

COMMON COUNCIL MEETING

JULY 6, 1988

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

PLEDGE OF ALLEGIANCE

PRAYER

ROLL CALL

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

18 Present 3 Absent

CONSENT CALENDAR

The Consent Calendar was

MINUTES of the Common Council Meeting held June 7, 1988 and the Special Common Council Meeting held June 27, 1988. The Minutes were

- ✓ 1 RESOLUTION - Planning and Designing of Additional Housing Authority Units
The Resolution was

- ✓ 2 RESOLUTION - General Aviation Apron and Inner Taxiway "A"
The Resolution was

- ✓ 3 RESOLUTION - Women, Infants and Children Supplemental Nutrition Program
The Resolution was

- ✓ 4 ORDINANCE - Danbury Firefighters Pension
The Ordinance was

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

- ✓ 6 COMMUNICATION - Appointment to the Parking Authority
The Communication was

- ✓ 7 COMMUNICATION - Appointments to the Housatonic Valley Tourism Commission
The Communication was

- ✓ 8 COMMUNICATION - Donation to the Parks and Recreation Department
The Communication was

- ✓ 9 COMMUNICATION - Request for Sewer and Water Extensions - Broad Street at Whitney Avenue
The Communication was

- ✓ 10 COMMUNICATION - Request for Sewer Extension - Willow and Lyon Streets
The Communication was

- ✓ 11 **COMMUNICATION** - Request to hook into Sewer Line at Lake Place
The Communication was

- ✓ 12 **COMMUNICATION** - Request for Sewer and Water Extensions - South Cove Road
The Communication was

- ✓ 13 **COMMUNICATION** - Water Damage, 112 Forty Acre Mountain Road
The Communication was

- ✓ 14 **COMMUNICATION** - Application for Funds from Connecticut Alcohol and Drug Abuse Commission
The Communication was

- ✓ 15 **COMMUNICATION & CERTIFICATION** - Request for Funds for Plan of Development
The Communication and Certification were

- ✓ 16 **COMMUNICATION** - Request for Funds, NAACP Scholarship Fund.
The Communication was

- ✓ 17 **COMMUNICATION** - Request for Funds, Citizens Hose Company
The Communication was

- ✓ 18 **COMMUNICATION** - Agreement between the City of Danbury and the American Red Cross
The Communication was

- ✓ 19 **COMMUNICATION** - Drainage Easement, Wadad Fakhreddine Ghannam
The Communication was

- ✓ 20 **COMMUNICATION** - Change of Road Name of Old Forty Acre Mountain Road Ext.
The Communication was

- ✓ 21 **COMMUNICATION** - Lease between the City of Danbury and the Women's Center
The Communication was

- ✓ 22 **COMMUNICATION** - Danbury FCI Sewer Line
The Communication was

- ✓ 23 **COMMUNICATION** - Request for Easement from SNET
The Communication was

- ✓ 24 **COMMUNICATION** - Request for the City to Accept Flint Ridge Road
The Communication was

- ✓ 25 **COMMUNICATION** - Request for Outside Counsel for Dana Mark David Associates Issue
The Communication was

- ✓ 26 **COMMUNICATION** - Request to Acquire Property through Condemnation
The Communication was

- ✓ 27 **COMMUNICATION** - Offer of Land on Hampton Court for Municipal Use
The Communication was

- ✓ 28 **COMMUNICATION** - Proposed Agreement between the Redevelopment Agency and the H. M. Zotos Realty Company
The Communication was

- ✓ 29 **COMMUNICATION** - Offer of Land for Sale on Route 6, Mill Plain Road
The Communication was

- ✓ 30 **COMMUNICATION** - Land for Sale on Route 6, Mill Plain Road
The Communication was

- ✓ 31 **COMMUNICATION** - Household Hazardous Waste Collection Day
The Communication was

- ✓ 32 **COMMUNICATION** - Condemnation of Properties on Federal and Eagle Roads
The Communication was

- ✓ 33 **COMMUNICATION** - Municipal Infrastructure Trust Fund
The Communication was

- ✓ 34 **COMMUNICATION** - Request for Change of Wording - "Duties of Fire Marshall"
The Communication was

- ✓ 35 **COMMUNICATION** - Long Ridge Road Historic District
The Communication was

- 36 **COMMUNICATION** - Neighborhood Assistance Applications
The Communication was

- ✓ 37 **COMMUNICATION** - Charter Revision Committee Report
The Communication was

- ✓ 38 **DEPARTMENT REPORTS** - Health Department, Parks and Recreation, Public Works, Police, Fire, Airport, Building
The Reports were

- ✓ 39 **REPORT and ORDINANCE** - Automobiles Parked on City Sidewalks
The Report and Ordinance were

- ✓ 40 **REPORT** - Request for Sewer and Water Extensions - 100 Saw Mill
The Report was

- ✓ 41 **REPORT** - Request for Water Extension on Clapboard Ridge Road
The Report was

- ✓ 42 **REPORT** - Request for Water Extension - South Cove
The Report was

- ✓ 43 **REPORT** - Final Subdivision - Briar Ridge Estates
The Report was

- ✓ 44 **REPORT** - Request for Sewer Extension- Beaver Brook Road
The Report was

- ✓ 45 **REPORT** - Storm Drainage Easement, South King Street
The Report was

- ✓ 46 **REPORT** - Code of Ethics Ordinance
The Report was

- ✓ 47 **REPORT** - Well Contamination on East Pembroke Road
The Report was

- ✓ 48 **REPORT** - Street Renumbering, East Lake Road
The Report was

- ✓ 49 **REPORT** - Contamination of Drinking Water
The Report was

- ✓ 50 **REPORT & CERTIFICATION** - Petition for Funding to Repair Fire House Roofs
The Report and Certification were

- ✓ 51 **REPORT** - Offer of 35 Acres of Land on Miry Brook Road for sale to the City
The Report was

- ✓ 52 **REPORT** - Drainage Problem regarding Jerry Sanchez
The Report was

- ✓ 53 **REPORT** - Acceptance of Tanglewood Drive and Catalpa Road
The Report was

- ✓ 54 **REPORT** - Request to Accept Corntassel Road as a City Road
The Report was

- ✓ 55 **PROGRESS REPORT** - Petition of Fairview Condominium Association
The Progress Report was

- ✓ 56 **PROGRESS REPORT** - Request for Restoration of Funds for Richter Park
The Progress Report was

- ✓ 57 **PROGRESS REPORT** - Request for Sewer and Water Extensions - Shannon Ridge and Fairlawn Avenue
The Progress Report was

- ✓ 58 **REPORT** - Sanitary Sewers for Edgewood Street
The Report was

- ✓ 59 ~~Report - water extension Sand Pit Rd~~

- ✓ 60 ~~Report - water extension 27 will plain Rd~~

PUBLIC SPEAKING SESSION

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

✓ 61 *Letter from Friends of Tarryville*

CONSENT CALENDAR

July 6, 1988

- 3 - Resolution - Women, Infants and Children Supplemental Nutrition Program
- 7 - Communication - Appointments to the Housatonic Valley Tourism Commission
- 14 - Communication - Application for Funds from the Connecticut Alcohol and Drug Abuse Commission
- 19 - Communication - Drainage Easement, Wadad Fakhredding Ghannam
- 22 - Communication - Danbury FCI Sewer Line
- 33 - Communication - Municipal Infrastructure Trust Funds
- 35 - Communication - Long Ridge Road Historic District
- 36 - Communication - Neighborhood Assistance Applications
- 40 - Report - Request for Sewer and Water Extensions - 100 Saw Mill Road
- 41 - Report - Request for Water Extension on Clapboard Ridge Road
- 42 - Report - Request for Water Extension on South Cove
- 43 - Report - Final Subdivision, Briar Ridge Estates
- 44 - Report - Request for Sewer Extension - Beaver Brook Road
- 45 - Report - Storm Drainage Easement, South King Street
- 46 - Report - Code of Ethics Ordinance
- 48 - Report - Street Renumbering, East Lake Road
- 49 - Report - Contamination of Drinking Water
- 51 - Report - Offer of 35 Acres of land on Miry Brook Road for sale to the City
- 55 - Progress Report - Petition of Fairview Condominium Association
- 56 - Progress Report - Request for Restoration of Funds for Richter Park
- 57 - Progress Report - Request for Sewer and Water Extensions - Shannon Ridge and Fairlawn Avenue



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

(203) 797-4511

June 29, 1988

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

Dear Council Members:

In response to an invitation for the Housing Authority of the City of Danbury to apply for additional units of housing, the Authority is seeking sixty (60) additional units of scattered site apartments.

The aim of these units is to avoid the huge density of "projects" that have produced failures of public housing in the past. Scattered site development is a realistic approach to the problem of low-income housing in Danbury.

The action of the Common Council upon the enclosed resolution is to apply for funds to do only the planning and design of these units. Any questions that you may have concerning this unique and exciting opportunity may be answered by Mr. Bernard Fitzpatrick, Executive Director of the Housing Authority.

Sincerely yours,

Joseph H. Sauer, Jr.
Mayor

JHS:cjz



RESOLUTION /

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, it is the policy of this locality to eliminate substandard and other inadequate housing, to prevent the spread of slums and blight, and to realize as soon as feasible the goal of a decent home in a suitable living environment for all of its citizens; and

WHEREAS, under the provisions of the United States Housing Act of 1937, as amended, the United States of America, acting through the Secretary of Housing and Urban Development (herein called the "Government"), is authorized to provide financial assistance to local public housing agencies for undertaking and carrying out preliminary planning of low-rent housing projects that will assist in meeting this goal; and

WHEREAS, the Act provides that there shall be local determination of need for low-rent housing to meet needs not being adequately met by private enterprise and that the Government shall not make any contract with a public housing agency for preliminary loans for surveys and planning in respect to any low-rent housing projects unless the governing body of the locality involved has by resolution approved the application of the public housing agency for such preliminary loan; and

WHEREAS, the Housing Authority of the City of Danbury (herein called the "Local Authority") is a public housing agency and is applying to the Government for a preliminary loan to cover the costs of surveys and planning in connection with the development of low-rent housing;

NOW, THEREFORE, be it resolved by the Common Council of the City of Danbury as follows:

1. That there exists in the City of Danbury a need for such low-rent housing which is not being met by private enterprise;

2. That the application of the Local Authority to the Government for a preliminary loan in an amount not to exceed \$40,000.00 for surveys and planning in connection with low-rent housing projects of not to exceed approximately 60 dwelling units is hereby approved.



CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

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**DEPARTMENT
OF FINANCE**

July 7, 1988

Certification #3

TO: Common Council via
Mayor Joseph H. Sauer

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

Per Common Council approval, I hereby certify the availability of \$13,900.00 to be transferred from the Contingency Fund to a new capital account entitled General Aviation Apron.

The above request for funds was approved by Common Council on July 6, 1988 pending this certification.

Balance of Contingency Fund	\$1,274,697.00
Less this request	13,900.00
	<u>\$1,260,797.00</u>



Dominic A. Setaro, Jr.

DAS/af



2

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DANBURY MUNICIPAL AIRPORT
P. O. BOX 2299
WIBLING ROAD

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

June 23, 1988

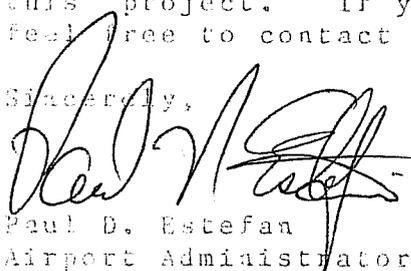
Mayor Joseph H. Sauer, Jr.
City of Danbury
Danbury, Connecticut 06810

Honorable Mayor,

On June 28, 1988 bids were open to construct a General Aviation Apron and Inner taxi way "A" here at Danbury Municipal Airport. The bids came in higher than the authorized resolution of February 2, 1988, thus I am requesting that the February 2, 1988 resolution be amended to reflect the newer figures. I am requesting that the Federal and State grant be amended from \$87,000.00 to \$1,338,675.00 and that the local match of 2 1/2% be raised \$20,425.00 to \$34,325.00. I am requesting an additional \$13,900.00 to meet our local match for this project.

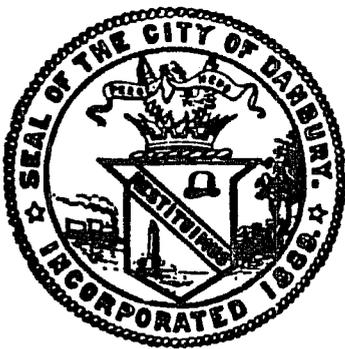
The FAA will be authorizing us within a few weeks to award this project. If you have any questions concerning this please feel free to contact me.

Sincerely,



Paul D. Estefan
Airport Administrator

Disk5/Sauer628



RESOLUTION 2

CITY OF DANBURY, STATE OF CONNECTICUT

February 2 A. D., 19⁸⁸

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Federal Aviation Administration of the United States Department of Transportation and the Bureau of Aeronautics of the Connecticut Department of Transportation make funds available through the Airport and Airway Safety & Capacity Expansion Act of 1987; and

WHEREAS, the City of Danbury through the Danbury Municipal Airport intends to construct and mark taxiway Echo ("E"), General Aviation Apron, Inner taxiway Alpha ("A"), and survey runway "8"; and

WHEREAS, the City of Danbury will make application for a federal and state grant in the amount not to exceed \$817,000.00 with a local match of two and one-half percent equaling an amount not to exceed \$20,425.00;

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor of the City of Danbury, Joseph H. Sauer, Jr., 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.

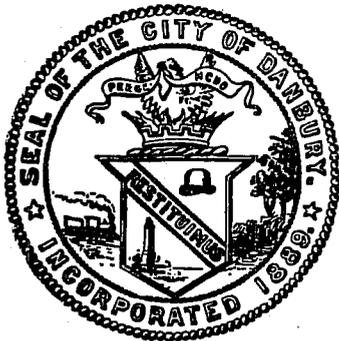
CERTIFICATION

I, ELIZABETH CRUDGINTON, City Clerk of the City of Danbury, Connecticut, do hereby certify that the above Resolution is a true copy of the original Resolution adopted by the COMMON COUNCIL of the City of Danbury, on February 2, 1988

ATTEST

Elizabeth Crudginton
Elizabeth Crudginton
City Clerk

Dated at Danbury, Connecticut
this 3th day of February, 1988



RESOLUTION 2

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Federal Aviation Administration of the United States Department of Transportation and the Bureau of Aeronautics of the Connecticut Department of Transportation make funds available through the Airport and Airway Safety & Capacity Expansion Act of 1987; and

WHEREAS, the City of Danbury through the Danbury Municipal Airport intends to Construct General Aviation Apron and Inner taxiway Alpha ("A"), and survey runway "8"; and

WHEREAS, the City of Danbury will make application for a federal and state grant in the amount not to exceed \$1,338,675.00 with a local match of two and one-half percent equalling an amount not to exceed \$34,325.00;

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

RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT



_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the State of Connecticut Department of Health Services through the U.S.D.A. has made grant funds available from October 1, 1987 through September 30, 1988 to full-time local health departments to be used for the Women, Infants, Children's Supplemental Nutrition Program; and

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

WHEREAS, a grant award of up to \$134,782.00 has been processed by the Danbury Health Department; and

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

NOW, THEREFORE, BE IT RESOLVED THAT the actions of the Danbury Health Department in applying for the said grant be and hereby are ratified and that any and all further actions by the Danbury Health Department required to accomplish said program be and hereby are authorized;

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



4

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

ROBERT T. RESHA
CORPORATION COUNSEL

PLEASE REPLY TO:

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

June 23, 1988

DANBURY, CT 06810

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

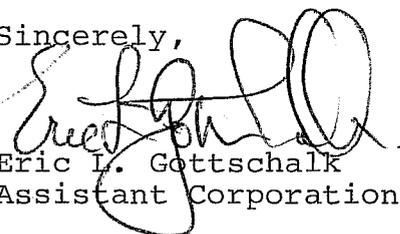
Re: Danbury Firefighters Pension Ordinance

Dear Mayor Sauer and Council Members:

Please find enclosed a proposed draft of an ordinance amendment which is intended to conform our ordinances to existing provisions of the Collective Bargaining agreement between the City of Danbury and the Firefighters Union.

Please consider it in the usual fashion.

Sincerely,


Eric L. Gottschalk
Assistant Corporation Counsel

ELG:dms

Enclosure

REV.
9/84



5

CITY OF DANBURY

CIVIL SERVICE COMMISSION

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

APPLICATION FOR EMPLOYMENT

PLEASE PRINT

Do not write this line!	APPR	DIS	REV BY	REASON FOR DISAPPROVAL: 1. Lack qualifying exp. 2. Length exp.	3. Late 4. Lack spec. exp.	5. Length spec. exp. 6. Other (specify)	EXAM. NO.
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POSITION APPLYING FOR <i>Police Officer</i>		If you are presently a City employee, give:	YOUR TITLE
SOCIAL SECURITY NUMBER <i>092-74-9246</i>		DEPARTMENT	
NAME OF APPLICANT (Last) (First) (Middle or Maiden) <i>Browne John Michael</i>		BUSINESS TELEPHONE NO. <i>N/A</i>	HOME TELEPHONE NO. <i>334-9381</i>
ADDRESS (No. and Street) (City) (State) (Zip) <i>75 Hickory St. Bridgeport Ct. 06610</i>		Are you over 18? <i>Yes</i>	Are you over 65? <i>No</i>
FORMER ADDRESS (No. and Street) (City) (State) (Zip)		BIRTHPLACE (Include country, if foreign born) <i>Bridgeport Connecticut</i>	
ARE YOU A U.S. CITIZEN? <i>Yes</i>	NOTE: Naturalized citizens must submit proof. IF NATURALIZED, HAVE YOU PREVIOUSLY SUBMITTED PROOF?		

ANSWER ALL QUESTIONS	YES (X)	NO (X)	EXPLANATION OF QUESTIONS 7,8,9,10,11, IF ANSWERED "YES" (Use all spaces below and separate sheets, if necessary.)
HAVE YOU FILED AN APPLICATION FOR OTHER CITY EXAMINATIONS? (If yes, list positions previously applied for.)		X	
HAVE YOU EVER BEEN CONVICTED OF ANY LAW VIOLATION INCLUDING MILITARY OFFENSES? (Failure to answer may result in disqualification.)		X	
HAVE YOU EVER BEEN INVOLUNTARILY SEPARATED FROM EMPLOYMENT EXCEPT FOR LAYOFF DUE TO LACK OF WORK?		X	
DO YOU CLAIM WAR VETERANS PREFERENCE? (5 points)		X	
DO YOU CLAIM DISABLED VETERANS PREFERENCE? (10 points)		X	



Proof of right to veteran's preference should be submitted AT THE TIME OF FILING APPLICATION unless previously submitted. Points are awarded only to a passing earned score, and only FOR ORIGINAL APPOINTMENT. Basic eligibility dates: Between April 6, 1917 and April 1, 1920; or Dec. 7, 1941 and Dec. 31, 1947; or June 27, 1950 and Oct. 27, 1953; and Jan. 1, 1964 to Dec. 31, 1976.

EDUCATION	NAME AND ADDRESS	GRADES COMPLETED	DATES ATTENDED From to	DAY OR NIGHT	DID YOU GRADUATE?	CREDIT HRS. COMPLETED	DEGREE RECEIVED	MAJOR OF
Grammar School	<i>St. Charles East Main St. Bpt.</i>	Highest Grade Completed: <i>8th</i>	<i>Sept-73 to June 81</i>	<i>Day</i>	<i>Yes</i>			
High School	<i>St. Joseph High School 2150 Huntington & Plc Trunk</i>	Highest Grade Completed: <i>12th</i>	<i>Sept-81 to June 85</i>	<i>Day</i>	<i>Yes</i>			
Technical or Business School		Highest Grade Completed: <i>—</i>						
College, University, Professional School	<i>Housatonic College 510 Burnham Ave. Bpt. Ct.</i>	Highest Grade Completed: <i>13th</i>	<i>Sept-85 to Present</i>	<i>Day</i>	<i>No</i>			
Other Schools or Courses								

DRIVER'S LICENSE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	State <i>Ct.</i>	Licenses, Registrations, and Certificates Required for this Examination Kind	Issued by	Date	No.
CERTIFICATION			Read this application and your answers carefully before signing below		
I certify that the statements made by me on BOTH SIDES of this application are true, complete, and correct to the best of my knowledge and belief and are made in good faith. I understand that if I knowingly make any misstatement of facts, I am subject to disqualification or dismissal and to such other penalties as may be prescribed by law or Civil Service Regulations.			SIGNED (Applicant) <i>John M Browne</i>		
			DATE <i>2/11/88</i>		



5

REV. 9/84

CITY OF DANBURY CIVIL SERVICE COMMISSION

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

APPLICATION FOR EMPLOYMENT

CIVIL SERVICE COMM. CITY OF DANBURY RECEIVED
 JAN 29 1988
 AM 7 8 9 10 11 12 1 2 3 4 5 6 PM

PLEASE PRINT

not write this line	APPR	DIS	REV BY	REASON FOR DISAPPROVAL: 1. Lack qualifying exp. 2. Length exp.	3. Late 4. Lack spec. exp.	5. Length spec. exp. 6. Other (specify) <u>BOOK 2 - 39</u>	SO	EXAM. NO.
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POSITION APPLYING FOR: POLICE OFFICER

If you are presently a City employee, give: N/A YOUR TITLE: N/A

SOCIAL SECURITY NUMBER: 051-66-5970 DEPARTMENT: _____

NAME OF APPLICANT (Last) (First) (Middle or Maiden): LAJOIE VINCENT EDWARD

BUSINESS TELEPHONE NO. _____ HOME TELEPHONE NO. 279-88

ADDRESS (No. and Street) (City) (State) (Zip): BREWSTER HILL RD NEW YORK LOS OR

Are you over 18? YES Are you over 65? NO

FORMER ADDRESS (No. and Street) (City) (State) (Zip): N/A

BIRTHPLACE (Include country, if foreign born): WHITE PLAINS, NEW YORK

ARE YOU A U.S. CITIZEN? YES IF NATURALIZED, HAVE YOU PREVIOUSLY SUBMITTED PROOF? N/A

NOTE: Naturalized citizens must submit proof.

ANSWER ALL QUESTIONS	YES (X)	NO (X)	EXPLANATION OF QUESTIONS 7,8,9,10,11, IF ANSWERED "YES" (Use all spaces below and separate sheets, if necessary.)
HAVE YOU FILED AN APPLICATION FOR OTHER CITY EXAMINATIONS? (If yes, list positions previously applied for.)		<input checked="" type="checkbox"/>	
HAVE YOU EVER BEEN CONVICTED OF ANY LAW VIOLATION INCLUDING MILITARY OFFENSES? (Failure to answer may result in disqualification.)		<input checked="" type="checkbox"/>	
HAVE YOU EVER BEEN INVOLUNTARILY SEPARATED FROM EMPLOYMENT EXCEPT FOR LAYOFF DUE TO LACK OF WORK?		<input checked="" type="checkbox"/>	
DO YOU CLAIM WAR VETERANS PREFERENCE? (5 points)		<input checked="" type="checkbox"/>	
DO YOU CLAIM DISABLED VETERANS PREFERENCE? (10 points)		<input checked="" type="checkbox"/>	

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EDUCATION	NAME AND ADDRESS	GRADES COMPLETED	DATES ATTENDED From to	DAY OR NIGHT	DID YOU GRADUATE?	CREDIT HRS. COMPLETED	DEGREE RECEIVED	MAJOR CO OF STU
Grammar School	<u>H.H wells, Foggiata rd</u>	Highest Grade Completed: _____	<u>9/76 2/79</u>	<u>Day</u>	<u>Yes</u>			
High School	<u>Brewster High, Foggiata rd</u>	Highest Grade Completed: _____	<u>9/79 6/82</u>	<u>Day</u>	<u>Yes</u>			<u>Reg</u>
Technical or Business School	<u>N/A</u>	Highest Grade Completed: _____						
College, University, Professional School	<u>ESCU willimantic CT</u> <u>Ramapo college Mahwah NJ</u>	Highest Grade Completed: _____	<u>9/82 6/86</u>	<u>Day</u>	<u>NO</u>	<u>90</u>	<u>-</u>	<u>Busin</u>
Other Schools or Courses	<u>N/A</u>							

DRIVER'S LICENSE: YES NO State: N.Y. Kind: CLASS 5

LICENSES, REGISTRATIONS, AND CERTIFICATES REQUIRED FOR THIS EXAMINATION

Issued by: NYS DEPT of Motor Veh. Date: 11-1986 No.: L01353 90399

CERTIFICATION

I certify that the statements made by me on BOTH SIDES of this application are true, complete, and correct to the best of my knowledge and belief and are made in good faith. I understand that if I knowingly make any misstatement of facts, I am subject to disqualification or dismissal and to such other penalties as may be prescribed by law or Civil Service Regulations.

SIGNED (Applicant): Vincent E Lajoie

DATE: 11/23/88

5



CITY OF DANBURY CIVIL SERVICE COMMISSION

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

APPLICATION FOR EMPLOYMENT

PLEASE PRINT

not write this line!	APPR	DIS	REV BY	REASON FOR DISAPPROVAL: 1. Lack qualifying exp. 2. Length exp.	3. Late 4. Lack spec. exp.	5. Length spec. exp. 6. Other (specify)	EXAM. NO.
POSITION APPLYING FOR Police Officer				If you are presently a City employee, give:	YOUR TITLE Special Police Officer		
SOCIAL SECURITY NUMBER 047-66-9085				DEPARTMENT Danbury		BUSINESS TELEPHONE NO. 797-4611	
NAME OF APPLICANT (Last) Critelli		(First) Luigi		(Middle or Maiden) Anthony		HOME TELEPHONE NO. 748-1805	
ADDRESS (No. and Street) 77 Sheridan ST Danbury CT 06810				(City)		(State) (Zip)	
FORMER ADDRESS (No. and Street) Same				(City)		(State) (Zip)	
ARE YOU A U.S. CITIZEN? yes				NOTE: Naturalized citizens must submit proof.			
				IF NATURALIZED, HAVE YOU PREVIOUSLY SUBMITTED PROOF? yes			

ANSWER ALL QUESTIONS	YES (X)	NO (X)	EXPLANATION OF QUESTIONS 7,8,9,10,11, IF ANSWERED "YES" (Use all spaces below and separate sheets, if necessary.)
HAVE YOU FILED AN APPLICATION FOR OTHER CITY EXAMINATIONS? (If yes, list positions previously applied for.)	X		I sent my application in to Waterbury P.D, and still waiting for my results from Norwalk P.D. I was arrested approx 5 yrs ago, for driving while impaired. I paid a 250.00 fine, and received alcohol rehabilitation. Case was dismissed after 1 yr.
HAVE YOU EVER BEEN CONVICTED OF ANY LAW VIOLATION INCLUDING MILITARY OFFENSES? (Failure to answer may result in disqualification.)	X		
HAVE YOU EVER BEEN INVOLUNTARILY SEPARATED FROM EMPLOYMENT EXCEPT FOR LAYOFF DUE TO LACK OF WORK?		X	
DO YOU CLAIM WAR VETERANS PREFERENCE? (5 points)		X	
DO YOU CLAIM DISABLED VETERANS PREFERENCE? (10 points)		X	

**CIVIL SERVICE COMM.
CITY OF DANBURY
RECEIVED**

JAN 26 1988

AM 7 8 9 10 11 12 1 2 3 4 5 6 PM

Proof of right to veteran's preference should be submitted AT THE TIME OF FILING APPLICATION unless previously submitted. Points are awarded only to a passing scored score, and only FOR ORIGINAL APPOINTMENT. Basic eligibility dates: Between April 6, 1917 and April 1, 1920; or Dec. 7, 1941 and Dec. 31, 1947; or June 27, 1950 and Oct. 27, 1953; and Jan. 1, 1964 to Dec. 31, 1976.

EDUCATION	NAME AND ADDRESS	GRADES COMPLETED	DATES ATTENDED From to	DAY OR NIGHT	DID YOU GRADUATE?	CREDIT HRS. COMPLETED	DEGREE RECEIVED	MAJOR COURSE OF STUDY
Grammar School	Sacred Heart Cottage ST Danbury	Highest Grade Completed: 6	9/69 6/75	DAY	yes			
High School	Danbury High School Clippboard Ridge	Highest Grade Completed: 11	9/78 1/81	DAY	received equivalent			
Technical or Business School		Highest Grade Completed: —						
College, University, Professional School		Highest Grade Completed: —						
Other Schools or Courses	M.P.T.C State of CT			Night	Still Present			Law Enforcement

DRIVER'S LICENSE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	State CT	LICENSES, REGISTRATIONS, AND CERTIFICATES REQUIRED FOR THIS EXAMINATION Kind Type 106	Issued by Danbury Motor Vehicles	Date Approx 1979	No. 01417442
CERTIFICATION					
I certify that the statements made by me on BOTH SIDES of this application are true, complete, and correct to the best of my knowledge and belief and are made in good faith. I understand that if I knowingly make any misstatement of facts, am subject to disqualification or dismissal and to such other penalties as may be prescribed by law or Civil Service Regulations.					
SIGNED (Applicant) Luigi A. Critelli					
DATE 1-26-88					



5

CITY OF DANBURY CIVIL SERVICE COMMISSION

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

CIVIL SERVICE COMM.
CITY OF DANBURY
RECEIVED
FEB 10 1988
AM 7,8,9,10,11,12,1,2,3,4,5,6 PM

APPLICATION FOR EMPLOYMENT

PLEASE PRINT

not write this line	APPR	DIS	REV BY	REASON FOR DISAPPROVAL: 1. Lack qualifying exp. 2. Length exp.	3. Late 4. Lack spec. exp.	5. Length spec. exp. 6. Other (specify)	EXAM. NO.
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POSITION APPLYING FOR Police Officer	If you are presently a City employee, give:	YOUR TITLE
SOCIAL SECURITY NUMBER 047-40-2676	DEPARTMENT	
NAME OF APPLICANT (Last) (First) (Middle or Maiden) ertram Bruce Kevin	BUSINESS TELEPHONE NO. 966-9016	HOME TELEPHONE NO. 744-0262
ADDRESS (No. and Street) (City) (State) (Zip) 9 Fleetwood Dr. Danbury Ct. 06810	Are you over 18? Yes	Are you over 65? NO
FORMER ADDRESS (No. and Street) (City) (State) (Zip) 46 Grace St. New Canaan Ct. 06840	BIRTHPLACE (Include country, if foreign born) Norwalk Ct.	
ARE YOU A U.S. CITIZEN? Yes	NOTE: Naturalized citizens must submit proof. IF NATURALIZED, HAVE YOU PREVIOUSLY SUBMITTED PROOF?	

ANSWER ALL QUESTIONS	YES (X)	NO (X)	EXPLANATION OF QUESTIONS 7,8,9,10,11, IF ANSWERED "YES" (Use all spaces below and separate sheets, if necessary.)
HAVE YOU FILED AN APPLICATION FOR OTHER CITY EXAMINATIONS? (If yes, list positions previously applied for.)		XX	
HAVE YOU EVER BEEN CONVICTED OF ANY LAW VIOLATION INCLUDING MILITARY OFFENSES? (Failure to answer may result in disqualification.)		X	
HAVE YOU EVER BEEN INVOLUNTARILY SEPARATED FROM EMPLOYMENT EXCEPT FOR LAYOFF DUE TO LACK OF WORK?		X	
DO YOU CLAIM WAR VETERANS PREFERENCE? (5 points)		X	
DO YOU CLAIM DISABLED VETERANS PREFERENCE? (10 points)		X	

Proof of right to veteran's preference should be submitted AT THE TIME OF FILING APPLICATION unless previously submitted. Points are awarded only to a veteran serving on or after the date of the examination. Basic eligibility dates: Between April 6, 1917 and April 1, 1920; or Dec. 7, 1941 and Dec. 31, 1947; or June 27, 1950 and Oct. 27, 1953; and Jan. 1, 1964 to Dec. 31, 1976.

EDUCATION	NAME AND ADDRESS	GRADES COMPLETED	DATES ATTENDED From to	DAY OR NIGHT	DID YOU GRADUATE?	CREDIT HRS. COMPLETED	DEGREE RECEIVED	MAJOR COURSE OF STUDY
Elementary School	South School Gower Rd. New Canaan	Highest Grade Completed: <u>6</u>	9/60 to 6/66	Day	Yes			
High School	New Canaan High School Farm RD. New Canaan	Highest Grade Completed: <u>12</u>	9/69 to 6/73	Day	Yes			
Technical or Business School	Bullard Haven Tech Bridgeport Ct.	Highest Grade Completed: <u>13</u>	9/73 to 6/74	Day	Yes			Barber
College, University, or Professional School	Norwalk Comm. Coll Norwalk Ct.	Highest Grade Completed: <u>—</u>	1/84	Night	No	3		Business Management
Other Schools or Courses								

DRIVER'S LICENSE <input type="checkbox"/> YES <input type="checkbox"/> NO	State Ct.	LICENSES, REGISTRATIONS, AND CERTIFICATES REQUIRED FOR THIS EXAMINATION Kind 102	Issued by	Date	No.
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CERTIFICATION

I certify that the statements made by me on BOTH SIDES of this application are true, complete, and correct to the best of my knowledge and belief and are made in good faith. I understand that if I knowingly make any misstatement of facts, I am subject to disqualification or dismissal and to such other penalties as may be prescribed by law or Civil Service Regulations.

Read this application and your answers carefully before signing below.

SIGNED (Applicant)
Bruce Kevin Ertram

DATE
2-7-88



5

REV. 9/84

CITY OF DANBURY CIVIL SERVICE COMMISSION

155 DEER HILL AVENUE DANBURY, CONNECTICUT 06810

CIVIL SERVICE COMM. CITY OF DANBURY RECEIVED FEB 3 1988 AM 7 8 9 10 11 12 1 2 3 4 5 6 PM

APPLICATION FOR EMPLOYMENT

PLEASE PRINT

not write this line	APPR	DIS	REV BY	REASON FOR DISAPPROVAL: 1. Lack qualifying exp. 2. Length exp.	3. Late 4. Lack spec. exp.	5. Length spec. exp. 6. Other (specify)	EXAM. NO.
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POSITION APPLYING FOR POLICE OFFICER				If you are presently a City employee, give:		YOUR TITLE	
SOCIAL SECURITY NUMBER 57-46-3174				DEPARTMENT			
NAME OF APPLICANT (Last)		(First)		(Middle or Maiden)		BUSINESS TELEPHONE NO.	
RAGNI PETER		CHARLES				(203) 426-5856	
ADDRESS (No. and Street)		(City)		(State)		(Zip)	
HUNTINGTON COURT, BETHEL, CT., 06801							
FORMER ADDRESS (No. and Street)		(City)		(State)		(Zip)	
ARE YOU A U.S. CITIZEN? YES				NOTE: Naturalized citizens must submit proof.			
				IF NATURALIZED, HAVE YOU PREVIOUSLY SUBMITTED PROOF?			

ANSWER ALL QUESTIONS	YES (X)	NO (X)	EXPLANATION OF QUESTIONS 7,8,9,10,11, IF ANSWERED "YES" (Use all spaces below and separate sheets, if necessary.)
HAVE YOU FILED AN APPLICATION FOR OTHER CITY EXAMINATIONS? (If yes, list positions previously applied for.)		X	
HAVE YOU EVER BEEN CONVICTED OF ANY LAW VIOLATION INCLUDING MILITARY OFFENSES? (Failure to answer may result in disqualification.)		X	
HAVE YOU EVER BEEN INVOLUNTARILY SEPARATED FROM EMPLOYMENT EXCEPT FOR LAYOFF DUE TO LACK OF WORK?		X	
DO YOU CLAIM WAR VETERANS PREFERENCE? (5 points)		X	
DO YOU CLAIM DISABLED VETERANS PREFERENCE? (10 points)		X	

Proof of right to veteran's preference should be submitted AT THE TIME OF FILING APPLICATION unless previously submitted. Points are awarded only to a veteran having earned score, and only FOR ORIGINAL APPOINTMENT. Basic eligibility dates: Between April 6, 1917 and April 1, 1920; or Dec. 7, 1941 and Dec. 31, 1947; or June 27, 1950 and Oct. 27, 1953; and Jan. 1, 1964 to Dec. 31, 1976.

EDUCATION	NAME AND ADDRESS	GRADES COMPLETED	DATES ATTENDED From to	DAY OR NIGHT	DID YOU GRADUATE?	CREDIT HRS. COMPLETED	DEGREE RECEIVED	MAJOR COURSE OF STUDY
Elementary School	BETHEL MIDDLE	Highest Grade Completed: <u>8</u>	9/76 6/79	DAY	YES			
High School	IMMACULATE DBNY.	Highest Grade Completed: <u>12</u>	9/79 5/82	DAY	YES			
Technical or Business School	ARMOR OFFICER BASIC COURSE	Highest Grade Completed: <u>—</u>	2/87 4/87	DAY	YES			
College, University, Professional School	W.C.S.U. DBNY.	Highest Grade Completed: <u>16</u>	9/83 1/87	DAY	YES	124	B.A.	HISTO
Other Schools or Courses	S.U.N.Y. NEW PALTZ, NEW YORK		7/84 8/84	DAY	YES	3	CERT.	ITAL LANG
	UNIVERSITA' DI URBINO, ITALY		6/85 8/85	DAY	YES	6	CERT.	ITAL LANG

DRIVER'S LICENSE YES <input type="checkbox"/> NO <input type="checkbox"/>	State CT.	LICENSES, REGISTRATIONS, AND CERTIFICATES REQUIRED FOR THIS EXAMINATION Kind REGULAR	Issued by DMV	Date 7/22/80	No. 194345
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CERTIFICATION

I certify that the statements made by me on BOTH SIDES of this application are true, complete, and correct to the best of my knowledge and belief and are made in good faith. I understand that if I knowingly make any misstatement of facts, subject to disqualification or dismissal and to such other penalties as may be prescribed by law or Civil Service Regulations.

Read this application and your answers carefully before signing below:
SIGNED (Applicant) *[Signature]*
DATE **30 JANUARY 1988**

5



CITY OF DANBURY CIVIL SERVICE COMMISSION

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

CIVIL SERVICE COMM.
CITY OF DANBURY
RECEIVED
FEB 11 1988
AM 7 8 9 10 11 12 1 2 3 4 5 6 PM

REV.
1/84

45 HOSPITAL AVE
DANBURY, CT
PLEASE PRINT
06810

APPLICATION FOR EMPLOYMENT

Do not write in this line:	APPR	DIS	REV BY	REASON FOR DISAPPROVAL: 1. Lack qualifying exp. 2. Length exp.	3. Late	4. Lack spec. exp.	5. Length spec. exp.	6. Other (specify)	EXAM. NO.
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POSITION APPLYING FOR POLICE OFFICER	If you are presently a City employee, give:	YOUR TITLE
SOCIAL SECURITY NUMBER 042-72-1074	DEPARTMENT 791-1753	
NAME OF APPLICANT (Last) (First) (Middle or Maiden) LOPES EDWARD ANTHONY	BUSINESS TELEPHONE NO.	HOME TELEPHONE NO. (203)-274-1915
ADDRESS (No. and Street) (City) (State) (Zip) 31 Hillside Ave OAKVILLE CT 06775	Are you over 18? YES	Are you over 65?
FORMER ADDRESS (No. and Street) (City) (State) (Zip) 42 OSBIRNE ST DANBURY CT 06810	BIRTHPLACE (Include country, if foreign born) WATERBURY, CONNECTICUT	
ARE YOU A U.S. CITIZEN? YES	NOTE: Naturalized citizens must submit proof. IF NATURALIZED, HAVE YOU PREVIOUSLY SUBMITTED PROOF?	

ANSWER ALL QUESTIONS	YES (X)	NO (X)	EXPLANATION OF QUESTIONS 7,8,9,10,11, IF ANSWERED "YES" (Use all spaces below and separate sheets, if necessary.)
HAVE YOU FILED AN APPLICATION FOR OTHER CITY EXAMINATIONS? (If yes, list positions previously applied for.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	POLICE OFFICER, LAST Exam Period
HAVE YOU EVER BEEN CONVICTED OF ANY LAW VIOLATION INCLUDING MILITARY OFFENSES? (Failure to answer may result in disqualification.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
HAVE YOU EVER BEEN INVOLUNTARILY SEPARATED FROM EMPLOYMENT EXCEPT FOR LAYOFF DUE TO LACK OF WORK?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
DID YOU CLAIM WAR VETERANS PREFERENCE? (5 points)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
DID YOU CLAIM DISABLED VETERANS PREFERENCE? (10 points)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

Proof of right to veteran's preference should be submitted AT THE TIME OF APPLICATION unless previously submitted. Points are awarded only to a veteran who served in the armed forces of the United States during the following periods: Between April 6, 1917 and April 1, 1920; or Dec. 7, 1941 and Dec. 31, 1945; or June 27, 1950 and Oct. 27, 1953; and Jan. 1, 1964 to Dec. 31, 1976.

EDUCATION	NAME AND ADDRESS	GRADES COMPLETED	DATES ATTENDED From to	DAY OR NIGHT	DID YOU GRADUATE?	CREDIT HRS. COMPLETED	DEGREE RECEIVED	MAJOR COURSE OF STUDY
Elementary School	Swift Jr. High Waterbury CT	Highest Grade Completed: 8	9/78 to 6/80	DAY	YES			
High School	Kaynor Voc. Tech Sch Waterbury CT.	Highest Grade Completed: 12	9/80 to 6/84	DAY	YES			
Technical or Business School		Highest Grade Completed: —						
College, University, Professional School	Western Ct. State U. 101 White St Danbury Ct	Highest Grade Completed: JR	9/84 to 5/86	DAY	YES	62.0	ASS. in Science	Criminal Justice
Other Schools or Courses	Western Ct State U.	Presently Seniors	9/86 pres	DAY	0/88	110.0		Justice Administration

DRIVER'S LICENSE YES <input type="checkbox"/> NO <input type="checkbox"/>	State CT	KIND	LICENSES, REGISTRATIONS, AND CERTIFICATES REQUIRED FOR THIS EXAMINATION	Issued by	Date	No.
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6

CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

JOSEPH H. SAUER, JR.
MAYOR

(203) 797-4511

July 6, 1988

Honorable Members of the Common Council
City of Danbury
Connecticut

Dear Council Members:

I am appointing Rosemarie Germinaro Boucher, 126 Osborne Street, Danbury, CT to the Parking Authority for a term to expire 6/30/93. She will be replacing Gerard Lefebvre, whose term expired 6/30/88. Resume is attached.

Sincerely yours,

Joseph H. Sauer, Jr.
Mayor

JHS:1

GERARD LEFEBVRE, CHAIRMAN
JOHN McGARRY, VICE CHAIRMAN
FRANK CAPIELLO, SECRETARY
ALBERT CAVALIER
LOUIS NAJAMY
CHARLES A. BARDO, EXECUTIVE DIRECTOR



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

PARKING AUTHORITY
CITY OF DANBURY
DANBURY, CONN. 06810

received
5-17-88

6

May 16, 1988

Honorable Joseph H. Sauer Jr., Mayor
City Hall
155 Deer Hill Ave.
Danbury, Connecticut

Dear Mayor Sauer,

This is to inform you that my term on the Parking Authority expires on June 30, 1988. Having previously served on this board some 20 years ago and now the past 3 years, 2 years as Chairman, I am vitally interested in the parking problems in Danbury. Trusting that this experience and effort has contributed towards solving some of our problems. I would like to continue serving on this board.

With the exception of a couple of months, when illness interfered, I have attended all our meetings as well as committee and common council meetings.

Should you have any questions or wish to discuss this please feel free to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Gerard Lefebvre".

Gerard Lefebvre
Chairman

Rosemarie Boucher
126 Osborne Street
Danbury, CT 06810

01/1
received
6/27/88

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

Dear Mayor Sauer:

It is my understanding that there will be an opening on the Parking Commission at the end of June.

Since my business, Stone's Color Center, is an active part of Downtown Danbury, I am very interested in the workings and management of this commission. I have also been an active part of the Danbury Downtown Council and have worked with local merchants on promoting Downtown Danbury for the past several years.

I would very much appreciate being considered for this opening. I feel my experience with Downtown, my community service activities and my retail experience would be an asset to this Commission. I am currently a registered Republican and have lived or worked in Danbury since 1940 so I certainly qualify as well.

I am enclosing a brief resume of my qualifications and can provide personal references if necessary.

Very truly yours,

Rosemarie Boucher

Rosemarie (Germinaro) Boucher

Enc.

16

ROSEMARIE BOUCHER
126 OSBORNE STREET
DANBURY, CT 06776

PRESENT EMPLOYMENT

THE STONE COMPANY, INC. d/b/a
Stone's Color Center, 11 Ives St.,
Danbury, CT. 06810
Hired 02/12/69; Promoted to Office
Manager 07/01/78; Elected Corporate
Secretary 06/01/79; Partnership with
Robert Couillard after stock purchase
from Donald P. Stone 07/01/85

PROFESSIONAL AND COMMUNITY AFFILIATIONS

Danbury Area Chapter National Assoc.
of Accountants: Have served as Past
President, Vice President Public
Relations, Vice President Membership,
Secretary; and, currently Director of
Community Relations

Volunteer Bureau of Greater Danbury;
Member of Board of Directors and Finance
Committee, Chairman of Annual Benefit
Auction

Junior Achievement of Western CT;
Member Board of Directors, Chairman
Annual Bowlathon Danbury Area, have
served as advisor for Project Business
Class at Broadview Jr. H.S.

Danbury Downtown Council: Served as
member of marketing sub-committee,
committee for Swampfield Celebration.
Also served as Executive Vice President
under Mary Ann Frede and currently working
with downtown merchants on promotions
committee and with Danbury Preservation
Trust on "Taste of Danbury".

SPECIAL SKILLS

Completed two semesters of Accounting
at Western CT State University in 1978,
total control of office functions for
Stone Co. when employed by Donald Stone
for period of approximately five years
prior to his retirement in 1985; Retail
experience in Downtown Danbury business
for nineteen years.



COMMITTEE

Mary Ann Frede
1 Liberty Street
790-6970

Paulette Pepin
P.O. Box 2201
748-0094

Carol Smith
Meeker's Hardware

Rosemarie Boucher
Stone's Color Center

Peter Kramo
Fairfields @ Hilton

Bobbi Jowdy
Tuxedo Junction

Evelyn Tappan
Made In Connecticut

Roberta Autorino
Hartwell Brady Lady

Margaret Gagnon
Housatonic Valley Tourism Comm.

Clark Eno
Music





CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

JOSEPH H. SAUER, JR.
MAYOR

July 6, 1988

(203) 797-4511

Honorable Members of the Common Council
City of Danbury
Connecticut

Dear Council Members:

I am reappointing the following people to the Housatonic Valley
Tourism Commission:

Hans J. Demuth, General Manager, Danbury Hilton Inn, 18 Old
Ridgebury Road, Danbury, CT, for a term to expire 6/30/91;

William T. Doyon, General Manager, Ethan Allen Inn, Exit 4, I-84,
Danbury, CT, for a term to expire 6/30/91;

Clarice Osiecki, President, Greater Danbury Chamber of Commerce,
Inc., 72 West Street, Danbury, CT, for a term to expire 6/30/91;
and

Mildred Siegel, 39 Concord Road, Danbury, CT, for a term to ex-
pire 6/30/91.

Resumes are attached.

Sincerely yours,

A handwritten signature in cursive script that reads "Joseph H. Sauer, Jr.".

Joseph H. Sauer, Jr.
Mayor

JHS:l



Greater Danbury Chamber of Commerce, Inc.
72 West Street • Danbury, Connecticut 06810 • 203/743-5565

7

received
5-4-88

May 2, 1988

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

RE: Housatonic Valley Tourism Commission

Dear Joe:

Pursuant to Margaret Gagnon's letter to you concerning expiration of my term on the above Commission, please accept this letter as my formal request for reappointment.

The Greater Danbury Chamber of Commerce was instrumental in the formation of the Housatonic Valley Tourism Commission and I have represented the Danbury business community on the Commission since its inception in 1982. Obviously, our organization has an ongoing interest in the objectives of the Commission, as it expends state tax revenues to promote the attractions and hospitality facilities of the region, particularly in Danbury.

The Commission's work has been very successful these past six years and we are pleased to have participated in its growth. I would appreciate the opportunity of serving on the Commission for another term, beginning July 1, 1988 and ending June 30, 1991.

Your acceptance of this request for my re-appointment would be sincerely appreciated.

Best regards,

Clarice Osiecki
President

CO/cm
Enclosure



CLARICE OSIECKI IS A NATIVE OF THE DANBURY AREA AND THE MOTHER OF THREE GROWN CHILDREN. SHE ATTENDED BETHEL SCHOOLS, EARNED HER UNDERGRADUATE DEGREE IN BUSINESS ADMINISTRATION AT MARYMOUNT COLLEGE, TARRYTOWN AND A MASTER OF ARTS DEGREE FROM WESTERN CONNECTICUT STATE UNIVERSITY IN DANBURY.

MRS. OSIECKI HAS A BROAD BACKGROUND OF EXPERIENCE IN BUSINESS, GOVERNMENT AND POLITICS. FROM 1973 TO 1981, SHE REPRESENTED THE DANBURY REGION IN THE CONNECTICUT STATE HOUSE OF REPRESENTATIVES. IN FOUR TERMS OF PUBLIC OFFICE, SHE WAS CHAIRMAN OF THE REGULATIONS REVIEW COMMITTEE, AND SERVED AS AN ASSISTANT MINORITY LEADER OF THE HOUSE OF REPRESENTATIVES. SHE WAS PRESIDENT OF THE CONNECTICUT ORDER OF WOMEN LEGISLATORS AND A DELEGATE TO THE NATIONAL CONFERENCE OF STATE LEGISLATURES.

AFTER HER RETIREMENT FROM PUBLIC OFFICE, MRS. OSIECKI WAS EMPLOYED AS DIRECTOR OF PUBLIC AFFAIRS FOR THE PERKIN-ELMER CORPORATION IN NORWALK, CONNECTICUT. IN 1982, SHE BECAME PRESIDENT OF THE GREATER DANBURY CHAMBER OF COMMERCE, AN ORGANIZATION OF MORE THAN 400 BUSINESSES IN ONE OF THE MOST DYNAMIC REGIONS OF THE NORTHEAST.

MRS. OSIECKI IS A TRUSTEE OF THE ALBERT AND HELEN MESERVE FOUNDATION AND OF THE UNITED WAY OF NORTHERN FAIRFIELD COUNTY. SHE HAS SERVED AS A MEMBER OF THE MAYOR'S TASK FORCE ON HOUSING AND IS A FORMER MEMBER OF THE DANBURY CHARTER REVISION COMMISSION. SHE IS A MEMBER OF THE EXECUTIVE COMMITTEE OF THE HOUSATONIC VALLEY TOURISM COMMISSION, A VOLUNTEER TUTOR FOR LITERACY VOLUNTEERS AND A MEMBER OF ROTARY INTERNATIONAL.

1

May 11, 1988

The Honorable Joseph H. Sauer
Danbury City Hall
155 Deer Hill Ave.
Danbury, Ct 06810

Dear Mayor Sauer:

As requested in your recent directive, I would like to reconfirm my continued interest in participating in the programs of the Housatonic Valley Tourism Commission. My present term expires 6/30/88.

I feel the continued efforts of this commission to introduce visitors and residents to the many resources of Danbury is a most important and productive one.

Therefore I request that my tenure as a Commissioner of the Housatonic Valley Tourism Commission be reinstated to run for a period of two to three years.

Information for your decision:

A resident of Danbury for over 20 years

Married, two grown children

graduate of Marshall University, Huntington, W. Va.

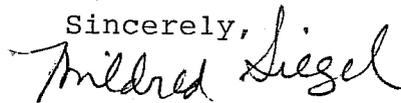
Board Member of Richter Assoc. for the Arts.

Coordinator, Danbury Cultural Commission (no voting privileges)

Literacy Volunteer instructor

Journalist and Freelance Writer

Thank you for your consideration.

Sincerely,

Mildred Siegel



DANBURY HILTON INN
and Conference Center



April 13, 1988

*The Honorable Joseph H. Sauer
Mayor, City of Danbury
City Hall
Danbury, CT 06810*

Dear Mayor Sauer:

The Housatonic Valley Tourism Commission is in the forefront in promoting tourism in Connecticut. As an active member of their Board for the last year, I have seen and been a part of what this commission can, and will do.

Currently my year is up as a member of this Board and I am asking you to re-appoint me as a member. I feel that with my many years experience in the hospitality industry all over the world, and as a resident of Danbury, I am uniquely qualified for this position. I wish to be a part of the orderly growth and development of my community and in this position I will see it happen.

Attached is a copy of my resume so you can see my professional qualifications which are necessary for re-appointment to the Housatonic Valley Tourism Commission.

Looking forward to hearing from you soon, I remain,

Cordially yours,

*Hans J. Demuth
General Manager*

HJD:MCF



RESUME

1

Hans J. Demuth
110 Deer Hill Ave
Danbury, CT 06810
(203) 744-7119

OBJECTIVE

Seek a significant executive position in the hospitality industry. Desire to capitalize upon more than twenty years intensive, diversified management experience in planning, directing, coordinating and controlling large operations within the industry.

Qualified by experience and training to serve as General Manager of a large, first-class hotel, with extensive food and beverage operation, or as head of a major department or division within a large company.

Well versed in all areas of hotel operations, purchasing, menu design, cost controls, specification writing, food preparation and service, contract negotiations, selection and technical training of personnel, quality control and building a strong team to carry out company objectives.

PERSONAL DATA

Date of Birth	April 23, 1934
Height	5' 11"
Weight	180 lbs.
Health	Excellent
Marital Status	Married
Credit Rating	Excellent
Nationality	Canadian Citizen -- U.S. Resident

EDUCATION

Public Schools	Austria and Paris, France
High School	Paris, France and Germany
Professional School	Germany
Hotel School	Lucerne, Switzerland
Special Training	Typing and Accounting Commercial College, Winnipeg, Manitoba Hotel and Restaurant Management and Accounting Ryerson Polytechnical Institute Toronto, Ontario Brigham Young University Behavior Science Course Heidelberg, West Germany

EDUCATION, CONTINUED

Personnel Management
University of Toronto, Ontario
Professional Workshops
Cornell University, Ithaca, New York
Kepner Tregoe Course
Decision Making, Brussels, Belgium
Management by Objectives Course
Holiday Inn University
Olive Branch, Mississippi

EMPLOYMENT RECORD

July 1986 - Present President, H.J.D. Associates
Danbury Hilton, Danbury, Connecticut

H.J.D. Associates manages the Danbury Hilton under a contract with Carver Development, the owners of the hotel. The hotel has 243 rooms, a Conference Center with 19 Breakout Rooms, Banquet Facilities for 700 people, Two Restaurants, a Cocktail Lounge and a Night Club. It also has complete indoor Health Club Facilities including an indoor pool.

April 1985 - June 1986 General Manager
Holiday Inn - Chevy Chase (International
Motor Inns)
Chevy Chase, Maryland

This is a luxury-type hotel in the fashionable area of Chevy Chase, on the border of Washington, D.C. and Bethesda, Maryland.

June 1984 - March 1985 General Manager
Holiday Inn - Fair Oaks
Fairfax, Virginia

An upscale hotel with 252 rooms. Joined the company while the hotel was under construction. The hotel has a Concierge Level and extensive food and beverage outlets, as well as banquet facilities for 500 persons. After a successful opening in December 1984, it was necessary for me to go to Europe on family business, after which I joined International Motor Inns in the capacity as General Manager.

October 1982 - June 1984 District Director
Holiday inns, Inc. - Washington District
Washington, D.C.

Responsible for total hotel operations, four properties in Washington, D.C. and two properties in Charlottesville, Virginia. Two of the hotels involved were under management contract with Holiday Inns, Inc., one was a joint venture operation with John Hancock Insurance Company. The remaining three were company owned. I left this position to join Flautt & Mann Properties, Inc., because I did not want to be transferred out of the Washington, D.C. area by Holiday Inns. Inc.

October 1981 - October 1982
(on leave of absence from
Holiday Inns, Inc.)

Vice President and General Manager
The Peabody Hotel
149 Union Avenue
Memphis, Tennessee

452 room property with 530 employees. Hotel has meeting and banquet facilities for 300, along with three restaurants, one of which is a French Gourmet restaurant, two bars, complete health club facilities and shopping mall.

June 1977 - October 1981

Holiday Inns, Inc.
International Division

February 1981 - October 1981

Director - Systems Development for
Six States (Western U.S.)

This was a "Career Path" posting at Holiday Inns, Inc., headquartered in Memphis, Tennessee. When Holiday Inns, Inc. decided to split parent company and franchise development, the position became a position of a glorified franchise salesman. I then entertained an offer from Belz Enterprises, which owns 16 Holiday Inn franchises, to run a potential five-star hotel -- The Peabody in Memphis. Holiday Inns, Inc., arranged 12 months leave of absence.

June 1979 - January 1981

Director of Operations
West Africa and Middle East Region
based in London, England

Responsible for all aspects of hotel operations for nine countries. This included pre-opening arrangements for hotels under construction and bottom line responsibility for 12 first-class hotels.

June 1977 - June 1979

General Manager
EKO Holiday Inn
Lagos, Nigeria

610 room property with 1,250 employees. High volume hotel with large banquet facilities and outside catering. Four restaurants, four bars and a night club. This position also involved the development of new hotels in West Africa (Management Contracts).

December 1974 - May 1977

Division Vice President
Director of Food and Beverage Operations
Commonwealth Holiday Inns of Canada, Ltd.

April 1967 - December 1974

Assistant Vice President
Director of Food and Beverage Operations
Commonwealth Holiday Inns of Canada, Ltd.

Responsible for all planning and operation of successful dining rooms, coffee shops, bars, entertainment lounges and banquets -- company wide.

7

Experience encompasses design and layout of all kitchens and bars.

In this position, I was also responsible for all menu designs, hiring of key personnel and the training of staff within the food and beverage areas. In addition to this, the development and administration of controls, especially for the many specialized operations within the various hotels in Canada, the Caribbean and England was also handled by my department.

The departmental cost (food, labor and direct cost) of each hotel as reflected in the monthly financial statement fell under my jurisdiction, as well as the organization and setting up of contracts and controls of all major food and beverage items such as meats, frozen foods, coffee, bread products, wines, etc., was also my responsibility.

In this position, I was able to develop a strong dynamic team of specialists whose responsibility it was to start up each new hotel within the company. This included Executive Chefs, Food Service Supervisors, Beverage Supervisors and Traveling Chefs.

I commenced work with Commonwealth Holiday Inns of Canada Limited in the capacity of Manager, Food Operations and was promoted in October 1968 to Assistant Vice President, Director of Food and Beverage Operations and in December 1974 to Vice President. The company opened 54 hotels in the course of 10 years and was sold in 1977 at which time I joined Holiday Inns, Inc. International in Memphis, Tennessee and accepted posting in Lagos, Nigeria.

1964 - 1967

Production and Quality Control Manager
Cara Operations
Toronto International Airport

Responsible for all meal production to nine different airlines, serving approximately 15,000 meals a day on a 24-hour basis. Handled the contract and liason with each airline's representative in charge of feeding passengers. Handled price negotiations, menu design, food costing, writing specifications, technical training, quality control, etc. Also provided specialized training program for preparation of each new item. Served as a trouble shooter. Directed staff of approximately 100 people.

Received commendation for development of new format for specification manuals, which provided tighter control over food consumption, together with insuring better quality products and better service. Also helped adapt utilization of a computer for issuing current information on cost controls, potential food consumption, inventory of ingredients and more efficient invoicing procedures. Left company when recruited and was offered position of Manager, Food Operations, Commonwealth Holiday Inns.

1959 - 1964

Executive Chef - Ports of Call
Restaurant - Northgate Hotel
Toronto, Ontario

Commenced work as Executive Chef and when Ports of Call opened, was promoted to Catering Supervisor, responsible for all food production, purchasing, hiring, staff training and cost control for four restaurants and banquet operations.

7

1956 - 1959

Executive Chef
Canadian Pacific Hotels
Canada

Hired in Switzerland by Canadian Pacific Hotels (two-year contract) and worked as Chef in all major company hotels including Chateau Frontenac - Quebec City, Banff Springs Hotel - Banff Springs, Alberta, Empress Hotel - Victoria, British Columbia, Algonquin Hotel - St. Andrews, New Brunswick, Royal Alexandra - Winnipeg, Manitoba, Royal York Hotel - Toronto, Ontario.

1953 - 1956

Hotel School, Lucerne, Switzerland, with practical training at the Palace Hotel, Lucerne, Burgenstock and the Buffet de la Gare, Lucerne, Switzerland.

1951 - 1953

Served apprenticeship as Chef at the Gewandhauskeller in Braunschweig, West Germany

LANGUAGES

English, French and German spoken and written fluently.
Italian spoken fluently.

PROFESSIONAL AFFILIATIONS

Rotary Club of Danbury

Honorary member, Washington D.C. Hotel and Motel Association and the Board of Directors.

Member, Connecticut Hotel and Motel Association and the Board of Directors.

Member of the Board - Hospice of Western Connecticut.

Member, Housatonic Valley Tourism Commission

REFERENCES

Mrs. Richard Ashman
Corporate V.P., Government Affairs
Holiday Inns, Inc.
3796 Larmar Avenue
Memphis, Tennessee 38195
(901) 362-4419

Mr. Joseph Beaudion
President
Newport Leasing
2377 Fairview Drive
Burlington, Ontario, Canada
(416) 637-5208

Mr. John Q. Hammons
Chairman of the Board
John Q. Hammons Company
1525 Glenstone
Springfield, Missouri 65804

Mr. Harry Cahill
Deputy Ambassador
U.S. Mission
United Nations
New York, NY
(212) 415-4280

REFERENCES, CONTINUED

Mr. Laurence Geller
Executive Vice President
Hyatt Development Corporation
Madison Plaza
200 West Madison
Chicago, IL 60606

Mr. Malcolm Jennings
General Manager
O'Hare Hyatt
Chicago, IL
(312) 696-1234

Mr. Henry W. Hafer, President
Hafer, Ltd.
(General Management and Marketing Co.)
1539 Elite Road
Mississauga, Ontario, Canada
(416) 322-8753

Mr. William Hollman
President
Mocomat Canada, Ltd.
Mississauga, Ontario, Canada
(416) 625-6226

Dr. Kurt Hoffman, M.D.
Vice President
Boehringer Ingelheim Corp.
90 East Ridge
Ridgefield, CT 06877
(203) 431-5809

Mr. John Jones
Deputy Administrator
Juvenile Court of Memphis & Shelby County
Box 310
Memphis, Tennessee 38101

F.W. Koerting
President
Rodenstock U.S.A., Inc.
69 Kenosia Ave
Danbury, CT 06810
(203) 743-5561

Dr. F.V. Currie
1 Scarlett Road
London, Ontario, Canada NGG 123
(519) 438-4749

Dr. Peter Kriependorf
Attorney at Law
4019 Monheim
Robert Koch Street, #6
West Germany

Mr. O. Jules Romary
Vice President and Secretary
Union Carbide Corporation
39 Old Ridgebury Road
Danbury, CT 06817

Mr. Joseph Sauer
Mayor
City of Danbury
City Hall
Danbury, CT 06810
(203) 797-4511



Ethan Allen Inn

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

received
6/13/88

7

10-Jun-88

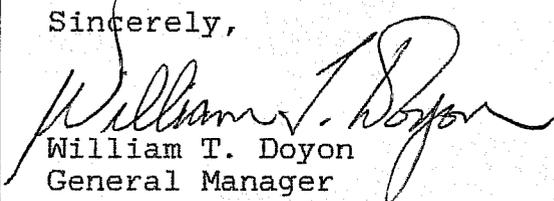
Mayor Sauer
Danbury Town Hall
Deer Hill Ave.
Danbury, Ct. 06811

Dear Mayor Sauer:

I am currently a member of the Housatonic Valley Travel Commission and would appreciate being re-appointed to this council.

If you need any additional information, please contact me directly.

Sincerely,


William T. Doyon
General Manager

WTD:ca





8

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

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

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

June 15, 1988

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

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

Would you kindly approve the acceptance of this donation.

RGR:tw

COMMON COUNCIL

CITY OF DANBURY

9

APPLICATION FOR EXTENSION OF SEWER AND/OR WATER

Sewer

Water

Applicant: Broad Street Associates

Address: 90 Ward J. Mazzucco

301 Main St. Danbury, Ct. 06810

Telephone No: 794-9144

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

Located at: Broad St. at Whitney Ave.

Assessor's Lot No: K13180

Zone in which the Property Lies: RA-P

Intended Use:

Retail

Single Family Residential

Office

Multiple Family Development

Mixed Use

0 Number of Efficiency Units

Industrial

0 Number of 1 Bedroom Units

28 Number of 2 Bedroom Units

0 Number of 3 Bedroom Units

28 Total Number of Units

[Signature]

(Signature)

6-16-88

(Date)

11
40 Boulevard Drive
Danbury, Ct. 06810
June 3, 1988

Members of the Common Council
City Hall
155 Deerhill Avenue
Danbury, Ct. 06810

Gentlemen:

I live at 40 Boulevard Drive in Danbury, Ct., approximately .3½ of a mile from Lake Place Condos. I want to hook into the city sewer line which is located there. Please inform me if you will do this, and what it would entail. Thank you.

Very truly yours,

Roberta M. Moravsky
Roberta M. Moravsky

APPLICATION FOR EXTENSION OF SEWER/WATER

12

Sewer

Water

Name of Applicant: SAMUEL M SHOWAH

Address: BOX 303 DANB. CONN.

Telephone: 743-5131 - 746 5015

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

Located at: SOUTH COVE RD. DANB. CONN

Assessors's Lot No. 108008-108009-109146

Zone: _____

Intended Use:

Retail _____

Single Family Residential _____

Office _____

Multiple Family Development _____

Mixed Use

Industrial _____

Number of Efficiency Units _____

Number of 1 Bedroom Units 4

Number of 2 Bedroom Units _____

Number of 3 Bedroom Units _____

Total Number of Units 4

Samuel M Showah
SIGNATURE

JUNE 24- 88
DATE

COMMON COUNCIL - CITY OF DANBURY

12

APPLICATION FOR EXTENSION OF SEWER/WATER

Sewer _____

Water

Name of Applicant: DIMPLES L. ARMSTRONG

Address: 3 SO. COVE RD.

DANBURY 06811

Telephone: 792-3745

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

Located at: SOUTH COVE RD. (CUSTANCE RD.)

Assessors's Lot No. I09145

Zone: RR-10

Intended Use: Retail _____ Single Family Residential

 Office _____ Multiple Family Development _____

 Mixed Use _____

 Industrial _____

Number of Efficiency Units _____

Number of 1 Bedroom Units _____

Number of 2 Bedroom Units _____

Number of 3 Bedroom Units 1

Total Number of Units 1

Dimples L. Armstrong
SIGNATURE

6/23/88
DATE

COMMON COUNCIL - CITY OF DANBURY

12

APPLICATION FOR EXTENSION OF SEWER/WATER

Sewer _____

Water

Name of Applicant: Grace Lisi

Address: 146-51 61 Road

Flushing, N.Y. 11367

Telephone: 718 463-4470

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

Located at: 4 South Cove Rd, (Custance Rd) ^{old name}

Assessors's Lot No. 109144

Zone: RR 10

Intended Use: Retail _____ Single Family Residential

Office _____ Multiple Family Development _____

Mixed Use _____

Industrial _____

Number of Efficiency Units _____

Number of 1 Bedroom Units _____

Number of 2 Bedroom Units 1

Number of 3 Bedroom Units _____

Total Number of Units 1

Grace Lisi
SIGNATURE

6-23-88
DATE

12

APPLICATION FOR EXTENSION OF SEWER/WATER

Sewer _____

Water X

Name of Applicant: Rolf and Arlene HERTZMANU

Address: South Cove Rd
Danbury CT

Telephone: 790 9059

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

Located at: South Cove Rd. Danbury

Assessors's Lot No. 109149

Zone: RA 20

Intended Use:

Retail _____	Single Family Residential <u>X</u>
Office _____	Multiple Family Development _____
Mixed Use _____	
Industrial _____	

Number of Efficiency Units _____

Number of 1 Bedroom Units _____

Number of 2 Bedroom Units 1

Number of 3 Bedroom Units _____

Total Number of Units 1

[Signature]
SIGNATURE

6/23/88
DATE

COMMON COUNCIL - CITY OF DANBURY

12

APPLICATION FOR EXTENSION OF SEWER/WATER

Sewer _____

Water

Name of Applicant: Sandra Martin

Address: South Cove Road
Danbury, Ct 06811

Telephone: 744-2086

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

Located at: South Cove Road, Danbury, Ct.

Assessors's Lot No. 109147

Zone: RA 20

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

Number of Efficiency Units _____

Number of 1 Bedroom Units _____

Number of 2 Bedroom Units _____

Number of 3 Bedroom Units 1

Total Number of Units 1

Sandra Martin
SIGNATURE

6/23/88
DATE



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

14

(203) 797-4511

June 28, 1988

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

Dear Council Members:

Once again, the Connecticut Alcohol and Drug Abuse Commission has announced the availability of continued funding for the Governor's Local Substance Abuse Prevention Council Program. The City of Danbury has been invited to apply for funds.

In 1987, the City of Danbury received \$5,200.00 in funds from CADAC, which helped to provide prevention and early intervention services through the Student Assistance Program at Danbury High School. In conjunction with MCCA (service provider), the Danbury High School would very much like to see this program continued; your approval of the grant application is appreciated. We are requesting \$5,350.00 for the fiscal year of 1988-1989.

Sincerely yours,

Joseph H. Sauer, Jr.
Mayor

JHS:cjz

14

APPLICATION FOR LOCAL SUBSTANCE ABUSE PREVENTION COUNCIL GRANT
1988 - 1989

1. Name of Municipality Applying. (If a joint application, please list all towns applying).

City of Danbury

2. In order to receive funds for the LPCP grant program, a council must be in existence currently. Do you have a permanent council established?

Yes X No

List members of council, include titles and business or home addresses where appropriate - please use form provided, attach additional page if necessary.

Council's Name: Mayor's Permanent Advisory Council on Substance Abuse

Contact Person: William Quinn, M.P.H.

Address: Dept. of Health 20 West Street

Danbury, CT 06810

Phone No.: (203) 797-4625

3. Activities for Year II:

a. Major goal(s): The Task Force has made the recommendation to support and maintain services already in existence. The goal would be continuation of the Student Assistance Program at Danbury High School, providing prevention and early intervention services.

b. Objectives (include time frames and person(s) responsible for implementation): Provision of school based counselor time to maintain services at Danbury High School for duration of school year. To also include: consultation and education services for faculty, school personnel and parents.

c. Target population(s) and estimate of numbers to be served or reached.

Target population continues to be all students, school staff and parents at Danbury High School.

14

- d. Brief description of activities involved in implementation of program.

Program is currently operational.

- e. Describe how council is coordinating with existing substance abuse prevention task forces and parent groups in your town(s), CADAC-funded substance abuse prevention programs serving your town(s), and other local efforts (e.g., school-based prevention programs and local health department initiatives).

The council continues to work closely with the United Way Permanent Task Force and MCCA's school based program to coordinate efforts. Council has also been instrumental in developing Employee Assistance Program for municipal employees.

- f. Plans, if any, for evaluation of implementation, progress and/or outcomes.
- Year end utilization report of services provided.

- 4. Itemized budget of expenses - be as specific as possible (see instructions):

Request purchase of Student Assistance services for Danbury High School one day per week. Contract with MCCA, amount of \$5,350.00 to be used for salary/benefits for counselor assigned.

- 5. Total cost of project \$5,350.00.
- 6. Amount of grant request (not to exceed amount(s) indicated in program announcement and attachments) \$5,350.00.
- 7. Name, address and phone number of contact for fiscal matters.

Dominic Setaro 155 Deer Hill Ave. Danbury, CT 06810

797-4652

14

LOCAL SUBSTANCE ABUSE PREVENTION COUNCIL MEMBERSHIP

<u>Council Member</u>	<u>Address</u>	<u>Title</u>	<u>Representation</u>
Diana M. Burgos	Mayor's Office 155 Deer Hill Ave. Danbury, CT 06810	Mayoral aide	Mayor/First Selectman
N/A			Superintendent, Local Ed. Agency
Frances Evans	Danbury Public Schools Mill Ridge Rd. Danbury	Director, Health Physical Education	School Teacher
N/A			Other School Personnel
N/A			Student
N/A			Parent
Henry Blansfield	30 Grassy Plain St. Bethel, CT	M.D.	Medical Professional
N/A			Law Enforcement
John Melbourne	Danbury Hospital 24 Hospital Av. Danbury	M.D.	Substance Abuse Treatment
Joseph Sullivan	238 White Street Danbury, CT	Executive Director MCCA	Substance Abuse Prevention
N/A			Community-based Organization
N/A			Community-based Organization
William Quinn	20 West Street Danbury, CT	Director, Danbury Health Department	Town or City Agency

- 8. Authorizing Signature(s). In order for this application to be considered for funding, it must be signed by the chief elected municipal official (First Selectman or Mayor) and/or the Town Manager. In cases of a multi-town application, this application should be accompanied by authorizing letters from each chief elected official (or Town Manager) of the towns involved.

	Mayor	
Signature	Title	
	Danbury	
	City/Town	

- 9. If public school-based, or public school-related program activities are proposed, the signature of the Superintendent of Schools (or his/her designee) of local and/or regional education agency(ies) is required.

	Superintendent, Danbury Public Schools Local or Regional Education Agency
Signature	

A Final Report will be required. Format for report will be mailed with the Letter of Award (L.O.A.)

Please direct all programmatic questions to:

Leanne Dillian, Prevention Coordinator, 566-7458 or Erica Glover,
Health Program Assistant, 566-1766

Please direct all fiscal questions to:

Helen Merli, Director, Grants and Contracts, 566-3969.

Return completed original and two copies of application, along with CADAC Form CC-2, Notification to Bidders Package, to:

Helen Merli, Director
GRANTS AND CONTRACTS
Connecticut Alcohol & Drug Abuse Commission
999 Asylum Avenue
Hartford, CT 06105

Completed applications/proposals must be received on or before July 29, 1988.



15

CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

**DEPARTMENT
OF FINANCE**

July 7, 1988

Certification #4

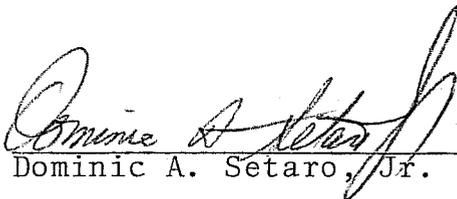
TO: Common Council via
Mayor Joseph H. Sauer

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

Per Common Council approval, I hereby certify the availability of \$50,000.00 to be transferred from the Contingency Fund to a new capital account entitled Planning Department Plan of Development.

The above request for funds was approved by Common Council on July 6, 1988 pending this certification.

Balance of Contingency Fund	\$1,260,797.00
Less this request	50,000.00
	<hr/>
	\$1,210,797.00



Dominic A. Setaro, Jr.

DAS/af



15

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

PLANNING & ZONING DEPARTMENT

(203) 797-4525

TO: Mayor Joseph H. Sauer, Jr.
and Members of Common Council

FROM: Dennis I. Elpern, *DC* Planning Director

RE: Request of Funds
Plan of Development

DATE: June 28, 1988

I hereby request an appropriation of \$50,000.00 for the purpose of financing the Plan of Development and related studies as outlined at the June 30, 1988, meeting sponsored by the Planning Department.

These funds will be used to (1) upgrade the computer system to operate new software, (2) have sixteen (16) maps prepared by a graphics firm, (3) finance printing and binding costs, and (4) purchase miscellaneous supplies.

The request constitutes an estimate of costs, some of which will be returned by revenue generated through the sale of the final product.

Thank you.

c: Dominic Setaro, Jr.

Background:

Ten years ago, a group of minority parents and educators began a dialogue as a result of racial unrest at our local high school. Among other findings, the committee found that young minority students were not being counseled to prepare themselves so that they would be in a position to accept the progressive employment opportunities in our community. We found that most minority students only saw their counselor once per year. Black and Hispanic students tended to exist on the fringes of the secondary school experience. Their lack of participation was particularly noticeable in such areas as academic clubs, associations and honors; social organizations, leadership positions within the school, and school sponsored enrichment programs.

Students indicated that most programs had a distinctly Eurocentric orientation and did not invite minority contributions or presence. The committee concluded that these attitudes contributed in part to lack of motivation among minority students and the lack of a sense of urgency towards meeting these students' needs by the school system.

Students further indicated that they were not encouraged to go to college. Many institutions of higher learning that were prepared to meet their particular academic and cultural needs (Black colleges) were not presented to them as alternatives.

General recommendations included incorporation of ethnically diverse courses into the main body of curriculum offerings, expanding existing concepts to include minority opinion and contributions, greater minority presence in the teaching faculty, and the establishment of leadership opportunities for minority students.

A specific outcome was that the minority community became more active in public education. To that end minority citizen groups were established; existing minority organizations (Elks Club, NAACP, P.R.I.D.E. Inc., among others) created educational committees to contribute to this effort.

The NAACP accepted the responsibility to assist in promoting higher education in all its forms and to provide continuing education assistance (scholarships) to make the same possible to eligible students. Last year fifteen students were recipients of NAACP continuing education assistance. This statistic represents an increase of 83% over the years of the program.

The Program:

The Danbury Branch of the NAACP, through its Scholarship Committee, seeks to encourage continuing education by:

- ...informing minority students and parents of college and higher education programs, admissions criteria, and financing opportunities;
- ...assisting individual students in matching career goals with universities or other learning centers;
- ...assisting the student in developing skills that will foster program completion;
- ...assisting in providing finances to make continuing education possible.

Realized outcomes:

The NAACP Scholarship Program has contributed to the following outcomes:

- ...more minority students attend centers of higher education;
- ...fewer students drop out of college or centers of higher learning because of financial burden to the family;
- ...students who were traditionally counseled away from college find colleges with programs to enhance their skills so that they can successfully compete in an academic setting;
- ...students realize a greater sense of community concern and support for education and the educative process;
- ...students participate more fully in the secondary educative experience.

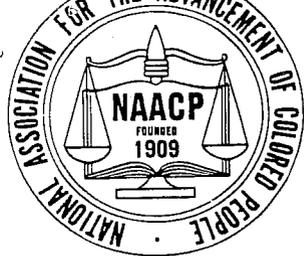
Expected Outcomes:

We are encouraged by trends which seem to suggest the following:

- ...students who have completed college will consider returning to work in this community; and
 - ...the network of support for continuing education among minority youth will be enhanced.
-

Request:

The Danbury Branch of the NAACP Scholarship Committee requests \$2,000.00 of your foundation to further these efforts.



DANBURY NAACP

16

P.O. BOX 834
DANBURY, CONNECTICUT 06810

June 17, 1988

SCHOLARSHIP COMMITTEE

William Knight, *President*
Samuel Hyman, *Committee Chairman*

George A. Coleman
Bill Curtis
Joyce Davis
Leroy Holmes
Constantine Kalogeras, Ph.D.
William Kuchta
Joseph Leheny
Lila Leopold
H.J. Lubus
Forrest Palmer
Dorothy Perkins
Meloria Porter
Ella Roundtree
Gloria Royster
Stanford Smith, Jr.
Donald Schwartz
Pearl Torian
Jessie Warr
Joan Wolf

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

Dear Mayor Sauer:

The Danbury Branch NAACP is conducting its annual Danbury area scholarship fund-raising drive which will continue until the end of June, 1988. We are seeking your support of our scholarship program. Specially, we are requesting a donation of two thousand dollars (2,000.00) to the Scholarship Fund. A copy of a summary overview of the scholarship program is enclosed.

The hard work of many enabled the Branch to meet last year's goal of \$25,000.00. During the year we provided scholarship aid to twenty-nine (29) minority students, totalling \$29,500.00.

Our goal for the current year has been set at \$30,000.00. Reports from area schools indicate that more minority students will be graduating this year than have graduated in years past. We hope that most of these students will pursue higher education. Scholarships will be awarded on Thursday, June 30, 1988 at 5:30 p.m. at Western Connecticut State University, West Side Campus, Danbury. The guest speaker for the event will be Dr. Fredrick G. Adams, Commissioner of the State Department of Health Services. Dr. Adams started the dental practice in Danbury and also served as President of the Danbury NAACP.

Many of the students that we have helped to send into the world to be educated now live and work in the greater Danbury area. They, and those who visit from distant places, make us proud that our investment has helped to fashion these responsible and confident men and women. Your generous contribution to the NAACP SCHOLARSHIP FUND will enable this year's high school graduates to aspire toward similar distinction.

We thank you for your support in the past and look forward to hearing from you again this year. Please call 566-5423/5563 (W) or 748-7733 (H) if you should have any questions.

Sincerely,

Samuel R. Hyman, Chairman
NAACP Scholarship Committee



17

CITY OF DANBURY
DANBURY, CONNECTICUT 06810

FIRE DEPARTMENT
19 NEW STREET

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

May 24, 1988

To: Mayor Joseph H. Sauer, Jr.
From: Charles J. Monzillo, Chief Fire Executive
Subject: Request from E-6 - Citizens Hose Company

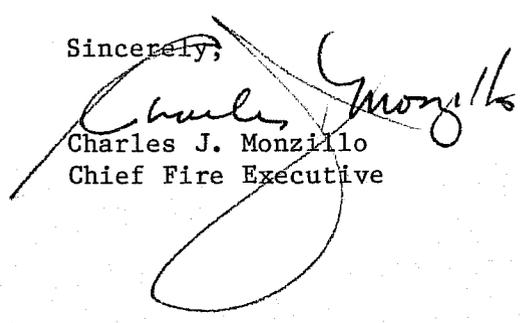
Citizen Hose Company was the first Unit in our City to become specialized in large diameter hose. This Unit has performed in an outstanding fashion - always ready to comply with requests of information, in addition to supplying the lifeblood of water through its five-inch diameter hose.

Citizen Hose has requested \$10,200.00 to add an additional 1200 feet of 5" hose to supplement its present 1,200 feet now carried.

In effect, with this hose, this Unit can pump 1200 gpm through 2,500 feet and supply pumpers not near a water supply but in close proximity to a fire scene, especially in areas not serviced by our hydrant system.

I endorse his request.

Sincerely,


Charles J. Monzillo
Chief Fire Executive

CJM:mw
#3b
E6req

c:Capt. Jay Rotella, E-6

Enclosure

Citizens Hose Co. No. 6 17

DANBURY, CONN. 06810

MAY 24 1988

FIRE DEPT

May 23, 1988

Charles J. Monzillo
Chief Fire Executive
City of Danbury
19 New Street
Danbury, Connecticut 06810

Dear Chief Monzillo,

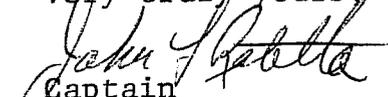
I respectfully request that the sum of \$10,200.00 be restored to the grant sought by Citizens Hose Company for the fiscal year 1988-1989.

I feel that it is a worthwhile endeavor. The company will purchase an additional one thousand feet of five inch fire hose and related appliances.

The members of the company ask that you give our request consideration when you finalize your budget plans.

Thank you for your consideration in this matter. Please count on our continued support and cooperation.

Very truly yours,


Captain
Citizens Hose Co. No. 6

Citizens Hose Co. No. 6

DANBURY, CONN. 06810

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Dear Bernie

During the Budget process for the 1988-89 fiscal year Citizens Hose Company requested \$ 10,800 in the Fire Departments Capital Budget and in our own operating budget. We felt in doing so if it was cut in one budget we could get it from the other. This however, was not the case and the money was cut in both budgets.

This money was to be used as a one time expense to purchase 1000 feet of large diameter 5 inch supply hose. Five inch hose cuts down on the amount of supply lines in the street at the scene of fires. The purchase of said hose was discussed with the Chief, the Deputy Chief, and all of the Shift Commanders of the Fire Department and all were in agreement that there was a need for same.

In closing, I am requesting you if there is some way through a meeting with the Public Safety Committee to appropriate the \$ 10,800 to Citizens Hose Company for the purchase of said hose.

If you have any further questions please don't hesitate to contact me at my home 792-3536.

Sincerely,

John F. (Jay) Rotella
Captain, Citizens Hose Company



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CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

June 29, 1988

Dear Common Council Members,

I respectfully request that a Council committee be formed to review the attached proposed agreement between the city and the American Red Cross.

It is a basic agreement with their organization as to what the duties of the Red Cross should be in Danbury during time of need.

Sincerely yours,

A handwritten signature in cursive script that reads "Joseph H. Sauer, Jr." The signature is written in dark ink and is positioned above the printed name.

Joseph H. Sauer, Jr.
Mayor

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AMERICAN RED CROSS

DISASTER ASSISTANCE AGREEMENT

This agreement between the City of DANBURY and the Western Connecticut Chapter of the American National Red Cross (the "Chapter") is dated as of the _____ day of _____, 198_____.

WHEREAS, the American National Red Cross (the "American Red Cross") is a corporation created by and organized under an Act of Congress of the United States; and

WHEREAS, by Congressional mandate (Public Law 4, 33 Stat. 599 on January 5, 1905; and most recently restated within Public Law 93-288, the Disaster Relief Acts of 1974) and as stated in its Charter, a purpose of the American Red Cross is to carry on a system of national and international relief in time of peace and apply the same in mitigating the sufferings caused by pestilence, famine, fire, floods, and other great calamities; and

WHEREAS, the American Red Cross has authorized the Chapter to perform the purpose of the American Red Cross within the 14 City/Town area known as the Western Connecticut Chapter and to act as a Key Resource Chapter within the State of Connecticut (the "State"); and

WHEREAS, the Governor of Connecticut has signed a Statement of Understanding between the State of Connecticut and the Red Cross (Appendix A) to provide for cooperation and coordination for carrying out each of their responsibilities in the event of natural or man-made disaster or enemy attack; and

WHEREAS, The Chapter has in effect a Disaster Program designed to meet certain basic needs of victims and emergency workers both before potential disasters occur and immediately following disasters, both within and outside City; and

WHEREAS, the City has adopted a plan for its response to emergencies occurring within or affecting the City (the "Emergency Plan"); and

WHEREAS, the combined effort of the City and the Chapter is essential in meeting the needs of the residents of the City, the Chapter and the State in preparation for, during and following disasters affecting such residents.

18

AMERICAN RED CROSS

DISASTER ASSISTANCE AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the City and the Chapter hereby agree as follows:

1. Shelter Facilities

The City hereby designates the following City facilities (the "Shelters") to be managed by the Chapter as Red Cross shelters in connection with disasters affecting the City of Danbury.

1. War Memorial - South & Main Street
2. Park Avenue School - Park Avenue
3. King Street School - South King Street
4. Hatter's Park - Hayestown Road

Each Shelter is and will be covered by such casualty and public liability insurance provided by the City as would normally be expected for like facilities. Notwithstanding the foregoing, the Red Cross has and will maintain casualty insurance with appropriate limits covering damage to Shelters for which the Red Cross was negligent and which is caused by authorized and designated Red Cross personnel and/or disaster victims, and liability insurance with appropriate limits covering injuries, for which the Red Cross was negligent, to authorized and designated Red Cross personnel and/or disaster victims.

The Chapter will assume financial responsibility only for those shelters authorized by the Chapter, as per the Agreement between the State of Connecticut and the American National Red Cross (Appendix A).

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AMERICAN RED CROSS

DISASTER ASSISTANCE AGREEMENT

The City of Danbury hereby designates the following individuals be authorized to open the selective shelters, or their authorized representatives. ("Shelter Representatives").

Name: Joseph H. Sauer, Jr.

Name: Wilbur Conlea

Title: Mayor

Title: Emergency Program Manager

Work Telephone: 797-4510

Work Telephone: 743-6343

Home Telephone: 748-0532

Home Telephone: 748-6209

Upon request of an authorized representative of the Chapter (including, the Chapter Chairman, Emergency Services Chairman, Emergency Services Director, Disaster Services Coordinator, Branch Director and Chapter Manager), a Shelter Representative shall cause any or all Shelters to be opened for use by the Chapter in connection with a disaster affecting the City, the Chapter or the State. Should the Chapter request to open any Shelter not for the direct benefit of City residents, such request shall be made only after the Chapter has determined that Shelters within the disaster-affected towns are not available, whether due to capacity limits, damage, accessibility, or otherwise.

While a Shelter is managed by the Chapter, the City will provide appropriate police protection and custodial services for the Shelter and its Staff, as needed.

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AMERICAN RED CROSS

DISASTER ASSISTANCE AGREEMENT

2. Chapter Assistance

The Chapter shall use its best efforts to assist the City in responding to disasters affecting the City. Such services ("Disaster Services") shall include:

- (a) Damage assessment and survey;
- (b) Mass care - providing temporary shelter and food to disaster victims and emergency workers;
- (c) Emergency assistance - providing shelter, food, clothing, household furnishings and other services to individual disaster victims based on verifiable need;
- (d) Health services - to be provided at Shelters, and, if requested, at hospitals, first aid stations and morgues;
- (e) Disaster welfare inquiries - requests for information from relatives of disaster victims; and,
- (f) Information and referrals.

The Chapter shall be responsible for all expenses incurred in providing such services, but only if such services are actually provided and authorized by appropriate Red Cross personnel, as per the Agreement between the State of Connecticut and the American National Red Cross (Appendix A).

3. Red Cross Inclusion into Emergency Plan

The City hereby agrees to incorporate this Agreement into its Emergency Plan, so as to assist the Chapter in connection with disasters affecting the City and the State. Personnel and supply resources will be made known to the Chapter to further coordinate the joint relief effort.

18

AMERICAN RED CROSS

DISASTER ASSISTANCE AGREEMENT

4. Victim Relocation

If disaster victims whom are being temporarily housed at a Shelter cannot return to their homes as a result of the disaster, the City will assist the Chapter in relocating such victims in alternate housing.

5. Department of Income Maintenance Reimbursement

The Chapter provides all Mass Care and Individual Family Assistance on an equitable and uniform basis determined by need. If the Chapter has provided Individual Family Assistance to clients of the Department of Income Maintenance (Conn. General Stats. sec. 17-272 & 17-273), reimbursement to the Chapter will be received reflecting said amount of assistance. The Chapter will work closely with the City Social Services Department on a case-by-case basis providing services to such clients.

6. Activation of Agreement

When a community in the Danbury Area (Bethel, Brookfield, Danbury, New Fairfield, Newtown, Redding or Ridgefield), is in need of Red Cross Disaster Services, the Town shall call 792-8200 24 hours per day, seven (7) days per week.

7. Review, Update, or Recission of Agreement

This agreement may be reviewed and updated when necessary, provided notice has been given thirty (30) days prior to any change.

This Agreement shall be rescinded and thus void and of no force and effect, thirty (30) days following the actual receipt by either party hereto of written notice of such recission from the other party.

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AMERICAN RED CROSS

DISASTER ASSISTANCE AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first written above.

TOWN

Western Connecticut Chapter
American Red Cross

By: _____

By: _____

Title: _____

Title: _____

AND:

AND:

By: _____

By: _____

Title: _____

Title: _____



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

ROBERT T. RESHA
CORPORATION COUNSEL

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

June 28, 1988

PLEASE REPLY TO:

DANBURY, CT 06810

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

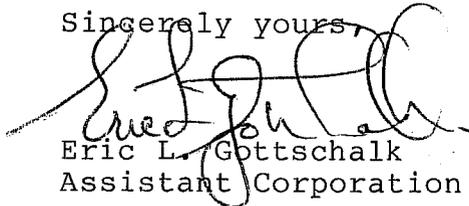
Re: Drainage Easement - Wadad Fakhreddine Ghannam -

Dear Mayor and Council Members:

Please accept the attached storm drainage easement that our office obtained concerning the property of Wadad Fakhreddine Ghannam - Lot No. L 08003 on Nabby Road.

This easement was obtained in accordance with your referral of March 1, 1988. This referral was made as a result of the letter from Daniel Minahan, Director of Public Works, dated February 24, 1988, requesting you to authorize the Corporation Counsel's Office to obtain this easement.

Sincerely yours,



Eric L. Gottschalk
Assistant Corporation Counsel

ELG:cr

Attachment

EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT:

WADAD FAKHREDDINE GHANNAM of the City of Danbury, County of Fairfield and State of Connecticut for the consideration of One Dollar and other valuable consideration received to her full satisfaction of the City of Danbury, a municipal corporation organized and existing under the laws of the State of Connecticut does hereby give, grant, bargain, sell and confirm unto the said City of Danbury, its successors and assigns, forever, the full and perpetual right, privilege, authority and easement to lay, construct, alter, repair, replace and maintain a permanent storm drainage pipe together with the necessary appurtenances therefor in, under, over and along a parcel of land on Nabby Road in Danbury, Connecticut for the purpose of conveying storm drainage water from Nabby Road over property of the Grantor herein as shown on the map described below. Said parcel of land is more particularly described as follows:

Commencing at a point on the southerly line of Nabby Road, said point being 20.36 feet from the north-westerly corner of land of the Grantor, thence from said starting point along the southerly line of Nabby Road, S 40° 44' 13" E a distance of 15.34 feet to a point, thence going southerly through the property of the Grantor, S 37° 05' 21" W a distance of 18.70 feet to a point, thence S 89° 13' 46" W a distance of 33.45 feet to a point, thence S 45° 11' 12" W a distance of 30.91 feet to a point, thence going westerly N 44° 48' 48" W a distance of 15.00 feet to a point on the westerly property line of the Grantor, thence going northerly along westerly property line of the Grantor N 45° 11' 12" E a distance of 36.98 feet to a point, thence going easterly through the property of the Grantor N 89° 13' 46" E a distance of 32.17 feet to a point, thence N 37° 05' 21" E a distance of 14.59 feet to the point or place of beginning. Containing an area of 1,251 Sq. Ft., more or less.

BOUNDED:

- NORTHERLY: By Nabby Road
- EASTERLY: By land of the Grantor
- SOUTHERLY: By land of the Grantor
- WESTERLY: By land of now or formerly Theodore G. Ruopp, et ux and by land of the Grantor, each in part.

For a more particular description, reference is made to a map entitled "Proposed Storm Drainage Easement Through the Property of Wadad Fakhreddine Ghannam to be Acquired by the City of Danbury Nabby Road Danbury, Connecticut" Scale 1" = 20' dated January 7, 1988 and certified substantially correct by Ireneo H. Despojado, P. E. & R.L.S. No. 12050, which map is to be filed in the office of the Danbury Land Records.

Together with right to drain through land of Grantor as shown on map described above.

The Grantor herein reserves the right to herself, her heirs, successors and assigns to continue to use the land within which the aforesaid easement has been granted for any uses and purposes not inconsistent with the uses and purposes for which this easement is granted.

TO HAVE AND TO HOLD the above granted rights, privilege, authority and easement unto the said Grantee, its successors and assigns, forever, to it and their own proper use and behoof.

IN WITNESS WHEREOF, the Grantor has hereunto set her hand and seal this 16th day of May, 1988.

Signed, sealed and delivered in the presence of:

Deborah A. Jacobson
Deborah A. Jacobson

Wadad Fakhreddine Ghannam
Wadad Fakhreddine Ghannam

Ramah A. Ghannan
Ramah A. Ghannan

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

On this the 16th day of May, 1988, before me,
, the undersigned officer, personally
appeared Wadad Fakhreddine Ghannam, signer and sealer of the
foregoing instrument and acknowledged the same to be her free
act and deed.

Deborah A Jacobson
~~Commissioner of the Superior Court~~

Notary Public
DEBORAH A. JACOBSON
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1992

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Danbury Common Council
Danbury ct.

Robert Collischonn
8 wilson Street
Dambury Ct. 06810

I, Robert Collischonn, for the following reasons, propose that the council authorize an official change of road name of the previously abandoned Old Forty Acre mountain road extension, which I have reopened and made into an access road for my house.

The access to this road is from Forty Acre Mountain rd in Brookfield and does not connect to the existing old forty Acre Mountain road off of Forty Acre Mountain rd, Danbury, and therefore is no longer an extension.

The very name Old Forty Acre Mountain Road Extentionision is a mouthfull and too much to have as an address.

Mine is the only house on this road at this point in time.

I propose therefore that the name of Old Forty Acre Mountain road extention be officially changed to Jireh lane, with the number designation of one.

Thank you very much for your attention and positive reaction to this request.

Sincerely yours,

Robert A Collischonn
One Jireh lane
Danbury, Ct. 06810

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received

6/7/88

June 1, 1988

Mayor Joseph H. Sauer
City of Danbury
Town Hall
155 Deer Hill Avenue
Danbury, Connecticut 06810

Dear Mayor Sauer:

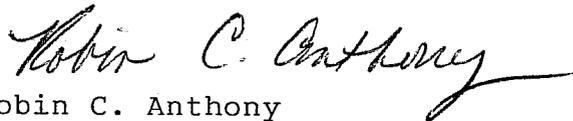
Last year 2528 women, men and children turned to the Women's Center for help....victims of battering and sexual abuse, victims of abandonment and isolation, victims of discrimination and sexual harassment. The majority of these clients were provided counseling, support, and advocacy at 256 Main Street, the space generously leased to us by the City of Danbury.

We look forward to the renewal of our five year lease with the City for this space in the Old Library Building---space that is used continuously from 8am to 10pm. Although we are crowded and, in fact, our long range plan calls for a new Women's Center building, we do anticipate the need to remain at 256 Main for several more years.

We are grateful for your continued active support of the Women's Center that allows us to offer free services to those having no place else to turn.

Should you require additional information regarding the renewal of our lease, Mayor Sauer, please do not hesitate to contact me at 794-1624.

Sincerely,



Robin C. Anthony
Executive Director

rca:ker





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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

ROBERT T. RESHA
CORPORATION COUNSEL

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

June 21, 1988

PLEASE REPLY TO:

DANBURY, CT 06810

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

Re: Danbury FCI Sewer Line

Dear Mayor and Council Members:

Please accept this letter in response to the Common Council request for a report concerning Item No. 57 on the January, 1988 Common Council agenda. As a result of your request, I have contacted FCI staff members and Superintendent of Public Utilities William Buckley for the purpose of obtaining a Bill of Sale relating to the line, as well as an agreement between the City of Danbury and the U. S. guaranteeing sufficient capacity to handle anticipated future FCI expansion. Once this material has been received from the Federal Government, I will forward it to you for your consideration. If, in the meanwhile, you have additional questions, please feel free to contact me.

Sincerely,

Eric L. Gottschalk
Assistant Corporation Counsel

ELG:cr



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

WATER AND SEWER DEPARTMENTS
797-4539

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

June 15, 1988

TO: City of Danbury Common Council

FROM: *William J. Buckley Jr.* Mr. William J. Buckley, Supt. of Public Utilities

RE: REQUEST FOR EASEMENT FROM SNET

Dear Common Council:

The attached package was received by our department on June 6, 1988 and requests an easement as described in the letter. I have reviewed the contents of the package and find that the proposal is acceptable to me as the water department and will not interfere with our operation at the West Lake Reservoir. The one modification to the proposal that I would offer is that the \$2,500.00 being offered to the City of Danbury for consideration of this easement be placed in the water fund since the water department operates as an enterprise fund and since it is water department customer's money which pays for the maintenance of all of this land.

As was the case with the easement request by Mr. Sanchez, this request will be subject to the State Statute #25-37 dealing with a change in use of water company owned land and will require the water department's approval and a State Department of Health Services permit.

I am forwarding a copy of this package to the Corporation Counsel's office, the Engineering Department, and to the Planning

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Department for their respective reviews and comments and I look forward to meeting with you at the subcommittee meeting concerning this matter.

WJB:bds

cc: Mayor Joseph H. Sauer, Jr.
Mr. Dan Minahan
Mr. Jack Schweitzer
Mr. Rick Gottschalk
Mr. Dennis Elpern
Ms. Theresa Reynolds

ENCLOSURES



File: SNET

JB

June 6, 1988

City of Danbury
Water Department
155 Deer Hill Avenue
Danbury, CT. 06810

Attention: Paul Galvin

Dear Mr. Galvin:

As discussed in our telephone conversation of May 25, Southern New England Telephone is interested in seeking approvals from the City of Danbury Water Authority and the City Council to enter into an agreement to obtain a permanent easement on City property located on Middle River Road. This parcel is shown as parcel E12025, in the City Assessors office.

This easement will be used for the installation of Subscriber Loop Carrier equipment. We are seeking permission to place (1) 80-type Community Service Cabinet measuring 7' long by 5-1/2' high by 27" deep, which will be placed on a pad measuring approximately 7' by 9', and a smaller 40-type distribution cabinet measuring approximately 2-1/2' long by 4-1/2' high by 1' deep, which will be placed on a 4' by 4' pad. We will place shrubbery around the equipment, if necessary, in an effort to further screen the cabinets.

The purpose of this equipment, which is the latest in digital technology, is to provide relief from our existing cable. This relief will allow Southern New England Telephone to meet the demand for additional lines and improve service. This location will enable us to serve in a north-westerly direction to King Street.

We would seek approval to place the cabinets behind the stone wall, at the entrance to the reservoir area. The wall, in addition to the shrubbery, should obscure the cabinets quite nicely. Placement in this area should have no adverse effect on future plans that the Water Department and/or the City of Danbury may have in the future, as there is a minimal amount of flat area before a sharp drop-off.

SNET is seeking approval for as small an easement area as possible to accommodate the cabinets and shrubbery. I am in hopes, that by the upgrading of our systems, SNET will be providing Danbury residents with the best possible telephone service.

As requested, I have attached the following:

- sketch of the area, along with photographs
- desired location
- picture of the equipment
- sketch of the cabinets and pad dimensions

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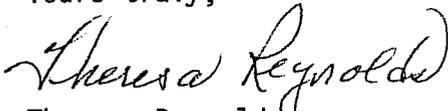
Southern New England Telephone would like to enter into a permanent easement with the City of Danbury under the following proposal:

- Easement area to measure approximately 15' parallel along the stone wall by the available width of the flat area.
- Shrubbery to be planted around the equipment, if necessary (may extend outside the easement area).
- Easement area shall be surveyed (Class A-2) and Easement Agreement drawn up by SNET, at its expense
- A consideration of \$2,500 is being offered to the City of Danbury for this easement.
- This Agreement would be contingent upon SNET receiving all required governmental approvals.

I would appreciate your help in having this request considered for approval by the Water Authority and forwarded to the Common Council for its consideration. Also, as required by Section 8-24 of the General Statutes, I respectfully request that this matter be referred to the Zoning Commission for review.

Should you have any questions or require additional information, please contact me on 771-8438 in New Haven. Thank you for your time in this matter.

Yours truly,


Theresa Reynolds
Engineering Associate

Copy: Joseph H. Sauer, Mayor of the City of Danbury

Enclosures



STONE WALL
4'± HIGH

00000

LARGE TREE

SNET TOLE #634

FLAT AREA BEFORE DROP-OFF
4'± - 8'±

DESIRED
LOCATION

15'± PARALLEL TO
STONE WALL BY
WIDTH OF FLAT AREA

MIDDLE
RIVER
ROAD

ENTRANCE

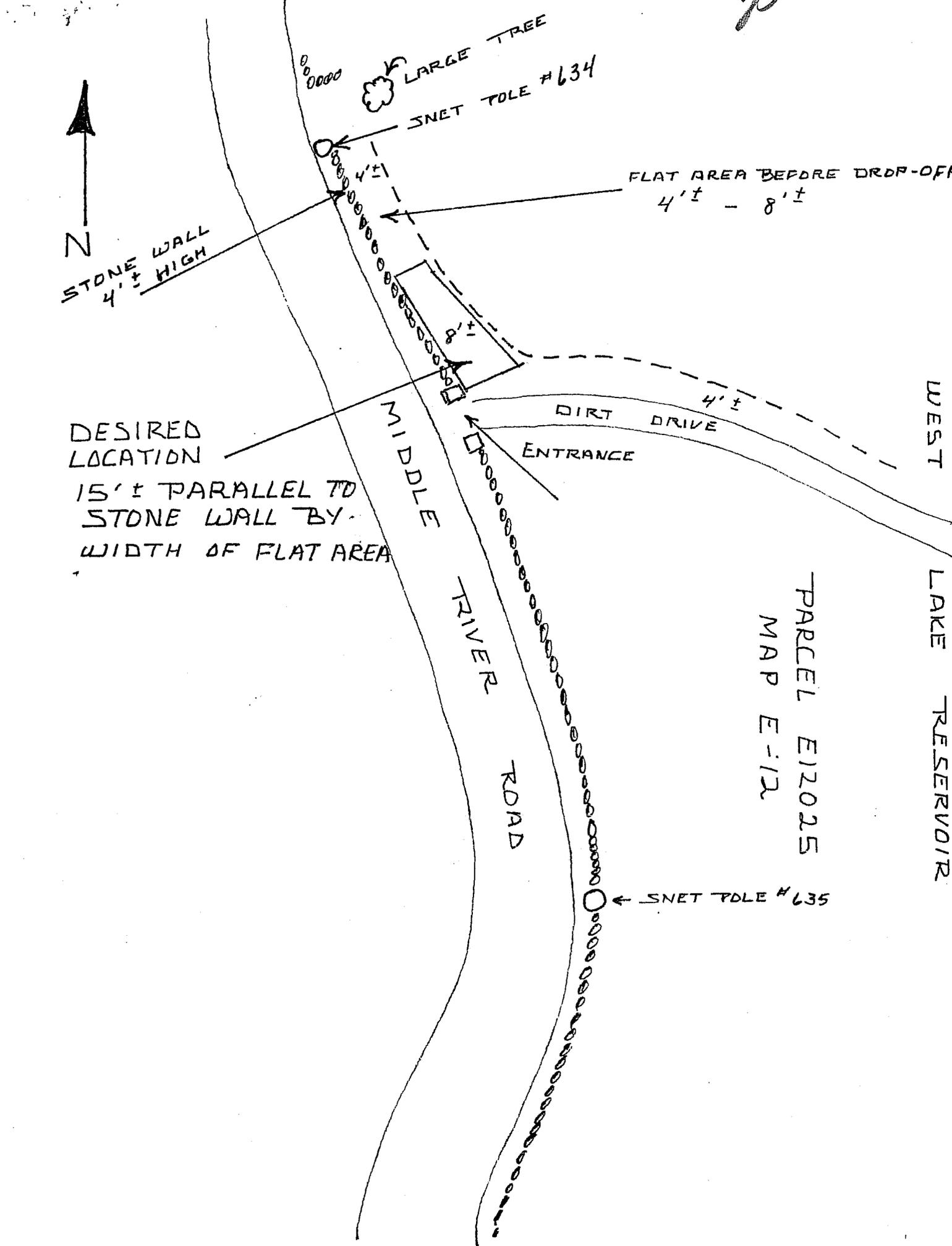
DIRT DRIVE

4'±

WEST
LAKE
RESERVOIR

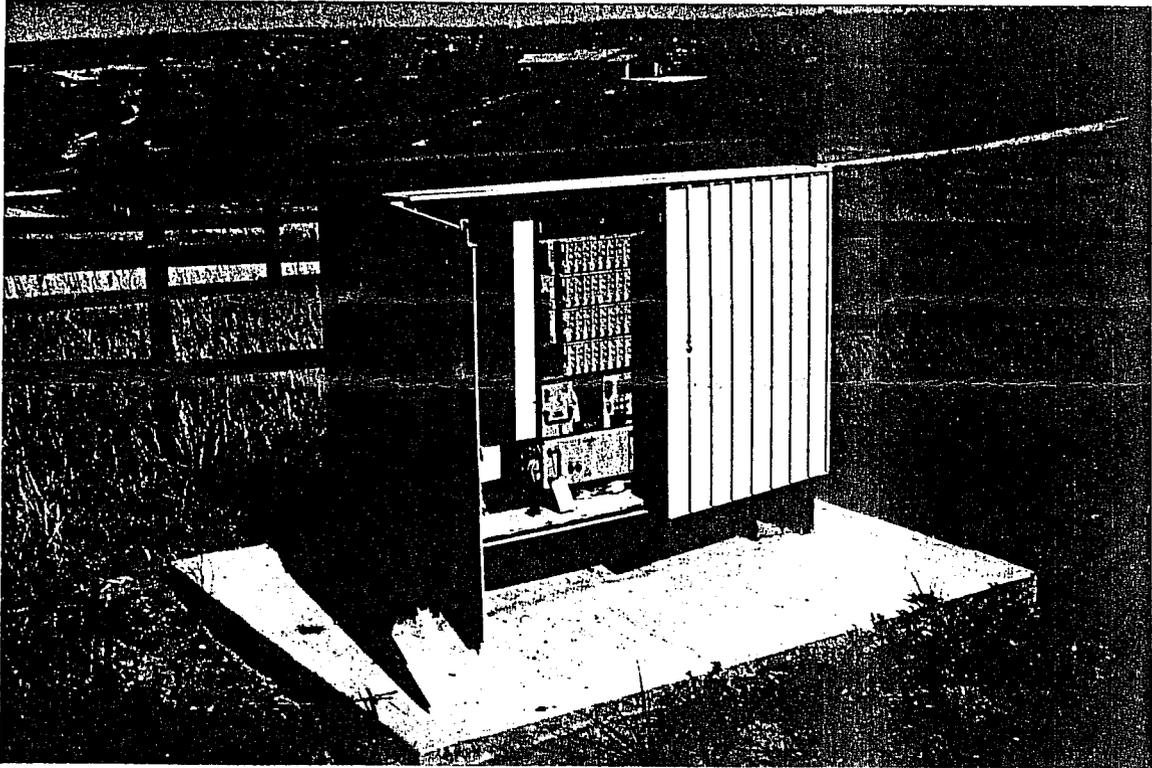
PARCEL E12025
MAP E-12

SNET TOLE #635



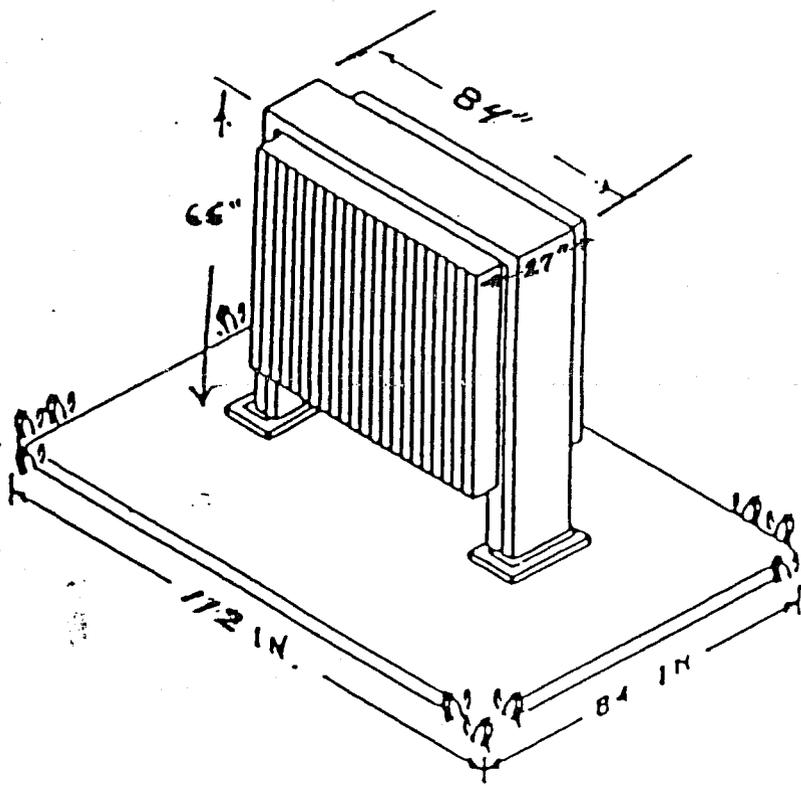
80-TYPE COMMUNITY SERVICE CABINET

23

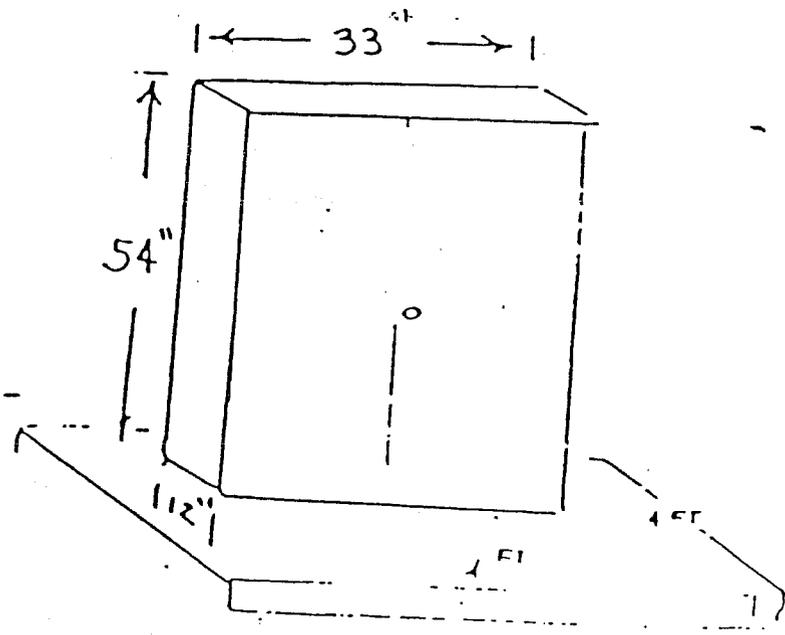


Designed to resemble a signboard, the 80-Type Community Service Cabinet is suitable for locations in full public view, such as driveway entrances to apartment complexes or industrial parks.

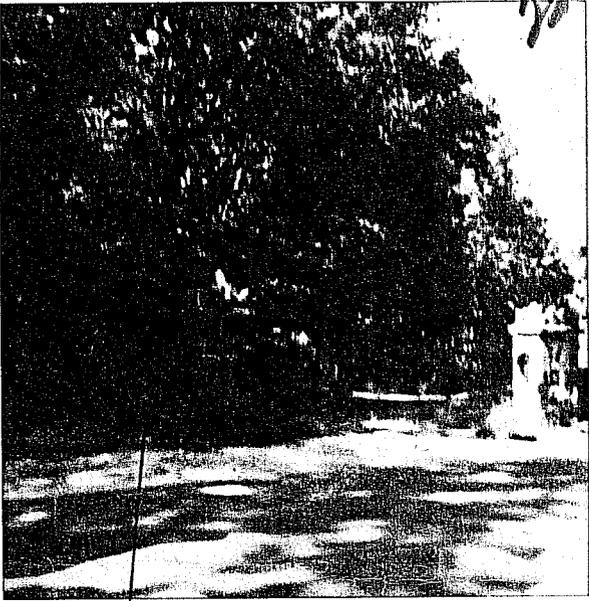
- Construction is corrosion-resistant aluminum.
- Heavy-duty construction provides vandalism protection.
- Enclosure is shipped completely assembled and wired.
- Construction is weather and fire resistant.
- Raised open design prevents accumulation of leaves or windblown debris.
- Guidelines are available for using the enclosure as a signboard.
- The enclosure does not require on-site personnel, and maintenance activity is minimal.
- The **SLC** 96 Carrier is electronic, so operation is virtually noiseless.
- Enclosure is protected by "silent" security systems—alarms do not sound at the enclosure site, but at the local central office.



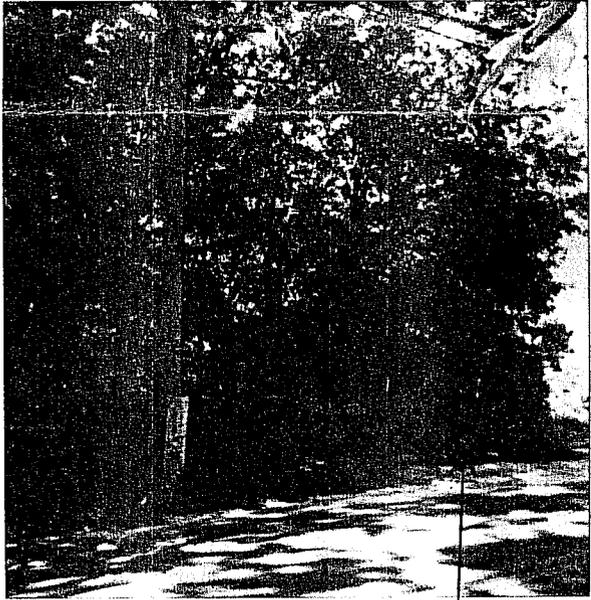
-80 D Size Cabinet



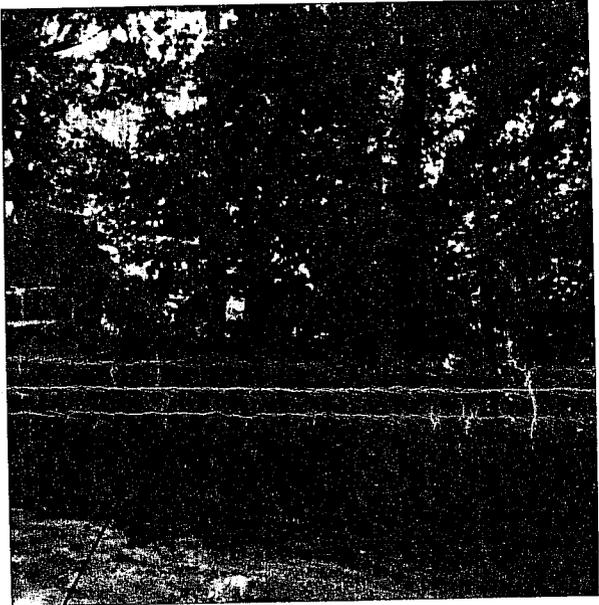
40 D CABINET.



WEST LAKE RESERVOIR



WEST LAKE RESERVOIR



WEST LAKE RESERVOIR

24

June 15, 1988

To whom it may concern:

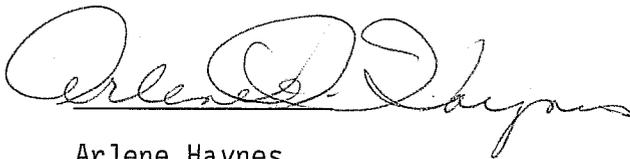
It is our understanding that Steiner, Inc. has not complied with the Town of Danbury's standards for the completion of road namely Flint Ridge Road, Danbury, CT.

The enclosed petitions are from concerned residents of Flint Ridge Road, requesting that the City of Danbury to accept Flint Ridge Road as a town approved road.

Furthermore, our concern is the fact that the culvert has caved in and it is just a matter of time where a serious accident will occur and law suit might result. There is an inch of sand on road from winter snow which could cause an auto to slide into the culvert. Could it be possible to remove the sand immediately ?

Looking forward to an immediate response.

Your truly,



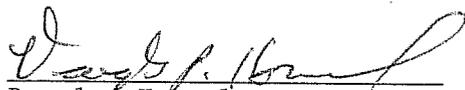
Arlene Haynes

Representing residents of Flint Ridge Road, Danbury, CT.

24

April 27, 1988

We the undersigned petition the Common Council of the City of Danbury to accept Flint Ridge Road, Danbury CT as a town approved road.

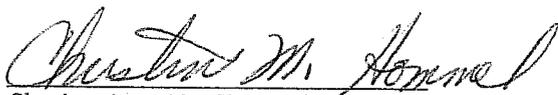


Douglas Hommel

8 # Flint Ridge Road

Michael Reilly

9 Flint Ridge Road



Christine M. Hommel

8 # Flint Ridge Road

Anne Dalton

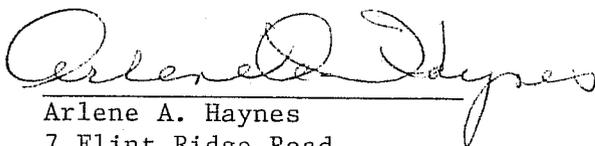
9 Flint Ridge Road

Judith Miranda

6 Flint Ridge Road

Ferris M. Nasser

10 Flint Ridge Road



Arlene A. Haynes

7 Flint Ridge Road

Linda C. Nasser

10 Flint Ridge Road

Donald L. Melvin

7 Flint Ridge Road

24

April 27, 1988

We the undersigned petition the Common Council of the City of Danbury to accept Flint Ridge Road, Danbury CT as a town approved road.

Douglas Hommel
4 Flint Ridge Road

Michael Reilly
9 Flint Ridge Road

Christine M. Hommel
4 Flint Ridge Road

Anne Dalton
9 Flint Ridge Road

~~Joset~~ *Juliet Miranda*

Judith Miranda
6 Flint Ridge Road

Ferris M. Nasser
10 Flint Ridge Road

Arlene A. Haynes

Arlene A. Haynes
7 Flint Ridge Road

Linda C. Nasser
10 Flint Ridge Road

Donald L. Melvin
7 Flint Ridge Road

24

April 27, 1988

We the undersigned petition the Common Council of the City of Danbury to accept Flint Ridge Road, Danbury CT as a town approved road.

Douglas Hommel
4 Flint Ridge Road

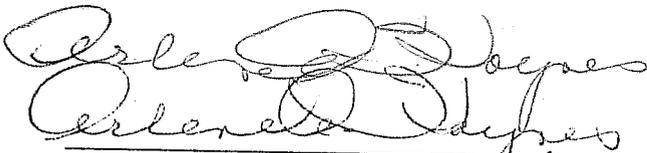
Michael Reilly
9 Flint Ridge Road

Christine M. Hommel
4 Flint Ridge Road

Anne Dalton
9 Flint Ridge Road

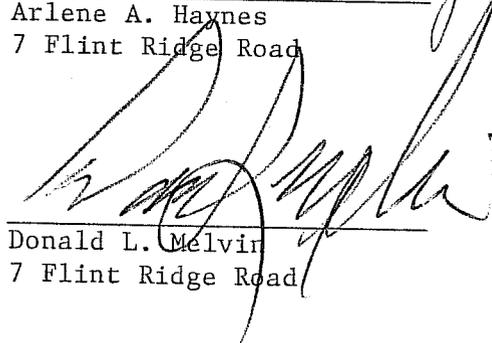
Judith Miranda
6 Flint Ridge Road

Ferris M. Nasser
10 Flint Ridge Road



Arlene A. Haynes
7 Flint Ridge Road

Linda C. Nasser
10 Flint Ridge Road



Donald L. Melvin
7 Flint Ridge Road

24

April 27, 1988

We the undersigned petition the Common Council of the City of Danbury to accept Flint Ridge Road, Danbury CT as a town approved road.

Douglas Hommel
4 Flint Ridge Road

Michael Reilly

Michael Reilly
9 Flint Ridge Road

Christine M. Hommel
4 Flint Ridge Road

Anne Dalton Reilly

Anne Dalton
9 Flint Ridge Road

Judith Miranda
6 Flint Ridge Road

Ferris M. Nasser
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7 Flint Ridge Road



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

ROBERT T. RESHA
CORPORATION COUNSEL

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

June 20, 1988

PLEASE REPLY TO:

DANBURY, CT 06810

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

Re: Dana Mark David Associates

Dear Mayor and Council Members:

As you are already aware, Dana Investment Corporation earlier this year appealed the City of Danbury tax assessment for subdivision property off Padanaram Road. Due to a conflict within this office pertaining to Dana Investment Corporation, the matter in dispute was referred to outside counsel.

This office has recently received a request from Dana Mark David Associates which operates under the same umbrella ownership as Dana Investment Corporation. The issue involved centers around a request by Dana Mark David Associates to grant the City of Danbury an easement as opposed to a fee simple in a portion of East Pembroke Road for road widening purposes as part of the condominium site plan approval by the City.

The issue involved is not a substantial or time consuming issue. Nonetheless, due to the potential conflict present in the earlier case referred, it would be advisable to send this matter to outside counsel for their brief consideration and resolution.

It would also be advisable that all future issues regarding this Corporation, its subsidiaries or associated enterprises be automatically referred for outside legal consideration for the reasons referenced above.

(continue page 2)

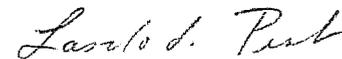
Hon. Joseph H. Sauer, Jr., Mayor
Hon. Members of the Common Council
Re: Dana Mark David Associates

25

June 20, 1988

If you have any questions regarding this matter, please do not hesitate to contact us.

Very truly yours,



Laszlo L. Pinter
Assistant Corporation Counsel

LLP:dms

c: Robert T. Resha, Corporation Counsel
David R. Glissman

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REDEVELOPMENT AGENCY
CITY OF DANBURY

142 Deer Hill Avenue
Danbury, Connecticut 06810
Area Code 203 792-1135

To: Mayor Joseph H. Sauer, Jr. and
Members of the Common Council

From: Jerry Juretus, Executive Director

Date: June 27, 1988

RE: Request to Acquire Property through Condemnation

In January of this year, the Common Council granted a request from the Redevelopment Agency to allow the Agency to use its powers of "eminent domain" to acquire a strip of land located within the downtown redevelopment area. Attached is a copy of the January 5, 1988 Committee Report regarding the request. It is my understanding that the Council approval remains effective for a period of six months.

It is the intent of the Agency to negotiate in good faith with all parties having interests or rights within the affected property before we would utilize our condemnation powers. In order to establish values for the purpose of negotiation, the Agency is having an appraisal of the property prepared. However, because there exists a question of title and because that issue is so complex, this appraisal process is taking much longer than anticipated. The final appraisal report is expected within a few days and it is only at that point that we will be able to begin negotiations. Consequently, it will not be possible to acquire title to the property within the six month period allocated by the Council action.

Therefore, I am requesting that the Common Council grant the Redevelopment Agency a six month extension to their January, 1988 approval.



Enclosure



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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.

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

Law Offices
Gemza and Daly
University Place
182 White Street
P. O. Box 348

27

Danbury, Connecticut 06813

(203) 744-3334

Gerald J. Daly

Norman H. O'Connor

Of Counsel

Theodore A. Gemza

June 28, 1988

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

Dear Mrs. Crudginton:

This office represents Ralto Developers, Inc., a Connecticut corporation with its office in Danbury, Connecticut. My client is completing the development of a subdivision known as Hampton Court, off of Joe's Hill Road, Danbury, Connecticut. A portion of their property which originally was a part of this subdivision abuts the Richter Park Golf Course. My client would like to offer a portion of this property containing 18.616 acres to the City of Danbury or the Richter Park Authority for municipal uses. This conveyance would be made to the City for the consideration of only the current accrued real estate taxes on these parcels.

If the City is interested in accepting this parcel, would you please have an appropriate representative contact my office to work out the details. I am attaching a copy of this map for your information.

Yours very truly,


Gerald J. Daly

GJD/sb
enclosure

RICHARD A. DICE *
JAMES H. MALONEY
KENNETH E. LENZ **
MARY B. RYAN
SUSAN J. POLL †
PAUL T. CZEPIGA

JOSEPH R. CARVALKO, JR. ‡
OF COUNSEL

ALSO ADMITTED:
* DC & NY BARS
** MA BAR
† PA BAR
‡ PATENT BAR

*Dice,
Maloney
& Carvalko P.C.*

Attorneys and Counselors at Law

REPLY TO:

□ 420 HIGHLAND AVENUE
P.O. BOX 520
CHESHIRE, CT 06410
TEL. (203) 272-2777
FAX. (203) 271-1079

✓ 153 WHITE STREET
DANBURY, CT 06810
TEL. (203) 794-9622
FAX. (203) 748-2655

VERMONT
CORRESPONDENTS:
□ RAPHAEL & WARE
P.O. BOX 1149
WAITSFIELD, VT 05673

June 29, 1988

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

Re: Proposed Agreement between the
Redevelopment Agency of City of Danbury
and H.M. Zotos Realty Corporation

Dear Betty:

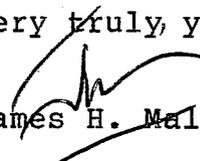
The Danbury Redevelopment Agency has agreed to exchange certain real property easements with the H.M. Zotos Realty Corporation.

It is anticipated that final agreement will be readed shortly on the formal documents pertaining to this exchange. To expedite the process, this is written to request that the matter be placed on the agenda of the July meeting of the Danbury Common Council. The proposed transaction also needs to be referred to the Planning Commission under C.G.S. Section 8-24.

By placing this item on the Council agenda it will allow us to make use of the month to July for the Planning Commission referral as well as for any Common Council committee process that may be involved.

Thank you for your attention to this matter.

Very truly yours,


James H. Maloney

JHM:dmn

cc: Hon. Joseph Sauer, Mayor
City of Danbury
Mr. John J. Sullivan, Jr., Chairman
Danbury Redevelopment Authority
Mr. Jerry Juretus, Exec. Director
Danbury Redevelopment Authority
Francis J. Collins, Esq.

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AGREEMENT FOR
SALE OF LAND FOR PRIVATE REDEVELOPMENT
BY AND BETWEEN
THE CITY OF DANBURY
ACTING BY AND THROUGH
THE REDEVELOPMENT AGENCY OF THE CITY OF DANBURY
AND
H. M. ZOTOS REALTY CORPORATION

AGREEMENT made on or as of the _____ day of _____, 1988, by and between THE CITY OF DANBURY (hereinafter called "City"), acting by and through THE REDEVELOPMENT AGENCY OF THE CITY OF DANBURY, a public body corporate (which, together with any successor public body or officer hereafter designated by or pursuant to law, is hereinafter called "Agency"), having its office at 142 Deer Hill Avenue, in the City of Danbury, County of Fairfield, and State of Connecticut, and H. M. ZOTOS REALTY CORPORATION, a Connecticut corporation with offices and a principal place of business at 179 Main Street, in the City of Danbury, County of Fairfield and State of Connecticut, (hereinafter called "Private Party").

W I T N E S S E T H :

WHEREAS, in furtherance of the objectives of, and pursuant to, the State and Local Urban Renewal Enabling Act, the Agency is carrying out an urban renewal project known as the "Midtown East Neighborhood Development Project" for which an Urban Renewal Plan has been prepared by the Agency. Said Urban Renewal Plan is dated April, 1970 and has

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been approved by the Common Council of the City of Danbury on May 5, 1970, and the Agency is willing to sell and the Private Party has agreed to acquire an interest in, and to redevelop and rehabilitate, certain real property located in the project area (and more particularly described in Schedule A annexed hereto and made a part hereof), and for and in accordance with the uses specified in the Urban Renewal Plan and the provisions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

SEC. 1. SALE: PURCHASE PRICE

A. Subject to all the terms, covenants, and conditions of this Agreement, the Agency will grant the interest in property (hereinafter the "easement") described on said Schedule A to the Private Party for, and the Private Party will purchase said easement described in Schedule A from the Agency and pay therefor, the amount

_____ DOLLARS

(\$_____), hereinafter called "Purchase Price", to be paid as follows:

1. In cash or by certified check simultaneously with the delivery of the instrument (hereinafter the "Easement") conveying the property to the Private Party in the form set forth as Schedule D attached hereto and made a part hereof, in the amount of \$_____, less any deposit paid by the Private Party pursuant to Section 3 of this Agreement; and

2. In kind (in the value of \$_____), by the delivery of a deed, in standard Connecticut Warranty Deed Form, as more particularly set forth as Schedule E attached hereto and made a part hereof, conveying to the Agency, entirely free and clear of any and

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all encumbrances, easements, rights of way, and/or restrictions, except as shown on Schedule E, the Private Party's interest in a certain piece or parcel of land more specifically described in Schedule B, annexed hereto and made a part hereof, which property interest as described in Schedule B the Private Party agrees to sell and the Agency agrees to purchase as part of this transaction; and

3. In cash or by check simultaneously with the delivery of the Easement conveying the property interest to the Private Party in the form set forth as Schedule D attached hereto and made a part hereof, in the amount of \$100.00, constituting a refund to the Agency by the Private Party of the amount paid by the Agency pursuant to the terms of a certain Irrevocable Offer dated _____, attached hereto and made a party hereof.

B. It is further agreed and understood that the mutual covenants herein contained constitute part and portion of the consideration for the conveyances to be made hereunder.

SEC. 2. CONVEYANCE OF PROPERTY.

A. Form of Deed: The Agency shall convey to the Private Party title to the easement described in Schedule D by means of the Easement instrument described in Schedule A. The conveyance and title shall, in addition to the provisions of Section 14(c) of this Agreement and all other conditions, covenants, and restrictions set forth or referred to elsewhere in this Agreement, or any Schedule thereto, be subject to:

1. Any and all easements for utilities, both public and private, sewers, water lines, streets and rights of way, etc., as are contained in the Urban Renewal Plan.

2. Such reservations, encumbrances or restrictions set forth in the Urban Renewal Plan.

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3. All provisions of any zoning ordinances enacted by the City and any and all other provisions of municipal ordinances, regulations or public or private law.

4. All other conditions, covenants, and restrictions specified elsewhere in this Agreement or any Schedules thereto.

B. The Agency shall deliver the Easement instrument for the property interest described in said Schedule A to the Private Party on _____, (the first business day following the 30th day subsequent to the action taken by the Common Council of the City of Danbury, Connecticut, duly approving the real property conveyances and transactions described herein) or on such earlier date after said Common Council approval as the parties hereto may mutually agree in writing, at which time the Private Party shall simultaneously deliver to the agency the deed for, and possession of, the property interest described in Schedule B. Conveyance shall be made at the principal office of the Agency, and the Private Party shall accept the conveyance and pay the Purchase Price to the Agency at such time and place, including the deed for the property as described in Schedule F aforesaid.

C. Apportionment of Current Taxes:

1. Taxes, assessments and other municipal charges, sewer charges and sewer maintenance charges, water charges, fees, and other similar charges, if any, are to be apportioned in the manner customarily used by the Danbury Bar Association, as of the date of delivery of the instruments of conveyance.

2. The apportionment of current taxes for the property described in Schedule B shall be done in the customary manner of the Danbury Bar Association.

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D. Recordation:

1. The Private Party shall promptly file the Easement instrument for the property interest described in Schedule A for recordation in the Office of the Town Clerk of Danbury. The Private Party shall pay all costs (including the cost of any conveyance tax) for so recording the Easement.

E. Title Evidence and Conveyance Tax: The Private Party shall, in reference to the property interests described on said Schedules A and B, pay the cost of its own and the Agency's title insurance premium and title abstract (including specifically, but without limitation, the cost of the Agency's title search and certificate of title for both said properties at the rate of \$500 for each such property) and shall further pay the cost of any conveyance tax that may be required in regard to both property interests.

SEC. 3 GOOD FAITH DEPOSIT AND IRREVOCABLE LETTER OF CREDIT.

The Private Party has, prior to or simultaneously with the execution of this Agreement by the Agency delivered to the Agency a good faith deposit of cash or a certified check payable to the order of the Agency in the amount of ONE HUNDRED DOLLARS (\$100.00), hereinafter called "Deposit". The Deposit shall be credit to the Private Party as a partial payment of the Purchase Price for the property interest described in Schedule A upon the transfer of the title thereto to the Private Party. In addition, the Private Party has prior to or simultaneously with the execution of this Agreement by the Agency, delivered to the Agency an Irrevocable Commercial Letter of Credit in the amount of _____ DOLLARS, (\$_____.00), hereinafter called the "Letter of Credit". Said Letter of Credit shall be in form acceptable to the Agency and shall name the Agency as the beneficiary thereof. The Letter of Credit

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shall authorize the Agency to draw signed draft(s) against said Letter of Credit when accompanied by a statement(s) signed by the Chairman of the Agency stating that "(The Private Party) of the City of Danbury, County of Fairfield, and State of Connecticut has failed to comply fully with the terms of a certain Contract for Sale of Land for Private Redevelopment By and Between The City of Danbury, Acting by and Through The Redevelopment Agency of the City of Danbury, and (The Private Party), dated _____, 1988". Said Letter of Credit shall expire not earlier than twenty-four (24) months from the date hereof, unless earlier released by the Agency. The Letter of Credit shall specifically provide that one or more partial drawings are permitted, and that all drafts drawn under and in compliance with the terms of the Letter of Credit will be duly honored on delivery of the statement(s) in this Section 3 hereinabove specified. The Letter of Credit shall be issued by a commercial banking institution licensed to do such business in the State of Connecticut and may provide that such banking institution is authorized to accept as binding and correct the above specified statement(s) as issued by the Agency, without investigation or responsibility for the accuracy, veracity, correctness or validity of such statement(s) or any part thereof. The Letter of Credit shall serve as security for the performance of the obligations of the Private Party to construct or to rehabilitate the improvements on the premises described on Schedule A. The Letter of Credit shall be returned to the Private Party upon issuance of the certificate of completion pursuant to Section 6, unless said Letter of Credit has been drawn upon by the Agency pursuant to the provisions of this Agreement, or unless there exists any default by the Private Party. It is specifically agreed and understood that the monetary damages arising from the Private Party's breach of this Agreement are

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not readily ascertainable or subject to full determination; accordingly, therefore, said Letter of Credit, in the value drawn thereon, may be retained by the Agency as liquidated damages in accordance with the provisions of Section 13. The Private Party agrees and understands that _____ DOLLARS (\$) is a fair and reasonable recompense for the entire breach of this Agreement and, accordingly, does not constitute a penalty.

SEC. 4. PLANS AND SPECIFICATIONS.

1. The Private Party will redevelop and/or rehabilitate the property described in Schedule A for commercial use in accordance with the plans and specifications described in and/or attached to Schedule C attached hereto and incorporated herein by reference.

2. (a) It is specifically understood and agreed that the plans and specifications described in and/or attached to said Schedule C represent only the scope of the work to be undertaken, and are not complete in every detail. Accordingly, not later than ninety (90) days from the date hereof, the Private Party shall submit to the Agency a complete, fully detailed set of draft architectural, site, and construction plans, material samples, and specifications, said plans, materials and specifications to be not inconsistent with Schedule C specifications and plans, for all improvements or alterations to be made on the property described in Schedule A. Within thirty (30) days of its receipt of said draft plans, materials, and specifications, the Agency shall advise the Private Party, in writing, of its approval of said plans, materials, and/or specifications, or shall advise the Private Party in writing of its disapproval of said plans, materials and/or specifications, noting specifically the reasons for such disapproval, which reasons shall be limited to correction of any inconsistencies between the draft plans,

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materials and/or specifications, and the Schedule C plans and specifications. If the Private Party is notified of any such disapproval, it shall have within thirty (30) days to submit revised draft plans, materials and/or specifications, to the Agency for its review, whereupon within thirty (30) days thereafter the Agency shall advise the Private Party, in writing, of the Agency's approval or disapproval of said revised draft plans, materials and/or specifications. Any further disapproval of said draft plans, materials and/or specifications shall be made only upon the same grounds that could have been made if said revised draft plans, materials and/or specifications were the plans, materials and/or specifications originally submitted to the Agency for its review (i.e. inconsistency with the Schedule C plans and specifications). The foregoing cycle of thirty (30) days periods for (a) submission, and (b) review and notification shall continue until the revised draft plans, materials and/or specifications are fully approved by the Agency, whereupon they shall be deemed the "Final Plans" referred to elsewhere in this Agreement.

(b) The foregoing provisions of Section 4.2.(a) notwithstanding, it is agreed and understood that (1) all preliminary design drawings, including elevations, showing materials, signs and lighting, (2) all cross sections, and (3) all outline specifications are to be submitted to the Agency for review. Any required changes are to be submitted to the Agency for review and approval before working plans or drawings and specifications for bidding are developed.

(c) It is further agreed and understood that all working plans or drawings, material samples and specifications are to be submitted to the Agency for review and approval in conformance with

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the above provisions and best urban center design practice before such materials are ordered or construction contracts executed, in reference to all work on the subject improvements including signs and lighting.

SEC. 5. TIME FOR COMMENCEMENT AND COMPLETION OF CONSTRUCTION OR REHABILITATION WORK.

A. The construction or rehabilitation of the improvements referred to in Section 4 shall be commenced within sixty (60) days after the Final Plans are approved by the Agency, and shall be "substantially" completed within eighteen (18) months after that date.

B. The Private Party agrees for itself, its successors, heirs and assigns, and every successor in interest to the property interest described in Schedule A, or any part thereof, (and the instrument of conveyance of said property interest [i.e. the Easement] shall contain covenants on the part of the Private Party for itself, and its successors, heirs and assigns), that the Private Party, and its successors, heirs and assigns, shall promptly begin and diligently complete the redevelopment or rehabilitation of the Schedule A property through the construction of the improvements thereon, and that the construction shall be in any event be commenced and completed within the time limits specified in Section 5.A. above. It is intended and agreed, and the instrument for the property interest described in Schedule A shall so expressly provide, that these agreements and covenants shall survive the closing of title and be covenants running with the land, binding for the benefit of the community and the Agency, and enforceable by the Agency against the Private Party and its successors and assigns. Except, however, that it is further provided that any and all restrictions, created by this Agreement or the Instruments referenced herein, concerning the use of, or the improvements made in connection with the property interest described in Schedule A shall expire and be of no further force and

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effect, except for restrictions created by Section 7.(b) hereof, as of and on January 1, 2008.

SEC. 6. CERTIFICATE OF COMPLETION.

Promptly after completion of the construction or rehabilitation of the improvements in accordance with this Agreement, including the improvements to be made upon the property described in Schedule A and the Private Party's written notification to the Agency of said completion, the Agency will furnish the Private Party with an appropriate instrument so certifying. Prior to the Agency issuing said certificate of completion, the Private Party must obtain a certificate of Zoning Compliance for all improvements constructed or reconstructed upon the properties described in Schedule A and from the Danbury Zoning Compliance Officer. In addition, prior to the Agency issuing said Certificate of Completion, the Private Party must obtain a certificate, in affidavit form, from an engineer licensed to practice civil engineering in the State of Connecticut, that all of the improvements or rehabilitation work undertaken pursuant to this Agreement have been substantially completed in accordance with the aforesaid "Final Plans". The certification by the Agency shall be (and it shall be so provided in the Easement and in the certification itself) a conclusive determination of satisfaction and termination of the covenants in this Agreement and the Easement with respect to the obligations of the Private Party and its successors, heirs and assigns to construct the improvements, and the dates for the beginning and completion thereof. The certification shall be in such form as will enable it to be recorded. If the Agency shall refuse or fail to provide the certification, the Agency shall, within fifteen (15) days after written request by the Private Party provide the Private Party with a written statement indicating in adequate detail how the Private

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Party has failed to complete the construction of the improvements in conformity with the Urban Renewal Plan and/or this Agreement, or is otherwise in default, and what measures or acts it will be necessary, in the opinion of the Agency, for the Private Party to take or perform in order to obtain the certification. Whereupon, if within sixty (60) days of its receipt of such written statement, the Private Party has not taken all measures, acts, or other actions necessary to obtain said certification, the Agency may avail itself of the remedies available to it under the terms of this Agreement. It is agreed and understood that this Section 6 shall govern the materials specifically addressed herein pertaining to the issuance of a "Certificate of Compliance" by the Agency, and shall not act as a bar to the Agency's earlier resort to its remedies under this Agreement for the full or partial breach hereof, and the Agency is entitled to so proceed.

SEC. 7. RESTRICTIONS ON USE.

The Private Party agrees for itself, and its successors and assigns, and every successor in interest to the Easement described in Schedule A, or any part thereof, and the Easement shall contain covenants on the part of the Private Party for itself, and its successors and assigns, that the Private Party and its successors and assigns shall:

(a) devote the Easement only to and in accordance with the uses specified in the Urban Renewal Plan (as limited, if at all, by the rule against perpetuities); and

(b) not discriminate upon the basis of race, color, creed, sex, marital status, or national origin in the sale, lease, or rental or in the use of or occupancy of the Easement or any improvements located or to be erected thereon, or any part thereof.

SEC. 8. COVENANTS: BINDING UPON SUCCESSORS IN INTEREST: PERIOD OF DURATION.

It is intended and agreed, and the Easement for the property described in Schedule A shall so expressly provide, that the covenants provided in Sections 4, 5, 7, 9, 10, 19 and 22 shall be covenants running with the land, binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by, the Agency, its successors and assigns, the City of Danbury, and any successor in interest to the property, or any part thereof, and the owner of any other land (or of any interest in such land) in the project area which is subject to the land use requirements and restrictions of the Urban Renewal Plan, and the United States in the case of the covenant provided in Section 7(b), against the Private Party, its successors and assigns, and every successor in interest to the property or any part thereof or any interest therein, and any party in possession or occupancy of the property or any part thereof. It is further intended and agreed that all such covenants shall remain in effect until January 1, 2008 except that the covenant provided in Section 7(b) shall remain in effect without limitation as to time. The terms "uses specified in the Urban Renewal Plan" and "Land Use" referring to provisions of the Urban Renewal Plan, or similar language, in this Agreement shall include the land and all building, housing, and other requirements or restrictions of the Urban Renewal Plan pertaining to such land.

SEC. 9. PROHIBITION AGAINST TRANSFER OF PROPERTY.

The Private Party has not made or created, and (except as permitted by Sections 10 and 11) will not, prior to the completion of the improvements as certified by the Agency, make or suffer to be made any sale, assignment, conveyance, lease, or transfer in any other form of or with respect to this Agreement or the Easement described in

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Schedule A or any part thereof, or any interest therein, or contract or agree to do any of the same without the prior written approval of the Agency, which approval shall be granted or denied by the Agency within its sole discretion based upon its judgement of the public interest of the people of the City of Danbury, provided, however, that this Section 9 shall be of no force or effect as of and from January 1, 2008.

It is agreed and understood that either party to this Agreement may record this Agreement on the Land Records of the City of Danbury.

SEC. 10. LIMITATION UPON ENCUMBRANCE OF PROPERTY.

Prior to the Completion of the improvements as certified by the Agency, neither the Private Party nor any successor in interest to the easement shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the easement described in Schedule A, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attached to the easement described in Schedule A, except for the purposes only of obtaining funds only to the extent necessary for making the improvements and such additional funds, if any, in an amount not to exceed the Cash Purchase Price paid by the Private Party to the Agency. Until issuance of the certificate of completion, the Private Party (or successor in interest) shall notify the Agency in advance of any financing, secured by mortgage or other similar lien instrument, it proposes to enter into with respect to the easement described in Schedule A, and of any encumbrance or lien that has been created on or attached to the easement described in Schedule A, whether by voluntary act of the Private Party or otherwise.

SEC. 11. MORTGAGEES NOT OBLIGATED TO CONSTRUCT.

Notwithstanding any of the provisions of this Agreement,

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including, but not limited to, those which are intended to be covenants running with the land, the holder of any mortgage authorized by this Agreement (including any holder who obtains title to the easement or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (a) any other party who thereafter obtains title to the property or such part from or through such holder, or (b) any other purchaser at foreclosure sale other than the holder of the mortgage itself) shall not be obligated by the provisions of this Agreement to construct or complete the construction of the improvements or to guarantee such construction, or completion; nor shall any covenant or any other provision in the deed be construed to so obligate such holder. Nothing in this Section or any other Section or provision of this Agreement shall be deemed or construed to permit or authorize any such holder to devote the easement described in Schedule A or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided or permitted in the Urban Renewal Plan and this Agreement.

SEC. 12. ENFORCED DELAY IN PERFORMANCE.

Neither the Agency nor the Private Party, nor any successor in interest, shall be considered in breach, or default of, its obligations with respect to the preparation of the area described in Schedule A for redevelopment, or the commencement and completion of construction of the improvements, in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence. The time for the performance of the obligations shall be extended for the period of the enforced delay as determined by the Agency, if the party seeking the extension shall request it in writing of the other party within ten (10) days after the beginning of the enforced delay.

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It is agreed and understood that the Private Party shall extend the term of the Letter of Credit referenced in Section 3 hereof for a period of time or times equal to any and all periods of enforced delay.

SEC. 13. REMEDIES.

(a) In General - Except as otherwise provided in this Agreement, in the event of any default in or breach of the Agreement, or any of its terms or conditions, by the Private Party, or any successor to such Private Party, such defaulting Private Party (or successor) shall, upon written notice from the Agency, proceed immediately to cure or remedy such default or breach and, in any event, shall complete such cure or remedy within sixty (60) days after receipt of such notice. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied timely, the Agency may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including but not limited to, proceedings to compel specific performance by the Private Party's obligations, if, in the Agency's sole judgement, no adequate remedy may be obtained through the exercise of the remedies available through Sections 3 and 19 hereof.

(b) Prior to Conveyance - In the event that prior to the conveyance of the property interests described in Schedules A and B the Private Party assigns or attempts to assign this Agreement or any rights hereunder, or the Private Party fails to pay the Purchase Price, convey title to the Schedule B property interest, and/or take title to the Schedule A easement upon tender of conveyance by the Agency, then this Agreement and any rights of the Private Party in this Agreement may, at the option of the Agency, be terminated by the Agency and the sum of \$_____ be retained or drawn by the Agency,

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as liquidated damages, from the deposit and/or the proceeds and/or value of the Letter of Credit.

(c) Revesting Title in Agency Upon Happening of Event Subsequent to Conveyance to Private Party - In the event that subsequent to the conveyance of the easement described in Schedule A or any part thereof to the Private Party, and prior to completion of construction or rehabilitation of the improvements as certified by the Agency;

(i) the Private Party (or successor in interest) shall default in or violate its obligations with respect to the construction of the Schedule C improvements (including the nature and the dates for the beginning and completion thereof, subject to the provisions for delays contained in Section 12) or shall abandon or substantially suspend construction or rehabilitation work, and any such default, violation, abandonment, or suspension shall not be cured, ended, or remedied within sixty (60) days (one hundred and twenty (120) days if the default is with respect to the date for completion of construction of the improvements) after written demand by the Agency so to do; or

(ii) the Private Party (or successor in interest) shall fail to pay real estate taxes or assessments on the easement, described in Schedule A or any part thereof when, and if, due, or shall place thereon any encumbrance or lien unauthorized by this Agreement, or shall suffer any levy or attachment to be made, or any materialman's or mechanic's lien, or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrances or lien removed or discharged or provisions satisfactory to the Agency made for such payment, removal, or discharge within thirty (30) days after written demand by the Agency so to do; or

(iii) there is, in violation of this Agreement, any transfer of the easement described in Schedule A, or any part thereof, or any

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change in the ownership or distribution of stock of the Private Party, if applicable, or with respect to the identity of the parties in control of the Private Party or the degree thereof, if applicable, and such violation shall not be cured within sixty (60) days after written demand by the Agency to the Private Party, then the Agency shall have the right to re-enter and take possession of the property described in Schedule A and to terminate (and re-vest in the Agency, by operation of the filing on the Land Records of the City of Danbury a declaration of reversion and termination in favor of the Agency as more particularly described below) the estate conveyed by the easement to the Private Party, it being the intent of this provision, together with other provisions of this Agreement, that the conveyance of the easement described in Schedule A to the Private Party shall be made upon, and that the Easement shall contain, a condition subsequent to the effect that in the event of any default, failure, violation, or other action or inaction by the Private Party specified in subdivision (i), (ii) and (iii) of this Section 13(c), failure on the part of the Private Party to remedy, end, or abrogate such default, failure, violation, or other action or inaction within the period and in the manner stated in such subdivisions, the Agency, at its option, may declare a termination in favor of the Agency of the title, and of all the rights and interests in and to the property conveyed by the Easement to the Private Party, and that such title and all rights and interest of the Private Party, and any assigns or successors in interest to and in the easement, shall revert to the Agency; provided, that such condition subsequent and any re-vesting of title as a result thereof in the Agency shall always be subject to, and limited by, and shall not defeat, render invalid or limit in any way (a) the lien of any mortgage authorized by this Agreement, and (b) any right or

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interest provided in this Agreement for the protection of the holder of such mortgage. In addition to the right of re-entry and re-vesting of title provided for in the preceding sentence, upon the occurrence of a default, failure or violation by the Private Party as specified in said sentence, the Agency shall also have the right to draw the proceeds and value of the Letter of Credit as liquidated damages.

(d) Other Rights and Remedies of Agency. No Waiver by Delay - Upon default by the Private Party, the Agency shall have the right to institute such actions or proceedings as it may deem desirable for enforcing its rights under this Section 13, including also the right to execute and record or file among the public land records in the office in which the Easement is recorded, a written declaration of the termination of all the right, title, and interest of the Private Party, and (subject to such mortgage liens and leasehold interests as provided in this Section 13 hereof) its successors in interest and assigns, in the property described in Schedule A, and the re-vesting of title thereto in the Agency; provided, that any delay by the Agency in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Section 13 shall not operate as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the Agency should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Section because of concepts of waiver, laches, or otherwise to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved), nor shall any waiver in fact made by the Agency with respect to any specific default by the Private Party under this Section be considered or treated as a waiver of the rights of the Agency with respect to any

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other defaults by the Private Party under this Section or with respect to the particular default except to the extent specifically waived in writing.

(e) Partial and/or Complete Drawings Against the Letter of Credit - Following proper notice of breach and the expiration of the allowable time to cure, as established by the terms of this Agreement, the Agency may, at its option, utilize all or part of the proceeds and/or value of the Letter of Credit to pay for any and all work necessary to effect such a cure, provided notice shall be given to the commercial banking institution in the form set forth in Section 3 hereof; and the Agency, and its employees and agents, for said purposes may enter and re-enter upon the premises described in Schedule A; the Agency may have resort to the remedy provided in this Subsection (e) as often as necessary to fulfill the purposes and objects of this Agreement.

(f) All of the Agency's remedies shall be deemed cumulative, and may be exercised singly or consecutively, or in any order, at the Agency's sole option.

SEC. 14. RESALE OF REACQUIRED PROPERTY. DISPOSITION OF PROCEEDS.

Upon the revesting in the Agency of title to the easement described in Schedule A or any part thereof as provided in Section 13(d), the Agency shall use its best efforts to resell the easement or part thereof (subject to such mortgage liens and leasehold interests as in Section 13 set forth and provided) as soon and in such manner as the Agency shall find feasible and consistent with the objectives of applicable law and of the Urban Renewal Plan to a qualified and responsible party or parties (as determined by the Agency) who will assume the obligation of making or completing the construction of the improvements or such other improvements in their stead as shall be

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satisfactory to the Agency and in accordance with the uses specified for such property or part thereof in the Urban Renewal Plan. Upon such resale of the property, the proceeds thereof shall be applied:

(a) First, to reimburse the Agency, on its own behalf or on behalf of the City, for all costs and expenses incurred by the Agency, including, but not limited to, salaries and/or other personnel costs incurred in connection with the recapture, management, and resale of the easement described in Schedule A, or part thereof (but less any income derived by the Agency from the easement or part thereof in connection with such management); all taxes, assessments, and water and sewer charges with respect to the easement or part thereof (or in the event the easement is exempt from taxation or assessment or such charges during the period of ownership, thereof by the Agency, an amount, if paid, equal to such taxes, assessments, or charges (as determined by the City assessing official) as would have been payable if the easement were not so exempt); any payments made or necessary to be made to discharge any encumbrances or liens existing on the easement or part thereof at the time of revesting of title thereto in the Agency or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the Private Party, its successors or assigns; any expenditures made or obligations incurred with respect to the making or completion of the improvements or any part thereof on the easement or part thereof; and any amounts otherwise owing the Agency by the Private Party and its successor assigns; and

(b) Second, to reimburse the Private Party, its successors or assigns, up to the amount equal to: (1) the sum of the Cash Purchase Price paid by it for the property (or allocable to the part thereof) and the other cash actually invested by it in performing any

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construction or rehabilitation of the improvements on the property or part thereof; less (2) any income earned or made by the Private Party from the easement. Any balance of proceeds remaining after such reimbursements, shall be retained by the Agency as its property. Upon the completion of the resale of the easement described on Schedule A as above, the title to the property interest described on Schedule B shall remain with the Agency, but the Private Party shall be compensated therefore in an amount determined by an independent appraisal of the fair market value of such property interest, the determination of such fair market value to be subject to adjustment by means of the arbitration process described in Section 19 hereof.

SEC. 15. CONFLICT OF INTEREST; AGENCY'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE.

No member, official, or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which effects his personal interests or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official, or employee of the Agency shall be personally liable to the Private Party or any successor in interest in the event of any default or breach by the Agency or for any amount which may become due to the Private Party or successor or on any obligation under the terms of this Agreement.

SEC. 16. PROVISIONS NOT MERGED WITH DEED.

No provision of this Agreement is intended to or shall be merged by reason of any deed or other instrument transferring title to the easement described on Schedule A from the Agency to the Private Party or any successor in interest, or transferring title to the property interest described in Schedule B from the Private Party to the Agency, and any such deed or instrument shall not be deemed to affect or

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impart the provisions and covenants of this Agreement.

SEC. 17. SPECIAL PROVISIONS.

Equal Employment Opportunity -- The Private Party, for itself, its successors or assigns, agrees that during the construction of the improvements provided for in this Agreement:

(a) The Private Party will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, or national origin. The Purchaser will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, marital status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demolition, or transfer; recruitment or recruitment advertising; lay off, or termination; rates of pay other forms of compensation; and selection for training, including apprenticeship. The Private Party agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by the Agency setting forth the provisions of this non-discrimination clause.

(b) The Private Party will, in all solicitations or advertisements for employees placed by or on behalf of the Private Party, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, marital status, or national origin.

(c) The Private Party will send to each labor union or representative of workers with which the Private Party has a collective bargaining agreement or other contract or understanding, a notice to be provided, by the Agency, advising the labor union or worker's representative of the Private Party's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall

post copies of the notice in conspicuous places available to employees and applicants for employment

(d) The Private Party will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the U.S. Secretary of Labor.

(e) The Private Party will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and relevant orders of the U.S. Secretary of Labor or the U.S. Secretary of Housing and Urban Development pursuant thereto, and will permit access to the Private Party's books, records, and accounts by the Agency, the U.S. Secretary of Housing and Urban Development, and the U. S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and relevant orders.

(f) In the event of the Private Party's non-compliance with the non-discrimination clauses of this Section, or with any of the said rules, regulations, or relevant orders, the Agreement may be cancelled, terminated, or suspended in whole or in part and the Private Party may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized by Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Private Party will include the provisions of Paragraphs (a) through (g) of this Section in every contract or purchase order, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, unless

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exempted by rules, regulations, or orders of the U. S. Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that provisions will be binding upon each such contractor, subcontractor, or vendor, as the case may be. The Private Party will take such action with respect to any construction contract, subcontract, or purchase order as the Agency or the U. S. Department of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event the Private Party becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Agency or the U. S. Department of Housing and Urban Development, the Private party may request the United States to enter into such litigation to protect the interests of the United States. For the purpose of including such provisions in any construction contract, subcontract or purchase order, as required hereby, the first three lines of this Section shall be changed to read "During the performance of this Agreement, the Contractor agrees as follows:", and the term "Purchaser" shall be changed to "Contractor"

(h) If applicable, all advertising (including signs) for sale and/or rental of the whole or any part of the property described in Schedule A shall include the legend, "An Open Occupancy Building" in type or lettering of easily legible size and design. The word "Project" or "Development" may be substituted for the word "Building" where circumstances require such substitution.

SEC. 18. COUNTERPARTS.

This Agreement is executed in six (6) counterparts, each of which shall constitute one and the same instrument.

SEC. 19. DISPUTE SETTLEMENT.

Any controversy or claim of value greater than \$1,000.00, arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, then in force, at Danbury, Connecticut, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof, except that it is specifically agreed and understood that this Section shall not act as bar to an action for specific performance as provided for in SECTION 13(a) of this Agreement. It is agreed and understood that the Private Party shall extend the term of the Letter of Credit referenced in Section 3 hereof for a period of time or times equal to any and all periods of arbitration.

SEC. 20. ALL LEGAL PROVISIONS INCLUDED.

It is the intention and the agreement of the parties to this Agreement 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 is 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.

SEC. 21. UNLAWFUL PROVISIONS DEEMED STRICKEN.

All provisions found unlawful by a court of competent jurisdiction shall be deemed stricken from this Agreement, and shall be of no effect. The unlawful part shall be considered stricken without affecting the binding force of the remainder of the Agreement.

SEC. 22. TIME OF ESSENCE.

As this Agreement deals with important matters touching on the public welfare and well-being, it is specifically agreed and

CERTIFICATE

I hereby certify that at a meeting of the Common Council of the City of Danbury, Connecticut, duly called and held on _____, 1988, at which a quorum was present and acting throughout, the following resolutions were duly adopted by a vote of _____ in favor and _____ opposed, to wit:

RESOLVED: That the City of Danbury grant and convey to H. M. ZOTOS REALTY CORPORATION of 179 Main Street, in the City of Danbury, in the County of Fairfield, and State of Connecticut, its successors and assigns, in accordance with the terms of the foregoing Agreement, a certain interest in a certain piece or parcel of land further described in Schedule A of said Agreement, as set forth in the proposed Agreement presented to said meeting, which is hereby ordered filed with the records of the meeting; and

RESOLVED, That JOSEPH SAUER, the Mayor of the City of Danbury, be and he hereby is authorized to execute and deliver in the name of the City of Danbury a Easement in the form set forth in said Agreement and presented to said meeting and to do any and all other acts necessary to effectuate the foregoing.

I FURTHER CERTIFY, that the form of Agreement and Easement attached hereto is an exact copy of the aforesaid proposed Agreement and Easement presented to said meeting.

I DO FURTHER CERTIFY that the foregoing resolutions are still in full force and effect as of this date.

IN WITNESS WHEREOF, I have caused the seal of the City of Danbury to be hereunto affixed, duly attested by me this _____ day of _____, 1988.

ELIZABETH CRUDGINTON
City Clerk of The City of Danbury
(SEAL)

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SCHEDULE B

er Easement
reas "A and
nd to
ea
, as

nce of interest of Private Party "Right of Way" as
Realty Corporation Map of October 4, 1984, Revised

SCHEDULE C

(Plans)

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SCHEDULE D

(Easement Instrument for the Property Interest Described on Schedule A, with the Restrictions, Easements and Covenants Aforesaid)



SCHEDULE E

(Connecticut Standard Form Warranty Deed of Conveyance of the Property Interest Described on Schedule B, with the Restrictions Easements and Covenants Aforesaid)

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IRREVOCABLE OFFER

The undersigned hereby offers to purchase an easement to pass and repass across property owned by the CITY OF DANBURY, acting by and through THE REDEVELOPMENT AGENCY OF THE CITY OF DANBURY, Connecticut, located in the Southerly side corner of Liberty Street (as re-located) in said Danbury, Connecticut, as more particularly described on Schedule A attached to the hereinafter referenced "Agreement". This offer when accepted, is also a commitment by the undersigned to enter into an agreement entitled "Agreement for Sale of Land for Private Redevelopment By and Between The City of Danbury Acting by and Through The Redevelopment Agency of the City of Danbury, and H. M. Zotos Realty Corporation (herein referred to as "Agreement"), a copy of which Agreement in unexecuted form is attached hereto and incorporated as a part hereof. This offer is a firm, irrevocable offer which shall remain open, unrevoked and irrevocable for a period of six (6) months from the date hereof, unless earlier accepted. If said offer has not been accepted by said City of Danbury, acting by and through The Redevelopment Agency of The City of Danbury, by or on the last day of said period, this offer shall expire and terminate and be of no further force or effect. The undersigned makes this firm, irrevocable offer for and in consideration of the sum of One Hundred (\$100.00) Dollars lawful money of the United States of America, and other valuable consideration, the receipt of which from the CITY OF DANBURY, acting by and through THE REDEVELOPMENT AGENCY OF THE CITY OF DANBURY, is hereby acknowledged.

It is further agreed and understood that upon the consummation of the transaction detailed in the "Agreement", the said sum of One

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Hundred Dollars (\$100.00) shall be refunded to the CITY OF DANBURY acting by and through THE REDEVELOPMENT AGENCY OF THE CITY OF DANBURY as part of the consideration therefore; if, however, the offer contained herein is not accepted by the CITY OF DANBURY prior to the expiration of the aforesaid six (6) month period, then the said sum of \$100.00 shall be forever retained by the undersigned,

Dated this _____ day of _____, 1988.

Signed and Sealed in the Presence of:

H. M. Zotos Corporation

By _____ (L.S.)
 Its President
 hereunto duly authorized

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

On this the _____ day of _____, 1988, personally appeared _____, 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.

LIBERTY MANHOLE
(RELOCATED)

STREET

N 37° 44' 30" W

$\Delta = 00^{\circ} 24' 38''$
 $R = 862.00'$
 $LC = 6.178'$

CONCRETE WALK

CONCRETE WALK
SIGN
*G.V.

CONCRETE DRIVE

PROPOSED STREET LINE

N 53° 27' 52" E

26.52'

$\Delta = 34^{\circ} 46' 57''$
 $R = 25.00'$
 $LC = 15.177'$

46.725'

EXISTING BUILDING
3 - STORY

EASEMENT "C"

N 27° 11' 15" W

$\Delta = 66^{\circ} 23' 25''$
 $R = 29.00'$
 $LC = 33.603'$

OTHER CITY OF

EASEMENT "A"

EASEMENT "B"

LIMIT OF PROPOSED EASEMENT

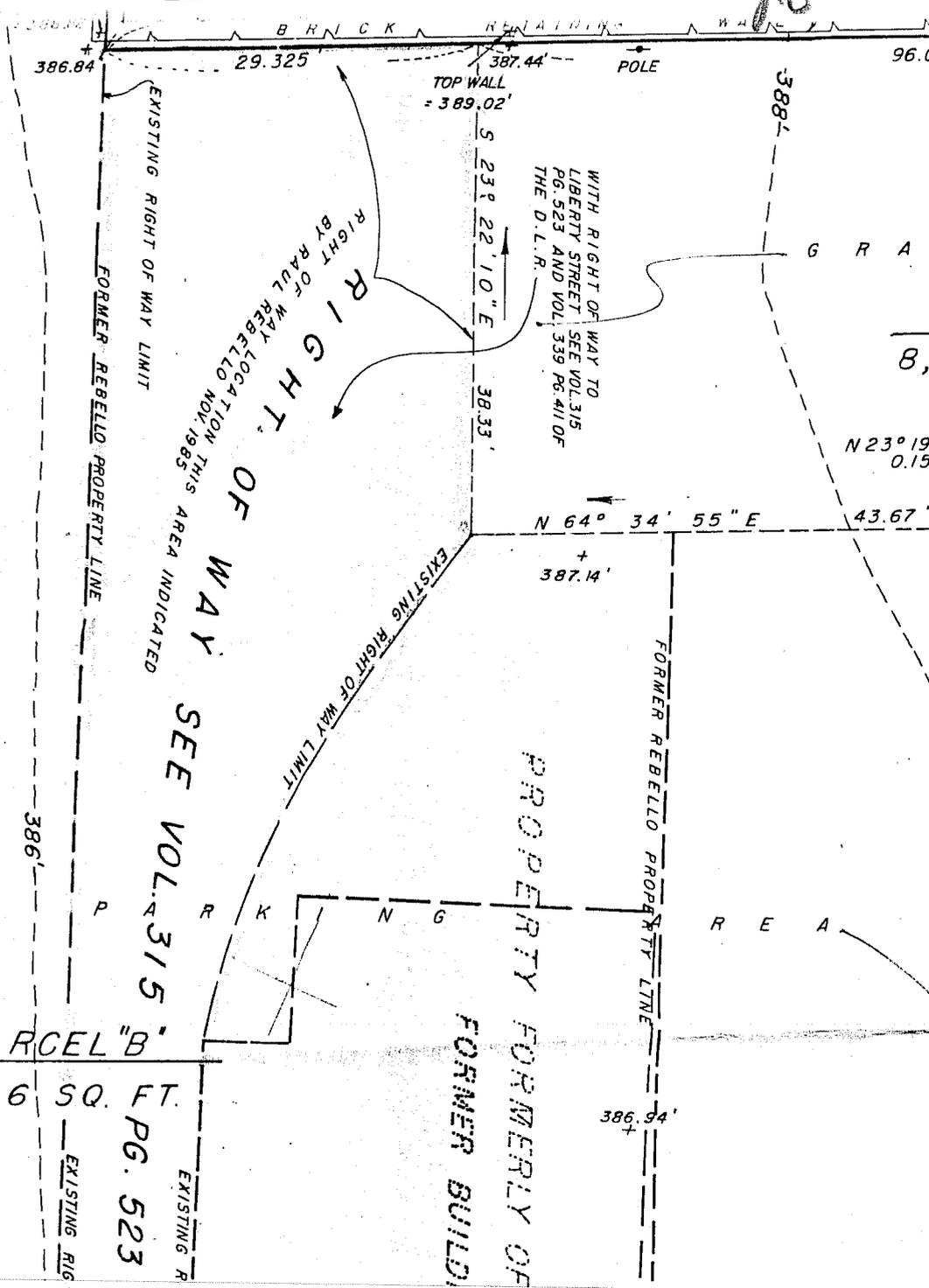
PROPOSED EASEMENT AND RIGHT OF WAY
AREA = 4,572 SQ. FT.

54.55'

S 66° 23' 25" E

33.51'

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PARCEL "B"
 31,096 SQ. FT.
 PG. 523
 EXISTING R
 EXISTING RIG

RIGHT OF WAY
 LOCATION NOV. 1985
 SEE VOL. 315

WITH RIGHT OF WAY TO
 LIBERTY STREET
 SEE VOL. 315
 PG. 523 AND VOL. 339
 PG. 411 OF
 THE D.L.R.

PROPERTY FORMERLY OF
 FORMER BUILD

A V E L

P R K N G

R E A

G R A V

8,

N 23° 19' 0.15"

43.67'

FORMER REBELLO PROPERTY LINE

FORMER REBELLO PROPERTY LINE

EXISTING RIGHT OF WAY LIMIT

EXISTING RIGHT OF WAY LIMIT

TOP WALL = 389.02'

POLE

N 64° 34' 55" E

387.14'

386.94'

386'

523.22' 10" E

38.33'

29.325

386.84'

96.0'

B R C K R H A I N I N G W A L L



received
6/21/88

FRANCISCO L. BORGES
TREASURER

State of Connecticut
OFFICE OF THE TREASURER

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EDWARD J. FORAND JR.
DEPUTY TREASURER

June 15, 1988

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

Dear Mayor Sauer:

Re: State Land to be Sold: Northerly side of present Mill Plain Road -
U. S. Route 6; Map Number 34-Misc-121A
Size: 0.372± acre

Section 3-14b of the General Statutes of Connecticut provides that prior to the sale of state owned land, the State Treasurer shall first notify in writing the Chief Executive Officers of the municipality in which the land is situated of the state's intention to sell such land.

This letter shall serve as notification pursuant to the statute concerning the parcel or parcels of land described above. Subsection (a) of the statute requires the municipality to give written notice to the state of the municipality's desire to purchase such land, subject to the conditions of sale acceptable to the state.

If the Chief Executive Officer or Officers of the municipality fail to give notice to the state of the municipality's desire to purchase said land within forty-five days, the municipality shall have waived its right to purchase said land.

Please advise if the municipality is interested, or is not interested, in acquiring this subject property. Send your notification to: Annette Sanders, Counsel to the Treasurer, State of Connecticut, 20 Trinity Street, Hartford, Connecticut 06106.

Sincerely yours,

FRANCISCO L. BORGES
STATE TREASURER

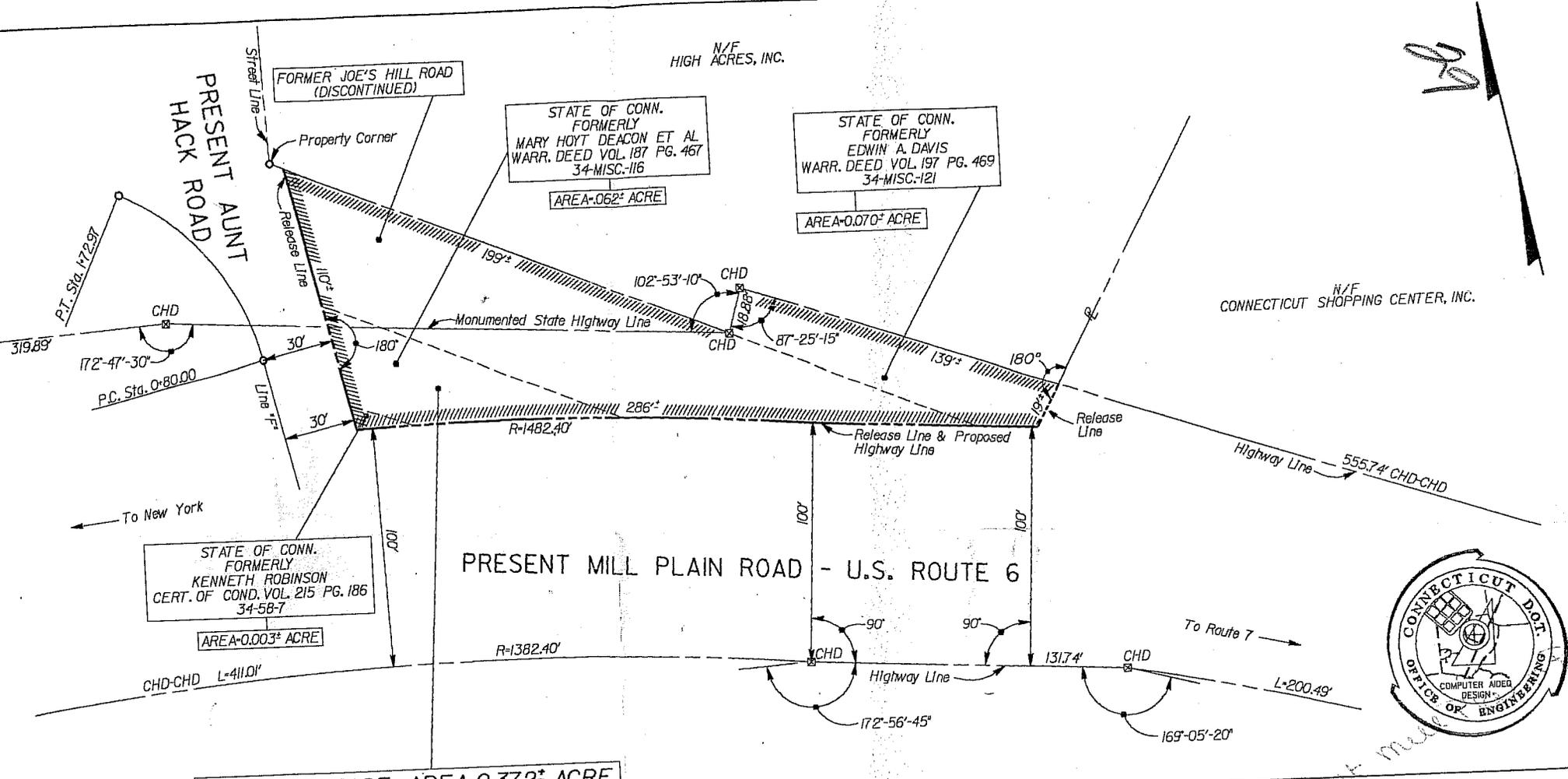
FLB:b

() Interested

() Not interested

Chief Executive Officer or Officers

Date _____



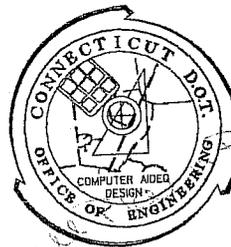
N/F
HIGH ACRES, INC.

STATE OF CONN.
FORMERLY
MARY HOYT DEACON ET AL
WARR. DEED VOL. 187 PG. 467
34-MISC-116

STATE OF CONN.
FORMERLY
EDWIN A. DAVIS
WARR. DEED VOL. 197 PG. 469
34-MISC-121

STATE OF CONN.
FORMERLY
KENNETH ROBINSON
CERT. OF COND. VOL. 215 PG. 186
34-58-7

TOTAL RELEASE AREA=0.372[±] ACRE



I HEREBY CERTIFY THAT THIS MAP AND SURVEY ARE SUBSTANTIALLY CORRECT AND WERE PREPARED IN ACCORDANCE WITH THE STANDARDS OF A CLASS D SURVEY AS DEFINED IN THE CODE OF PRACTICE FOR STANDARDS OF ACCURACY OF SURVEYS AND MAPS, ADOPTED DECEMBER 10, 1975 AS AMENDED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC. TO THE BEST OF MY KNOWLEDGE AND BELIEF.

TOWN OF DANBURY
MAP SHOWING LAND RELEASED TO
BY
THE STATE OF CONNECTICUT
U.S. ROUTE 6

Drawn By M.J.C. Date 3-16-88
Checked By M.J.P. Date 3-16-88
File: 034MIS121RMB

DATE	REVISION	REQ. BY

TOWN NO. 34
PROJECT NO. 34-MISC.
SERIAL NO. 121A
SHEET 1 OF 1

TITLE Trans. Div. Eng. (Surveys)
DATE May 1988

SCALE 1" = 40'
ROBERT W. GUBALA
TRANSPORTATION CHIEF ENGINEER

R.O.W. Map 34-01 Sheet 4A

May 19 88
BUREAU OF HIGHWAYS



received
6/21/88

FRANCISCO L. BORGES
TREASURER

State of Connecticut

OFFICE OF THE TREASURER

June 15, 1988

EDWARD J. FORAND JR.
DEPUTY TREASURER

30

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

Dear Mayor Sauer:

Re: State Land to be Sold: Northerly side of present Mill Plain Road -
U. S. Route 6 - Map Number 34-Misc-120B
Size: 0.014± acre

Section 3-14b of the General Statutes of Connecticut provides that prior to the sale of state owned land, the State Treasurer shall first notify in writing the Chief Executive Officers of the municipality in which the land is situated of the state's intention to sell such land.

This letter shall serve as notification pursuant to the statute concerning the parcel or parcels of land described above. Subsection (a) of the statute requires the municipality to give written notice to the state of the municipality's desire to purchase such land, subject to the conditions of sale acceptable to the state.

If the Chief Executive Officer or Officers of the municipality fail to give notice to the state of the municipality's desire to purchase said land within forty-five days, the municipality shall have waived its right to purchase said land.

Please advise if the municipality is interested, or is not interested, in acquiring this subject property. Send your notification to: Annette Sanders, Counsel to the Treasurer, State of Connecticut, 20 Trinity Street, Hartford, Connecticut 06106.

Sincerely yours

FRANCISCO L. BORGES
STATE TREASURER

FLB:b

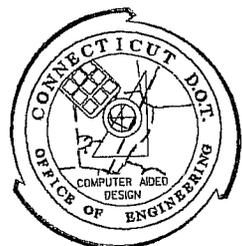
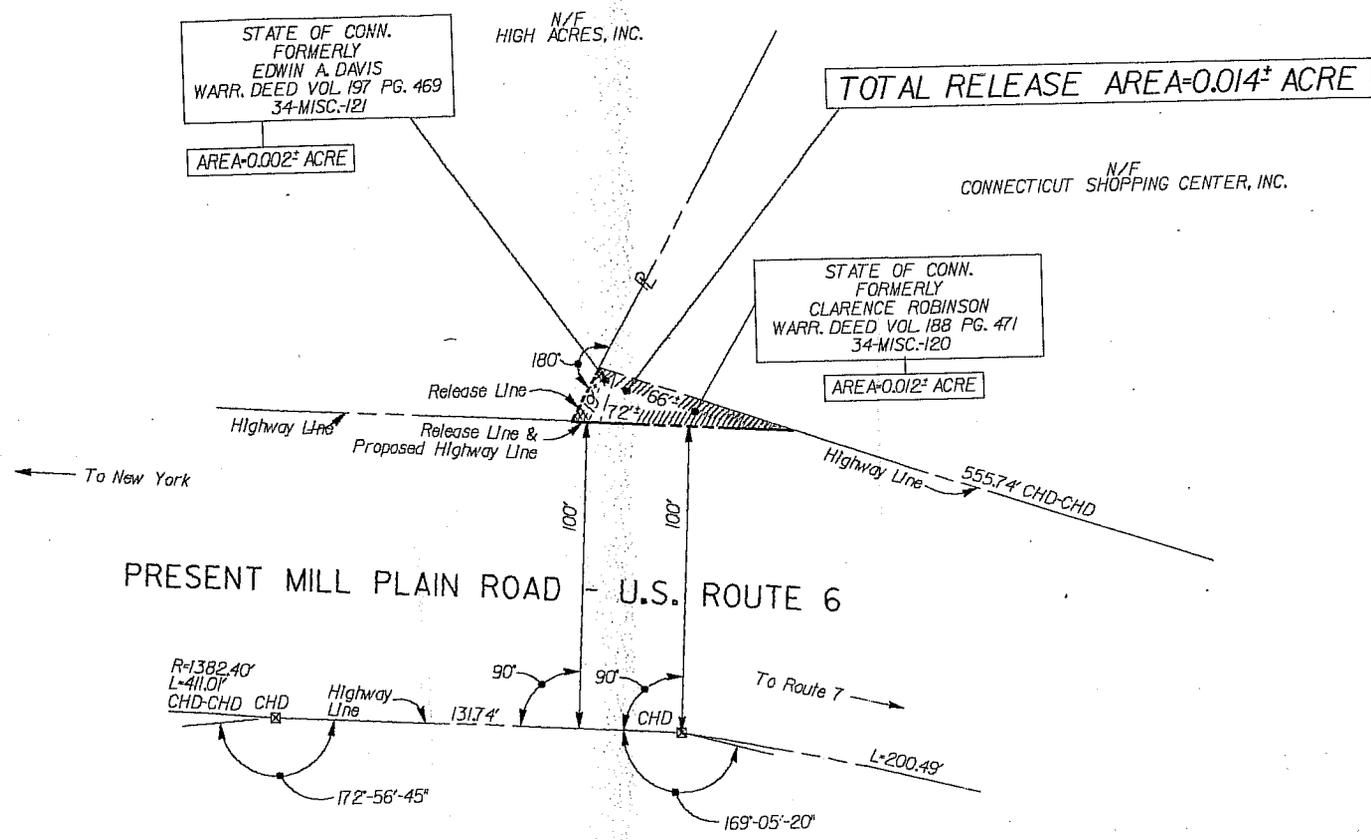
() Interested

() Not interested

Chief Executive Officer or Officers

Date _____

du



I HEREBY CERTIFY THAT THIS MAP AND SURVEY ARE SUBSTANTIALLY CORRECT AND WERE PREPARED IN ACCORDANCE WITH THE STANDARDS OF A CLASS D SURVEY AS DEFINED IN THE CODE OF PRACTICE FOR STANDARDS OF ACCURACY OF SURVEYS AND MAPS ADOPTED DECEMBER 10, 1975 AS AMENDED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS INC. TO THE BEST OF MY KNOWLEDGE AND BELIEF.

TOWN OF DANBURY
MAP SHOWING LAND RELEASED TO
BY
THE STATE OF CONNECTICUT
U.S. ROUTE 6

DATE	REVISION	REQ. BY

TOWN NO. 34
PROJECT NO. 34-MISC.
SERIAL NO. 120B TITLE Trans. Div. Eng. (Surveys)
SHEET 1 OF 1 DATE May 1988

Drawn By M.J.C. Date 5-4-88
Checked By M.J.P. Date 5-4-88
034MIS120.RMB

SCALE 1" = 40'
ROBERT W. GUBALA
TRANSPORTATION CHIEF ENGINEER
BUREAU OF HIGHWAYS
May 19 88



31

CITY OF DANBURY
DANBURY, CONNECTICUT 06810

HEALTH AND HOUSING DEPARTMENT
20 WEST STREET

(203) 797-4625

June 27, 1988

TO: Danbury Common Council
FROM: Jack S. Kozuchowski
Coordinator of Environmental and
Occupational Health Services
RE: Household Hazardous Waste Collection Day

The Danbury Health Department has been involved in planning a regional collection day for household hazardous wastes generated by our residents. The purpose of this memo is to briefly describe the program and it's needs, request funding to execute a collection day for Fall, 1988 and to request appropriate representation for an interlocal commission to develop agreements between the participating municipalities.

A. Household Hazardous Waste Collection - Description of the Project

"Household hazardous materials" include substances such as pesticides, flammable materials, corrosives, explosive materials, solvents or other products or substances that are present in the dwellings of City residents. Currently, the mode of handling these materials by Danbury residents is by one of the following processes:

- 1) Disposing of the materials in household trash. This is an unacceptable practice; these hazardous materials will end up in our landfill, leach into the groundwater and may preclude the use of the horizontal expansion of the site, if water quality becomes contaminated.
- 2) Burying hazardous household products in the "backyard" of the homesite. This alternative is equally unacceptable, threatening individual water supplies and spreading toxic material throughout the City environment.
- 3) Contracting with a licensed hazardous waste hauler. Most private hazardous waste contractors will not service individual residents and would be prohibitively expensive for a dedicated pick-up of a small quantity of household hazardous materials.

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4) Permanent storage of these materials in the home.

Some materials could be permanently "stored", if it is not explosive, if they can be kept permanently out of reach of children and if the integrity of the containers holding the materials remains intact. However, this option is not likely to be acceptable as a permanent solution and residents would eventually turn to one of the other means of disposing these materials from their households.

The purpose of a household hazardous waste collection day, is to provide Danbury residents with a viable alternative for disposal of these materials which is environmentally acceptable. In order to be effective, the collection days need to be conducted routinely, providing residents with a dependable outlet for disposing toxic household products and to maintain a public education initiative on proper handling and disposal of these materials.

The last time Danbury conducted such an event was in 1986. As indicated by the enclosed report, our initial effort yielded a small response from Danbury residents, indicating the need for wider exposures and more frequent collections.

In order to maximize the cost effectiveness and to obtain a broader range of publicity, we are attempting to organize a regional collection day with the towns of Bethel, Brookfield, New Fairfield and Newtown. The City of Danbury has been designated as the host community for the proposed regional collection, by virtue of the best available site for conducting this event - the Public Works garage on Newtown Road. In addition to providing the site, Danbury would "front" the cost (with reimbursement after the collection, as described in B, below) and would execute agreements with the contractor and area towns.

B. Request for Funding

1) "Fronted" Costs

In order to conduct the household hazardous waste collection day, a budget of \$42,000 is requested. The major portion of the expense (approximately \$40,000) is projected to cover the fee for a licensed hazardous waste contractor to unload, pack, transport and dispose of the household hazardous waste collected during the event. The balance of the funding would cover publicity and personnel costs for Police and Fire protection of the site.

2) Reimbursable Costs

As indicated below, the major portion of the \$42,000 which is required to run the collection would be

Initial Request For Funding From Common Council	\$42,000
Maximum Grant Reimbursement From State For Contractor Services*	20,000
	<hr/>
Cost of Collection to be Divided by the Four Participating Municipalities	\$22,000

Hence, the ultimate cost to Danbury for this event would be in the range of \$5,000-\$10,000.

3) Resolution for Grant Application

In order to affectuate the application process for State funding of this event, a resolution is required from the Council. The resolution authorizing the Mayor to enter into an agreement with the State for this funding, is enclosed.

4) Interlocal Agreements

Agreements must be executed between Danbury and each of the participating towns to provide for the shared responsibility of this collection and a process for an equitable reimbursement of their share of the collection costs. The Office of the Corporation Counsel has advised us that an "interlocal agreement commission" (as provided by Section 7-339 of the General Statutes, see enclosure) is the appropriate mechanism to develop and execute these agreements. Please appoint representation from Danbury to organize an interlocal agreement commission for this purpose.

If you have any questions regarding the household hazardous waste collection program, please do not hesitate to call.

* Depending upon the balance of the State's Grant Fund for Household Hazardous Waste Collections for 1988-1989, 50% of the cost of contractual services would be reimbursed to the City after the event. Based upon the three year history of the State program, all grant applications which were submitted in the beginning of the State's fiscal year for fall collection days were funded for the full 50%. However, it should be noted that the State's funding for these grants are distributed to municipalites on a first come, first serve basis. If the fund is reduced by numerous grant approvals, the percentage of State reimbursement to the City for the collection could be reduced.

Jack S. Kozuchowski
Jack S. Kozuchowski



CITY OF DANBURY
DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

HEALTH AND HOUSING DEPARTMENT
20 WEST STREET

(203) 797-4625

October 28, 1986

TO: William P. Quinn
Director of Health

FROM: Jack S. Kozuchowski
Coordinator of Environmental and
Occupational Health Services

RE: Household Hazardous Waste Collection Day - Final Report

On Saturday October 25, 1986 the Health and Housing Department coordinated and directed the City's first household hazardous waste collection day. By this correspondence, I report the outcome of this event, in terms of arrangements, costs to the City and the degree of success.

I. Arrangements.

The collection day was sponsored by the City of Danbury, funded by a special allocation of \$40,000 to the Health and Housing Department's Budget. The City retained the services of MacDonald and Watson Waste Oil Company, a licensed hazardous waste contractor to collect, transport and dispose of the materials generated from the event. The Public Works Department provided the site of collection at the Public Works complex on Newtown Road, in front of building 1.

Publicity was provided by public service announcements and advertisements in the media, educational programs in the Danbury secondary schools, mass mailing through the primary schools and exposure through posters and brochures which were placed in public areas of the community. Union Carbide Corporation provided the printing services for the publicity campaign. The Danbury Public School system assisted in the distribution of printed materials and the educational programs.

The collection opened at 8:00 A.M. for disposal of hazardous materials from City Department's and the school system's science program. At 9:00 A.M. we opened for the general public, who brought household hazardous waste in their vehicles to the collection point. The League of Women Voters provided volunteers for the registration of vehicles and the distribution of educational literature regarding household

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chemical hazards. We arranged to have a sufficient number of technicians, provided by the contractor, so that no City employee or volunteer had to unload, dispose or handle the chemical materials in any way. The City Health and Housing Department staff was on site all day to direct the collection, pre-inventory the wastes at the registration point and to conduct periodic quality control and inventory checks on the wastes received by the contractor. No major problems or incidents occurred during the course of the day. The collection closed at 3:00 P.M.. By 4:00 P.M., all wastes were packed and manifested, a final inventory check was made and the site was thoroughly cleaned and checked before the contractor was released.

II. Costs.

The following table itemizes all costs associated with the collection, indicates the reimbursed share from the State of Connecticut and nets the total cost to the City for conducting the collection program:

<u>Item</u>	<u>Cost</u> <u>Service</u>
Publicity-Newspaper Advertisements	\$800
Personnel Cost- City Employees	\$350
<u>Disposal Cost</u>	
1. Set-up/labor	\$4,288
2. Disposal Costs (approximate)	\$6,669
3. Expendable Items	\$1,600
4. Other Expenses (supplies, food etc.)	\$ 20
<hr/>	
Total Cost of collection day	\$13,727
Less 50% reimbursement from State of Connecticut	\$6,863
Net cost to City of Household Hazardous Waste Collection Day	\$6,863

III. Evaluation of the Program.

A. Value to the Community.

There are 3 ways to assess the degree of success of a household hazardous waste collection day: quantity of turnout, quality

of response and educational value.

- 1. Community Response. A total of 102 residents participated in the collection day, representing approximately 0.5% of total households in the City. Also, 5 City Departments disposed of hazardous waste along with a load of reagent chemicals from the science program of the Danbury Public Schools.

It is difficult to judge the success of the program based on numbers of participants. It is better to evaluate the program in terms of the volume collected - 27 drums of waste, including pesticides, oils, solvents, acids and paints - which would have otherwise resulted in continued storage of these toxic materials in the household, in City Hall or in the Schools (or improper disposal of these materials in the ground or in the sewers).

The response from those who participated in the program was very supportive. Most residents expressed the opinion that the City should hold such collection days on a regular basis. Toxic chemicals which were previously stored in the Public Works Department, Tree Department, Water Department, Sewer Department and Health Department and which were a source of employee complaints, were also disposed at the collection.

- 2. Public Education. The other function of the collection day was to increase the awareness of the community to responsible alternatives of handling and disposing commercial products which contain hazardous materials. Our publicity campaign included information on the proper use and disposal of household chemical products, including a checklist of home products that may contain hazardous materials. An educational program was conducted in the Danbury secondary schools which featured the League of Women Voter's video, "Household Hazardous Wastes: Everyone's Problem". Finally, informational materials were distributed to participants of the collection day which included a list of non hazardous substitutes for commercial chemical products that are used in the household.

The household hazardous waste collection program will begin to raise the awareness in the community regarding chemical hazards that exist in the home, and of responsible alternatives to using and disposing of these materials. However, in order for such a program to be successful, it should be conducted on a routine basis.

IV. Summary and Recommendations.

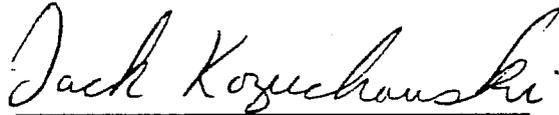
- A. The household hazardous waste collection day provided the Danbury community with the opportunity for disposing of hazardous chemicals in an environmentally sound manner.

- B. The total cost of the program was \$13,727. The net cost to the

October 28, 1986

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- C. The design of the program proved to be effective in handling the wastes which were received. The large capacity and layout of public works garage, the pre-registration of the vehicles and the arrangement of having 6 chemical technicians on site provided a service structure which far exceeded the volume of waste received from participating residents. Future collection events -including regional collection days involving Danbury - should always be overdesigned in the capacity of these services.
- D. In order for the program to be effective, it should be conducted on a periodic basis. The waste collection should always be preceded by mass publicity and public education campaigns. The Department of Environmental Protection should be encouraged to institutionalize these collection events, state-wide, on an ongoing basis.
- E. In planning future household hazardous waste collection days involving Danbury, a multi-community approach should be considered. Involving two or more municipalities would increase the cost effectiveness of the event and would provide a broader exposure to the program.



Jack S. Kozuchowski

JSK:jg

cc: Mayor James Dyer
Danbury Common Council
Leonard Sedney
Dominic Setaro
Richard Lynn, HVCEO
Department of Environmental Protection Hazardous
Materials Management Unit

§ 7-339b. Subjects of interlocal agreements

(a) Any public agency of this state may enter into interlocal agreements with any public agency or agencies of this state or any other state or states providing for any of the following:

(1) The exchange, furnishing or providing by one or more of the contracting public agencies to one or more of the other contracting public agencies, or the furnishing or providing for the joint use or benefit of the several contracting public agencies, of services, personnel, facilities, equipment or any other property or resources for any one or more of the following purposes or uses: Fire prevention and fire fighting; police protection and police services; supply of water, gas or electricity; garbage collection and disposal; sewer lines and sewage treatment and disposal; ~~refuse collection and disposal~~, and establishment or use of public dumps; storm drainage; establishment or use of airports or landing fields; public entertainment and amusement; establishment or use of parks, public gardens, gymnasiums, playgrounds, swimming pools, community centers, recreation centers or other recreational areas or facilities; establishment and preservation of open spaces; control of air and water pollution; planning services; engineering services; lighting; ambulance service; fire and police radio and communication systems; hospital service; public health services; mental health services; establishment or care of cemeteries; library or bookmobile services; suppression or control of plant and animal pests or diseases; flood control; water conservation; public shade tree protection services; traffic services; transportation services; redevelopment services, and publicizing the advantages of the region.

(2) The establishment of an interlocal advisory board or boards to recommend programs and policies for cooperative or uniform action in any fields of activity permitted or authorized hereunder for each contracting public agency, and from time to time to advise with the appropriate officials of the contracting public agencies in respect to such programs, policies or fields of activity.

(3) The establishment and maintenance of interlocal employees or officers of the contracting public agencies for the purpose of administering or assisting in any of the undertakings contemplated by subdivision (1) hereof or for the purpose of performing services for an interlocal advisory board as authorized by subdivision (2) hereof. Such employees or officers, if not continuing in or eligible for the merit system, insurance and pension benefits and status of employment with a contracting

Approved 1/6/87

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RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the State of Connecticut Department of Environmental Protection approved the plan of the City of Danbury for the conduct of Hazardous Waste Day on November 5, 1988 and

WHEREAS, the Common Council of the City of Danbury on _____ authorized City funding for said Hazardous Waste Day; and

WHEREAS, the City of Danbury is desirous of obtaining reimbursement in the form of a State of Connecticut grant from the Connecticut Department of Environmental Protection for the funding of said Hazardous Waste Day in the approximate amount of \$20,000.

NOW, THEREFORE, BE IT RESOLVED THAT to accomplish said purpose, Joseph H. Sauer, Mayor of the City of Danbury, be authorized to file application, execute a contract for the grant and take any other necessary action for this purpose.



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CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

June 29, 1988

Dear Common Council Members,

I respectfully request that you form a committee to review the city's proposal to condemn certain properties along Federal and Eagle Roads in Danbury.

A similar condemnation authority -- designed to allow the city to open a new entrance and exit to Commerce Park -- had been granted by the Council previously, but that authorization has since expired and needs to be renewed.

In addition, our review of the city's regulations for driveways which service industrial subdivisions has shown the need to acquire slightly more land than previously thought.

By the time your committee meets, the appropriate surveying maps and appraisals will be available for your perusal.

I would further request that you refer this matter to the Planning Commission for its review and input.

Sincerely yours,

Joseph H. Sauer, Jr.
Mayor



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

**DEPARTMENT
OF FINANCE**

June 20, 1988

To: Common Council Via Certification #1
Mayor Joseph H. Sauer

From: Dominic A. Setaro, Jr., Acting Director of Finance -
Comptroller

Attached you will find the city's final application for funds under the State of Connecticut's Municipal Infrastructure Trust Fund. These monies are to be used to supplement the city's 1988-1989 road repaving program. The attached application must be approved by the Common Council and sent to the State of Connecticut. I would suggest you place this item on the July agenda of the Common Council. Our deadline for submission to the state is October 31, 1988. I would also like to point out that the city's match is equal to 15% or \$28,183. We currently have \$26,000 available. (\$6,000 East King Street paving and \$20,000 1988-89 Capital budget) We will need \$2,183 more and I hereby certify the availability of \$2,183 to be transferred from the 1988-89 Contingency to the Capital budget for rebuild and repave highways account #02-11-000-890006.

Balance of Contingency Fund	\$1,300,000.00
Less Pending Request	-0-
Less this request	2,183.00
	<hr/>
	\$1,297,817.00

Dominic A. Setaro, Jr.

DAS/lag

Municipal Infrastructure Trust Fund Certification

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RESOLUTION

BE IT RESOLVED BY Common Council - OF City of Danbury
(Legislative Body) (Public Entity)

THAT Joseph H. Sauer, Mayor
(Name of Incumbent) (Official Position)
is hereby authorized to execute for and in behalf of City of Danbury, a public entity established under the laws of the State of Connecticut, this application and to file it with the Office of Policy and Management for the purpose of obtaining financial assistance under the Municipal Infrastructure Act.

THAT (1) the project listed below for which grant assistance is requested is an infrastructure project; (2) the project was authorized by the Town/City of Danbury on July 5, 1988. The project is:

(Name of Infrastructure Project)	(State grant requested)
<u>Rebuild and repave highways</u>	<u>\$159,705</u>
(Location a Description of Project)	
<u>City of Danbury all roads (approved). Road repaving.</u>	

THAT the proceeds from the state grant are not to be used as the match for another state grant or loan;

THAT the Town/City of Danbury is appropriating, from the town's/city's own funds, a percentage of the total costs of the project which is equal to or more than the town's/city's matching percentage in the amount of _____; and the local match is not from federal or state grant proceeds.

THAT each grantee will be required to maintain detailed accounting record of the project listed above and ensure that clear and concise audit trails are maintained at all times. It is not necessary that a separate bank account be maintained for each project but if the grant is pooled with other funds for investment purposes, investment earnings, including pro rata distribution computations, be maintained as part of the accounting procedures.

Passed and approved this 5th day of July, 1988.

CERTIFICATION

I, _____, duly appointed and Town/City Clerk of _____, do hereby certify that the above is a true and correct copy of a resolution passed and approved by the _____ of _____
(Legislative Body) (Public Entity)

Signed (Town/City Clerk)

TO: Office of Policy and Management

NOTE: A SEPARATE APPLICATION MUST BE SUBMITTED FOR EACH PROJECT.

<p>a. APPLICANT NAME City of Danbury</p> <p>b. GOVERNMENT UNIT Comptroller's Office</p> <p>c. NO. AND STREET OR P.O. BOX NO. 155 Deer Hill Avenue</p> <p>d. CITY OR TOWN Danbury, CT</p> <p>e. ZIP CODE 06810</p> <p>CONTACT PERSON (Name and telephone no.) Dominic A. Setaro, Jr. 797-4652</p>	<p>6a. Work Category ("X" One)</p> <p>A <input type="checkbox"/> NEW CONSTRUCTION B <input checked="" type="checkbox"/> RECONSTRUCTION</p> <p>6b. Project Type ("X" Applicable Box)</p> <p>A <input checked="" type="checkbox"/> ROAD SYSTEMS B <input type="checkbox"/> PUBLIC BUILDINGS</p> <p>C <input type="checkbox"/> DAMS OR BRIDGES D <input type="checkbox"/> SOLID WASTE FACILITIES</p> <p>E <input type="checkbox"/> SEWER AND STORM WATER FACILITIES F <input type="checkbox"/> PARKS</p> <p>G <input type="checkbox"/> WATER TREATMENT FILTRATION, MAINS</p>	<p>7. WORK ACCOMPLISHED BY <input checked="" type="checkbox"/> CONTRACT <input type="checkbox"/> FORCE ACCOUNT</p> <p>6a. ESTIMATED START DATE (Mo., Day, Yr.) 8/10/88</p> <p>6b. ESTIMATED COMPLETION DATE (Mo., Day, Yr.) 11/30/88</p> <p>6c. Is the grant going to reimburse completed work? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>6d. FUNDS WILL BE USED FOR <input checked="" type="checkbox"/> DIRECT PROJECT COSTS <input type="checkbox"/> DEBT SERVICE</p>
--	---	---

FACILITY (Location, identification and description)

All improved city streets according to priority list.

DESCRIPTION OF PROPOSED WORK

Funds to be used to continue the city's rebuilding and repairing of streets. City's match of project to come from 1987-88 Capital budget unexpended (\$6,000) and 1988-89 Capital budget \$22,183. All funds to be expended after 8/10/88.

11. ESTIMATED COST OF WORK

Quantity	Unit	Materials and/or Description	Unit Price	Cost
		See copy of bid results.		\$187,888

Grant Amount \$ _____ + Required Match \$ _____ + Excess Match \$ _____ = **Project TOTAL \$ 187,888**

PROJECT COST <u>\$187,888</u> REQUIRED MATCH <u>28,183</u> ENTITLEMENT REQUESTED = <u>159,705</u>	TOTAL ENTITLEMENT <u>\$159,705</u> Balance 86-87 ENTITLEMENT USED IN THIS APPLICATION <u>(159,705)</u> TOTAL ENTITLEMENT REMAINING = <u>-0-</u>
---	---

<p>3. Approved by _____ Municipal Chief Executive Officer: Print or Type Name</p>	<p>DATE APPROVED _____ SIGNATURE _____</p>
<p>4. Technical Review Conducted by OPM:</p>	<p>DATE APPROVED _____ SIGNATURE _____</p>
<p>5. Approved by State Program Director:</p>	<p>DATE APPROVED _____ SIGNATURE _____</p>
<p>6. Approved by Secretary, Office of Policy and Management:</p>	<p>DATE APPROVED _____ SIGNATURE _____</p>



received
6/17/88

CITY OF DANBURY
DANBURY, CONNECTICUT 06810

34

FIRE DEPARTMENT
19 NEW STREET

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

June 16, 1988

To: Mayor Joseph H. Sauer, Jr.
From: Charles J. Monzillo, Chief Fire Executive
Subject: Request Change of Wording
(Sec.8-15 (b) Duties of Fire Marshal)

The present wording in the Code of Ordinances, Sec. 8-15, Duties of the Fire Marshal, Paragraph b, reads:

"When the Fire Marshal is lawfully absent from duty, the Assistant Chief assigned by the Fire Chief shall assume all the duties and responsibilities of the Fire Marshal".

As the position of Assistant Chief no longer exists and the City Union contract is in conflict with Section b, I hereby request that a change be made in the Code of Ordinances, Sec. 8-15 (b) to read:

"When the Fire Marshal is absent from duty, the senior State-certified Deputy Fire Marshal regularly assigned to and on duty in the Fire Prevention Bureau shall assume all the duties and responsibilities of the Fire Marshal".

The above wording in paragraph 3 complies with the intent of Article XII Section 3 - City/Union Agreement (Pg.10).

I request that the Ordinance Section 8-15 (b) be amended.

Sincerely,


Charles J. Monzillo
Chief Fire Executive

CJM:mw
3b
wordchan

c:E.Gottschalk, Asst. Corporation Counsel
A.Schacht, Fire Marshal

6/20/88

35

63 Long Ridge Road
Danbury, CT 06810

19 June 1988

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

Dear Mayor Sauer:

The Long Ridge Road section of Danbury has some very unique homes that make a distinct contribution to the historic nature of our community. Because of this, a commission had been appointed two years ago to pursue the establishment of an historic district in this area.

In order to expedite this process, we respectfully request that you either reappoint that commission so that it can resume its work or reappoint a commission of your own choosing. Much of the historic research has already been completed and with your approval, our work should be able to move ahead rapidly.

Thank you for your cooperation in this regard. Councilman Erriquez is very familiar with this project and either he or we with him would be most willing to discuss this with you or your staff.

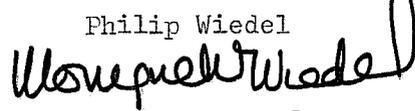
Yours sincerely,



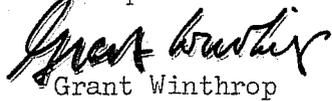
John A. Leopold



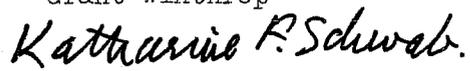
Philip Wiedel



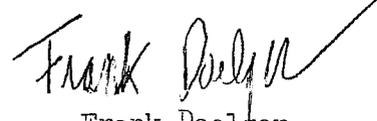
Monique Wiedel



Grant Winthrop



Katharine F. Schwab



Frank Doelger



Bruce Harmon

cc: Fifth Ward Councilmen
Gene Erriquez
Steven Flanagan

63 Long Ridge Road Danbury, CT 06810

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

ATTORNEYS AT LAW

148 DEER HILL AVENUE-PO. 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
CHRISTINE M. ELLIS
PAUL JAMES GARLASCO
C. ANTHONY VOURNAZOS
EVA M. DEFranco

*ALSO ADMITTED KENTUCKY AND NEVADA

AREA CODE 203
744-2150

TELECOPIER: (203) 791-1126

June 23, 1988

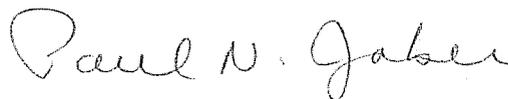
Ms. Betty Crudginton
City Clerk
155 Deer Hill Avenue
Danbury, CT 06810

Re: Charter Revision Commission

Dear Betty:

Enclosed herewith please find copies of proposed revisions to the Danbury Charter, together with a letter of transmittal to the members of the Common Council. I would please ask that you distribute the enclosed copies to the members of the Common Council for their review. Thank you.

Yours very truly,



Paul N. Jaber
Chairman
Charter Revision Commission

PNJ:emb
Enclosures
HAND DELIVERY

cc: Charter Revision Commission Members
Richard Arconti, Esq.
Mr. Michael Seri with enclosures

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CHARTER REVISION COMMISSION
City of Danbury

June 22, 1988

Honorable members of the Common Council

Re: Proposed revisions to the Danbury Charter

We are pleased to transmit to you the attached proposed revisions to the Danbury Charter.

Since its creation by you at your February, 1988 meeting, the Charter Revision Commission has met on a weekly schedule. We have held the required public hearing, at which testimony was given by former Mayors of Danbury. We have held a long series of hearings with invited witnesses, or solicited written testimony from many individuals. They have included Mayor Sauer; Treasurer Green; City Clerk Crudginton; members of the Common Council; the heads of city departments and agencies affected by Charter provisions; and expert witnesses Dr. Douglas Fox, head of the Public Administration Department at WestConn, Dr. James Wilson, of the Barney School of Business and Public Administration at the University of Hartford, and Donald W. Goodrich, a recognized and acclaimed consultant specializing in Connecticut municipal charters. The Commission has additionally been expertly guided by its own counsel, Attorney Richard Arconti of Secor, Cassidy and McPartland.

The Commission has carefully reviewed those sections of the Charter which you specifically identified for its consideration, with the following preliminary results:

1. Not to stagger the terms of the Zoning Commission;
2. Apply minority representation to the at-large members of the Common Council;
3. Make no change in the succession and position of the presiding officer of the Common Council;
4. Allow the Common Council to hear the public address it at any time during its meetings, rather than in the last half-hour;
5. Permit the Council to designate standing committees, subject to a reasonable rotation of the chair;
6. Abolish the position of Director of Finance, change the name of the Comptroller to Director of Finance, and strengthen the qualifications;
7. Modify the provisions for purchasing procedures;
8. Strengthen the qualifications for Planning Director;

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9. Raise the threshold for a required bonding referendum;
10. Make no change to the provisions on conflict of interest;
11. Conform to state statute the preference in municipal contract awards to citizens of the Danbury labor market; and
12. Make no change in the appointment power of the Mayor and confirmation duties of the Council.

In addition, the Commission proposes:

13. The City Clerk be elected by the Council, and not the voters;
14. The Treasurer be designated a part-time position;
15. The transition period for newly elected officials be extended to the first business day of December after the elections;
16. The creation of a bipartisan Reapportionment Advisory Commission every decade to advise the Council regarding reapportionment of the wards;
17. Changing from 30 to 40 days the time in which the Council shall fill a vacancy in an elective office;
18. Provisions to deal with the absence of the Treasurer, his disability, or a vacancy in the office;
19. Appointing rather than electing the city's Constables;
20. Changing the maximum term for bonds from 15 years to 20 years; and
21. A number of language changes clarifying confusing or ambiguous provisions.

We are happy to note that your request for action that will allow submission of the proposals to the voter this November can be met. To do so, the following time table must be met:

(1) The Council must hold a public hearing during July.

(2) If the Council wishes to make any changes in the Commission's proposal, it should do so no later than its August regular meeting. If you have no changes, you may choose to send the proposal to the voters.

(3) The Commission will review any proposed changes, and return its final proposal to the Council at your September regular meeting. The Council may then choose to send the proposal to the voters.

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If any of these steps take longer than the time outlined, any referendum on the changes could be scheduled only later than the November general election.

We have also considered the means of presentation to the voters, and recommend that the Council offer the proposal as four separate questions:

- (1) Dealing with minority representation;
- (2) Dealing with the office of city clerk and paid Council staffing;
- (3) Dealing with standing committees; and
- (4) Dealing with all the remaining proposals, which are important, but which we consider to be more in the nature of housekeeping and updating, and lack a large measure of controversy.

The Commission wishes to especially note the contribution made by its secretary, Ms. Ellen Brandi, who has provided outstanding staff assistance to us.

We expect to attend the Council's public hearing on the Charter, to answer any questions you may have regarding our proposals.

Respectfully submitted,

Paul N. Jaber

Paul N. Jaber
Chairman

Joseph J. Durkin
Vice Chairman

Lovie Bourne

Ann Boynton

Evo J. Butera

Robert D. Godfrey

John A Leopold

Peter A. Molinaro

Robert J. Yamin

INTRODUCTION

As to each proposed change, the charter provision currently in effect will be set forth, with a cross-through of the language that is sought to be changed, followed by the revised language set forth in capital letters and underlined.

In the event the entire section or subsection is to be deleted, it will be so indicated and the new provision will be set forth entirely in capitals.

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Section 2-2 MUNICIPAL ELECTIONS.

A. A general City election shall be held on the first Tuesday after the first Monday of November in ~~1979~~ EACH ODD YEAR and biennially-thereafter. The following officers shall be elected for the terms specified at such election or at the election otherwise stated.

Section 2-2A.b.

b. A Common Council consisting of twenty-one (21) members, two (2) from each ward, and seven at large, all of whom shall serve a term of two (2) years. THERE SHALL BE MINORITY REPRESENTATION AMONG THE SEVEN AT LARGE MEMBERS OF THE COMMON COUNCIL, TO BE DETERMINED IN ACCORDANCE WITH THE PROVISIONS OF SECTION 9-167a C.G.S.. THE MAXIMUM NUMBER OF AT LARGE MEMBERS OF THE COMMON COUNCIL WHO MAY BE MEMBERS OF THE SAME POLITICAL PARTY SHALL BE FOUR.

Section 2-2A.d.

Section 2-2 A. d. shall be deleted.

Section 2-2A.e.

~~e.~~ d. A Treasurer who shall serve a term of two years AND WHO SHALL SERVE ON A PART TIME BASIS and who shall have the powers and duties prescribed by Section 6-1 of this Charter.

Section 2-2A.f.

Section 2-2 A. f. shall be deleted.

Section 2-2A.g.

~~g.~~ e. A Town Clerk who shall serve a term of two (2) years.

Section 2-2A.h.

~~h.~~ f. (1) A Zoning Commission consisting of nine members who shall be electors of the City, all of whom shall serve a term of two (2) years.

B. The terms of all municipal officers shall commence at twelve (12) noon on the ~~second Monday~~ FIRST BUSINESS DAY OF DECEMBER following their election and they shall hold office until their successors have been chosen and qualified.

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Section 2-3 MINORITY REPRESENTATION. Minority representation on any elective or appointive board, commission, LEGISLATIVE BODY, committee or similar body of the City shall be in conformity with the appropriate minority representation provisions of the General Statutes as may be in effect from time to time.

Section 2-4 Section 2-4 is to be deleted and the following substituted in lieu thereof:

REAPPORTIONMENT OF WARDS AND VOTING DISTRICTS. THE WARDS AND VOTING DISTRICTS AS PRESENTLY ESTABLISHED SHALL CONTINUE THROUGH THE GENERAL CITY ELECTION OF 1991 AND THROUGH ANY SPECIAL ELECTIONS WHICH MAY BE HELD BEFORE A REAPPORTIONMENT PLAN IS ADOPTED AS PROVIDED IN THIS SECTION.

ON OR BEFORE FEBRUARY 15, 1992, AND EVERY TEN YEARS THEREAFTER, THERE SHALL BE DESIGNATED A REAPPORTIONMENT ADVISORY COMMISSION WHICH SHALL PREPARE A PLAN TO ALTER THE BOUNDARIES OF THE VARIOUS WARDS SO AS TO MAKE ALL WARDS SUBSTANTIALLY EQUAL IN POPULATION CONSISTENT WITH FEDERAL CONSTITUTIONAL STANDARDS.

THE REAPPORTIONMENT ADVISORY COMMISSION SHALL CONSIST OF FIVE MEMBERS, ALL OF WHOM SHALL BE ELECTORS OF THE CITY. TWO MEMBERS SHALL BE APPOINTED BY THE MAJORITY LEADER OF THE COMMON COUNCIL, AND TWO MEMBERS SHALL BE APPOINTED BY THE MINORITY LEADER OF THE COMMON COUNCIL, IN THE EVENT THAT THERE ARE MEMBERS OF NO MORE THAN TWO POLITICAL PARTIES ON THE COMMON COUNCIL. IN THE EVENT THERE ARE MEMBERS OF MORE THAN TWO POLITICAL PARTIES, OR MEMBERS OF TWO POLITICAL PARTIES AND MEMBERS UNAFFILIATED WITH A POLITICAL PARTY, THE MEMBERS OF THE COMMON COUNCIL WHO ARE NOT A MEMBER OF THE MAJORITY POLITICAL PARTY SHALL SELECT ONE OF THEIR NUMBER, WHICH PERSON SHALL DESIGNATE TWO MEMBERS OF THE COMMISSION IN LIEU OF THE DESIGNATION BY THE MINORITY LEADER. THE FOUR MEMBERS SO DESIGNATED SHALL WITHIN THIRTY DAYS UNANIMOUSLY SELECT THE FIFTH MEMBER.

ON OR BEFORE THE SEPTEMBER 30 NEXT OCCURRING, THE REAPPORTIONMENT ADVISORY COMMISSION SHALL SUBMIT A PLAN OF REAPPORTIONMENT TO THE COMMON COUNCIL, WHICH PLAN SHALL BE BASED UPON THE POPULATION FIGURES AS REPORTED IN THE MOST RECENT U.S. CENSUS. NO PLAN SHALL BE SUBMITTED TO THE COMMON COUNCIL UNLESS IT IS CERTIFIED BY

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AT LEAST THREE MEMBERS OF THE COMMISSION. UPON RECEIVING THE PLAN, THE COMMON COUNCIL SHALL CONSIDER THE PLAN IN THE SAME MANNER AS AN ORDINANCE. THE PLAN SUBMITTED TO THE COUNCIL IS OF AN ADVISORY NATURE ONLY, AND SHALL NOT BE BINDING UPON THE COUNCIL.

IF THE REAPPORTIONMENT ADVISORY COMMISSION FAILS TO SUBMIT A PLAN BY SEPTEMBER 30, THE COMMON COUNCIL SHALL PREPARE ITS OWN PLAN OF REAPPORTIONMENT.

IN ANY EVENT, WHETHER OR NOT THE REAPPORTIONMENT ADVISORY COMMISSION SUBMITS A PLAN BY SEPTEMBER 30, THE COMMON COUNCIL SHALL CONSIDER AND ADOPT A PLAN OF REAPPORTIONMENT BY MARCH 1 NEXT OCCURRING.

Section 2-6

VACANCIES. Except as otherwise provided in the Charter, any vacancy in any elective City office except the Board of Education, from whatever cause, shall be filled within ~~30~~ 40 days by appointment by the Common Council for the unexpired portion of the term or until the next biennial municipal election, whichever shall be sooner, at which election the office shall be filled for the remaining unexpired portion of the term, and such person shall take office on the first Monday following his election. When the person vacating the office shall have been elected as a member of a political party, such vacancy, when filled by appointment, shall be filled by the appointment of a member of the same political party.

Section 2-8

THE TOWN CLERK. The Town Clerk shall have all the powers and duties prescribed by the General Statutes, this Charter and such other powers and duties as may be prescribed by the Council. The Mayor shall appoint and may remove, subject to the merit system in effect in the City, all assistants and employees of the office. The Town Clerk's compensation shall be set by the Common Council and all fees collected shall be paid to the City. ~~The provisions herein concerning appointment of employees, the merit system and compensation of the Town Clerk shall not become effective until such time as the person filling the office of Town Clerk on the effective date of this Charter shall have been succeeded in office by a different person.~~

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Section 3-1 is to be deleted and the following substituted in lieu thereof:

Section 3-1 THE COUNCIL. There shall be a Council consisting of twenty-one members, as provided in Section 2-2, which shall be vested with the legislative power of the City, hereinafter referred to as the Common Council. The members of the Common Council shall be REIMBURSED FOR ACTUAL EXPENSES INCURRED ON COUNCIL BUSINESS WHICH SHALL BE LIMITED BY ORDINANCE ADOPTED BY THE COMMON COUNCIL, AND MAY ALSO BE COMPENSATED FOR THEIR TIME SPENT IN PERFORMING THEIR DUTIES, subject to provisions of Section 7-460 of the General Statutes, as amended. The amount of such compensation shall be determined by the preceding Common Council.

Section 3-3 CITY CLERK. The City Clerk shall be the Clerk of the Council, AND SHALL BE APPOINTED BY THE COMMON COUNCIL AFTER EACH BIENNIAL CITY ELECTION FOR A TERM COTERMINOUS WITH THAT OF THE MEMBERS OF SUCH COMMON COUNCIL. THE COMMON COUNCIL SHALL HAVE THE POWER TO REMOVE THE CITY CLERK BEFORE THE EXPIRATION OF SUCH TERM; IN THE EVENT OF SUCH REMOVAL, THE COMMON COUNCIL MAY APPOINT A SUCCESSOR CITY CLERK TO SERVE FOR THE BALANCE OF SUCH TERM. THE APPOINTMENT AND REMOVAL OF THE CITY CLERK SHALL REQUIRE AN AFFIRMATIVE VOTE OF AT LEAST TWO-THIRDS (2/3) OF THE ENTIRE MEMBERSHIP OF THE COMMON COUNCIL. The City Clerk shall keep for public inspection copies of every proposed ordinance and a record of all proceedings including all roll call votes. All records so kept shall be authenticated by the signature of such Clerk or the President of the Council or both. The Clerk shall be responsible for the publication of such notices of hearing and publication of ordinances as may be necessary and perform such other duties as the Council may determine. The Council may, at any time, appoint an Assistant Clerk or Clerks, who shall, in the absence or disability of the Clerk, perform all the duties of the Clerk, and all records and acts of said Assistant shall have the same validity as the records and acts of the Clerk.

Section 3-4 GENERAL POWERS AND DUTIES. The Common Council shall have the powers and duties which, on the effective date hereof, were conferred by law upon officers, boards and commissions of said City existing immediately prior to such date

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except as otherwise specifically provided in this Charter. The legislative power of the City shall be vested exclusively in the Council. Said Council shall have the power to enact, amend or repeal ordinances not inconsistent with this Charter or the General Statutes of the state; to create or abolish, by ordinance, boards, commissions, departments and offices not provided by the Charter, and the Council may, upon recommendation of the Mayor, contract for services and the use of facilities of the United States or any federal agency, other states or political subdivisions, the State of Connecticut and any political subdivision thereof, or may, by agreement, join with any such political subdivisions to provide services and facilities. The Council is authorized, in adopting ordinances, to incorporate any nationally recognized code, rules, or regulations that have been printed in book form, or any code officially adopted by any administrative agency of the state, or any portion thereof, as they may be amended, by reference thereto in such ordinance; provided, upon adoption of any such ordinance wherein such code, rules or regulations or portions thereof have been incorporated by reference, there shall be maintained two (2) copies of such code, rules or regulations, as amended, in the office of the Town Clerk for examination by the public. Said Council may by resolution regulate the internal operation of boards, commissions and offices which it fills by appointment, and fix the compensation of the registrars of voters and the officers and employees. Said Council may fix the charges, if any, to be made for services rendered by the City or for the execution of powers vested in the City as provided in Chapter I of this Charter. Said Council shall also have all powers granted to municipalities by Section 7-194 of the General Statutes, as amended, and any other powers conferred by the general law or special laws not inconsistent herewith. The Council, at each meeting, shall reserve at least a one-half hour period ~~prior-to-adjournment~~ for the expression of views and opinions by residents and taxpayers of the City on the matters before the Council at such meeting.

Section 3-9

APPROVAL OF ORDINANCES AND APPROPRIATIONS BY THE MAYOR. Every ordinance enacted by the Common Council except an emergency ordinance, or an ordinance relating to the Council or its procedures shall, before it becomes effective,

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be certified to the Mayor for approval within seventy-two (72) hours after enactment by the Council which period shall not include Saturdays, Sundays or legal holidays as designated by the General Statutes. The Mayor shall sign the proposed ordinance, if it is approved, whereupon, subject to the provisions of Section 3-10 of this Charter, it shall become effective. If the Mayor disapproves a proposed ordinance, it shall be returned within five (5) days to the City Clerk with a statement of the reasons for disapproval which statement shall be transmitted by said Clerk to the Council at its next meeting. If the Council shall pass the proposed ordinance by an affirmative vote of at least two-thirds (2/3) of ~~all-its-members~~ THE ENTIRE MEMBERSHIP within seven (7) days after such ordinance has been returned with the Mayor's disapproval, it shall become effective without the Mayor's approval, subject to said Section 3-10. If the Mayor does not return the proposed ordinance within the time required, it shall become effective without approval, subject to said Section 3-10. The Mayor may disapprove or reduce any item or items in any appropriation, whereupon the approved portion of the appropriation shall become effective unless the disapproved or reduced portion thereof is passed by the Council over the Mayor's veto in the manner herein provided, in which case the entire appropriation shall become effective as finally passed.

Section 3-13

COMMITTEES. ~~All~~ Committees of the Common Council ~~shall~~ MAY be ad hoc committees OR STANDING COMMITTEES AS DETERMINED BY THE COUNCIL. HOWEVER, THE COUNCIL SHALL PROVIDE THAT THE CHAIR OF ANY STANDING COMMITTEE SHALL BE ROTATED ON AN ANNUAL OR MORE FREQUENT BASIS.

Section 3-14

INVESTIGATION. The Common Council, ~~or-any-duty appointed-committee-thereof-consisting-of-not less-than-five-(5)-members,~~ OR ANY COMMITTEE THEREOF DULY APPOINTED FOR THE PURPOSE OF CONDUCTING AN INVESTIGATION PURSUANT TO THIS SECTION, WHICH COMMITTEE SHALL CONSIST OF NOT LESS THAN FIVE (5) MEMBERS, shall have power to investigate any and all offices and agencies of the City, and any organization spending City funds, and for such purposes shall have the power to call witnesses to appear to testify on any matter under investigation. If any officer, other than an elected officer, or employee of the City shall, after receipt of notice in

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writing, willfully fails or refuses to appear before the Common Council or such duly appointed committee, or having appeared, shall refuse to testify or answer any question concerning the office or official duties of such officer or employee, or concerning the property, government or affairs of the City, his term or tenure of office or employment shall terminate and such office or employment shall be vacant provided, however, such officer or employee shall be entitled to any further proceeding or hearing concerning dismissal as may be provided by law. The Council shall have the further power to require any office, agency, or other organization spending City funds to disclose information and account for the spending of such funds. Failure to comply with the Council's request shall be grounds for withholding the expenditure of further funds where not otherwise regulated by law.

Section 3-17

PROCEDURE FOR CONVEYING, LEASING REAL ESTATE. All grants and leases of real estate, belonging to said City signed by the Mayor, sealed with the City seal, and approved by at least two-thirds of ~~all-the-members~~ THE ENTIRE MEMBERSHIP of the Common Council ~~at-a-legal meeting~~, and recorded in the town where the real estate granted or leased lies, shall be effectual to convey such estate.

Section 4-1

ELECTION AND QUALIFICATION. In the first general City election under this Charter, a Mayor shall be chosen by the electors of the City. Such Mayor shall serve for a term of two (2) years and until his successor shall be elected and qualified and shall take office on the ~~second-Monday~~ FIRST BUSINESS DAY IN DECEMBER following the City election. The Mayor shall be the Chief Executive Officer of such City and shall receive such compensation as shall be fixed by the Common Council.

Section 4-3

ADMINISTRATIVE ASSISTANT TO THE MAYOR. There shall be an Administrative Assistant to the Mayor who shall be appointed by the Mayor and may be removed by the Mayor; provided, however, that the appointment may be disapproved by a vote of two-thirds (2/3) of ~~all-the-members~~ THE ENTIRE MEMBERSHIP of the Common Council at a meeting held not later than fourteen (14) days following delivery of notice of the appointment to the City Clerk and President of the Common Council. The Administrative Assistant shall not

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be subject to the merit system. Such Assistant shall be chosen on the basis of administrative qualifications, character, education, training and experience in matters of municipal or governmental affairs. The Assistant shall devote full time to the office. The Mayor may assign to such Assistant any tasks, duties or functions which are within the scope of the duties of the office of the Mayor and any such tasks, duties or functions may be increased or diminished or terminated only by the Mayor. Nothing herein shall be construed to allow a delegation of powers to such Assistant and the acts of the Assistant shall not be the acts of the Mayor and such acts shall not result in or in any way be binding obligations of the City of Danbury.

Section 5-2 BOARD OF TAX REVIEW. There shall continue to be a Board of Tax Review as the same is constituted on the effective date of this Charter which shall consist of three (3) members appointed by the Mayor for terms of five (5) years ON A ROTATING BASIS AS TERMS EXPIRE. Said Board shall have all the powers and duties conferred or imposed by the General Statutes, as amended.

Section 6-1 TREASURER. The Treasurer of the City shall have all the powers and duties imposed by law on town, city or municipal treasurers and shall be the agent and treasurer of the ~~town-deposit-fund~~ and capital improvement fund. The Treasurer shall have custody of and shall disburse all funds of the City and shall deposit the same in such banks or other depositories as the Common Council shall prescribe.

No disbursement shall be made from any funds of the City except by check signed by the Treasurer and each such check shall be based upon a voucher or payroll duly audited and approved by the Director of Finance. Before signing any such check, the Treasurer shall be satisfied that such check represents the proper payment of a duly authorized obligation of the City. ~~In case of the inability to act or the absence of the Treasurer, the Mayor may sign checks.~~ THE COMMON COUNCIL BY ORDINANCE SHALL DESIGNATE A MUNICIPAL OFFICER OR EMPLOYEE WHO MAY SIGN CHECKS IN THE EVENT OF THE INABILITY TO ACT OR THE ABSENCE OF THE TREASURER.

Section 6-2 ADMINISTRATIVE DEPARTMENTS. There shall be the following offices and administrative

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departments: A Corporation Counsel, a Department of Civil Preparedness, a Department of Finance, a Department of Public Works, a Department of Planning AND ZONING, a Police Department, a Fire Department, a Health Department, a Welfare Department, a Department of Parks and Recreation, and such other administrative departments as may, from time to time, be created by the Common Council. Such departments shall, except as otherwise provided in this Charter, have the powers and duties prescribed by law and by ordinance or resolution of said Council.

Section 6-3

APPOINTMENTS OF OFFICERS AND EMPLOYEES OF CITY. When not otherwise provided, all heads and all officers of the foregoing departments including departments created by the Common Council, and all police and fire officers shall be appointed by the Mayor and confirmed by the Common Council. All other employees of the City, EXCEPT THOSE APPOINTED BY THE COMMON COUNCIL PURSUANT TO SECTION 3-3 OF THIS CHARTER, shall be appointed by the Mayor. All City officers and employees when not otherwise specified in the Charter may be subject to the rules and regulations adopted pursuant to the merit system as the same may be in effect in the City.

Section 6-4

CORPORATION COUNSEL. The Mayor shall appoint and may remove a Corporation Counsel; provided, however, that the appointment may be disapproved by a vote of two-thirds (2/3) of ~~all-the-members~~ THE ENTIRE MEMBERSHIP of the Common Council at a meeting held not later than fourteen (14) days following delivery of notice of the appointment to the City Clerk and President of the Common Council. The Corporation Counsel shall not be subject to the merit system. The Corporation Counsel shall be an attorney at law admitted to practice law in this state for at least four (4) years. The Corporation Counsel shall appear for and protect the rights of the City in all actions, suits or proceedings brought by or against it or any of its departments, officers, agencies, boards or commissions; shall be the legal advisor of the Common Council, the Mayor, and all City officers, boards and commissions in all matters affecting the City and shall, upon written request, furnish them with a written opinion on any question of law involving their respective powers and duties. Upon request, the Corporation Counsel shall prepare or approve forms of contracts or other instruments to which

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the City is a party or in which it has an interest. The Corporation Counsel shall have the power, with approval of the Council, to appeal from orders, or decisions and judgments and, subject to approval of the Council, to compromise or settle any claims by or against the City. If, in special circumstances or for any investigation under Chapter III, Section 3-14 of this Charter, the Council deems it advisable, it, by resolution, may provide, in addition, for the temporary employment of Counsel other than the Corporation Counsel.

There shall be an Assistant Corporation Counsel who shall devote full time to the office and shall not engage in private practice. Such Assistant shall be appointed by the Mayor and confirmed by the Common Council. The Mayor shall appoint such other Assistant Corporation Counsel as the Common Council shall prescribe from time to time. Assistant Corporation Counsels shall be attorneys at law admitted to practice law in this state FOR AT LEAST TWO YEARS. No other Counsel shall be employed by any branch of the municipality.

Section 6-6A Section 6-6A shall be deleted.

Section 6-6B Section 6-6B shall be amended and renumbered as follows:

Section 6-6A

COMPTROLLER. THE DIRECTOR OF FINANCE: Powers, Duties and Qualifications. Subject to the direction of the Director of Finance, the Comptroller THE DIRECTOR OF FINANCE SHALL HAVE DIRECT SUPERVISION OVER THE DEPARTMENT OF FINANCE AND THE ADMINISTRATION OF FINANCIAL AFFAIRS OF THE CITY. SUBJECT TO THE APPROVAL OF THE MAYOR, THE DIRECTOR OF FINANCE MAY PERFORM THE DUTIES OF ANY OFFICE IN THE DEPARTMENT. THE DIRECTOR shall supervise the accounting functions of the City and shall maintain and supervise the general accounting system for all departments, officers, boards, commissions or agencies and perform such other duties as assigned by the Director of Finance. THE DIRECTOR OF FINANCE SHALL BE CHOSEN ON THE BASIS OF TRAINING AND BROAD EXPERIENCE IN ACCOUNTING AND FINANCE, INCLUDING AT LEAST FIVE YEARS OF SUCH EXPERIENCE AND SHALL HAVE A DEGREE IN ACCOUNTING, FINANCE OR OTHER SIMILAR SPECIALTY.

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Section 6-6C Section 6-6C shall be renumbered 6-6B.

Section 6-6D Section 6-6D shall be deleted and the following substituted in lieu thereof and renumbered Section 6-6C.

Section 6-6C

D. THE PURCHASING AGENT: THE PURCHASING AGENT OF THE CITY SHALL PURCHASE ALL SUPPLIES, MATERIALS, EQUIPMENT AND OTHER COMMODITIES REQUIRED BY ANY DEPARTMENT, AGENCY, BOARD OR COMMISSION OF THE CITY, ON REQUISITION AND SPECIFICATION SIGNED BY THE HEAD OF THE DEPARTMENT, OFFICE OR AGENCY OR CHAIRMAN OF THE BOARD OR COMMISSION, OR THE DESIGNEE THEREOF. NOTHING HEREIN CONTAINED SHALL BE CONSTRUED TO PREVENT THE CITY PURCHASING AGENT FROM SERVING AS THE PURCHASING AGENT FOR THE BOARD OF EDUCATION AND, IN THE EVENT THAT THE GENERAL STATUTES ARE AMENDED TO PERMIT MUNICIPALITIES TO DO THE PURCHASING FOR BOARDS OF EDUCATION, THE CITY PURCHASING AGENT SHALL BE THE PURCHASING AGENT FOR THE BOARD OF EDUCATION. PURCHASES SHALL BE MADE UNDER SUCH RULES AND REGULATIONS AS MAY BE ESTABLISHED BY THE COMMON COUNCIL AND SHALL BE SUBJECT TO SUCH BIDDING PROCEDURES AS ESTABLISHED BY ORDINANCE.

THE EFFECTIVE DATE SHALL BECOME THE DATE THAT SUCH AN ORDINANCE IS ENACTED.

Section 6-6E Section 6-6E shall be renumbered 6-6D.

D. Data Processing Manager. The Data Processing Manager shall be responsible for the management, design, operation and programming of the Data Processing System of the City and all of its departments, boards, agencies and commissions.

Section 6-7D D. The Superintendent of Public Utilities. The Superintendent of Public Utilities shall be responsible for sewers, sewerage disposal, drains, AND the water system, ~~and disposal of garbage and rubbish~~. The Superintendent shall be a qualified sanitary engineer licensed to practice in the State of Connecticut with at least five (5) years experience in the field of maintenance and operation of public water supply or sewage disposal systems.

Section 6-8 is to be deleted and the following substituted in lieu thereof:

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SECTION 6-8

DEPARTMENT OF PLANNING AND ZONING. THE DEPARTMENT OF PLANNING AND ZONING SHALL HAVE THE RESPONSIBILITY OF ASSISTING AND ADVISING THE MAYOR AND THE PLANNING AND ZONING COMMISSIONS ON CITY PLANNING, THE PREPARATION AND IMPLEMENTATION OF A PLAN OF DEVELOPMENT AND OTHER PLANS AND STUDIES, AND THE ENFORCEMENT OF ZONING, SUBDIVISION, AND OTHER LAND USE REGULATIONS. IT SHALL COORDINATE DEVELOPMENT AND CAPITAL IMPROVEMENTS PROGRAMMING ACTIVITIES OF THE CITY FOR THE PURPOSE OF CONSERVING DESIRABLE RESOURCES AND PROMOTING THE ORDERLY DEVELOPMENT OF THE CITY. THE DEPARTMENT SHALL MONITOR STATE AND FEDERAL PROGRAMS AND FUNDING RESOURCES FOR POTENTIAL APPLICATION TO THE CITY. THE DEPARTMENT SHALL REVIEW AND MAKE RECOMMENDATIONS ON ALL PROPOSALS TO (1) LOCATE, ACCEPT, ABANDON, WIDEN, NARROW OR EXTEND ANY STREET, BRIDGE, PARKING, OR OTHER PUBLIC WAY, (2) LOCATE, RELOCATE, SUBSTANTIALLY IMPROVE, ACQUIRE LAND FOR, ABANDON, SELL OR LEASE ANY AIRPORT, PARK, PLAYGROUND, SCHOOL OR OTHER MUNICIPALLY OWNED PROPERTY OR PUBLIC BUILDING, (3) LOCATE OR EXTEND ANY PUBLIC HOUSING, DEVELOPMENT, REDEVELOPMENT OR RENEWAL PROJECT, OR (4) LOCATE OR EXTEND PUBLIC UTILITIES AND TERMINALS FOR WATER, SEWERAGE, LIGHT, POWER, TRANSIT AND OTHER PURPOSES. THE DEPARTMENT SHALL REVIEW ALL REQUIRED APPLICATIONS FOR THE DEVELOPMENT OR SUBDIVISION OF LAND, ALL REQUESTS FOR ZONING PERMITS, AND ALL PROPOSALS FOR REZONINGS OR OTHER AMENDMENTS TO ZONING AND/OR SUBDIVISION REGULATIONS OF THE CITY PURSUANT TO APPLICABLE REGULATIONS. THE DEPARTMENT SHALL PERFORM SUCH OTHER DUTIES AS THE MAYOR MAY PRESCRIBE.

A. PLANNING DIRECTOR. THE PLANNING DIRECTOR SHALL MANAGE AND SUPERVISE ALL ACTIVITIES AND EMPLOYEES OF THE DEPARTMENT. THE PLANNING DIRECTOR SHALL POSSESS A MASTERS DEGREE IN PLANNING OR A RELATED FIELD, AND SHALL HAVE A MINIMUM OF FIVE YEARS OF EXPERIENCE IN CITY AND/OR REGIONAL PLANNING, THREE YEARS OF WHICH MUST HAVE BEEN IN A SUPERVISORY POSITION. THE PLANNING DIRECTOR SHALL BE RESPONSIBLE TO THE MAYOR.

New Section 6-10 to be added as follows:

Section 6-10

FIVE (5) CONSTABLES SHALL BE APPOINTED BY THE MAYOR WITH THE APPROVAL OF THE COMMON COUNCIL FOR A TERM OF TWO (2) YEARS, AND SHALL HAVE THE POWERS AND DUTIES PRESCRIBED BY THE GENERAL STATUTES.

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- Section 6-10 Section 6-10 shall be renumbered Section 6-11.
- Section 6-11 Section 6-11 shall be renumbered Section 6-12.
- Section 6-12 Section 6-12 shall be renumbered Section 6-13.
- Section 6-13 Section 6-13 shall be renumbered Section 6-14 and amended as follows:

DEPARTMENT OF PARKS AND RECREATION. The Department of Parks and Recreation shall be responsible for the control, development, maintenance, operation and management of all public grounds, PARK buildings, parks, playfields and playgrounds provided by the City for parks or recreation, except those under the jurisdiction of the Board of Education, which may be used by the Department with the consent of the Board of Education.

Section 6-14 Section 6-14 shall be renumbered Section 6-15.

Section 7-10 BORROWING

a. The Common Council shall have power to authorize indebtedness by issuing bonds or notes as provided by the General Statutes subject to the limitations thereof and the provisions of this Section. The issuance of bonds and notes shall be authorized by ordinance adopted by the Common Council with the affirmative vote of at least two-thirds (2/3) of ~~all-the-members~~ THE ENTIRE MEMBERSHIP of the Council. No bond shall be issued for a term longer than the estimated life of the improvement for which they are issued and in no event, for a term longer than twenty years. Whenever the Common Council votes to issue bonds or notes in a principal amount in excess of ~~\$50,000.00~~ \$500,000.00, the ordinance authorizing such issues shall be submitted for approval or disapproval of the electors at the next municipal election or at a special City meeting called by the Mayor and warned for the specific purpose of voting on the question of such issue on the voting machines in the several voting districts.

b. Bonds and Notes shall be authenticated by the seal of the City and the signature of the Mayor, ~~the-City-Clerk~~, and Treasurer. IN THE ABSENCE, INCAPACITY OR VACANCY OF THE OFFICE OF TREASURER, THE DIRECTOR OF FINANCE IS AUTHORIZED TO SIGN BONDS.

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OLD SECTION NUMBER

C. Subsection a. above notwithstanding, the Common Council may authorize, by ordinance, the issuance of notes or bonds for the payment of costs of extensions of new sewer service and new water service as provided in Section 7-8, subject to limitations imposed by the General Statutes which ordinance is subject to Section 3-9 of this Charter. Payment of said bonds and notes including debt service thereon shall be made by assessments of benefits on the properties benefitted by said extensions of new water and new sewer service as set forth in said Section 7-8. Said bonds may be issued for a term not to exceed ~~fifteen-(15)-years~~. TWENTY (20) YEARS. Nothing herein shall be construed to prevent the City from pledging its full faith and credit to the payment of said bonds and notes.

Section 8-7

MUNICIPAL CONTRACTS - PREFERENCE TO CITIZENS. In the employment of mechanics, laborers and workmen in the construction, remodeling or repairing of any public building or other public works by the City, preference shall be given to citizens of the ~~municipality~~ DANBURY LABOR MARKET AREA AS ESTABLISHED BY THE STATE LABOR COMMISSIONER in accordance with Chapter 557 Part III and Section 7-112 of the Connecticut General Statutes, as amended.

OLD SECTION

Section 8-13

Section 8-13 is deleted and the following substituted in lieu thereof:

The provisions of these Charter amendments, additions, and deletions shall take effect thirty (30) days after approval by the electors except for the following provisions which shall take effect upon the date specified:

- a. The amendment to Section 2-2A.b., the deletion of Section 2-2A.d. and Section 2-2A.f., the amendment to and renumbering of old Section 2-2A.e., the renumbering of old Section 2-2A.g. and Section 2-2A.h., the addition of new Section 6-10, the renumbering of old Section 6-10 through 6-14 - effective November 7, 1989.
- b. The amendments to Section 3-1, Section 3-3 and Section 3-13, - effective December 1, 1989.



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

July 6, 1988

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

Re: Vehicles Parked on City Sidewalks

The committee appointed to review the complaint of vehicles parked on sidewalks met on March 21, 1988, and June 23, 1988 and did an onsite and measurement of various neighborhood sidewalks on June 28th to come up with a set width for a public rightaway as defined in the attached ordinance.

There is a state law which prohibits the parking of motor vehicles on public sidewalks (Section 14-250a). The committee felt that we needed a local ordinance for the following reasons:

1. Revenue derived from ordinance violations accrue to the municipality not the state as is the case with revenue resulting from fines imposed for violations of Connecticut General Statutes Section 14-250(a).

2. Police procedures are more involved and time consuming when issuing a summons for violation of the state law than is the case for violation of an ordinance.

3. The proposed ordinance will assist the Police Department in clarifying what area constitutes a public rightaway on sidewalks.

Besides the committee members, Chief Macedo and Alan Mattei were present from the Police Department. Hank Moran and Art Cresci were present ex-officio. Between both meetings there were 22 residents present. Barry Connell moved to recommend to the full Council adoption of the attached ordinance. Seconded by Mr. Nimmons. Motion carried unanimously.

Respectfully submitted,

BERNARD P. GALLO, Chairman

BARRY J. CONNELL

JAMES E. NIMMONS



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

July 7, 1988

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

Re: Request for Sewer and Water Extensions - 100 Saw Mill Road

The committee regarding the above captioned matter met on June 8, 1988. In attendance were Committee Members Dani and Gallo. Also attending were William Buckley, Jack Schweitzer, David Williamson, Attorney Paul Jaber, Roy Pueschel and Anthony Vournazos.

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

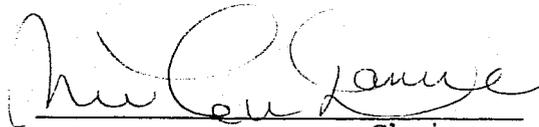
1. The petitioner shall bear all costs relative to the installation of said sewer and water extensions.
2. The petitioner shall submit as-built drawings of this extension, prepared by a licensed Connecticut Land Surveyor, for approval by the City Engineer.
3. Detailed Engineering Plans and Specifications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

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

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

Respectfully submitted,



MARI ANN DANISE, Chairman

BERNARD P. GALLO

STEPHEN T. FLANAGAN



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

July 6, 1988

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

Re: Request for Water Extension on Clapboard Ridge

The committee regarding the above captioned matter met on June 13, 1988. In attendance were committee members Moran and Regan. Also attending were Jack Schweitzer and William Buckley.

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

1. The petitioner shall bear all costs relative to the installation of said water extension.

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

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

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

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

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

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

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

Respectfully submitted,

HANK S. MORAN, Chairman

ARTHUR D. REGAN

JANET BUTERA



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

July 6, 1988

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

Re: Request for Water Extension at South Cove

The committee appointed to review a request for the installation of a City water line at South Cove met at 7:45 P.M. on June 20, 1988. In attendance were committee members DaSilva, Eriquez and Connell. Also in attendance were City Engineer Jack Schweitzer and several residents of South Cove.

Mr. DaSilva and Mr. Schweitzer explained that there is no vehicle for the City to install a water line and charge residents on a long term basis. The City is also prohibited by the City Charter from participating in the payment of installation. It was explained that in order for a water line to be installed at South Cove, an application for a water extension should be submitted to the Common Council. If approval is granted, the residents can go ahead with the installation of a water line.

Mr. Eriquez made a motion that no action be taken given that the residents indicated that they may petition the Common Council for a water extension. Mr. Connell seconded the motion. Motion carried unanimously.

Respectfully submitted,

JOSEPH DaSILVA, Chairman

GENE F. ERIQUEZ

BARRY J. CONNELL



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

July 6, 1988

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

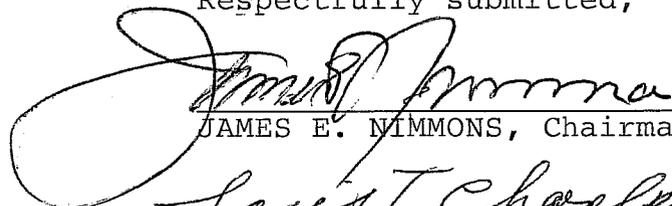
Re: Dancon Corp. - Final Subdivision, Briar Ridge Estates

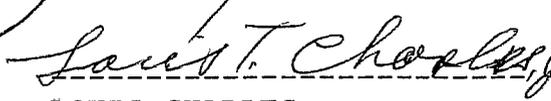
The ad hoc committee appointed to review the above matter met on May 18, 1988 at 7:30 P.M. in Room 432 in City Hall. In ^{my} attendance were committee members Nimmons, Charles ~~and Fazio~~. Also present were Dennis Elpern, Planning Director and Attorney Robert V. Eberhard.

Discussions on the road widening purpose and conveyance of the property were held. The conveyance should be accepted effective upon satisfactory compliance with the requirements of the City Engineer and the Office of the Corporation Counsel.

Motion regarding the above conveyance was made by Mr. Charles and seconded by Mr. Nimmons. Motion carried unanimously.

Respectfully submitted,


 JAMES E. NIMMONS, Chairman


 LOUIS CHARLES


 MICHAEL S. FAZIO



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

July 6, 1988

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

Re: Dancon Corp. - Final Subdivision, Briar Ridge Estates

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Motion regarding the above conveyance was made by Mr. Charles and seconded by Mr. Nimmons. Motion carried unanimously.

Respectfully submitted,

JAMES E. NIMMONS, Chairman

LOUIS CHARLES

MICHAEL S. FAZIO



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

July 6, 1988

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

Re: Request for Sewer Extension - Beaver Brook Road

The committee regarding the above captioned matter met on June 13, 1988. In attendance were committee members Moran and Esposito. Also attending were Jack Schweitzer, Bill Buckley and Howard P. Rubinow, III.

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

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

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

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

Respectfully submitted,

HANK S. MORAN, Chairman

JOHN J. ESPOSITO

GARY D. RENZ



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

June 22, 1988

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

**SUBJECT: STORM DRAINAGE EASEMENTS - S. KING STREET
PROPERTY BELONGING TO - MRS. MILDRED WIEBLING
MAY'S AGENDA**

The Committee charged with reviewing the above subject met on July 21, 1988, in Room 432, City Hall at 7:34 P.M. Present were committee members—L. Bourne, Chair, and R. Bundy. J. DaSilva was absent due to his son's high school graduation ceremony. Also present were: City Engineer, J. Schweitzer, Council President, J. Nimmons, and representing Mrs. Wiebling, her three sons, Paul, Seth & Hal Wiebling.

The Chair began by introducing all present, and summarizing the past history of this project. She stated that this item was brought to the Council's attention in March of 1987 by Mrs. Clarice Osiecki. Mrs. Osiecki stated in her letter in part that, "...lack of drainage systems, shoulders, and broken pavement edges have created the most hazardous driving conditions" The item was submitted to a Council committee.

The Common Council accepted the Committee's recommendation on the June 1987 consent calendar "that \$100,000 be appropriated for repairs for the drainage problem in the King Street area." "The money will come either from the Public Improvement Bond Issue or from excess state funds."

The construction plans are now in a semi-final form, and the project is ready to be put out to bid. However, the City needs to enter into a drainage easement agreement with property owner, Mrs. Mildred Wiebling.

Mrs. Wiebling in conversation with the Chair on June 21st has no problem with the proposal. Her only stated concern is that the catch basins be maintained more regularly.

Mrs. Wiebling's sons present at the meeting also voiced their mother's concern that catch basins are not maintained and are allowed to fill up with sand. Paul Wiebling asked if easement drain no. 2 could be moved to the north side of the stone wall. Mr. Schweitzer did not seem to have a problem with that, and said that this could be part of the negotiation process.

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**STORM DRAINAGE EASEMENTS - S. KING STREET
PROPERTY BELONGING TO - MRS. MILDRED WIEBLING
MAY'S AGENDA**

Page -2-

Roger Bundy moved to recommend to the Council that we authorize Corporation Counsel to enter into negotiation with Mrs. Wiebling for easement drainage rights as outlined in the Resolution attached to J. Schweitzer's 4/15/88 memo to the Council. Seconded by L. Bourne. Motion passed unanimously.

Please note that in speaking with Acting Director of Finance, D. Setaro, on June 20, 1988, the Chair ascertained that monies are still left in the drainage account that can go toward this project. However, it is necessary to move forward quickly.

The Wiebling brothers decided that the contact person to intercede on behalf of their mother is:

Mr. Harold "Hal" Wiebling
Willow Lake Drive
Danbury, CT 06811
Home - 744-0833
Work - 792-2200

The Chair moved to adjourn at 7:50 P.M.

Respectfully submitted,



Lovie Bourne, Chair



Roger Bundy



Joe DaSilva

LDB/eos



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

June 22, 1988

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

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PROPERTY BELONGING TO - MRS. MILDRED WIEBLING
MAY'S AGENDA**

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**STORM DRAINAGE EASEMENTS - S. KING STREET
PROPERTY BELONGING TO - MRS. MILDRED WIEBLING
MAY'S AGENDA**

Page -2-

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Respectfully submitted,



Lovie Bourne, Chair



Roger Bundy

Joe DaSilva

LDB/eos



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

July 6, 1988

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

Re: Code of Ethics Ordinance

The ad hoc committee appointed to review whether all aspects of advisory opinions should be made public and also to consider who has standing to request an advisory opinion met on June 15, 1988 at 7:30 P.M. in Room 432 in City Hall. In attendance were committee members Regan and Eriquez. Also present was the Chairman of the Board of Ethics Barbara Flanagan.

After reviewing Code of Ethics Ordinances from 21 different municipalities and a model code from the National Institute of Municipal Law Offices, it was found that only one ordinance provided for all residents to have a standing to request an advisory opinion. The others gave standing only to elected, appointed or employees of the municipalities. It is the belief of the committee that the advisory opinion section of the ordinance is designed to be a help to an individual employee or officer of the City to make a decision about ethical standards of conduct with regard to acts or actions pertaining to the City.

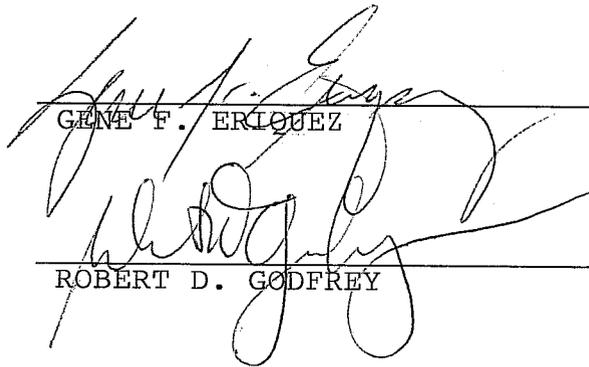
The ordinance allows for an investigative section in which any resident has a standing to file a complaint of improper conduct against any officer of the City. Regarding whether all aspects of advisory opinions should be made public, specifically whether names should be deleted from its advisory opinions or not, the Danbury Board of Ethics in their by-laws state that an individual requesting an advisory opinion may waive the right to have his/her name deleted. It is the belief of the committee that advisory opinions should delete names as these opinions are impartial decisions based on facts and personalities should be left out and an advisory opinion is designed to be a help to an individual on a personal level and is usually sought out before the fact. If confidentiality is not maintained, an individual may be reluctant to seek an advisory opinion when needed.

Based upon these findings and judgments of the committee, Mr. Enriquez made a motion to leave the Code of Ethics Ordinance as is. Seconded by Mr. Regan. Motion carried unanimously.

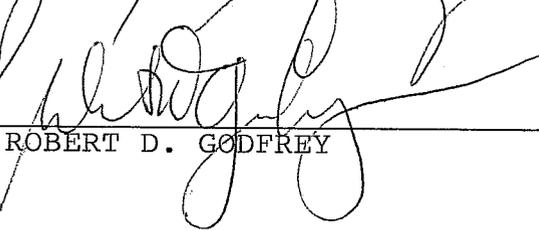
Respectfully submitted,



ARTHUR D. REGAN, Chairman



GENE F. ENRIQUEZ



ROBERT D. GODFREY



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

July 6, 1988

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

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Based upon these findings and judgments of the committee, Mr. Eriquez made a motion to lease the Code of Ethics Ordinance as is. Seconded by Mr. Regan. Motion carried unanimously.

Respectfully submitted,

ARTHUR D. REGAN, Chairman

GENE F. ERIQUEZ

ROBERT D. GODFREY



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

July 6, 1988

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

Re: Well Contamination on East Pembroke Road

The ad hoc committee appointed to review well contamination on East Pembroke Road met in the Fourth Floor Lobby in City Hall at 8:00 P.M. on June 16, 1988. Present were committee members Moran and Gallo. Also in attendance were Jack Schweitzer, William Buckley, and Kevin Norton of Hissing and Wyatt.

Mr. Buckley gave a history of what has taken place since the problem began. It was noted that Hissing and Wyatt paid for 12 water connections up front. They have agreed to provide services to the City equal to the cost to the City due to the provide they created.

Mr. Gallo made a motion that the committee recommend to the Common Council that the Superintendent of Public Utilities be authorized to negotiate a payback agreement with Hissing and Wyatt for water installations on East Pembroke Road, Haddy Lane and Oak Lane subject to approval by the Corporation Council. Seconded by Mr. Moran. Motion carried unanimously. *of Common Council*

Respectfully submitted,

Hank Moran

HANK S. MORAN, Chairman

Bernard P. Gallo

BERNARD P. GALLO

Barry E. Connell

BARRY E. CONNELL



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

July 6, 1988

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

Re: Street Renumbering - East Lake Road

The Common Council met as a committee of the whole immediately following a public hearing on June 20, 1988 in the Common Council Chambers in City Hall.

Mr. Godfrey made a motion to recommend the adoption of the renumbering in accordance with the Planning Department and Tax Assessor's recommendation and to approve the requested reversal of lots 58 and 60 on the proposed plan. Seconded by Mrs. Bourne. Motion carried unanimously.

Respectfully submitted,


JAMES E. NIMMONS
President



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CITY OF DANBURY

DANBURY, CONNECTICUT 06810

HEALTH AND HOUSING DEPARTMENT
20 WEST STREET

(203) 797-4625

June 21, 1988

TO: Barry Connell, Chairman
Contamination of Drinking Water Committee

FROM: William P. Quinn *WPQ*
Director of Health

RE: Cedar Heights Contamination Problem

I've contacted the State department and other City officials and this contamination problem has been completely resolved.

WPQ:jg



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CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

July 6, 1988

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

Re: Contamination of Drinking Water

The Common Council Committee appointed to review the problem of contamination of drinking water in the Cedar Heights area met in the Fourth Floor Lobby on June 24, 1988 in City Hall. Present were committee members Connell and Gallo. Mr. Quinn from the Health Department could not attend.

This committee was set up by former Council Member John DeMille in September, 1987. It has been monitored since that time and there has been no problems or resident complaints. It should also be noted that Mr. Quinn contacted the State Department of Health and other City Officials and this contamination problem has been completely resolved.

Mr. Gallo made a motion that no action be taken at this time since Mr. Quinn feels that the problem has been resolved. Seconded by Mr. Connell. Motion carried unanimously.

Respectfully submitted,

BARRY J. CONNELL, Chairman

BERNARD P. GALLO

JANET BUTERA



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

**DEPARTMENT
OF FINANCE**

July 1, 1988

Certification #2

TO: Common Council via
Mayor Joseph H. Sauer

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

I hereby certify the availability of \$23,120.00 to be transferred from the Contingency Fund to a new Capital account entitled Firehouse Roofs.

Balance of Contingency Fund	\$1,300,000.00
Less pending request	2,183.00
Less this request	23,120.00
	<u>\$1,274,697.00</u>

Dominic A. Setaro, Jr.
Dominic A. Setaro, Jr. *RS*

DAS/af



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

July 6, 1988

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

Re: Petition for Funding to Repair Fire House Roofs

The Common Council Committee appointed to review the petition for funding to repair Engines 3, 5 and Headquarters met on June 22, 1988 at 7:00 P.M. in City Hall. In attendance were committee members Connell, Cresci and Esposito. Also present were Fire Chief Monzillo, Dominic Setaro, Rick Palanzo and Asst. Fire Chief Jack Murphy.

The request was for funds for roof repair on Engines 3, 5 and headquarters. Chief Monzillo gave a brief summary of the last 3 years on the general condition of the roofs. They are in desperate need of repair. On April 8, 1988 Chief Monzillo sent a letter to Mayor Sauer stating these facts. Based on quotes made by contractors, it would take \$74,000 to repair and bring roofs up to date. Assistant Chief quoted prices on Engine 3 roof by Bethel Roofing at \$42,250. to repair roof, but ~~\$29,000~~^{23,136.00} would do a lot less to stop leaks. The specifications that are used in these quotes are the same used for all City buildings. To repair headquarters roof the cost would be \$51,415. However, when it goes out to bid it could cost up to 25% more as stated by Mr. Palanzo. The money for this would have to come out July 1st fiscal year.

Mr. Setaro stated that if this is approved, the money would be put into a capital line item labeled Roof for Fire Houses.

Mr. Esposito wanted it stated for the recorded that he is quite upset about the Mayor's and Public Safety Committee cuts in the building maintenance department. Mr. Cresci made a motion to replace Engine 3 and 5 roofs and to repair headquarters roof and to put into next year's budget money to replace headquarters roof. Motion was seconded by Mr. Esposito.

Respectfully submitted,

ARTHUR T. CRESCI

BARRY J. CONNELL, Chairman

JOHN J. ESPOSITO

January 20, 1988

Miry Brook Property Committee

Progress Report-Meeting called to order by Chairman Barry Connell. In attendance were committee members Godfrey and Cresi and Airport Administrator Paul Estafan.

Subject - Offer to purchase property on Miry Brook Rd. (35 acres)

A request was made to consider the City's possible interest in purchasing of captioned property. The recommendation by the committee was to have the Professional Realty Company make another offer to the City. The original offer of a purchase price of \$3,500,000 was deemed to be too high. This price is \$100,000 per acreity being wetlands. Mr. Estafan expressed a favorable position to the purchase, due to the property's proximity to the airport. He further advised that the purchase could be made with 90% financing by the Federal Government and 7 1/2 % by the State. The remaining 2 1/2 % would be financed by the City. The members of the committee feel that the price is too high and are requesting a second offer from the real estate agent. When a second offer is submitted another committee meeting will be held to discuss its contents.

A motion to adjourn was made and seconded. The meeting was then concluded.

Respectfully submitted,
Barry Connell
Barry Connell, Councilman
Second Ward



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

July 6, 1988

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

Re: Offer of 35 Acres on Miry Brook Road for Sale
to the City

The Common Council Committee appointed to review the request for sale of 35 acres of land on Miry Brook Road met on June 23, 1988 in the Fourth Floor Lobby in City Hall. In attendance were committee members Connell and Cresci. Mr. Charles was present ex-officio.

A motion was made by Mr. Cresci that the City not purchase the land at this time, without prejudice. Seconded by Mr. Connell. Motion carried unanimously.

Respectfully submitted,

BARRY J. CONNELL, Chairman

ARTHUR CRESCI

ROBERT D. GODFREY



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

July 6, 1988

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

Re: Drainage Problem regarding Jerry Sanchez

The committee appointed to review the drainage problem regarding Jerry Sanchez and property located on Route 37 met in the Fourth Floor Lobby in City Hall on June 28, 1988 at 7:10 P.M. In attendance were committee members Danise and Renz. Also in attendance were William Buckley, Jack Schweitzer, Attorney Ray Yamin, Bill Crumman and Paul McMorrow.

The meeting opened with an overview of the situation by Mr. Buckley who also listed specific items of concern and then Mr. Crumman addressed himself to the concerns of the City.

Basically, the installation of oil separators, one at the top of the hill and one at the bottom of the hill will provide more than adequate protection and containment in the event of a spill. The size of the separators is one issue that will be resolved with the concurrence of the appropriate City officials. The acquisition of a casement was also required and agreement was reached to convey the necessary easement for a one time payment to the City of \$2,500.

It was further noted that upon receipt of final plans, the City will forward the same to the State for approval and, further, no work is to be initiated until State approval is received. It is noted that Bill Crumman was most cooperative and is intent on fully complying with the City's concerns in this matter.

Agreement among all present having been reached, a motion was made by Mr. Renz that the Common Council approve the application of Ann Marie Sanchez and Frank Scalzo to acquire an easement to discharge storm drainage from the property known as Ashwood, Route 37, Danbury opposite the applicants property and bordering Margerie Reservoir, provided that the applicants comply with the provisions of Chapter 474 of the Connecticut General Statutes. Seconded by Mrs. Danise. Motion carried unanimously.

Respectfully submitted,

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MARI ANN DANISE, Chairman

GARY D. RENZ

JANET BUTERA



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

July 6, 1988

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

Re: Acceptance of Tanglewood Drive and Catalpa Road

The Common Council Committee appointed to review the request for acceptance of Tanglewood Drive and Catalpa Road met on June 23, 1988 at 8:00 P.M. in City Hall. In attendance were committee members Nimmons and Danise. Also attending were Jack Schweitzer and Attorney Neil Marcus.

Following discussion on the roads in question, a motion was made by Mrs. Danise and seconded by Mr. Nimmons to accept the roads subject to the Engineering Department's approval.

Respectfully submitted,

JAMES E. NIMMONS, Chairman

MARI ANN DANISE

JOSEPH DASILVA

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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

July 6, 1988

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

Re: Request to Accept Corntassle Road as a City Highway

The committee appointed to study a request to accept Corntassle Road as a City highway met at 7:30 P.M. on June 28, 1988. In attendance were committee members DaSilva and Fazio. Also in attendance was the petitioner Sal Pandolfi and City Engineer Jack Schweitzer.

Mr. DaSilva reviewed a communication from the City Engineer which outlined two conditions to be met for City acceptance.

Mr. Fazio moved that Corntassle Road be accepted as a City highway with the provisions that legal documents and engineering certifications be submitted and approved by the appropriate City agencies. Seconded by Mr. DaSilva (see attached communication from Jack Schweitzer). Motion passed unanimously.

Respectfully submitted,

JOSEPH DaSILVA, Chairman

MICHAEL S. FAZIO

WILLIAM H. SHAW

Councilman Joseph DaSilva
Re: Corntassle Road

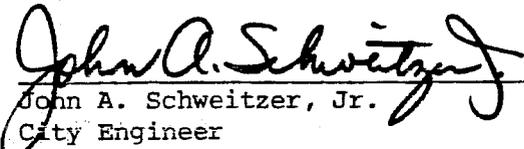
June 8, 1988

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2. The developer should caution all builders of homes now under construction and of future homes that the shoulder areas in front of these lots are to be cleaned and repaired to the City's satisfaction after construction is completed.

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

Very truly yours,



John A. Schweitzer, Jr.
City Engineer

JAS/PAE/gw

Enc.

c: Mayor Joseph Sauer
Daniel Minahan
David Gervasoni
Byron Johnson
Richard Durkin
Sal Pandolfi



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

June 8, 1988

ENGINEERING DEPARTMENT
203-797-4641

JOHN A. SCHWEITZER, JR.
City Engineer

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

Dear Councilman DaSilva:

Corntassle Road
(extension of)

This office recently reinspected the above noted roadway.

In general the comments of our March 31, 1988 letter to you have been addressed to our satisfaction. City Forester Byron Johnson has approved the trees planted within the City right of way.

We recommend that the roadway be accepted by the City with the following conditions:

1. Legal documents satisfactory to the Corporation Counsel's office and to us are to be submitted.
2. The City is to receive the engineer's certification that the private retention basin on the west side of the road was properly constructed and is functioning as intended. We would like to receive for our files a copy of the Homeowner's Association agreement which pertains to the future maintenance of the retention basin and which covers liability for the basin.

We offer the following additional comments which should not hold up the acceptance of the road:

1. We would like to receive for our files a copy of the letter to the owners of lot 15 referred to in Mr. Sal Pandolfi's May 20, 1988 letter to me. (Copies of Mr. Pandolfi's letter and a May 20, 1988 letter from Paul M. Fagan, L.S. are enclosed for your reference.)

(continued on page 2)



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CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

COMMON COUNCIL

PROGRESS REPORT

July 6, 1988

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

Re: Petition of Fairview Condominium Association

The ad hoc committee appointed to review the petition of the Fairview Condominium Association met in Room 432 of City Hall on June 13, 1988 at 8:00 P.M. In attendance were committee members Moran, Regan and Zotos. Also attending were Jack Schweitzer and Valetta DeWitt who represented other condominium association members in attendance.

Mrs. DeWitt stated that they were dissatisfied with the treatment they are given by the City regarding maintenance of sewers and snow plowing. She stated that the condominium association does its own plowing and sanding.

Mr. Schweitzer asked why the plows could not get into the area and was it due to on street parking? The question could not be answered as Mr. Minahan was not in attendance.

Mr. Zotos made a motion that this matter be referred to the Department of Public Works who should report back to this committee within thirty days. Seconded by Mr. Regan. Motion carried unanimously.

Respectfully submitted,

HANK S. MORAN, Chairman

ARTHUR D. REGAN

NICHOLAS ZOTOS



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

PROGRESS REPORT

July 6, 1988

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

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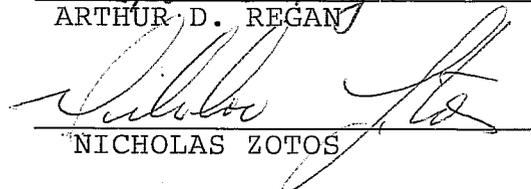
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Mr. Zotos made a motion that this matter be referred to the Department of Public Works who should report back to this committee within thirty days. Seconded by Mr. Regan. Motion carried unanimously.

Respectfully submitted,


HANK S. MORAN, Chairman


ARTHUR D. REGAN


NICHOLAS ZOTOS



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

PROGRESS REPORT

July 6, 1988

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

Re: Richter Park, Request for Restoration of Funds

The Common Council Committee appointed to review the request for the restoration of funds for the Richter Park Authority met on June 23, 1988 in Room 432 in City Hall. In attendance were committee members Connell, Moran, Nimmons, Charles and Zotos. Also attending ex-officio were Council Members Bundy, Cresci and Bourne. Also attending were Comptroller Dominic Setaro, Richard Branigan and Max Sinowitz, Dino Storoni and Dave Athans.

Mr. Branigan explained the operation of the Richter Park Authority and that funding usually went to the Authority for non-golf activities such as the art center, musicals, tennis, hiking trails, cross country skiing and a number of other activities that could be added. 95% of their income is generated through golfing. Mr. Branigan stated that when he came to Danbury one and one-half years ago, he was hired as a recreation professional.

A general discussion was held and questions about the operation of the authority were answered. Mr. Zotos requested that Richter Park submit a financial statement for the Richter Park Art Center. Mr. Moran made a motion that a progress report be submitted for lack of information, that Richter Park submit a financial statement for the Art Center and for the Authority. Seconded by Mr. Zotos. When the information is received another meeting will be called.

Respectfully submitted,

NICHOLAS ZOTOS

BARRY J. CONNELL, Chairman

LOUIS T. CHARLES

HANK S. MORAN

JAMES E. NIMMONS



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

PROGRESS REPORT

July 6, 1988

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

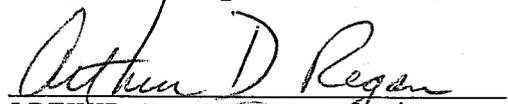
Re: Request for Sewer Extensions - Shannon Ridge and Fairlawn

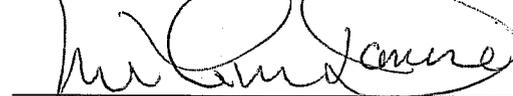
The ad hoc committee appointed to review the cost of sewer extensions to Shannon Ridge Road and Fairlawn Avenue met on June 16, 1988 at 7:30 P.M. in Room 432 in City Hall. In attendance were committee members Regan, Danise and Charles. Also attending were William Buckley, Jack Schweitzer and 16 residents of Shannon Ridge and Fairlawn Avenue.

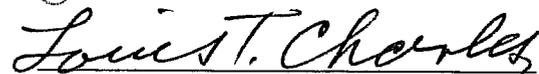
Mr. Buckley explained the procedure to fund a sewer extension and also how the residents of the area would have to be assessed in order to pay for the cost of the sewer installation and additionally the assessment for the use of the sewer. After giving the residents this information, they requested that a cost estimate be worked up by City Engineer Jack Schweitzer so that they could have a better idea of the actual per residence cost for this project. Mr. Schweitzer said that he would do this but it would take about 2 months to do so.

The Planning Commission at its June 1, 1988 meeting voted a positive recommendation for this sewer extension.

Respectfully submitted,


ARTHUR D. REGAN, Chairman


MARI ANN DANISE


LOUIS T. CHARLES



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

PROGRESS REPORT

July 6, 1988

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

Re: Request for Sewer Extensions - Shannon Ridge and Fairlawn

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The Planning Commission at its June 1, 1988 meeting voted a positive recommendation for this sewer extension.

Respectfully submitted,

ARTHUR D. REGAN, Chairman

MARI ANN DANISE

LOUIS T. CHARLES



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

July 6, 1988

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

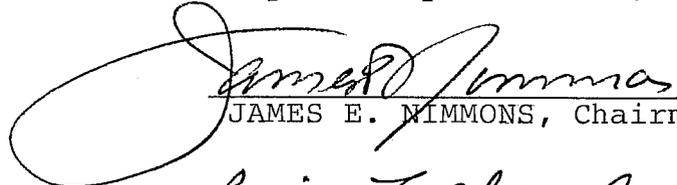
Re: Sanitary Sewers for Edgewood Street

The ad hoc committee for a sanitary sewer project on Edgewood Street met on June 21, 1988 at 7:30 P.M. in the Fourth Floor Lobby in City Hall. In attendance were committee members Nimmons and Charles. Also present were City Engineer Jack Schweitzer. Mr. Schweitzer informed the committee that preliminary estimates were mailed to the residents. The residents informed Mr. Schweitzer that they were in favor of the project.

Mr. Charles checked with the Comptroller about the sewer funds that were available if needed. The answer was in the affirmative. The percentage of the residents who favored the sewer project was 70.7%.

Mr. Charles made a motion that he was in favor of the installation of the sanitary sewer. Mr. Nimmons seconded the motion. The motion carried unanimously.

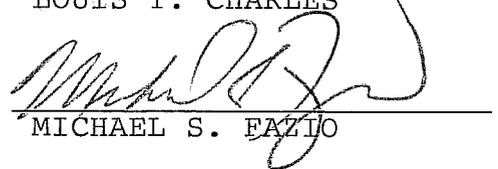
Respectfully submitted,



JAMES E. NIMMONS, Chairman



LOUIS T. CHARLES



MICHAEL S. FAZIO



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

July 6, 1988

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

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Mr. Charles checked with the Comptroller about the sewer funds that were available if needed. The answer was in the affirmative. The percentage of the residents who favored the sewer project was 70.7%.

Mr. Charles made a motion that he was in favor of the installation of the sanitary sewer. Mr. Nimmons seconded the motion. The motion carried unanimously.

Respectfully submitted,

JAMES E. NIMMONS, Chairman

LOUIS T. CHARLES

MICHAEL S. FAZIO

CITY OF DANBURY
155 Deer Hill Avenue
Danbury, Connecticut 06810

COMMON COUNCIL

REPORT

July 6, 1988

Honorable Mayor Joseph H. Sauer

Honorable Members of the Common Council

Re: 8-24 Request for Water Extension - Sand Pit Road

The Committee regarding the above request met on Jun 17, 1988 In attendance were committee members Shaw and Nimmons. Also attending were Jack Schweitzer and Dr. Albert Cassaza.

It is the recommendation of this committee that the petition be granted with the following restrictions;

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

Respectfully submitted,

William Shaw
WILLIAM SHAW Chairman

Jim Nimmons
JIM NIMMONS

Anthony Cassano
ANTHONY CASSANO

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CITY OF DANBURY
155 Deer Hill Avenue
Danbury, Connecticut 06810

COMMON COUNCIL

REPORT

July 6, 1988

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

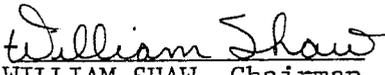
Re: Request for Water Extension 27 Mill Plain Road

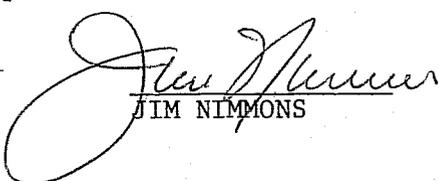
The Committee regarding the above request met on Jun 17, 1988. In attendance were committee members Shaw and Nimmons. Also attending were Jack Schweitzer and Leigh Overland representing Mill Kenosia Partnership.

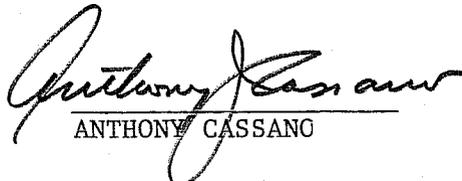
It is the recommendation of this committee that the petition be granted with the following restrictions:

1. The petitioner shall bear all costs relative to the installation of said water extension.
2. The petitioner shall submit as-built drawings of this extension, prepared by a licenced Connecticut Land Surveyor, for approval by the City Engineer.
3. Detailed Engineering Plans and Specifications are to be approved by the City Engineer and the Superintendent of Public Utilities prior to the start of construction.
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5. That upon completion of installation, title to said water line within City streets, and any necessary documents be granted to the City in a form which is acceptable to the City Engineer and Corporation Counsel.
6. The petitioner shall convey ownership of and easements to all or such portions of the water lines as the City Engineer's Office determines are of potential benefit to other landowners in the City.
7. No Certificate of Occupancy shall be issued until the above requested forms, documents, plans, etc. are received and the City owns the extended water lines.
8. This approval shall expire eighteen (18) months following the date of Common Council action.

Respectfully submitted,


WILLIAM SHAW Chairman


JIM NIMMONS


ANTHONY CASSANO

To: Mayor Joseph E. Saver
Council President James Nimmons
Council Members

Subject: Apples at Tarrywile Park

The Friends of Tarrywile ;
a non-profit group formed as a
fund raising organization to benifet
Tarrywile Park, is planning an
October fest to be held on the
grounds of Tarrywile Mansion.

We are requesting permission
from Council to sell the apples
from the orchard, all proceeds
to benifet Tarrywile Park.

Thank you
Lynn Meeker
Jane Keane

Friends of Tarrywile