of Danbury. The property owned by my clients consists of 2.7488 acres located in a CG-20 Zone on the southerly side of Backus Avenue, across the street from the parking lot of the Danbury Fair Mall.

The subject parcel is surrounded entirely by land owned by the City of Danbury. The southerly most portion of my clients' property abuts a small strip of City owned land approximately 25 feet in width, running a distance of approximately 220 feet along my clients' property. This small parcel lies between the airport runway fence and my clients' property.

COHEN AND WOLF, P. C.

55

Re: Patrick J. and Eleanor F. Tisano  
December 4, 1987  
Page 2

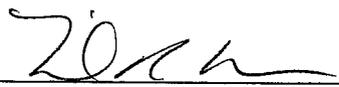
The Tisanos are proposing that the City of Danbury declare this small strip of land to be surplus property and allow them to submit a bid for the purchase of same. In the alternative, if the City should decide that this strip is not surplus, then my clients would like to negotiate a long term land lease of the property for purposes of surface parking only. Obviously, my clients are sensitive to the fact that the property adjoins the runway and should not be improved with any structures.

In addition, there is property located westerly of my clients' property owned by the City of Danbury, which goes to the corner of Kenosia Avenue and Backus Avenue. A portion of that parcel (approximately one-half acre) is situated in such a manner as to be almost an integral part of my clients' existing property. That is to say that the City owned piece keys into my clients' piece on two sides of the existing property lines. I am enclosing herewith a copy of the parcel owned by my clients so that you can identify the two parcels in question. I have redlined the approximate area which my clients are concerned with. With respect to this second parcel, my clients would again petition the City to declare this as surplus land and in order to allow them to make a bid for the purchase of same or, in the alternative, negotiate a long term land lease of the property for purposes of surface parking.

I would appreciate it if you could submit this petition to the appropriate subcommittee of the Common Council for study and allow me the opportunity of meeting with that subcommittee to discuss the proposal.

Very truly yours,

Cohen and Wolf, P.C.

By   
Neil R. Marcus

NRM/cke  
cc: Mr. and Mrs. Patrick J. Tisano  
Enclosure



56

**CITY OF DANBURY**  
**155 DEER HILL AVENUE**  
**DANBURY, CONNECTICUT 06810**

**PUBLIC WORKS**  
**(203) 797-4537**

**BASIL J. FRISCIA**  
**DIRECTOR OF PUBLIC WORKS**

December 9, 1987

TO: MAYOR JOSEPH H. SAUER & MEMBERS OF THE COMMON COUNCIL  
FROM: B.J. FRISCIA, DIRECTOR OF PUBLIC WORKS *BJF*

At the December 1987 Common Council meeting approval was given to transfer funds from the Contingency Account to cover the cost of Brush Removal from the October 4, 1987 storm.

It has been brought to my attention that I inadvertently omitted in my request, funds for the Forestry Division and Equipment Maintenance Division for overtime services.

Both accounts for overtime are depleted and must be replaced to cover future storms. I am requesting that \$10,326.00 be replaced in account 03 117 010500 for Equipment Maintenance and \$6,970.00 be replaced in account 08 145 010500 for the Tree Warden/City Forester.

I regret this oversight and ask for your approval of this request.

BJF:mp

cc: D. Setaro  
G. Massoud  
B. Johnson



56

# CITY OF DANBURY

155 DEER HILL AVENUE  
DANBURY, CONNECTICUT 06810

**DEPARTMENT  
OF FINANCE**

December 14, 1987

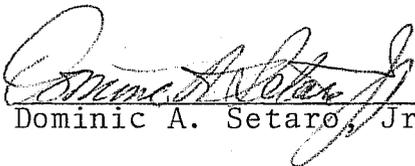
Certification #35

TO: Common Council via  
Mayor Joseph H. Sauer

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

I hereby certify the availability of \$17,296.00 in the Contingency Fund to be transferred to the following accounts:

Equipment Maintenance Overtime Acct. #02-03-117-010500	\$10,326.00
Tree Warden/City Forester Overtime Acct. #02-08-145-010500	\$ 6,970.00
Balance of Contingency Fund	\$74,455.00
Less pending request	14,455.00
Less this request	17,296.00
	<u>\$42,704.00</u>

  
Dominic A. Setaro, Jr.

DAS/af



51

# 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**

December 1, 1987

TO: CITY OF DANBURY COMMON COUNCIL  
FROM: Mr. William J. Buckley, Supt. of Public Utilities  
RE: FEDERAL CORRECTIONAL INSTITUTION SEWER LINE

\*\*\*\*\*

Dear Council Members:

Reference is made to the attached letter from the Warden of the F.C.I. dated November 9, 1987. In that letter the Warden is discussing a short section of sewer along Route 37 in Danbury, Connecticut. The section in question runs from the approximate location of Fats Cafe to the intersection of Route 37 and Stacey Road. We have had a number of requests for people along that section of sewer line to tie into the municipal sewer system in order to eliminate problems they are experiencing with their septic tanks. Specifically, the septic systems are failing.

In order for us to approve of these sewer connections, we must obtain ownership of this section of sewer line which is presently owned by the F.C.I. The Warden indicates that he has no objection to us obtaining ownership provided that we protect his future expansion of the F.C.I.

It is my intent to present this information to you so that we can negotiate a transfer of ownership from the F.C.I. to the City of Danbury for this section of sewer line. In order to do this

we will need the assistance of the Corporation Counsel's office and the City Engineers office.

WJB: bds

Enclosure

cc: Mr. Basil Friscia  
Mr. Rick Gottschalk  
Mr. Jack Schweitzer



U.S. Department of Justice

Federal Bureau of Prisons

57

Federal Correctional Institution

Danbury, CT 06810

November 9, 1987

William J. Buckley, Jr.  
Superintendent of Public Utilities  
City of Danbury  
155 Deer Hill Avenue  
Danbury, Connecticut 06810

CITY OF DANBURY
PUBLIC UTILITIES
NOV 19 1987
Discard Date.....
Permanent.....
File Code <u>F.C.I. Sewer</u>

RE: Federal Correctional Institution Sewer Line

Dear Mr. Buckley:

This is in response to your letter dated October 29, 1987 proposing the City of Danbury take over ownership, maintenance and operation of the section of sanitary sewer currently owned and operated by the Federal Correctional Institution in Danbury. The sanitary sewer under discussion runs from approximately the intersection of Stacey Road and southerly to a point approximately opposite the northerly side of Fat's Cafe on Route 37.

The F.C.I./Danbury is receptive to this proposal providing our future needs will not be impaired by existing structures or future expansion in this section of the city by tying into the line.

We estimate that within the next three (3) to five (5) years our population will increase by four hundred and fifty (450) to five hundred (500) inmates. This proposed expansion would bring our total capacity to approximately eighteen hundred (1800) inmates, which could conceivably put a strain on the existing sewer line.

If we can be of any further assistance regarding this matter, please feel free in contacting us.

Sincerely,

  
Dennis M. Luther  
Warden



58

**CITY OF DANBURY**

**155 DEER HILL AVENUE**

**DANBURY, CONNECTICUT 06810**

**JAMES E. DYER, MAYOR**

**BASIL J. FRISCIA  
DIRECTOR OF PUBLIC WORKS**

**PUBLIC WORKS  
(203) 797-4537**

May 6, 1987

TO: JAMES E. DYER, MAYOR  
FROM: B.J. FRISCIA, DIRECTOR OF PUBLIC WORKS  
RE: CAPITAL IMPROVEMENTS

I have been made aware that additional monies will be available for capital improvements, particularly as related to the Board of Education Budget. The items listed below were not included in the Board of Education Capital Improvement Budget. However, these are the same items that were submitted with the Public Works Capital Improvements Budget and not approved for action. It has been brought to my attention that these items are in need of repair or replacement.

Priority	Amount	Item
1.	<u>\$150,000</u>	Boilers & Burners at Mill Ridge Intermediate School
2.	310,000	New Roof Stadley Rough School
3.	90,000	Burners, King Street School
4.	25,000	Generator, Danbury High School
5.	<u>400,000</u>	Replacement of Oil Tanks
6.	250,000	Recap Parking Areas

In addition to the above please note that the following city wide Building Improvements should be considered.

CAPITAL IMPROVEMENTS:

\*\* 2 \*\*

58

Priority	Amount	Item
1.	\$100,000	City Hall Roof
2.	10,000	Burners, City Hall
3.	100,000	Roof, Danbury Library
4.	10,000	Carpet, Police Station

There are other items open for discussion. However, the above require immediate attention. I have had preliminary discussions with Dominic Setaro on these problem areas. May I suggest that you and I meet with Dominic to arrive at some agreement in meeting the most urgent repairs.

BJF:mp

cc: D. Setaro

Dr. A. Singe



58

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

Department of Public Buildings  
797-4584

July 31, 1987

TO: Rick Palanzo, Superintendent of Public Buildings  
FROM: George Hancock, Forman  
SUBJECT: Reimbursement for underground storage tanks at schools

State Board of Education, Telephone 566-2678  
Reimbursement for replacing oil tanks  
Per: Ricco Mastronunzio

Forms: #040 = Request for funds  
#041 = Moneys encumbered by City  
#042 = Plans, specifications, location of tanks

Mail to: William Gusman  
Unit Coordinator  
School Facilities  
State Board of Education  
P.O. Box 2219  
Hartford, CT 06145

Contact Walter Skowronski with the information required for forms #040 and #042. He will fill out forms and have them signed by Dr. Singe, Superintendent of Schools. State Board of Education will act on the forms within two weeks. Send form #041 as soon as possible.

  
George Hancock



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

Department of Public Buildings  
797-4584

RECEIVED

AUG 10 1987

58

August 10, 1987

TO: Basil J. Friscia, Director of Public Works  
FROM: Rick M. Palanzo, Superintendent of Public Buildings *RMP*  
SUBJECT: Emergency Conditions Regarding Heat Delivery Systems at Schools

It has come to my attention that an emergency condition exists with the heat delivery system at Mill Ridge Intermediate School. The current burners and boilers have far exceeded their expected useful life and can no longer be repaired. Due to the age of the system, parts are no longer available and this department has been making the system work by modifying and rebuilding existing parts for many years.

Upon cleaning and inspection of these boilers, further patches and modifications cannot insure that this system will not fail this year. Therefore, I am requesting that you take what ever means necessary to obtain funding not to exceed \$150,000 for replacement of the burners and boilers per attached specification.

Also for your information four underground fuel storage tanks (at Hayestown School, Mill Ridge Intermediate School, King Street Primary and Intermediate Schools) are taking on water and are possibly leaking. The D.E.P. has been notified. Mr. Langer, from the State Board of Education has advised us to remove and replace these tanks and the state will reimburse us approximately 53 percent. Funds must be encumbered by the Common Council and work finished before reimbursement by the state. I will advise Mr. Walt Skowronski of the Board of Education of his role in the reimbursement procedure. Cost for tank replacement could be \$35,000 to \$45,000 per tank.

I am very concerned due to the time of the year and the amount of work that needs to be done before the heating season starts. These projects are very important. I would greatly appreciate your haste and assistance.



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

Department of Public Buildings  
797-4584

August 10, 1987

TO: Walter Skowronski, Director of Finance & Support  
FROM: Rick M. Palanzo, Superintendent of Public Buildings  
SUBJECT: Replacement of Underground Fuel Storage Tanks at Hayestown and King  
Street Primary and Intermediate Schools and Mill Ridge Intermediate.

Please be advised, it has been brought to my attention that the fuel storage tanks at the above referenced schools are suspected of taking on water and could possibly be leaking. Due to their age I am recommending that they be removed and replaced with an approved fiberglass tank in accordance with EPA-DEP regulations.

I have been further advised by Mr. Langer via Mr. Hancock, that the State Board of Education will reimburse us 53 percent for funds expended for this purpose if procedures regarding reimbursement are followed. See attached memo from Mr. Hancock.

I am proceeding as quickly as possible to resolve this matter as it is very important to us all.

Please let me know how you make out with the state or if you require additional information or assistance from me.

cc: James E. Dyer, Mayor  
Anthony Singe, Superintendent of Schools  
Basil J. Friscia, Director of Public Works



58

**CITY OF DANBURY**  
**155 DEER HILL AVENUE**  
**DANBURY, CONNECTICUT 06810**

**JAMES E. DYER, MAYOR**

**PUBLIC WORKS**  
**(203) 797-4537**

**BASIL J. FRISCIA**  
**DIRECTOR OF PUBLIC WORKS**

August 11, 1987

TO: JAMES E. DYER, MAYOR  
FROM: B.J. FRISCIA, DIRECTOR OF PUBLIC WORKS

Attached is a memo from Rick Palanzo, Superintendent of Public Buildings referencing an immediate need for two items as related to Danbury schools.

1. replacement of burners and boilers at Mill Ridge Intermediate School
2. replacement of underground fuel storage tanks at Hayestown School, Mill Ridge Intermediate School, King Street Primary and Intermediate Schools

These concerns have been addressed in memo's to you from my office on May 6, 1987 and from Dominic Setaro on July 10, 1987. The seriousness of these problems become more acute as the winter season rapidly approaches.

I am requesting that consideration be given to using monies available from the Educational Enhancement Act as a possible source funding these projects.

We are prepared to go to Bid immediately once funds are made available.

cc: R. Palanzo  
D. Setaro



# STATE OF CONNECTICUT

DEPARTMENT OF EDUCATION

November 17, 1987



*Handwritten notes:*  
CY  
5/8  
[unclear]

Dr. Anthony L. Singe  
Superintendent of Schools  
Danbury Public Schools  
Administration Building  
Mill Ridge  
Danbury, CT 06811

**RECEIVED**

**NOV 23 1987**

**PUBLIC BUILDINGS**

Dear Dr. Singe:

Subject: State Project Nos. 034-88-089 CV, Mill Ridge School  
034-88-090 CV, King Street School  
034-88-091 CV, Hayestown Avenue School

This is to inform you that final plans and specifications for the above captioned projects have been reviewed and appear to conform with the requirements of Section 10-292 of the Connecticut General Statutes.

NOTE: THESE PROJECTS MAY BE LET OUT TO BID, IN ACCORDANCE WITH PROVISIONS OF SECTION 10-291 AS AMENDED.

THESE PROJECTS HAVE BEEN REVIEWED AS CODE VIOLATION PROJECTS AND ANY ITEM THAT MAY BE CONSIDERED NOT RELATED TO A CODE VIOLATION IS NOT ELIGIBLE FOR STATE REIMBURSEMENT.

Your final grant amounts will be calculated in accordance with final eligible expenditures made in connection with these projects after they: (1) are accepted as complete by your local Board of Education and Building Committee and (2) have received approval by the State Department of Education. In accordance with the provisions of Section 7-396a of the Connecticut General Statutes, your Board of Education must provide for an annual audit of payments received.

Enclosed for your reference are copies of the final plan reviews for these projects. If you are in need of any assistance, please call William Guzman, School Facilities Unit Coordinator, at 566-7546.

Sincerely,

*Nancy J. Harris*  
Nancy J. Harris, Chief  
Bureau of Grants Processing

NJH:rkg

Enclosures

cc: Chairman, Board of Education  
Chairman, Building Committee  
Architect  
Town Finance Officer

47161-1

FINAL PLAN AND SPECIFICATIONS  
APPROVAL RECOMMENDATION

Use #21171 61-63 or 64-67 Code  
Use 68-70 or 71-74 Priority

Date Nov. 16, 1987

Phase, if applicable NA

DANBURY  
Town

MILLRIDGE  
School

034-88-089CV  
State Project No.

Final plans and specifications for the project identified above, submitted to this office on 11/9/87, have been reviewed as part of the requirements of General Statute Section 10-292 and appear to comply with the () State Fire Safety Code, (NA) State Health Code, (NA) Physically Handicapped Requirements, and (NA) Life Cycle Cost Analysis Requirement.

NOTE: THIS PROJECT MAY BE LET OUT TO BID, IN ACCORDANCE WITH PROVISIONS OF SECTION 10-291, AS AMENDED.

(NA) NO GRANT COMMITMENT WILL BE MADE FOR REPLACEMENT OF ROOFS UNDER 20 YEARS OF AGE UNLESS FULL DOCUMENTATION IS PROVIDED AS REQUIRED.

These plans and specifications must be reviewed by the local fire marshal and reviewed and approved by the local building official. No other phase of this project may be let out for bid prior to review and approval of plans and specifications by the State Department of Education.

(NA) Please submit to this office copies of all modifications to federal and state statutes and regulations once granted. If the modification is not approved, you must comply with the code correction noted in our review.

(NA) This office must receive at a later date, and review for compliance with applicable codes, a copy of the Finish Hardware Schedule as furnished by the builder's hardware dealer supplying the material.

(NA) Elevators ( ) Wheelchair Lifts must be approved by: ( ) State Fire Marshal ( ) State Building Inspector ( ) Advocacy for the Handicapped.

(NA) This office must receive a letter completely explaining the corrective measures taken regarding the following apparent violations noted in an inspection of the existing building on \_\_\_/\_\_\_/\_\_\_, as part of the requirements of General Statute Section 10-284: (See attached report)

Applicants for VO-AG and Special Education projects for schools which exceed state standard space limitations may apply for a waiver of space limitations within 30 days of drawing approval.

All addenda, architectural plan or material changes and all change orders must be submitted to this office for approval prior to acceptance by the local board of education.

The following items are not eligible for reimbursement: (See attachment)

() THIS PROJECT HAS BEEN REVIEWED AS A CODE VIOLATION PROJECT AND ANY ITEM NOT RELATED TO A CODE VIOLATION IS NOT ELIGIBLE FOR STATE REIMBURSEMENT.

ED-042 Rec'd 11-16-87

#21171-58 Rev. 6/03/87

Robert J. Langer  
Plan Reviewer/Code Compliance  
School Facilities Unit (208) 566-2678

Date Nov. 16, 1987

Phase, if applicable N.A.

Town DANBURY School KING ST.

State Project No. 034-88-090 CV

Final plans and specifications for the project identified above, submitted to this office on 11/16/87, have been reviewed as part of the requirements of General Statute Section 10-292 and appear to comply with the (✓) State Fire Safety Code, (NA) State Health Code, (NA) Physically Handicapped Requirements, and (NA) Life Cycle Cost Analysis Requirement.

NOTE: THIS PROJECT MAY BE LET OUT TO BID, IN ACCORDANCE WITH PROVISIONS OF SECTION 10-291, AS AMENDED.

(NA) NO GRANT COMMITMENT WILL BE MADE FOR REPLACEMENT OF ROOFS UNDER 20 YEARS OF AGE UNLESS FULL DOCUMENTATION IS PROVIDED AS REQUIRED.

These plans and specifications must be reviewed by the local fire marshal and reviewed and approved by the local building official. No other phase of this project may be let out for bid prior to review and approval of plans and specifications by the State Department of Education.

(NA) Please submit to this office copies of all modifications to federal and state statutes and regulations once granted. If the modification is not approved, you must comply with the code correction noted in our review.

(NA) This office must receive at a later date, and review for compliance with applicable codes, a copy of the Finish Hardware Schedule as furnished by the builder's hardware dealer supplying the material.

(NA) Elevators ( ) Wheelchair Lifts must be approved by: ( ) State Fire Marshal ( ) State Building Inspector ( ) Advocacy for the Handicapped.

(NA) This office must receive a letter completely explaining the corrective measures taken regarding the following apparent violations noted in an inspection of the existing building on \_\_\_/\_\_\_/\_\_\_, as part of the requirements of General Statute Section 10-284: (See attached report)

Applicants for VO-AG and Special Education projects for schools which exceed state standard space limitations may apply for a waiver of space limitations within 30 days of drawing approval.

All addenda, architectural plan or material changes and all change orders must be submitted to this office for approval prior to acceptance by the local board of education.

The following items are not eligible for reimbursement: ~~-(See attachment)~~

(NA) THIS PROJECT HAS BEEN REVIEWED AS A CODE VIOLATION PROJECT AND ANY ITEM NOT RELATED TO A CODE VIOLATION IS NOT ELIGIBLE FOR STATE REIMBURSEMENT.

ED-042 Rec'd 11-16-87  
Date  
#21171-58 Rev. 6/03/87

Robert G. Langer  
Plan Reviewer/Code Compliance  
School Facilities Unit (203) 566-2678

FINAL PLAN AND SPECIFICATIONS  
APPROVAL RECOMMENDATION

Use #21171 61-63 or 64-67 Code  
Use 68-70 or 71-74 Priority

58

Date Nov. 16, 1987

Phase, if applicable N.A.

DANBURY  
Town

HAYESTOWN  
School

034-88-091CV  
State Project No.

Final plans and specifications for the project identified above, submitted to this office on 11/16/87, have been reviewed as part of the requirements of General Statute Section 10-292 and appear to comply with the (✓) State Fire Safety Code, (NA) State Health Code, (NA) Physically Handicapped Requirements, and (NA) Life Cycle Cost Analysis Requirement.

NOTE: THIS PROJECT MAY BE LET OUT TO BID, IN ACCORDANCE WITH PROVISIONS OF SECTION 10-291, AS AMENDED.

(NA) NO GRANT COMMITMENT WILL BE MADE FOR REPLACEMENT OF ROOFS UNDER 20 YEARS OF AGE UNLESS FULL DOCUMENTATION IS PROVIDED AS REQUIRED.

These plans and specifications must be reviewed by the local fire marshal and reviewed and approved by the local building official. No other phase of this project may be let out for bid prior to review and approval of plans and specifications by the State Department of Education.

(NA) Please submit to this office copies of all modifications to federal and state statutes and regulations once granted. If the modification is not approved, you must comply with the code correction noted in our review.

(NA) This office must receive at a later date, and review for compliance with applicable codes, a copy of the Finish Hardware Schedule as furnished by the builder's hardware dealer supplying the material.

(NA) Elevators ( ) Wheelchair Lifts must be approved by: ( ) State Fire Marshal ( ) State Building Inspector ( ) Advocacy for the Handicapped.

(NA) This office must receive a letter completely explaining the corrective measures taken regarding the following apparent violations noted in an inspection of the existing building on \_\_\_/\_\_\_/\_\_\_, as part of the requirements of General Statute Section 10-284: (See attached report)

Applicants for VO-AG and Special Education projects for schools which exceed state standard space limitations may apply for a waiver of space limitations within 30 days of drawing approval.

All addenda, architectural plan or material changes and all change orders must be submitted to this office for approval prior to acceptance by the local board of education.

The following items are not eligible for reimbursement: (See attachment)

(NA) THIS PROJECT HAS BEEN REVIEWED AS A CODE VIOLATION PROJECT AND ANY ITEM NOT RELATED TO A CODE VIOLATION IS NOT ELIGIBLE FOR STATE REIMBURSEMENT.

ED-042 Rec'd 11-16-87  
Date  
#21171-58 Rev. 6/03/87

Robert J. Langer  
Plan Reviewer/Code Compliance  
School Facilities Unit (203) 566-2678



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

RECEIVED

DEC 2 1987

58

Department of Public Buildings  
(203) 797-4584

Richard M. Palanzo  
Superintendent

December 1, 1987

To: Basil Friscia, Director of Public Works  
From: Richard M. Palanzo *RM*  
Subject: Underground Fuel Storage Tanks

As you are well aware, this summer we had to condemn three underground fuel storage tanks. One at Mill Ridge Intermediate School, Hayestown School, and King Street Intermediate because they were leaking and thereby violated State Department of Environmental Protection regulations. Due to the age of these tanks D.E.P. does not permit repairs. We have had to rent small above-ground tanks until funds could be appropriated for permanent in-ground replacement tanks.

I am requesting your assistance in obtaining the Mayor's and Common Council's approval to appropriate approximately \$100,000.00 (one hundred thousand dollars) to replace the condemned tanks with new fiberglass tanks, according to the specifications that were drawn up in October 1987, per Common Council request.

Your attention to this matter is greatly appreciated. Should you have any questions or require additional information, please do not hesitate to contact me.

cc: Dominic Setaro



58

**CITY OF DANBURY**  
**155 DEER HILL AVENUE**  
**DANBURY, CONNECTICUT 06810**

**PUBLIC WORKS**  
**(8) 797-4537**

**BASIL J. FRISCIA**  
**DIRECTOR OF PUBLIC WORKS**

December 4, 1987

TO: MAYOR JOSEPH H. SAUER, & MEMBERS OF THE COMMON COUNCIL  
FROM: B.J. FRISCIA, DIRECTOR OF PUBLIC WORKS  
RE: UNDERGROUND FUEL STORAGE TANKS

I wish to thank you and the members of the Common Council for the allocation of funds for the replacement of boilers and burners at Mill Ridge Intermediate School. A purchase order has been placed and we expect replacement to begin within 30 days.

We have another problem that requires immediate attention. We are under order from the State DEP to inspect all of the underground fuel storage tanks in the City. This is an ongoing inspection which resulted in the condemnation of fuel tanks at Mill Ridge School, King Street School, and Hayestown Avenue School.

I have attached the correspondence which supports this request. Superintendent Anthony Singe has received approval from the State to proceed with the bid process. We are asking for \$100,000. for this project. Once the project is completed, reimbursement of approximately 53% of the total cost will be received and placed in the General Fund.

Approving this request at the January 1988 Common Council meeting will be appreciated.

BJF:mp  
cc: R. Palanzo  
D. Setaro  
A. Singe  
W. Skronski

ok to certify  
*[Signature]*



58

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DEPARTMENT  
OF FINANCE

December 14, 1987

Certification #36

TO: Common Council via  
Mayor Joseph H. Sauer

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

I hereby certify the availability of \$42,704.00 in the Contingency Fund and \$57,296.00 in the General Fund fund balance for a total of \$100,000.00 to be transferred to a new capital line item entitled New Fuel Tanks - School.

Please note this project has been approved by the state as an eligible project. Reimbursement is not guaranteed.

Balance of Contingency Fund	\$74,455.00
Less pending requests	31,751.00
Less this request	42,704.00
	<u>0.00</u>

Balance of G.F. Fund Balance	\$1,863,537.85
Less pending requests	-0-
Less this request	57,296.00
	<u>\$1,806,241.85</u>

\_\_\_\_\_  
Dominic A. Setaro, Jr.

DAS/af



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

58

**DEPARTMENT  
OF FINANCE**

December 14, 1987

Certification #36

TO: Common Council via  
Mayor Joseph H. Sauer

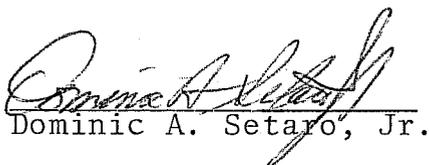
FROM: Dominic A. Setaro, Jr., Acting Director of Finance/  
Comptroller

I hereby certify the availability of \$42,704.00 in the Contingency Fund and \$57,296.00 in the General Fund fund balance for a total of \$100,000.00 to be transferred to a new capital line item entitled New Fuel Tanks - School.

Please note this project has been approved by the state as an eligible project. Reimbursement is not guaranteed.

Balance of Contingency Fund	\$74,455.00
Less pending requests	31,751.00
Less this request	42,704.00
	<u>0.00</u>

Balance of G.F. Fund Balance	\$1,863,537.85
Less pending requests	-0-
Less this request	57,296.00
	<u>\$1,806,241.85</u>

  
 \_\_\_\_\_  
 Dominic A. Setaro, Jr.

DAS/af



# CITY OF DANBURY

155 DEER HILL AVENUE  
DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

59

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

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

December 29, 1987

TO: Mayor Joseph H. Sauer, Jr. and  
Members of the Common Council

FROM: Robert G. Ryerson

RE: Candlewood Park License

---

The parcel of land known as "Candlewood Park" is owned by CL&P and leased annually by the City of Danbury.

We are in the process of demolishing the buildings on the property and erecting a modern Park Center.

This license will allow us to make those improvements as shown on the enclosed set of plans.

All fees have been waived by CL&P.

All insurance conditions have been met by the contractor for the duration of the construction period.

Your earliest attention to this matter is necessary for the expedient conclusion of this project.

RGR:tw  
Encl.

# NORTHEAST UTILITIES



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

General Offices • Selden Street, Berlin, Connecticut

P.O. BOX 270  
HARTFORD, CONNECTICUT 06141-0270  
(203) 665-5000

59

City of Danbury  
Parks and Recreation Dept.  
Hatters Community Park  
7 E. Haystown Road  
Danbury, CT 06811  
Attn: Robert Ryerson

Re: License for Use of Property at  
Candlewood Park  
Danbury, Connecticut

Dear Mr. Ryerson:

In response to your request, Connecticut Light and Power ("Company") agrees to permit your use of its above-referenced parcel of land ("Property"), as shown on the map captioned topographical and drainage map, Sail Harbour Club, June 1986 subject to your consent to the following terms:

#### NO TRANSFER OR RECORDING

1. This License is personal to you and may not be assigned, transferred or recorded.

#### TERM

2. This License shall begin on December 1, 1987 and terminate December 1, 1988.

#### TERMINATION

3. We reserve the right to terminate this License upon 10 days written notice to you. If you desire to terminate the License, you must provide at least 10 days written notice to this Company.
4. Upon termination you must restore the Property to a condition satisfactory to this Company, and remove all your personal property and structures from the Property. Any of your property or structures remaining on the Property after the effective date of termination shall be disposed of by this Company without liability to you for damages. You must reimburse this Company for the expenses of such disposal within thirty (30) days from the date we deliver to you our notice of such expenses.
5. The termination of this License shall not alter or end your obligations to compensate the Company for damage or compensate the Company for disposal of personal property or structures remaining on the Property following the date of termination.

59

USES

6. This License will allow you to make improvement as shown on the set of plans prepared by Cardinal Engineering Association captioned "Proposed Improvements Candlewood Park," containing 12 sheets, dated 7/6/87, upon that portion of this Company's property located in Danbury, Connecticut.
7. Except to the extent described in paragraph 6, you may not permit (i) any excavation, flooding, grading or filling on the Property, (ii) the construction of any structure or improvement on the Property, or (iii) the removal of any timber from the Property.
8. In no event shall you use or store any pollutant or hazardous material on the Property, and you must maintain the Property in a safe and lawful manner at all times.

INSPECTION OF THE PROPERTY

9. You agree that you have inspected the Property, find it satisfactory for your use, and are not relying upon any oral or written promises by the Company concerning the conditions of the Property.

OUR USE OF THE PROPERTY

10. Your use of the Property is subject to the Company's right to enter and use the Property for our business purposes. By accepting this License, you release this Company from any liability to you for damages to your property (including but not limited to structures, crops, shrubs or trees) due to this Company's use of the Property for our business purposes.

FEES AND CHARGES

11. The fee for your use of the Property shall be waived.
12. In addition to the fee provided for above, you are responsible for any additional charges or taxes incurred by the Company by reason of your use or improvement of the Property. You must reimburse the Company the full amount of such charge or tax within thirty (30) days from the date of our notice to you stating the amounts paid by the Company for such charges or taxes.

59

INSURANCE

- 13. For so long as this License is in effect, and as a condition to entering Property, you must provide evidence of at least the following insurance coverage:
  - a. Public liability insurance with limits of at least \$1 million per occurrence/per aggregate for bodily injury and \$1 million per occurrence/per aggregate for property damage.
  - b. All policies shall be endorsed to (i) name the Company, its directors, officers, employees and affiliates as additional insureds with respect to any and all third party bodily injury and/or property damage, and (ii) to require that thirty (30) days written notice be given to the Company prior to any cancellation or material change in the policy.

RISK OF INJURY OR DAMAGE

- 14. The Licensee acknowledges that it has inspected the Property and determined it to be suitable for Licensee's use. The Licensee agrees that it is not relying on any oral or written representations of the Licensor concerning the Property (including but not limited to dimensions, soil conditions, environmental conditions, municipal restrictions, or uses by adjoining or third parties).
- 15. By your acceptance of this License, you agree to indemnify, defend and hold this Company, its agents, employees, assigns and affiliates harmless from any claim, cost, loss or liability whatsoever for injury to persons (including death) or damage to property caused by your use of the Property.

NOTICES

- 16. All notices permitted or required to be made by you or the Company will be considered to be received upon personal delivery, or three (3) business days following mailing of a notice by certified mail, postage pre-paid, return receipt requested to:

City of Danbury  
 Park and Recreation Department  
 Hatters Community Park  
 7 E. Haystown Road  
 Danbury, CT 06811  
 Attn: Robert Ryerson

Northeast Utilities  
 Land Planning Section  
 P. O. Box 270  
 Hartford, CT 06141  
 (tel. #(203) 634-5110

59

PERMITS

17. You shall at your sole risk and costs, obtain any and all permits, licenses, registrations and approvals required by any governmental agencies prior to commencing any work and upon the company's request, furnish a copy of the same.

If these terms are satisfactory to you, please indicate your acceptance by signing both original copies of this Letter and returning them together with a copy of your insurance policy to me. You will have no right to enter or use the Property until one copy of this Letter, signed by both parties, has been returned to you. If you have any questions concerning the licensed rights, please contact Robert Head at (203) 634-5110.

Very truly yours,

*W.C. Rashaw / RGH*  
Supervisor-Real Estate

ACCEPTED:

\_\_\_\_\_, 19\_\_

\_\_\_\_\_  
\_\_\_\_\_

ACCEPTED:

NORTHEAST UTILITIES SERVICE COMPANY,  
As Agent for \_\_\_\_\_

By \_\_\_\_\_

Dated \_\_\_\_\_

RURAL WATER CO., INC.  
225 Greenwood Avenue  
P.O. Box 86  
Bethel, CT 06801  
(203) 744-5459

WD

November 10, 1987

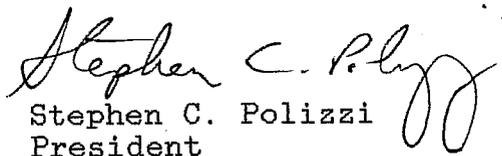
Danbury Common Council  
155 Deer Hill Ave.  
Danbury, Ct. 06810

Gentlemen:

The purpose of this letter is to follow up on my Company's request of the Common Council for permission to drill a well on the City's right of way on Valley Rd., near the State Boat Launch at Latin's Cove. This issue was assigned to a committee in July, with a subsequent meeting on August 3rd. I understand from conversations today with various City Departments that the Public Works Department has recently requested further information from the Engineering Department concerning maps and septic and private well locations.

I was informed that Ms. Johnson, the Chairperson of the committee appointed to review this request, is no longer a member of the Common Council. Please notify me at your earliest convenience who I might contact regarding the status of my request.

Very truly yours,

  
Stephen C. Polizzi  
President

cc: Basil Friscia  
William Buckley  
Jack Schweitzer  
Robert Murphy, DPUC



61

**CITY OF DANBURY**  
**155 DEER HILL AVENUE**  
**DANBURY, CONNECTICUT 06810**

**PUBLIC WORKS**  
**(203) 797-4537**

**BASIL J. FRISCIA**  
**DIRECTOR OF PUBLIC WORKS**

December 9, 1987

TO: MAYOR JOSEPH H. SAUER & MEMBERS OF THE COMMON COUNCIL  
FROM: B.J. FRISCIA, DIRECTOR OF PUBLIC WORKS *YH*

The Forestry Division of the Public Works Department has a 1962 Case Backhoe/Front End Loader that is in desperate need of repair. This piece of equipment is valuable to the functioning of the department.

This piece of equipment is used whenever new planting or transplanting of large trees are required. We are requesting \$5,000 to make the necessary repairs. This money will be for parts as the actual labor will be performed by the Equipment Maintenance Department. This is a small cost to repair a 25 year old machine when you consider to purchase a new machine will cost approximately \$65,000.

I hope this request meets with your approval. An operable machine will save the city many times more than the \$5,000 requested to make these repairs.

BJF:mp

cc: D. Setaro  
B. Johnson  
G. Massoud

02

July 27, 1987.

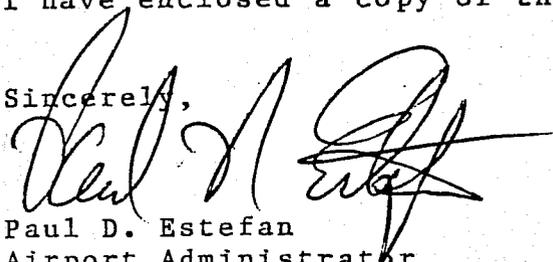
Mayor James E. Dyer  
City of Danbury  
155 Deer Hill Avenue  
Danbury, CT 06810

Honorable Mayor:

The Aviation Commission at its regularly scheduled meeting held on July 23, 1987 voted to forward the lease between the City of Danbury and Reliant Aircraft Service to the Common Council for their decision and approval.

I have enclosed a copy of the lease for your files.

Sincerely,



Paul D. Estefan  
Airport Administrator

Enclosure  
Disk3/Dyer13

62

LEASE

THIS LEASE, made this            day of            19            , between the CITY OF DANBURY, a Municipal corporation of the State of Connecticut, and RELIANT AIRCRAFT SERVICE, INC., hereinafter referred to respectively as "Lessor" and "Lessee",

WITNESSETH: That the lessor hereby leases to the Lessee and the Lessee hereby hires from the Lessor, that certain piece or parcel of land more fully described on Exhibit "A" attached hereto.

The term of this Lease shall be for ten (10) years, commencing on the            day of            19            , at an annual rent of \$1,650.00, except that one-half of the first annual rental shall be due upon the execution of this Lease. After the first year, the annual rental shall be paid in accordance with the rental provisions contained in Exhibit "B" attached hereto and made a part of hereof.

IT IS FURTHER MUTUALLY AGREED Between the parties as follows:

1. Lessee, as a material part of the consideration to be rendered to Lessor, hereby waives all claims against Lessor for damages to goods, wares and merchandise on or about said land and for injuries to persons on or about said land, from any cause arising at any time, and Lessee will hold Lessor exempt and harmless from any damage or injury to any person, or to the goods, wares and merchandise of any person arising from the use of the land by Lessee, or from the failure of Lessee to keep the land in good condition and repair, as herein provided.
2. During the term of this lease the responsibility for maintenance and upkeep shall be solely that of the Lessee. The Lessee shall have the right to use the said land exclusively for the parking of aircraft. The Lessee may not sub-lease the said land.
3. All notices to be given to the Lessee shall be given in writing personally or by depositing the same in the United States mail, postage prepaid, registered mail, return receipt requested, and addressed to the Lessee at their principal place of business, whether or not the Lessee had departed therefrom, or abandoned or vacated the premises.
4. The Lessee agrees to observe all municipal regulations and state and federal laws as may affect the use of the herein described land, and further agrees to observe and abide by the rules, regulations and guidelines as may be set forth from time to time by the Aviation Commission.

62

5. All applicable provisions of "Minimum Standards for Lease and/or Use of the Danbury Municipal Airport" adopted by the Danbury Aviation Commission of the City of Danbury, Connecticut, on June 11, 1970, and as the same are amended from time to time are incorporated herewith and made a part hereof.

6. The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all of the parties hereto.

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

8. And the said Lessee covenants with the Lessor to hire said land and to pay the rent therefor as aforesaid; and that it will commit no waste, nor suffer the same to be committed thereon, nor injure nor misuse the same; but will deliver up the same at the expiration or sooner termination of its tenancy in as good condition as it is now in.

9. It is further agreed that if the said rent shall remain unpaid fifteen (15) days after the same shall become payable as aforesaid, or the Lessee shall commit waste or suffer the same to be committed on said leased land, or shall injure or misuse the same, or shall violate any of the terms, provisions, or conditions herein contained, or if the Lessee commits an act of bankruptcy or a petition or application requesting an arrangement or reorganization under the Bankruptcy Laws be made on the behalf of the Lessee, or if the Lessee makes an application to its creditors for the composition of its debts or executes an assignment for the benefit of creditors, or files a voluntary petition of bankruptcy or an involuntary petition in bankruptcy is filed against the Lessee and not discharged within 30 days; or if a receiver is appointed for any material or substantial portion of the assets of the Lessee; then this Lease shall thereupon, by virtue of this express stipulation herein, expire and terminate; and the said Lessor may at any time thereafter re-enter said land, 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 statute relating to summary process; it is 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.

62

10. 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 herein, the said Lessee hereby waives all right to any notice to quit possession, as prescribed by the statute relating to the summary process.

11. It is further agreed between the parties hereto that the Lessee is to comply with and conform to the laws of the State of Connecticut and the By-laws, rules and regulations of the City of Danbury within which the land hereby leased is situated, relating to health, nuisance and fire, so far as the land hereby leased is or maybe concerned; and to save the Lessor harmless from all fines, penalties and costs for the violation of or non-compliance with the same.

12. The Lessee is given the option to renew this Lease for one (1) additional ten (10) year period upon the same terms and conditions contained herein except that the amount of the annual rental shall be based upon the "Minimum Standards for Lease and/or Use of the Danbury Municipal Airport" in effect at the time of the renewal of the lease and provided the Lessee notifies the Lessor of its intention to renew at least six (6) months prior to the expiration of the lease or any renewal thereof by giving written notice by certified or registered mail, return receipt requested, to the Aviation Commission.

13. The Lessee agrees to use the land on the airport in accordance with the obligations of the Lessor contained in any pre-existing agreements between the Lessor and the United States; and in furtherance of this general covenant but without limiting its general application, the Lessee specifically agrees:

a. to use the land on the airport for the use and benefit of the public;

b. to continue its use of the land in common with such other qualified persons desiring to conduct aeronautical operations on the airport in the event the Lessor provides space therefor.

14. It is expressly understood and agreed that the covenants and provisions herein contained are in no way intended as authorizing the grant of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958, as amended.

15. The Lessor reserves the right to take any action it considers necessary to protect the aerial approaches, clear zones, transition and turning zones of the airport against obstructions to aircraft, together with the right to prevent the Lessee from erecting or allowing any structure or growth on the leased land which in the opinion of the Lessor would limit the usefulness of the airport or otherwise constitute a hazard to aircraft.

62

16. The Lessor reserves the right to develop or improve the airport, or any part thereof, or adjacent thereto, within its discretion regardless of the desires or opinions of the Lessee and without interference or hindrance by the Lessee; and to grant operational rights and privileges to others on available space elsewhere on the airport.

17. This lease will be subordinate to the provisions of any existing or future agreement entered into between the Lessor and the United States to obtain Federal aid for the improvement or operation and maintenance of the airport.

18. The Lessee agrees not to discriminate on account of race, creed, color or national origin in the use of the leased land.

19. The Lessee agrees not to mortgage or otherwise encumber this Lease.

20. This Lease is the complete agreement between the parties and may not be waived, changed, modified, amended, or terminated orally, but only by a writing signed by the party to be changed.

21. This Lease shall be governed by, interpreted and constructed under and in connection with the laws of the State of Connecticut.

22. The Lessee agrees that no building or structure will be constructed upon the demised premises without obtaining the prior written permission of the Aviation Commission of the City of Danbury.

23. This Lease shall be bonding upon and shall inure to the benefit of the parties hereto and the respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this            day of            , 19   .

THE CITY OF DANBURY

By: \_\_\_\_\_  
James E. Dyer, Mayor

RELIANT AIRCRAFT SERVICE, INC.

BY: \_\_\_\_\_  
Wayne R. Toher, President

EXHIBIT A

62

v2

EXHIBIT B

1. The amount of yearly rental to be paid shall increase every two years at a rate starting at 6% thru 10% over the ten year period of the lease. The following table will clarify this.

Years	Rent	% of Increase
1 and 2 .....	\$ 1,650.00 .....	6%
3 and 4 .....	\$ 1,925.00 .....	7%
5 and 6 .....	\$ 2,200.00 .....	8%
7 and 8 .....	\$ 2,475.00 .....	9%
9 and 10 .....	\$ 2,750.00 .....	10%

2. The property taxes will be deducted from the annual rental fee, unless they exceed the rental, in that case the taxes will be paid in lieu of the rental.

63

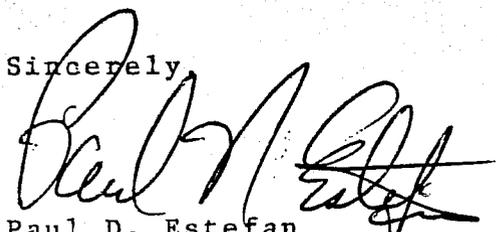
October 21, 1987

Mayor James E. Dyer  
City of Danbury  
155 Deer Hill Avenue  
Danbury, CT 06810

Honorable Mayor:

As requested by the Common Council subcommittee on New England Aircraft Sales appraisal of the one acre site, I submit the following quotes to handle the appraisal. I request the \$ 950.00 quote, which is low bid, be selected to do the appraisal.

Sincerely,



Paul D. Estefan  
Airport Administrator

Enclosures  
Disk4/Dyer18

Purchasing Department  
 155 Deer Hill Avenue  
 Danbury, Connecticut 06810  
 (203) 797-4571



QUOTATION NO. 87-8-10-03	DATE: 10/7/87
RETURN QUOTE TOK. VanDuzee	RETURN BY: 10/19/87
REQUESTED DELIVERY: ASAP	R- 68228

Tom Collins Appraisers, Inc.  
 92 Park Avenue  
 Danbury, CT 06810

**REQUEST FOR QUOTATION**  
**1. THIS IS NOT AN ORDER.**

- Quote, complete per specifications/drawing.
- F.O.B. Danbury unless otherwise noted below.
- Enter all data required below and return one (1) copy to buyer indicated above.
- City of Danbury reserves the right to accept all or part of your offer.
- City of Danbury will consider substitute offers for the product/service listed below.
- Quote received subsequent to the return date indicated above will be considered to be non-responsive.
- Please advise your standard price break when different than our stated quantity.

ITEM	QUANTITY	DESCRIPTION	UNIT COST	TOTAL PRICE
		<p>Appraisal of Bldg #15 location at Danbury Municipal Airport - LAND ONLY.</p> <p>Purpose of appraisal is to estimate the market rental for a land lease.</p> <p>NOTE: Attached document indicates the approximate location.</p> <p>For further details or to visit site, please contact PAUL ESTAFAN - 797-4624</p>		\$ 950.00

VENDOR INFORMATION

- We are a minority business
- We are a subsidiary of:

VENDOR TERMS: \_\_\_\_\_

QUOTE VALID FOR: \_\_\_\_\_

GUARANTEED DELIVERY ARO: \_\_\_\_\_

*4 WEEKS FROM DATE OF ORDER*

By (signature) \_\_\_\_\_

TITLE: \_\_\_\_\_

PHONE: ( ) \_\_\_\_\_

*798-9205*

EXT. \_\_\_\_\_

**Purchasing Department**  
**155 Deer Hill Avenue**  
**Danbury, Connecticut 06810**  
**(203) 797-4571**



QUOTATION NO. 87-8-10-03	DATE: 10/7/87
RETURN QUOTE TOK. VanDuzee	RETURN BY: 10/19/87
REQUESTED DELIVERY: ASAP	R- 68228

Robert N. Noce Associates, Inc.  
 58 Division Street  
 Danbury, CT 06810  
 Attn: Robert N. Noce

*10/13/87*  
*Conflict of interest*  
*40*

**REQUEST FOR QUOTATION**  
**1. THIS IS NOT AN ORDER.**

Tom Collins Appraisers, Inc.  
 92 Park Avenue  
 Danbury, CT 06810

*Frank O'Neil*  
*148-9205*

2. Quote complete per specifications/drawing.
3. F.O.B. Danbury unless otherwise noted below.
4. Enter all data required below and return one (1) copy to buyer indicated above.
5. City of Danbury reserves the right to accept all or part of your offer.
6. City of Danbury will consider substitute offers for the product/service listed below.
7. Quote received subsequent to the return date indicated above will be considered to be non-responsive.
8. Please advise your standard price break when different than our stated quantity.

Petrini Kleis and Associates  
 12 Mill Plain Road  
 Danbury, CT 06810

*10/19*  
*fine element*  
*790-7900*  
*Bob Retrini*

ITEM	QUANTITY	DESCRIPTION	UNIT COST	TOTAL PRICE
		<p>Appraisal of Bldg #15 location at Danbury Municipal Airport - LAND ONLY.</p> <p>Purpose of appraisal is to estimate the market rental for a land lease.</p> <p>NOTE: Attached document indicates the approximate location.</p> <p>For further details or to visit site, please contact PAUL ESTAFAN - 797-4624</p>		

**VENDOR INFORMATION**

- We are a minority business
- We are a subsidiary of:

VENDOR TERMS: \_\_\_\_\_

QUOTE VALID FOR: \_\_\_\_\_

GUARANTEED DELIVERY ARO: \_\_\_\_\_

By (signature) \_\_\_\_\_

TITLE: \_\_\_\_\_

PHONE: ( ) \_\_\_\_\_ EXT. \_\_\_\_\_

# EDWARD F. HEBERGER & ASSOCIATES, INC.

REAL ESTATE APPRAISERS & CONSULTANTS

CHESHIRE OFFICE  
426 HIGHLAND AVENUE  
CHESHIRE, CONNECTICUT 06410  
TEL. (203) 272-2957

STAMFORD OFFICE  
SIX LANDMARK SQUARE  
STAMFORD, CONNECTICUT 06901  
TEL. (203) 325-8111

CONNECTICUT AFFILIATE  
VALUATION NETWORK, INC.

August 26, 1987

Mr. Paul D. Estefan  
Airport Administrator  
Danbury Municipal Airport  
P.O. Box 2299  
Danbury, Connecticut 06813-2299

Re: Potential Land Lease  
Danbury Municipal Airport  
Danbury, Connecticut

Dear Mr. Estefan:

In accordance with our recent conversation, this letter will serve as a proposal by our firm to complete a letter appraisal report of the above captioned property. The purpose is to estimate the market rental for a land lease of approximately one acre of land near the airport control tower.

It is our understanding that this one-acre portion of airport land will be improved with a 10,000 square foot metal hanger building, with the land subject to a 25-year lease.

I would appreciate it if you could send to us a copy of a standard land lease contract utilized at the airport. This will help us in determining a fair rental estimate.

As discussed in our conversation, it is our understanding that a letter appraisal will suffice. ~~We will complete the assignment in a 30-day time period.~~ Our fees are based on time expended; therefore, if less time is required, the fee will be adjusted downward, but in no instance will the fee exceed \$1,500.



63  
August 26, 1987

We are currently in the final stages of completing the appraisal of the 2.07-acre land area at the airport which was condemned by the State of Connecticut for the realignment of Route 7, State Project 34-190. The completed appraisal report will be mailed to Attorney Goldstein as soon as possible.

Our firm is pleased to be working with you and the City of Danbury on the condemnation appraisal and look forward to working with you on the lease assignment. If the above terms are acceptable to you, please notify us as soon as possible.

Respectfully submitted,

*Thomas C. Morrow*

Thomas C. Morrow, MAI

63

LEASE

THIS LEASE, made this            day of            , 1985,  
between the CITY OF DANBURY, a Municipal corporation of the State of  
Connecticut, and RON WHELEN d/b/a New England Aircraft Sales,  
hereinafter referred to respectively as "Lessor" and "Lessee".

WITNESSETH: That the Lessor hereby leases to the Lessee and  
the Lessee hereby hires from the Lessor, that certain piece or parcel  
of land more fully described on Exhibit "A" attached hereto for the  
purpose of conducting business as an airport tenant at Danbury  
Municipal Airport.

The term of this Lease shall be for twenty-five (25) years,  
commencing on the            day of            , 1985, at an annual rent  
in accordance with the rental provisions contained in Exhibit "B"  
attached hereto and made a part hereof.

IT IS FURTHER MUTUALLY AGREED between the parties as follows:

1. Lessee, as a material part of the consideration to be  
rendered to Lessor, hereby waives all claims against Lessor for  
damages to goods, wares and merchandise in, upon or about said  
premises and for injuries to persons in or about said premises, from  
any cause arising at any time, and Lessee will hold Lessor exempt and  
harmless from any damage or injury to any person, or to the goods,  
wares and merchandise of any person arising from the use of the  
premises by Lessee, or from the failure of Lessee to keep the premises  
in good condition and repair, as herein provided.

63

2. Lessee shall pay for all water, gas, heat, light, power, sewer service, telephone service and all other service supplied to the said premises.

3. Title to all appurtenant structures as may be constructed by the Lessee on the herein described premises shall remain in the Lessee during the term of this Lease, and for any further term which may subsequently be agreed upon. At such time as this Lease, or any subsequent Lease, is terminated, title and all appurtenant structures, as hereinbefore described, shall revert to the Lessor. Upon termination of this Lease by lapse of time, Lessee shall, if requested to do so by Lessor, remove all appurtenant structures from the premises at his own expense.

4. During the term of this Lease the responsibility for maintenance, repair, service and upkeep shall be solely that of the Lessee. The Lessee shall have the right to use all appurtenant structures built by it in any manner and in any way that it desires, provided, however, that such use shall at all times be in accordance with the Rules and Regulations for the use of Danbury Municipal Airport, amended on or about May 31, 1985. The Lessee may not sub-lease the premises or assign the Lease except in accordance with the provisions of said "Rules and Regulations" and without the approval of the Airport Commission, which approval shall not be unreasonably withheld.

5. All notices to be given to the Lessee shall be given in writing personally or by depositing the same in the United States

63

mail, portage prepaid, registered mail, return receipt requested, and addressed to the Lessee at his principal place of business, whether or not the Lessee has departed therefrom, or abandoned or vacated the premises.

6. The Lessee agrees to observe all municipal regulations and state and federal laws as may affect the operation of its business and the use of the herein described premises, and further agrees to observe and abide by the rules, regulations and guidelines as may be set forth from time to time by the Airport Commission.

7. All applicable provisions of said "Rules and Regulations" are incorporated herewith and made a part hereof.

8. The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all of the parties hereto.

9. In connection with any construction to be done on said premises, the Lessee shall comply with all local and State zoning, building and health regulations and the relevant ordinances and regulations in the "Rules and Regulations".

10. And the said Lessor covenants with the said Lessee that it has good right to lease said premises in the manner aforesaid, and that it will suffer and permit said Lessee (it keeping all the covenants on its part to be performed as hereinafter contained) to occupy, possess and enjoy said premises during the term aforesaid,

63

without hindrance or molestation from it or any person claiming by, from or under it.

11. And the said Lessee covenants with the Lessor to hire said premises and to pay the rent therefore as aforesaid; and that it will commit no waste, nor suffer the same to be committed thereon, nor injure nor misuse the same; but will deliver up the same at the expiration or sooner termination of its tenancy in as good condition as they are now in, except as hereinbefore stated, ordinary wear and tear and other unavoidable casualties excepted.

12. It is further agreed that if the said rent shall remain unpaid fifteen (15) days after the same shall become payable as aforesaid, or the Lessee shall commit waste or suffer the same to be committed on said leased premises, or shall injure or misuse the same, or shall violate any of the terms, provisions, or conditions herein contained, or if the Lessee commits an act of bankruptcy, or if the Lessee makes an application to its creditors for the composition of its debts or executes an assignment for the benefit of creditors, or files a voluntary petition of bankruptcy or an involuntary petition in bankruptcy is filed against the Lessee and not discharged within 60 days; or if a receiver is appointed for any material or substantial portion of the assets of the Lessee; then this Lease shall thereupon, by virtue of this express stipulation herein, expire and terminate; and the said 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

63

by 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.

13. 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 herein, the said Lessee hereby waives all right to any notice to quit possession, as prescribed by the statute relating to summary process.

14. It is further agreed between the parties hereto that the Lessee is to comply with and conform to the laws of the State of Connecticut and the By-laws, rules and regulations of the City of Danbury within which the premises hereby leased are situated, relating to health, nuisance and fire, 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 the violation of or non-compliance with the same.

15. The Lessee is given the option to renew this Lease for two (2) additional ten (10) year periods upon the same terms and conditions contained herein, provided the Lessee notifies the Lessor of its intention to renew at least six (6); months prior to the expiration of the Lease or any renewal thereof by giving written notice by certified or registered mail, return receipt requested, to

63

the Commission. In the event Lessee exercises its option to renew at the end of the initial twenty-five (25) year term or at the end of the first additional ten (10) year period, Lessee or Lessor may elect at their discretion to submit the provisions of this Lease relating to rent (Schedule B) to binding arbitration.

16. The Lessee agrees to conduct its operations on the airport in accordance with the obligations of the Lessor contained in any pre-existing agreements between the Lessor and the United States; and in furtherance of this general covenant but without limiting its general application, the Lessee specifically agrees;

a. to conduct its operations on the airport for the use and benefit of the public;

b. to make available for the use and benefit of the public all of its aeronautical facilities and services on fair and reasonable terms and without unjust discrimination;

c. to continue its service and operations in common with such other qualified persons desiring to conduct aeronautical operations on the airport in the event the Lessor provides space therefore.

17. It is expressly understood and agreed that the covenants and provisions herein contained are in no way intended as authorizing the grant of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958, as amended.

18. The Lessor reserves the right to take any action it considers necessary to protect the aerial approaches, clear zones,

63

transition and turning zones of the airport against obstructions to aircraft, together with the right to prevent the Lessee from erecting or allowing any structure or growth on the leased premises which in the opinion of the Lessor would limit the usefulness of the airport or otherwise constitute a hazard to aircraft.

19. The Lessor reserves the right to develop or improve the airport, or any part thereof, or adjacent thereto, within its discretion regardless of the desires or opinions of the Lessee and without interference or hindrance by the Lessee; and to grant operational rights and privileges to others on available space elsewhere on the airport.

20. This Lease will be subordinate to the provisions of any existing or future agreement entered into between the Lessor and the United States to obtain Federal aid for the improvement or operation and maintenance of the airport.

21. The Lessee agrees not to discriminate on account of race, creed, color or national origin in any of the operations or use of the Lessee's facilities.

22. The Lessee agrees not to mortgage or otherwise encumber this Lease without the prior written consent of the Lessor.

23. This Lease is the complete agreement between the parties and may not be waived, changed, modified, amended, or terminated orally, but only by a writing signed by the party to be changed.



63

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

Personally appeared THE CITY OF DANBURY, acting herein by JAMES E. DYER, Its Mayor, hereunto duly authorized, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed, and the free act and deed of said corporation, before me.

---

Commissioner of the Superior  
Court/Notary Public

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

Personally appeared RON WHELEN, signer and sealer of the foregoing instrument and acknowledged to be his free act and deed.

---

Commissioner of the Superior  
Court/Notary Public

63

ADDENDUM

1. COMPENSATION UPON EARLY TERMINATION: In the event that this Lease is terminated by the Lessor prior to the expiration of the initial twenty-five (25) year term, or any extension thereof, for any reason except LESSEE'S default or LESSEE'S breach of this Lease, which termination except for such default or breach, shall only be made upon an expressed finding by the LESSOR that such termination is required by the public good and necessity, LESSEE shall thereupon be reimbursed by LESSOR in an amount representing that sum to which LESSEE would be entitled had the LESSOR exercised its power of eminent domain to acquire the LESSEE'S interest in the Premises and improvements, including LESSEE'S loss of goodwill which may result from any termination, interruption or inconvenience to LESSEE'S business, and upon such payments LESSEE shall have no further claim to any such structure or improvements. The term "LESSEE'S interest" as used in this Paragraph shall include the interest of any party having any interest in the LESSEE'S personal property or building(s) as mortgagor, lienor or the like. In the event of any such termination aforesaid, the LESSOR shall also thereupon, in addition to the requirements, obligations, and agreements contained in this paragraph above, identify, make available, and lease to the LESSEE land upon the Danbury Municipal Airport of at least equal area and utility, and in all other respects equivalent to the herein leased Premises, the lease

13

for such equivalent land to be upon the same terms and conditions as are in this Lease established and set forth.

2. HOLDING OVER: And it is further agreed that in case the said LESSEE shall, with the written consent of the 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.

3. LICENSE: From the date of the execution hereof until the commencement of the term of this Lease, the LESSEE is hereby granted an irrevocable license coupled with an interest, which interest consists of the mutual covenants herein contained, to enter upon the demised premises and to take all other reasonable and necessary actions to carry this agreement into full force and effect, which action may include, without limitations, site tests, fencing, construction work, paving, septic and water system installation, and the like.

4. CONSTRUCTION: The LESSEE agrees that no building(s) or structure(s) will be constructed on the premises without obtaining the prior written permission(s) of the Building Department and Planning Commission of the City of Danbury, which approval(s) shall be a condition precedent to LESSEE'S obligations hereunder. No rent shall be payable hereunder until such time as a Certificate of Occupancy has

63

been issued to LESSEE. If LESSEE is unable to obtain a Certificate of Occupancy within one year of the date this Lease is signed, then this Lease shall be null and void and all of the rights and obligations of both parties hereunder shall be terminated.

13

EXHIBIT A

All that certain piece or parcel of land, located at Danbury Municipal Airport, in the City of Danbury, Fairfield County, Connecticut, designated as \_\_\_\_\_ on that certain map entitled, "DANBURY MUNICIPAL AIRPORT MASTER PLAN, TERMINAL AREA PLAN" prepared by Edwards and Kelcey, Incorporated, Dwg. No. 6.04, which map is contained in "MASTER PLAN, DANBURY MUNICIPAL AIRPORT, DANBURY, CONNECTICUT" prepared for the City of Danbury by Edwards and Kelcey, Incorporated, Boston, Mass., which map is attached hereto and made a part hereof.

63

EXHIBIT B

1. Rent shall be paid by Lessee in consecutive quarterly installments, payable in advance. The Lessee's obligation to pay rent shall commence and the first payment shall be due on the date when Lessee obtains a Certificate of Occupancy for the structure to be built by Lessee on said premises.

2. The amount of yearly rental to be paid by Lessee shall be based on the real value of said premises. The real value of said premises is hereby agreed to be \$110,000.00. The amount of yearly rental to be paid by Lessee shall be equal to six percent (6%) of one-half (1/2) of the real value of said premises.

3. The real value of said premises shall be reassessed in October of 1986. Beginning in October of 1986 and running through October of 1988, the amount of yearly rental to be paid by Lessee shall be equal to six percent (6%) of one-half (1/2) of the real value of said premises as determined in October of 1986.

4. Beginning in October of 1988 and running through the end of this Lease, the yearly rental to be paid by the Lessee shall be as follows:

(a) October 1, 1988 - September 30, 1990: annual rental shall be seven percent (7%) of one-half (1/2) of the real value of said premises as determined in October of 1986.

(b) October 1, 1990 - September 30, 1992: eight percent (8%) of one-half (1/2) of the real value.

(c) October 1, 1992 - September 30, 1994: nine percent (9%) of one-half (1/2) of the real value.

(d) October 1, 1994 - September 30, 1996: ten percent (10%) of one-half of the real value.

The real value of the premises shall be reassessed in October of 1996.

(e) October 1, 1996 - September 30, 1998: annual rental shall be six percent (6%) of one-half of the real value of said premises as determined in October of 1996.

(f) October 1, 1998 - September 30, 2000: seven percent (7%) of one-half (1/2) of the real value.

(g) October 1, 2000 - September 30, 2002: eight percent (8%) of one-half (1/2) of the real value.

(h) October 1, 2002 - September 30, 2004: nine percent (9%) of one-half (1/2) of the real value.

(i) October 1, 2004 - September 30, 2006: ten percent (10%) of one-half (1/2) of the real value.

The real value of the premises shall be reassessed in October of 2006.

(j) October 1, 2006 - September 30, 2008: annual rental shall be six percent (6%) of one-half (1/2) of the real value of said premises as determined in October of 2006.

(k) October 1, 2008 - September 30, 2010: seven percent (7%) of one-half (1/2) of the real value.

(l) October 1, 2010 - September 30, 2012: eight percent (8%) of one-half of the real value.

63

(m) October 1, 2012 - September 30, 2014: nine percent (9%) of one-half of the real value.

(n) October 1, 2014 - September 30, 2016: ten percent (10%) of one-half (1/2) of the real value.

5. The amount of yearly rental to be paid by Lessee shall be decreased in an amount equal to the yearly tax liability of Lessee to the City of Danbury attributable to the structure(s) to be erected by Lessee on the premises. During any year when said tax liability is equal to or greater than the amount of rental to be paid, Lessee shall have no obligation to pay rent and will pay taxes only.

# ERHARDT CHEVROLET, INC.

DEC 29 1987

70 MAIN STREET  
DANBURY, CT 06810

743-2666

64

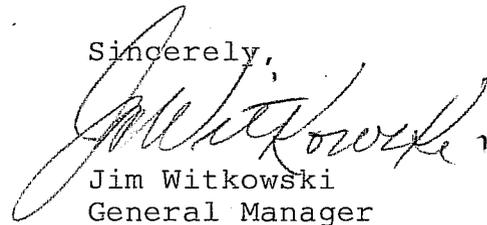
December 29, 1987

Danbury Corporation Counsel  
Town Hall  
155 Deer Hill Avenue  
Danbury, Ct 16810

To whom it may concern:

Erhardt Chevrolet, Inc. would like to present the following issue at the next meeting of the Danbury Corporation Counsel.

Sincerely,



Jim Witkowski  
General Manager

JW/rkd  
encl.

# ERHARDT CHEVROLET, INC.

70 MAIN STREET  
DANBURY, CT 06810

743-2666

October 27, 1987

Mr. Daniel Minaham  
Superintendent of Highways  
City of Danbury  
Newtown Road  
Danbury, Connecticut

or

Mr. Basil J. Friscia  
Director of Public Works  
City of Danbury  
Danbury, Connecticut

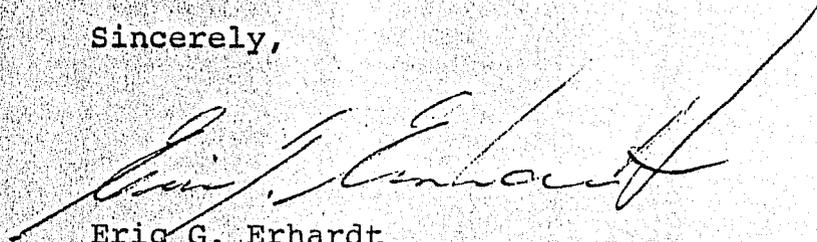
Dear Mr. Minaham or Mr. Friscia:

I am writing with respect to a fence that Erhardt Chevrolet has erected along Grand Street at the rear of its lot at 70 Main Street.

The fence was put up in response to three problems, Grand Street residents' complaints about seeing vehicles parked in the rear of my dealership, use of the rear of my lot as a neighborhood garbage dump and use of the area between the curb line and my property line as a parking area for Grand Street residents. This latter problem has resulted in some depression of the curb line and backfill which has, in turn, caused erosion of my stone wall and other areas in the rear of the lot. Before placing the fence, I went to the City to ask if there were any restrictions on my placing a fence above the stone wall. Upon being told by the City's land use agencies that there were no such restrictions, I proceeded to build. It was only after completion of the structure, however, that I learned that the Erhardt property ends at the top of the stone wall and that the fence was apparently on City property.

My plans for the rear portion of the property include the construction and sale of residential units on a one-half acre section of the 70 Main over the next twenty-four months. Since this is a permitted use, I see no significant problems in meeting this timetable. I would like to maintain the fence in its present location during that time in order to protect the neighbors' view and my property. Toward that end, I will take any reasonably necessary steps to safeguard the public and the City of Danbury. I would appreciate your indulgence for the next twenty-four months.

Sincerely,



Eric G. Erhardt  
President



lfb

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

~~JAMES H. DYER, MAYOR~~

COMMON COUNCIL

## REPORT

January 5, 1988

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

Re: Request for Waiver of Fees

The Common Council Committee appointed to review the request from BRT Corporation for waiver of sewer connection fees met on December 15, 1987 at 7:30 P.M. in City Hall. In attendance were committee members Esposito and Fazio. Mr. Cassano was unable to attend. Also present were E. Nahom of BRT, Superintendent of Public Utilities William Buckley and Director of Public Works Basil Friscia.

Mr. Esposito read the charge of the committee and entertained a motion by Mr. Fazio to suspend the rules so that the committee members could hear the input of BRT and the Department Heads. Mr. Nahom stated that a sewer connection fee of \$19,000 was paid to the City under protest since the owners had received comments from the City Engineer commencing in January, 1987 and had completed the review process by July 10, 1987 in response to the Engineering Department's letter dated May 29, 1987. Thus, the permits could have been obtained before the ordinance adopting the additional sewer charge came into effect on August 26, 1987.

Mr. Buckley stated that although BRT had been negotiating with the City since January, 1987, the application for use of sewers was dated October 5, 1987, long after the ordinance establishing the connection fee increase took place.

Mr. Esposito read a letter from Assistant Corporation Counsel Eric Gottschalk stating that since the new fees were in effect for several weeks prior to the filing of BRT sewer connection application, the new rates must be paid.

Mr. Fazio stated that since the application for use of sewer was dated October 5, 1987 and a copy of the application was given to committee members showed that the application was made after the rate increase took place. In the absence of other documentary facts the applicant should abide by the new ordinance.

60

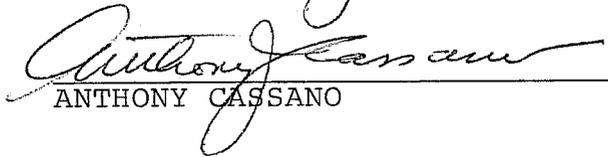
A motion made by Mr. Fazio and seconded by Mr. Esposito that the committee recommend to the Common Council that the BRT fee waiver petition be denied passed unanimously.

Meeting adjourned at 8:30 P.M.

Respectfully submitted,

  
\_\_\_\_\_  
JOHN ESPOSITO, Chairman

  
\_\_\_\_\_  
MICHAEL FAZIO

  
\_\_\_\_\_  
ANTHONY CASSANO



66

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

Robert T. Resha  
CORPORATION COUNSEL  
ERIC L. GOTTSCHALK  
LASZLO L. PINTER  
SANDRA V. LEHENY

PLEASE REPLY TO:

ASSISTANT CORPORATION  
COUNSEL

December 15, 1987

DANBURY, CT 06810

Councilman John Esposito  
Common Council  
City of Danbury  
Danbury, Connecticut

Re: BRT Fee Waiver Petition

Dear Councilman:

I have reviewed the above-referenced request with City Engineer John A. Schweitzer, Jr. Mr. Schweitzer has also provided me with a copy of the BRT sewer connection permit application. A copy of that application is attached for your review. Please note that the application is dated October 5, 1987 and was approved by the Engineering Office on November 1, 1987. The ordinance establishing the connection permit fee increases, from which the petitioner seeks a waiver, became effective in August of 1987.

While I understand the desire of the BRT officials to minimize costs, all those who live or conduct business within the limits of the City of Danbury are presumed to know the laws of this jurisdiction. The sewer connection permit fee ordinance amendments were duly adopted and approved after the public hearing at which the petitioner had a right to be heard. The ordinance amendments were subsequently published and thereafter took effect in accordance with law. In my view, since the new fees were in effect for several weeks prior to the filing of BRT's sewer connection application the new rates must be paid. The fact that the petitioner could have applied for connection prior to the effective date of the new rates should have no impact on this analysis.

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

Sincerely,

Eric L. Gottschalk  
Assistant Corporation Counsel

ELG:cr  
Enclosure

SEWER DEPARTMENT OF THE CITY OF DANBURY

OCT 5 1987

APPLICATION FOR USE OF SEWER

2327  
Engineering Dept.

PLEASE MAKE CHECK PAYABLE TO: SEWER DEPARTMENT, CITY OF DANBURY

This application to be prepared by owner of property requesting sewer service *W*

Date of Application October 5, 1987

Name of Property Owner BRT, A Connecticut Partnership

Street Location Old Newtown Road Assessor's Lot No. L12002

To Whom Sewer Bill will be sent BRT, 50 Newtown Road

Address Danbury, CT 06810

Type of Service Requested (check types)

- Residential - Number of families
- Business
- Industrial
- Air conditioning and refrigeration - Give ton capacity
- Will water conservation equipment be used?
- Other Explain:

Give brief description of service desired, including size of connections:

6" 40 - 1/2 baths

20 up and 20 down

Give name of plumber who will make connections Richard Possamato

The above named applicant agrees that, if permission is granted by the Sewer Department of the City of Danbury to use sewer for the above described purpose, he will abide by all ordinances, rules and regulations of the City of Danbury. The applicant should in particular pay notice to Section 17-46 "Indemnification of City from loss" and Section 17-56 "Insurance requirements", of these ordinances.

An excavation permit must also be obtained from the proper authorities.

No road openings are permitted between December 1st and March 1st as per ordinance Section 17-61.

Connection Fee \$ 19,000.<sup>00</sup>

COMPS ON BACK

Signature *Edmund J. Nathon*  
Edmund J. Nathon, Partner

748-5100

Action taken on application:

OK  
*JOS*  
11/1/87



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

67

## COMMON COUNCIL

### COMMITTEE REPORT

Re: Mayor Sauer's Appointment of Assistant Corporation Counsel

The committee charged with recommending action on the appointment of assistant corporation counsel met on Tuesday, December 8, 1987 in city hall. In attendance were committee members Godfrey, Bourne, and Shaw; ex officio members Fazio, Eriquez, Connell, Danise, Esposito, Regan, and Weiss; invited witnesses Corporation Counsel Robert Resha, Assistant Corporation Counsel Eric Gottschalk, Assistant Corporation Counsel Lazlo Pinter, Attorney John Jowdy, and Attorney J. Timothy Deakin; and Republican Town Committee Chairman Gary Karpweski.

The chair invited each of the appointees to make presentations to the committee, followed by questions from the committee members, both active and ex officio:

**Eric Gottschalk** was appointed to the position of assistant corporation counsel in 1978. A charter change made by the electors of the city the previous year had created this first, full-time position. First appointed by Mayor Boughton, he has continued in the position for almost ten years under administrations of both major political parties. Before accepting the appointment, he had graduated from Boston University and Boston University School of Law; and practiced privately for about one-and-a-half years.

Attorney Gottschalk was strongly recommended by Corporation Counsel Resha, and highly praised by several veteran and freshman council members. The committee unanimously recommends that the Common Council confirm Mayor Sauer's appointment of Attorney Gottschalk.

**Lazlo Pinter** is a more recent appointment to a position of full-time assistant corporation counsel. He is a graduate of Fordham University and the University of Bridgeport School of Law. He had practiced privately for a short time before coming to the city. While in law school, he had taken a number of courses in municipal law, and interned with the Danbury Corporation Counsel. He considers municipal law to be his career specialty.

Attorney Pinter was strongly recommended by Corporation Counsel Resha, and highly praised by several council members. The committee unanimously recommends that the Common Council confirm Mayor Sauer's appointment of Attorney Pinter.

67

**John Jowdy** is a partner in the Danbury law firm of Jowdy and Jowdy. He is a graduate of Boston College and the New England School of Law (with Honors). He has the distinction of having been appointed a small claims hearing commissioner, and an attorney fact-finder by the state judicial department. Both are positions of high responsibility and trust, requiring not only a knowledge of the law, but also a keen sense of fairness and justice.

Attorney Jowdy was strongly recommended by Corporation Counsel Resha, who disclosed to the committee that he had approached Mr. Jowdy and asked him to serve because of his ability and merit. The chair joined in praise of Mr. Jowdy, especially noting his activity as small claims hearing commissioner. The committee unanimously recommends that the Common Council confirm Mayor Sauer's appointment of Attorney Jowdy.

**J. Timothy Deakin** is an associate with the Danbury firm of Joseph A. Saffi, P.C., where he engages in a general practice with an emphasis in real estate. Under extensive committee questioning, he disclosed that he has conducted litigation, a trial, administrative law cases such as land use, and been appointed by the Superior Court as counsel in family realtions cases. He has practiced privately for two years.

In law school, he was extensively involved in both appellate and trial moot court competitions, and won an award for "Best Appellate Brief" in 1983. he was chosen to be a teaching assistant to a legal research and writing class while in his final year of law school.

Attorney Deakin was strongly recommended by Corporation Counsel Resha, who disclosed to the committee that he had approached Mr. Deakin and asked him to serve because of his ability and merit. Councilman Regan praised Mr. Deakin's credentials, and his response to the committee's "grilling." The chair joined in praising Mr. Deakin's experience, and ability to handle himself in an adversarial situation.

The chair moved to recommend that the Common Council confirm Mayor Sauer's appointment of Attorney Deakin. The motion failed for lack of a second. The chair moved that no action be taken. The motion failed for lack of a second. The chair entertained any other motion regarding Mayor Sauer's appointment of Mr. Deakin. None were forthcoming.

The chair announced that he individually recommends that the Common Council confirm Mayor Sauer's appointment of Mr. Deakin.

The chair further announced that, in order to timely provide the city with full legal representation, he would request of Mayor Sauer a special meeting to be held on the committee's report.

  
Robert D. Godfrey, Chairman

Lovie Bourne

William Shaw



67

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

## COMMON COUNCIL

December 9, 1987

Jospeh H. Sauer, Jr., Mayor  
155 Deer Hill Avenue  
DAnbury, CT 06810

Re: Appointment of Assistant Corporation Counsel

Your Honor:

I am sadly obliged to report that the Common Council Committee charged with recommending action on your appointments to assistant corporation counsel has failed to act fully due to the non-feasance of two of its members.

However, a final report will be forthcoming, which will recommend confirmation of Attorneys Gottschalk, Pinter, and Jowdy. The failure to act involved only Attorney Deakin.

I am requesting that you call a special meeting of the Common Council as soon as possible to deal with the committee report. I mentioned this to you, and asked it publically at the December meeting of the Council. It was urged on me by Corporation Counsel Resha, who noted the difficulty in providing adequate legal representation to the city while effectively short-staffed. I fully agree with his analysis, and endorse his reasonable request.

Please advise me of your choice of a date.

Sincerely,

Robert D. Godfrey  
Councilman, Fourth Ward

RDG/

c: Elizabeth Crudginton ✓  
Michael Fazio  
Gene Enriquez



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

60  
68

COMMON COUNCIL

## COMMITTEE REPORT

### FLINTLOCK DRIVE

Common Council Agenda - Item 38 - December 1987

The Common Council Committee appointed to review the completion of Flintlock Drive complaint met on December 16th at 7:35 P.M. In attendance were committee members Lovie Bourne, Chairman, Stephen Flanagan and Michael Fazio. Also present were: Basil Friscia, Jack Schweitzer and Lisa Buzaid.

The gist of the problem is that a portion of the road has not been approved by the City and therefore the City has not maintained it especially during the winter months for snow plowing.

This problem stems from the fact that this is a resubdivision area originally approved in July 1978. On recommendation from City Engineering, the Planning Commission put into place a \$21M road bond with further stipulations that the road be completed in two years. In December 1978, the Planning Commission voted to reduce the bond to \$10.5M. Extensions to complete the road were continually granted, the bond was never called, and to date the road is still not completed.

Mr. Friscia assured Mrs. Buzaid that the road would be plowed in that the plower must plow a large portion of the road and turnaround in the cul-de-sac area that is unapproved.

Stephen Flanagan moved that this matter of the bond for Flintlock Drive be referred to Corporation Council for his investigation and to see what is the status of it. Seconded, Mike Fazio. Passed unanimously.

Motion to adjourn 8:10 P.M.

Respectfully submitted,

Lovie D. Bourne  
Committee Chairman

  
STEPHEN FLANAGAN  
  
MICHAEL FAZIO



68

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

## COMMITTEE REPORT

### FLINTLOCK DRIVE

Common Council Agenda - Item 38 - December 1987

The Common Council Committee appointed to review the completion of Flintlock Drive complaint met on December 16th at 7:35 P.M. In attendance were committee members Lovie Bourne, Chairman, Stephen Flanagan and Michael Fazio. Also present were: Basil Friscia, Jack Schweitzer and Lisa Buzaid.

The gist of the problem is that a portion of the road has not been approved by the City and therefore the City has not maintained it especially during the winter months for snow plowing.

This problem stems from the fact that this is a resubdivision area originally approved in July 1978. On recommendation from City Engineering, the Planning Commission put into place a \$21M road bond with further stipulations that the road be completed in two years. In December 1978, the Planning Commission voted to reduce the bond to \$10.5M. Extensions to complete the road were continually granted, the bond was never called, and to date the road is still not completed.

Mr. Friscia assured Mrs. Buzaid that the road would be plowed in that the plower must plow a large portion of the road and turnaround in the cul-de-sac area that is unapproved.

Stephen Flanagan moved that this matter of the bond for Flintlock Drive be referred to Corporation Council for his investigation and to see what is the status of it. Seconded, Mike Fazio. Passed unanimously.

Motion to adjourn 8:10 P.M.

Respectfully submitted,

Lovie D. Bourne  
Committee Chairman

---

STEPHEN FLANAGAN

---

MICHAEL FAZIO



69

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

## COMMITTEE REPORT

COMMON COUNCIL

**Howard Ludlow - Complaint**  
**Common Council Agenda - Item 11 - December 1, 1987**

The Common Council Committee appointed to review the complaint of Howard Ludlow met on December 16th at 8:35 P.M. In attendance were Committee members, Lovie Bourne, Chairman, Nicholas Zotos, and Gene Erizquez. Also present were, Basil Friscia, Mr. Ludlow and his daughter, Holly (please note that Ms. Ludlow's married name is unknown at the present and will be submitted later.)

The basis of the complaint is that the City did without permission install 2-18" diameter steel drainage pipes from Grandview Drive allowing runoff and/or diverting the flow of water onto raw acreage owned by Mr. Ludlow therefore creating two tremendous drainage swales. Ms. Ludlow stated that at no time did her father give permission to the City to do this work. She also explained that her father had complained to many people, naming Connie McManus, Bernie Gallo, Beverly Johnson, Mr. Fusiatic, Mr. Tartaligia all to no avail. Mrs. Bourne stated that she had checked with the Tax Collector's and Town Clerk's office and that no easements were found.

Both Mr. Friscia and Mrs. Bourne had toured the Ludlow's property, and pictures depicting the problem were shown to other members.

Ms. Ludlow began by saying that the water is washing away all the land, and that the land is going through tremendous erosion. Ms. Ludlow explained that they would like to have the piping extended past their land and covered. They do not object to the piping going through, they simply want the erosion stopped.

Mr. Friscia stated that he felt that the City should at this time request drainage rights to drain through the Ludlow's property to alleviate future problems. Ms. Ludlow did not have a problem with Mr. Friscia's request as long as the pipes go through to the end of their property.

In view of the fact that Mr. Friscia was not prepared to answer the Ludlow's request to resolve the issue, Mr. Friscia will prepare a proposal to report back to the Committee at which time another meeting will be scheduled that will include the Corporation Council's office.

Respectfully submitted,

Lovie D. Bourne  
Committee Chairman

---

NICHOLAS ZOTOS

cc: Eric Gottschalk, Esq.

---

GENE ERIQUEZ



70

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

~~XXXXXXXXXXXX~~

COMMON COUNCIL

## REPORT

January 5, 1988

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

Re: Safety Precautions at Grolier Headquarters

The committee appointed to study a request for a crosswalk and solution of a drainage problem at the Grolier Headquarters in Danbury met at 8:40 P.M. on December 14, 1987. In attendance were committee members DaSilva, Connell and Enriquez. Also in attendance were Director of Public Works Basil Friscia and Councilman Art Regan, attending ex-officio.

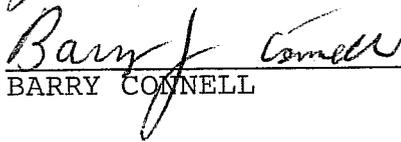
A letter from Grolier was read explaining the problems that exist in crossing Sherman Turnpike because of a lack of a crosswalk and puddles which occur during rainstorms.

After discussion, the committee decided to have the Chairman contact the Police Department to request the painting of a sidewalk and the installation of a caution sign at the site. The Public Works Director will survey the area for a solution to the puddling problem. The meeting adjourned at 8:55 P.M.

Respectfully submitted,

  
\_\_\_\_\_  
JOSEPH DaSILVA

  
\_\_\_\_\_  
GENE ENRIQUEZ

  
\_\_\_\_\_  
BARRY CONNELL



7

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

~~XXXXXXXXXXXX MAYOR~~

COMMON COUNCIL

## REPORT

January 5, 1988

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

Re: Safety Precautions at Grolier Headquarters

The committee appointed to study a request for a crosswalk and solution of a drainage problem at the Grolier Headquarters in Danbury met at 8:40 P.M. on December 14, 1987. In attendance were committee members DaSilva, Connell and Eriquez. Also in attendance were Director of Public Works Basil Friscia and Councilman Art Regan, attending ex-officio.

A letter from Grolier was read explaining the problems that exist in crossing Sherman Turnpike because of a lack of a crosswalk and puddles which occur during rainstorms.

After discussion, the committee decided to have the Chairman contact the Police Department to request the painting of a sidewalk and the installation of a caution sign at the site. The Public Works Director will survey the area for a solution to the puddling problem. The meeting adjourned at 8:55 P.M.

Respectfully submitted,

---

JOSEPH DaSILVA

---

GENE ERIQUEZ

---

BARRY CONNELL



# CITY OF DANBURY

71

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

~~JAMES E. DYER, MAYOR~~

COMMON COUNCIL

## REPORT

January 5, 1988

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

Re: Septage Ordinance and Rates

The committee appointed to review a proposed ordinance on septage rates met at 7:00 P.M. on December 14, 1987. In attendance were committee members DaSilva, Regen, Eriquez and Renz. Also in attendance was Superintendent of Public Utilities William Buckley.

Mr. DaSilva explained the past history of the inter-local agreements between, at first, Danbury and Brookfield, and then Danbury, Brookfield, Newtown, Redding, New Fairfield and Bridgewater. Mr. Buckley explained the reasons for the drafting of the proposed ordinance. There is a need for the codification of the various rules and regulations regarding the dumping of septage waste. It also sets forth the rates for dumping this waste. He felt that the placing of these regulations and fee schedule in ordinance form is necessary for the proper administration of the waste treatment plant for local and out of city dumping of septage.

Mr. Eriquez moved to recommend approval of the proposed ordinance and the fee schedule. Motion seconded by Mr. Regen. Motion carried unanimously. Meeting adjourned at 7:25 P.M.

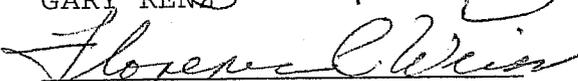
Respectfully submitted,

  
\_\_\_\_\_  
JOSEPH DaSILVA

  
\_\_\_\_\_  
ARTHUR REGEN

  
\_\_\_\_\_  
GENE ERIQUEZ

  
\_\_\_\_\_  
GARY RENZ

  
\_\_\_\_\_  
FLORENCE WEISS



# CITY OF DANBURY

155 DEER HILL AVENUE  
DANBURY, CONNECTICUT 06810

~~JAMES H. DYER, MAYOR~~

COMMON COUNCIL

## REPORT

January 5, 1988

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

Re: Septage Ordinance and Rates

The committee appointed to review a proposed ordinance on septage rates met at 7:00 P.M. on December 14, 1987. In attendance were committee members DaSilva, Regen, Eriquez and Renz. Also in attendance was Superintendent of Public Utilities William Buckley.

Mr. DaSilva explained the past history of the inter-local agreements between, at first, Danbury and Brookfield, and then Danbury, Brookfield, Newtown, Redding, New Fairfield and Bridgewater. Mr. Buckley explained the reasons for the drafting of the proposed ordinance. There is a need for the codification of the various rules and regulations regarding the dumping of septage waste. It also sets forth the rates for dumping this waste. He felt that the placing of these regulations and fee schedule in ordinance form is necessary for the proper administration of the waste treatment plant for local and out of city dumping of septage.

Mr. Eriquez moved to recommend approval of the proposed ordinance and the fee schedule. Motion seconded by Mr. Regen. Motion carried unanimously. Meeting adjourned at 7:25 P.M.

Respectfully submitted,

\_\_\_\_\_  
JOSEPH DaSILVA

\_\_\_\_\_  
ARTHUR REGEN

\_\_\_\_\_  
GENE ERIQUEZ

\_\_\_\_\_  
GARY RENZ

\_\_\_\_\_  
FLORENCE WEISS

RECEIVED

MAR 11 1987

Engineering Dept.

72

Pelham Products, Inc.  
6 South Street  
Danbury, Connecticut 06810

January 16, 1987

City Clerk, City of Danbury  
Danbury City Hall  
Deerhill Avenue  
Danbury, CT 06810

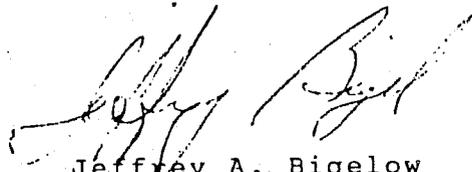
Dear Madam:

Enclosed please find my application for extension of  
water and/or sewer.

Kindly include this matter on the agenda for consideration  
by the Common Counsel at its next regularly scheduled  
meeting.

Thank you for your cooperation.

Very truly yours,



Jeffrey A. Bigelow  
for Pelham Products, Inc.

JAB/lag  
Enclosure

Pelham Products, Inc.

---

72

PAYNE ROAD  
BETHEL, CONN. 06801

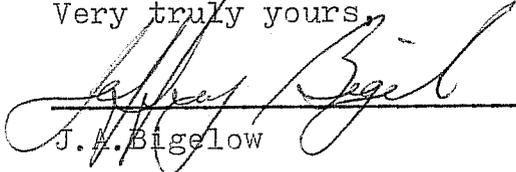
Dec. 10, 1987

City Clerk, City of Danbury  
Danbury City Hall  
Deerhill Av.  
Danbury, Ct. 06810

Dear Madam:

Enclosed are copies of my applications for extension of water and sewer on South Street. Would you please advise me, if a determination has been made. If there has not been any, could you please put the application on the agenda at your earliest convenience.

Very truly yours

  
\_\_\_\_\_  
J. A. Bigelow

COMMON COUNCIL  
CITY OF DANBURY

RECEIVED  
MAR 11 1987

Engineering Dept.

APPLICATION FOR EXTENSION OF SEWER AND/OR WATER

72

Sewer

Water

**Applicant:** Pelham Products, Inc.

**Address:** 6 South Street

Danbury, Connecticut 06810

**Telephone No:** 792-1515

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

**Located at:** 6 South Street, Danbury

**Assessor's Lot No:** K16132

**Zone in which the Property Lies:** RM-12

**Intended Use:**

Retail

Office

Mixed Use

Industrial

Single Family Residential

Multiple Family Development

           Number of Efficiency Units

           Number of 1 Bedroom Units

  11   Number of 2 Bedroom Units

           Number of 3 Bedroom Units

  11   Total Number of Units

PELHAM PRODUCTS, INC.

Jeffrey A. Bigelow  
BY: JEFFREY A. BIGELOW  
(Signature)

January 3, 1987

(Date)

22

2/3/87 ✓ 020 - COMMUNICATION - Request for sewer and water extension at  
6 South Street.

Request from Pelham Products, Inc. for extension of water and  
sewer lines at 6 South Street.

Mr. Gallo asked that this be referred to committee. Mrs.  
McMannus ordered that the committee shall consist of Council Members  
Torian, Zotos, Eriquez and the Planning Commission.

Committee appointed to review the request for water extension to [redacted] Street met on December 17, 1987 at 7:30 P.M. in City Hall. Attending were Committee Members Zotos, Weiss and Moran. Also Council Members Connell and Regan attended ex-officio. Also present were City Engineer Jack Schweitzer William Buckley and the Petitioner Jeffrey Bigelow.

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

72

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

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

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.

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

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

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

Should another, other than the petitioner hold title to any land involved in the approval, then consent prior to any installation or hook-up shall be furnished in a form satisfactory to the City Engineer and Corporation Counsel.

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

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

Mr. Moran made a motion to accept the petition. The City is to accept \$15,000 for future extension of water line to his property. Seconded by Mrs. Weiss.

Respectfully submitted,

NICHOLAS ZOTOS, Chairman

FLORENCE WEISS

HANK S. MORAN



# CITY OF DANBURY

155 DEER HILL AVENUE  
DANBURY, CONNECTICUT 06810

COMMON COUNCIL

## COMMITTEE REPORT

January 5, 1988

Re: Petition of the Redevelopment Agency to Condemn Land

The committee appointed to recommend action on the petition of the Redevelopment Agency to condemn certain land met in City Hall on December 15, 1987. Present were members Godfrey, Danise, and Bourne; the petitioner represented by its Chairman Jack Sullivan, a member Boyd Losee, its Executive Director Jerry Juretus, and its attorney Richard Kilcullen; Assistant Corporation Counsel Lazlo Pinter; and invited witness Joseph Heyman.

The petitioner presented its case:

A railroad siding has once extended from the railroad yards to the southern side of the former Omaha Beef building, across what is now the northern part of the downtown redevelopment area. Attorney Kilcullen disclosed that his title search back to about 1846 showed that the owner at that time later granted a right of way to a railroad. A succession of railroad companies held title to this right of way. The fee simple ownership was later held by the owner's estate and/or the Union Savings Bank either as an owner or as a fiduciary. In short, there are outstanding legal questions as to the holder of the title of record.

The last railroad to hold the right of way was the Penn Central. Several years ago, it decided to dispose of its property interest. Following applicable law, it offered its interest in turn to the federal, state, and city governments. None of these governments exercised its right to acquire the interest within the time allowed by law. Subsequently, the railroad offered and quit-claimed its interest to Joseph Heyman for a money consideration.

Petitioner claimed that the City of Danbury, operating through its Parking Authority, has been the physical possessor of the land in question actually, openly, exclusively, continuously, and adversely to the interest of the true owner for a period of time sufficient under statutes to become the legal titleholder. However, the question of record title remains open, and subject to adjudication or other legal proceedings.

Both the petitioner and the committee agreed that it was in the best interest of the city that the question of title be resolved, and that title should somehow be held by the city for the public purposes associated with downtown redevelopment.

73

Mr. Heyman claims that he is the titleholder in fee of the land in question. He reported that he had at one time entered into discussions with the Agency over a year and a half ago regarding a possible sale of his interest. The discussions were ended without resolution, however. He stated his willingness to negotiate several points with the Agency, and was very upset that the Agency had approached the Common Council for permission to condemn before it re-opened discussions with him. The committee concurred with Mr. Heyman that the Agency should have taken this course, indeed should not have let the early discussions end without resolution.

Mr. Heyman specifically disclosed his willingness to negotiate sale of his interest in the strip of land from his new building to Patriot Drive, and his desire to retain his interest in the strip from his building to Ives Street. The Agency specifically expressed that it required all of the strip for redevelopment purposes, noting that its plan called for a pedestrian area "extending" the post-office walk-way from Ives Street to the proposed parking garage near Patriot Drive.

The committee recommends that the Common Council grant petitioner's request to allow it to acquire the interest by condemnation. The Agency will use its own funds. This recommendation was approved by committee members Godfrey and Danise, and opposed by committee member Bourne.

Respectfully submitted,

  
\_\_\_\_\_  
Robert D. Godfrey

\_\_\_\_\_  
Mary Ann Danise

\_\_\_\_\_  
Lovie Bourne



73

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

## COMMON COUNCIL

### COMMITTEE REPORT

January 5, 1988

Re: Petition of the Redevelopment Agency to Condemn Land

The committee appointed to recommend action on the petition of the Redevelopment Agency to condemn certain land met in City Hall on December 15, 1987. Present were members Godfrey, Danise, and Bourne; the petitioner represented by its Chairman Jack Sullivan, a member Boyd Losee, its Executive Director Jerry Juretus, and its attorney Richard Kilcullen; Assistant Corporation Counsel Lazlo Pinter; and invited witness Joseph Heyman.

The petitioner presented its case:

A railroad siding has once extended from the railroad yards to the southern side of the former Omaha Beef building, across what is now the northern part of the downtown redevelopment area. Attorney Kilcullen disclosed that his title search back to about 1846 showed that the owner at that time later granted a right of way to a railroad. A succession of railroad companies held title to this right of way. The fee simple ownership was later held by the owner's estate and/or the Union Savings Bank either as an owner or as a fiduciary. In short, there are outstanding legal questions as to the holder of the title of record.

The last railroad to hold the right of way was the Penn Central. Several years ago, it decided to dispose of its property interest. Following applicable law, it offered its interest in turn to the federal, state, and city governments. None of these governments exercised its right to acquire the interest within the time allowed by law. Subsequently, the railroad offered and quit-claimed its interest to Joseph Heyman for a money consideration.

Petitioner claimed that the City of Danbury, operating through its Parking Authority, has been the physical possessor of the land in question actually, openly, exclusively, continuously, and adversely to the interest of the true owner for a period of time sufficient under statutes to become the legal titleholder. However, the question of record title remains open, and subject to adjudication or other legal proceedings.

Both the petitioner and the committee agreed that it was in the best interest of the city that the question of title be resolved, and that title should somehow be held by the city for the public purposes associated with downtown redevelopment.

73

Mr. Heyman claims that he is the titleholder in fee of the land in question. He reported that he had at one time entered into discussions with the Agency over a year and a half ago regarding a possible sale of his interest. The discussions were ended without resolution, however. He stated his willingness to negotiate several points with the Agency, and was very upset that the Agency had approached the Common Council for permission to condemn before it re-opened discussions with him. The committee concurred with Mr. Heyman that the Agency should have taken this course, indeed should not have let the early discussions end without resolution.

Mr. Heyman specifically disclosed his willingness to negotiate sale of his interest in the strip of land from his new building to Patriot Drive, and his desire to retain his interest in the strip from his building to Ives Street. The Agency specifically expressed that it required all of the strip for redevelopment purposes, noting that its plan called for a pedestrian area "extending" the post-office walk-way from Ives Street to the proposed parking garage near Patriot Drive.

The committee recommends that the Common Council grant petitioner's request to allow it to acquire the interest by condemnation. The Agency will use its own funds. This recommendation was approved by committee members Godfrey and Danise, and opposed by committee member Bourne.

Respectfully submitted,

---

Robert D. Godfrey

---

Mary Ann Danise

---

Lovie Bourne

RDG/hs



74

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

**DEPARTMENT  
OF FINANCE**

December 23, 1987

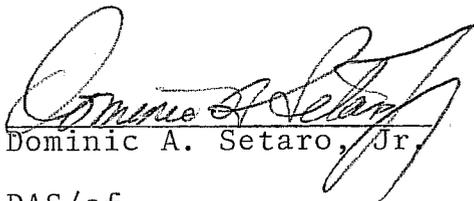
Certification #39

TO: Common Council via  
Mayor Joseph H. Sauer

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

I hereby certify the availability of \$14,226.00 to be transferred from the General Fund fund balance to Public Buildings Maintenance, Account #02-03-116-031000, Maintenance of Buildings and Structures.

Balance of G.F. Fund Balance	\$1,863,537.85
Less pending requests	376,296.00
Less this request	14,226.00
	<u>\$1,473,015.85</u>

  
Dominic A. Setaro, Jr.

DAS/af



74

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

~~JAMES E. DYER, MAYOR~~

COMMON COUNCIL

## REPORT

January 5, 1988

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

Re: Roof Replacement at Osborne Street Education  
Service Center

The Common Council Committee appointed to review the need for a roof replacement at Osborne Street Education Service Center met on December 21, 1987 at 8:00 P.M. in the Fourth Floor Lobby in City Hall. In attendance were committee members Regan and Danise. Mr. Cassano was absent. Also in attendance were Director of Public Works Basil Friscia, and Superintendent of Public Buildings Richard Palanzo.

Mr. Palanzo explained the on-going problem of a 38 year old flat roof at the Osborne Street Education Service Center on Osborne Street. Mr. Palanzo stated the roof has been patched many times in the past and continues to leak. At this time he feels the wood decking beneath the roofing is rotten and will also need some repair work. The roof section is approximately 30 feet by 70 feet. Mr. Palanzo showed the committee an estimate from Barrett Roofing Company to rip off the old roof covering which is a built up asphalt-felt paper type of construction and replace it with a single membrane rubber roof which will be guaranteed for 20 years and be maintenance free. The cost of this was estimated at \$11,226. This did not include any repairs to the decking below. Mr. Palanzo estimated the cost at roughly \$3,000 for that repair. The job has to our out to bid and would be done in the spring.

Mrs. Danise made a motion to approve the funds needed for roof repairs. Seconded by Mr. Regan. Motion carried unanimously.

Respectfully submitted,

ARTHUR D. REGAN, Chairman

MARI ANN DANISE

ANTHONY J. CASSANO



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

~~JAMES E. DYER, MAYOR~~

74

COMMON COUNCIL

## REPORT

January 5, 1988

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

Re: Roof Replacement at Osborne Street Education  
Service Center

The Common Council Committee appointed to review the need for a roof replacement at Osborne Street Education Service Center met on December 21, 1987 at 8:00 P.M. in the Fourth Floor Lobby in City Hall. In attendance were committee members Regan and Danise. Mr. Cassano was absent. Also in attendance were Director of Public Works Basil Friscia, and Superintendent of Public Buildings Richard Palanzo.

Mr. Palanzo explained the on-going problem of a 38 year old flat roof at the Osborne Street Education Service Center on Osborne Street. Mr. Palanzo stated the roof has been patched many times in the past and continues to leak. At this time he feels the wood decking beneath the roofing is rotten and will also need some repair work. The roof section is approximately 30 feet by 70 feet. Mr. Palanzo showed the committee an estimate from Barrett Roofing Company to rip off the old roof covering which is a built up asphalt-felt paper type of construction and replace it with a single membrane rubber roof which will be guaranteed for 20 years and be maintenance free. The cost of this was estimated at \$11,226. This did not include any repairs to the decking below. Mr. Palanzo estimated the cost at roughly \$3,000 for that repair. The job has to our out to bid and would be done in the spring.

Mrs. Danise made a motion to approve the funds needed for roof repairs. Seconded by Mr. Regan. Motion carried unanimously.

Respectfully submitted,

\_\_\_\_\_  
ARTHUR D. REGAN, Chairman

\_\_\_\_\_  
MARI ANN DANISE

\_\_\_\_\_  
ANTHONY J. CASSANO



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

~~JAMES D. DYER, MAYOR~~

COMMON COUNCIL

## PROGRESS REPORT

January 5, 1988

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

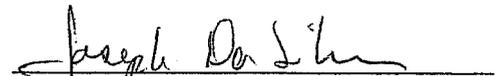
Re: Request for Sewer and Water Extensions on Duck Street

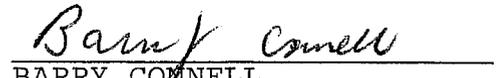
The committee appointed to review the request for sewer and water extensions on Duck Street met on December 16, 1987 at 7:30 P.M. in City Hall. In attendance were committee members Louis Charles, and Joseph DaSilva. Also attending were Superintendent of Public Utilities William Buckley and the Petitioners, Lorraine and Joseph Brandano.

Mr. Buckley explained the procedures in obtaining sewer and water for said property. Since the petitioners had not obtained the service of an engineer, they were instructed to have an engineer draw up plans for said project and then request another meeting with the committee. At that time the committee will issue a recommendation for said project.

Respectfully submitted,

  
\_\_\_\_\_  
LOUIS T. CHARLES, Chairman

  
\_\_\_\_\_  
JOSEPH DaSILVA

  
\_\_\_\_\_  
BARRY CONNELL



# CITY OF DANBURY

155 DEER HILL AVENUE  
DANBURY, CONNECTICUT 06810

~~JAMES E. DYER, MAYOR~~

COMMON COUNCIL

## PROGRESS REPORT

January 5, 1988

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

Re: Request for Sewer and Water Extensions on Duck Street

The committee appointed to review the request for sewer and water extensions on Duck Street met on December 16, 1987 at 7:30 P.M. in City Hall. In attendance were committee members Louis Charles, and Joseph DaSilva. Also attending were Superintendent of Public Utilities William Buckley and the Petitioners, Lorraine and Joseph Brandano.

Mr. Buckley explained the procedures in obtaining sewer and water for said property. Since the petitioners had not obtained the service of an engineer, they were instructed to have an engineer draw up plans for said project and then request another meeting with the committee. At that time the committee will issue a recommendation for said project.

Respectfully submitted,

\_\_\_\_\_  
LOUIS T. CHARLES, Chairman

\_\_\_\_\_  
JOSEPH DaSILVA

\_\_\_\_\_  
BARRY CONNELL

76

Progress Report - Morgan Road

Minutes of the meeting held on 12/15/87, held at City Hall at approximately 8:15 P.M.

The meeting was called to order by Chairman Barry Connell. In attendance at the meeting were the following members of the Committee assigned to study the complaints regarding Morgan Road:

Barry Connell  
John Esposito  
Janet Butera  
Hank Moran (non-officio in attendance; member Common Council)

Also present was Basil Friscia, Director of Public Works and Daniel Minahan, Director of Highway Dept.

Meeting called to order - 8:20 P.M.

A letter from a concerned resident (Linda Storhoff) was reviewed by all those present. This letter dealt with complaints about the conditions of Morgan Road. This letter is dated February 19, 1987 and describes hazardous conditions which existed at that time.

A discussion was had and according to Dan Minahan the potholes were filled in a few days ago. Basil Friscia advised that a survey is currently being done to determine what further action if any is to be taken. The reason this survey took so long to initiate according to Basil, was because the city did not have a qualified surveyor in its' employ. There are now two surveyors on the city's payroll. There is currently \$200,000 budgeted for improvements to both Morgan Road and East Lake Road. Only \$73,000 of the \$200,000 is allocated for Morgan Road, which would only be enough to repair 700 feet of the more than 2900 feet that the road measures. The balance of the funds are allocated for improvements to East Lake Road.

It was concluded that if indeed the completed survey report shows that extensive repair work is warranted the amount of \$73,000 is inadequate. However, this money can be used to begin work on the most hazardous areas. The survey is to be completed by the Spring of 1988. The Director of Public Works will be tasked by the Chairman to come up with a game plan to begin the improvements. This road (Morgan Road) is heavily traveled and if the completed survey substantiates the claims that the road needs extensive work then, a request will be made by the Chairman to the Common Council for the additional funds.

It was agreed that a copy of these minutes will be forwarded to Mrs. Linda Storhoff.

Any questions regarding the contents of this report should be directed to Chairman Barry Connell, Councilman, Second Ward.

76

Respectfully submitted,

Barry Connell, Chairman

Committee members:

*Barry Connell*

John Esposito

Janet Butera



# CITY OF DANBURY

77

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

~~XXXXXXXXXXXXXXXXXXXX~~  
~~JAMES E. DYER, MAYOR~~

COMMON COUNCIL

## PROGRESS REPORT

January 5, 1987

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

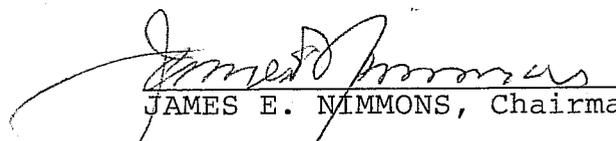
Re: Report from Director of Public Works regarding  
Sidewalk Repairs on Myrtle Avenue

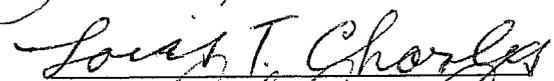
The committee appointed to review the report from the Director of Public Works regarding sidewalk repairs on Myrtle Avenue met on December 17, 1987 at 7:00 P.M. in City Hall. In attendance were committee members Nimmons, Charles and Zotos. Also attending were Myrtle Avenue residents.

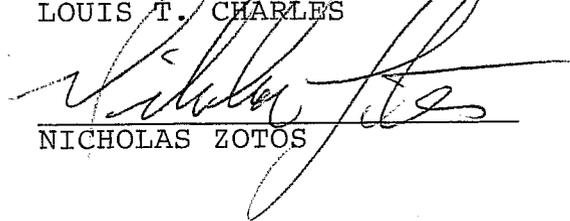
The committee agreed that the residents of Myrtle Avenue should receive assistance with their problem relating to sidewalk repairs.

The committee requests an extension of time so that it may further investigate the problem and come to a satisfactory solution.

Respectfully submitted,

  
JAMES E. NIMMONS, Chairman

  
LOUIS T. CHARLES

  
NICHOLAS ZOTOS



77

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

~~JAMES E. DYER, MAYOR~~

COMMON COUNCIL

## PROGRESS REPORT

January 5, 1987

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

Re: Report from Director of Public Works regarding  
Sidewalk Repairs on Myrtle Avenue

The committee appointed to review the report from the Director of Public Works regarding sidewalk repairs on Myrtle Avenue met on December 17, 1987 at 7:00 P.M. in City Hall. In attendance were committee members Nimmons, Charles and Zotos. Also attending were Myrtle Avenue residents.

The committee agreed that the residents of Myrtle Avenue should receive assistance with their problem relating to sidewalk repairs.

The committee requests an extension of time so that it may further investigate the problem and come to a satisfactory solution.

Respectfully submitted,

JAMES E. NIMMONS, Chairman

LOUIS T. CHARLES

NICHOLAS ZOTOS



78

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

~~JAMES H. DYER, MAYOR~~

COMMON COUNCIL

## PROGRESS REPORT

January 5, 1987

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

Re: Landfill Areas for Scrap Metal

The committee appointed to review the need for land for scrap metal met on December 17, 1987 at 8:00 P.M. in City Hall. In attendance were committee members Nimmons, Connell and Butera.

The committee agreed that the basic problem of scrap metal disposal needs extensive investigation. It appears to be not only a local problem but a state problem.

The committee requests an extension of time in order to properly present its findings to the Common Council.

Respectfully submitted,

\_\_\_\_\_  
JAMES E. NIMMONS, Chairman

\_\_\_\_\_  
BARRY CONNELL

\_\_\_\_\_  
JANET BUTERA



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

~~JAMES E. DYER, MAYOR~~

COMMON COUNCIL

PROGRESS  
REPORT

January 5, 1987

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

Re: Purchase of Property at 128 East Liberty Street

The ad hoc committee appointed to review the request of Edward Blasco to purchase property at 128 East Liberty Street met at 8:00 P.M. in the Fourth Floor Lobby in City Hall on December 16, 1987. In attendance were committee members Charles, Moran and Butera. Also present was the petitioner, Edward J. Blasco.

Mr. Blasco presented additional information needed by the committee as well as for the Planning Commission which requested said information. Mr. Blasco was informed that he should give the additional information to the City Clerk's Office for forwarding to the Planning Commission for their approval. Mr. Charles informed Mr. Blasco by telephone on December 21, 1987 that the Planning Commission would not meet until January, 1988.

Mrs. Butera made a motion to adjourn. Seconded by Hank Moran.

Respectfully submitted,

*Louis T. Charles, Jr.*  
\_\_\_\_\_  
LOUIS T. CHARLES

*Hank Moran*  
\_\_\_\_\_  
HANK MORAN

*Janet Butera*  
\_\_\_\_\_  
JANET BUTERA



80

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

~~JAMES E. DYER, MAYOR~~

PROGRESS  
REPORT

COMMON COUNCIL

January 5, 1988

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

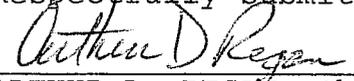
Re: Intermunicipal Agreement with the  
Town of Bethel

The Common Council Committee appointed to review the Intermunicipal Agreement with the Town of Bethel met on December 15, 1987 in the Common Council Chambers in City Hall at 7:30 P.M. In attendance were Committee Members Regan, Renz and DaSilva. Also attending were Director of Public Works Basil Friscia and Superintendent of Public Utilities Bill Buckley.

Mr. Buckley explained that Danbury and Bethel are under DEP orders to build a sewer treatment plant that will meet current State specifications. The cost of the plant should be approximately 40 million dollars. Danbury is to build, own and operate the plant. Bethel is to pay 12% of the cost which represents a share proportionate to the amount of flow into the plant from Bethel. The plant is eligible for a 20% grant and 80% low interest loan from the State. Rep. Lynn Taborsak is working with the City to try and obtain a 75% grant from the State which was available a number of years ago when we first submitted our plan for the plant. The debt service on any borrowing for the construction of the plant will be paid by the sewer users. The cost should be 3 to 4 times the current rate if we cannot get the 75% grant from the State.

The City is under a court order to comply with a time schedule that the State has set up. The signing of this agreement must be done by April 6, 1988. The fine for not doing so is \$1,000 per day. At this time the committee is waiting for a final draft of the agreement and a Planning Commission report. When this information is received the committee will meet again. Meeting adjourned at 8:40 P.M.

  
\_\_\_\_\_  
JOSEPH DaSILVA

Respectfully submitted,  
  
\_\_\_\_\_  
ARTHUR D. REGAN, Chairman  
  
\_\_\_\_\_  
GARY D. RENZ



80

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

~~JAMES EXBYER, MAYOR~~

PROGRESS  
REPORT

COMMON COUNCIL

January 5, 1988

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

Re: Intermunicipal Agreement with the  
Town of Bethel

The Common Council Committee appointed to review the Intermunicipal Agreement with the Town of Bethel met on December 15, 1987 in the Common Council Chambers in City Hall at 7:30 P.M. In attendance were Committee Members Regan, Renz and DaSilva. Also attending were Director of Public Works Basil Friscia and Superintendent of Public Utilities Bill Buckley.

Mr. Buckley explained that Danbury and Bethel are under DEP orders to build a sewer treatment plant that will meet current State specifications. The cost of the plant should be approximately 40 million dollars. Danbury is to build, own and operate the plant. Bethel is to pay 12% of the cost which represents a share proportionate to the amount of flow into the plant from Bethel. The plant is eligible for a 20% grant and 80% low interest loan from the State. Rep. Lynn Taborsak is working with the City to try and obtain a 75% grant from the State which was available a number of years ago when we first submitted our plan for the plant. The debt service on any borrowing for the construction of the plant will be paid by the sewer users. The cost should be 3 to 4 times the current rate if we cannot get the 75% grant from the State.

The City is under a court order to comply with a time schedule that the State has set up. The signing of this agreement must be done by April 6, 1988. The fine for not doing so is \$1,000 per day. At this time the committee is waiting for a final draft of the agreement and a Planning Commission report. When this information is received the committee will meet again. Meeting adjourned at 8:40 P.M.

Respectfully submitted,

JOSEPH DaSILVA

ARTHUR D. REGAN, Chairman

GARY D. RENZ



# CITY OF DANBURY

155 DEER HILL AVENUE  
DANBURY, CONNECTICUT 06810

~~JAMES E. DYER, MAYOR~~

COMMON COUNCIL

## PROGRESS REPORT

January 5, 1988

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

Re: Revisions on Boulevard Drive

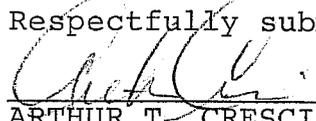
The Common Council Committee appointed to review revisions on Boulevard Drive met on December 10, 1987 at 7:00 P.M. in Room 432 in City Hall. In attendance were committee members Arthur Cresci, Gary Renz and Robert Godfrey. Also in attendance were Director of Public Works Basil Friscia, City Engineer Jack Schweitzer, D. Conceno, Mitchell Weston, Judy White and Janet Gershwin.

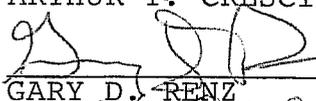
The main concern of the committee and also of the petitioners was safety on Boulevard Drive. The following recommendations were made:

1. Investigate implementing additional lights near the intersections. Director of Public Works Basil Friscia will submit a report to the committee within thirty days.
2. Additional traffic signs and painting of the curb. Police Chief Macedo will report back to the committee in thirty days.
3. To contact the Planning Commission to determine how previous road alterations were approved.

When all this information has been received, the ad hoc committee will hold another meeting to make final recommendations to the Common Council.

Respectfully submitted,

  
ARTHUR T. CRESCI, Chairman

  
GARY D. RENZ

  
ROBERT D. GODFREY





82

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

~~JAMES E. DYER, MAYOR~~

COMMON COUNCIL

PROGRESS REPORT

January 5, 1987

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

Re: Request for Sewer and Water Extensions - South Cove

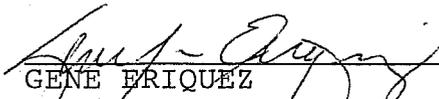
The committee appointed to study the request for the installation of water and sewer at South Cove met at 7:30 P.M. on December 14, 1987. In attendance were committee members DaSilva, Eriquez and Connell. Also in attendance were Director of Public Works Basil Friscia, Superintendent of Public Utilities William Buckley and City Engineer Jack Schweitzer. Councilman Regen attended ex-officio. Several residents of South Cove also attended.

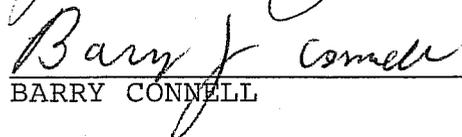
The Chairman explained that because of the distance from South Cove of the nearest sewer hook-up area and the need for a pump station, the cost of a sewer installation would be very expensive. With this, the residents requested a withdrawal of their request.

After discussion of the various options concerning a water installation with the committee, the Superintendent of Public Utilities, the City Engineer and the Director of Public Works, the residents will go to their group to explain these options. The committee will meet again with the residents to review their options.

Respectfully submitted,

  
JOSEPH DaSILVA, Chairman

  
GENE ERIQUEZ

  
BARRY CONNELL



82

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

~~JAMES E. DYER, MAYOR~~

COMMON COUNCIL

## PROGRESS REPORT

January 5, 1987

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

Re: Request for Sewer and Water Extensions - South Cove

The committee appointed to study the request for the installation of water and sewer at South Cove met at 7:30 P.M. on December 14, 1987. In attendance were committee members DaSilva, Eriquez and Connell. Also in attendance were Director of Public Works Basil Friscia, Superintendent of Public Utilities William Buckley and City Engineer Jack Schweitzer. Councilman Regen attended ex-officio. Several residents of South Cove also attended.

The Chairman explained that because of the distance from South Cove of the nearest sewer hook-up area and the need for a pump station, the cost of a sewer installation would be very expensive. With this, the residents requested a withdrawal of their request.

After discussion of the various options concerning a water installation with the committee, the Superintendent of Public Utilities, the City Engineer and the Director of Public Works, the residents will go to their group to explain these options. The committee will meet again with the residents to review their options.

Respectfully submitted,

JOSEPH DaSILVA, Chairman

GENE ERIQUEZ

BARRY CONNELL

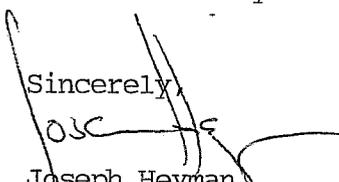
30 December 87

To: Common Council  
City of Danbury  
Danbury, Ct.

Subjec: Danbury Downtown District Budget

This letter is to inform the Common Council that the Danbury Downtown District approved its budget on November 30, 1987. As per section 19-B-7-A, the Board of Commissioners has approved the budget from January 1, 1988, to June 30, 1988 with a tax levy of .002332.

Sincerely,



Joseph Heyman  
Chairman  
Danbury Downtown District

**RESOLUTION****CITY OF DANBURY, STATE OF CONNECTICUT**

A. D., 19

**RESOLVED** by the Common Council of the City of Danbury:

A RESOLUTION LEVYING THE INTERIM PROPERTY TAX FOR THE DANBURY DOWNTOWN SPECIAL SERVICES DISTRICT FOR THE REMAINDER OF THE FISCAL YEAR BEGINNING JULY 1, 1987 AND ENDING JUNE 30, 1988

SECTION 1. The sum of Forty-eight Thousand Dollars (\$48,000.00) representing the gross appropriation for the City of Danbury Downtown Special Services District of Forty Thousand Dollars (\$40,000.00) for the remainder of the fiscal year of July 1, 1987 and ending June 30, 1988 plus uncollectible taxes reserve in the amount of Eight Thousand Dollars (\$8,000.00) is hereby levied and assessed on all taxable interests in real property located within the City of Danbury Downtown Special Services District as set forth on the corrected annual grand list as of October 1, 1986.

SECTION 2. Accordingly, the General Fund Tax Rate for the remainder of the fiscal year beginning July 1, 1987 and ending June 30, 1988 with respect to said property interests shall be as follows:

TAX RATE: .002332 MILLS

SECTION 3. The taxes levied and assessed as herein provided shall be due and payable in two equal installments on January 5, 1988 and April 1, 1988 except for taxes not in excess of One Hundred Dollars (\$100.00) which taxes shall be paid on January 5, 1988, in accordance with the General Statutes of the State of Connecticut, unless said date shall have lapsed before the effective date of this resolution in which case the Tax Collector shall fix the date as if said date had not been fixed herein as provided by law.

SECTION 4. The Tax Collector shall cause the said taxes above levied and assessed to be inserted on the tax rolls for the fiscal year beginning July 1, 1987 and ending June 30, 1988.

DANBURY DOWNTOWN TAX DISTRICT

83

BUDGET

REVENUE

Assessments-Taxpayer \$ 48,000.00

EXPENDITURES

Directors Salary -0-  
Directors Expense Allowance -0-  
Office Salaries -0-  
Payroll Taxes -0-

Employee Benefits

Medical Insurance -0-  
Life disability Insurance -0-  
General - Insurance Liability -0-  
Workers Compensation -0-

Telephone -0-  
Office Supplies and Expense -0-

Postage 600.00

Advertising, Promotion -0-

Legal -0-

Auditing -0-

Books and Subscriptions 100.00

Miscellaneous 500.00

Newsletter 500.00

Fee - City of Danbury 1,000.00

Contingency Fund 2,300.00

Reserve 8,000.00

Total Expenditures (13,000.00)

PROJECT COST -0-

Public Relations/Publicity -0-

Downtown Market Research (Master Plan) 35,000.00

Major Events -0-

Christmas Decorating & Lighting -0-

Street Security -0-

Street Sweeping and Maintenance -0-

Directors Hiring Search -0-

TOTAL PROJECT COST (35,000.00)

EXCESS REVENUE OVER EXPENSE \$ -0-

ADD  
CAPITOLA ROAD  
84

LAW OFFICES  
FRIEDLAND AND EVANS

RALPH L. FRIEDLAND, P.C.\*  
KENNETH M. EVANS

OF COUNSEL  
DEBORAH HORWITZ BENSON  
\*ALSO MEMBER OF FLORIDA BAR

93 GREENWOOD AVENUE  
BETHEL, CONNECTICUT 06801-252  
AREA CODE 203  
PHONE 743-7644

May 7, 1987

Mrs. Betty Crudgington  
Danbury Town Clerk  
City Hall  
Deer Hill Avenue  
Danbury, CT 06810

Re: Capitola Road

Dear Mrs. Crudgington:

We, the majority of homeowners of Capitola Road, respectfully request that you bring to the Common Council this Petition requesting that you make our road a City road.

As you may or may not know, Capitola Road, approximately 1900 feet long, has no current deed for it. As a result, the City does "limited maintenance" which consists of plowing in the Winter and grading in the Spring.

Unfortunately, due to the growth of the City and particularly the great increase in traffic in the area, this limited maintenance is no longer appropriate.

The road as it stands now is in severe disrepair, including:

1. Large potholes which are numerous and unavoidable;
2. The narrowness of the road which constricts the easy flow of two-way traffic;
3. Improper drainage of the road, causing large ravines on either side and making driving hazardous;
4. As a result of a private road which drains onto Capitola Road, the road may be totally unpassable.

Although grading the road is a welcome relief, it is clearly a temporary measure that is obsolete within days.

Please take these problems under advisement as soon as possible.

84

Mrs. Betty Crudginton

-2-

May 7, 1987

We ask that the City convert this private road into a City road and maintain it as such. We feel that doing so would greatly increase the market value of the land and the quality of life of the taxpayers.

Thanking you in advance for your courtesy, I remain

Very truly yours,

Amy Schuchat, Attorney  
for Capitola Road Association

AS:djn

Mike + Joni Stone  
14 Capitola

Stewart E. Ross  
22 CAPITOLA RD.

Lenore Piffli  
20 CAPITOLA RD.

Paul Agn  
18 Capitola Rd

Catherine Kelleher  
8 CAPITOLA ROAD

Bonnie Cossan  
7 Capitola Rd

Charles & Patsy Anderson  
4 Capitola Rd.

Gudith & Myke Vinocur, MD  
P.O. Box 2725  
Danbury CT 06813

Nancy Jusby  
15 Capitola Rd.

Malcolm & Ruth King  
6 CAPITOLA RD.



085

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

~~JANUARY 1, 1988~~ December 1, 1987

COMMON COUNCIL

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

RE: Revaluation

Under the Uniform Assessment Act passed by the General Assembly previous to the list of October 1, 1977, all personal property and real estate property shall be assessed at 70% of its fair market value every ten years. The purpose of this act was to ensure that all 169 cities and towns in the State of Connecticut would be uniformly assessed. Previous to that time many cities and towns assessed properties at various percentages.

The taxpayers in Danbury are now receiving their new assessments which will be final, assuming that there are no changes on the list of October 1, 1987, The 1988-89 fiscal year for payment of the taxes is July 1, 1988 to June 30, 1989. Taxes will be predicated on the amount of the final budget. The only recourse taxpayers shall have for any reduction will be from the United Appraisal Company now, or from the Board of Tax Review which meets in February 1988. There are many different assessment percentages or factors being used by the United Appraisal Company to arrive at all new assessments.

I, as well as all of our elected officials, should be deeply concerned about real and personal property assessment for every single taxpayer in our city. We are entitled to be informed as to the methods used to calculate our assessments and the factors used in evaluating all properties. I have heard taxpayers say that the increase in their assessments range from 300% to 700%. Remember, once our assessments have been set for the next ten years, they are permanent. Now is the time to consider what efforts shall be used to help any and all taxpayers.

Mr. Mayor, I am in favor of acting to-night to appoint an ad hoc committee to do what is fair and equitable for all taxpayers. Therefore, I am making a motion that a committee be appointed for said purpose.

Respectfully submitted,

*Louis T. Charles, Jr.*

Louis T. Charles  
Councilman 7th Ward



86

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

~~JAMES E. DYER, MAYOR~~

COMMON COUNCIL

January 5, 1987

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

Dear Mayor and Council Members:

Due to unforeseen circumstances which I recently became aware of, I ask that the Common Council include on its agenda of January 5, 1988 item #9 on page 3 of the letter dated December 3, 1987 from the Engineering Department. Please note that this is a cross-reference to item C.9. (page 3) of the letter November 2, 1983 (copies attached):

"Rights to drain will be required from the City of Danbury for the discharge onto the property on the west side of Pembroke Road."

I respectfully request that an ad hoc committee be established to review.

Thank you.

Sincerely,

*Lovie D. Bourne*

Lovie D. Bourne  
(for Jerry Sanchez)

enc.

cc: Neil Marcus, Esq.

86  
November 2, 1983

Mr. Edmund C. DeVeaux  
Chairman  
Planning Commission  
City of Danbury  
Danbury, Connecticut

Dear Mr. DeVeaux:

Las Villas Cluster Subdivision  
Pembroke Road - Code No. SK257

We have reviewed the above-captioned proposed site plan and offer the following comments:

A. Sanitary Sewer

1. The route as proposed out to Bear Mountain Road is unacceptable. The sewer as shown - behind buildings and through wooded areas not to be disturbed - is unaccessable. As proposed the sewer now enters Bear Mountain Road up hill of the original proposed plan. The City would therefore not be able to serve properties along Bear Mountain Road and Mendes Road which could have been served by extending the sewer originally proposed for this site.

2. At this time we would like to review the complete routing plan and profile from the end of the sanitary sewer as it now exists to and through the site. The final route we will approve must get the sewer to a manhole in Bear Mountain Road. We must be able to verify that all those originally receiving the potential of sewer service can still be served. Questions concerning the final routing of the sewer on the west side of Pembroke Road were never settled with the developer.

3. Common Council approval is required for this proposed extension to the City's sewer system.

Upon approval of a final routing by this office, detailed plans, profiles and specifications are to be submitted for review. Details can be worked out between this office and the developer's engineer at that time.

4. If the proposed extension is approved by the Common Council and the detailed plans are accepted by this office, the plans will be forwarded to the State Department of Environmental Protection for their review and approval.

(continued Page 2)

*SE*

Mr. Edmund C. DeVeaux  
Chairman - Planning Commission  
Re: Las Villas Cluster Subdiv. Pembroke Rd. November 2, 1983

5. This office would like to review the estimated sewage flow figures to be expected from this proposed development.

*Pete*

6. The plans should show the lateral locations for each proposed building. Laterals and easements are also to be left for those property owners abutting the north side of the northerly driveway.

*Pete*

7. How are the buildings beyond manhole 31 in the easterly driveway to be served?

8. Separation distances between the sewer and the proposed water mains and wells are to meet the requirements of the State Health Code. If these are high yield wells greater separation distances are required.

9. Proposed manhole number 23 is to be a drop manhole.

10. Are there any wells on adjacent properties? These should be shown so that we can verify separation distance conformance.

11. All materials and installation methods are to be to City specifications.

B. Water

1. The proposed wells and private water system are to be reviewed and approved by the State Public Utilities Commission.

2. The southerly well location may not be acceptable depending on its yield. Adequate separation distance must be provided to allow for future installation of sewers in Bear Mountain Road.

3. The Fire Department should review the proposed plan from an access and fire protection point of view.

C. Storm Drainage

1. No calculations have been received by this office for review. We would like to see computations comparing pre-and post-development conditions as well as those used as a basis for design of an site piping.

*Bill*

2. Will there be any negative downstream effects due to the anticipated increase in runoff? Are downstream pipes of adequate size with enough excess capacity to handle additional flow?

3. Adequate siltation controls are to be employed during construction.

86  
Mr. Edmund C. DeVeaux  
Chairman - Planning Commission  
Re: Las Villas Cluster Subdiv., Pembroke Rd.

November 2, 1983

G. We question the use of naming the driveways on the site. How does the Planning Commission propose to handle such naming? Could this result in future confusion because of possible similarity to names of future roads and especially in mail delivery since street numbering for the site will be off Pembroke Road not along the driveways?

Very truly yours,

JAS/PAE/evm

---

John A. Schweitzer, Jr.  
City Engineer

c: William Buckley, Jr., Supt. of Public Utilities  
Edward Fusek, Supt. of Highways

*Check variance*



*86*

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

ENGINEERING DEPARTMENT  
203-797-4841

December 3, 1987

JOHN A. SCHWEITZER,  
City Engineer

Mr. Richard Durkin  
Chairman  
Planning Commission  
City of Danbury  
155 Deer Hill Avenue  
Danbury, CT 06810

Dear Mr. Durkin:

Ashwood - Route 37  
Formerly Las Villas  
Code No. SE 257  
Assessor's Lot #G05022, G05021

This office has reviewed the above captioned revised site plan and we offer the following comments:

✓ A. Sanitary Sewer

✓ 1. We remind the developers that State of Connecticut Department of Environmental Protection approval of the on and off site sewer extension is required. Once the plans are in forms acceptable to this office, we will forward them to DEP for review and approval.

2. We will work out details of the off-site sanitary sewer extension with the developer's engineer.

3. No response to our November 2, 1983 letter to the Planning Commission relative to this site plan was received. Comments A.5, A.6 and A.10 of our letter still must be addressed.

✓ 4. Both the sanitary sewer and water main easements should be shown on the site plan. *Paul*

5. How is it intended to leave the wooded area in an "undisturbed" condition while installing and maintaining the sewer? *Paul*

(continue page 2)

Mr. Richard Durkin, Chairman  
RE: Ashwood - Route 37, Formerly Las Villas, Code No. SE 257,  
Assessor's Lots #G05022, G05021

December 3, 1987

6. The final construction plan and profile should include manhole stations.

7. Manhole number 1 must be accessible to the Public Utilities Department for maintenance purposes. A gravel access drive and a gate may be required. These details will be worked out between the engineer and the Public Works Department.

8. The engineer should check the invert elevation given on drawing 1 of 3 for manhole 6 as well as the slope of the pipe given between manhole 6 and manhole 7.

9. The sanitary sewer installation in Peck Road by the developer of this site made to service this site has never been satisfactorily completed. The permanent road repair remains to be done.

B. Water

1. We will work out the details of the off-site water main extension with the developer's engineer.

2. We would like to review the engineer's "needed fire flow" analysis for this development. The engineer is also to verify whether the available flow to the site once improvements are made will be adequate to meet the computed "needed fire flow" requirement.

3. Depending on the results of the analysis noted in comment B.2, looping of the water main may be required.

4. Has the Fire Department reviewed this site plan with respect to access and fire protection in general?

5. The water main is to be relocated to paved areas. For example, the locations behind catch basins 2A, 3, 5 and 9 are unacceptable.

6. Adequate horizontal clearances are to be provided between the water main and the sanitary sewer (minimum 10 feet) and between the water main and the storm sewer. For example, the clearance between the water main and storm sewer in Julius Court is unacceptable. The entire plan is to be reviewed and revised as warranted.

7. A profile will be required before approval is granted. All utility crossings are to be shown on the profile.

8. Thrust block locations should be shown on the plan. Thrust block sizes are to be engineered. Adequate bearing is to be

provided at each thrust block.

✓9. The on-site water main is to be a minimum 8 inches in size. The final size determination will be made once the needed fire flow analysis is received.

✓10. A fire hydrant is required at the end of the main on Julius Court for flushing purposes.

#### C. Storm Drainage

1. We have not received the computations comparing pre and post development runoff from this site. These calculations were requested in comment (C.1) of our November 2, 1983 letter.

2. Comments (C.2, C.3, C.5, C.6, C.8, C.9) and C.10 of our November 2, 1983 letter have not been addressed.

✓3. Rip Rap is to be installed at the outlet at Route 37.

4. With respect to the calculations submitted:

✓a. We would like to receive a copy of the off-site watershed map for the 3 acres shown to drain to catch basin 7. Is there piping from Hamilton Drive which directs water onto this property?

b. The use of a 5 minute time of concentration for all calculations is questionable - especially for the off-site portions of runoff. We would like to receive a copy of the backup data used to determine these times of concentration.

D. Grading comments D.1 and D.2 of our November 2, 1983 letter remain to be addressed.

E. Retaining Wall comments E.1 and E.2 of our November 2, 1983 letter remain to be addressed.

F. Comments F and G of our November 2, 1983 letter have not been addressed.

✓G. We will work out details of the proposed widening and improvement of Bear Mountain Road with the engineer.

(continue page 4)

86

Mr. Richard Durkin, Chairman

December 3, 1987

RE: Ashwood - Route 37, Formerly Las Villas, Code No. SE 257,  
. Assessor's Lots #G05022, G05021

---

Very truly yours,

  
John A. Schweitzer, Jr.  
City Engineer

JAS/PAE/dms

c: Basil Friscia  
William Buckley, Jr.  
Fire Chief Monzillo



87

NELSON F. MACEDO  
CHIEF



DEPARTMENT OF POLICE  
CITY OF DANBURY  
CONNECTICUT  
06810

January 5, 1988

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

Dear Mayor Sauer and Council Members:

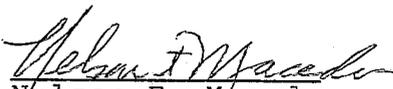
I am requesting permission to accept the donation of a 1980 Chevrolet suburban for use by the Danbury Police Athletic League. This vehicle will replace a 1969 Chevrolet station wagon presently used by P.A.L.

This 1980 suburban has less than 30,000 miles and is in excellent mechanical order.

The vehicle is being donated to the city for the P.A.L. by a local corporation. They request that the donation be kept anonymous, in order to avoid fostering additional requests from throughout the area.

Thanking you for your attention to this matter, I remain,

Very truly yours,

  
Nelson F. Macedo  
Chief of Police

NFM:ks