

COMMON COUNCIL MEETING

DECEMBER 6, 1988

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

PLEDGE OF ALLEGIANCE

PRAYER

ROLL CALL

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

20 Present 1 Absent.

CONSENT CALENDAR

The Consent Calendar was

- ✓ 01- RESOLUTION - Septage Receiving Facility
The Resolution was
- ✓ 02- RESOLUTION - Military Museum of Southern New England.
The Resolution was
- ✓ 03- COMMUNICATION - Reappointments to the Commission on Aging.
The Communication was
- ✓ 04- COMMUNICATION - Appointments to the Airport Commission.
The Communication was
- ✓ 05- COMMUNICATION - Appointment & Reappointment to the Environmental Impact Commission.
The Communication was
- ✓ 06- COMMUNICATION - Appointments to the Fair Rent Commission
The Communication was
- ✓ 07- COMMUNICATION - Appointment of Chief of the Danbury Fire Dept.
The Communication was
- ✓ 08- COMMUNICATION - Appointment of a Governmental Entity Review & Investigation Committee.
The Communication was
- ✓ 09- COMMUNICATION - Reappointments to the Parks & Recreation Commission
The Communication was
- ✓ 10- COMMUNICATION - Appointment of an Alternate on the Planning Commission.
The Communication was
- ✓ 11- COMMUNICATION - Appointment to the Redevelopment Agency.
The Communication was

- ✓ 12 - COMMUNICATION - Appointment & Reappointments to the Stanley Lasker Richter Memorial Park Authority.
The Communication was

- ✓ 13 - COMMUNICATION - Appointments & Reappointments to the Youth Commission.
The Communication was

- ✓ 14 - COMMUNICATION - Appointments to the Commission On The Status Of Women.
The Communication was

- ✓ 15 - COMMUNICATION - Appointment of a Towing Hearing Officer.
The Communication was

- ✓ 16 - COMMUNICATION - Donation to the Danbury Library's Books-Children Dept. Account.
The Communication was

- ✓ 17 - COMMUNICATION - Donation to Danbury Library.
The Communication was

- ✓ 18 - COMMUNICATION - Donation to the City of Danbury of property on Fox Den Road.
The Communication was

- ✓ 19 - COMMUNICATION - Request for Donation to Children's Christmas Fund.
The Communication was

- ✓ 20 - COMMUNICATION - Acceptance of Fill Material by the Department of Public Works.
The Communication was

- ✓ 21 - COMMUNICATION - Request for a committee to review Transfer of Lease from Scott-Fanton Museum to Community Action.
The Communication was

- ✓ 22 - COMMUNICATION - Request to establish an Education Budget Liaison Committee.
The Communication was

- ✓ 23 - COMMUNICATION - To establish a Common Council Committee on School Building Improvements.
The Communication was

- ✓ 24 - COMMUNICATION - Danbury Brass Band.
The Communication was

- ✓ 25 - COMMUNICATION - Traffic Control Signal - East Gate Road.
The Communication was

- ✓ 26 - COMMUNICATION - May Dept. Stores Co. vs. City of Danbury - Property Tax Appeal.
The Communication was

- ✓ 27 - COMMUNICATION - Request to accept Contemporary Drive.
The Communication was

- ✓ 28 - COMMUNICATION - Request for Sewer Extension - Deer Hill Avenue
The Communication was

- ✓ 29 - COMMUNICATION - Application of Richard Finaldi for extension of
Sewer for 105 Park Ave.
The Communication was

- ✓ 30 - COMMUNICATION - Danbeth Partners, Inc. - Sewer Extension - Turner
Road.
The Communication was

- ✓ 31 - COMMUNICATION - Germantown Plaza - Drainage Easement.
The Communication was

- ✓ 32 - COMMUNICATION -
Request of Ashkar Associates Real Estate to purchase City property
on Maple Ave.
The Communication was

- ✓ 33 - COMMUNICATION - Request for Holiday Pay Appropriation for Danbury
Fire Department.
The Communication was

- ✓ 34 - COMMUNICATION - Engine Company #6 Apparatus.
The Communication was

- ✓ 35 - COMMUNICATION - Danbury Fire Department U. L. Ladder Test Failure.
The Communication was

- ✓ 36 - COMMUNICATION - Proposal for Regional Hazardous Materials Response
& Other Emergency Services by the Danbury Fire Dpt.
The Communication was

- ✓ 37 - COMMUNICATION - Proposed Maintenance Agreement - City of Danbury &
Town of Bethel.
The Communication was

- ✓ 38 - COMMUNICATION - Construction Agreement Re: Proposed Alterations &
Improvements of traffic control devices on grade
crossing on Main St. Rt. 53.
The Communication was

- ✓ 39 - COMMUNICATION - Lease of Airport Property To The F.A.A.
The Communication was

- ✓ 40 - COMMUNICATION - Lease of Property at Maple Avenue & Garamella Blvd.
The Communication was

- ✓ 41 - COMMUNICATION - Discontinuance of a portion of Joe's Hill Road.
The Communication was

- ✓ 52 - COMMUNICATION - Reports on Renaming of Old Forty Acre Mtn. Rd.
The Reports were
-
- ✓ 53 - REPORT - Use of Grassy Area - 292 Main Street.
The Report was
-
- ✓ 54 - REPORT - City Engineer's Report Re: Land on Scuppo Road.
The Report was
-
- ✓ 55 - REPORT - Offer of land on Hampton Court.
The Report was
-
- ✓ 56 - REPORT
Drainage Problem on Apple Blossom Lane.
The Report was
-
- ✓ 57 - REPORT - Towing Hearing Complaint Officer
The Report was
-
- ✓ 58 - REPORT - Acceptance of High Fields Drive.
The Report was
-
- ✓ 59 - REPORT - Water Rate Increases.
The Report was
-
- ✓ 60 - REPORTS - Exchange of Easements - Tan Mar Drive.
The Reports were
-
- ✓ 61 - REPORT - Limousine Service Conflict (Wintergreen Hill).
The Report was
-
- ✓ 62 - REPORT - Capital Line Item - Improvements at Hatters Park.
The Report was
-
- ✓ 63 - REPORT - Progress Report - Update on City's Garbage Disposal
Position.
The Report was
-
- ✓ 64 - REPORT - Status of Cross Street Bridge.
The Report was

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ort - Downtown Redevelopment Project and the

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✓ 66 - REPORT - Request to Lease Land at the Airport for hangars.

The Report was

✓ 67 - REPORT - Landing Fees at Danbury Airport.

The Report was

✓ 68 - REPORT - Sewer Extension on Briar Ridge Rd.

The Report was

✓ 69 - COMMUNICATION - From Union Carbide to the City of Danbury for Danbury Housing Partnership Act.

The Communication was

✓ 70 *Communication - donation of portable generator*

✓ 71 *Communication - Proposal to Appoint Historic District Study Committee*

✓ 72 *Communication - Sheridan Street Drainage*

PUBLIC SPEAKING SESSION

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

CONSENT CALENDAR

December 6, 1988

- 1 - Resolution - Septage Receiving Facility
- 2 - Resolution - Military Museum of Southern New England
- 3 - Communication - Reappointments to the Commission on Aging
- 4 - Communication - Appointment to the Airport Commission
- 5 - Communication - Appointments to the Environmental Impact Commission
- 6 - Communication - Appointments to the Fair Rent Commission
- 8 - Communication - Appointment of A Governmental Entity Review and Investigation Committee
- 9 - Communication - Reappointments to the Parks and Recreation Commission
- 10 - Communication - Appointment as Alternate to the Planning Commission
- 11 - Communication - Appointment to the Redevelopment Agency
- 12 - Communication - Appointments to the Richter Park Authority
- 13 - Communication - Appointments to the Youth Commission
- 14 - Communication - Appointments to the Commission on the Status of Women
- 37 - Communication - Proposed Maintenance Agreement - City of Danbury and Town of Bethel
- 43 - Communication - Patton, Former Sand & Salt Storage Site
- 50 - Communication - Report from Corporation Counsel regarding Lot 103 Lakeview Avenue
- 51 - Report - Flint Ridge Road
- 54 - Report - City Engineers Report regarding land on Scuppo Road
- 56 - Report - Drainage Problem on Apple Blossom Lane
- 57 - Report - Towing Hearing Complaint Officer
- 63 - Progress Report - Update on City's Garbage Disposal Position
- 64 - Report - Status of Cross Street Bridge
- 65 - Progress Report - Downtown Redevelopment Project and the Mill Rate
- 66 - Report - Request to lease land at the Airport for hangars



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, Connecticut General Statutes § 22a-439 (formerly C.G.S. § 25-54r) authorizes the Commissioner of Environmental Protection to make grants available to municipalities for the construction, rehabilitation, expansion or acquisition of a pollution abatement facility; and

WHEREAS, the City of Danbury has been and is participating in an interlocal agreement with several neighboring communities for the provision of a septage receiving facility; and

WHEREAS, the City of Danbury has been and would continue to apply for said grant funds for the purposes of said facility;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF DANBURY THAT Joseph H. Sauer, Jr., Mayor of the City of Danbury, is hereby authorized to execute and file applications and agreements on behalf of the City of Danbury with the Commissioner of Environmental Protection for State grants and to execute on behalf of the City of Danbury all the applications, instruments and documents and accept payments and do all other things that may be necessary for State grants for improvements to pretreatment facilities at sewage plant to handle regional septage.



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

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ROBERT T. RESHA
CORPORATION COUNSEL

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

PLEASE REPLY TO:

DANBURY, CT 06810

November 29, 1988

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

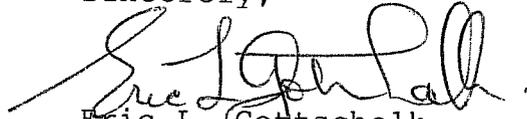
Re: Military Museum of Southern New England

Dear Mayor and Council Members:

Please find enclosed a revised resolution which is intended to reflect the Common Council's recognition of the grant application to be filed by the Military Museum of Southern New England. It is further intended to indicate the City's support for the project. Please consider its adoption in the usual fashion.

If you have any additional questions please feel free to contact me.

Sincerely,



Eric L. Gottschalk
Assistant Corporation Counsel

ELG:g

Attachment

RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:



WHEREAS, pursuant to Section 32-6a of the Connecticut General Statutes, the Connecticut Department of Economic Development is authorized to extend financial assistance for the purpose of promoting historic preservation and tourism; and

WHEREAS, it is desirable and in the public interest that the Military Museum of Southern New England make application to the State for \$75,000 in order to undertake restoration of military vehicles and to execute an Assistance Agreement, and it is understood that the Military Museum of Southern New England will provide a local grant-in-aid in accordance with requirements of Section 32-6a of the Connecticut General Statutes, as amended;

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

1. That it is cognizant of the application for State assistance from the Historic Assets Grant Program prepared by the Military Museum of Southern New England;
2. That it supports the project and endorses the submission of the application to the Department of Economic Development for financial assistance.



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

JOSEPH H. SAUER, JR.
MAYOR

December 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 Commission on Aging, for terms to expire 10/1/91:

Mildred Siegel, 39 Concord Road, Danbury, CT

Elizabeth Moran, Ta'Agan Point Road, Danbury, CT

Sincerely yours,

Joseph H. Sauer, Jr.
Mayor

JHS:l



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

JOSEPH H. SAUER, JR.
MAYOR

December 6, 1988

(203) 797-4511

Honorable Members of the Common Council
City of Danbury
Connecticut

Dear Council Members:

I am appointing the following people to the Airport Commission
for terms to expire 7/1/91:

Raymond H. Sherwood, Sr., 30 Spruce Mtn. Road, Danbury, CT

Lawrence W. Landermann, 21 Olympic Drive, Danbury, CT

A. J. Bernard, 59-67 Federal Road, Danbury, CT.

Resumes are enclosed.

Sincerely yours,

Joseph H. Sauer, Jr.
Mayor

JHS:1



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CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

JOSEPH H. SAUER, JR.
MAYOR

December 6, 1988

(203) 797-4511

Honorable Members of the Common Council
City of Danbury
Connecticut

Dear Council Members:

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Lawrence W. Landermann, 21 Olympic Drive, Danbury, CT

A. J. Bernard, 59-67 Federal Road, Danbury, CT.

Resumes are enclosed.

Sincerely yours,

Joseph H. Sauer, Jr.
Mayor

JHS:1

Aviation Commission

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<u>CURRENT MEMBER</u>	<u>AFFL.</u>	<u>TERM EXP.</u>	<u>PROPOSED MEMBER</u>	<u>AFFL.</u>	<u>TERM EXP.</u>
Donald Crudginton 157 Kohanza Street	D	7/1/90			
Geoffrey Nye 9 Marc Road	U	7/1/89			
John Scarfi Driftwood Point	D	7/1/89			
Kenneth Taylor 12 Clearbrook Road	R	7/1/90			
Mark Parille Bethel	R	7/1/88	Raymond H. Sherwood, Sr 30 Spruce Mtn. Rd.	U	7/1/91
Paul Werner 7 Clearbrook Road	D	7/1/90			
Robert Gawe* 45 Great Plain Rd	U	7/1/89			
Ronald V. Scalzo 14 Southern Blvd.	U	7/1/88	Lawrence W. Landermann 21 Olympic Drive	R	7/1/91
Roy A. Platt 15 Autumn Drive	D	7/1/88	A. J. Bernard 59-67 Federal Rd	R	7/1/91

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

RAYMOND H. SHERWOOD SR.
30 Spruce Mtn. Rd.
Danbury, CT. 06810
743-9079

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received
11/17/88

Mayor Joseph Sauer
Deer Hill Ave.
Danbury, CT. 06810

Nov. 15, 1988

Mayor Sauer;

I respectfully request you consider my desire for appointment to the Danbury Airport Commission.

I have been a Miry Brook resident for over 40 years and an aviation buff since my first plane ride for my 13th birthday, that cost my dad \$5.00.

During WWII I spent 3 years in the Air Force, two of these in the European Theater. I was one of the co-founders of The Fairfield County Flyers, based at Sadler's, and had about 300 hours of flying during the club's 10 years of existence. I also actively participated in four air shows at Danbury for the benefit of Muscular Dystrophy, Sefverblade Scholarship, Chesto Scholarship and The Bridgeport Burn Center.

During my Miry Brook Residency, I have actively participated in several civic endeavors such as:

Miry Brook Volunteer fireman, Miry Brook Civic Assoc., The EMT program (Emergency Medical Technition), The Fairfield County Fire Chiefs, The Red Cross CPR and Blood Donor Programs, and gave guidance to the formation of Tri-Com Community Organization at El Morrow.

I am now retired and, if approved, will do my best to serve the residents and City of Danbury.

Respectfully submitted,

Raymond H. Sherwood Sr.
Raymond Sherwood

cc:
Councilman W. Shaw
Councilman A. Creasi
A/P Comm. P. Estafan

next time

RESUME - FOR AIRPORT COMMISSION

NAME: A. J. BERNARD

ADDRESS: 59-67 FEDERAL ROAD (MAILING)

DANBURY, CT 06811-4039

PHONE: Home: 792-5057 Work: 743-2545

RESIDENT OF DANBURY: 30 + YEARS

HIGH SCHOOL: _____

COLLEGE: _____ DEGREE: _____

WORK HISTORY:

Present: ENCLOSED

Position/Title: _____

Duties: _____

Past: _____

Position/Title: _____

Duties: _____

ASSOCIATIONS/PUBLIC SERVICE:

10 YEARS - FAIR RENT COMMISSION

9 YEARS AS CHAIRMAN

MAYOR GINO J. ARCONTI: TASK FORCE ON TAXATION.

REASONS FOR SEEKING OFFICE:

EXPERIENCE AS CONSULTANT TO F.B.O. AND THEIR RELATED REAL

ESTATE VENTURES ON VARIOUS AIR PORTS IN THE NORTH EASTERN

UNITED STATES. THIS IS NO LONGER A PORTION OF MY BUSINESS

BUT THIS EXPERIENCE SHOULD BE OF BENEFIT TO THE CITY OF

DANBURY.



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RESUME

Alfred J. Bernard

Building and Sales 1957

Building operations complete from subdivision planning, purchase of the property, planning commission consultation, road building, designing, personal supervision of all personnel, office and field, to completed project, building.

1959 added real estate sales both residential and business properties, including zoning and tax consultation, real estate trading, trustee for partnerships in land investments, parking lots, other diversified businesses.

December, 1973, withdrew from residential home sales, focusing on sales and leasing in industrial; commercial; land; general investments, both local and nationwide, with services on a fee basis offered in appraisal, investment consulting, site analysis.

1980, Established RE/MAX Professionals, a 100% concept realty firm.

Appraisals completed in Connecticut, New York, Nova Scotia for ICI America, Inc.; Getty Oil Co.; State of Connecticut; City of Danbury; Mormon Church; Eastman Kodak; Hallmark Cards; Del Monte Corporation; Equitable Relocation; Polymer Industries; Coca-Cola; Bemis Company; Honeywell; Nestle Corp.; plus private appraisals from estates to foreclosures; accepted as expert witness for court appearances, I.R.S. and State of Connecticut Tax Department.

Feasibility Studies - Consulting in New England; New York; Arizona; Virginia, Nova Scotia.

On airports; tennis clubs; industrial parks; condo sites; shopping complexes; tract land investments; fast service locations such as gas stations and fast foods.

Designations

- 1970 - Graduate Realtor Institute (GRI)
- 1976 - Certified Review Appraiser (CRA)
- 1979 - Certified Real Estate Consultant (CREC)
- 1980 - Certified Residential Specialist (CRS)
- 1983 - Senior Member Review Mortgage Underwriters (RMU)
- 1986 - Certified Real Estate Broker/Manager (CRB)

RE/MAX professionals, inc.
40 newtown road
danbury, connecticut 06810
phone: (203) 743-2545



Continuing Education

Appraisal Law (Federal Level), New York, New York
Condominium Law - Western Connecticut State College, Danbury, CT
Exchange and Taxation on Real Estate - Quinnipac College, CT
Real Estate Finance and Investment - University of Connecticut.

Modern Market Analysis and Real Estate Projections - Washington, DC
Real Estate Office Management - Charlotte, NC
Obtaining, Training, & Retaining Real Estate Sales Personnel, -
Chicago, Illinois
Realtors Institute - Yale, New Haven, CT
Realtors Institute - University of Connecticut
Blueprint Drafting and Reading - Henry Abbott Technical, Danbury, CT
Computers for Real Estate Executives, Dallas, Texas

General

Lecture and Teaching Real Estate firms; updating their personnel.
Have appeared as guest lecturer in Connecticut, Massachusetts, and
New York on Investment Real Estate before private investment groups
and Realtors.

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LAWRENCE W. LANDERMANN

21 Olympic Drive
Danbury, CT 06810-8216
(203) 748-3217

Mayor Joseph Sauer
Mayors Office
155 Deer Hill Ave
Danbury CT 06810

1 November 1988

Dear Mayor Sauer;

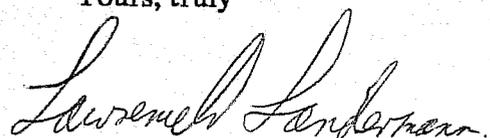
I would like to volunteer my services to the community as a commissioner on the Danbury Municipal Airport Commission. As a pilot who attended flight school at Danbury Airport in 1971 and who has been actively flying out of the airport since and who had moved to Danbury in 1977 for the purpose of being near the airport I feel I would be a valuable asset to the Danbury Airport commission.

My concerns are for the airports continued and future use by the community as an asset that should be developed to benefit all of the citizens of The Greater Danbury Region. As this area grows and with the pressures increasing on the transportation network a viable airport will be of the utmost importance. Its future depends on the decisions that are made today and I would like to be one of those that help shape those decisions

I hope that my offer to volunteer for service to the community is accepted, as a registered Republican I look forward to serving.



Yours, truly



Lawrence W. Landermann

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LAWRENCE W. LANDERMANN

21 Olympic Drive
Danbury, CT 06810-8216
(203) 748-3217

OBJECTIVE

Commissioner Danbury Airport Commission

AERONAUTICAL EDUCATION

United States Army Aviation Center

Ft. Rucker, AL

Appointed Warrant Officer and designated Army Aviator 100B Rotary Wing, February 1981.

FAA Commercial Pilot, Rotorcraft-Helicopter, Instrument Helicopter

Connecticut Air Service Inc

Danbury Municipal Airport, Danbury, CT

- a. Commercial Pilot, Airplane Single Engine Land. Completed all academic and flight requirements under FAA FAR Part 141, approved flight schools. October 1975.
- b. Private Pilot, Airplane Single Engine Land. Completed all academic and flight requirements under FAA FAR Part 141, approved flight schools. June 1973.

AERONAUTICAL EXPERIENCE

New York Army National Guard

Albany County Airport, Latham, NY

March 1981 to Present. Chief Warrant Officer CW2 U.S. Army Reserve. Assigned as an attack helicopter pilot 100GO and designated as pilot in command (PIC) on AH-1 (MOD) S Cobra attack helicopters. Fly tactical low level, contour and nap of the earth (NOE) missions while flying aircraft to its maximum performance capabilities, simultaneously operating the numerous weapons systems on board and interfacing with copilot-gunner in a professional and safety conscious manner in order to successfully carry out the assigned mission.

Total Helicopter Time to date = 976 hours.

Awarded "Senior Army Aviator Wings", 26 Feb 1988

Assigned additional duty as Unit Threat/Intelligence Officer, briefing Division thru Company Commanders and troops on Geopolitical/ Strategic world situations both as to

LAWRENCE W. LANDERMANN

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current affairs and future military political developments. Generate tactical scenarios, teach threat weapons, vehicle identification and threat nations military capabilities.

Danbury Municipal Airport

Danbury, CT

1979-Present. Fly N1791V, a fully IFR equipped Cessna C-172, in a wholly owned partnership with 3 other pilots. Aircraft is based at Danbury Municipal Airport, in the tower tie down area and has been based there since 1979.

Total Fixed Wing Flight Time to date = 1000 hours.

Total combined Fixed Wing and Helicopter Flight Time to date = 1976 hours

EMPLOYMENT

IBM T.J. Watson Research Center

Yorktown Heights, NY

1974 - Present. Senior Laboratory Specialist. Design and fabricate highly specialized custom scientific and complex electronic and mechanical devices utilizing, optics, lasers, high voltage and UHV equipment. Employed Computer Augmented Design CADAM to design and draft concepts and generate prints for fabrication.

1974 - 1977. Worked for Dr. Oliver C. Wells, a noted scientist, as his assistant in the scientific field of Scanning Electron Microscopy (SEM). Performed scientific experiments in an attempt to improve the resolution and magnification in state of the art SEM technology.

1968 - 1974. IBM ASDD Mohansic and IBM GTD East Fishkill, electronic technician and integrated circuit layout designer.

1964 - 1968. Sergeant, U.S. Air Force. Received one year of comprehensive electronic schooling as a Electronic Communication Cryptographic Systems Equipment Repairman, AFSC 30650C. Installed, tested and maintained cryptographic (code) machines in West Berlin and Stuttgart, Germany. Held a TOP SECRET CRYPTO security clearance.

LAWRENCE W. LANDERMANN

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EDUCATION

The University of the State of New York

Albany, NY

Associate in Science Degree

U.S.A.F. 3275th Technical School

Lackland A.F.B., San Antonio, TX

Electronic Communication and Cryptographic Systems Equipment Repairman (Encrypted Teletype/Data-Facsimile) ABR 30630C 972 hours KW-26, KG-12/13, HN-1

U.S.A.F.

RAF Croughton, England

Field and Organizational Maintenance TSEC/KW-7 ADF30650-1, 246 hours.

George Washington High School

New York, NY

General High School Diploma

MEMBERSHIPS INTERESTS AND HOBBIES

Member "Greater Danbury Vietnam Veterans Memorial Fund Committee, Experimental Aircraft Association, U.S. Army Association, National Guard Association of the United States.

Interests include modern military / political history, military aircraft and equipment.

Hobbies are color aerial photography and color printing, airplane camping, boating, recreational sports and landscaping.

LAWRENCE W. LANDERMANN

PERSONAL BACKGROUND INFORMATION

21 Olympic Drive
Danbury, CT 06810-8216
(203) 748-3217

Lawrence W. Landermann came from Montreal Quebec, Canada to New York City in 1959 and attended the New York City School system. After High School graduation he entered the United States Air Force and served from 1964 to 1968 in West Berlin and Stuttgart Germany as a Sergeant in the "Cryptographic" career field.

Upon honorable discharge from the USAF and up to the present time Larry has been employed by the IBM Corp at the Thomas J Watson Research Center Yorktown Hts NY. as a Senior Laboratory Specialist.

Since 1977, he has been a member of Co A, 1st Battalion, 42nd Aviation Brigade, 42nd Infantry Division New York Army National Guard at Albany. He currently holds the rank of Chief Warrant Officer and is assigned as a pilot in command of an AH-1S Cobra Attack Helicopter, and also serves as the unit Threat/Intelligence Officer.

Larry obtained an Associate in Science Degree from the State University of New York at Albany and holds an FAA Commercial Helicopter, Fixed Wing, and Instrument pilots' ratings.

He and his wife Dorothy reside here in Danbury. He has two step sons, Jerry and Danny.

DR. SEYMOUR LEOPOLD

D
203 - 748-4422

DARBY ANIMAL HOSPITAL
26 GRASSY PLAIN STREET
BETHEL, CT. 06801

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16 Dogwood Dr

9/2/88
received

Sept. 16, 1988

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

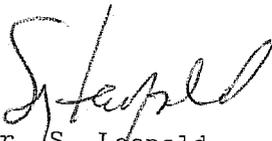
Dear Mayor Sauer:

I understand there is a vacancy on the Environmental Impact Commission.

I would be pleased to serve at your pleasure.

For over forty years I have followed the issues attendant to environmental concerns. My interest in the subject, coupled with my Veterinary/Medical background would I believe, qualify me to become a Commissioner with some understanding and a strong sense of commitment.

Sincerely,



Dr. S. Leopold
SL:DK

Environmental Impact Commission

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<u>CURRENT MEMBER</u>	<u>AFFL.</u>	<u>TERM EXP.</u>	<u>PROPOSED MEMBER</u>	<u>AFFL.</u>	<u>TERM EXP.</u>
Alt Vacancy					
Alt Vacancy					
Alt Vacancy					
Christine Appel Tarrywile Lake Dr	D	12/1/90			
Mark Massoud* 9 Crestdale Drive	D	12/1/89			
Michael Zotos 49 Garfield Avenue	D	12/1/90			
Penelope Pierce 58 Lincoln Avenue	U	12/1/88	Seymour Leopold 16 Dogwood Drive	D	12/1/91
R. F. Michael Van Tassel 7 Virginia Avenue	R	12/1/88	R. F. Michael Van Tassel 7 Virginia Avenue	R	12/1/91
Robert Sweeney 180 Great Plain Road	R	12/1/89			
Susan Landon Cowperthwaite St. #83-C	R	12/1/89			

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



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

JOSEPH H. SAUER, JR.
MAYOR

December 6, 1988

(203) 797-4511

Honorable Members of the Common Council
City of Danbury
Connecticut

Dear Council Members:

I am appointing Dr. Seymour Leopold, 16 Dogwood Drive, Danbury, CT to the Enviromental Impact Commission, for a term to expire 12/1/91. He is replacing Penelope Pierce.

I am reappointing R. F. Michael Van Tassel, 7 Virginia Avenue, Danbury, CT for a term to expire 12/1/91.

Sincerely yours,

Joseph H. Sauer, Jr.
Mayor

JHS:1



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

JOSEPH H. SAUER, JR.
MAYOR

December 6, 1988

(203) 797-4511

Honorable Members of the Common Council
City of Danbury
Danbury

Dear Council Members:

I am appointing the following people to the Fair Rent Commission:

Samuel M. Kier, 96 Great Plain Road, Danbury, CT, for a term to
expire 7/1/91;

Fred Carollo, 101 Old Bridge Lane, Danbury, CT, for a term to
expire 7/1/90.

Sincerely yours,

Joseph H. Sauer, Jr.
Mayor

JHS:1

Fair Rent Commission

<u>CURRENT MEMBER</u>	<u>AFFL.</u>	<u>TERM EXP.</u>	<u>PROPOSED MEMBER</u>	<u>AFFL.</u>	<u>TERM EXP.</u>
Alt Vacancy		7/1/88			
Alt Vacancy		7/1/89			
Maureen Leopold 63 Long Ridge Road	D	7/1/89			
Rev. Ruben Bush 21 East Pearl St	D	7/1/90			
Richard Erb 15 Lakeview Drive	D	7/1/89			
Steven Gillotti* 96 East Liberty St	R	7/1/91			
Sylvia Esposito 6 South Meadow Dr	D	7/1/91			
Vacancy		7/1/88	Samuel M. Kier 96 Great Plain Rd	R	7/1/91
Vacancy		7/1/87	Fred Carollo 101 Old Bridge Lane	U	7/1/90
Vacancy		7/1/89			
Vacancy		7/1/87			

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

6
4

LL

FRED CAROLLO 790.8493
101 OLD BRIDGE LANE
DANBURY, CT. 06811

BORN: N.Y.C.
DATE: NOVEMBER 15, 1928
PARENTS: SALVATORE + VINCENZA CAROLLO
EDUCATION: GRADUATED BAYSIDE HIGH
SCHOOL, 1946 IN N.Y.C.
MILITARY SERVICE: U.S. ARMY 1951 - 1953
OCCUPATION: 1946 - 1955
WORK FOR S. CAROLLO BAKERY
FATHERS BUSINESS AS A
TRUCK DRIVER AND LIGHT
BAKING.
1955 - 1969
WORK FOR DELWOOD DAIRIES
AS A DELIVERY MILKMAN
AND FOREMAN.
1969 - PRESENT
WORK FOR UNION CARDIDE
CORP. AS A COMPUTER OP-
ERATOR AND AS PRESENT
MANAGER OF COMPUTER SERVICES

Fred Carollo

6
K
received
11/7/88

Samuel M. Kier
96 Great Plain Rd
Danbury, CT 06811

November 1, 1988

Mayor Joseph H. Sauer
155 Deer Hill Ave
Danbury, CT 06810

Subject: Municipal Commissions - Volunteers

Dear Mayor Sauer:

I would like to help the city of Danbury and my community by volunteering my time for one of the municipal commissions.

I am a professional accountant for IBM. I have a college degree in accounting. I have worked for IBM for 12 years and have lived in Danbury for 4 years.

I have a lengthy commute every day down to White Plains and cannot commit to any volunteer efforts during the "accounting close" which is held on the 5th through 8th workdays of every month, but if I can fit in anywhere I would be more than willing to participate.

I believe I could use my accounting skills in some manner by being placed on the "Fair Rent Board."

If I can be of service I can be reached at home on 798-6164 or at work on (914)-642-4832.

Sincerely,

Samuel M. Kier



UNION CARBIDE CORPORATION 39 OLD RIDGEBURY ROAD, DANBURY, CT 06817-0001

6
May 10, 1988

To: Mayor Joseph H. Sauer

Dear Mayor:

As a new voter of Connecticut, I would like to thank you for your welcome letter to me. Coming from a big city like Flushing Queens, it is encouraging to me to receive a welcome letter from the Mayor of the city. Also, you mention in your letter, would I like to volunteer my services on one of the boards or commissions. Yes, I would like to participate on one of the boards.

I called your office and was instructed to write you a letter requesting what board I would like to participate in and to state my qualification.

Date of Birth = 11/15/28

Resident = 101 Old Bridge Lane

Danbury, Ct. 06811

Board Postion = Planning Commission

Present Company: Union Carbide Corporation

Danbury, Ct. 06817

Position = Operation Manager

Service Time = 1969 - Present

Previous Company = Dellwood Dairy

Position = Foreman For Home Deliveries

Service Time = 1955 - 1969

I have attached my present job description. If you feel I am qualify for another board position, I will be also interested in volunteering my time.

Either way, I would like to hear from you soon.

Sincerely Yours,

336
*
Fred Carallo



POSITION DESCRIPTION

(Read Instructions Carefully Before Completing)

DATE
10/26/84

CURRENT(S)
Fred Carollo

POSITION
Operation Manager

IMMEDIATE SUPERVISOR
Paul H. Wong

POSITION
Manager of Technical Services

NAME OF DIVISION/COMPONENT, DEPARTMENT, SECTION, ETC., LOCATION
Financial Information Systems

PURPOSE OF POSITION:
Reporting to the Manager of Technical Services leads a group of non-exempt subordinates in the operation of F.I.S. computer services, data entry, and other data processing-related equipment at multiple locations. Responsible for meeting computer users work schedules and administering operating policies and procedures.

SCOPE AND MAGNITUDE - DESCRIBE SCOPE AND MAGNITUDE IN SPECIFIC TERMS OF ORGANIZATION, MARKETS, PRODUCTS, SALES, PRODUCTION, THROUGHPUT, BUDGETS. INDICATE SIZE OF OPERATIONS FOR WHICH POSITION IS RESPONSIBLE. STATE EXPENSES IN DOLLARS. EXPRESS ANNUAL SALES IN DOLLARS. STATE NUMBER OF MANUFACTURING UNITS, STATES, COUNTRIES, ETC. STATE DELEGATED AUTHORITY IF SIGNIFICANT. PROVIDE FINANCIAL DATA UPON WHICH YOUR POSITION MOST CLEARLY IMPACTS.

Manages operation for F.I.S. System 38 and terminal sites.

Manages Data Entry, Coordinators, Telex Communication and Terminal Services.

Value of equipment and related is One Million dollars.

Responsible for meeting computer users work schedule.

Coordinates vendor hardware/software changes that meet user needs.

Administer billing to users for equipment/service.

RESPONSIBILITY - LIST MAJOR RESPONSIBILITIES ONLY AND INDICATE THE APPROXIMATE % OF YOUR TIME REQUIRED FOR EACH.	
LIMIT TO SPACE BELOW.	
%	
40%	Supervises operations/controlling job schedules including data entry.
20%	Interfacing with Computer Users, Computer Operations, Client Services, and Programmers regarding schedule needs and technical support.
20%	Administration and personnel.
20%	Operation of data processing equipment including word processing.

OTHER SIGNIFICANT FACTORS - SPECIAL ASSIGNMENTS, WORKING CONDITIONS, TRAVEL, RESPONSIBILITY FOR CONTACTS, PRESSURE OF WORK, CONFIDENTIAL REQUIREMENTS, ETC.

Approves payments/bills directly for computer equipment and services.

Pressure for error - free performance is very high during heavy workload periods and monthly accounting closing cycles.

Available 24 hours for problem solution.

KNOWLEDGE AND SKILL NEEDED - STATE MINIMUM FORMAL EDUCATION OR EQUIVALENT AND SPECIALIZATION REQUIRED TO FULFILL THE REQUIREMENTS OF THE POSITION. STATE ADDITIONAL PROFESSIONAL TECHNICAL OR YEARS OF EXPERIENCE REQUIRED.

At least five years general experience in a Computer Center environment.

Ability to deal with users.

Good organizational and communications skills are required.

TOTAL NO. TOTAL BASE PAYROLL SUPERVISED, EXCLUDING OVERTIME

P.H. Wong 12/19/84



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

(203) 797-4511

December 2, 1988

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

Dear Council Members:

I have reviewed twelve resumes and conducted personal interviews with the top seven candidates; all members of the career fire department for the City of Danbury. As a result of these interviews, I am appointing Antonio L. Lagarto, whose resume is enclosed, to the position of Chief of the Fire Department, pending your approval.

Sincerely yours,

Joseph H. Sauer, Jr.
Mayor

JHS:cjz

1
OCT 17 1988

PERSONNEL DEPT.

Antonio L. Lagarto
9 Bates Place
Danbury, Ct. 06810

(203-797-9533) (Home)

(203-796-1550) (Work)

- 1985 - Present Asst. Chief/Training Officer, Danbury Fire Dept. responsible for all training for 105 Career and 350 Volunteer Firefighters. This includes scheduling of courses provided by outside sources as well as in house training. Responsible for making up the training budget, maintaining the fire school and all related responsibilities.
- 1978 - 1985 Asst. Chief/Shift Commander of B-Group, Danbury Fire Department. I was in charge of a shift with a normal compliment of 25 firefighters, manning four stations plus a volunteer department with twelve stations and 350 firefighters. While on duty I was responsible for all personnel working including the Fire Marshal, Fire Inspectors, Training Officer, Ambulance Supervisor, Fire Alarm Supervisor, Apparatus Supervisor, and office personnel. In the absence of the Chief and the Deputy Chief I would be the Acting Chief with total responsibility for the fire department. Our department consist of 105 career firefighters with 5 engine companies and 2 truck companies, plus 12 volunteer companies with 350 firefighters with 25 pieces of apparatus.
- 1976 - 1978 Captain in charge of the truck companies and the second in command of a shift, in the absence of the Asst. Chief I would be the Acting Asst. Chief.
- 1969 - 1976 Lieutenant in charge of an engine company and I would work in the capacity of Captain in his absence.
- 1963 - 1969 Firefighter performing all duties including pump operator, truck operator, dispatcher, ambulance attendant, chiefs car driver and all other required assignments.
- 1958 - 1963 Volunteer firefighter with Beckerle and Company Hose Company, Engine 9.

EDUCATION

- Present Attending Western Connecticut University working towards a BA in Administration, Human Resources being my major.

1977

Norwalk State Technical College, Norwalk, Ct.
ASS Fire Technology and Administration.

ADDITIONAL COURSES AND TRAINING

Certified by the Bureau of State Fire Marshal,
Department of Public Safety, Division of State
Police, State of Connecticut, as a Fire Marshal.

I have attended many fire related courses given
by the State of Connecticut, FBI, and Department
of Transportation. I have also attended courses
given by the National Fire Academy.

I have been an instructor for the Ct. State Fire
School for about 15 years teaching fire related
subjects.

I'm a certified instructor for APCO (Assoc. Public
Safety Communications Officers) to teach a APCO
Public Safety Telecommunicator program.

I am certified by the National Safety Council for
Defensive Driving Courses.

I have been a guest lecturer on Public
Administration for Western Connecticut University
Master's Degree program for Public Administration.
I have also lectured at Waterbury State Tech.
College and at area fire departments on Prison
fires and other subjects. I was one of the
organizers of our speaking bureau and have been a
speaker for many private and civic groups on many
fire related subjects.

MEMBER OF THE FOLLOWING ORGANIZATIONS

International Association of Fire Chiefs
Connecticut Fire Chiefs Association Inc.
Fairfield County Fire Chiefs Emergency Plan
International Society of Fire Service Instructors
Connecticut Fire Instructors Association
Connecticut Fire Marshals Association
Fairfield County Fire Marshals Association
Connecticut Public Fire Education Association
Society of Fire Protection Engineers Connecticut
Valley Chapter
International Association of Fire Fighters



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

(203) 797-4511

November 30, 1988

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

Dear Council Members:

Once again, it is now time to establish a Governmental Entity Review and Investigation Committee. Pursuant to Section 2-177 of the Code of Ordinances for the City of Danbury, these appointments must be made before December 15, 1988.

I hereby appoint the following individuals to serve on this committee:

1. Mr. Ed Rosenberg, Silcam Drive, Danbury, Connecticut
2. Ms. Bunny Jacobson, 10 Monarch Road, Danbury, Connecticut
3. Councilman Regan
4. Councilman Fazio
5. Councilman Flanagan

Please note that the Council is required to confirm the appointments of Mr. Rosenberg and Ms. Jacobson.

Sincerely yours,

Joseph H. Sauer, Jr.
Mayor

JHS:cjz



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

JOSEPH H. SAUER, JR.
MAYOR

December 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 Parks and Recreation Commission, for terms to expire 12/1/91:

Carol Smith, 106 Deer Hill Avenue, Danbury, CT

David Coelho, 15 Jefferson Avenue, Danbury, CT

Peter W. Krajc, 15 Karen Road, Danbury, CT.

Sincerely yours,

Joseph H. Sauer, Jr.
Mayor

JHS:l

9

Dear Joe,

Just to let you know
that I've enjoyed sewing on the
Park & Rec. Commission this past
year and would like to continue
to do so.

Thank you
Carol M Smith

received
11/14/88

75 Coalpit Hill Rd. #4
Danbury, Conn. 06810
November 9, 1988

Office of the Mayor
155 Deer Hill Ave.
Danbury, Conn. 06810

B

Dear Sir:

I am writing in response to a recent article in the News-Times indicating a need for volunteers to serve on municipal committees. I would like to volunteer my services.

Enclosed please find a brief resume. I shall be happy to expand on it should it be necessary.

Thank you.

Sincerely,

Stasia M. Ziobrowski

Born in Putnam, Connecticut
Attended Putnam Public Schools

Degrees:

Willimantic State Teachers College B.S.
Teachers College, Columbia University M.A.
Ed.D

Served in the U.S. Naval Reserve

Work Experience:

Teacher Putnam Public Schools
Instructor & Research Associate Temple University, Philadelphia
Assistant Professor Queens College, City University of New York
Professor School of Education, Health, Nursing & Arts Professions, New York University
Dean of Students
Foreign Student Advisor

Taught summer session courses and extension courses at various universities in the United States and Puerto Rico.

Previous Experience:

President of Putnam Teachers Association
Commencement Speaker at Putnam High School
Library Director in Putnam, Connecticut
Vice President & Program Chairman of the American Association of University Women, New York City Chapter
Board of Directors of the New York State Mental Health Association and Vice President of the Queens County Mental Health Society
Several citations for contributions in the field of mental health — from the Queens County Mental Health Society
Distinguished Alumni Award from the Eastern Connecticut State College Alumni Association

12
Speaker at school and community groups in the area of mental hygiene, human relations and child psychology — was a member of several speakers' groups

Author of a number of publications in the field of education, guidance and international education

Have travelled extensively throughout the world.

Have retired from active service.

Resident of Danbury since June 1987

**Associated
Internists of**
- Danbury, p.c. -

MEDICAL CENTER OF WESTERN CONNECTICUT

received
11/18/88

4 Powder Horn Rd

67 SAND PIT ROAD
DANBURY, CT 06810
(203) 797-1000

November 15, 1988

B

The Honorable Mayor Joseph Sauer
155 Deer Hill Avenue
Danbury, Connecticut 06810

Dear Mayor Sauer:

I am writing in response to an article that appeared recently in the Danbury News Times requesting applicants for various boards and commissions in town. I respectfully request that I be considered for the Youth Commission.

Since 1984 I have worked for Associated Internists of Danbury as the Director of Marketing Communications. Prior to this position I was coordinator of volunteers for Regional Hospice of Western Connecticut. I graduated from Western Connecticut State University in 1985 with a B.A. degree in Developmental Psychology.

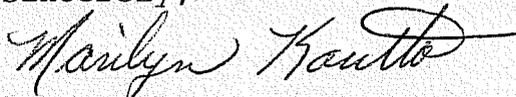
Currently I serve on the following Boards of Directors: The Western Connecticut Chapter of the American Red Cross where I chair the Public Relations Committee, The Danbury Chapter of the American Cancer Society and Regional Hospice of Western Connecticut where I hold the office of secretary.

I have been a Danbury resident for eleven years and I have a thirteen year old daughter.

Both because I am a parent and because of my educational background, I have a special interest in the youth of our community. I feel that I would be an asset to the Commission and would like an opportunity to serve in this capacity.

Thank you for your consideration. I will look forward to hearing from you at your earliest convenience.

Sincerely,



Marilyn Kautto, Director
Marketing Communications

MK:saa

Youth Commission

13

<u>CURRENT MEMBER</u>	<u>AFFL.</u>	<u>TERM EXP.</u>	<u>PROPOSED MEMBER</u>	<u>AFFL.</u>	<u>TERM EXP.</u>
Alt Vacancy					
Alt Vacancy					
Amy Salvador 55 Franklin Street	D	4/1/88	Amy Salvador 55 Franklin St	D	4/1/91
Ann Falzone 13 Ivy Lane	D	4/1/90			
Ann Harrigan 17 Richter Drive	R	4/1/88	Ann Harrigan 17 Richter Drive	R	4/1/91
Barbara Feinson 47 Juniper Ridge Rd	D	4/1/89			
Edward Cowan 31 Hickory Street	U	4/1/89			
George Guarino 3 Pleasantview Drive	R	4/1/89			
Glenda Armstrong 3 South Cove Road	D	4/1/88	Glenda Armstrong 3 South Cove Road	D	4/1/91
John Mahoney* 120 Main Street	D	4/1/88	John Mahoney 120 Main St	D	4/1/91
Paul Tallman, Sr P.O. ox 82		4/1/90			
Sharon Fusco 136 Brookside Condos	U	4/1/89			

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



14 ✓

CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

JOSEPH H. SAUER, JR.
MAYOR

December 6, 1988

(203) 797-4511

Honorable Members of the Common Council
City of Danbury
Connecticut

Dear Council Members:

I am appointing the following people to the Commission on the Status of Women, for terms to expire 4/1/89:

Heidi Palmer, 47 Balmforth Avenue, Danbury, CT

Penelope King, 2 Homestead Avenue, Danbury, CT

Sincerely yours,

Joseph H. Sauer, Jr.
Mayor

JHS:1

PENELOPE KING
2 Homestead Avenue
Danbury, Connecticut 06810

Board & Co.

u

received

10/24/88

14

October 19, 1988

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

Dear Mayor Sauer:

Please accept this letter as application to
serve on the Danbury Commission on the
Status of Women.

Enclosed is my resume for your consideration.
Not reflected in my resume is my current
position as counselor/advocate for Battered
Women Services of the Women's Center.

Thank you for your attention and consideration

Sincerely,
Penney King

14

PENELOPE KING
2 Homestead Avenue
Danbury, Connecticut 06810
203-791-9073

**PROFESSIONAL EXPERIENCE WITH STRENGTHS IN THE AREAS OF COUNSELING,
TRAINING AND COMMUNICATIONS.**

COUNSELING

Counseled children, adolescents and adults in one-on-one and group settings. Worked with children in the areas of: self-esteem and social adjustments; family concerns including child abuse, spousal abuse and divorce; problem solving and stress management; academic problems and performance analysis. Adolescent counseling included crisis intervention work and child abuse, as well as ongoing work with academic difficulties and school or peer adjustments. Advised on referrals in suicide prevention, academic risk and abuse. Counseled with both adolescents and parents on education and career planning. Worked with adults on parenting skills, crisis management and child development. Interpreted psychological data for parents. Served as counselor for rape victims within community.

RESULTS: Reduced to zero the number of inappropriate referrals, thus saving both time and resources for institution and assuring appropriate treatment for counseling client.

TRAINING

Designed, developed, implemented and evaluated training programs for professional staffs, parents and student populations. Performed needs analysis; designed programs to meet needs. Conducted research utilizing primary and secondary sources; developed interview parameters and performed interviews.

Conducted training in one-on-one, small group and classroom environments, utilizing round-table, train-the-trainer and platform techniques. Wrote and edited training materials. Trained in areas inclusive of personal and interpersonal skills, transition management, performance appraisal and test interpretation. Served as team leader, project manager or program coordinator.

RESULTS: Improved community relations as evidenced by feedback from parents, professional staff and administration; consistently full registration for workshops, as well as newspaper coverage of unique program; successful development of pilot program which became permanent part of city-wide curriculum.

COMMUNICATIONS

Responsible for communications activities in counseling, consulting and human resource efforts. Served as liaison between academic institution and administration, as well as between professional and lay communities. Consulted to management, professional staffs and lay constituency in programming, data interpretation and child development.

Acted as spokesperson for professionals and management to medical and legal communities, public and press. Mediated between professional staff members

COMMUNICATIONS (Continued)

and lay community, resolving grievances and settling disputes. Negotiated with members of professional staff and management, as well as parents and members of the broader professional community.

Trained students, parents and professional staffs; interviewed; served as interpreter on test results; chaired professional teams. Managed projects inclusive of study teams and training programs. Wrote and edited training materials and professional reports.

RESULTS: Consistent approval of all referrals through successful use of liaison skills, thus assuring timely access to needed services for students. Accuracy of referrals also provided for cost savings while contributing to a solid time/quality ratio.

PROFESSIONAL AFFILIATIONS

- American Association for Counseling and Development
- Association for Specialists in Group Work
- New England Association of Specialists in Group Work
- National Education Association
- Danbury Education Association

EDUCATIONAL BACKGROUND

- 1974 Fairfield University, Fairfield, Connecticut
C.A.S. Administration and Supervision
- 1968 State University of New York, Plattsburgh, New York
M.S. Guidance and Counseling
- 1965 State University of New York, Plattsburgh, New York
B.S. Education

CERTIFICATIONS

- Ongoing coursework in group work, dysfunctional personalities and counseling techniques.
- 1988 Rape Crisis Counselor, Connecticut
- 1987 Provisional Intermediate Administrator & Supervisor, Connecticut
- 1973 Permanent Guidance Counselor, Connecticut
- 1969 Permanent Guidance Counselor, New York
- 1965 Permanent Teaching, Elementary, New York

PROFESSIONAL BACKGROUND

- 1970 to present Danbury, Connecticut, Public Schools
Guidance Counselor, Elementary and Junior High
- 1965 to 1970 Public School Systems, New York State
Teacher and Guidance Counselor

KIMBERLY
QUALITY CARE
A DIVISION OF LIFETIME CORPORATION

14
Bds & Curms
4

received
10/24/88

October 17, 1988

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

Dear Mayor Sauer,

I attended a marvelous symposium on Saturday. It was given by Danbury's Commission on the Status of Women. It was announced at the meeting that there was an opening on the Commission. I am very interested in that position. Enclosed is a resume for your files.

As you can see by the above letterhead, I work for Kimberly Quality Care. I am a Registered Nurse and have worked with women for the last sixteen years. I am greatly interested in being involved with a commission, and part of the wonderful things that will improve the status of women. Currently I am attending Western Connecticut State University and am doing an Independent Study of sorts entitled "The Future of Feminism". I would greatly appreciate being able to apply the study of women by involvement with the community. I have also attended several of the seminars given by the Women's Center and am familiar with the center's activities that greatly benefit the community.

I would be very honored by being appointed to the Commission. Should you require an interview please contact me at 792-6400. Thank you for your consideration in this matter.

Sincerely,
Heidi Palmer
Heidi Palmer, R.N.
General Manager

14

HEIDI M. PALMER
47 Balmforth Avenue
Danbury, CT 06810

EDUCATION: Western Connecticut State University, Danbury, CT
1/86-present Matriculated Bachelor of Arts, Major Social Sciences
Graduation December 1988

9/82-6/84 Mattatuck Community College, Waterbury, CT
Associate Degree in Science, Nursing

9/78-9/79 PNEP, W.F. Kaynor Technical School, Waterbury, CT

9/69-6/73 Danbury High School, Danbury, CT

WORK

EXPERIENCE: Quality Care, 57 North Street, Danbury, CT
6/84-present Assistant Manager/Marketing Representative
Positions held previously within the company:
Nursing Director/Assistant Clinical Supervisor,
Medicare Primary Care Nurse. Currently Chairman
Recruitment and Retention for Quality Care of
Connecticut.

8/84-11/86 Danbury Hospital, Danbury, CT
PRN Float, Charge nurse Med-Surgical areas,
psychiatric floors.

7/83-6/84 Miller Memorial Community, Broad Street, Meriden, CT
Staff LPN-Administer patient care, administer
medication and treatments, supervise and assist
with patients diets and maintain healthy
environment, accurately record and report daily
activities.

7/81-10/83 Eastview Manor, Scott Road, Prospect, CT
Staff LPN

8/79-8/82 Waterbury Convalescent Center, Waterbury, CT
Staff LPN

PROFESSIONAL ORGANIZATIONS/AWARDS

Past member Connecticut Nurses Association
Past member Connecticut Student Nurses Association
Past Member LPN Association
Past member Danbury Hospital Per Diem Committee
American Cancer Society Nursing Committee
Abbott Tech Practical Nurse Education Program
CRAFT advisory board

Nominated 1988-89 Who's Who in American Nursing
Awarded Who's Who in American Junior Colleges 1984
Special Recognition Award for Charitable Contribution to Fraternal Order of Eagles 1986

14

Palmer/2

COMMUNITY INVOLVEMENTS

Regional Coalition Serving the Handicapped Chair-
man 6/86-9/87

Western Connecticut Regional Hospice Nursing
Volunteer and Fund Raising Committee Member

Tourette's Syndrome Association Member

Connecticut State Auxiliary member, Fraternal
Order of Eagles, Past President Local Chapter

REFERENCES AVAILABLE ON REQUEST



A unit of The Connecticut State University

WESTERN CONNECTICUT STATE UNIVERSITY

Danbury, Connecticut 06810

received
10/24/88

20 October 1988

Dear Mr. Sauer,

Heidi Palmer, who is one of my advanced students, told me of her interest in serving on the City Commission of the Status of Women. I would like to recommend her with enthusiasm: she is bright, energetic, interested in the range of topics the Commission deals with, and has broad and relevant experience to bring to its work.

I hope you will look upon her application with favor.

Sincerely,

Ellen Rosenberg
Professor of Anthropology

14

received
10/26/88

The Honorable Mayor Joseph Sauer
155 Deer Hill Ave.
Danbury Ct. 06810

Heidi Palmer

This letter is in reference to Heidi Palmer and her request for a position on the Commission on the Status of Women.

I have known Heidi for the past six years. During which time I have observed her professionalism and interest in the community through her work with Kimberly-Quality Care. In her position of Branch Manager she has hired and encouraged many women to further their careers in health care. Her community involvements include such organizations as Hospice, American Cancer Society, and the Eagle's organization. She is a dynamic women. Her interest and energy has been behind womens concerns for the past few years. She has further supported and given depth to this interest by enrolling in several womens issue courses through Western State College University.

I feel that her participation in the Commission on the Status of Women can only have a positive impact on the women in Connecticut. I greatly encourage you to consider her request for a position on this committee.

Thank You for your interest
Diane Hollingsworth RN
Graduate Student-Nursing WSCU
Counselor Battered Womens Services Hotline Volunteer
P.O.Box 2253
Danbury Ct. 06813

received

10/24/88

October 18, 1988

14

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

Ed +
Commission

Dear Mayor Sauer,

The following is a personal reference for Heidi Palmer, for your consideration. Heidi is an excellent candidate for the Danbury Commission on the Status of Women.

As Office Manager for Kinleely Quality Care, a home care agency, she is instrumental in providing employment opportunities for women. She is a constant source of encouragement for her staff, regarding continuing education, at all skill levels, so that employees can reach optimum potential. Personally Heidi is currently taking courses at Western Connecticut State University toward completion of a BA degree. She is an above average student and has achieved Dean's List honors.



15

CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

(203) 797-4511

November 30, 1988

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

Dear Council Members:

I hereby appoint Lydia Yaglenski, 61 Padanaram Road, Danbury, Connecticut, Towing Hearing Officer, for a term to expire 12/6/90.

A resume is attached.

Sincerely yours,

A handwritten signature in cursive script that reads "Joseph H. Sauer, Jr." with a large, stylized flourish at the end.

Joseph H. Sauer, Jr.
Mayor

JHS:cjz

15

YDIA YAGLENSKI
1 Padanaram Road
Danbury, Connecticut 06810

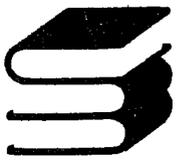
OBJECTIVE: To become involved in the community by volunteering
my time whenever needed.

WORK
EXPERIENCE: Presently Retired.

Prior Employment:
American Radionics, Shalvoys Lane, Danbury
Supervisor of Quality Control
Employed for 23 years, until retirement.

EDUCATION: Scranton High School
Scranton, Pennsylvania (graduate)

OTHER
INFORMATION: Member of Sacred Heart Parish
Resident of Danbury for 48 years
Prior Member of DATAR Fund Raising Committee



DANBURY
PUBLIC
LIBRARY

10

170 MAIN STREET
DANBURY, CONNECTICUT 06810
(203) 797-4505

October 31, 1988

received
10/31/88

Mayor Joseph Sauer

City Hall

Dear Mayor Sauer:

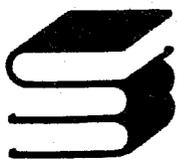
Steven Kellogg, well-known author and illustrator of children's books, is donating his honorarium of \$200.00 to the Library to buy children's books. I would like to add this amount to the Library's Books-Children Dept. line-item #02-07-101-061200.

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

Sincerely,

Betsy Lyke
Director

cc: Dom Setaro
Acting Director of Finance
City Clerk



**DANBURY
PUBLIC
LIBRARY**

16

170 MAIN STREET

DANBURY, CONNECTICUT 06810

(203) 797-4505

October 31, 1988

Mayor Joseph Sauer

City Hall

Dear Mayor Sauer:

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

Sincerely,

Betsy Lyke
Director

cc: Dom Setaro
Acting Director of Finance
City Clerk ✓



**DANBURY
PUBLIC
LIBRARY**

170 MAIN STREET

DANBURY, CONNECTICUT 06810

(203) 797-4505

November 18, 1988

Mayor Joseph Sauer, Jr.

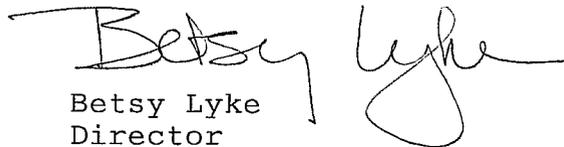
City Hall

Dear Mayor Sauer:

The Library has received a \$50.00 donation to be used to support our Storytime Programs for 2-5 year olds. I would like to put this donation into the Library's Office Supplies line item #02-07-101-040100.

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

Sincerely,


Betsy Lyke
Director

cc: D. Setaro
City Clerk

November 18, 1988

Mayor Joseph Sauer, Jr.

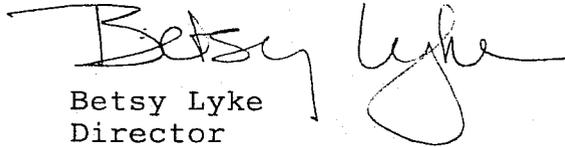
City Hall

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

Sincerely,



Betsy Lyke
Director

cc: D. Setaro
City Clerk

received
11/1/88

18

P.O. Box 645
New York, N.Y. 10101
October 27, 1988

Mayor
Office of the Corporation Counsel
City Hall
Deer Hill Avenue
Danbury, Ct. 06813

Dear Sir:

I would like to inquire on behalf of my mother, Ruth E. Grindell, about the possibility of donating to the city of Danbury the lot on Fox Den Road, list number 8430, location C07063, as indicated on the real estate tax bill.

If acceptable, I'll have my attorney draw up the deed and have it delivered to you.

Yours truly,

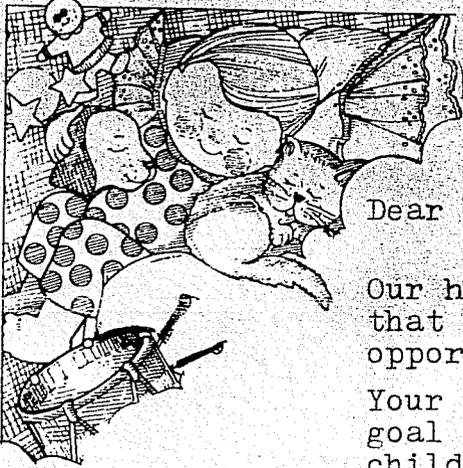
Margaret G. Jackson
(Margaret G. Jackson)

of property on Fox Den Road.
Donation to the City of Danbury

*Rich -
less than .43
1/2 acre (0.43)
Push area!
Suggestions?*

CONNECTICUT CHILDRENS SERVICES INC.
P.O. BOX 2811 DANBURY, CT 06813

Children's Christmas Fund



Dear Santa's Helpers

Our hope is that this annual appeal reaches you at a time that all is going well for you and that you will have the opportunity to give our request your fullest consideration.

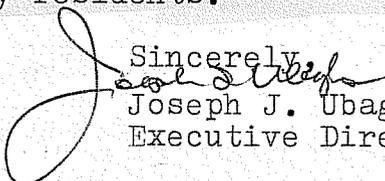
Your participation is urgently needed to meet this years goal of providing new clothes and toys to 4,000 needy children this Christmas Season. The children reside in the fifteen towns surrounding Danbury who are abused, neglected and receive services from the State of Connecticut Department of Children and Youth Services, Dept. Mental Retardation, Dept. of Social Services and Danbury Hospital Pediatric Clinic. State social workers distribute the gifts.

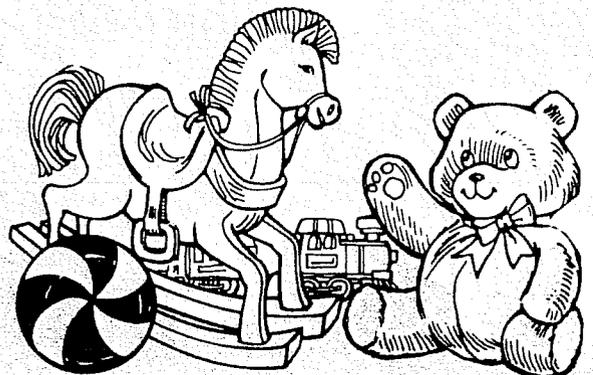
The Childrens Christmas Fund was established over eight years ago and is the largest local "toys for tots" program. It is sponsored by Connecticut Childrens Services Inc. an all volunteer non-profit charitable organization and the largest area newspaper the Danbury News Times. All donations are tax deductible

PLEASE RESPOND TODAY AND SHARE THIS INFORMATION WITH A FRIEND

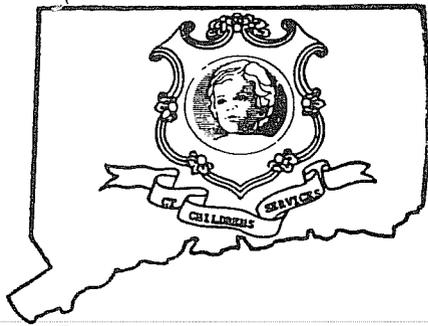
With the exception of the past two years the Common Council has contributed since 1982 through the Firewood charitable sales. We are hopeful that you will participate this year over 2000 children are Danbury residents.

Sincerely,


Joseph J. Ubaghs, MSW, CSW
Executive Director-35516



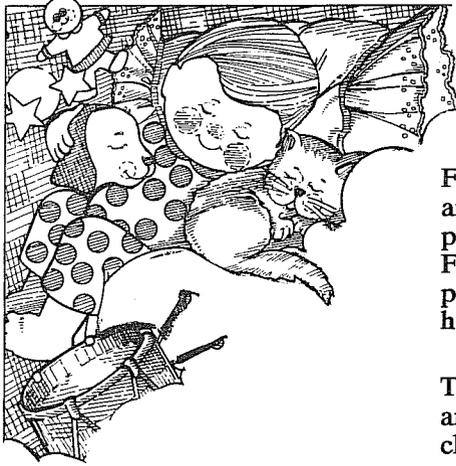
*Let The Sunshine You Give
to A Child Give You A
Warm Feeling Inside!*



CONNECTICUT CHILDRENS SERVICES INC.
P.O. BOX 2811 DANBURY, CT 06813

Children's Christmas Fund

19



MERRY CHRISTMAS

YOUR HELP IS NEEDED TO MAKE IT MERRY FOR AREA CHILDREN

For some less-fortunate children, Christmas has little meaning. The season's merriment and friendship associated with gift giving are not a part of their lives. For some, their parents are apathetic since they have not known the meaning of Christmas themselves. For others, parents may wish to give gifts but are unable to because they have difficulty providing even the basic necessities of daily living. Lastly, there are the children who have been abandoned.

The Children's Christmas Fund is administered by Connecticut Children's Services Inc., an all-volunteer nonprofit local organization and *The News-Times*. Last year 3,500 children in the 16-town Danbury area received gifts. These children may be abused, neglected or dependent and are receiving services from the State Department of Children and Youth Services, State Department of Social Services-Income Maintenance, State Department of Mental Retardation or Danbury Hospital Pediatric Clinic. Some reside with their parents; others may be in foster homes, shelters, or institutions. State social workers distribute the gifts.

With Christmas the traditional time of sharing, approaching swiftly, your tax-deductible contribution to bring some joy to these local children is urgently requested. The number of children has doubled in the past two years to a staggering 3,500 children. There has also been a steady increase in special-needs children who suffer from a life-threatening illness or physical or emotional crisis who especially benefit from the warmth that accompanies their special gift. Children range in age from birth to eighteen.

By making an early cash donation, you can help us help the children most effectively. All tax-deductible donations are used to purchase gifts. New toys and clothes may be brought to the *New-Times* offices in Danbury, New Milford, Newtown, and Ridgefield from November 21 to December 21 between 9 - 4 p.m. Checks should be made payable to the Children's Christmas Fund, and mailed as soon as possible to Connecticut Children's Services, Inc., P.O. Box 2811, Danbury, CT 06813.

PLEASE RESPOND TODAY - SHARE THIS INFORMATION WITH A FRIEND!

Sincerely,

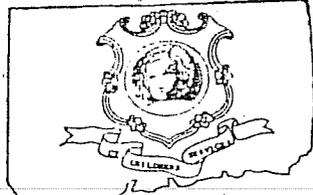
Joseph W. Obegns, MSW, CSW

Executive Director

Connecticut Children's Services



*Let The Sunshine You Give
to A Child Give You A
Warm Feeling Inside!*

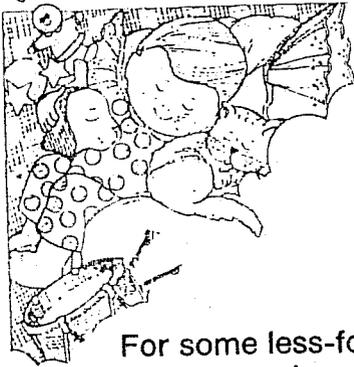


CONNECTICUT CHILDREN'S SERVICES INC.
P.O. BOX 2811 DANBURY, CT 06813

19

Children's Christmas Fund

It's not too early to help make this Christmas a happy one for area children.



For some less-fortunate children, Christmas has little meaning. The season's merriment and friendship associated with gift giving are not a part of their lives. For some, their parents are apathetic since they have not known the meaning of Christmas themselves. For others, parents may wish to give gifts but are unable to because they have difficulty providing even the basic necessities of daily living. Lastly, there are the children who have been abandoned.

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PLEASE RESPOND TODAY AND SHARE THIS INFORMATION WITH A FRIEND.

SINCERELY,

Joseph A. Elbert



20

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

PUBLIC WORKS
(203) 797-4537

DANIEL J. MINAHAN
DIRECTOR OF PUBLIC WORKS

November 29, 1988

DM
TO: MAYOR JOSEPH H. SAUER, & MEMBERS OF THE COMMON COUNCIL
FROM: D.J. MINAHAN, DIRECTOR OF PUBLIC WORKS
RE: ACCEPTANCE OF FILL MATERIAL BY THE DEPARTMENT OF PUBLIC WORKS

As you may be aware, the City of Danbury has, at various times in the past been offered, at no charge, fill material (including but not limited to dirt, gravel etc.) for use on city land or projects.

This is a request that this department be permitted to accept such donations, (after a check of quality and acceptability) including future offers of such material that is of use and value to the city.

This department head or designee would act on behalf of the City of Danbury in acceptance of any material.

Please contact me if you have any questions regarding this.



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

(203) 797-4511

November 30, 1988

Honorable Joseph H. Sauer, Jr. and
Members of the Common Council
City of Danbury
155 Deer Hill Ave.
Danbury, CT 06810

Dear Mayor Sauer and Council Members:

I respectfully request the appointment of an ad hoc committee to review the following:

Transfer of long term lease from the Scott-Fanton Museum to the Community Action Committee of Danbury - Action Day Care Program. Lease is currently held by the Danbury Scott-Fanton Museum and Historical Society, Inc. for property on Mountainville Avenue which is owned by the City of Danbury. Scott-Fanton Museum wishes to relocate the Charles Ives House, which sits on said property, and surrender lease to Action Day Care for the purpose of building new day care facility.

Respectfully submitted,

Diana M. Burgos
Assistant Staff Director

DMB:cjz



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CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

(203) 797-4511

November 29, 1988

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

Dear Council Members:

I am requesting that, as in previous years, we establish an Education Budget Liaison Committee to promote communication concerning our schools.

Sincerely yours,

Joseph H. Sauer, Jr.
Mayor

JHS:cjz



23

CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

(203) 797-4511

November 29, 1988

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

Dear Council Members:

In response to a request which I received from the Danbury Board of Education, I am establishing a five-person Council Committee on School Building Improvements to work with the Board of Education on this very important project. This Committee would develop an in-depth understanding of the Long-Range Planning Task Force Report and its implications. The Committee would also receive information from the architect and school and city administrative staff regarding planning, which is currently underway.

The early appointment of this Committee would help prepare the Council for a recommendation for a school construction project, which the Council will receive in February, 1989.

Sincerely yours,

Joseph H. Sauer, Jr.
Mayor

JHS:cjz



BOARD OF EDUCATION
CITY OF DANBURY
SCHOOL ADMINISTRATION BUILDING, MILL RIDGE
DANBURY, CONNECTICUT 06811
(203)797-4700

23

November 17, 1988

The Honorable Joseph H. Sauer
and Members of the Common Council
City of Danbury

Dear Mayor Sauer and Council Members:

I want to express my appreciation for your presence at the November 16th Board/City Government meeting to discuss the Long-Range Planning Task Force Report.

Several Council members, who were present, have suggested that a Council Committee on School Building Improvements be appointed to work with the Board of Education on this very important project. Such a Committee would develop an in-depth understanding of the Long-Range Planning Task Force Report and its implications. The Committee would also receive information from the architect and school and city administrative staff regarding planning, which is currently underway. The early appointment of this Committee would help prepare the Council for a recommendation for a school construction project, which the Council will receive around the first of February 1989. The Board respectfully requests that this item be placed on the December 6 Common Council Agenda.

If we can provide additional information, please do not hesitate to contact Dr. Singe or me.

Sincerely,

John Pepe, Chairperson
Danbury Board of Education

JP/jgh



24

P.O. Box 292
Candlewood Isle
Connecticut 06812

Connecticut Brass Society

Elizabeth Crudgington
City Clerk
151 Deer Hill Ave.
Danbury CT 06810

November 7, 1988

Dear Ms. Crudgington,

Enclosed is a copy of a letter to Mayor Sauer regarding the Danbury Brass Band. This was inadvertently left off the Common Council agenda for their November 1 meeting.

Mayor Sauer suggested I write you to put it on the agenda for the December (6th) meeting.

Sincerely,

Alan Raph

encl.
cc. Mayor Sauer



24

P.O. Box 292
Candlewood Isle
Connecticut 06812

Connecticut Brass Society

The Honorable Mayor Joseph H. Sauer
Mayor's Office
155 Deer Hill Avenue
Danbury, Connecticut 06810

October 7, 1988

Dear Mayor Sauer,

This letter is a request from the Danbury Brass Band to be considered Danbury's 'official' band.

This designation would be an honorary title which we would wear proudly as we continue presenting high quality free concerts to the people of the Danbury area.

You will recall at the recent "Taste of Danbury" event, we premiered an original "Fanfare" in honor of Danbury's #1 status. We have also performed at such city-related functions as the opening of Tarrywile, the Charles Ives Center, the kick-off of the United Way Centennial, and Danbury's own Tricentennial.

Please be assured that this is not an appeal for funding. We have the means of financing our concerts as outlined in the enclosed fact-sheet.

The 'liability' factor which sometimes arises with city-related organizations would not in this case be a deterrent. We do not propose to hold the city responsible for the band's actions or injuries, and if asked, we will sign such a waiver.

We feel that the time is right for Danbury to be visibly proud of its status and heritage, and the Danbury Brass Band is the perfect vehicle to capture the spirit and pulse of its people.

Respectfully submitted,

Alan Raph

encl.

cc: Common Council Members

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RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:



THAT Joseph H. Sauer, Jr., Mayor of the City of Danbury is hereby authorized to execute Agreement No. 4.08-02(88) between the State of Connecticut and the City of Danbury for the installation of a traffic control signal at the intersection of Route 39 and East Gate Road in the City of Danbury.



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

ROBERT T. RESHA
CORPORATION COUNSEL

PLEASE REPLY TO:

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

DANBURY, CT 06810

December 1, 1988

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

Re: Traffic Signalization, Route 39 and East Gate Road

Dear Mayor and Council Members:

This office has received copies of a proposed agreement between the State of Connecticut and the City of Danbury in connection with the above. In summary, it provides that the State is willing to install a signal light at the intersection of Route 39 and East Gate Road; provided that the City of Danbury is willing to contribute the sum of \$13,000.00 toward the cost of the project. I have attached a copy of the proposed contract for your review.

The state also forwarded a copy of a resolution which they would like adopted by the common council. It authorizes the Mayor to sign the contract on behalf of the City. Please consider its adoption in the usual fashion. If you have any questions, please feel free to contact me.

Sincerely,

Eric L. Gottschalk
Assistant Corporation Counsel

ELG:g

c: John A. Schweitzer Jr.
City Engineer

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025

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

November 18, 1981

ADMINISTRATIVE MEMORANDUM NO. 4

(Reissued December 7, 1987)

TO: ALL DEPARTMENT OF TRANSPORTATION EMPLOYEES

SUBJECT: CODE OF ETHICS

This memorandum is for the purpose of clearly defining the policies of the Department of Transportation on the solicitation and/or acceptance of gifts and gratuities and on outside employment or business involvement.

No employee of the Connecticut Department of Transportation shall, either individually (or as a member of a group), directly or indirectly, solicit or accept any gift or gratuity from any person or organization with whom he/she has, has had, or may expect to have, a business relationship which could cause, or create the appearance of, a conflict with or influence the performance of the employee's duties with the Department.

Any gift or gratuity must be refused or returned with a copy of the letter concerning our Code of Ethics Policy which has been sent to the concerns doing business with the Department of Transportation. The only exception recognized is for advertising matter which has negligible monetary value and which is widely distributed or generally available without charge.

No employee of the Connecticut Department of Transportation shall use or distribute State information or use State equipment or materials for other than State business purposes.

No employee of the Connecticut Department of Transportation shall allow any private obligation of employment or enterprise to take precedence over his/her responsibility to the Department.

No employee of the Connecticut Department of Transportation shall accept employment with any consultant, contractor, appraiser or any other organization or individual which is under contract or agreement with the State of Connecticut, nor shall any employee of the Connecticut Department of Transportation have, directly or indirectly, a financial interest in any business, firm or enterprise doing business with the State of Connecticut which could cause, or create the appearance of, a conflict with or influence the performance of the employee's duties with the Department.

The foregoing policies apply to all employees of the Department of Transportation, and it shall be the responsibility of each employee to be familiar with them and to comply with them.


J. William Burns
Commissioner

AGREEMENT BETWEEN THE STATE OF CONNECTICUT

AND

THE CITY OF DANBURY

FOR SHARING THE COST OF THE INSTALLATION OF A TRAFFIC CONTROL SIGNAL
STATE PROJECT NO. 270-205(034-2590)

THIS AGREEMENT, concluded at Wethersfield, Connecticut, this
day of _____, 19____, by and between the State of Connecticut,
Department of Transportation, J. William Burns, Commissioner, acting herein
by Robert W. Gubala, Transportation Chief Engineer, Bureau of Highways,
duly authorized, hereinafter referred to as the State, and the City of
Danbury, acting herein by Joseph H. Sauer, Jr., Mayor, City Hall, 155 Deer
Hill Avenue, Danbury, Connecticut, 06810, hereunto duly authorized,
hereinafter referred to as the Second Party.

WITNESSETH THAT,

WHEREAS, the Second Party has requested that the State install a
traffic control signal at the intersection of Route 39 at East Gate Road in
the City of Danbury, and

WHEREAS, the State has determined that the requested improvement
is warranted at the said location, and

WHEREAS, the State, pursuant to Section 13b-23 of the General
Statutes of Connecticut, as revised, is authorized to enter into this
Agreement.

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NOW THEREFORE, KNOW YE, it is mutually agreed that:

1. The State shall install a traffic control signal at Route 39 and East Gate Road. The work shall be assigned a project number for the commitment of funds. Should the project be cancelled prior to completion, the State shall determine the salvage value of materials and make an appropriate refund to the Second Party.
2. The Second Party shall forward to the State, upon demand, prior to the commencement of any work, a single final payment in full of Thirteen Thousand Dollars (\$13,000.00).
3. Maintenance responsibility and electrical energy provisions shall be as specified by the State Traffic Commission.
4. The Second Party shall record this Agreement in the appropriate permanent files of the town wherein the signal is located, at no cost to the State.
5. The State assumes no financial obligation under the terms of this Agreement until the Second Party is notified in writing by the State that said Agreement has been approved as to form by the Attorney General of the State of Connecticut.

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6. The Second Party agrees that the attached Appendix MB entitled "Administrative Memorandum No. 198, Subject: Requirements of Title 49, CFR Part 23", revised as of October 6, 1987, is hereby made a part of this Agreement. The State advises the Second Party that failure to carry out the requirements set forth in Appendix MB: Requirements of Title 49, CFR Part 23 shall constitute a breach of contract and may result in termination of the Agreement by the State or such remedy as the State deems appropriate.
7. The Second Party hereby acknowledges and agrees to comply with the policies enumerated in Administrative Memorandum No. 4 dated November 18, 1981 (Reissued December 7, 1987) Re: State Employee Code of Ethics, a copy of which is attached hereto and made a part hereof.
8. The Second Party shall comply with the Regulations of the United States Department of Transportation (Title 49, Code of Federal Regulations, Part 21) issued in implementation of Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4, and Appendix CR attached hereto, both of which are hereby made a part of this Agreement.

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9. The Second Party agrees that, from the time this Agreement is fully executed, until all terms of this Agreement have been complied with, it shall indemnify and save harmless, the State, its officers, agents and employees from all claims, suits, actions, damages and costs of every name and description resulting from or arising out of operations conducted by the Second Party under this Agreement and that such indemnification shall not be limited by reason of any insurance coverage.
10. The Second Party is hereby put on notice that Section 4-114a of the Connecticut General Statutes entitled "Nondiscrimination Clauses in State Contracts" has been expanded to include certain definitions, factors to be considered in determining good faith efforts, the need for documentation of such good faith efforts, and a mandate to the Commission on Human Rights and Opportunities to adopt regulations implementing State law.
11. The Second Party agrees and warrants that in the performance of this Agreement, it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown

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by the Second Party that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. If the Agreement is for a public works project, the Second Party agrees and warrants that it will make good faith efforts to employ Minority Business Enterprises as subcontractors and suppliers of materials on such project. The Second Party further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the Second Party as relate to the provisions of this section and Section 46a-56 of the Connecticut General Statutes.

12. The Agreement is subject to the provisions of the Governor's Executive Order No. Three promulgated June 16, 1971 and as such, this Agreement may be cancelled, terminated or suspended by the State Labor Commissioner for violation of or non-compliance with said Executive Order No. Three, or any State or Federal law concerning nondiscrimination, notwithstanding that the State Labor Commissioner is not a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that the attached Executive Order No. Three is incorporated herein and made a part hereof. The

parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to non-discrimination, until the Agreement is completed or terminated prior to completion.

- 13. The Second Party agrees, as part consideration hereof, that this Agreement is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner. A copy of said Guidelines is attached and hereby made a part of this Agreement.
- 14. This Agreement is executed subject to the Governor's Executive Order No. 17, a copy of which is attached hereto and is hereby made a part of this Agreement, Governor's Executive Order No. 17, requires, among other things, that all contractors and subcontractors shall list all employment openings with the office of the Connecticut State Employment Service in the area where the work is to be performed or where the services are to be rendered. Failure of the Second Party to conform with the requirements of the Governor's Executive Order No. 17 and any orders, rules or regulations issued pursuant thereto, shall be a basis for termination of this Agreement by the State.

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15. It is mutually understood and agreed by the parties hereto that any official notice from one such party to the other such party, in order for such notice to be binding thereon, shall;

A. be in writing addressed to:

(1) when the State is to receive such notice -

Commissioner of Transportation
Connecticut Department of Transportation
24 Wolcott Hill Road
P.O. Drawer A
Wethersfield, Connecticut 06109;

(ii) when the Second Party is to receive such notice -

the person acting herein as signatory for the
Second Party receiving such notice;

B. be delivered in person or be mailed United States Postal Service - "Certified Mail" to the address recited herein as being the address of the party to receive such notice; and

C. contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

The term "official notice" as used herein, shall be construed to include but not be limited to any request, demand, authorization, direction, waiver, and/or consent of the party as well as any document(s) provided, permitted, or required for the making or ratification of any change, revision, addition to or deletion from the document, contract, or agreement in which this "official notice" specification is contained.

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Further, it is understood and agreed that nothing herein-
above contained shall preclude the parties hereto from subsequently
agreeing, in writing, to designate alternate persons (by name, title and
affiliation) to which such notice(s) is (are) to be addressed; alternate
means of conveying such notice(s) to the particular party(ies); and/or
alternative locations to which the delivery of such notice(s) is (are) to
be made, provided such subsequent agreement(s) is (are) concluded pursuant
to the adherence to this specification.

25

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year indicated.

WITNESSES:

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
J. WILLIAM BURNS
COMMISSIONER

Name: _____

By _____ (Seal)
Robert W. Gubala
Transportation Chief Engineer
Bureau of Highways

Name: _____

Date: _____

WITNESSES:

SECOND PARTY
CITY OF DANBURY

Name: _____

By _____ (Seal)
Name: Joseph H. Sauer, Jr.
Title: Mayor

Name: _____

Date: _____

APPROVED AS TO FORM:

Attorney General
State of Connecticut

Date: _____

23

STATE OF CONNECTICUT
BY HIS EXCELLENCY
THOMAS J. MESKILL
GOVERNOR
EXECUTIVE ORDER NO. THREE

WHEREAS, sections 4-61d (b) and 4-114a of the 1969 supplement to the general statutes require nondiscrimination clauses in state contracts and subcontracts for construction on public buildings, other public works and goods and services and

WHEREAS, section 4-61e (c) of the 1969 supplement to the general statutes requires the labor department to encourage and enforce compliance with this policy by both employers and labor unions, and to promote equal employment opportunities, and

WHEREAS, the government of this state recognizes the duty and desirability of its leadership in providing equal employment opportunity, by implementing these laws,

NOW, THEREFORE, I, THOMAS J. MESKILL, Governor of the State of Connecticut, acting by virtue of the authority vested in me under section twelve of article fourth of the constitution of the state, as supplemented by section 3-1 of the general statutes, do hereby ORDER and DIRECT, as follows, by this Executive Order:

I

The labor commissioner shall be responsible for the administration of this Order and shall adopt such regulations as he deems necessary and appropriate to achieve the purposes of this Order. Upon the promulgation of this Order, the commissioner of finance and control shall issue a directive forthwith to all state agencies, that henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order, and that such contract or subcontract may be cancelled, terminated or suspended by the labor commissioner for violation of or noncompliance with this Order or state or federal laws concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to such contract or subcontract.

II

Each contractor having a contract containing the provisions prescribed in section 4-114a of the 1969 supplement to the general statutes, shall file, and shall cause each of his subcontractors to file, compliance reports with the contracting agency or the labor commissioner, as may be directed. Such reports shall be filed within such times and shall contain such information as to employment policies and statistics of the contractor and each subcontractor, and shall be in such form as the labor commissioner may prescribe. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order or any preceding similar Order, and in that event to submit on behalf of themselves and their proposed subcontractors compliance reports prior to or as an initial part of their bid or negotiation of a contract.

III

Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor organization or employment agency as defined in section 31-122 of the general statutes, the compliance report shall identify the said organization or agency and the contracting agency or the labor commissioner may require a compliance report to be filed with the contracting agency or the labor commissioner, as may be directed, by such organization or agency, signed by an authorized officer or agent of such organization or agency, with supporting information, to the effect that the signer's practices and policies, including but not limited to matters concerning personnel, training, apprenticeship, membership, grievance and representation, and upgrading, do not discriminate on grounds of race, color, religious creed, age, sex, or national origin, or ancestry of any individual, and that the signer will either affirmatively cooperate in the implementation of the policy and provisions of this Order, or that it consents and agrees that recruitment, employment and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the Order.

IV

The labor commissioner may by regulation exempt certain classes of contracts, subcontracts or purchase order from the implementation of this Order, for standard commercial supplies or raw materials, for less than specified amounts of money or numbers of workers or for subcontractors below a specified tier. The labor commissioner may also provide by regulation for the exemption of facilities of a contractor which are in all respects separate and distinct from activities of the contractor related to the performance of the state contract, provided only that such exemption will not interfere with or impede the implementation of this Order, and provided further, that in the absence of such an exemption, all facilities shall be covered by the provisions of this Order.

V

Each contracting agency shall be primarily responsible for obtaining compliance with the regulations of the labor commissioner with respect to contracts entered into by such agency or its contractors. All contracting agencies shall comply with the regulations of the labor commissioner in discharging their primary responsibility for securing compliance with the provisions of contracts and otherwise with the terms of this Order and of the regulations of the labor commissioner issued pursuant to this Order. They are directed to cooperate with the labor commissioner and to furnish the labor commissioner such information and assistance as he may require in the performance of his functions under this Order. They are further directed to appoint or designate from among the personnel of each agency, compliance officers, whose duty shall be to seek compliance with the objectives of this Order by conference, conciliation, mediation, or persuasion.

VI

The labor commissioner may investigate the employment practices and procedures of any state contractor or subcontractor and the practices and policies of any labor organization or employment agency hereinabove described, relating to employment under the state contract, as concerns nondiscrimination by such organization or agency as hereinabove described, or the labor commissioner may initiate such investigation by the appropriate contract agency, to determine whether or not the contractual provisions hereinabove specified or statutes of the state respecting them have been violated. Such investigation shall be conducted in accordance with the procedures established by the labor commissioner and the investigating agency shall report to the labor commissioner any action taken or recommended.

VII

The labor commissioner shall receive and investigate or cause to be investigated complaints by employees or prospective employees of a state contractor or subcontractor or members or applicants for membership or apprenticeship or training in a labor organization or employment agency hereinabove described, which allege discrimination contrary to the contractual provisions specified hereinabove or state statutes requiring nondiscrimination in employment opportunity. If this investigation is conducted for the labor commissioner by a contracting agency, that agency shall report to the labor commissioner what action has been taken or is recommended with regard to such complaints.

The labor commissioner shall use his best efforts, directly and through contracting agencies, other interested federal, state and local agencies, contractors and all other available instrumentalities, including the commission on human rights and opportunities, the executive committee on human rights and opportunities, and the apprenticeship council under its mandate to provide advice and counsel to the labor commissioner in providing equal employment opportunities to all apprentices and to provide training, employment and upgrading opportunities for disadvantaged workers, in accordance with section 31-51 (d) of the 1969 supplement to the general statutes, to cause any labor organization or any employment agency whose members are engaged in work under government contracts or referring workers or providing or supervising apprenticeship or training for or in the course of work under a state contract or subcontract to cooperate in the implementation of the purposes of this Order. The labor commissioner shall in appropriate cases notify the commission on human rights and opportunities or other appropriate state or federal agencies whenever it has reason to believe that the practices of any such organization or agency violate equal employment opportunity requirements or state or federal law.

IX

The labor commissioner or any agency officer or employee in the executive branch designated by regulation of the labor commissioner may hold such hearings, public or private, as the labor commissioner may deem advisable for compliance, enforcement or educational purposes under this Order.

X

(a) The labor commissioner may hold or cause to be held hearings, prior to imposing ordering or recommending the imposition of penalties and sanctions under this Order. No order for disbarment of any contractor from further state contracts shall be made without affording the contractor an opportunity for a hearing. In accordance with such regulations as the labor commissioner may adopt, the commissioner or the appropriate contracting agency may

- (1) Publish or cause to be published the names of contractors or labor organizations or employment agencies as hereinabove described which it has concluded have complied or failed to comply with the provisions of this Order or the regulations of the labor commissioner in implementing this Order.
- (2) Recommend to the commission on human rights and opportunities that in cases in which there is substantial or material violation or threat thereof of the contractual provision or related state statutes concerned herein, appropriate proceedings be brought to enforce them, including proceedings by the commission on its own motion under chapter 563 of the general statutes and the enjoining, within the limitations of applicable law, of organizations, individuals or groups who prevent directly or indirectly or seek to prevent directly or indirectly compliance with the provisions of this Order.
- (3) Recommend that criminal proceedings be brought under chapter 939 of the general statutes.
- (4) Cancel, terminate, suspend or cause to be cancelled, terminated, or suspended in accordance with law any contract or any portion or portions thereof for failure of the contractor or subcontractor to comply with the nondiscrimination provisions of the contract. Contracts may be cancelled, terminated, suspended absolutely or their continuance conditioned upon a program for future compliance approved by the contracting agency.
- (5) Provide that any contracting agency shall refrain from entering into any further contracts or extensions or modifications of existing contracts with any contractor until he has satisfied the labor commissioner that he has established and will carry out personnel and employment policies compliant with this Order.
- (6) Under regulations prescribed by the labor commissioner each contracting agency shall make reasonable efforts within a reasonable period of time to secure compliance with the contract provisions of this Order by methods of conciliation, mediation or persuasion, before other proceedings shall be instituted under this Order or before a state contract shall be cancelled or terminated in whole or in part for failure of the contractor or subcontractor to comply with the contract provisions of state statute and this Order.

(b) Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the labor commissioner or pursuant to his regulations shall promptly notify him of such action. Whenever the labor commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting agency and other interested federal, state and local agencies of the action recommended. The state and local agency or agencies shall take such action and shall report the results thereof to the labor commissioner within such time as he shall specify.

XI

If the labor commissioner shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless he has satisfactorily complied with the provisions of this Order, or submits a program for compliance acceptable to the labor commissioner, or if the labor commissioner so authorizes, to the contracting agency.

XII

Whenever a contracting agency cancels or terminates a contract, or a contractor has been disbarred from further government contracts because of noncompliance with the contract provisions with regard to nondiscrimination, the labor commissioner or the contracting agency shall rescind such disbarment, upon the satisfaction of the labor commissioner that the contractor has purged himself of such noncompliance and will thenceforth carry out personnel and employment policies of nondiscrimination in compliance with the provision of this Order.

XIII

The labor commissioner may delegate to any officer, agency or employee in the executive branch any function or duty of the labor commissioner under this Order except authority to promulgate regulations of a general nature.

XIV

This Executive Order supplements the Executive Order issued on September 28, 1967. All regulations, orders, instructions, designations and other directives issued heretofore in these premises, including those issued by the heads of various departments or agencies under or pursuant to prior order or statute, shall remain in full force and effect, unless and until revoked or superseded by appropriate authority, to the extent that they are not inconsistent with this Order.

This Order shall become effective thirty days after the date of this Order.

Dated at Hartford, Connecticut, this 16th day of June, 1971.


GOVERNOR

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GUIDELINES AND RULES
OF STATE LABOR COMMISSIONER
IMPLEMENTING GOVERNOR'S EXECUTIVE
ORDER NO. THREE

SEC. 1. PERSONS AND FIRMS SUBJECT TO EXECUTIVE ORDER NO. THREE AND GUIDELINES AND RULES.

a. Every contractor, or subcontractor as defined in Sec. 2 hereof, supplier of goods or services, vendor, bidder and prospective contractor or subcontractor, having ten or more employees as defined in Sec. 3 of these Guidelines, having or entering into or bidding to enter into any type of contractual relationship with the State of Connecticut or any of its agencies, boards, commissions, departments or officers, and if the consideration, cost, subject matter or value of the goods or services exceeds \$5,000.00, shall be subject to the Governor's Executive Order No. Three and these Guidelines and Rules.

b. A copy of the Governor's Executive Order No. Three and of these Guidelines and Rules shall be available to each said contractor, subcontractor, supplier, vendor, bidder and prospective contractor and subcontractor, and the said Executive Order No. Three and these Guidelines and Rules shall be incorporated by reference and made a part of the contract, purchase order, agreement or document concerned. A copy of the Executive Order and of these Guidelines and Rules shall be furnished to a contracting party or bidder on request.

c. All persons, partnerships, associations, firms, corporations and other entities having less than ten employees as defined in Sec. 3 at the time of the bid and execution of the contract and continuing through the performance of the contract are exempt from the provisions of the said Executive Order and these Guidelines and Rules. All contracts, subcontracts, purchase orders and agreements wherein the consideration is \$5,000.00 or less shall be exempt from Executive Order No. Three and from these Guidelines and Rules.

SEC. 2. SUBCONTRACTORS.

As used herein, subcontractors are persons, partnerships, associations, firms or corporations or other entities having contractual relationship with a contractor who in turn has a contract with the State of Connecticut or any of its agencies, boards, commissions or departments. Subcontractors below this tier are exempt from the Executive Order and from these Guidelines and Rules.

SEC. 3 EMPLOYEES.

As used herein, employees are persons working full or part-time irrespective of personnel classification whose wages, salaries, or earnings are subject to the Federal Insurance Contribution Act and/or to Federal Withholding Tax as a matter of law (whether in fact or not any actual withholding occurs in a given case), in an employee-employer relationship at the time of bid, contract execution, or offer or acceptance, and/or during any time thereafter during the existence of the performance period of the contract to the conclusion thereof.

SEC. 4. REPORTS.

a. Prior to the execution of the contract or prior to acceptance of a bid, as the case may be, the contractor, subcontractor, bidder or vendor shall file a report with the State Labor Commissioner, which report shall be complete and contain all of the information therein prescribed. The report shall be on Form E.O. 3-1, a facsimile of which is attached hereto and made a part hereof, or in lieu thereof the contractor, subcontractor, bidder or vendor shall submit a detailed report containing all of the information required in Form E.O. 3-1.

b. The Labor Commissioner may require the filing of additional reports prior to final payment or prior to any renewal or extension of the contract and during the duration of the contract at such times as the Commissioner may, in his discretion, from time to time deem necessary. The Labor Commissioner may require the filing of additional information or reports, and the contractor, subcontractor, bidder or vendor shall furnish said information or reports within the times prescribed by the Labor Commissioner.

c. The Labor Commissioner may, at his discretion, also require timely statistical reports on the number of minority employees employed or to be employed in the performance of the contract, and the Labor Commissioner may define such minority groups or persons.

d. Reports filed pursuant to these Guidelines and Rules in implementation of Executive Order No. Three are not public records subject to public inspection, but may be inspected only by federal and state officials having jurisdiction and authority to investigate matters of this type. All federal and state agencies empowered by law to investigate matters relating to Executive order No. Three shall have access to these reports for inspection or copying during regular business hours.

e. Any person who wilfully, wantonly or through negligence destroys or permits to be destroyed, alters or allows to be altered after filing, any reports submitted in compliance herewith shall be subject to penalties as prescribed by law.

SEC. 5. MANDATORY CLAUSES IN DOCUMENTS.

a. All contracts shall contain the following provisions verbatim:

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

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

These provisions are in addition to and not in lieu of other clauses required by law.*

* N.B. The above paragraphs contain requirements additional to those set forth in July 16, 1971 directive to state agencies.

b. Every purchase order or like form submitted by a vendor or bidder, as applicable, shall contain the following clause verbatim:

Vendor agrees, as part of the consideration hereof, that this order is subject to the provisions of Executive Order No. Three and the Guidelines and Rules issued by the Labor Commissioner implementing said Order as to nondiscrimination, and vendor agrees to comply therewith.

c. Where preprinted contract forms have been prescribed by federal authority and the rules of the federal agency prohibit the alteration thereof, the compliance officer of the State agency concerned shall submit to the Labor Commissioner a suggested short form or addendum acceptable to the federal agency, and in such cases, after approval by the Labor Commissioner, said clause may be substituted.

SEC. 6. COOPERATION OF STATE AGENCIES, BOARDS AND COMMISSIONS.

Every agency, board, commission and department of the State of Connecticut shall cooperate with the Labor Commissioner in the implementation of Executive Order No. Three and shall furnish such information and assistance as the Labor Commissioner may from time to time request.

SEC. 7. INVESTIGATIONS, COMPLAINTS.

The Labor Commissioner may initiate an investigation upon receipt of a complaint alleging discrimination. The Labor Commissioner may request that an investigation be conducted by the State agency which is the party to the contract in question. Investigations shall be conducted in accordance with acceptable legal standards, safeguarding the rights of all parties involved, and obtaining all of the relevant facts necessary for a complete determination of the issues. If the Labor Commissioner is not satisfied with the investigation or any part thereof he may order it to continue or to proceed further.

SEC. 8. HEARINGS.

The Labor Commissioner or officers designated by the heads of the State agencies, boards and commissions may conduct hearings on complaints filed. Hearings shall be held only after a report of the complaint has been filed with the Labor Commissioner and after a hearing on the complaint has been authorized or directed by the Labor Commissioner. Hearings shall be conducted in accordance with the accepted principles of administrative law. All parties shall be afforded the opportunity to a full, fair, impartial and complete hearing, the opportunity to examine and cross examine witnesses and to be present at all sessions of the hearing. If any party is vulnerable to a charge of a violation of the law, he shall be afforded the opportunity to procure counsel who may be present at the hearing.

SEC. 9. EQUAL EMPLOYMENT OPPORTUNITIES.

All State contracting agencies, employers, and labor unions shall use their best efforts to provide equal employment opportunities to all apprentices and to provide training, employment and upgrading opportunities for disadvantaged workers in accordance with section 31-51(d) of the General Statutes

SEC. 10. DUTIES OF CONTRACTING AGENCIES.

All State contracting agencies shall be responsible for compliance with said Executive Order and with all state and federal laws relating to equal employment opportunities. All contracting agencies conducting investigations for the Labor Commissioner pursuant to Executive Order No. Three and these Guidelines and Rules shall report to the Labor Commissioner the action taken or recommended with regard to each complaint filed. Each officer of the executive department, every commissioner, and each executive head of each State agency, board and commission in the executive branch of the State government is expected to assume the responsibility of seeing to complete compliance with the Governor's Executive Order No. Three and shall forthwith take steps to assure and guarantee that there shall be no discrimination within their departments, agencies, boards or commissions in the performance of any state contract or subcontract on the basis of race, creed, color, sex, age, national origin or national ancestry, or in any way in violation of any state or federal law relating thereto.

BY VIRTUE OF THE AUTHORITY VESTED IN ME PURSUANT TO EXECUTIVE ORDER NO. THREE EFFECTIVE JULY 16, 1971, AND THE GENERAL STATUTES OF CONNECTICUT.

Dated at Wethersfield, Connecticut this 19th day of Nov. 1971.

Jack A. Fusari

JACK A. FUSARI
LABOR COMMISSIONER

BY HIS EXCELLENCY
THOMAS J. MESKILL
GOVERNOR
EXECUTIVE ORDER NO. SEVENTEEN

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WHEREAS, Section 31-237 of the General Statutes of Connecticut as amended requires the maintaining of the established free services of the Connecticut State Employment Service to both employers and prospective employees and

WHEREAS, Section 31-5 of the General Statutes of Connecticut requires that no compensation or fee shall be charged or received directly or indirectly for the services of the Connecticut State Employment Service and

WHEREAS, large numbers of our citizens who have served in the Armed Forces of our nation are returning to civilian life in our state and seeking employment in civilian occupations and

WHEREAS, we owe a duty as well as gratitude to these returning veterans including the duty to find suitable employment for them and

WHEREAS, many of our handicapped citizens are fully capable of employment and are entitled to be placed in suitable employment and

WHEREAS, many of the citizens of our state who are unemployed are unaware of the job openings and employment opportunities which do in fact exist in our state and

WHEREAS, notwithstanding the free services of the Connecticut State Employment Service, many of our Connecticut employers do not use its free services or do not avail themselves fully of all of the services offered.

NOW, THEREFORE, I, THOMAS J. MESKILL, Governor of the State of Connecticut, acting by virtue of the authority vested in me under the fourth article of the Constitution of the State and in accordance with Section 3-1 of the General Statutes, do hereby ORDER and DIRECT, as follows, by this Executive Order:

I

The Labor Commissioner shall be responsible for the administration of this Order and shall do all acts necessary and appropriate to achieve its purpose. Upon promulgation of this Order, the Commissioner of Finance and Control shall issue a directive forthwith to all state agencies that henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order, and that such contract or subcontract may be cancelled, terminated or suspended by the Labor Commissioner for violation of or noncompliance with this Order, notwithstanding that the Labor Commissioner is not a party to such contract or subcontract.

II

Every contractor and subcontractor having a contract with the state or any of its agencies, boards, commissions, or departments, every individual partnership, corporation, or business entity having business with the state or who or which seeks to do business with the state, and every bidder or prospective bidder who submits a bid or replies to an invitation to bid on any state contract shall list all employment openings with the office of the Connecticut State Employment Service in the area where the work is to be performed or where the services are to be rendered.

III

All state contracts shall contain a clause which shall be a condition of the contract that the contractor and any subcontractor holding a contract directly under the contractor shall list all employment openings with the Connecticut State Employment Service. The Labor Commissioner may allow exceptions to listings of employment openings which the contractor proposes to fill from within its organization from employees on the rolls of the contractor on the date of publication of the invitation to bid or the date on which the public announcement was published or promulgated advising of the program concerned.

IV

Each contracting agency of the state shall be primarily responsible for obtaining compliance with this Executive Order. Each contracting agency shall appoint or designate from among its personnel one or more persons who shall be responsible for compliance with the objectives of this Order.

V

The Labor Commissioner shall be and is hereby empowered to inspect the books, records, payroll and personnel data of each individual or business entity subject to this Executive Order and may hold hearings or conferences, formal or informal, in pursuance of the duties and responsibilities hereunto delegated to the Labor Commissioner.

VI

The Labor Commissioner or any agency officer or employee in the executive branch designated by regulation of the Labor Commissioner may hold such hearings, public or private, as the Labor Commissioner may deem advisable for compliance, enforcement or educational purposes under this Order.

VII

(a) The Labor Commissioner may hold or cause to be held hearings, prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. In accordance herewith, the Commissioner or the appropriate contracting agency may suspend, cancel, terminate, or cause to be suspended, cancelled, or terminated in accordance with law any contract or any portion or portions thereof for failure of the contractor or subcontractor to comply with the listing provisions of the contract. Contracts may be cancelled, terminated, suspended absolutely or their continuance conditioned upon a program for future compliance approved by the contracting agency.

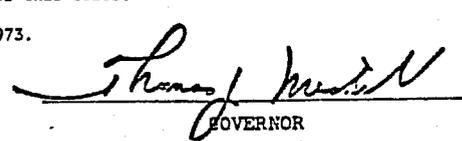
(b) Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the Labor Commissioner, shall promptly notify him of such action. Whenever the Labor Commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting agency of the action recommended. The agency shall report the results to the Labor Commissioner promptly.

VIII

If the Labor Commissioner shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless he has satisfactorily complied with the provisions of this Order.

This Order shall become effective sixty days after the date of this Order.

Dated at Hartford, Connecticut, this 15th day of February, 1973.


GOVERNOR

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During the performance of this Agreement, the Second Party, for itself, its assignees and successors in interest agrees as follows:

- (1) Compliance with Regulations: The Second Party shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- (2) Nondiscrimination: The Second Party, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Second Party shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Second Party for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Second Party of the Second Party's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: The Second Party shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Connecticut Department of Transportation or the appropriate Federal Agency directly involved therewith, to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Second Party is in the exclusive possession of another who fails or refuses to furnish this information, the Second Party shall so certify to the Connecticut Department of Transportation, or the appropriate Federal Agency directly involved therewith, if appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the Second Party's noncompliance with the nondiscrimination provisions of this Agreement, the Connecticut Department of Transportation shall impose such sanctions as it or the appropriate Federal Agency directly involved therewith, may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the Second Party under the Agreement until the Second Party complies, and/or
 - (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: The Second Party shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Second Party shall take such action with respect to any subcontract or procurement as the Connecticut Department of Transportation or the appropriate Federal Agency directly involved therewith, may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a Second Party becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Second Party may request the Connecticut Department of Transportation to enter into such litigation to protect the interests of the State of Connecticut, and, in addition, the Second Party may request the United States to enter into such litigation to protect the interests of the United States.



CONNECTICUT DEPARTMENT OF TRANSPORTATION
POLICY STATEMENT

25

POLICY NO. ADMIN.-19

June 13, 1988

SUBJECT: Policy on D.B.E.'s

As part of the requirements of Title 49, Code of Federal Regulations Part 23, effective immediately, the following Policy Statement must be included in all federal-aid contracts, all financial assistance agreements and in all subcontracts.

I am therefore directing the following be included in all agreements with contractors, subcontractors, consultants, cities, towns and all recipients of State or Federal-assistance funds.

"Policy - It is the Policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal or State funds under this agreement. Consequently, the D.B.E. requirements of 49 CFR Part 23 apply to this agreement."

"D.B.E. Obligation - The State or its contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, the State and its contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department of Transportation assisted contracts."

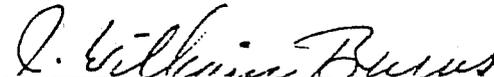
In addition to the above, all financial assistance agreements shall also contain the following statement:

"If as a condition of assistance the Connecticut Department of Transportation has submitted and the U.S. Department of Transportation has approved a disadvantaged business enterprise affirmative action program which the recipient agrees to carry out, this Program is incorporated into this financial assistance agreement by reference. This Program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement. Upon notification

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to the State of its failure to carry out the approved Program, the Department shall impose such sanctions as noted in 49 CFR Part 23, Subpart E, which sanctions may include terminations of the agreement or other measures that may affect the ability of the recipient to obtain future D.O.T. financial assistance."

This supercedes Administrative Memorandum No. 198.


J. William Burns
J. William Burns, Commissioner



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

OFFICE OF ASSESSOR
797-4556

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

November 28, 1988

MEMO TO: Laszlo L. Pinter, Assistant Corporation Counsel
FROM: Anne T. DeFlumeri, Tax Assessor
RE: May Department Stores v. City of Danbury

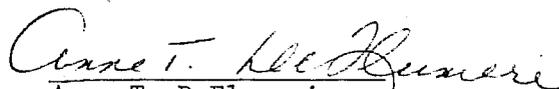
After a review of the Tax Appeal and the original assessment for May Department Stores for the 1986 Tax List, I have determined that \$73.50 per square foot is a reasonable value for this property.

This decision was based on a review of market conditions for 1986 showing that \$ 73.50 was a more accurate reflection of the market than the \$ 80.00 originally used.

Based on this, the assessment for 1986 factored back to 1977, our base year, should be changed to \$ 3,201,700.

The original assessment was \$ 3,484,800 with a tax bill of \$ 157,269.00. The revised assessment of \$ 3,201,700 would have a tax bill of \$ 144,492.72. This would result in a decrease of \$ 283,100 in the original assessment or a change in tax dollars of \$ 12,776.28.

It is my understanding that upon the Council approval of this disposition for the 1986 list, the May Company will withdraw their litigation for the 1987 list.


Anne T. DeFlumeri

ATD/is



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CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

OFFICE OF ASSESSOR
797-4556

ANNE T. DeFLUMERI, C.C.M.A.
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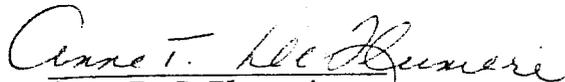
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Based on this, the assessment for 1986 factored back to 1977, our base year, should be changed to \$ 3,201,700.

The original assessment was \$ 3,484,800 with a tax bill of \$ 157,269.00. The revised assessment of \$ 3,201,700 would have a tax bill of \$ 144,492.72. This would result in a decrease of \$ 283,100 in the original assessment or a change in tax dollars of \$ 12,776.28.

It is my understanding that upon the Council approval of this disposition for the 1986 list, the May Company will withdraw their litigation for the 1987 list.


Anne T. DeFlumeri

ATD/is



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

ROBERT T. RESHA
CORPORATION COUNSEL

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

PLEASE REPLY TO:

DANBURY, CT 06810

December 6, 1988

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

Re: May Department Stores Company vs. City of Danbury /
Property Tax Appeal - Danbury Fair Mall - Backus Avenue

Dear Mayor and Council Members:

After several months of discussion and negotiation in this matter, there is a settlement proposal and stipulation on the table which will, hopefully, resolve this litigation. The consideration of the Common Council of this proposal is requested.

Please note that no specific information regarding the settlement proposal is attached, as this issue is in litigation and revelation of such information may jeopardize the position of the City in this matter. It would therefore be appropriate to either refer this to committee and/or to discuss in executive session.

Should you have any further questions in the meantime, please do not hesitate to call.

Very truly yours,

Laszlo L. Pinter
Assistant Corporation Counsel

LLP:cr

c: Robert T. Resha, Esq.
Corporation Counsel

C. Anthony Vournazos, Esq.

46

Re: May Department Stores v. City December 6, 1988 Page 2

c: Anne T. DeFlumeri
Tax Assessor

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

MEAD CONSTRUCTION CO., INC.

7 TWIN PONDS COURT
NEW FAIRFIELD, CT 06812

27

Nov. 29, 1988

Common Council
City of Danbury
Danbury, Ct.

To whom it may concern:

The purpose of this letter is to ask the City of Danbury to accept Contemporary Drive as a city street. Contemporary Drive is a subdivision road located off Morgan Road near the East Lake Reservoir.

Please advise me on this matter.

Sincerely,

Gary Mead

28

COMMON COUNCIL
CITY OF DANBURY

APPLICATION FOR EXTENSION OF SEWER AND/OR WATER

- Sewer
 Water

Applicant: MR. ANDY DIGRAZIA 797-4410

Address: DEER HILL AVE.

Telephone No: 748-1442 (JEANNE WILLIAMSON)

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

Located at: DEER HILL AVE.

Assessor's Lot No: _____

Zone in which the Property Lies: EA-8

Intended Use:

- | | |
|-------------------------------------|---|
| <input type="checkbox"/> Retail | <input checked="" type="checkbox"/> Single Family Residential |
| <input type="checkbox"/> Office | <input type="checkbox"/> Multiple Family Development |
| <input type="checkbox"/> Mixed Use | |
| <input type="checkbox"/> Industrial | |

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

_____ Total Number of Units

Jeanne Williamson
(Signature)

11/2/88
(Date)

COMMON COUNCIL - CITY OF DANBURY

29

APPLICATION FOR EXTENSION OF SEWER/WATER

Sewer X REVISED REQUEST - PERMISSION TO CONSTRUCT FORCED
Water MAIN SYSTEM

Name of Applicant: Richard F. Finaldi
c/o Robert N. Talarico, Esq.
Address: 142 Deer Hill Avenue
Danbury, CT 06810
Telephone: 792-8333

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

Located at: 105 Park Avenue

Assessors's Lot No. H 16028

Zone: RM-12

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

Number of Efficiency Units _____

Number of 1 Bedroom Units _____

Number of 2 Bedroom Units _____

Number of 3 Bedroom Units 3

Total Number of Units 3

Richard F. Finaldi
Richard F. Finaldi

SIGNATURE

November 30, 1988
DATE



30

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

ROBERT T. RESHA
CORPORATION COUNSEL

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

PLEASE REPLY TO:

DANBURY, CT 06810

November 17, 1988

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

Re: Danbeth Partners, Inc. - Sewer Extension

Dear Mayor and Council Members:

In 1985 the City of Danbury entered into an Interlocal Agreement with the Town of Ridgefield, attached as Exhibit A. Under the terms of that agreement the City agreed to provide capacity in its sewer system to serve a specific site located on Turner Road in Ridgefield. That site contains 98.433 acres and is currently owned by Danbeth Partners, Inc. Danbeth would now like to construct the necessary sewer extension and serve their site.

Since the decision to provide sewer service to this Ridgefield site has already been made, the Common Council cannot refuse to grant Danbeth authority to construct the sewer extension which is necessary to connect the site to the City's system. The Common Council does, however, have a responsibility to establish the conditions under which such an extension will be undertaken. Accordingly, it is the recommendation of this office that the Common Council act to formalize the conditions of this extension authorization. A copy of the conditions which are usually imposed by the Common Council upon those seeking to construct sewer extensions is attached hereto as Exhibit B. If you have any questions, please feel free to contact me.

Sincerely,

Eric L. Gottschalk
Assistant Corporation Counsel

ELG:cr

Attachments

AGREEMENT

THIS AGREEMENT, made this 19th day of April, 1985, by and between the City of Danbury, Connecticut, (hereinafter referred to as "Danbury") and acting herein by James E. Dyer, its Mayor, hereunto duly authorized by action of the Common Council of said City on September 26, 1984 and the Town of Ridgefield, Connecticut, (hereinafter referred to as "Ridgefield") and acting by, Elizabeth M. Leonard, its First Selectman, hereunto duly authorized by action of its Board of Selectmen on March 6, 1985.

W I T N E S S E T H

1. This Agreement is made pursuant to the authority contained in Section 7-273 of Chapter 103 of the General Statutes of the State of Connecticut, (1958 Rev.) as amended.

2. In consideration of the mutual promises contained herein, the respective parties, and their successors hereby agree as follows:

3. Danbury agrees to provide to Ridgefield sufficient capacity in its trunk sewers, pumping stations and sewage treatment plant (hereinafter referred to as the "facilities", which term shall not include "the line" as hereinafter described) for conveyance, treatment and disposal of an average daily flow of sewage from property located at Turner Road in the Town of Ridgefield in the amount of 20,000 gallons, said average daily flow of sewage to be determined on an annual basis as set forth herein.

4. Danbury further agrees that said facilities shall at all times be of a capacity sufficient to receive and treat a peak rate of flow from Ridgefield of two and one-quarter times the average daily flow, and Danbury agrees to accept and treat said peak flow quantities from Ridgefield from time to time throughout the term of this Agreement and any extension of same. If peak rates of flow from Ridgefield exceed two and one-quarter (2 1/4) times the average daily flow, then Ridgefield agrees to pay for any and all costs or damages incurred because of this flow in excess of permitted peak flow, and further agrees that if said flow in excess of the permitted peak flow cannot be curtailed within a period of ten (10) days or within an extended

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period approved by Danbury, then any additional facilities required to handle such excess flow shall be installed or constructed at Ridgefield's cost, but if the parties are unable to agree as to the type or size of such additional facilities and cost and method of financing same, then this contract shall be reopened and renegotiated as indicated in Paragraph 11 hereof.

5. It is understood that the sewage to be conveyed, treated and disposed of under the terms of this Agreement shall only be from a sewer line serving land now or formerly of Richardson Vicks, Inc. located on Turner Road, Town of Ridgefield, containing 98.433 acres more or less (hereinafter referred to as "the line").

6. No other connection within the Town of Ridgefield to Danbury's sewage facilities other than that authorized in Paragraph 5 (and other than that authorized in Agreement of October 21, 1975) is hereby authorized without the express written consent of the City of Danbury by any other person, firm or corporation (including any other municipal corporation), and neither Ridgefield nor any agency, board, commission or subdivision of said Ridgefield shall authorize any other sewer connection or tie-in to the line to be constructed or installed within Ridgefield from the Richardson Vicks, Inc. premises to Danbury. Any connection not authorized by Danbury shall immediately breach this Agreement and all of the rights and privileges granted hereunder shall be null and void and this Agreement shall cease and be of no effect. Ridgefield shall, however, have the right to petition for further connections from said premises to the City of Danbury at any time whatsoever, it being understood that the decision on further connections is not arbitrable.

7. Danbury shall have no right, title or interest in or to the line or any sewage facilities located in Ridgefield. Ridgefield shall have no right, title or interest in or to any facilities located in Danbury.

8. Ridgefield shall pay to Danbury a sum of money based upon the actual metered flow of sewage from the 98.433 acre parcel of property on Turner Road to Danbury as more fully set forth herein, and shall also be financially responsible for any necessary expansion to the pumping station which might be required in order to accommodate the Ridgefield sewage flow.

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9. As part of the initial construction of the line Ridgefield shall install at its cost a recording and totalizing flow meter so that the annual flow from the 98.433 acre parcel of property on Turner Road to Danbury can be metered. Said meter shall be installed in a location mutually agreeable to the City of Danbury and to the Town of Ridgefield. Ridgefield and Danbury shall both have access to the readings of said meter at all times. Ridgefield shall pay to Danbury each year its proportionate share of the costs of the operation of the pumping stations and the sewage treatment plant. Said proportionate share shall be computed by multiplying the total annual operating cost to Danbury for said facilities, which costs shall be separately tabulated, by the percentage of the total annual flow of sewage into said facilities which is attributable to Ridgefield. At the beginning of each fiscal year in Danbury, the Danbury City Engineer shall estimate Ridgefield's proportionate share for said ensuing fiscal year, and shall certify said estimate to both Danbury and Ridgefield, and Ridgefield shall pay said estimated share to Danbury on a quarterly payment schedule commencing on the first day of the Danbury fiscal year. At the end of the Danbury fiscal year, the sum due Danbury from Ridgefield for the preceding year's use shall be determined on the basis of the actual metered flow of sewage from Ridgefield into Danbury, and any balance thus determined to be owing by Ridgefield shall be promptly paid by it to Danbury. In the event Ridgefield shall have paid more than its proper share for the preceding year as thus determined, the amount of such overpayment shall be credited against payments next becoming due from Ridgefield to Danbury.

10. Ridgefield shall assume the responsibility for normal and routine inspection of the line.

11. This Agreement may be re-opened and renegotiated at the request of either municipality if the operating costs are increased as the result of (a) a request by Ridgefield for a greater capacity or (b) a change in process or design required by the State of Connecticut or the United States of America. In the event the parties are unable to agree as to some or all of the matters requiring agreement in connection with such renegotiation, the matters in dispute shall be subject to binding arbitration in the manner set forth in

paragraph 16 below. The question of additional connections or tie-in's shall not be subject to binding arbitration.

12. All materials and wastes discharged by Ridgefield into said sewerage facilities must conform in all respects and adhere to the ordinances of Danbury and any amendments thereto, statutes and regulations of the State of Connecticut and the laws and regulations of the United States. Sampling and testing procedures shall conform to the latest edition of the Standard Methods for Testing of Water and Wastewater, as published by the American Public Health Association or equivalent or similar publications. If tests indicate that Ridgefield's wastes do not adhere to said ordinances, then:

a. Ridgefield shall pay for all damages and costs incurred because of such discharge;

b. Danbury may require that Ridgefield pretreat its wastes to acceptable levels, or Danbury may impose surcharges for the costs of handling wastes which do not adhere to said ordinances, including those wastes which have concentrations that exceed 350 milligrams per liter of suspended solids or 300 milligrams per liter of biochemical oxygen demand; and

c. Ridgefield agrees to be bound by any reasonable regulations promulgated by the sewer authorities of Danbury.

13. This Agreement shall not be effective until it has been executed by the Mayor of the City of Danbury and the First Selectman of the Town of Ridgefield, as authorized by the Board of Selectmen. The term of this Agreement shall be twenty (20) years from the effective date. At the end of said twenty (20) years, Ridgefield shall have the option to renew this Agreement for a further period of twenty (20) years upon such terms and conditions as are agreed to between the municipalities. In the event that Ridgefield exercises its option to renew this Agreement, but some or all of the terms and conditions cannot be agreed upon, the matters in dispute shall be subject to binding arbitration in the manner set forth in paragraph 16 below.

14. In the event that Ridgefield fails to make the payments required under this Agreement, Danbury, in addition to the legal and equitable remedies which are available to it, and in addition to the right of arbitration as provided for herein, shall have the right to terminate the flow of sewage from Ridgefield into Danbury upon six months' written notice.

15. In the event that Danbury fails to provide Ridgefield with the capacity or service which is required under this Agreement, Ridgefield, in addition to legal and equitable remedies which are available to it, and in addition to the right of arbitration as provided for herein, shall have the right to suspend payments until the required service or capacity is restored.

16. All claims, demands, disputes, differences, controversies and misunderstandings that may arise between Ridgefield and Danbury under this Agreement, except as to tie-in's and connections, shall be submitted to and be determined and settled by arbitration, in the manner hereinafter set forth, to wit:

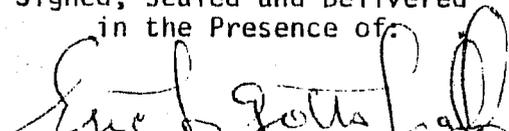
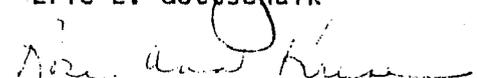
Either municipality may by written notice appoint an arbitrator. Thereupon, within ten (10) days after the giving of such notice, the other municipality shall by written notice to the former, appoint another arbitrator, and in default of such second appointment, the arbitrator first appointed shall be the sole arbitrator. When any two arbitrators have been appointed as aforesaid, they shall agree upon a third arbitrator and shall appoint him by notice, in writing, signed by both of them in triplicate, one of which triplicate notices shall be given to each municipality hereto. Upon appointment of the third arbitrator the three arbitrators shall meet and shall give opportunity to each municipality hereto to present its case and witnesses, if any, in the presence of the other, and shall then make their award; and the award of the majority of the arbitrators shall be binding upon the municipalities hereto and judgment may be entered thereon in any court having jurisdiction. Such award shall include the fixing of the expense of the arbitration and assessment of same against either or both municipalities.

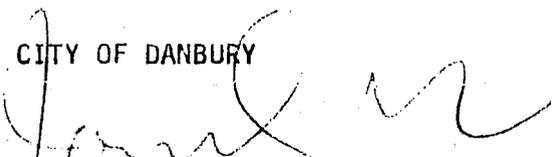
17. In the event that there shall be a final adjudication that any provision or provisions of this Agreement is or shall be invalid, illegal or contrary to public policy, such adjudication shall not affect any of the other provisions of this Agreement which other provisions will continue in full force and effect, unless the provision or provisions so adjudicated are so essential to the Agreement as to render performance of the Agreement impossible in their absence.

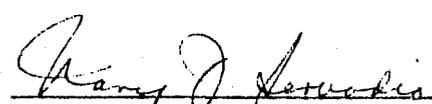
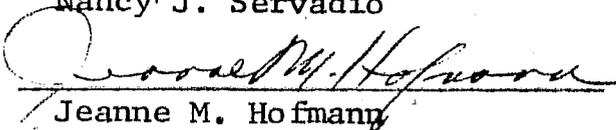
18. This Agreement shall stand separate and apart from the October, 1975 Agreement between Ridgefield and Danbury pertaining to the Boehringer-Ingelheim property and shall in no way affect or modify that Agreement either directly or by implication.

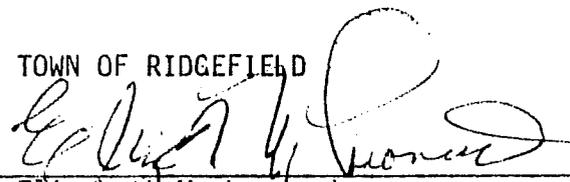
IN WITNESS WHEREOF, the parties hereto have herunto set their hands and seals the date and year first above written.

Signed, Sealed and Delivered
in the Presence of.


Eric L. Gottschalk

Rose Ann Kruse

CITY OF DANBURY
By: 
James E. Dyer, its Mayor
Hereunto duly authorized


Nancy J. Servadio

Jeanne M. Hofmann

TOWN OF RIDGEFIELD
By: 
Elizabeth M. Leonard
its First Selectman
Hereunto duly authorized

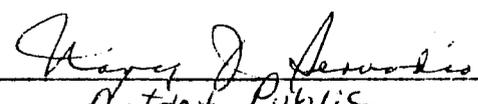
STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD) ss. Danbury

On this the 15th day of March, 1985, personally appeared James E. Dyer, Mayor of the City of Danbury, signer and sealer of the foregoing instrument, he being thereunto duly authorized, who acknowledged that he executed the same in the capacity and for the purpose therein stated, and that the same is his free act and deed, as Mayor, before me.


Eric L. Gottschalk
Commissioner of the Superior Court

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD) ss. Ridgefield

On this the 19th day of April, 1985, personally appeared Elizabeth M. Leonard, First Selectman of the Town of Ridgefield, signer and sealer of the foregoing instrument, she being thereunto duly authorized, who acknowledged that she executed the same in the capacity and for the purpose therein stated, and that the same is her free act and deed, as First Selectman, before me.


Nancy J. Servadio
Notary Public
Commissioner of the Superior Court
Commission Expires April 1987

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1. The petitioner shall bear all costs relative to the installation of said sewer & water 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 of Danbury, 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 & 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 & water lines as the City Engineer's Office determines are of potential benefit to other landowners in the City.

Should another, other than the petitioner hold title to any land involved in the approval, then consent prior to any installation or hook-up shall be furnished in a form satisfactory to the City Engineer and Corporation Counsel.
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 & water lines.

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

ATTORNEYS AT LAW

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

31

LLOYD CUTSUMPAS
FRANCIS J. COLLINS
EDWARD J. HANNAFIN
JACK D. GARAMELLA
PAUL N. JABER
JOHN J. TUOZZOLO
JOHN A. CURTIAS*
PAULA FLANAGAN
THOMAS W. BEECHER
CHRISTINE M. ELLIS
C. ANTHONY VOURNAZOS
EVA M. DEFranCO

AREA CODE 203
744-2150

TELECOPIER: (203) 791-1126

November 22, 1988

*ALSO ADMITTED KENTUCKY AND NEVADA

HAND DELIVER

Common Council
THE CITY OF DANBURY
155 Deer Hill Avenue
Danbury, Connecticut 06810

Attention: Mr. James Nimmons
President

Re: Germantown Plaza
Germantown Road, Danbury
Our File No. 87-6116-49-P

Dear Members of the Common Council:

Please be advised that I represent Ervie Hawley who is the owner of Germantown Plaza on Germantown Road in Danbury. Currently Mr. Hawley is proposing an addition onto Germantown Plaza, which addition would interfere with a current drainage easement in favor of the City of Danbury which crosses his property. We would hereby request that the City authorize the relocation of said drainage easement. If this matter is referred to a Committee, I would please ask the Committee to contact me and advise me of the date of the hearing.

Yours very truly,


Paul N. Jaber

PNJ/rmc

cc: Ervie S. Hawley, Jr.



ASHKAR ASSOCIATES REAL ESTATE

26 North Street
Danbury, Connecticut 06810
(203) 792-8550

52 ✓

November 21, 1988

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

Dear Mayor Sauer:

We are the abutting property owner to City owned property on Maple Avenue. (See enclosed Site Plan.) I am writing this letter for the purpose of requesting the purchase of City owned property for the purpose of cutting a one way drive exiting onto Maple Avenue from my property. This would accommodate my proposal to improve and expand my building producing safer and more convenient access for exiting from my site.

I would appreciate if the City would set a purchase price with payment being allocated to the Road Bond issue. Naturally I will grant a right for the City to cross and recross for maintenance purposes. If an agreement is obtained it would be my pleasure to follow up the purchase with a legal description, A2 survey, etc. as required by the City attorney.

I have taken the liberty to review the plan and proposal with Dan Minihan, Director of Public Works. Who in turn has reviewed it with the Engineering Department and have received their acknowledgment that the purchase would be to the benefit of the City and all those involved.

I look forward to a favorable response. If you have any questions, won't you please let me know?

Sincerely,

John Ashkar

jbd

Enclosure



33

CITY OF DANBURY
DANBURY, CONNECTICUT 06810

FIRE DEPARTMENT
19 NEW STREET

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

November 9, 1988

To: Mayor Joseph H. Sauer, Jr.
From: Charles J. Monzillo, Chief Fire Executive
Subject: Holiday Pay Appropriation

Dear Mayor Sauer:

Records indicate that the Holiday Pay which will be paid on 11/10/88, totaled \$213,686.90. However, the appropriation made by your office for \$230,000.00, which would have been a sufficient amount to pay for the Holiday Pay, was cut by the Common Council to \$193,572.00.

Because of the Common Council's cut for this appropriation, we are \$20,437.51 short in this account.

I have transferred the amount of \$ 21,000.00 from the Salary Account as an interim measure.

I respectfully request that the \$21,000.00 be returned to the Salary Account to make up the loss incurred by the Common Council cuts. The \$21,000.00 will assist us in making contractual obligations.

I thank you for your attention to this matter and as I am asking for the money which was removed from the budget to be placed back into the Salary Account, I request that this matter be placed on the Common Council agenda for December.

Respectfully submitted,


Charles J. Monzillo
Chief Fire Executive

CJM:mw
#21

hol-pay

c:Dom Setaro, Comptroller



received
11/8/88

CITY OF DANBURY
DANBURY, CONNECTICUT 06810

34

FIRE DEPARTMENT
19 NEW STREET

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

November 8, 1988

To: Mayor Joseph H. Sauer, Jr.
From: Charles J. Monzillo, Chief Fire Executive
Subject: Engine Company 6 Apparatus

Citizen Hose Company # 6 has notified us of their intent to sell their present pumper so that they may purchase a new multi-passenger vehicle.

When Citizen Hose offered us their pumper, (for a price of \$40,000), we suggested that the unit they intended to sell was an excellent "buy"! Their present pumper is very servicable. They had an agreement with people from Long Island to purchase the apparatus but that agreement "fell through". (see attachment)

The pumper is in such good condition that I strongly recommend that the City purchase the present Engine 6 apparatus so that we may have a spare unit to be used whenever a piece of equipment goes down! That spare could be loaned to any Volunteer Unit in the event their unit goes out of service. The same procedure may be provided to the Career section.

What is needed is a committment to Engine 6 from the City for \$43,000.00. In addition to this committment, the annual budget of Engine 6 will incorporate the leased agreement for complete payment, similar to the one Engine Company 8's Phoenix Hose has committed the City to.

Sincerely,


Charles J. Monzillo
Chief Fire Executive

CJM:n
ENGINE 6 file
CJM disk
Enclosure

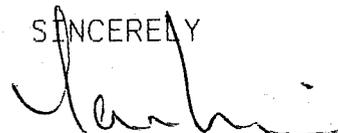
34
5 NOV. 1988

TO: CHIEF MONZILLO
FROM: CAPT. MORRIS
SUBJECT: ENGINE 6

CHIEF,

I WAS CONTACTED BY J. ROTELLA TODAY AND ASKED TO INFORM YOU THAT ENGINE 6 WOULD RETURN TO SERVICE AS SOON AS THEIR COMPANY COULD REMOUNT ALL THEIR EQUIPMENT. JAY ALSO ASKED ME TO RELAY TO YOU THE FOLLOWING INFORMATION. IF THE CITY WOULD LIKE TO PURCHASE ENGINE 6 THEY WILL SELL IT TO THE CITY FOR 43,000.00. THEY WILL HOLD THE ENGINE IF THE CITY WANTS TO PAY FROM NEXT YEARS BUDGET AS LONG AS THEY GET A LETTER OF COMMITMENT FROM THE CITY. THE DEALER THAT WAS SUPPOSE TO CLOSE THEIR DEAL HAS NOT COME ACROSS WITH THE DOWN PAYMENT AND RATHER THAN LET THEIR PUMPER SIT IDLE JAY WOULD LIKE TO PUT IT BACK IN SERVICE AND OFFER IT TO US FOR SALE AS A BACKUP PUMPER FOR THE PAID DEPT.

SINCERELY



CAPT. MORRIS



35

received
11/23/88

CITY OF DANBURY
DANBURY, CONNECTICUT 06810

FIRE DEPARTMENT
19 NEW STREET

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

November 22, 1988

To: Mayor Joseph H. Sauer, Jr.
From: Charles J. Monzillo, Chief Fire Executive
Subject: U.L. Ladder Test Failure

As you know from my telephone call on Thursday, November 10, 1988, the 1965 Maxim Aerial Ladder failed the Underwriters test for "aerial ladders". The initial report indicates that a severe crack has developed in the second section of the "fly".

The initial effect of this failure prompted us to use the current 1965 Maxim Aerial as a Portable Ladder Unit. In order to accomplish this, we disconnect the hydraulic system to the aerial mechanism. This will prevent a possible serious or fatal injury to our operating forces and/or people being assisted by the use of the aerial ladder.

The use of the 1965 Maxim 23 year old unit was constant. Whenever an alarm was received for a residential section of our City and that alarm would have generated a delay by using our Tower Ladder, the 100' Maxim Aerial responded. This procedure guaranteed those persons in the "restricted size area" the response of an aerial ladder. Now, because of the "breakdown", we find there will be considerable delay in the Tower Ladder response. Because of its size, it will not pass under some of the bridges in our City.

We have alerted the surrounding towns who utilize aerial ladders. They have agreed to stand by until the aerial ladder, Truck 2, is repaired.

I believe this City has an obligation to maintain the level of service that is needed. This ladder situation is a dangerous condition, not only in the delay to an alarm, but violates the second ladder operational procedure for the larger structural fire.

25

I believe, based upon my 35 years in the Fire Service, that this is a dangerous situation which must be corrected as soon as possible.

The enclosed is correspondence from our Mechanic. This is a single source for repair Maxim Company. Because of this situation, all fly sections must be replaced at an approximate cost \$70,000.00.

I respectfully request that an emergency appropriation be made to correct this condition.

Sincerely,


Charles J. Monzillo
Chief Fire Executive

CJM:n
ULTEST
Enclosure

75
NOV 10 1988

To: C.J. Monzillo, Chief Fire Executive
From: R.F. Tomaino, Fire Apparatus Division
Date: 11/10/88
Re: 1965 Maxim 100' Aerial Ladder Truck

Chief:

This memo is to advise you that effective immediately I am recommending restricted use of Truck 2, as per our previous discussion. The truck's main hydraulic aerial ladder system has been disabled to prevent its use. Over the next several days I will be working with the manufacturer in obtaining a cost estimate to perform all necessary repairs needed to return the truck to service, as well as studying the feasibility of such a costly project vs the cost of a complete refurbish or total replacement of the unit.

As soon as I compile the necessary information I will forward it to you along with the preliminary U.L. report, defining all the discrepancies found during the examination on 11/09/88 and my recommendations based on that information. If you require additional information in the meantime, please let me know.

Thanks,


Rich

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To: C. J. Monsillo; Chief Fire Executive
From: R. F. Tomaino; Superintendent of Fire Apparatus
Date: 11/22/88
Subject: Recommendations on 1965 Maxim Aerial Ladder Truck

Chief:

As stated in my memo to you dated 11/10/88, I removed from service the aerial device on Truck 2. I am now in receipt of the cost estimate from Maxim to make all the repairs needed to put this unit back in service and am recommending to you that effective at once, we do not expend any additional funds towards the repair of this unit and to explore post haste the options I have outlined. My concern for a "priority one" action on this matter is not focused directly on fire suppression logistics. My main concern is with the accelerated wear and tear on our Ladder Tower which is now being required to respond to areas where there is very limited or no accessibility for a unit of its size and for which its design was not intended. Maintenance costs on this unit will more than double on this unit due because of what it is being subjected to as of the result of the Maxim Ladder being out of service. The Ladder Tower was purchased with Federal HUD funds in 1981 to compliment the Fire Departments existing ladder and to enhance its operations by servicing the inner city's elderly and high rise complexes and not intended as a replacement unit for the Maxim. With the situation that now exists, we can expect increased down time with no back-up unit in the city. Therefore I strongly recommend that we pursue the following course of action:

Immediately set in process an emergency request for appropriation of funds to do one of two things; either refurbish the existing unit, as was approved, bid and awarded several years ago but then rescinded, or, to purchase a replacement ladder truck. Either project will take approximately 8 to 12 months to complete. The refurbishing project is usually more cost effective and a very good alternative to total equipment replacement, especially with apparatus costs as they are today, and in this case it was an excellent program several years ago when first addressed by the city. But after several more years of extended use, I am fearful that it will be a lot more difficult to justify the refurbishing project because the difference in the cost of refurbishing vs that of a new unit will be a lot closer. Had the city followed through as originally planned, the life of this unit would have been extended at least another ten to fifteen years. But we must decide what direction we are to take immediately.

Please advise.

Thank you;


Rich

35

To: C. J. Monzillo, Chief Fire Executive
From: R. F. Tomaino, Superintendent of Fire Apparatus
Date: 11/22/88
Subject: Report on 1965 Maxim Ladder Truck

Chief:

I have received an estimate from The Maxim Motor Company, the manufacturer of our ladder truck. After conversing via telephone with Mr. Earl Everhart at Maxim, he agreed to visit Danbury, at which time we reviewed the preliminary findings of the Underwriters examination and discussed what options we have in dealing with these areas. I expressed my concern as to the amount of downtime we could expect and the cost of the project given the fact that the unit is twenty-three years old.

Mr. Everhart stated that the manufacturer will not authorize any field repair of any metal fatigued areas and/or resultant cracks in the ladder base rails. The manufacturer will not perform any repairs to a cracked base rail at their facility either. The entire ladder section, in this case the second section, has to be replaced. Any attempt to repair base rail cracks on any section of the aerial ladder is deemed "not permissible" by the manufacturer, the manufacturer will not assume liability and the ladder will not be certified by U.L.. This is a generally accepted practice throughout the industry and is not unique to Maxim units.

The bottom line - Any repair or replacement of any ladder section of this unit must be performed at the Maxim facility in Middleboro, Mass. or by a major bonded fire apparatus manufacturer capable of assuming liability for the repair and replacement of defective components. The Replacement ladder sections and associated repair parts can be furnished only by The Maxim Motor Company.

Maxim's estimate to make all the necessary repairs as outlined in the UL report is \$ ~~70,000~~.00. Their estimated turn-around time is approximately to weeks once the truck is scheduled into their facility.

I have presented for your consideration under separate cover, my recommendations regarding this matter. Please advise.

Thank you,


R. F. Tomaino



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HOUSATONIC VALLEY COUNCIL OF ELECTED OFFICIALS

Old Town Hall, Route 25
Brookfield Center, Connecticut 06805
775 - 6256

November 28, 1988

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

Dear Ms. Crudginton:

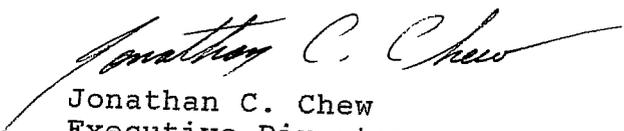
I would much appreciate your forwarding the attached material to Mayor Sauer and the members of the Common Council. It concerns the development of a regional hazardous material spill response team.

The Housatonic Valley Council has been discussing this topic for some time, with member Joseph Sauer authorizing and other members agreeing to a conceptual proposal for regional service based upon the Danbury Fire Department. This proposal is enclosed.

I am now scheduling presentations of this cost-effective concept to each of the ten municipalities in the Region. The planning team is a combination of HVCEO, Danbury Health Department, and Danbury Fire Department staffs. The purpose of this letter is to request a meeting with the Council or its appropriate committee to present the concept and answer questions. Our presentation will not include a budget request, which will follow at a later date.

I will await word as to how this meeting might be scheduled. Thank you in advance for your courtesy in this matter.

Sincerely yours,


Jonathan C. Chew
Executive Director

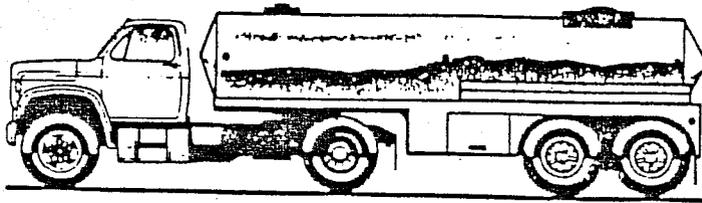
JCC:ca
cc: Charles Monzillo
Jack Kozuchowski

9/30

PROPOSAL FOR REGIONAL HAZARDOUS
MATERIALS RESPONSE AND OTHER
EMERGENCY SERVICES BY THE
DANBURY FIRE DEPARTMENT

11/88

Prepared By Jack S. Kozuchowski
For the Danbury Fire Department



2/0

SUMMARY OF SERVICES TO BE PROVIDED
BY THE DANBURY FIRE DEPARTMENT

1. Full response to HAZMAT Level 3 and 4 emergencies for which the municipality has planned not to invest in providing its own response capability.
2. Assistance with HAZMAT Level 1 and 2 emergencies (or full response if needed) whenever requested by the municipality.
3. Response service to all non-HAZMAT emergency and rescue needs beyond the capability of the municipality, such as structural collapse, rail derailment, etc.
4. Specific staff hours reserved for professional training services for local firefighters, qualifying them for HAZMAT emergency Levels 1 and 2 response.
5. Other training services, such as proper supportive role for local volunteers in Level 3 and 4 response, training of town staff to integrate with regional hazardous material communication center, training to use computerized chemical dispersion model, use of hazardous materials data base, etc.
6. Provide a regional storage center, and rapid delivery mechanism, for specialized equipment needed locally, whether or not Danbury firefighters are called in. This will include decontamination equipment, chemical entry suits, cascade air bottle system, absorbent materials, etc., brought to emergency scene by Danbury as requested. Town retains ownership interest in equipment it helped pay for.
7. Process of continuous planning for intermunicipal coordination of command/control systems, via on-going monthly meetings.
8. Continuous tie-in to centralized communication system containing Fairfield County, Litchfield County and State emergency frequencies.
9. Commitment to cost sharing based upon equitable formula.

I. BACKGROUND:

As a result of the Superfund Amendments and Reauthorization Act (SARA) of 1986, area municipalities are currently in the process of developing and adopting emergency response plans for their communities. These plans must include an identification of hazard sources/receptors and a documentation of the existing system for the method of response and remediation of hazardous materials incidents.

The exercise of examining chemical hazard potentials and existing levels of emergency response has focused attention on the need for protecting area communities from accidental releases of hazardous materials. Currently, each municipality in the Housatonic region has identified a "limited response capability" for these incidents.

Referring to the levels of severity of hazardous materials incidents adopted in the Danbury plan (see Table 1), the emergency response for each town in the region is limited to "Level 1" or "Level 2". In general, this "limited response" mode includes remote surveillance of the incident, hazard identification, command and control of the site, and containment and remediation of release which do not pose a health hazard (or a potential for a health hazard) to responding personnel. This system of response will utilize DEP or the services of a licensed spill contractor for activities involving the direct control and containment of releases for Level 3 and 4 incidents.

The "limited response" system has two major drawbacks:

- A. There is a time lag between the point of decision that such services are needed to resolve the incident, and the time when the services of DEP or a contractor are procured and delivered to the scene. The most critical time period during a hazardous materials incident is the first thirty (30) minutes of its occurrence. Hence, the public is not adequately protected.
- B. Hazardous materials releases are often intertwined with normal emergency rescue operations, fires and other emergency operations which absolutely requires an immediate response by properly trained and equipped personnel. The predicament is best depicted by the decision of a firefighter who has encountered a release of a hazardous chemical in a fire and a victim that needs rescue in proximity to the release. If the firefighter is not trained or equipped in accordance with OSHA standards, does he/she pull back to meet the mandates of the law (as well as protecting his/her own safety), or does he/she perform the rescue to save the victim? Hence, the public and the Fire service are not adequately protected.

TABLE 1:

2/20

Types of Hazardous Materials Incidents Categorized by their level of Severity

LEVEL

DESCRIPTION OF INCIDENT

-
1. An accidental discharge of hazardous materials which, owing to the nature of the materials which have been released and the quantities that are exposed to the environment, will not pose any immediate threats to life, safety or health of individuals who are in the direct vicinity of the hazardous materials. A level 1 incident must include all of the following circumstances:
 - A spill, release or discharge of hazardous materials which can be cleaned up in a relatively short period of time without any risk of injury or health impacts to the responders.
 - The release will not result in contact of hazardous materials with unprotected ground or the atmosphere.
 - The release poses no potential for a fire or explosion involving the hazardous materials.
 - The release poses no immediate threat to the health and safety of people exposed to the hazardous materials.
 2. A release of hazardous materials which has resulted in a potential or imminent contact and impact to land surfaces, groundwater, surface water, or wildlife, but which poses no potential for a fire, explosion, and does not pose a threat to the health or safety of individuals who come in contact with the spilled materials.
 3. A level 3 hazardous materials incident involves one or more of the following circumstances:
 - A potential threat to human life and public safety.
 - A potential for fire or explosion involving hazardous materials.
 - A release which holds the potential for property damage.
 4. A hazardous materials release which has resulted in death, injuries or which poses an imminent threat to human life and public safety within a defined hazard zone. Requires a total evacuation within hazard zone.

Recognizing the implications of the predicament of the relatively high budget costs that are needed to support a safe, legal and responsible Hazmat service level, representatives of the Local Emergency Planning Committees (LEPC) from each of the municipalities in the Housatonic Valley region* met in April, 1988 to discuss options for a cost effective, high quality response to accidental releases of hazardous materials that would meet the needs of all the area towns and the City of Danbury. It was agreed that very favorable cost reductions in service delivery could be obtained by working together. At this meeting, the Regional Hazmat Committee unanimously recognized the need for the development of a regional hazardous materials response team which would most logically be based in the Danbury Fire Department. They agreed to present the concept to the Housatonic Valley Council of Elected Officials (HVCEO). A map of the HVCEO Region is presented on page 4.

In August 1988, representatives from the Danbury Fire Department, Danbury Health Department and the Executive Director of HVCEO presented a position paper (see appendix) to HVCEO which outlined the concept of a regional hazardous materials response team, based in the Danbury Fire Department. After some discussion of the concept, HVCEO unanimously authorized the committee to develop a full proposal out of the position paper. This document is the response.

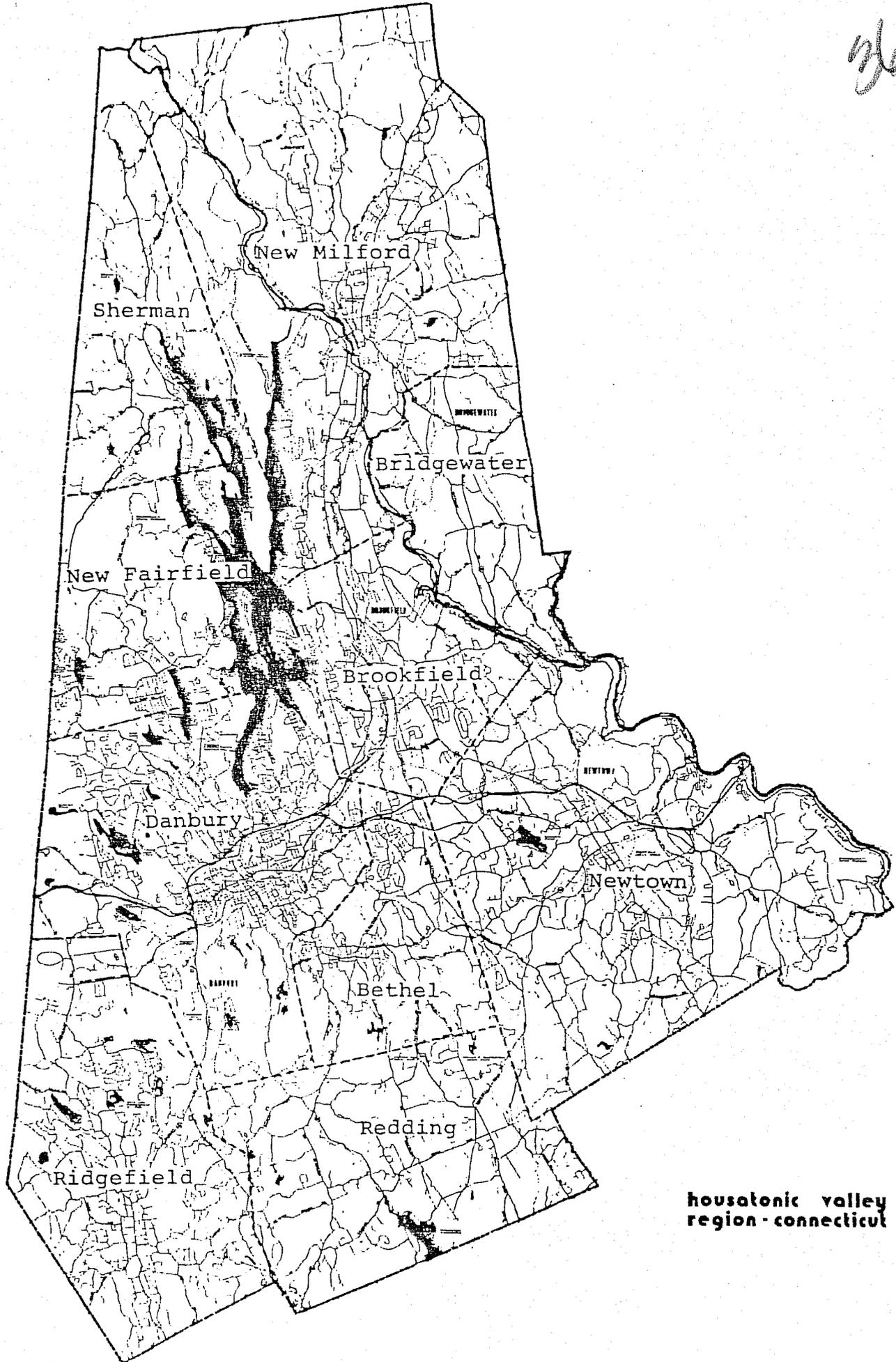
Hence, the objectives of this proposal are as follows:

1. Identify the equipment, training and manpower requirements for developing a regional hazardous materials response team. Each of the capital and personnel requirements will be quantified with reasonable estimates for start-up costs and continued maintenance of the team;
2. Describe the administrative structure which would support the management of the team;
3. Propose a regional cost sharing formula for subsidizing the development and maintenance of the team;
4. Present a schedule for the implementation of the proposal.

Each of these objectives are addressed in the following four sections of this proposal.

* Hereafter referred to as the "Regional Hazmat Committee"

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**housatonic valley
region - connecticut**

II. Administrative Structure for the Hazardous Materials Response Team

A primary element to the success and stability of a regional response team is the management and administration of the system. The important functions and high cost for developing a team warrants a strong administrative structure to guarantee it's cohesiveness over time. This section of the proposal describes the programs structure from the perspective of longevity, legality, reliability, cost/quality - effectiveness and the need to maintain conformance with all standards of safety and performance. 2/6

A. Responsibilities:

The hazardous materials response team will be charged with the following duties and responsibilities:

1. Guaranteed response to any hazardous materials incident in any of the participating municipalities. Direct remediation and control of the incident will be delivered to a municipality requesting the service, within the constraints identified in section II C, below. This implies a state of 24 hour readiness and a response time which does not exceed 30 minutes for any hazardous materials incident in any of the participating towns in the region.

The regional response team will have the following capabilities in its role of assisting municipalities resolve these incidents:

- A. Surveillance, site evaluation and hazard identification;
 - B. Control, containment and remediation of the release of hazardous materials when possible.
 - C. Rescue operations in the hazard zone around the release.
 - D. Firefighting in the hazard zone around the release.
 - E. Public alert in the hazard zone.
2. Hazardous materials training for emergency responders in participating municipalities. This training will focus on response to a level 1/level 2 incident as well as incident coordination for a level 3 and 4 incident.
 3. Hazard identification and risk analysis services for specific stationary/transportation sources in participating municipalities.

4. Planning, organization and coordination of the command/control system over hazardous materials incidents for each of the participating municipalities. yde

It should also be noted that the specialized equipment on the response vehicle can be used for other purposes besides response to hazardous materials incidents. As long as the vehicle is not involved in a hazardous material response, the equipment can be delivered to the participating municipalities to assist in other emergency operations, such as rescues, train accidents, structural collapses etc.

B. Staffing:

The City of Danbury will provide the staffing of the regional response team. Each team member will be a full-time employee of the Danbury Fire Department.

The City of Danbury will be reimbursed by the cost sharing formula presented in Section IV.

The regional response team will report directly to the Chief Fire Executive of the City of Danbury and will perform their services in conformance with all rules, policies and standard operating procedures of the Danbury Fire Department.

However, it is important to note that when response services of the Regional Response team are requested by one of the area municipalities, they will function as a contractor under the command and control structure of the town in which the incident occurred. The town will retain full control over the scene of the incident. The regional response team assumes the role of executing the remedial actions which are decided and authorized by the senior officer of the towns emergency response forces.

The regional response team will be organized in the following structure:

1. Each shift will be staffed with 3 fully trained responders to provide an immediate response capability at all times.
2. As a back-up, a "SWAT" team will be on call at all times. The function of the SWAT team would be to assist the primary response team when their services are required for remediation of an incident and to respond to 1 or more additional incidents that are occurring concurrently in the region as described below. The SWAT is not regionally funded; it will be an in-kind service

provided by the Danbury Fire Department.

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C. Delivery of Response Services:

The services of the regional response team (as described in Section III A, above) will be distributed equitably to each of the participating municipalities.

At all times, the regional response team on duty will be prepared for dispatch to a hazardous materials incident when called by the Fire Department of a participating town.

The immediate dispatch of the response team to the scene of the incident has absolute precedence over any other activities which it may be engaged in at the time of the call.

If two or more incidents occur concurrently in the region, a hazardous material technician from the Danbury Fire Department will be sent to each additional location (beyond the first call) to evaluate the severity of the incident and communicate this information to the Fire Dispatch center.

An "incident priority system" (to be specifically defined in the by-laws of the regional response team (see section II D, below) will be used to determine the shifting of the primary response team and the SWAT Team between the concurrent incidents.

When the regional response team is not conducting emergency operations at the scene of a release, they will be available to provide the services listed in II A (2) - (4) above (the specific activities to be performed for the towns emergency response personnel will be determined by each town). Each town will be eligible for its share of the allotted time for these activities, as listed on Table 2, below.*

D. Interlocal Agreement & By-Laws:

The regional hazardous materials response team will be formed by the execution of a contract between each of the participating municipalities, in the form of an interlocal agreement. The interlocal agreement will embody all of the management/administrative details discussed above as well as the annual cost sharing commitments described in Section IV. The interlocal agreement will be established with a five year term, which will be renewable upon its completion. A five year funding commitment is anticipated.

After the Interlocal Agreement has been executed, a set of by-laws will be established for the regional

response team which will encompass the procedures for securing the services of the team, standard operating procedures and other administrative and logistical details regarding the day to day operation of the team. 36

E. Interlocal Authority:

The by-laws, discussed in D, above, will designate the formation of a regional organization to administer the interlocal agreement. This authority, consisting of representatives from each of the participating municipalities, will oversee the budget, facilitate the annual payments from each of the municipalities and prepare the budget requests and allocations each year.

* These hours are derived from the percentages which are listed on Table 1 of the report Entitled "Proposed Regional Policy for Coordination of Hazardous Material Spill Response Capabilities." (See Appendix at end of proposal)

TABLE 2: ANNUAL TIME ALLOCATION FOR PLANNING/PREPAREDNESS SERVICES (DOES NOT INCLUDE DIRECT RESPONSE)

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MUNICIPALITY	# HOURS/YR.
1. BETHEL	301
2. BRIDGEWATER	30
3. BROOKFIELD	287
4. DANBURY	1900
5. NEW FAIRFIELD	132
6. NEW MILFORD	480
7. NEWTOWN	605
8. REDDING	124
9. RIDGEFIELD	462
10. SHERMAN	30

Notes on Table 2

1. This allocation of hours assumes full participation of HVCEO's team members.
2. Allocation is derived directly from percentages listed on Table 1 of the report entitled "A Proposed Regional Policy for Coordination of Hazardous Materials Spill Response Capabilities" attached.
3. Total person-hours available is 3 times indicated on table.

III. Materials & Resources Requirements for the Regional Hazardous Materials Response Team

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The development of the response team involves three major areas: equipment, training and personnel. These materials and services are itemized on table 3 along with cost estimates for start-up and maintenance of the team on a five year basis. These areas are discussed below:

A. Equipment

The Danbury Fire Department has previously developed a specification package for the equipment needed for a full response to a hazardous materials incident (level 1-4). The fully itemized package is presented in the appendix of this proposal. In brief, the required equipment includes the following items:

Response Vehicle - 30 year warranty vehicle capable of delivering all required equipment and personnel to the scene of the incident.

Hazardous Material Communication Center - includes chemical dispersion model, hazardous materials data base and computer hardware to operate these programs.

Plugging/diking Equipment

Decontamination Equipment

Dedicated Band Radio Communication Center

Cascade System for filling air Bottles

The cost of the vehicle and equipment can be a total purchase or a lease-purchase arrangement. In either mode, the cost to participating municipalities would be spread out over a five year period. In addition to the initial cost of the equipment, an annual maintenance cost is incorporated into the equipment costs listed on Table 3.

B. Training:

Training is required of all personnel who are members of the hazardous materials response team to assure conformance with the standards specified in 29 CFR 1910, for a "Haz-Mat Team". The response team cannot legally function without this training. Each member of the response team must attend the hazardous materials technician course sponsored by the State Fire Training School or the National Fire Academy.

7/6

Costs for training (item 3B on Table 3) are largely a function of the personnel time for replacing the career firefighters who attend this course.

C. Personnel:

Item 3C on Table 3 identifies the approximate costs for salaries of the 12 firefighters (three per shift) who would comprise the hazardous materials response team. These costs are based on starting salaries for firefighters of the Danbury Fire Department.

3/10

TABLE 3: ITEMIZED COST ESTIMATE FOR REGIONAL HAZARDOUS MATERIALS RESPONSE TEAM.

	START-UP COSTS		MAINTENANCE COSTS			
	1989-1990	1990-1991	1991-1992	1992-1993	1993-1994	Post 1995
3A. Equipment	\$60,000	60,000	60,000	60,000	60,000	2,000
3B. Training	\$45,000	2,000	2,000	2,000	2,000	2,000
		*	*	*	*	*
3C. Personnel	\$360,000	360,000	360,000	360,000	360,000	360,000
TOTAL	\$465,000	422,000	422,000	422,000	422,000	364,000

* DOES NOT TAKE INTO ACCOUNT PAY INCREASES WHICH MAY BE NECESSARY

1. A 5% contingency for overtime and other needs may also be required.
2. \$37,000 of Danbury's equipment will be contributed to the team.

IV. Subsidization of the Regional Hazardous Materials Response Team

The costs of the response team would be distributed proportionally among all participating municipalities in the region, based on the formula proposed in the memorandum issued by HVCEO entitled "Proposed Regional Policy for Coordination of Hazardous Materials Spill Response Capability".

As shown in Table 1 of that report, the formula integrates population, employment and miles of travel to determine each municipalities share of the total cost.

Table 4 illustrates the annual cost distribution to each of the municipalities in the HVCEO planning district assuming full participation through the Interlocal Agreement and based upon the information presented in Section III (specifically Table 3), above. If any of the towns listed on this table decline to participate in the team, the percentages and absolute costs must be adjusted proportionally, using the same formula.

It is important to note that this new public sector service can be partially financed with user fees, the "spiller" receiving the bill issued by the municipality where the incident occurred.

Finally, as discussed in Section IIE, above, the distribution of payments and oversight of the budget will be administered by a "regional authority" which will be promulgated through the by-laws.

TABLE 4 LOCAL SHARE OF COSTS OF REGIONAL HAZARDOUS MATERIALS
RESPONSE TEAM ASSUMING FULL PARTICIPATION

36

MUNICIPALITY	YEAR 1	YEARS 2-5	YEAR 6 +
BETHEL	\$31,945	\$ 28,991	\$25,007
BRIDGEWATER	3,162	2,870	2,475
BROOKFIELD	30,597	27,768	23,951
DANBURY	202,229	183,527	158,304
NEW FAIRFIELD	14,834	13,462	11,612
NEW MILFORD	51,150	46,547	40,149
NEWTOWN	64,450	58,489	50,450
REDDING	13,206	11,985	10,338
RIDGEFIELD	49,429	44,859	38,693
SHERMAN	3,813	3,460	2,985
TOTAL	\$465,000	\$422,000	\$364,000

Note:

All costs above will be partially offset by user fees, the "spiller" receiving a bill issued by the municipality. State funds may be available to reimburse municipalities unable to collect from "marginal enterprises."

V. Schedule for Implementation

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The most optimistic schedule for implementation, as presented below, assumes all of the following:

- Agreement on proposal by Regional Hazmat Committee
- Endorsement of proposal by HVCEO and commitment of Mayor/First Selectman of participating municipalities to inclusion of cost share in their 1989-1990 budget.
- Approval of local funding request by the legislative body of each participating municipality for the budget of fiscal year 1989-1990.
- Execution of interlocal agreement by each of the participating municipalities in Summer 1989.

With these assumptions in perspective, the timeframe for implementation of this proposal could be as follows:

- A. Fall, 1988 Develop proposal for regional hazardous materials response team.
Presentation of proposal to HVCEO for endorsement.
- B. Winter, 1989 Inclusion of costs of regional response team in the operating budgets of each participating municipality.
- C. Spring, 1989 Legislative bodies of participating municipalities adopt a budget which includes their share of the cost of the regional hazardous materials response team.
- D. Summer, 1989 Execute interlocal agreement between participating municipalities.
- E. Fall, 1989-Develop all facets of regional hazardous materials response team (personnel, equipment and training).
Spring 1990 response team

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APPENDIX 1 : Position Paper regarding the Development of a Regional
Hazardous Materials Response Team

36

HOUSATONIC VALLEY COUNCIL OF ELECTED OFFICIALS

Old Town Hall, Route 25
Brookfield Center, Connecticut 06805
775 - 6256



Draft of 8/29/88
PROPOSED REGIONAL POLICY FOR COORDINATION OF
HAZARDOUS MATERIALS SPILL RESPONSE CAPABILITIES
(File: hazpol)

OVERVIEW

The goal is to have fully adequate hazardous spill response capability available to all 10 HVCEO municipalities that meets a federal mandate for public protection. This can be provided through a combination of upgraded local capability in the towns surrounding Danbury and the development of a full HAZMAT Team by Danbury to serve itself and the Region. User fees will support part of operational costs.

PRINCIPLES FOR STRUCTURING REGIONAL HAZMAT SERVICE DELIVERY

1) No regional service delivery mechanism can fully substitute for the development of a degree of local spill response capability. There are two main reasons why. Simply stated, quick response from the nearest fire department is the key for minimizing chemical disasters. Hazard identification, EMS, and rescue are involved. This requires an initial local response. As stated, the minimum local capability needed includes identifying the hazard and boundary of hazard zone and also some essential EMS and rescue within the hazard zone.

The second reason is that in recent years dangerous incidents involving hazardous substance have become increasingly intertwined with traditional fire department responses. Since federal OSHA mandates minimum equipment and training when fire departments deal with such substances, a degree of upgrading existing response capabilities to meet new federal requirements is unavoidable. The only legal alternative is not to leave the fire house when called, an emotional and political impossibility.

2) HAZMAT protection is expensive but suitable for cost sharing. Simply, it would be prohibitively expensive to develop separate HAZMAT protection for each municipality. However, since it is a service "on call" that is not in continual use, very desirable "economies of scale" or the sharing and thus reducing of costs without effecting service level, are available.

Danbury, with the greatest need for service, greatest resources, and a paid fire department, is in the best position to serve as the base for HAZMAT capabilities. Any reduced costs due to economics of scale that it achieves for itself if a regional service is provided should be uniformly shared by all participants.

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3) A uniform formula for participants for dividing total program costs that will capture for all the identical economies of scale in service delivery should be devised. This cost share formula will need a uniform and objectively quantifiable base tied to population, jobs, total roadway use and other primary risk components.

4) In defining program costs, Danbury will make distinctions between those portions of equipment and personnel costs that are HAZMAT related and non-HAZMAT related. Costs for non-HAZMAT use are exempt from regional cost sharing.

5) A commitment by participants of up-front payments to Danbury at the beginning of each program year would be needed for efficient program management.

6) This public sector service should be partially financed with user fees, the "spiller" receiving the bill. The municipal billing systems created for billing these spillers should employ a uniform administrative format and definition of costs.

7) Contracting for clean up operations will remain the responsibility of each municipality.

8) A fire chief requesting assistance from the City of Danbury retains command of Danbury's services when operating in his municipality.

9) Use of a commercial contractor for primary local HAZMAT protection is less desirable than coordinated use of municipal services. The first reason is due to response time, the crucial factor in reducing impacts. First, the nearest commercial contractor is at the southern end rather than the center of the Region, thus limiting quick response capability. Secondly, existing fire services integrate EMS, mutual aid, rescue and public works assistance with other operations, a coordination task that a commercial operation could not perform as effectively. A DEP service, while available, has an extremely long response time that maximizes risk and thus is not seen as an acceptable alternative in this part of the state.

COMPONENTS OF PROGRAM COST

The basic components of an annual program cost to Danbury are personnel, equipment, vehicle cost, and training (Other?). Estimates of each of these is shown in the summary table below and supported by calculations on the attached (to be generated worksheet:

Personnel.....	\$ (figures	<i>20</i> <i>BY DANBURY</i>
Equipment.....	to be	
Vehicle cost (amortized over 5 years) ..	derived)	
Training.....		
Other(?).....		
Total	\$	

ESTIMATED REGIONAL SHARING OF PROGRAM COST

In many ways on-call coverage of the municipality by a professional HAZMAT service is similar to an insurance policy. The cost of such policies is always tied to calculations of relative risk. The presence of risk in each municipality can be statistically defined by three basic components of relatively equal importance. These are as follows:

A) Total Population. No segment of the local population is exempt from the potential effects of a hazardous spill disaster. Thus the extent of municipal population relative to the region as a whole is an appropriate weighting factor. However, this factor alone is not reflective of equitable cost sharing since a town with considerable population may have little or no industry and a less than average amount of roadway traffic.

B) Employment Base. Industries and commercial establishments are a primary target to receive HAZMAT service. A readily available and objectively derived measure of their magnitude is local employment statistics.

C) Vehicular Travel Since the potential for spills is closely related to total traffic volumes, total daily mileage of vehicular travel, incorporating truck traffic on a proportionate basis, is a key component of any cost sharing formula.

The extent of each variable in each municipality, along with their averaged total to show regional cost share for HAZMAT service, is shown in Table 1.

TABLE 1 (Preliminary Figures)

<u>Municipality</u>	(A) <u>Population</u>	(B) <u>Employment</u>	(C) <u>Miles of Travel</u>	A, B, C <u>Average</u>
Bethel	9.393	6.811	4.3988	6.87
Bridgewater	.917	.366	.7661	0.68
Brookfield	7.555	5.299	6.8668	6.58
Danbury	35.494	54.663	40.3269	43.49
New Fairfield	6.609	1.1299	1.8487	3.19
New Milford	11.399	11.4099	10.2844	11.03
Newtown	11.215	9.5958	20.7646	13.86
Redding	4.268	1.655	2.6021	2.84
Ridgefield	11.810	8.8160	11.2732	10.63
Sherman	1.339	.2546	.8684	0.82
Total	99.999%	100.0002%	100.0000	99.99%

hazpol

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APPENDIX : TECHNICAL SPECIFICATIONS FOR HAZMAT VEHICLE

SPECIFICATIONS

HAZARDOUS MATERIALS RESPONSE VEHICLE

30

INTENT

It is the intent of these specifications to describe and secure a new, heavy duty, custom built Hazardous Materials Response Vehicle.

Yes ___ No ___

1 With a view to obtaining the best results and the most acceptable apparatus for service in the Fire Department, these specifications cover only the general requirements as to the type of construction and tests to which the apparatus must conform, together with certain details as to finish, equipment and appliances with which the successful bidder must conform. Minor details of construction and materials where not otherwise specified are left to the discretion of the contractor, who shall be solely responsible for the design and construction of all features.

Yes ___ No ___

DESIGN AND CONSTRUCTION

The design of the apparatus must embody the latest approved automotive engineering practices.

Yes ___ No ___

The apparatus shall be designed and the equipment mounted with due consideration to distribution of load between the front and rear axles, so that all specified equipment, and a full complement of personnel will be carried without injury to the apparatus.

Yes ___ No ___

Construction must be rugged and ample safety factors must be provided to carry loads as specified and to meet both on and off road requirements and speed conditions as set forth under "Performance Tests and Requirements."

Yes ___ No ___

Welding shall not be employed in the assembly of the apparatus in a manner that will prevent the ready removal of any component part for service or repair.

Yes ___ No ___

APPROVAL DRAWINGS

All blueprints must be approved by the Fire Department prior to any metal being sheared or cut for the unit. The Fire Department, the Dealer and the Apparatus Manufacturer shall each have at least one set of prints which shall become a part of the total contract.

Yes ___ No ___

Drawings must show but not be limited to items such as the chassis being utilized, lights, horns, sirens, all compartment locations and dimensions, etc. These blueprints are to be a visual interpretation of the unit as it is to be supplied.

Yes ___ No ___

PERFORMANCE TESTS AND REQUIREMENTS

30

A road test will be conducted with the apparatus fully loaded and a continuous run of ten (10) miles or more will be made under all driving conditions, during which the apparatus shall show no loss of power or overheating. The transmission drive shaft or shafts and rear axles shall run quietly and be free from abnormal vibration or noise throughout the operating range of the apparatus. The successful bidder shall furnish a weight certificate showing weights on front axle, rear axle, and total weight for the completed apparatus at time of delivery.

Yes ___ No ___

A. The apparatus must be capable of accelerating to 30 mph from a standing start within 25 seconds on a level highway without exceeding the maximum governed rpm of the engine.

Yes ___ No ___

B. The service brakes shall be capable of stopping fully loaded vehicles in 30 feet at 20 mph on level highway.

Yes ___ No ___

C. The apparatus, fully loaded, shall be capable of obtaining a speed of 50 miles per hour on a level highway with the engine not exceeding its governed rpm.

Yes ___ No ___

D. The contractor shall furnish copies of the Engine Manufacturer's current Certified Brake Horsepower curve.

Yes ___ No ___

In the event the apparatus fails to meet the test requirements of these specifications on the first trials, second trials may be made at the option of the bidder within thirty (30) days of the date of the first trials. Such trials shall be final and conclusive and failure to comply with these requirements shall be cause for rejection.

Yes ___ No ___

B AND CHASSIS SPECIFICATION

GENERAL Chassis to be furnished shall be designed and manufactured for heavy duty service.

Yes ___ No ___

satisfactory weight distribution for the apparatus shall be considered to be within the range of 25% to 40% on the front suspension and 60% to 75% on the rear suspension.

Yes ___ No ___

The fully laden weight of the completed apparatus with equipment and personnel shall not exceed the chassis manufacturer's gross vehicle weight rating - (G.V.W.).

Yes ___ No ___

The total load on each axle shall not exceed the axle manufacturer's ratings - (G.A.W.R.).

Yes ___ No ___

The cab and chassis overall dimensions are specified in inches and should not exceed the following:

Bumper to back of cab	-	(B.B.C.)	112"
Cab to axle	-	(C.A.)	120"
Wheelbase	-	(W.B.)	200"
After frame	-	(A.F.)	76"

AN OVERVIEW OF HVCEO INVOLVEMENT WITH HAZMAT 11/2/88

1. As all of its member towns had received a mandate to be involved in HAZMAT planning, HVCEO placed the issue on its agenda in April 1986 and agreed to keep it there. 36
2. In February 1987 an HVCEO report was released entitled Preparing for Hazardous Material Spills. It included an inventory of appropriate equipment in each town, explanation of the law, tips on local plan preparation, an endorsement of the need for regional cooperation on this issue, and a call for cost savings through joint action. Several hundred copies were distributed to local officials
3. Various mailings and information exchanges continued through 1987.
4. At the February 1988 HVCEO meeting it was agreed that the Region should go beyond promoting intermunicipal coordination and investigate the creation of one regional HAZMAT response team, and also to create a committee of local representatives to meet evenings to pursue it and to exchange ideas on local SARA plan preparation. Two meetings were held, in April and in September. The committee advocated a regional service delivery mechanism.
5. In July of 1988 Danbury's Mayor Sauer agrees that a proposal for a regional HAZMAT emergency response service could be structured around the provision of service by Danbury. In August of 1988 HVCEO directs staff to develop the Danbury service proposal in depth.
6. In October of 1988 HVCEO directed staff to present the regional service proposal to each municipality individually to determine interest and set the stage for local budget action. Two coordinated documents were to be presented, the Proposal for Regional Hazardous Materials Response and Other Specialized Rescue Services by the Danbury Fire Department, and the Proposed Regional Policy for Coordination of Hazardous Materials Spill Response Capabilities by HVCEO.
7. Presentations are being made to HVCEO municipalities during November and December of 1988.

THEMES TO UNDERLIE COOPERATION

- Cost reductions due to beneficial group economies of scale should be shared equitably.
- Local cost share should correlate precisely with local share of risk.
- Equipment purchased jointly by a group of towns should remain under the ownership of that group of towns.
- All operations of regional forces operating in a municipality must be under local control.

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HOUSATONIC VALLEY COUNCIL OF ELECTED OFFICIALS

Old Town Hall, Route 25
Brookfield Center, Connecticut 06805
775 - 6256

November 1, 1988

MEMO

TO: Council Members
FROM: Jonathan Chew *J.C.*
RE: Local Meetings to Discuss
Danbury's HAZMAT Service Proposal

This memo is to confirm the following schedule. Charles Monzillo, Jack Kozuchowski and I will make a short presentation, followed by questions and answers. Please have your fire department and SARA HAZMAT Committee representatives present as you see fit.

- Bethel: Monday, November 14, Bd. of Selectmen, Andrews Center, 7:30 P.M.
- Bridgewater: Tuesday, November 15, Bd. of Selectmen, 7:30 P.M.
- Brookfield: Monday, November 7, Bd. of Selectmen, 7:00 P.M.
- Danbury: J. Kozuchowski to coordinate.
- New Fairfield: Thursday, November 10, HAZMAT Committee and Selectmen, 8:00 P.M.
- New Milford: Wednesday, November 16, HAZMAT Committee, 7:30 P.M., lower Conference Room.
- Newtown: Public Safety Committee, date to be set.
- Redding: Thursday, December 1, Bd. of Selectmen, 7:00 P.M.
- Ridgefield: Wednesday, November 9, Bd. of Selectmen, 8:15 P.M.
- Sherman: Friday, November 4, Bd. of Selectmen, 7:30 P.M.

JC:ca
cc: Regional HAZMAT Committee Members
Jack Kozuchowski
Charles Monzillo

haz_mtg



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

PUBLIC WORKS
(203) 797-4537

DANIEL J. MINAHAN
DIRECTOR OF PUBLIC WORKS

November 29, 1988

DM
TO: MAYOR JOSEPH H. SAUER, & MEMBERS OF THE COMMON COUNCIL
FROM: D.J. MINAHAN, DIRECTOR OF PUBLIC WORKS
RE: MAINTENANCE AGREEMENT BETWEEN THE CITY OF DANBURY AND
THE TOWN OF BETHEL

Please place on the Common Council agenda for the December meeting the attached proposed mainenance agreement between the City of Danbury and Town of Bethel.

The road in question is a portion of Reservoir Road also known as Heyman Road, which is located in the town limits of the Town of Bethel. Reservoir Road also known as Heyman Road which is located in the city limits of the City of Danbury.

The agreement is self explanatory and I ask permission to execute this agreement on behalf of the of the City of Danbury. Should you have any questions please feel free to contact me.

MAINTENANCE AGREEMENT

AGREEMENT made this _____ day of _____, 1988 by and between the **CITY OF DANBURY**, a municipality of the State of Connecticut, acting herein by _____, its _____ and the **TOWN OF BETHEL**, a municipality of the State of Connecticut, acting herein by its _____

WHEREAS, the parties desire to provide for the maintenance and repair of the extension of Reservoir Road, also known as Heyman Road, a part of which lies within each municipality area;

WHEREAS, it is mutually beneficial to each municipality to provide for a procedure to accomplish these objectives;

NOW THEREFORE, IT IS AGREED:

1. The **TOWN OF BETHEL** shall be responsible for all pavings, repaving, patching, drainage and cleaning of catch basins on the approximately four hundred (400') feet of the improved portion of Reservoir Road, also known as Heyman Road, which is located in the town limits of the Town of Bethel.

2. The **CITY OF DANBURY** shall be responsible for the snow plowing and removal and sweeping of the portion of Reservoir Road, also known as Heyman Road, which is located in the City limits of the City of Danbury and the approximately four hundred (400') feet of the improved portion of the road which is located within the town limits of the Town of Bethel.

3. This Agreement shall continue in force until cancelled. Either party may cancel this Agreement by written notice to the other party, setting forth the date of cancellation, which shall not be earlier than forty-five (45) days from the date of such written notice.

CITY OF DANBURY

By: _____

its

TOWN OF BETHEL

By: _____

its



38

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

November 28, 1988

ENGINEERING DEPARTMENT
(203) 797-4641

JOHN A. SCHWEITZER, JR.
CITY ENGINEER

MEMO TO: Mayor Joseph H. Sauer
Members of the Common Council

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

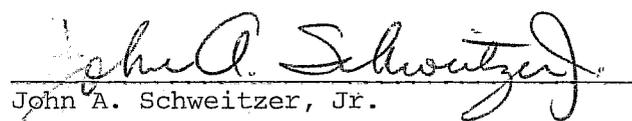
SUBJECT: Danbury, Fairfield County, Ct.
Proposed Alteration of the Main Street (Rt. 53) Grade Crossing
of the Maybrook Secondary, LC4223, M.P. 75.56, Albany Division,
Eastern WO#47534. (File: 320-MWS)

At the January 5, 1988 Common Council Meeting Item #41 a communication was received from Public Works Director Basil Friscia requesting funds to address the traffic signalization at the intersection of Garamella Boulevard and Main Street. The Common Council approved the request at this meeting. A copy of page 11 of the January 5, 1988 Common Council minutes is attached for your use.

On January 14, 1988 Consolidated Rail Corporation was notified by this department of the City's desire to have the Railroad accomplish this work.

On August 23, 1988 Conrail submitted to the City a proposed agreement to accomplish this work. The Corporation Counsel's office has determined that authority will have to be given by the Common Council for the Mayor to execute this agreement. Therefore, your review and action on this request would be appreciated.

Very truly yours,



John A. Schweitzer, Jr.
City Engineer

JAS/gw

c: Daniel Minahan w/enclosure
Dominic Setaro w/enclosure
Eric Gottschalk w/enclosure

RECEIVED
AUG 29 1988

CONSTRUCTION AGREEMENT

Engineering Dept.

This AGREEMENT made this 23rd day of August, 1988 by and between Consolidated Rail Corporation, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, having its general offices in Philadelphia, Pennsylvania, hereinafter referred to as the RAILROAD, and the City of Danbury, a municipal corporation of the County of Fairfield and the State of Connecticut, hereinafter referred to as the CITY.

WHEREAS, the CITY desires the alteration and improvement of traffic control devices at Main Street, Rt. 53, grade crossing in downtown Danbury, and,

WHEREAS, portions of the work are immediately adjacent to and within RAILROAD right of way and will require the alteration of RAILROAD's facilities by RAILROAD forces.

WHEREAS, a regulatory hearing was held and Order has been issued by the Connecticut State Department of Transportation governing the grade crossing alteration work; and,

WHEREAS, the CITY and RAILROAD are desirous of entering into a Construction Agreement covering all work required of RAILROAD forces in connection with work immediately adjacent to and within RAILROAD right of way and at the aforementioned grade crossings; and,

WHEREAS, the CITY is agreeable to reimbursing RAILROAD for the cost of work to be performed by RAILROAD.

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WHEREAS, the parties hereto have reached agreement as to the apportionment of the work and expense of performing such work.

NOW THEREFORE, for and in consideration of the premises and of the promises and covenants hereinafter set forth, it is agreed between the parties hereto as follows:

ARTICLE I. RAILROAD, at the sole cost and expense of the CITY, shall perform all construction work in connection with the alteration and improvement of traffic control devices at the Main Street grade crossing in accordance with provisions approved by the New York State Department of Transportation under the Order issued June 2, 1986 governing Case Docket No. 860201.

ARTICLE II. An estimate covering RAILROAD construction costs, including engineering and accounting costs, in the amount of Eighteen Thousand, Nine Hundred Dollars (\$18,900) is attached hereto and marked Exhibit "A". This estimate outlines anticipated RAILROAD costs including engineering, accounting and construction for the grade crossing traffic control devices improvement and alteration work which the CITY is agreeable to reimburse the RAILROAD. The CITY shall promptly reimburse RAILROAD for its actual expenses and costs as incurred, after final billing is made.

The RAILROAD, upon completion of its work, shall render to the CITY a detailed final statement of the actual costs and expenses as incurred by it or for its account. After the CITY representatives have checked the final statement and they have

28

agreed that the costs are reasonable and proper, insofar as they are able to ascertain, the CITY shall promptly reimburse the RAILROAD less previous payments, if any, the amount billed.

ARTICLE III. Upon completion of the construction of the improvements contemplated and described herein, RAILROAD shall at its own cost and expense maintain the traffic control devices at Main Street grade crossing together with the crossing surfaces between the outside rails and to a point two (2) feet beyond the rails in a good state of repair. The CITY at its own cost and expense shall maintain the roadway and approaches to the grade crossing thereto as well as all other facilities constructed or modified.

ARTICLE IV. This Agreement, when properly executed, shall be binding upon the parties hereto and their respective successors and assigns and upon the adoption of a resolution by the Council of the CITY OF DANBURY accepting said Agreement and authorizing the signature thereof by the proper official or officials of CITY, a certified copy of said resolution shall be attached to this Agreement.

30

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their officers thereunto authorized, the day and year first above written.

CONSOLIDATED RAIL CORPORATION

W. H. Swamer
Witness OFFICE MANAGER

By: J. D. Cossel
J. D. Cossel
Chief Engineer
Design and Construction

CITY OF DANBURY

Witness

By: _____

Title: _____

38
CONSOLIDATED RAIL CORPORATION

DANBURY, CT. - MAIN STREET (RT. 53)

FORCE ACCOUNT ESTIMATE

Estimate of cost of work to be performed by Conrail forces in connection with the proposed signal alterations at the Main Street (Rt. 53) grade crossing of the Maybrook Secondary, LC 4223, MP 75.56, New England Division, Northeastern Region.

A) Preliminary Engineering	\$1,000.	
Additives @ 43.69%	437.	
Contingencies	144.	\$ 1,581.
		<hr/>
B) Construction Engineering	\$2,000.	
Additives @ 43.69%	874.	
Contingencies	287.	\$ 3,161.
		<hr/>
C) Communication & signal alterations, labor and material in accordance with attached detail sheets		\$12,867.
		<hr/>
D) Accounting & Billing	\$ 694.	
Additives @ 69.35%	481.	
Contingencies	116.	\$ 1,291.
		<hr/>
	TOTAL	\$18,900.

*NOTE: Estimate Good For 60 Days.

OFFICE OF CHIEF ENGINEER
DESIGN AND CONSTRUCTION
PHILADELPHIA, PA 19104
MAY 4, 1987 (RWH)

38

DANBURY, CT ~ PROPOSED ALTERATIONS TO MAIN ST CROSSING
 NORTHEASTERN REG ~ NEW ENGLAND DIV
 MAYEROOK SEC. LC4223 MP 76.56

MATERIAL

3 EA ARM, GATE SIDEWALK TET	@ 71	213
1 EA SIGNAL, FI-1 DIRECTION ASSEMBLY	@ 707	707
1 EA FOUNDATION, S-2	@ 178	178
200 FT CABLE, A/C #9	@ .93	186
100 FT CONDUIT, STEEL 4"	@ 5	500
1 LOT MISCELLANEOUS MATERIAL		200

TOTAL MATERIAL 1804

CT. STATE TAX 7.5% 135

MATERIAL HANDLING 5% 90

LABOR: ENGR (4) 552
INSTALL (24) 2760
RELOCATE STARTS (10) 1150

LABOR ADDITIVES: ENGR (43.69%) 241
INSTALL (76.15%) 2977

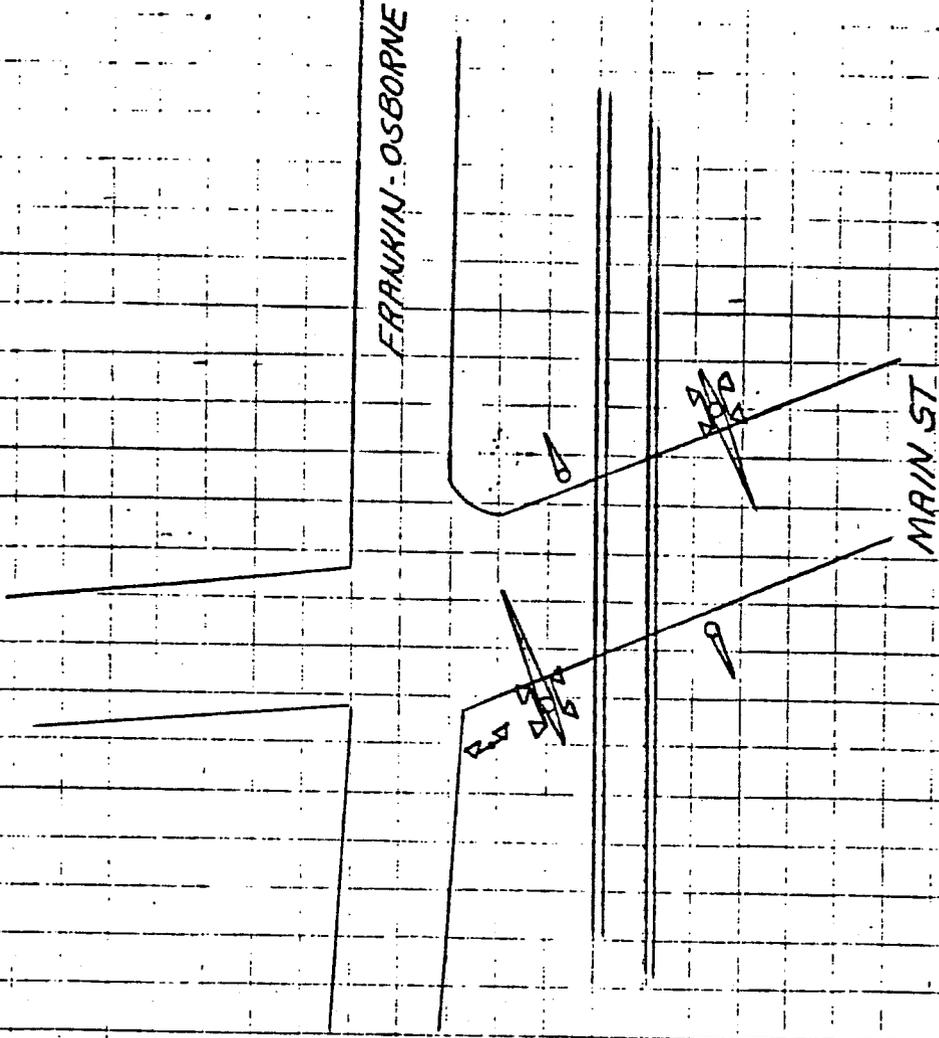
SUBSISTENCE 1370

EQUIPMENT RENTAL 675

CONTINGENCIES 613

TOTAL 12867

FRANKLIN-OSBORNE ST



MAIN ST

DANBURY, CT

NORTHEASTERN REG. & NEW ENGLAND
PROPOSED ALTERATIONS TO
MAIN ST. CROSSING

38

GREEN = 1/4 IN

Mr. Fazio asked that these leases be referred to an ad hoc committee, Planning Commission and the Properties Review Board. Mayor Sauer ordered that the ad hoc committee shall consist of Council Members Esposito, Nimmons and Eriquez and shall also be referred to the Planning Commission and the Properties Review Board.

40 - COMMUNICATION - Veterans Tax Exemption.

Letter from Peter U. Green regarding Veterans Tax Exemption.

Mr. Godfrey asked that this be referred to the State House Delegation as it would come under their jurisdiction. Mayor Sauer so ordered.

✓ 41 - COMMUNICATION - Traffic Signalization - Garamella Boulevard.

Letter from Director of Public Works Basil Friscia asking for funds (\$19,000) to address traffic signalization at the intersection of Garamella Boulevard and Main Street. Certification attached.

The communication was accepted and the transfer of funds authorized on the Consent Calendar.

✓ 42 - COMMUNICATION - Report from Director of Public Works on road conditions in Candlewood Vista Area - Brighton Street.

Report from Basil Friscia stating that these roads would be on the list of roads to be paved in 1988.

Mr. Eriquez moved that the report be accepted. Seconded by Mr. Godfrey. Motion carried unanimously.

✓ 43 - COMMUNICATION - Reimbursement of Water Hook-Up.

Letter from Mayor Sauer asking that Mr. and Mrs. A'Hearn be reimbursed in the amount of \$4,700 since they were the only residents in the East Pembroke area who bore the cost of hooking up to City water.

Mr. Gallo made a motion to approve the reimbursement pending certification. Seconded by Mr. Godfrey. Motion carried unanimously.

✓ 44 - COMMUNICATION - Report from Director of Public Works on Acceptance of Mazur Drive.

Report from Basil Friscia asking that a committee be established to study this request.

Mrs. Butera asked that this be referred to an ad hoc committee and the Planning Commission. Mayor Sauer ordered that the ad hoc committee shall consist of Council Members Esposito, Butera and Weiss and also to the Planning Commission.

45 - COMMUNICATION - Grant Monies.

Letter from Dominic Setaro asking that a committee be established to meet with William Quinn in reference to problems that have been occurring with grants which the Health Department is currently administering.

Mr. Fazio asked that this be referred to committee. Mayor Sauer ordered that the committee shall consist of Council Members Mora, Connell and Charles.

46 - COMMUNICATION - City of Danbury v. Frank H. Fitzsimmons, Jr. Trustee.

Letter from Assistant Corporation Counsel Eric Gottschalk



✓
7A

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

December 6, 1988

PLEASE REPLY TO:
DANBURY, CT 06810

Hon. Members of the Common Council
City of Danbury
Danbury, Connecticut

Re: Supplement No. 1, Lease No. DOT-FA72EA-6510,
Danbury, Connecticut, ATCT

Dear Council Members:

Please refer this matter to committee and to the Planning
Commission.

Very truly yours,

Laszlo L. Pinter
Assistant Corporation Counsel

LLP:cr

Attachment

7
1



U.S. Department
of Transportation
**Federal Aviation
Administration**

New England Region

12 New England Executive Park
Burlington, Massachusetts 01803

31

November 21, 1988

City of Danbury
Office of the Mayor
155 Dearhill Avenue
Danbury, CT 06810

Dear Mr. Mayor:

Supplement No. 1, Lease No. DOT-FA72EA-6510, Danbury, Connecticut,
ATCT

Enclosed are five (5) copies of the subject supplement for your review and approval. If you concur with the terms and conditions, please have four (4) copies signed and returned to this office, retaining the fifth copy for your information. A fully executed copy will be returned for your records.

Please note that this Supplement requires execution before the asphalt paving of the parking lot can commence. According to Mr. Estefan, Airport Manager, Danbury Municipal Airport, the asphalt plants will be closing by mid-December; therefore, your immediate attention to this matter is appreciated.

Should you have a question regarding this supplement, please do not hesitate to call me at (617) 273-7379.

Sincerely,

Barbara J. Minklein
Realty Contracting Officer

Enclosure

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

WJA

Supplement No. 1 to Lease
No. DOT-FA72EA-6510

THIS SUPPLEMENTAL AGREEMENT, made and entered into this day of 1988, by and between the City of Danbury, Connecticut, whose address is Town Hall, 155 Dearhill Avenue, Danbury, Connecticut 06810, for itself and its heirs, executors, administrators, successors, and assigns, hereinafter called the Lessor, and the United States of America, hereinafter called the Government.

W I T N E S S E T H

WHEREAS, on March 9, 1972, Lease No. DOT-FA72EA-6510 was agreed to and authorized the Government to use and occupy the property described in said lease for its ATCT site; and

WHEREAS, the Lessor is planning to construct an apron adjacent to the Government's proposed parking area; and

WHEREAS, the Lessor desires the Government to use an additional parcel of property described in Exhibit A for the Government's parking area;

NOW THEREFORE, the parties hereto do hereby mutually agree as follows:

1. The Lessor hereby leases to the Government the property described in Exhibit A, attached hereto and made a part hereof.
2. All other terms and conditions of this lease are hereby ratified and except as amended above shall be and remain the same.

IN WITNESS WHEREOF, the parties hereto mutually agree as follows:

CITY OF DANBURY

THE UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

BY: _____

BY: _____

TITLE: _____

Barbara J. Minklein
TITLE: REALTY CONTRACTING OFFICER

DATE: _____

DATE: _____

39
51

I, _____, certify that I am
the _____ of the

(State, County, Municipality, or other Public Authority)

named in the foregoing agreement; that _____

who signed said agreement on behalf of _____

_____ was then _____ of said

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

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

(Signature)

(Corporate Seal)

EXHIBIT A

29

The leased area described in Article 1 of Lease No. DOT-FA-72EA-6510 is to be expanded to include the following area, which joins the northerly boundary of the plot described in Article 1:

From the Point-of-Beginning described in paragraph 1, proceed N 26° 18'W, 75.00 feet to a point; thence N 63° 42'E, 150.00 feet to a point; thence S 26° 18'E, 75.00 feet to a point; thence S 63° 42'W, 150.00 feet along the northerly boundary of the plot described in paragraph 1, to the Point-of-Beginning containing in all 0.26 acre, more or less, all being situated in Danbury Municipal Airport, Town of Danbury, County of Fairfield, State of Connecticut. All bearings are true.



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

ROBERT T. RESHA
CORPORATION COUNSEL

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

PLEASE REPLY TO:

DANBURY, CT 06810

December 6, 1988

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

Re: Lease of Property at Maple Avenue and Garamella Boulevard
to John Holbrook

Dear Mayor and Members of the Common Council:

Attached you will find a proposed lease agreement for the rental of the above property by the City of Danbury to John D. Holbrook for terms and consideration referenced in the lease document.

Please note that the Common Council on March 1, 1988 recommended that this office proceed with the lease agreement and that approval of the Planning Department and Planning Commission be obtained and thereafter that said lease agreement be resubmitted to the Common Council for consideration and acceptance.

This office has reviewed the lease and its legal terms and parameters are acceptable. The appropriate Planning Commission determination in this matter is also attached hereto as directed by the Common Council.

In that the event that this Council by the necessary two-thirds vote accepts this lease arrangement, this office will prepare for execution of the documents and any filing as necessary.

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Re: Holbrook Lease

December 6, 1988

- 2 -

Should you have any questions on this matter in the meantime, please advise.

Very truly yours,

Laszlo L. Pinter

Laszlo L. Pinter
Assistant Corporation Counsel

LLP:cr

Attachments

c: Robert T. Resha, Esq.
Corporation Counsel

Francis J. Collins, Esq.



NOV 21 1988

40

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

PLANNING COMMISSION
(203) 797-4525

November 17, 1988

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

Re: 8-24 Referral - Proposed lease of property at Maple Avenue and Garamella Boulevard to John Holbrook

Dear Council Members:

The Planning Commission at its meeting November 16, 1988 voted a positive recommendation for the proposed lease of property at Maple Avenue and Garamella Boulevard to John Holbrook.

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

Sincerely yours,

Frank Bondatti
(940)

Frank Bondatti
Acting-Chairman

Schedule A

40

All that certain triangular piece or parcel of land, located on the southwest corner of Maple Avenue and Garamella Boulevard in Danbury, Connecticut, containing approximately 0.6 acres, more or less, and bounded as follows:

NORTHERLY : by Garamella Boulevard;
EASTERLY : by Maple Avenue; and
SOUTHERLY &
WESTERLY : by land of Connrail, so-called.

Validity of Agreement. If any part of this Agreement is against the law, the rest of this Agreement will remain in full force. You have the right to correct any illegal clause to make it comply with the law.

Parties. Both you, the Landlord, and I, the Tenant, are bound by this Agreement. All parties who lawfully succeed to our rights and responsibilities are also bound.

Entire Agreement. All promises you have made are contained in this written Agreement. This Agreement can only be changed by an Agreement in writing and signed by both you and me.

SIGNED AND AGREED TO BY:

Witness:

..... LANDLORD

..... TENANT

..... TENANT

STATE OF CONNECTICUT, COUNTY OF

} ss.

40

The foregoing instrument was acknowledged before me this

day of

, 19

by

.....
(Name(s) of person(s) acknowledging)

.....
Commissioner of the Superior Court



STATE OF CONNECTICUT, COUNTY OF

} ss.

The foregoing instrument was acknowledged before me this

day of

, 19

by

.....
(Name and title of officer or agent)

of

.....
(Name of corporation acknowledging)

a corporation of, on behalf of the corporation.

(State of incorporation)

.....
Commissioner of the Superior Court

LEASE



CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

November 7, 1988

received
11/9/88

41

ENGINEERING DEPARTMENT
(203) 797-4641

JOHN A. SCHWEITZER, JR.
CITY ENGINEER

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

Dear Mayor Sauer and Common Council Members:

Discontinuance of a Portion of
Joe's Hill Road

Enclosed please find copies of a September 20, 1988 letter with attachment sent to the City by the State of Connecticut Department of Transportation. The State is requesting that the City formally discontinue the portion of Joe's Hill Road shown in red on their map.

The Corporation Counsel's office advises us that Section 13-7 of the statutes establishes the Common Council's authority to formally discontinue a road.

We therefore forward this matter to you for review and action.

Our office sees no use to the City for this particular parcel of land and therefore we would have no problem with a Common Council decision for formal discontinuance of this portion of abandoned Joe's Hill Road.

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

Very truly yours,

John A. Schweitzer, Jr.

JAS/PAE/gw
Enclosures

c: Eric L. Gottschalk
Robert G. Bongiolatti



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

RECEIVED



24 WOLCOTT HILL ROAD, P.O. DRAWER A
WETHERSFIELD, CONNECTICUT 06109-0801

OCT 20 1988

Phone : 258-3405

Engineering Dept

September 20, 1988

received
9/20/88

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

Dear Mayor Sauer:

Subject: Joe's Hill Road Discontinuance - Danbury
File No. 34-Misc-121A

The Department of Transportation is proposing to release excess land along the north side of Mill Plain Road (U.S. Route 6) and east side of Aunt Hack Road.

The State abandoned Joe's Hill Road to the Town on December 19, 1950 as indicated on the enclosed Right of Way map and construction print.

It is our understanding that the portion of the roadway, as outlined in red on the release map, is no longer in use and, by this letter, we respectfully request its discontinuance.

Your assistance in processing for the formal discontinuance by the City and notification to us would greatly be appreciated.

Very truly yours,

Robert G. Bongiolatti
Division Chief
Property Management Division
Office of Rights of Way

Enclosures: Maps

cc: Mr. John A. Schweitzer, Jr.
City Engineer
City of Danbury

TO: Councilman Gary Renz

FROM: Citizens Concerned with the Intersection of Great Plain Road and Stadley Rough Road

The intersection of Great Plain Road and Stadley Rough Road has been the scene of many accidents over the years. The current configuration of this intersection does not permit the driver the visibility necessary to safely negotiate it. It is requested by the undersigned, concerned residents of the area, that an ad hoc committee be appointed to investigate a redesign of this intersection.

Your timely response to the request will be appreciated.

Mr + Mrs. Thomas Oszewski - 25 Great Plain Rd.
Mr + Mrs Timothy Bourque - 12 Elizabeth Rd.
Mr + Mrs Michael DePaluccio 13 Lily Dr Day Ct 06811
Mr + Mrs Edward Vachovetz 249 Thaddens Ave. Danbury, Ct.
Mr + Mrs. Robert Petrovich 44 Great Plain Rd, Danbury, CT
Mary Jean Zorzal 55 Abbott Ave Danbury Ct 743 545
Jimmy A. Gallo 9 Promenade Ave. Danbury Ct
Deahdell Davis 36 Great Plain Rd. Danbury
Lucy Simon Albers Rd.
Kathy Schark 54 Stadley Rough Rd -
Gina Velluti - 34 Pinewood Circle Danbury
Mr + Mrs Williams Hamilton 02 Stadley Rough Rd 744 4686
Lois Noach 2 Stadley Rough Rd 792-1645
Vincent Joyles 42 Great Plain Rd 748-6624
Mr + Mrs Fred Scalzo 21 Great Plain Rd, Danbury
Mr + Mrs S.V. Gustano 23 Great Plain Rd, Danbury Ct

(17) ~~Frances M. Williams -~~

111

(18) Rosanne Cella Great Plain Rd

(19) - Betty Mariani 59 Staddy Rough Rd

(20) - Jules Mariani - 59 Staddy Rough Rd

(21) - Theresa Stenabough - 61B CEDAR DRIVE DANBURY.

(22) - Joanne DeJulio - 9 Glendale Dr. Danbury, Ct.

(23) Ann M. Marsh 22 Royal Pine Dr. Danbury, Ct. 06811

24 Ruth B Hodend 21 Hawley Rd Danbury 06811

**CITY OF DANBURY**

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

(203) 797-4511

November 30, 1988

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

Dear Council Members:

The Vietnam Memorial Association would like to donate \$12,382.99 towards the Korean Memorial. I am requesting that we accept the donation and appropriate the funds to the capital line item for the Korean Memorial.

Sincerely yours,

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

Joseph H. Sauer, Jr.
Mayor

JHS:cjz

November 17, 1988

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

Dear Council Members:

At the suggestion of Mayoral Aide Kenneth Tripp, I am asking you to resolve a problem I have concerning failure on the part of the City to reimburse me for money owed to me by the City.

During the reconstruction of Post Office Street, I entered into an oral agreement with the former administration whereby I would supply water from my establishment at 2 Ives Street to the City so that the work could be completed. The agreement was that the City would reimburse me the difference in my monthly water bill for the amount used by the City. The total was \$600. To date the City has failed to keep its part of the agreement. The exchange was made in good faith as I feel that it is the duty of every downtown merchant to aid in the upgrading of the downtown area.

I will be glad to answer any questions you may have and to provide you with any necessary information.

Sincerely,



Richard P. Jowdy
Tuxedo Junction Cafe
2 Ives Street
Danbury, Connecticut 06810



43

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

ROBERT T. RESHA
CORPORATION COUNSEL

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

PLEASE REPLY TO:

DANBURY, CT 06810

November 21, 1988

Hon. Members of the Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut

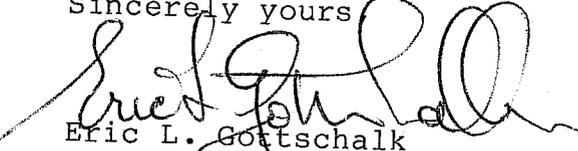
Re: Patton - Former Salt and Sand Storage Site

Dear Council Members:

Please find attached a draft agreement prepared by Attorney Lawrence Riefberg on behalf of his client, Mr. John Patton. The agreement provides for indemnification of Mr. Patton as a result of the City's use of his property for the storage of winter road sand and salt. As you may be aware, both the City and Mr. Patton have been named in litigation resulting from this use.

If you find the agreement acceptable, please authorize the Mayor to execute it.

Sincerely yours



Eric L. Gottschalk
Assistant Corporation Counsel

ELG:cr

Attachment

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AGREEMENT

This Agreement is made this day of , 1988 by and between the City of Danbury, a municipal corporation located in Fairfield County, and organized and existing under and by virtue of the laws of the State of Connecticut, acting herein by JOSEPH H. SAUER, JR., its Mayor, and hereinafter designated the "City", and JOHN R. PATTON, of Danbury, Connecticut, hereinafter referred to as the "Owner".

WHEREAS, the City has used the property of the Owner, designated herein as the "Property", on Padanaram Road in Danbury for the storage of salt and sand, which property is further described in Exhibit A attached hereto; and

WHEREAS, the City wishes to indemnify the Owner for all potential claims, damages and liabilities with respect to such soil contamination.

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

1. The City shall, in all respects, indemnify and hold the Owner harmless from any and all liabilities whatsoever, whether now existing or hereinafter arising, resulting from the City's use of the Property, including without limitation any liability to or claims by any adjoining or abutting present, future or former land owners. Without limiting the generality of the foregoing, the City shall indemnify and hold the Owner harmless from any and all liability to Barry Connell arising out of the case currently pending in the Danbury Superior Court entitled Barry Connell v. City of Danbury and John R. Patton.

2. This Agreement shall inure to the benefit of and be binding upon the City and the Owner and their respective heirs, successors,

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assigns and legal representatives.

3. The City agrees to pay the Owner any and all reasonable attorney's fees incurred in connection with the review, preparation, negotiation and execution of this Agreement.

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

Signed, Sealed and Delivered
in the Presence of:

THE CITY OF DANBURY

BY:

JOSEPH H. SAUER, JR.
Mayor

OWNER

Hamberly S. Rose

Com M. [Signature]

BY:

John R. Patton

JOHN R. PATTON

EXHIBIT A

ALL THAT CERTAIN PIECE or parcel of land consisting of .664 acres and being the northerly portion of a gasoline station site as shown on a map entitled, "Survey for John R. Patton, Clapboard Ridge Road, Danbury, Connecticut", dated July 20, 1968 and filed in the Danbury Land Records as Map No. 4209 to which reference may be had. Said property is further bounded and described as follows:

- WESTERLY: By Clapboard Ridge Road, 123.60 feet along a curve;
- NORTHERLY: By land of James G. Patton, 195.68 feet;
- NORTHEREASTERLY: By land of James G. Patton, 133.72 feet;
- SOUTHEASTERLY: By remainder of property of the Lessor herein, 325.52 feet.



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CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

PLANNING & ZONING DEPARTMENT
(203) 797-4525

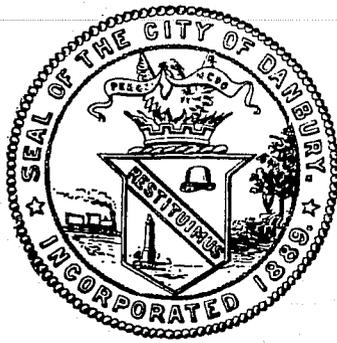
TO: Elizabeth Crudginton, City Clerk
FROM: Dennis I. Elpern, Planning Director
RE: Tarrywile Park Ordinance
DATE: November 23, 1988

Attached is a copy of the proposed ordinance creating the Tarrywile Park Authority. The ordinance was prepared by the Mayor's Task Force on Tarrywile Park and should be placed on the agenda for the December meeting of the Common Council.

The ordinance specifies (1) the powers and responsibilities of the Authority and Common Council, (2) the required articles of incorporation, and (3) the appointment, membership, terms, and compensation of Authority members.

The ordinance is designed to provide the basic foundation upon which the Authority will operate; it does not attempt to anticipate or regulate all possible programs which may be undertaken over time. The proposal also specifies several key policy decisions which the Task Force believes should be retained by Common Council.

c: Task Force on Tarrywile Park



ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT

COMMON COUNCIL

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

THAT Chapter 13A of the Code of Ordinances of Danbury, Connecticut is hereby amended by adding the following sections, to be numbered 13A-50 - 13A-55, which said sections read as follows:

ARTICLE V. TARRYWILE PARK AUTHORITY

Sec. 13A-50. Creation; powers and responsibilities.

(a) Creation. The Common Council of the City of Danbury (hereinafter referred to as "city"), a municipality of the State of Connecticut, hereby creates a public body politic and corporate under the name and style of the Tarrywile Park Authority (hereinafter referred to as "authority"). Tarrywile Park shall extend to all lands, and additions thereto, of the former C.D. Parks property, except for lands subsequently deleted by Common Council through sale, lease, or other form of conveyance.

(b) Powers and responsibilities. Such authority shall have the following powers and responsibilities:

- (1) To administer, operate and maintain said Tarrywile Park, including all structures and land and any adjacent property owned by the city which is made part of the park;
- (2) To contract and be contracted with in order to administer, operate and maintain said park;
- (3) To make, amend and repeal bylaws, rules, and regulations not inconsistent with general law to carry out its purposes;
- (4) To use and develop park facilities as authorized by law only within said park in accordance with a duly approved Master Plan, as amended;
- (5) To fix and revise from time to time and to charge and collect fees, rents, and other charges for the use of any project or facilities thereof on behalf of the city and in an amount sufficient to (1) pay operating and maintenance expenses, and (2) pay the annual principal of and interest on bonds heretofore or hereafter issued by the city to finance the construction and reconstruction of park facilities withinsaid park and the principal of and interest on any obligations the authority may incur;

- 44
- (6) To pay over the net receipts annually in July of each year (gross receipts less operation and maintenance expenses, a reserve for capital improvements not exceeding twenty-five per cent ((25%)) of gross receipts for the fiscal year, and authority debt service from the operation of the park), to the treasurer of the city to be placed in the general fund of the city;
 - (7) To make an annual audit, consistent with general law, of the financial transactions of the authority. The treasurer elected by the members of the commission shall be bonded in an amount determined pursuant to Section 7-148 of the General Statutes of Connecticut, as amended;
 - (8) To issue its bonds, notes or other obligations as authorized by Connecticut General Statutes, Sections 7-130a to 7-130x, inclusive, as amended, to be paid solely from the revenues of the authority;
 - (9) To accept loans or grants from the city or any other person, government or agency thereof, for the purposes of the authority; and,
 - (10) To appoint or dismiss an Executive Director and to adopt an annual budget for the administration of the park under the overall direction of the authority, the fiscal year of said budget to coincide with that of the City of Danbury.

Sec. 13A-51. Powers and responsibilities reserved for the Common Council.

The Common Council of the City of Danbury shall retain the following powers and responsibilities for the administration of Tarrywile Park.

- (a) Upon recommendation of the authority, final approval for (1) the issuance of all bonds, notes, or other obligations by the authority, and (2) the acquisition, purchase, sale, lease, or other conveyance of lands and property within or to be added to Tarrywile Park, and all conditions attached thereto.
- (b) Approval by majority vote of a Master Plan, and amendments thereto, for the development of the park, said plan to designate the construction, demolition, extension, renovation, or substantial improvement, excluding routine maintenance, of all structures, lands, lakes, ponds, and watercourses, conservation areas, park and recreational facilities, public utilities, roads and walkways, and other public facilities. All improvements to structures shall be compatible with the historic nature and character of the property. Prior to the adoption of said plan, (1) the use of the park shall be limited to authorized public and private functions at the Mansion and to existing municipal use of the property, and (2) improvements shall be limited to the restoration and maintenance of existing structures and features, including the provision of health and safety measures. Approval of the Master Plan and amendments

thereto shall follow a public hearing and referral to the Planning Commission for review and report.

Sec. 13A-52. Articles of incorporation.

The articles of incorporation of the authority are as follows:

- (a) The name of the authority and the address of its principal office shall be: Tarrywile Park Authority, City Hall, Danbury, Connecticut.
- (b) The authority is created under Connecticut General Statutes, Sections 7-130a to 7-130x, inclusive, as amended.
- (c) The participating political subdivision is the City of Danbury, Connecticut.
- (d) The initial members of the authority, their addresses, and terms of office, shall be as follows:

[List members, addresses, terms upon appointment]
- (e) The authority is created for the sole purpose of administering Tarrywile Park with the power granted to such authority by this enacting ordinance of the City of Danbury.

Sec. 13A-53. Commission of authority - Appointment; membership; terms.

The Mayor of the city, with the approval of a majority of the Common Council, shall select and appoint the members of said authority which shall consist of nine (9) members. There shall be a maximum of six (6) members from any one political party. The terms of three (3) of the initial members of the commission shall be one year, of another three (3) initial members, two (2) years, and of the last three (3) initial members, three (3) years. Upon expiration of the term of an initial member, all appointments will be made for a term of three (3) years.

Sec. 13A-54. Same - Compensation of members.

No members of such authority may receive any compensation for their services but they shall be entitled to reimbursement for the amount of actual expenses incurred by them in the performance of their duties.

Sec. 13A-55. Perpetual existence.

The said authority shall remain in existence perpetually unless terminated by the city.



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

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PLEASE REPLY TO:

DANBURY, CT 06810

November 8, 1988

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

Re: October 1988 Agenda Item No. 22

Dear Mayor and Council Members:

Please accept the following in response to your request for assistance regarding possible amendments to the Code of Ordinances concerning the Danbury sanitary landfill. In the above-referenced committee report two requests were made. The first involved the possibility of amending the penalty section to provide for a \$5,000.00 fine for any violation of the landfill article. The second involved a proposal to amend the code to state that a hauler's license to use the landfill could be revoked if any of the hauler's vehicular permits were not complied with.

With regard to the first question, please be advised that the Connecticut General Statutes limit the ability of a municipality to levy fines for violations of municipal ordinances. Currently, unless the statutes provide otherwise in a particular case, the limit for such a violation has been fixed at \$100.00. Accordingly, no blanket authority exists which would permit a fine of \$5,000.00. for violating any provision of the code relating to the landfill. Note however, that a statute does exist which provides for substantial penalties for dumping refuse in an area not designated by the municipality as a disposal area.

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Hon. Joseph H. Sauer, Jr., Mayor
Hon. Members of the Common Council
Re: October 1988 Agenda Item No. 22

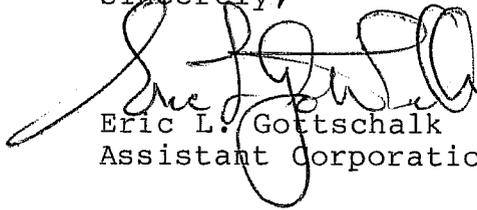
November 8, 1988 - 2 -

A copy of that section, C.G.S. Section 22a-220a is enclosed for your review. It should be noted that the foregoing section establishes this penalty without any requirement that the municipality adopt its terms. Accordingly, no amendment of the code is required in order for the City to take advantage of the rights granted by that section.

With regard to the second question, please be advised that section 16A-34(a) of the Code of Ordinances already provides that a hauler may be refused access to the landfill site for noncompliance with the provisions of the article of the code dealing with the landfill. Under the circumstances, no amendment appears necessary.

If I have misunderstood your request or if you require anything further please let me know.

Sincerely,



Eric L. Gottschalk
Assistant Corporation Counsel

ELG:r

Enclosures

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§ 22a-219b

ENVIRONMENTAL PROTECTION

date of commercial operation of such facility or system, a long-term contractual agreement to participate in the facility or system. For the purposes of this subsection, the date of commercial operation shall be deemed to be the date such facility or system routinely and effectively accepts and processes an amount of solid waste that is seventy-five per cent of the design capacity of such facility or system.

(1987, P.A. 87-451, § 1, eff. July 1, 1987.)

1987 Legislation

1987, P.A. 87-451, § 1, in subsec. (a), substituted "shall" for "may" with reference to making grants.

Cross References

Municipal tipping fee fund, see 1987, P.A. 87-558, § 2.

§ 22a-220. **Municipal provisions for solid waste disposal. Toxic or hazardous waste disposal****Cross References**

Liability for state's costs in controlling violation of this section, see § 22a-6a.

Penalty for violation of this section, see § 22a-6b.

§ 22a-220a. **Designation by municipality of areas for refuse disposal. Registration of refuse collectors**

(a) The legislative body of a municipality may designate the area where refuse generated within its boundaries by residential, business, commercial or other establishments shall be disposed. The disposal of such refuse at any other area is prohibited, except that a municipality may approve, in writing, disposal at another area, either within or outside the boundaries of such municipality, prior to disposal. A municipality may refuse to approve disposal at another area if such disposal would adversely affect its solid waste disposal program. Notwithstanding the provisions of this section, a municipality shall not refuse to approve the transportation of preseggregated recyclable material directly to facilities which accept and process recyclable material.

(b) The legislative body shall give not less than sixty days' notice of its intent to designate the disposal area to all collectors hauling refuse of the municipality. At the conclusion of such period, the legislative body shall cause notice of such designation to appear in a newspaper of general circulation in the municipality and shall conduct a public hearing thereon.

(c) Recyclable material, including but not limited to, glass, metal, paper, corrugated paper or plastic, may be removed or segregated at the source of generation or prior to disposal at the designated area and preseggregated recyclable material may be transported directly to facilities which accept and process recyclable material.

(d) Any collector hauling refuse generated by residential, business, commercial or other establishments in a municipality shall register in such municipality and disclose the name of any other municipality in which such collector hauls such refuse.

(e) The door of any private vehicle used to haul refuse shall be clearly marked with the business name and address of the hauler.

(f) Any collector who dumps more than one cubic foot in volume of refuse at one time in an area not designated for such disposal by a municipality pursuant to the provisions of this section shall for a first violation be liable for a civil penalty of one thousand dollars for each violation and five thousand dollars for a subsequent violation. Any municipality or the attorney general, at the request of the commissioner, may bring an action under this section. All such actions shall have precedence in the order of trial as provided in section 52-191. Any such action by the attorney general shall be brought in the superior court for the judicial district of Hartford-New Britain at Hartford.

(g) As used in this section, "collector" means any person who holds himself out for hire to collect refuse from residential, business, commercial or other establishments.

(1985, P.A. 85-334, § 5, eff. June 16, 1985; 1987, P.A. 87-531, § 3, eff. Oct. 1, 1987.)

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MUNICIPALITIES

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§ 7-147x. Appeals

Any person or persons severally or jointly aggrieved by any decision of the historic properties commission or of any officer thereof may appeal such decision in the same manner and according to the same procedure as set forth in section 7-147i for appeals from the decisions of the historic district commissions.

(1984, P.A. 84-286, § 9.)

§ 7-147y. Exempted acts. Delay of demolition

(a) Nothing in this part shall be construed to prevent the ordinary maintenance or repair of any exterior architectural feature within the boundaries of an historic property which does not involve a change in the appearance or design thereof; nor to prevent the erection or alteration of any such feature which the building inspector or a similar agent certifies is required by the public safety because of a condition which is unsafe or dangerous due to deterioration; nor to prevent the erection or alteration of any such feature under a permit issued by a building inspector or similar agent prior to designation of such historic property.

(b) If a building within the boundaries of an historic property is to be demolished, no demolition shall occur for ninety days from issuance of a demolition permit if during such time the historic properties commission or the Connecticut historical commission is attempting to find a purchaser who will retain or remove such building or who will present some other reasonable alternative to demolition. During such ninety-day period the municipality may abate all real property taxes. At the conclusion of such ninety-day period, the demolition permit shall become effective and the demolition may occur. Nothing in this section shall be construed to mandate that the owner of such property is under any obligation to sell such property or building.

(1984, P.A. 84-286, § 10.)

CHAPTER 98

MUNICIPAL POWERS

Section	Section
7-148g. Fair housing commission; creation and powers.	7-148u. Municipal set-aside program for small contractors and minority business enterprises.
7-148h. Ethics commission; establishment and powers.	7-149a. Designation of scenic roads. Appeal. Maintenance of highway.
7-148i. Discriminatory practices defined. Boards authorized.	7-152a. Repealed.
7-148j. Powers of boards.	7-152b. Hearing procedure for parking violations.
7-148k. Complaints. Hearings.	7-160a. Repealed.
7-148l. Appeals.	7-163a. Municipal liability for ice and snow on public sidewalks.
7-148m. Actions of state commission on human rights and opportunities to supercede local action.	7-169h. Sealed tickets. Definitions. Permits to sell. Fees. Revocation of permit. Regulations.
7-148n. Local boards may assume powers to investigate discriminatory practices.	7-175a. Marketability of title to real property as prize under "Class No. 6" permit.
7-148t. Conflict of interest for members of land use and purchasing commissions and boards.	7-185a. Exceptions for certain organizations.
	7-186o. Equipment identified by number.

WESTLAW Electronic Research

See WESTLAW Electronic Research Guide following the Preface.

§ 7-148. Scope of municipal powers

(a) **Definitions.** Whenever used in this section, "municipality" means any town, city or borough, consolidated town and city or consolidated town and borough.

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(b) **Ordinances.** Powers granted to any municipality under the general statutes or by any charter or special act, unless the charter or special act provides to the contrary, shall be exercised by ordinance when the exercise of such powers has the effect of:

(1) Establishing rules or regulations of general municipal application, the violation of which may result in the imposition of a fine or other penalty; or

(2) Creating a permanent local law of general applicability.

(c) **Powers.** Any municipality shall have the power to do any of the following, in addition to all powers granted to municipalities under the constitution and general statutes:

(1) **Corporate Powers.** (A) Contract and be contracted with, sue and be sued, and institute, prosecute, maintain and defend any action or proceeding in any court of competent jurisdiction;

(B) Provide for the authentication, execution and delivery of deeds, contracts, grants, and releases of municipal property and for the issuance of evidences of indebtedness of the municipality;

(2) **Finances and appropriations.** (A) Establish and maintain a budget system;

(B) Assess, levy and collect taxes for general or special purposes on all property, subjects or objects which may be lawfully taxed, and regulate the mode of assessment and collection of taxes and assessments not otherwise provided for;

(C) Make appropriations for the support of the municipality and pay its debts;

(D) Make appropriations for the purpose of meeting a public emergency threatening the lives, health or property of citizens, provided such appropriations shall require a favorable vote of at least two-thirds of the entire membership of the legislative body or, when the legislative body is the town meeting, at least two-thirds of those present and voting;

(E) Make appropriations to military organizations, hospitals, health care facilities, public health nursing organizations, nonprofit museums and libraries, organizations providing drug abuse and dependency programs and any other private organization performing a public function;

(F) Provide for the manner in which contracts involving unusual expenditures shall be made;

(G) When not specifically prescribed by general statute or by charter, prescribe the form of proceedings and mode of assessing benefits and appraising damages in taking land for public use, or in making public improvements to be paid for, in whole or in part, by special assessments, and prescribe the manner in which all benefits assessed shall be collected;

(H) Provide for the bonding of municipal officials or employees by requiring the furnishing of such bond, conditioned upon honesty or faithful performance of duty and determine the amount, form, and sufficiency of the sureties thereof;

(I) Regulate the method of borrowing money for any purpose for which taxes may be levied and borrow on the faith and credit of the municipality for such general or special purposes and to such extent as is authorized by general statute;

(J) Provide for the temporary borrowing of money;

(K) Create a sinking fund or funds or a trust fund or funds or other special funds, including funds which do not lapse at the end of the municipal fiscal year;

(3) **Property.** (A) Take or acquire by gift, purchase, grant, including any grant from the United States or the state, bequest or devise and hold, condemn, lease, sell, manage, transfer, release and convey such real and personal property or interest therein absolutely or in trust as the purposes of the municipality or any public use or purpose, including that of education, art, ornament, health, charity or amusement, cemeteries, parks or gardens, or the erection or maintenance of statues, monuments, buildings or other structures, or the encouragement of private commercial development, require. Any lease

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MUNICIPALITIES

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of real or personal property or any interest therein, either as lessee or lessor, may be for such term or any extensions thereof and upon such other terms and conditions as have been approved by the municipality, including without limitation the power to bind itself to appropriate funds as necessary to meet rent and other obligations as provided in any such lease;

(B) Provide for the proper administration of gifts, grants, bequests and devises and meet such terms or conditions as are prescribed by the grantor or donor and accepted by the municipality;

(4) **Public services.** (A) Provide for police protection, regulate and prescribe the duties of the persons providing police protection with respect to criminal matters within the limits of the municipality and maintain and regulate a suitable place of detention within the limits of the municipality for the safekeeping of all persons arrested and awaiting trial and do all other things necessary or desirable for the policing of the municipality;

(B) Provide for fire protection, organize, maintain and regulate the persons providing fire protection, provide the necessary apparatus for extinguishing fires and do all other things necessary or desirable for the protection of the municipality from fire;

(C) Provide for entertainment, amusements, concerts, celebrations and cultural activities;

(D) Provide for ambulance service by the municipality or any person, firm or corporation;

(E) Provide for the employment of nurses;

(F) Provide for lighting the streets, highways and other public places of the municipality and for the care and preservation of public lamps, lamp posts and fixtures;

(G) Provide for the furnishing of water, by contract or otherwise;

(H) Provide for or regulate the collection and disposal of garbage, trash, rubbish, waste material and ashes by contract or otherwise, including prohibiting the throwing or placing of such materials on the highways;

(I) Provide for the financing, construction, rehabilitation, repair, improvement or subsidization of housing for low and moderate income persons and families;

(5) **Personnel.** (A) Provide for and establish pension systems for the officers and employees of the municipality and for the active members of any volunteer fire department of the municipality, and establish a system of qualification for the tenure in office of such officers and employees, provided the rights or benefits granted to any individual under any municipal retirement or pension system shall not be diminished or eliminated;

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

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

(D) Provide for the appointment of a municipal historian.

(6) **Public works, sewers, highways.** (A) **Public facilities.** (i) Establish, lay out, construct, reconstruct, alter, maintain, repair, control and operate cemeteries, public burial grounds, hospitals, clinics, institutions for children and aged, infirm and chronically ill persons, bus terminals and airports and their accessories, docks, wharves, school houses, libraries, parks, playgrounds, playfields, fieldhouses, baths, bathhouses, swimming pools, gymnasiums, comfort stations, recreation places, public beaches, beach facilities, public gardens, markets, garbage and refuse disposal facilities, parking lots and other off-street parking facilities, and any and all buildings or facilities necessary or convenient for carrying on the government of the municipality;

(ii) Create, provide for, construct, regulate and maintain all things in the nature of public works and improvements;

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- (x) Control insect pests or plant diseases in any manner deemed appropriate;
- (xi) Provide for the health of the inhabitants of the municipality and do all things necessary or desirable to secure and promote the public health;
- (xii) Regulate the use of streets, sidewalks, highways, public places and grounds for public and private purposes;
- (xiii) Make and enforce police, sanitary or other similar regulations and protect or promote the peace, safety, good government and welfare of the municipality and its inhabitants;
- (xiv) Regulate, in addition to the requirements under section 7-282b, the installation, maintenance and operation of any device or equipment in a residence or place of business which is capable of automatically calling and relaying recorded emergency messages to any state police or municipal police or fire department telephone number or which is capable of automatically calling and relaying recorded emergency messages or other forms of emergency signals to an intermediate third party which shall thereafter call and relay such emergency messages to a state police or municipal police or fire department telephone number. Such regulations may provide for penalties for the transmittal of false alarms by such devices or equipment;
- (8) **The environment.** (A) Provide for the protection and improvement of the environment including, but not limited to, coastal areas, wetlands and areas adjacent to waterways in a manner not inconsistent with the general statutes;
- (B) Regulate the location and removal of any offensive manure or other substance or dead animals through the streets of the municipality and provide for the disposal of same;
- (C) Except where there exists a local zoning commission, regulate the filling of, or removal of, soil, loam, sand or gravel from land not in public use in the whole, or in specified districts of, the municipality, and provide for the reestablishment of ground level and protection of the area by suitable cover;
- (D) Regulate the emission of smoke from any chimney, smokestack or other source within the limits of the municipality, and provide for proper heating of buildings within the municipality;
- (9) **Human rights.** (A) Provide for fair housing;
- (B) Adopt a code of prohibited discriminatory practices;
- (10) **Miscellaneous.** (A) Make all lawful regulations and ordinances in furtherance of any general powers as enumerated in this section, and prescribe penalties for the violation of the same not to exceed one hundred dollars, unless otherwise specifically provided by the general statutes;
- (B) Adopt a code of ethical conduct;
- (C) Establish and maintain free legal aid bureaus;
- (D) Perform data processing and related administrative computer services for a fee for another municipality.

(1973, P.A. 73-614, § 2, eff. June 17, 1973; 1975, P.A. 75-178, § 1, eff. May 28, 1975; 1976, P.A. 76-32; 1978, P.A. 78-331, § 4, eff. June 6, 1978; 1979, P.A. 79-531, § 1; 1979, P.A. 79-618, § 1; 1980, P.A. 80-403, § 7, eff. May 23, 1980; 1981, P.A. 81-219, § 1, eff. Oct. 1, 1982; 1982, P.A. 82-327, § 5; 1983, P.A. 83-168, § 3; 1983, P.A. 83-188, § 1; 1983, P.A. 83-587, § 78, eff. July 14, 1983; 1984, P.A. 84-232, §§ 1, 2, eff. May 24, 1984; 1986, P.A. 86-97, § 2, eff. May 8, 1986; 1986, P.A. 86-229, §§ 1, 2; 1987, P.A. 87-278, § 1, eff. June 17, 1987.)

1973 Amendment

1973, P.A. 73-614, § 2, inserted power to "regulate off-street parking available to the public on private property".

The insertion made by 1975, P.A. 75-178, § 1, was deleted to conform to the state edition, revised to 1977.

1975 Amendment

1975, P.A. 75-178, § 1, added, at the end of the first sentence, "acquire by gift or purchase, * * * city or borough require".

1975, P.A. 75-178, § 1, was deleted to conform to the state edition, revised to 1977.

1976 Amendment

1976, P.A. 76-32 amended the first sentence by deleting "public property and" following "regulate loitering on" from the thirteenth

clause, and by insert
teenth clauses.

1978 Amendment

1978, P.A. 78-331
sentence as subsec.
designations therein
designated forme
sec. (b); designated
subsec. (c) and mad
therein and made for
of subd. (7) of subse

1979 Amendments

1979, P.A. 79-531,
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1979, P.A. 79-618,
[now, designated su
adoption of a code o

1980 Amendment

1980, P.A. 80-403,
subd. (27) providing
hibited discriminator

1981 Amendment

1981, P.A. 81-219
1981, P.A. 81-219,
"This act shall tal

1982 Amendment

1982, P.A. 82-327,
which formerly read
redesignated former
or subsec. (c)(2)(E)
(c)(2)(E); inserted, i
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"town, city or boro
credit of the"; rew
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the municipality req
sec. (c)(3)(B) which r
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United States or th
and to hold real an
interest therein abs
public use or purp
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subsec. (c)(3)(C) as s
mer subsec. (c)(4)(A
Police and fire prote
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municipality and the
redesignated former
sec. (c)(4)(A) to (H);
substituting "Provic
ate" for "Regulate



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

**DEPARTMENT
OF FINANCE**

December 8, 1988

Certification #13

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 \$49,300.00 to be transferred from the General Fund fund balance to the Board of Education, Account #02-06-000-072000.

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

Estimated Balance of G.F. Fund Balance	\$435,000.00
Less this request	49,344.00
	<u>\$385,656.00</u>


Dominic A. Setaro, Jr.

DAS/af

c: Walter Skowronski



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

December 6, 1988

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

Re: Nurses for the School System.

On September 6, 1988 the Common Council passed legislation to fund the request in the amount of \$78,000 for 3.5 additional nurses in the School System. The funds were not available at that time and could not be certified by the Comptroller, D. Setaro.

I have been informed by the Comptroller D. Setaro that the funds are now available. Therefore, I motion that the sum of \$49,344 be certified by the Comptroller to fund the employment of an additional 3.5 nurses to June 30, 1989.

Louis T. Charles, Jr.

Louis T. Charles Jr.

Councilman

7th District

Gary D. Renz

Gary D. Renz

James E. Nimmons, Jr.

James E. Nimmons, Jr.



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

46
December 6, 1988

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

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✓ Louis T. Charles Jr.
Councilman
7th District

Gary D. Renz

James E. Nimmons, Jr.

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TO: City Clerk
FROM: Roger M. Bundy - Councilman

Subject: Item for the Common Council Agenda
December 6, 1988.

Please add the following:

- Consideration of Erichetti Redevelopment Project and Redevelopment Master Agreement.



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

ROBERT T. RESHA
CORPORATION COUNSEL

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

PLEASE REPLY TO:

DANBURY, CT 06810

December 2, 1988

Proposed Motion Re: Redevelopment

Based on the report from the Corporation Counsel, I would like to make a motion to declare John A. Errichetti in default under the Pre-Development/Master Agreement and direct the Corporation Counsel to take appropriate steps to terminate said agreement and pursue whatever remedies are available to compensate the city for the damages it has sustained as a result of the redeveloper's breach of contract.

recommend that the Mayor and Councilman Steven Flinn

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REDEVELOPMENT AGENCY CITY OF DANBURY

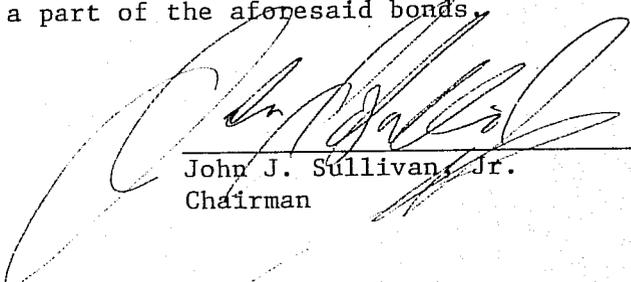
142 Deer Hill Avenue
Danbury, Connecticut 06810
Area Code 203 792-1135

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

From: John J. Sullivan Jr.,

Date: December 6, 1988

At a Special Meeting the Redevelopment Agency unanimously approved a motion to accept the proposed Performance and Payment Bonds to be issued by the Reliance Insurance Company in accordance with Section 3.A of the Phase Agreement for the garage and Inverness Towers (Phase I of the Danbury Green Project) subject to the final execution by the Redevelopment Agency of the Multiple Obligee Agreement presented at said meeting of the Agency as a first reading draft after execution of same by the Contractors, Redeveloper, Bond Company and construction mortgager lenders in final form to be incorporated and made a part of the aforesaid bonds.



John J. Sullivan, Jr.
Chairman

MASTER AGREEMENT
PG 12 of 13

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and, to the extent necessary, rezoning, and execute any waiver or other document in respect thereof. In addition to and not by way of limitation of the foregoing, the Redeveloper hereby appoints and constitutes the Agency as its Attorney-in-Fact for the execution of any documents or instruments required to carry out the purposes of this paragraph 2.G.

SEC. 3. GOOD FAITH DEPOSIT AND PERFORMANCE BOND OR IRREVOCABLE LETTER OF CREDIT, AND PAYMENT BOND.

3.A. GENERAL. The Redeveloper 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 _____ DOLLARS (\$ _____), hereinafter called "Deposit", representing ten (10%) percent of the purchase price of the Property described on Schedule A hereof, but in no event less than \$50,000.00. The Deposit shall be credited to the Redeveloper as a partial payment of the Purchase Price for the Property described on Schedule A upon the transfer of the title thereto to the Redeveloper, or shall be retained by the Agency as liquidated damages, as the case may be, in accordance with this Agreement. In addition, the Redeveloper has prior to or simultaneously with the execution of this Agreement by the Agency, delivered to the Agency, naming the Agency as beneficiary and payee thereof, either (A) a performance and payment bond(s) in the amount of _____ DOLLARS (\$ _____), a sum equal to the value of the improvements to be constructed by the Redeveloper upon the property described in Schedule A issued by a bonding company regularly engaged in the issuance of



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such undertakings and licensed to do so in the State of Connecticut in form acceptable to the Agency; or (B) a clean Irrevocable Commercial Letter of Credit in the amount of _____ DOLLARS (\$ _____), hereinafter called the "Letter of Credit", a sum equal to the value of the improvements to be constructed by the Redeveloper upon the property described in Schedule A. Any such Letter of Credit shall be in form acceptable to the Agency and shall name the Agency as the beneficiary thereof. The Letter of Credit 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 Redeveloper) has failed to comply fully with the terms of its Phase Agreement 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 Redeveloper], dated: _____". Said Letter of Credit shall expire not earlier than thirty-six (36) 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 business in the State of Connecticut and shall 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,



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

NOTICE

December 6, 1988

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

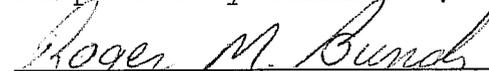
Re: Request for Permission for Apply for Grant to
Rebuild Main Runway at Airport

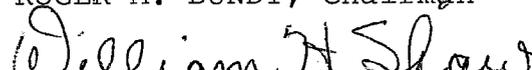
The Common Council Committee appointed to review the request for permission to apply for a grant to rebuild the main runway at the airport met on Tuesday, November 15, 1988 at 8:30 P.M. in Room 432 in City Hall. In attendance were committee members Bundy and Shaw. Also in attendance were Airport Administrator Paul Estefan, Comptroller Dominic Setaro and Council Members Barry Connell and Mari Ann Danise, ex-officio.

During discussion it was determined that the main runway at Danbury Airport needs to be rebuilt. The Federal Aviation Commission (FAA) has advised the City that they will fund \$3,600,000 out of the total approximate cost of \$4,000,000. The contribution from the State of Connecticut for this project is \$300,000. This leaves a balance of \$100,000 as the City's share of the cost. Mr. Setaro advised that he will made the necessary adjustments to appropriate the \$100,000 from proceeds gained from the sale of land by the City of Danbury to the State of Connecticut if the motion to do so is approved by the Common Council.

Mr. Bundy made a motion that the Common Council approve the attached Resolution and require the Danbury Municipal Airport Administrator, Paul Estefan, to notify the Federal Aviation Administration that the City's \$100,000 in matching funds was obtained from the sale of land owned by the City to the State of Connecticut and direct Comptroller Dominic Setaro to make the necessary adjustments to appropriate the City's \$100,000 contribution from said land sale. Motion seconded by Mr. Shaw and passed unanimously.

Respectfully submitted,


ROGER M. BUNDY, Chairman


WILLIAM H. SHAW


ANTHONY J. CASSANO

RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

December 6 _____ A. D., 19 88



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 Reconstruct Runway 8/26; and

WHEREAS, the City of Danbury will make application for a federal and state grant in the amount not to exceed \$3,900,000 with a local match of two and one-half percent equalling an amount not to exceed \$100,000.

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.



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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

November 23, 1988

PLEASE REPLY TO:

DANBURY, CT 06810

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

Re: 103 Lakeview Avenue, November Agenda Item 20

Dear Mayor and Council Members:

Please accept the following in response to your request for a report in connection with the above. This request followed a report from City Engineer John A. Schweitzer, Jr. in which it was suggested that the Common Council seek our advice in order to ascertain whether or not the Common Council could accept the land being offered and then transfer it to the community water company in the neighborhood.

Although there is no legal impediment to Mr. Schweitzer's proposed two step transfer, provided that the transfer to the City is voluntary, it seems as though the ultimate transfer to the water company could be accomplished more simply and without the unnecessary involvement of the City by merely having the current owner offer the land directly to the water company. Since there is no direct benefit to the City, and the proposal will involve the expenditure of City funds, it is difficult to understand why the City should accept the property.

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

Sincerely,

Eric L. Gottschalk
Assistant Corporation Counsel

ELG:g



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

PUBLIC WORKS
(203) 797-4537

August 2, 1988

DANIEL J. MINAHAN
DIRECTOR OF PUBLIC WORKS

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

Dear Mayor Sauer and Common Council Members:

Flint Ridge Road

As requested during the July 6, 1988 Common Council meeting, this department has inspected Flint Ridge Road and has prepared a report on the condition of this private roadway.

The report prepared by our staff is enclosed for your use.

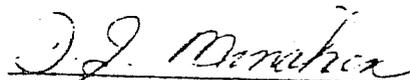
This roadway does not meet the requirements of the 1965 Subdivision Regulations which regulations apply to its construction.

It is our recommendation that this roadway not be accepted by the City as a City road.

This road is a bonded subdivision roadway under the jurisdiction of the Planning Commission, we would further recommend that input be obtained from the Planning Commission as to the road's status.

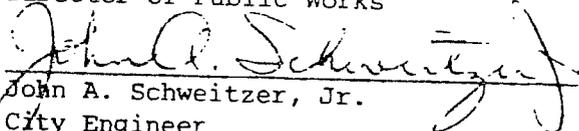
If you have any questions, please feel free to contact either of us.

Very truly yours,



Daniel J. Minahan

Director of Public Works



John A. Schweitzer, Jr.
City Engineer

JAS/PAE/gw
Enclosure

c: Frank Cavagna with enclosure
Richard Durkin



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

July 29, 1988

ENGINEERING DEPARTMENT
203-797-4641

JOHN A. SCHWEITZER, JR.
City Engineer

MEMO TO: John A. Schweitzer, Jr.
City Engineer

FROM: Patricia A. Ellsworth,
Assistant City Engineer

SUBJECT: Flint Ridge Road
Field Inspection

On July 26, 1988 Ireneo Despojado and I field inspected the above noted roadway.

We offer the following comments relative to conditions found:

1. The entrance to the road (at Great Plain Road) requires pavement repair.
2. The adequacies of sight distances at Great Plain Road should be verified. A visual inspection seems to indicate that some clearing of brush along the sightline is warranted.
3. Large sections of curbing are missing or broken up along the entire roadway.
4. A school bus shed has been placed within the right of way on the north side of the road.
5. The shoulder areas along most of the road are not to City specifications. Portions of the shoulder along the north side of the road are not wide enough. Portions of the shoulders on both sides of the road are too steep not meeting shoulder grading requirements.
6. Trees and brush within the shoulder areas should be removed.
7. The entire roadway needs to be cleared of debris and weeds.
8. Grass and weeds are growing in cracks in the road.

(continued on page 2)

July 29, 1988

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9. An abandoned car has been left in the shoulder area of the turnaround.
10. The pavement has alligator cracking and areas which have been poorly patched.
11. We question whether the north/south grading of the cul-de-sac meets City standards. The grade seems to be too steep.
12. The gutter area in the vicinity of Station 6+0 north is depressed.
13. The entire storm drainage system requires cleaning. We were unable to inspect all catch basin tops and inlets/outlets because of sand and debris. However, from what we could see we would expect that all catch basin tops should be replaced.
14. The catch basin at Station 5+15 south has caved in. The hole extends 4 to 5 feet from the curb and is quite deep. It is a safety hazard.
15. The driveway ramps at the turnaround are not to City specifications. There is a fairly large depression on the north side of these driveways which depression extends into the right of way.
16. Guard railing seems to be warranted along sections of the road.
17. The accessway grades should be verified to determine whether they meet the 14% maximum grade requirement of the 1965 Subdivision Regulations. (These are the regulations which apply. The subdivision was reapproved in 1969.)
18. We do not have a mylar "as-built" plan in our office.
19. Drainage easements in two locations and rights to drain will be required from property owners.
20. We did not inspect the outlet of the storm drainage. The area is overgrown.
21. We ~~did~~ not verify the existence of right of way monuments. The shoulder areas should be cleared first.

(continued on page 3)

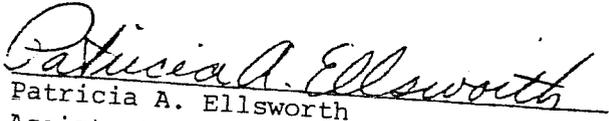
MEMO TO: John A. Schweitzer, Jr.
SUBJECT: Flint Ridge Road

July 29, 1988

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22. According to the copy of the as-built map in our file, part of the road is located on lot #13. A right of way easement should be granted to the City.

Very truly yours,


Patricia A. Ellsworth
Assistant City Engineer

PAE/gw



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

ROBERT T. RESHA
CORPORATION COUNSEL

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

PLEASE REPLY TO:

DANBURY, CT 06810

November 3, 1988

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

Re: Old Forty Acre Mountain Road
October Council Agenda Item No. 13

Dear Mayor and Council Members:

Please find enclosed correspondence between this office and Common Council member Lovie Bourne in connection with a past road renaming issue. Our position was and is that the Common Council has authority to rename City roads by the adoption of the appropriate resolution.

Implied in the foregoing is the premise that the roadway in question is a City road. Obviously, that issue raises a variety of different questions. As we have pointed out in a number of other cases, generally speaking, if the prior existence of a public highway can be established, that roadway can only be lost through discontinuance or abandonment. Discontinuance involves formal action of the Common Council and abandonment involves non-use by the public over a very long period of time. The burden of showing abandonment rests with the party claiming it.

If abandonment is the key issue, a physical examination of the site by the Public Works Department to gather relevant evidence and to determine the period of non-use is appropriate and recommended.

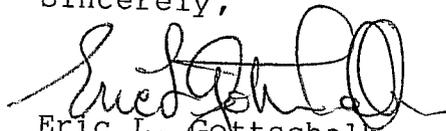
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Old Forty acre Mountain Road
Page 2

November 3, 1988

Unless there is significant evidence of non-use over a very long period, it is the opinion of this office that the continued existence of the roadway is to be presumed. Under those circumstances the Common Council may proceed to rename the road.

Sincerely,



Eric L. Gottschalk
Assistant Corporation Counsel

ELG:r



CITY OF DANBURY

52

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

February 22, 1988

PLEASE REPLY TO:

DANBURY, CT 06810

Councilwoman Lovie D. Bourne
Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut

Re: Street Addresses - Yours, February 18, 1988

Dear Lovie:

Among the powers of the Common Council is the power, granted by State law, to "lay out, construct, reconstruct, alter, maintain, repair, control, operate and assign numbers to streets, alleys, highways, boulevards, bridges, underpasses, sidewalks, curbs, gutters, public walks and parkways." In the past, we have taken the position that the foregoing language authorized the Common Council to both rename as well as renumber city streets. Heretofore both acts have been accomplished by resolution of the Common Council.

Past cases of renumbering-renaming have not generated any claims against the City of Danbury. This is probably due first, to the fact that individual property owners have, to the best of my knowledge, no personally protectable right to any such name or number and, secondly, because in any event, there exists a compelling public interest involving the health and safety of the community which must be viewed as outweighing any private inconvenience.

Finally, if you wish to adopt an ordinance which requires developers to submit proposed street names and numbers for their projects to the City for approval, please advise. Bear in mind, however, that an amendment to the Subdivision Regulations might be a better approach since, from a practical point of view, Common Council involvement in road acceptances (the likely point at which questions like these are apt to surface) occurs long after homes in the subdivision have been occupied.

Councilwoman Lovie D. Bourne
Re: Street Addresses

February 22, 1988

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- 2 -

If you wish to have this issue resolved through an amendment to the Subdivision Regulations, please advise me and I will discuss the matter with the Attorney John Jowdy and determine how best to proceed.

Sincerely,


Eric L. Gottschalk
Assistant Corporation Counsel

ELG:cr



FEB 19 1988

gr

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

February 18, 1988

TO: Eric L. Gottschalk, Esq.

SUBJECT: **STREET ADDRESSES**

Rick, would you please advise the Committee reviewing "Street Addresses" on the following issues:

- (1) Are there any laws regarding renumbering/renaming existing City and private development streets?
- (2) Would the City be responsible for costs that residents may incur, if the Council deemed this necessary?
- (3) Can renumbering/renaming be achieved through public hearings and an ordinance?

Attached is the Committee Progress Report, and the original request from Planning.

Thank you for your assistance.

Lovie D. Bourne
First Ward Representative

LDB/eos
Attachments



CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

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COMMON COUNCIL

PROGRESS REPORT

Honorable Mayor Joseph H. Sauer
Members of the Common Council

Re: **Street Addresses**
(December's agenda)

The ad hoc committee appointed to review this issue met in Rm. 432 of City Hall on January 27th at 7:30 p.m. In attendance were committee members, John Esposito, Robert Godfrey, and Chairman, Lovie Bourne. Ex-officio committee members present were: Mike Fazio, Joe DaSilva, Art Regan and Gene Eriquez. Also attending were: Susan Steiner, Planning Department; Ann DeFlumeri, Tax Assessor; Jack Murphy, Deputy Fire Chief and Art Sullo, Police Department.

This is an item left over from the previous Council. The committee was established to apprise and determine if a comprehensive street renumbering program should be instituted; and for the Council to give direction to the Planning department—should it continue with its' current approach to numbering, or take a more comprehensive approach.

It was felt by those present that duplicative street names, streets with numbers out of sequence and streets that don't legally exist do pose a serious health and safety problem.

To correct future problems, L. Bourne moved that the committee recommend to the Council that an ordinance be established to require developers to submit proposed street names and numbers of the entire project to Engineering and/or Planning before approval by the Planning Department. Seconded by R. Godfrey. Passed unanimously.

To correct current problems, the Committee asked that Fire, Police, Tax Assessor's and Planning departments compile a listing of problem streets for our next meeting. In the interim the Committee will also seek Corporation Council's advice re: renumbering /renaming existing City and private development streets.

Also, the Committee felt that when streets come before the Council for approval, that before giving its' approval, as a policy, Council should check with Planning and Engineering to ensure that street names and numbers are proper.

The Committee will meet again after receiving input from Corporation Council.

Respectfully submitted,

Lovie Bourne, Chairman

John Esposito

Robert Godfrey

*Esposito
Godfrey*



*63
52*

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

LEONARD G. SEDNEY
Planning Director

JAMES E. DYER, MAYOR

PLANNING DEPARTMENT
797-4525

To: Mayor and Members of Common Council
From: Len Sedney, Planning Director
Re: Street Addresses
Date: July 29, 1987

For many years there has been a problem with street addresses in the City. These problems include duplicate numbers, two names for the same street, numbers out of sequence, and street addresses for streets that don't legally exist.

Recently representatives of the Engineering Department, Planning Department and Assessor's Office met to discuss this continuing problem. It was the consensus of this group that Common Council should be apprised of this situation to determine if a comprehensive street renumbering program should be instituted.

This letter serves as a request for direction from the Council as to whether the City should continue with its current approach to numbering, or to take a more comprehensive approach.

Len Sedney

Len Sedney



CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

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PLANNING COMMISSION
(203) 797-4525

October 24, 1988

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

Re: 8-24 Referral - Change of Name for Old Forty Acre Mountain Road

Dear Council Members:

The Planning Commission at its meeting October 19, 1988 voted a positive recommendation for the request to change the Name of Old Forty Acre Mountain Road with the following stipulations:

1. The Corporation Counsel should confirm that Old Forty Acre Mountain Road is a City Road.
2. The Planning Department has informed the Planning Commission that the name Jireh Lane would not be repetitious of any other name or road being used at this time.

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

Sincerely yours,

Frank Bondatti
(94c)

Frank Bondatti
Acting Chairman



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

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OFFICE OF ASSESSOR
797-4556

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

October 26, 1988

Common Council Committee
City Hall

Re: Old Forty Acre Mountain Road

This office has no record of this ever being a city road, nor do we have a record of ownership as a roadway.

As far back as 1966 our records show that the parcels abutting this roadway were carried as the rear of Forty Acre Mountain Road. Our present maps show parts of the roadway going through several privately owned lots and the owners of the lots are being assessed for the land.

I believe a legal opinion is necessary to clear title to this passway.

Respectfully,

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

ATD/is



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

December 6, 1988

REPORT

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

Re: Use of grassy area - 292 Main Street.

The Common Council committee convened at 7:00 P.M. on Nov. 28, 1988 in room 432 in City Hall. Committee members present were, Shaw, Charles, and Danise. Ex Officio - Moran and Bourne. Others in attendance were Atty Pinter, D. Setaro and Atty. Chan, representing Saffron's Restaurant.

Mr. Shaw displayed a sketch of the area and explained the request of the owner, Mr. Albino DaSilva to have small tables and chairs for outdoor dining on the grass strip, directly in front of his restaurant.

In the opinion of the chairman of this committee, I feel it would be a plus for that area of Main Street. While there was a negative report from the Planning Commission, their primary concern was City Liability in event of an injury.

After some discussion, Mr. Charles made a motion that Saffron's be permitted to utilize the grass strip for outdoor dining. The tables and chairs will be put inside at night and the area kept clean at all times. The fee will be one dollar (\$1.00) per year and can be mutually terminated by either party with sixty (60) days written notice. Saffron's will obtain sufficient insurance determined by City Risk Manager to absolve the City of liability. Motion was seconded by Mary Ann Danise. The vote was unanimous. The meeting was adjourned at 7:25 P.M.

Respectfully submitted

William Shaw
William Shaw, Chairman

Mary Ann Danise
Mary Ann Danise

Louis T. Charles
Louis T. Charles



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

December 6, 1988

REPORT

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

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Respectfully submitted

William Shaw, Chairman

Mary Ann Danise

Louis T. Charles



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

November 15, 1988

ENGINEERING DEPARTMENT
(203) 797-4641

JOHN A. SCHWEITZER, JR.
CITY ENGINEER

MEMO TO: Mayor Joseph Sauer, Jr.
Common Council

FROM: John A. Schweitzer, Jr.
City Engineer

SUBJECT: Scuppo Road - Tax Assessor's Lot #F14072

At the October 4, 1988 Common Council meeting (Agenda Item #12) the Common Council referred to the Housing Authority and the City Engineer the request received from H & B Associates offering land on Scuppo Road. H & B Associates offered this land to the City as a potential site for 60 units of low-income housing.

The following comprises the Engineering Department report on this property:

1. Location of Lot: North and West side of Scuppo Road.
2. Tax Assessor's Lot #: F14072
3. Area of Lot: 5.825 Acres
4. Elevation range of Lot: 509 \pm to 567 \pm
5. Percentage of Lot within designated wetlands: 66 \pm
(3.8 \pm Acres)
6. Percentage grade of Lot to the east of the wetlands 18 \pm .
7. Percentage grade of Lot to the west of the wetlands 22 \pm .

The area of wetlands and the percentage grade of the remaining portions of this lot would make this lot very difficult to develop for high density use. If one assumed that the wetlands area could not be used for development, this would result in the placement of 60 units of housing on approximately two acres of steep sloping ground.

(continued on page 2)

TO: Mayor Joseph Sauer, Jr.
Re: Scuppo Road

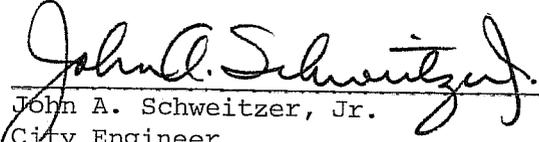
November 15, 1988

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Although this lot in its present condition may be suitable for limited development, we could not recommend that it would be suitable for 60 units of housing.

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

Very truly yours,



John A. Schweitzer, Jr.
City Engineer

JAS/gw

c: Daniel Minahan



55 ✓

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

December 6, 1988

REPORT

Honorable Mayor Joseph H. Sauer
Honorable Members of the Common Council -
City of Danbury, Connecticut

Re: Offer of Land on Hampton Court.

The Common Council committee appointed to review the offer of land on Hampton Court for Municipal use, met on November 21, 1988 at 7:30 O'Clock P.M. in Room 432 of City Hall.

In attendance were committee members Barry Connell, Chairman; Joseph DaSilva and Michael Fazio. Also present were Dino Storoni, Richter Park Authority, Jack Schweitzer, City Engineer and Jack Daly, Esq., Attorney for Raldo Developers. Also attending the meeting were Councilmembers Charles, Mary Ann Danise, Hank Moran and Roger Bundy, (ex-officio).

A discussion was held regarding offer of property totaling 18.616 being made to the City by Raldo Developers, Inc. This property is proposed to be conveyed to the City of Danbury Richter Park Authority. The Planning Commission in its August 16, 1988 meeting voted a positive recommendation in this matter noting that the property could be used by the City as a "buffer" piece adjoining Richter Park. Mr. Storoni stated that this land could be used for hiking trails and improvements to the golf course.

Mr. DaSilva made a motion stating the following: "I move to recommend to the Common Council that the City of Danbury accept the parcel of land totalling 18.6 acres being offered by Raldo Developers. This conveyance to be made to the City in exchange for the abatement of accrued taxes and charges due to the City on this property". The motion was seconded by Mr. Fazio and passed unanimously.

A motion was made and duly seconded to adjourn and the meeting was adjourned.

Respectfully submitted

Barry Connell, Chairman

Joseph DaSilva

Michael Fazio



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

December 6, 1988

REPORT

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

Re: Drainage problem - Apple Blossom Lane.

The Common Council committee appointed to review continuing water drainage problems on Apple Blossom Lane, Danbury, Connecticut, met on November 28, 1988 at 7:00 O'Clock P.M. in the Fourth Floor Lobby of City Hall. In attendance were committee members, Barry Connell Chairman; Bernard Gallo and Nicholas Zotos. Also present were residents of the area in question which are #2,3,5,7 & 9 Apple Blossom Lane.

Discussion was held regarding continuous problems of water drainage since the development of Barclay Commons Development, being encountered by the residents of Apple Blossom Lane. Prior reports have indicated that no water drainage problems existed prior to aforementioned construction. A report submitted to the committee by City Engineer, Jack Schweitzer, recommended that Barclay Commons should engage in repair work to correct the problem and the citizens of Apple Blossom Lane should eliminate low spots on their property which collect the water runoff.

Mr. Gallo suggested that the City's Corporation Counsel contact the owner of Barclay Commons and set up a meeting to discuss this problem.

Mr. Zotos requested that the committee refer this to the Corporation Counsel with a report to be submitted in thirty days.

Respectfully submitted

Barry Connell, Chairman

Bernard Gallo

Nicholas Zotos



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

MINUTES & COMMITTEE REPORT

November 30, 1988

Honorable Mayor Joseph Sauer
Honorable Common Council Members

Re: **TOWING HEARING COMPLAINT OFFICER**
Item #9, November 1988

The Committee charged to review the above met on November 28 at 7:35 P.M. in the 4th Floor Lobby. In attendance were Committee members L. Bourne (Chair) and W. Shaw -- Mrs. Butera was absent. Attending ex-officio B. Connell, and also Atty. Resha.

The Chair began the meeting by explaining that this was a moot issue for the Council as State Statute gives the "chief executive officer" of each town the authority to appoint a suitable person.

Mr. Resha explained that Atty. Jowdy had withdrawn his name.

And, Councilman Connell spoke about the procedure an individual must go through with the State if one wishes to file a complaint. He viewed the appointment as a duplicative effort on the City's and State's behalf.

The Chair moved to adjourn at 7:39 P.M.

Respectfully submitted,

Lovie D. Bourne
Chairman

William Shaw

Janet Butera

LDB/eos



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

MINUTES & COMMITTEE REPORT

November 30, 1988

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Honorable Common Council Members

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The Chair moved to adjourn at 7:39 P.M.

Respectfully submitted,

Lovie D. Bourne
Chairman

William Shaw

Janet Butera

LDB/eos



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

ENGINEERING DEPARTMENT
(203) 797-4641

November 29, 1988

JOHN A. SCHWEITZER, JR.
CITY ENGINEER

Councilman Arthur D. Regen
Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Dear Councilman Regen:

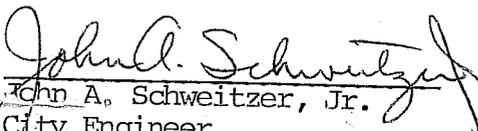
High Fields Drive

On November 28, 1988 this office field inspected the above noted roadway.

The stone walls near the entrance to High Fields Drive have been relocated to positions outside of the proposed City road right of way. These new wall locations are acceptable.

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

Very truly yours,


John A. Schweitzer, Jr.
City Engineer

JAS/PAE/pae

c: Eric Gottschalk
Robert N. Talarico



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

December 6, 1988

REPORT

Honorable Mayor Joseph H. Sauer

Honorable Members of the Common Council

Re: Acceptance of Highfields Drive as a city road.

The ad hoc committee appointed to review Highfields Drive as a city road met on November 29 at 6:45 P.M. in Room 432 in City Hall.

In attendance were committee members Regan and Zotos and Attorney Robert Talarico representing Highfields Land Company.

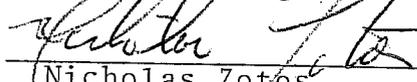
Mr. Regan stated that at the last meeting, Dan Minahan and Jack² Schweitzer were present and said that everything was acceptable about the road except that there was a stone wall in the City right-of-way and once the wall was removed, that their recommendation was to accept the road. Since that time, Mr. Schweitzer has inspected the site and said that the wall was moved and the road should be accepted.

Mr. Regan made a motion to recommend to the Common Council to accept High Fields Drive, seconded by Mr. Zotos and so voted.

Mr. Regan made a motion to adjourn ; seconded by Mr. Zotos.

Respectfully submitted


Arthur D. Regan, Chairman


Nicholas Zotos


Hank S. Moran



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

ENGINEERING DEPARTMENT
(203) 797-4641

November 29, 1988

JOHN A. SCHWEITZER, JR.
CITY ENGINEER

Councilman Arthur D. Regen
Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Dear Councilman Regen:

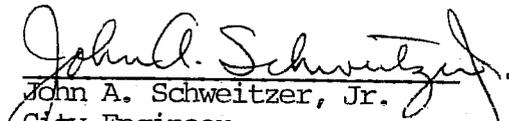
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If you have any questions, please give us a call.

Very truly yours,


John A. Schweitzer, Jr.
City Engineer

JAS/PAE/pae

c: Eric Gottschalk
Robert N. Talarico



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

December 6, 1988

REPORT

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

Re: Water Rate Increase.

The Common Council committee appointed to review Water Rate Increases, met on November 28, 1988 at 7:30 P.M. in room 432 in City Hall. Committee Members present were Councilmen Shaw and Connell; ExOfficio: Bourne, Esposito and Charles. Others in attendance were W. Buckley, D. Setaro and Atty. Pinter.

Mr. Buckley covered the various aspects of the requested water rate increase and the basic content of this request is enclosed. He stated that the average homeowner's increase would be under twelve dollars (\$12) per year or one dollar (\$1.00) a month. Connection fees would remain the same.

Non-metered customers numbering around 200 would be charged higher fees with the hope it will expedite installation of meters. These new rates will be effective in September, 1989.

Councilman Connell made a motion we recommend to the Common Council that the requested increase be approved and a public hearing be scheduled. The public hearing should be held at the same time and date as the requested sewer increase rates. Motion carried unanimously. Meeting adjourned at 8:30 P.M.

Respectfully submitted

William Shaw
William Shaw, Chairman

Barry J. Connell
Barry Connell

Anthony J. Cassano
Anthony Cassano

mr



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

December 6, 1988

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Honorable Members of the Common Council
City of Danbury, Connecticut

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Respectfully submitted

William Shaw, Chairman

Barry Connell

Anthony Cassano

mr



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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

FACT SHEET

WATER RATES ANALYSIS

PROPOSED RATE STRUCTURE 1989-90

I. INCOME WATER FUND:

<u>SOURCE OF INCOME</u>	<u>PROJECTED INCOME</u> <u>1988-89</u>		<u>PROPOSED INCOME</u> <u>1989-90</u>
Rates	\$ 4,800,000.00	X 7.0%	\$ 5,136,000.00
Connections	250,000.00		200,000.00
Misc., Interest	150,000.00		134,000.00
City of Danbury Water & Hydrant Bill	80,000.00		80,000.00
TOTAL	\$ 5,280,000.00	X 5.11%	\$ 5,550,000.00

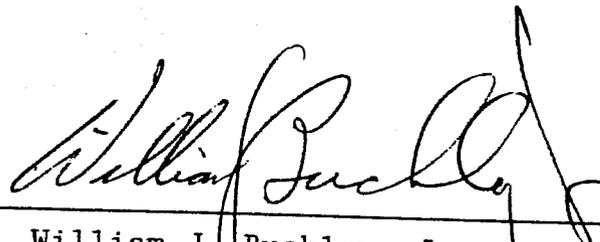
II. CURRENT COST OF WATER:

- a) The average residential use in the City of Danbury through a 5/8" meter is between 22,000 and 23,000 gallons/quarter.
- b) Existing rate 5/8" meters: \$24.82 (first 15,000 gallons)
\$1.93 (each additional 1,000 gallons)
- c) Bill for 22,000 gallons equals \$38.33/quarter or \$153.32/year
- d) 23,000 gallons water cost \$40.26/quarter or \$161.04/year

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III. PROPOSED RATE AT 7%:

a) 5/8" meter; 15,000 gallons cost:			
i) Quarter:	$\frac{\text{Existing}}{\$24.82}$	$\times 7\% = \frac{\text{Proposed}}{\$26.56/\text{quarter}}$	$\frac{\text{Increase}}{\$1.74/\text{quarter}}$
ii) Yearly:	\$99.28/year	\$106.24/year	\$6.96/year
b) 5/8" meter; 22,000 gallons cost:			
i) Quarter:	$\frac{\text{Existing}}{\$38.33}$	$\frac{\text{Proposed}}{\$41.05}$	$\frac{\text{Increase}}{\$2.72/\text{quarter}}$
ii) Yearly:	\$153.32	\$164.20	\$10.88/year
c) 5/8" meter; 23,000 gallons cost:			
i) Quarter:	$\frac{\text{Existing}}{\$40.26}$	$\frac{\text{Proposed}}{\$43.12}$	$\frac{\text{Increase}}{\$2.86/\text{quarter}}$
ii) Yearly:	\$161.04	\$172.48	\$11.44/year



William J. Buckley, Jr.
Superintendent of Public Utilities

WJB: bds

The following are established as the quarterly nonmetered rates for the use of water which rates shall be effect for all bills rendered on or after September 1, 1989:

- (1) Automobiles washstands, each \$ 146.14
- (2) Bakeshops:
 - a. For the use of one faucet 55.16
 - b. For each additional faucet 19.30
 - c. For each toilet 35.84
- (3) Barbershops:
 - a. Barbershops, including the use of one faucet. . . 44.12
 - b. For each additional faucet. 19.30
 - c. For each toilet 33.08
- (4) Bottling Works 181.98
- (5) Clubrooms 275.72
- (6) Creameries, minimum rate 868.54
- (7) Factories other than hat factories:
 - a. For the use of one wash sink. 137.86
 - b. For each toilet. 35.84
 - c. For each urinal. 55.16
 - d. For each additional faucet 35.84
- (8) Families:
 - a. For each unit, including the use of one faucet and one sink. 30.32
 - b. For each bathtub. 11.02
 - c. For each water closet in home 19.30
 - d. Minimum quarterly rate for each family. 63.42
- (9) Fish Markets:
 - a. Fish market, including the use of one faucet. . . 71.70
 - b. For each additional faucet 19.30
- (10) Gasoline Stations:
 - a. For the use of one faucet. 35.84
 - b. For each toilet 35.84
- (11) Hairdressing Parlors:
 - a. For the use of one faucet. 55.16
 - b. For each additional faucet 19.30
- (12) Hat Factories:
 - a. Including factories having finishing and trimming departments, etc., per former. 548.70
 - b. Engaged solely in manufacturing hats in the rough, per former 463.22

Questions

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- (13) Laundries:
 - a. Laundries, such as "laundromats", for each washing machine. 71.68
 - b. Laundries, other than hand laundries and laundry machines such as "laundromats" 507.34
- (14) Diners:
 - a. For the use of two (2) faucets 113.04
 - b. For each toilet 35.84
- (15) Meat Markets:
 - a. For the use of one faucet 35.84
 - b. For each additional faucet 19.30
 - c. For each toilet 35.84
- (16) Photographic galleries:
 - a. For the use of one faucet 35.84
 - b. For each additional faucet 19.30
 - c. For each toilet 33.08
- (17) Public Garages:
 - a. For the use of one faucet 55.16
 - b. For each toilet 35.84
 - c. For each automobile washstand 146.14
- (18) Restaurants:
 - a. Minimum rate, including the use of one faucet 90.98
 - b. For each toilet 35.84
 - c. For each additional faucet. 19.30
- (19) Soda Fountains:
 - a. Minimum rate, including the use of one faucet 71.68
 - b. For each additional faucet. 19.30
- (20) Stores and Offices:
 - a. Stores and offices, including the use of one faucet 35.84
 - b. For each additional faucet 19.30
 - c. For each toilet 33.08
- (21) Urinals, each 55.16

... rates generally.

EA

Rates enumerated:

The following water meter rates shall be charged for those areas served and as specified by the superintendent of public utilities. Said rates are for quarterly billings rendered on or after September 1, 1989 and are limited to the first fifteen thousand (15,000) gallons of consumption:

Size of Meter (inches)	Minimum Charge for Three Months
5/8	\$ 26.56
3/4	32.45
1	50.15
1 1/2	88.51
2	129.81
3	287.65
4	575.31
6	1,150.60
8	2,301.22
10	4,602.42

For water consumed in excess of fifteen thousand (15,000) gallons the charge shall be: Two dollars and seven cents (\$2.07) per one thousand (1,000) gallons.

Sec. 21-47. Additional rates and charges for special uses.

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In addition to the rates set forth in Sections 21-42 and 21-46, the following rates and charges are hereby established for all bills rendered on or after September 1, 1989.

- (1) Hydrant use by contractors, per 100 gallons. . . . \$ 0.74
- (2) The following quarterly rates shall be charged for water service to premises for fire protection purposes.

Size of Connection (inches)	Charge for Three Months
4 and under	\$ 59.01
6	110.64
8	162.27
10	221.27
12	295.03

Sec. 21-48. Connection charges.

The following charges shall be applied for all new customers serviced by the city water system:

Size of Meter (inches)	Connection Charge
5/8	\$ 750.00
3/4	1,500.00
1	3,000.00
1 1/2	6,000.00
2	12,000.00
3	25,000.00
4	50,000.00
6	100,000.00
8	200,000.00
10	400,000.00

NOTE:
NO CHANGE

Sec. 21-49. Tank truck loads:

Water shall be billed at twenty-seven (\$0.27) per one hundred (100) gallons or a fraction thereof for all such water purchased on or after September 1, 1989 when the superintendent of public utilities determines that water is available for tank truck load sale.



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

ENGINEERING DEPARTMENT
(203) 797-4641

November 28, 1988

JOHN A. SCHWEITZER, JR.
CITY ENGINEER

MEMO TO: Mayor Joseph H. Sauer, Jr.
Honorable Common Council Members

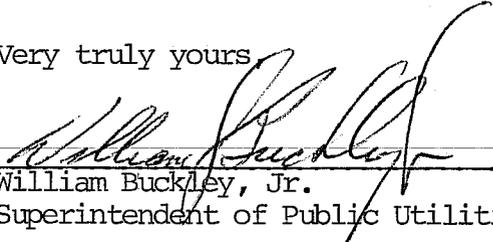
FROM: William Buckley, Superintendent of Public Utilities
John A. Schweitzer, Jr., City Engineer

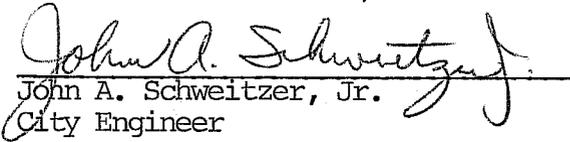
SUBJECT: Gemza exchange of easements, November agenda Item 19

We have reviewed the proposed agreement as prepared by Mr. Theodore Gemza. This latest draft of the agreement (copy attached) satisfies all of the concerns that we had discussed with Attorneys Gemza and Gottschalk.

If you have any questions or require additional information regarding this matter, please contact either of our offices.

Very truly yours


William Buckley, Jr.
Superintendent of Public Utilities


John A. Schweitzer, Jr.
City Engineer

JAS/sd

enc:



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

ROBERT T. RESHA
CORPORATION COUNSEL

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

PLEASE REPLY TO:

DANBURY, CT 06810

November 21, 1988

To: Mayor Joseph H. Sauer, Jr.
Honorable Common Council Members

From: Eric L. Gottschalk, Assistant Corporation Counsel

Re: Gemza exchange of easements, November agenda item

Please accept the following in response to your request for a report in connection with the above. Following your referral, I met with representatives of the planning and public works departments and Mr. Theodore Gemza. The proposal to exchange easements was fully discussed and as a result Mr. Gemza has developed an agreement which incorporates all of the concerns expressed by those present. That document is attached.

The agreement is in a form acceptable to this office. If approved, I will work with the applicants and with Mr. Gemza to finalize the exchange through the execution of the appropriate deeds. If you have any questions or if I may provide any additional information please feel free to contact me.


Eric L. Gottschalk

ELG:g

Attachment



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

PLANNING COMMISSION
(203) 797-4525

November 17, 1988

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

Re: 8-24 Referral - Exchange of Right-of-Way Easements -
Tan Mar Drive

Dear Council Members:

The Planning Commission at its meeting November 16, 1988 voted a positive recommendation for the exchange of Right-of-Way Easements at Tan Mar Drive in accordance with the map submitted by Attorney Gemza.

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

Sincerely yours,

Frank Bondatti

Frank Bondatti
Acting-Chairman

(FBC)



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A G R E E M E N T

This Agreement made this day of December, 1988, by and between THE CITY OF DANBURY, a municipal corporation located in the County of Fairfield and State of Connecticut and TANCY JEAN GEMZA and MARCIE ELYCE GEMZA, both of the Town of Newtown, County of Fairfield and State of Connecticut.

W I T N E S S E T H:

WHEREAS, TANCY JEAN GEMZA and MARCIE ELYCE GEMZA own two (2) parcels of land containing nine (9) acres, more or less, off Spruce Mountain Trail in the City of Danbury and as an appurtenance to said land they own a right of way easement from Tan Mar Drive across a sixteen (16) acre parcel of land, shown as "Parcel D" on Danbury Town Clerk Map #6124, owned by the City of Danbury, to their parcels of land located southerly and adjacent to said "Parcel D".

WHEREAS, TANCY JEAN GEMZA and MARCIE ELYCE GEMZA wish to exchange their right of way easement from Tan Mar Drive for a similar right of way easement from Spruce Mountain Trail over "Parcel B" containing 0.246 acres and a small portion of Parcel "D" containing less than one (1) acre of land, both owned by the City of Danbury.

NOW THEREFORE, it is hereby agreed as follows:

1. TANCY JEAN GEMZA and MARCIE ELYCE GEMZA will by deed release to the City of Danbury their right of way easement from Tan Mar Drive to their parcels of land over "Parcel D" as shown on Town Clerk Map #6124 with the exception of a portion of said

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"Parcel D" containing less than one acre as shown on Sheet 2 of 2 on a map prepared for Tancy Jean Gemza and Marcie Elyce Gemza, showing land situated on Spruce Mountain Trail, Danbury, Connecticut, Scale 1" = 40', October 13, 1988, certified substantially correct by Sydney A. Rapp, Jr., R.L.S., which map is to be recorded with the Town Clerk of the City of Danbury.

2. The City of Danbury will by deed grant a right of way easement to TANCY JEAN GEMZA and MARCIE ELYCE GEMZA running from Spruce Mountain Trail over "Parcel B" containing 0.246 acres as shown on Town Clerk Map #6124.

3. TANCY JEAN GEMZA and MARCIE ELYCE GEMZA, by acceptance of said right of way easement agree as follows:

A. To assume responsibility for the maintenance and snow plowing of the right of way easement;

B. To assume responsibility for the pick up and removal of any garbage or debris which may be dumped on or along the right of way easement;

C. That no utilities will be installed on or below the ground on the right of way easement over "Parcel B" as shown on Town Clerk Map No. 6124;

D. That they will not excavate, fill or pave within 12 1/2' of the utility lines shown on the drawings entitled, "City of Danbury Connecticut, Contract 2A and 2B, Spruce Mountain Tank, Page 6 of 9, dated January, 1977" on file in the office of the City Engineer, City Hall, Danbury, Connecticut;

E. That the use of the right of way easement is restricted to a driveway not in excess of twenty-five (25) feet

LAW OFFICES
GEMZA AND DALY
UNIVERSITY PLACE
182 WHITE STREET
P.O. BOX 348
DANBURY, CT 06813

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in width to service not more than two single family dwellings but this restriction shall not apply to utility lines over, on, under or across that portion of "Parcel D" subject to the right of way easement so long as installation of said utility lines are more than 12 1/2' distant from the utility lines shown on the drawings described in Paragraph D above; and

F. That the City of Danbury shall have the right and privilege to deny the right of use of said right of way easement for a reasonable period of time for necessary repairs or replacement to the utility lines located in said right of way easement and that the City of Danbury shall not be liable for any damage or inconvenience caused thereby.

4. TANCY JEAN GEMZA and MARCIE ELYCE GEMZA may, at their own expense, relocate the entrance gate from Spruce Mountain Trail to a new location on "Parcel D" which location and installation shall be subject to the prior approval of the Superintendent of Public Utilities.

This Agreement shall be binding upon and inure to the benefit of the respective parties, their heirs, successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of December, 1988.

Signed, sealed and delivered
In the presence of:

CITY OF DANBURY

By: _____

Tancy Jean Gemza

Marcie Elyce Gemza

LAW OFFICES
GEMZA AND DALY
UNIVERSITY PLACE
182 WHITE STREET
P.O. BOX 348
DANBURY, QT 06813

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STATE OF CONNECTICUT)
) ss: Danbury December , 1988
COUNTY OF FAIRFIELD)

Personally appeared, THE CITY OF DANBURY, acting herein
by , its duly authorized
, signer and sealer of the foregoing instrument and
acknowledged the same to be his free act and deed and the free
act and deed of THE CITY OF DANBURY, before me.

Commissioner of Superior Court
Notary Public
My Commission Expires:

STATE OF CONNECTICUT)
) ss: Danbury December , 1988
COUNTY OF FAIRFIELD)

Personally appeared, TANCY JEAN GEMZA and MARCIE ELYCE
GEMZA, signers and sealers of the foregoing instrument and
acknowledged the same to be their free act and deed, before me.

Theodore A. Gemza
Commissioner of Superior Court

LAW OFFICES
EMZA AND DALY
UNIVERSITY PLACE
182 WHITE STREET
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A G R E E M E N T

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DANBURY, CT 06813

W

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this day of December, 1988.

Signed, sealed and delivered
In the presence of:

CITY OF DANBURY

By: _____

Tancy Jean Gemza

Marcie Elyce Gemza

LAW OFFICES
GEMZA AND DALY
UNIVERSITY PLACE
WHITE STREET
P.O. BOX 348
DANBURY, CT 06813



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

December 6, 1988

REPORT

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

Re: Limousine Service Conflict - Wintergreen Hill.

The Common Council Committee appointed to review the Limousine Service Conflict on Wintergreen Hill, met on Monday, November 28, 1988 at 6:15 P.M. in Room 432 in City Hall. In attendance were committee members Bundy, Danise and Butera. Also present were Council Members Moran, Connell, Charles and Bourne, ex-officio, Susan Tuman, Jean Heslin, Marcie and Gene Weiner and Dr. Kumarasamy, residents of Wintergreen Hill. Also present were Lieutenant Gallucci, Danbury Police Department and Robert Resha Esq., Corporation Counsel.

The Committee and others present were given copies of the Progress Report of the Nov. 21, 1988 meeting to review before any dialogue was entered into regarding the specifics of the problem. After completing the review Mr. Weiner and Councilwoman Butera questioned Mr. Resha regarding what exactly constituted a cease and desist order and how such order is issued and enforced. Mr. Resha explained what the order means and how it is executed. Mr. Resha went on to explain that the matter concerning the C & M Limousine Service has been handled by Mr. George Sakalares, Assistant Corporation Counsel, up to the point where a court date has been set whereupon Mr. Ralph, owner of C & M Limousine will be required to appear and explain why he has failed to obey the cease and desist order by continuing to operate the business.

Mr. Resha, in a communication to the Common Counsel at its November meeting, requested approval to hire outside Counsel to handle this case, due to a possible conflict of interest, stemming from the fact that John Jowdy, Assistant Corporation Counsel has, in the past, represented Mr. Ralph, owner of C. and M. Limousine.

Mr. Resha gave an excellent rendering of what constitutes a conflict of interest in the eyes of the Bar Association and supported his argument by explaining that the best interests of the City and its constituents is served by adhering to a strict code of ethics and professional behavior.

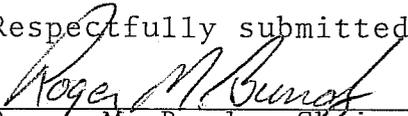
Lieutenant Gallucci, Danbury Police Department, advised that from January 1, 1987 through November 20, 1988, there were seventy-six (76) complaints received from Golden Hill, four of which were regarding the Limousine Service. Specifically, allegations that the cars were parked illegally on the street.

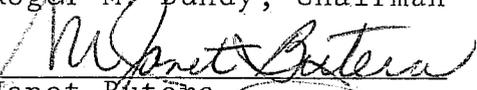
Lieutenant Gallucci further advised that there is no local ordinance prohibiting cars from being parked facing traffic, so no tickets were issued. There were no reckless driving complaints or any other complaints regarding the problem in question.

Mrs. Butera made a motion to recommend to the Common Council that approval be granted authorizing the hiring of outside Counsel to represent the City of Danbury in the case involving the C & M Limousine Service.

The motion was seconded by Mr. Bundy and passed unanimously. A motion was made and seconded to adjourn and the meeting was adjourned at 6:58 O'Clock P.M.

Respectfully submitted


Roger M. Bundy, Chairman


Janet Butera


Mary Ann Danise



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

December 6, 1988

REPORT

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Honorable Members of the Common Council
City of Danbury, Connecticut

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Respectfully submitted

Roger M. Bundy, Chairman

Janet Butera

Mary Ann Danise

RB/mr



el

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

PROGRESS REPORT

December 6, 1988

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

Re: Limousine Service Conflict - Wintergreen Hill

The Common Council Committee appointed to review the Limousine Service Conflict on Wintergreen Hill met on Monday, November 21, 1988 at 8:00 P.M. in Room 432 in City Hall. In attendance were committee members Bundy, Danise and Butera. Also present were Council Members Moran, Charles, Bourne, Fazio and Connell, ex-officio, Susan Tumann and Jean Heslin, residents of Wintergreen Hill.

The committee was charged to review a possible conflict of interest involving Assistant Corporation Counsel John Jowdy who apparently represents Mr. Tim Ralph of 20 Wintergreen Hill, who is operating C and M Limousine Service apparently out of his home. It was alleged by Ms. Tumann and Ms. Heslin (supported by a polaroid snapshot that the C & M vehicles had been parked outside of 20 Wintergreen Hill and in the driveway. Specifically, the vehicles alluded to in this communication consist of two stretch limousines, one town car, one club van and one oversize van (small bus type).

It has been reported to Mr. Bundy by Ms. Marcy Weiner of Wintergreen Hill Road, through personal conversations and telephone discussions that she has reported numerous complaints to the Danbury Police Department regarding the aforementioned vehicles belonging to C and M Limousine Service causing traffic hazards by being parked illegally on the street. Mr. Weiner further stated to the writer that the police department failed to enforce the parking ordinances by not responding promptly and not issuing citations for said parking violations. During the meeting Ms. Tumann and Ms. Heslin stated that the C & M vehicles have been driven in a careless and reckless manner when departing 20 Wintergreen Hill Road causing "numerous close calls" with vehicles belonging to neighborhood residents. It was unclear whether or not any of these incidents had been reported to the Police Department.

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It was determined at the meeting that a cease and desist order was issued by Mr. Wayne Skelly, Zoning Enforcement Officer for the City. A subsequent interview with Mr. Skelly by Mr. Bundy on Tuesday, November 22, 1988 revealed that a cease and desist order had indeed been issued and delivered to Mr. Tim Ralph, 20 Wintergreen Hill Road on September 30, 1988 with a followup inspection, to insure its compliance, conducted ten days after issuance. Since it was determined that Mr. Ralph had not complied with the order, Mr. Skelly forwarded the case to Corporation Counsel to pursue the matter since it may be interpreted that there is a conflict of interest concerning Mr. Jowdy's relationship with Mr. Ralph as his personal attorney.

In a letter dated October 3, 1988 from Ms. Weiner to Mayor Sauer (copy attached), Ms. Weiner alleges unethical and unprofessional action by City employees in the offices of the Corporation Counsel and the Planning Department. However, it is clear in the letter that according to Ms. Weiner, Mr. Skelly promptly notified Mr. Ralph that he must remove his limousines and vans from the street and stop operating his limousine service in an illegal manner. Upon receipt of Ms. Weiner's complaint of August 12, 1988 (apparently verbal) Mr. Skelly advised Mr. Bundy that since Mr. Ralph failed to comply with his warning, he issued a cease and desist order on September 30, 1988.

It has become clear that there are two issues involved in this case. Firstly, it is apparent that Mr. Ralph has violated the Zoning ordinances which come under the purview of the Police Department for enforcement if not complied with (violation with accompanying fine schedule) after a cease and desist order is issued. It has been determined through investigation that this problem has been handled properly vis a vis Mr. Skelly's cease and desist order and followup to Corporation Counsel. Secondly, it is essential that the citizens of Danbury be entitled to an unbiased and non-prejudicial representation in this matter. In order to ensure this, Robert Resha, the City's Corporation Counsel respectfully requested that he be allowed to refer the representation of the City to outside counsel. This was done to avoid any possible inferences to a conflict of interest. It would appear that based on facts uncovered, the City has proceeded in a professional, ethical and prudent manner in addressing the complaint embodied in this report. If it become necessary to question the procedure and ethical behavior of our Corporation Counsel, it should be addressed in a Committee of the Whole or a sub-committee charged with this responsibility. This matter of conflict of interest does not and has not affected the City's responsibility in addressing problems brought forth by the electorate. This committee will reconvene on Monday, November 28, 1988 at 6:15 P.M.

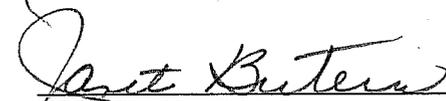
Respectfully submitted,



 ROGER M. BUNDY, Chairman



 MARA ANN DANISE



 JANET BUTERA

may be placed
only on mail
sent by registered
mail. If additional
postage is required,
it must be placed
on the envelope
before the mail is
placed in the
mailbox.

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REGISTERED MAIL

October 3, 1988

Mr. Joe Sauer, Mayor
Danbury City Hall
155 Deer Hill Ave.
Danbury, CT 06810

Dear Mr. Sauer,

As a resident of the City of Danbury. I find it necessary to seek your help regarding an unethical and unprofessional action by city employees in the offices of the Corporate Counsel and the Planning Department.

Here is a brief synopsis of the relevant facts and events. regarding an illegally operated limousine service on our residentially zoned street. The business, owned by Mr. Tim Ralph, operates from 20 Wintergreen Hill Road. The business has three (3) limousines (two of which are "stretch limos") and two (2) large vans. In addition, the limousines and vans as well as those of the drivers are parked on a bend in the street facing the wrong direction. This is a definite hazard during the day and a very dangerous situation at night.

In May, 1988, Mrs. Vijaya Kumar of 27 Wintergreen Hill Road and Mrs. Weiner of 25 Wintergreen Hill Road, barely avoid head on collisions with drivers of Mr. Ralph's vans speeding up the middle of the street . Mrs. Kumar is literally forced off the street onto the Ralph's lawn. The neighbors report to Mr. Ralph the incidents, along with the concerns about the hazardous situation the limousine presents to children and residents of the street.

On August 12, Mrs. Jean Heslin of 23 Wintergreen Hill Road notifies Mr. Wayne Skelly, Zoning Law Enforcer, of the limousine service operating on the street. Mr. Skelly promptly notifies Mr. Tim Ralph that he is operating his limousine service illegally in a residential zone, and that he must remove the limousine and vans. Mrs. Lovie Bourne, Councilwoman, on behalf of the neighborhood, contacts Mr. Wayne Skelly to check on the progress of the department's actions and is told that a cease and desist order will be sent out as soon as it goes through proper City Hall procedures, which should take approximately two weeks.

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In August or September Mr. John Jowdy, Assistant Corporate Counsel and also Mr. Ralph's attorney, tells Mr. Skelly that he has a contract of sale for the Ralph house on his desk. Result: Mr. Skelly delays proceeding with the cease and desist order to remove the limousine service. However, the house was subsequently not sold. The cease and desist order was not sent out even though Mr. Skelly had knowledge that the purported sale did not go through. The sale of the house should be irrelevant to the illegal operations of the business!

On September 29, Mrs. Weiner notifies Mr. Skelly and Mrs. Betty Flanagan of the unsafe conditions on the street and the incidents in May. Mr. Skelly says the cease and desist order will go out the next day, September 30th. It does.

On September 30, 1988. The facts and events listed above are related to Susan Steiner, Assistant to the Planning Director.

On October 3, Mr. Skelly reported that he has told Assistant Corporate Counsel, Mr. Jowdy that the cease and desist order was going out to his client, Mr. Ralph and that "there can no longer be any negotiations". Mr. Dennis Elpern, Director of Planning promises to check into the situation.

This dangerous and illegal operation of a limousine service on a residentially zoned street can no longer continue. The Assistant Corporate Counsel who must enforce the law of the city CANNOT AND SHOULD NOT delay the enforcement of that law on behalf of a client who is breaking that law. Nor should the zoning law enforcement officer delay proceeding with a cease and desist order because of a purported sale of property.

Thank you for your kind attention to this matter.


Marcy Weiner
25 Wintergreen Hill Road
Danbury, CT

cc: Director of Planning, Mr. Dennis Elpern
cc: Corporate Counsel, Mr. Robert Risha,



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

December 6, 1988

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

Re: Capital Line Item - Improvements at Hatters Community Park

The Common Council Committee appointed to review Capital Line Item Improvements at Hatters Community Park met on November 9, 1988 at 7:30 P.M. in City Hall. In attendance were committee members Cresci and Godfrey. Also attending were Comptroller Dominic Setaro and Parks and Recreation Director Bob Ryerson.

Mr. Cresci asked Mr. Ryerson where the \$9,000 collected had come from, Mr. Ryerson explained that it was accumulated from the rental of the banquet hall, bowling alley, pavilion at Hatters Community Park. Mr. Ryerson stated that the projection is that \$30,000 will be raised from this property and that that money is spent for improvements on said property. The \$9,000 has been collected since July. Mr. Cresci asked if any improvements were scheduled. Mr. Ryerson stated that the carpet in the banquet room is going to be replaced at a cost of \$3,400. Also, improvements to the tiny tot playground for \$1,000 and replacing the ceiling with fire resistant material at a cost of between \$4,500 and \$5,000.

Mr. Godfrey made a motion that said funds be appropriated to the capital line item - Improvements at Hatters Park and that the committee authorize Parks and Recreation to expend said funds. Seconded by Mr. Cresci. Motion carried unanimously.

Respectfully submitted,

ARTHUR T. CRESCI, Chairman

ROBERT D. GODFREY

HANK S. MORAN



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

PROGRESS REPORT

December 6, 1988

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

Re: Update on City's Garbage Disposal Position

The Common Council Committee appointed to review an update report on the City's garbage disposal position met on Monday, November 14, 1988 at 7:00 P.M. In attendance were committee members Bundy, Regan and Flanagan. Also in attendance were Council Members Connell, Esposito, Charles and Moran, ex-officio, Daniel Minahan, Michael Cech, Jack Schweitzer and David Gervasoni. The purpose of the committee meeting was to hear a presentation by Mr. Walter Flocken of NEWEST Technologies.

Mr. Flocken discussed the system employed by NEWEST to handle the municipal solid waste stream of a community or group of communities. NEWEST uses a "wet process system" which has been patented by its president and founder Mr. Fred Gange, an aerospace engineer formerly employed by Grumann Aircraft in Massachusetts. Essentially, the system handles all types of waste from bulk to paper. It centers around a self-contained shredder which is capable of processing thirty (30) tons per hour. The shredder reduces all types of waste to four inch (4") strips. After the reduction the waste is transferred into a "pulper tank" where water is added to further reduce its dye. The waste is then passed through several other water based processes eventually becoming separated into collections of ferrous metals, aluminum, paper, glass and other compost materials or material to make fuel pellets. A landfill would still be required albeit a small one (depending on how much waste is processed) since the system processes only 85% to 90% of all waste. Being that water in large quantities is a necessary item to make the system work (50,000 gallons per day is required for a 1,000 ton per day plant) Mr. Flocken was asked about the source of such a supply and its disposition once it is used to capacity. Mr. Flocken advised that water from sewage treatment could be used to operate the system with any residual water being returned to the sewage treatment system.

13

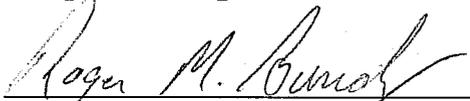
The plant proposed has a built-in redundancy system capable of handling 250 tons per day per line. The process operates on an eight hour per day premise with the capability of storing three days collection on-site.

NEWEST has entered into a preliminary agreement with the Town of Ansonia, Connecticut to process their solid waste on a trial basis (90 t.p.d. for 150 days) and, if it is successful the contract would be extended. As yet, no State DEP or EPA approvals have been obtained. However, they are being sought. The problem seems to be that a permitting and licensing procedure has yet to be formulated by the State. NEWEST is basically operating on confidence in their own system and its built-in capabilities to process waste to within safe parameters. The company is providing Ansonia with a \$1,000,000 performance bond as well as an insurance policy for any liability they may incur. The company has no plants currently in operation and on-line as of this report.

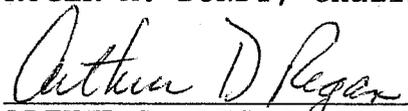
Regarding some specifics regarding costs and requirements, Mr. Flocken advised that the tipping fees would range between \$48 - \$58 per ton if there were 500 to 750 t.p.d. processed. The company would need a guarantee that the City could provide the necessary amount of waste. Since Danbury alone produces only 250 t.p.d. it would mean the addition of waste from neighboring communities. The company reserves the right to increase its tipping fee as its costs may rise. NEWEST will not limit its price increase to the rise of the Consumer Price Index. The amount of property needed for this facility is approximately eight acres located so as to be accessible to an appropriate sewage treatment water line. If the City could provide the site the tipping fee would be adjusted downward. The host community benefit is \$3.50 per ton.

The committee in conjunction with the Technical Advisory Team will be reviewing the pertinent data and reports given to them by NEWEST and will advise the Common Council of any further developments. The meeting was adjourned at approximately 8:55 P.M.

Respectfully submitted,



ROGER M. BUNDY, Chairman



ARTHUR D. REGAN



STEPHEN T. FLANAGAN

MICHAEL FAZIO


ROBERT D. GODFREY



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

December 6, 1988

PROGRESS REPORT

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

Re: Update on City's Garbage Disposal Position.

The Common Council committee appointed to review and update the City's garbage disposal position met on Monday, Tuesday and Wednesday, Nov. 28th, 29th and 30th respectively at 7:00 P.M. in the Common Council Chambers in City Hall. These three meetings were held to entertain proposals from Ogden Martin Systems, Inc. (Monday), Environmental Recovery Systems (Tuesday) and Phoenix Environmental Technologies, Inc. (Wednesday).

In attendance at Monday's meeting were the following individuals: Councilman Roger Bundy, Chairman, Councilmen Arthur Regan & Stephen Flanagan (Committee Members), Hank Moran, Eugene Eriquez, Mary Ann Danise, John Esposito and Louis Charles (ex-officio). Also present were the following City Officials: Michael Cech, Daniel Minahan, Jack Schweitzer, William Buckley, Jack Kozuchowski and David Gervasoni. Mayor Joseph H. Sauer was also present. Ogden Martin was represented by Richard A. Ubaldi, Senior Marketing Representative, David B. Sussman, Vice President, Environmental Affairs and Garrett A. Smith, Manager-Recycling Programs.

Ogden Martin is a company that deals in a mass burn (incinerator) technology and are the constructors of the Bristol, Conn. facility. They currently have approximately eight other facilities currently operating in the United States with another six facilities under construction. The mass burn concept is based on incineration of waste which produces heat, creating steam which drives a turbine to produce electricity. The end product is sold to facilities such as power companies for a profit. Even with an incinerator there is the need to provide a landfill for bulky waste and some demolition and construction debris. The system however, can incorporate front end recycling for appropriate items. The Ogden Martin mass burn facilities employ a scrubber and bag house system to keep the emissions and ash within prescribed limits set by E.P.A. and D.E.P. regulations. Some specifics of note are that the Bristol, Conn. plant which is designed for processing up to 650 tons per day (+pd) was built at a cost of \$101 Million dollars in 1985 and was financed through a bond issue.

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The tip fee began at \$37.50 a ton and increases with the C.P.I. each year. Ash produced from this operation totals 162.5 tons per day in a landfill. Host community benefits amount to 25 cents per ton and a \$100,000 per year lease agreement. This system operates three shifts and requires 500-600 gallons of water per minute to provide necessary steam. The construction time is between 30 and 36 months after all permitting and licensing approvals are obtained.

An additional footnote to cost of construction is the fact that an agreement recently entered into for an Ogden Martin facility to be located in Preston, Conn. is \$198 Million. The cost of construction may approach or surpass \$300 Million if and when a facility is negotiated for our region.

In attendance at Tuesday's meeting were committee members Roger M. Bundy, Chairman, Arthur Regan and Stephen Flanagan, as well as Councilmen Hank Moran, Louis Charles (ex-officio). The same City officials who attended the meeting of November 28, 1988 were present at this meeting. Environmental Recovery Systems was represented by Thomas Wiens, President, Bryce Vice-President and twelve other individuals representing the engineering, accounting, financing, equipment, composting, environmental and legal aspects of their operation.

Environmental Recovery Systems, Inc. (E.R.S.) discussed their system proposal at great length and detail beginning with the fact that they have optioned a 38 acre parcel of property located off exit 8, suitable for their operation. They produced a rendering of the facility and described how it would be constructed. E.R.S. uses Morrison-Knudsen engineering and technology and employs Marsh and McClennan as their insurance provider (performance guarantee, business interruption and liability). E.R.S. takes all of a community's municipal solid waste with the exception of hazardous waste, automobile scrap, steel reinforced concrete, white goods, flammable and tires. These items would need to be handled at a bulky waste landfill or transferred out of town as they are now. All other waste is front end separated for recyclables and made into a high grade marketable compost which is sold. The system is entirely enclosed and employs state of the art technology, including a chemistry lab on the premises. The process is checked for any irregularities throughout each stage of decomposition and composting.

The marketability of E.R.S.' compost was substantiated by a presentation from Roger Tuttle, who has been in the business of marketing and selling compost for approximately 15 years.

Construction of an E.R.S. facility would take approximately ten months after a permitting process lasting approximately six months. The tipping fee would be \$78 per ton reduced to \$58 per ton for Danbury's waste (as part of host community benefits package). Other benefits to the City would be a \$400,000 a year payment in lieu of property taxes, a 50/50 split from sales of compost and a negotiated per ton rebate.

03

E.R.S. provides their own financing for land acquisition and construction (approximately \$40-\$45 Million) and requires a twenty year commitment from the City requiring that the City provide the necessary agreed to waste. The facility would operate on a two shift basis employing 40-45 people. The facility would consist of two buildings (processing building - 80,000 sq. ft., composting building - 200,000 sq. ft.).

It should be noted that E.R.S. has yet to build a facility of this type however, as evidenced by the preparation, presentation and financial commitment put forward in their proposal, it would seem that the company is prepared to back up what they put forth.

In attendance at Wednesday's meeting were Committee members Roger M. Bundy, Chairman; Arthur Regan, Bob Godfrey and Stephen Flanagan. Also in attendance were Councilman John Esposito, Councilwoman Mary Ann Danise, Councilmen Louis Charles and Gene Eriquez (ex-officio). The same City Officials present at the two prior meetings were again present at Wednesday's presentation. Phoenix Environmental Technologies was represented by James Cohen President, Bob Beal, Tony Gauley K.T.I. Corporation, John Berry, National Ecology and Dr. Bernie Hamill.

Phoenix Environmental Technologies is a combination of technologies brought together by Mr. Cohen to design and build a system to suit the needs of a community based on Resource Derived Fuel (RDF). National Ecology, Inc. designed and built an RDF facility in Baltimore, Maryland in January of 1976. This system which is still in operation accepts municipal solid waste (sans white goods, other unacceptable items) from a transfer station, puts it through front end separation to pull out hazardous materials, conveys it through a hammer mill for reduction, separates metals (ferrous) with magnets, removes grit, non ferrous metals and glass then runs the remainder through a secondary shredder further reducing the waste to a point where it can be compacted into RDF pellets (5500-8000 BTU's), then shipped by trailer to Baltimore Gas & Electric Company where it is burned with coal to produce electricity (20% RDF, 80% coal). The system is designed for redundancy and its hammer mills are built to suppress possible explosions. The premise in this operation is that RDF pellets are a viable, usable source of fuel for a mass burn facility. The front end recycling can be modified to accomodate a community's needs. K.T.I. Energy, Inc. uses basically the same procedures except that the RDF produced is transferred to a connected mass burn incinerator which produces steam that in turn runs an adjacent turbine producing electricity for use or sale. Essentially, it is a facility that has all the pieces connected with no need for transference of the RDF to a separate mass burn facility. KTI is currently constructing two of these facilities in Maine. This process needs a landfill for unacceptable items and for the ash produced from burning the R.D.F. (upwards of 30% by weight is ash).

Specific figures and plans were not provided to the committee by Phoenix. It is Phoenix's position that until the City or HRRRA will commit to their proposal they will not undertake the necessary preparation, planning and costing out to provide figures such as tipping fees, construction costs, permitting, markets, guarantees and host community benefits. Therefore, it is very difficult to assess the benefits to be derived from using this system.

A final committee report will be forthcoming so that the Council may review all proposals and recommendations of the committee before being asked to vote on any project or proposal.

Respectfully submitted

Roger M. Bundy
Roger M. Bundy, Chairman

Arthur D. Regan
Arthur D. Regan

Stephen T. Flanagan
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Michael S. Fazio

Robert D. Godfrey

mr

**CITY OF DANBURY**

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810**COMMON COUNCIL**

December 6, 1988

PROGRESS REPORT

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

Re: Update on City's Garbage Disposal Position.

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Respectfully submitted

Roger M. Bundy, Chairman

Arthur D. Regan

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Michael S. Fazio

Robert D. Godfrey

mr



63

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL PROGRESS REPORT

December 6, 1988

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

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Respectfully submitted,

ROGER M. BUNDY, Chairman

ARTHUR D. REGAN

STEPHEN T. FLANAGAN

MICHAEL FAZIO

ROBERT D. GODFREY

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November 15, 1988

PROGRESS REPORT

City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Honorable Mayor Joseph Sauer
Honorable Members of the Council

RE: Committee to review status of Cross Street Bridge.

The committee was convened at 20:00, November 15, 1988, with committee members Shaw, Nimmons, Esposito and Danise. Godfrey was absent. Others in attendance were Jack Schweitzer and Dom Settaro.

Mr. Shaw distributed 12 pages of information on the Cross Street Bridge, which is the total file kept on record in Hartford. Jack Schweitzer personally obtained these for the committee.

Mr. Esposito made a motion that we direct the Mayor's office to obtain funding commitment from the State to replace Cross Street Bridge, and also request funds be included in the Capitol budget in the next fiscal year to complete this project. This motion was seconded by Danise. The vote was unanimous.

Mr. Shaw said he would send the required correspondence to the Mayor.

This committee will hold another meeting when the funding commitment is received from the State. The committee then adjourned.

Respectfully submitted,

William H Shaw
William H. Shaw
Committee Chairman



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

PROGRESS REPORT

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

Re: Update on City's Garbage Disposal Position

The Common Council Committee appointed to review an update report on the City's garbage disposal position met on Tuesday, October 18, 1988 at 7:00 P.M. in the Common Council Chambers in City Hall. In attendance were committee members Bundy, Regan, Flanagan, Fazio and Godfrey. Also in attendance were Council Members DaSilva and Esposito, ex-officio, Superintendent of Public Utilities William Buckley, City Engineer Jack Schweitzer and Mayoral Aide Michael Cech.

The purpose of the committee meeting was to hear a presentation by Reuter Resource Recovery, Inc. of Eden Prairie, Minnesota. Representatives from the Reuter Company included Dominick Machia, Sales Representative, Roger Davis, Director of Marketing and Anthony Laudano, Distribution Representative. It should be noted that Reuter is the company visited by representatives of Danbury City government as well as representatives of other towns who are members of the HRRRA in March, 1988.

Mr. Davis addressed the assembly and reviewed the front end recycling system Reuter employs to produce Resource Derived Fuel (RDF) and Compost as well as recyclables. Mr. Davis stated that all but 10% of the waste is recycled leaving the residuals to be landfilled or burned. Reuter currently has one plant in operation located in Minnesota. The company is building an 800 ton per day (TPD) in Florida which will produce compost exclusively. Mr. Davis commented on the fact that Reuter had obtained the necessary licensing and permitting in Florida and does not anticipate problems in Connecticut although it could be a time consuming operation (9-11 months). A video tape of the operation as well as a slide presentation was shown at the meeting.

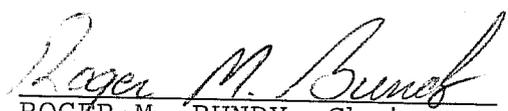
Mr. Davis stated that the fuel pellets (RDF) have been undergoing testing at the University of Texas and have so far been deemed to be cleaner than coal. The pellets were tested out as being 20% of the minimum standard on heavy metals and produce a good burn as regards an energy source. Reuter provides its own financing which would approximate \$40,000 to build a facility in Danbury. Reuter tipping fee would be approximate \$55 per ton with escalation based on the Consumer Price Index only. Mr. Davis stated that the company has the market to take all recyclable materials as well as compost. Guarantees that would be required

are simply that the community guarantee the necessary garbage. There are host town benefits that can be negotiated with the City at the time of contract. Regarding land acquisition it can be assumed that if the City provides suitable property then the tipping fee would be lower.

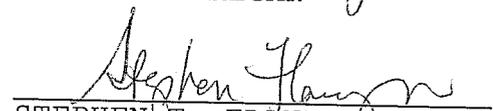
Mr. Davis acknowledged the fact that the recyclable markets may become soft in the future. However, the operation bases its profit/loss on the tipping fee and compost/RDF not income from recyclables.

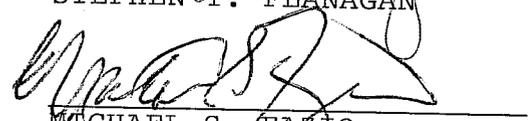
A more detailed analysis of the Reuter proposal will be forthcoming as the committee deems necessary. Within the next month four more companies in the industry will make similar presentations to the committee

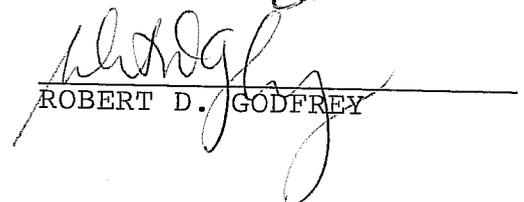
Respectfully submitted,


ROGER M. BUNDY, Chairman


ARTHUR D. REGAN


STEPHEN T. FLANAGAN


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65

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

PROGRESS REPORT

December 6, 1988

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

Re: Downtown Redevelopment Project and the Mill Rate

The Common Council Committee appointed to review the downtown redevelopment project and the mill rate met on Thursday, November 10, 1988 at 11:30 a.m. in the Fourth Floor Lobby in City Hall. In attendance were committee members Bundy, Charles and Danise. Also present were Dr. Robert Fand, John Campbell and Willard Louey. Mr. Bundy made a motion to suspend the rules. Seconded by Mrs. Danise. Motion carried unanimously.

A discussion was held concerning the June 3, 1986 "Master Agreement"/Resolution from Erichetti project (pages 12 and 13 of Master Agreement attached). Specifically, discussion focused upon the fact the Redevelopment Agency is to be named as "the beneficiary" of either a performance and payment bond in a sum equal to the value of the improvements to be constructed by the redeveloper upon the property or a clean Irrevocable Commercial Letter of Credit in an amount equal to the value of the improvements to be constructed by the redeveloper upon the property.

Dr. Fand discussed an alternate use of the downtown redevelopment site which centered on an elderly housing project. Further discussion supported the fact that until the City, Erichetti and the Redevelopment Agency resolve their existing problems it would be improper to enter into any kind of detailed dialogue regarding an alternate project. Although the idea of an elderly housing project has merit, further discussion on the advisability or feasibility of such a project would have to be set aside at this time.

John Campbell, a builder representing J. F. C. Construction Company and Mr. Willard Louey of Dynasty Construction Company were invited to attend the committee meeting by Dr. Fand. These two builders (Campbell and Louey) are contractors with a great deal of experience involving major projects. Mr. Campbell has done most of his work in Manhattan working with such developers as Donald Trump on commercial construction in the 1970's and 80's. Mr. Louey focuses his work on luxury homes approaching \$5,000,000. Their comments dealt essentially with the uses that can be made of the existing foundation (footings and pilings) in the ground on the redevelopment site. Mr. Bundy advised

that any detailed discussion regarding uses for the site would not be appropriate until the current plan between the City and Erichetti comes to a conclusion. The committee is appreciative of the time and concern of Messrs. Campbell and Louey and their sincerity in trying to assist the City. However, the time is not right to pursue the matter.

Mr. Bundy made a motion to adjourn. Seconded by Mrs. Danise. Motion carried unanimously at 12:30 P.M.

Respectfully submitted,

ROGER M. BUNDY, Chairman

MARY ANN DANISE

LOUIS T. CHARLES

uk

and, to the extent necessary, rezoning, and execute any waiver or other document in respect thereof. In addition to and not by way of limitation of the foregoing, the Redeveloper hereby appoints and constitutes the Agency as its Attorney-in-Fact for the execution of any documents or instruments required to carry out the purposes of this paragraph 2.G.

SEC. 3. GOOD FAITH DEPOSIT AND PERFORMANCE BOND OR IRREVOCABLE LETTER OF CREDIT, AND PAYMENT BOND.

3.A. GENERAL. The Redeveloper 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 _____ DOLLARS (\$ _____), hereinafter called "Deposit", representing ten (10%) percent of the purchase price of the Property described on Schedule A hereof, but in no event less than \$50,000.00. The Deposit shall be credited to the Redeveloper as a partial payment of the Purchase Price for the Property described on Schedule A upon the transfer of the title thereto to the Redeveloper, or shall be retained by the Agency as liquidated damages, as the case may be, in accordance with this Agreement. In addition, the Redeveloper has prior to or simultaneously with the execution of this Agreement by the Agency, delivered to the Agency, naming the Agency as beneficiary and payee thereof, either (A) a performance and payment bond(s) in the amount of _____ DOLLARS (\$ _____), a sum equal to the value of the improvements to be constructed by the Redeveloper upon the property described in Schedule A issued by a bonding company regularly engaged in the issuance of



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such undertakings and licensed to do so in the State of Connecticut in form acceptable to the Agency; or (B) a clean Irrevocable Commercial Letter of Credit in the amount of _____
_____ DOLLARS (\$ _____),
hereinafter called the "Letter of Credit", a sum equal to the value of the improvements to be constructed by the Redeveloper upon the property described in Schedule A. Any such Letter of Credit shall be in form acceptable to the Agency and shall name the Agency as the beneficiary thereof. The Letter of Credit 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 Redeveloper) has failed to comply fully with the terms of its Phase Agreement 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 Redeveloper], dated: _____". Said Letter of Credit shall expire not earlier than thirty-six (36) 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 business in the State of Connecticut and shall 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,

CONNECTICUT HOUSING FINANCE AUTHORITY

SPECIAL PROGRAMS - PROGRAM DESCRIPTION

PILOT PROGRAM FOR NON-PROFIT HOUSING ORGANIZATIONS

SMALL RENTAL DEVELOPMENTS

1. Permanent Mortgage Only.
2. Interest rate: As low as 3%; determined by the underwriting for each proposal.
3. Maximum Term: 30 years.
4. Maximum loan-to-value ratio: 100%.
5. Number of units: 5 to 25.
6. Rehabilitation and/or new construction only.
7. Moderate rehabilitation may be acceptable.
8. A code inspection is required.
9. Rehabilitation of occupied housing may be allowed.
10. The mortgage may not be pre-paid.
11. Rent increases are controlled by the Authority.
12. A management plan is required; CHFA's Housing Management Division will monitor the post-occupancy management for the term of the mortgage.
13. Residual income will be held in an escrow account by the Authority. It may be withdrawn from the development only if used for housing purposes as approved by the Authority.
14. An Affirmative Action/Equal Opportunity Plan is required.
15. A letter of support from the municipality is required.
16. Available only to non-profit organizations designated under Section 501(c)(3) of the Internal Revenue Code. A Letter of Determination from the District Director of Internal Revenue Service must be submitted.
17. A \$500 application fee must accompany the completed Non-Profit Rental Proposal Package.
18. The Low Income Housing Tax Credit may be used.
19. The mortgage will be closed upon sustaining occupancy.



LJW:lb

Rev. 8/20/87

40 Cold Spring Road / Rocky Hill, Connecticut 06067-4005 / 203-721-9501



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

December 6, 1988

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

Re: Request to lease land at the Airport for
Hangars

The Common Council Committee appointed to review the request to lease land at the Airport for hangars met on Tuesday, November 15, 1988 at 8:00 P.M. in Room 432 in City Hall. In attendance were Committee Members Bundy and Connell. Also in attendance were Airport Administrator Paul Estefan, Robert Gawe, Chairman of the Aviation Commission, Richard A. Dice of Airport "T" Hangars of Hartford and Council Members Hank Moran and William Shaw, ex-officio.

Mr. Dice began the discussion by explaining what "T" Hangars are and how they are constructed and used. He expressed his request concerning leasing land at the Airport so he may build "T" Hangars and lease them to the public. He explained how the City would receive a fair price in the lease agreement generating income for the City. Mr. Dice continued stating that he has expressed interest in doing this project in the past. He has mailed correspondence to the Mayor and Mr. Estefan as well as a letter dated October 3, 1988 to Council Member Lovie Bourne.

Mr. Dice commented that he had been following with continued interest the proposal by Wilmorite Corporation to construct fifty "T" Hangars for the City at the Airport. Mr. Estefan discussed the Master Plan of Development for the Airport. Specifically, the area set aside for "T" Hangars. On the Map of the Airport facility provided by Mr. Estefan there was a specific area designated for "T" Hangars. This area is located on a 33 parcel which is wetlands (same parcel as the Wilmorite proposal). Mr. Estefan pointed out that a thorough drainage study conducted by Edwards and Kelsy showed a severe drainage problem in this area. In order to develop this particular site and make it suitable for its designated use ("T" Hangars) extensive development would have to be undertaken to alleviate the drainage problem and raise up the plateau. Mr. Dice stated that he would not entertain locating his "T" Hangars on this particular parcel (33 acres) due to the prohibitive costs he would incur in making the site suitable for use. He would need to construct a pond to hold the excess water caused by

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drainage and fill in the area for a flood plain. Mr. Dice pointed to another area on the map away from the designated area for "T" Hangars and asked about using it for his project. Mr. Estefan explained that the area Mr. Dice was referring to is not eligible for any alterations as determined by the FAA. The FAA has designated that particular area as a "critical zone".

Mr. Bundy asked Mr. Estefan what the normal procedures are if someone wishes to make a proposal to the Airport for improvements, betterments or business interests similar to Mr. Dice's request. Mr. Estefan explained that procedures call for the proposal to be sent to the Airport Administration and the Aviation Commission and if the request is deemed to be acceptable under the Master Plan and the FAA it is sent out to bid. Mr. Estefan stated that he has on file eight or nine proposals for "T" Hangar development from different companies and/or individuals. However, since the designated area is wetlands with an accompanying drainage problem none of these proposals are feasible at this time due to the excessive costs which would be incurred by any prospective builder. Other prospective parcels of land at the Airport such as the one pointed out by Mr. Dice are designed by the FAA for other specific uses. This may change in the future and if it does those companies/individuals who made proposals will be notified. Mr. Bundy asked Mr. Dice if he had made a proposal to construct "T" Hangars at the Airport to either Mr. Estefan or the Aviation Commission. Mr. Dice advised that he had not as yet done so. Mr. Bundy advised Mr. Dice that it would behoove him to make his formal proposal through the proper channels following normal procedures and then if he felt he was encountering a problem he should ask for a Common Council Committee to look into it. Mr. Bundy further advised Mr. Dice that communications should be directed to Mr. Estefan and Mr. Gawe in order to facilitate his request.

Mr. Connell made a motion to recommend that the Common Council take no action on this matter and advised that Mr. Dice should make a proposal to the Airport Administration and the Aviation Commission. The motion was seconded by Mr. Bundy and passed unanimously.

Respectfully submitted,

Roger M. Bundy

ROGER M. BUNDY, Chairman

Barry J. Connell

BARRY J. CONNELL

Anthony J. Cassano

ANTHONY J. CASSANO

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November 15, 1988

City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Honorable Mayor Joseph Sauer
Honorable Members of the Council

RE: Committee to review Landing Fees at Danbury Airport for transient Aircraft.

Meeting convened at 20:50, on November 15, 1988, in Room 432. Committee members present were Shaw and Connell. Ex officio Bundy and Danise. Others in attendance were Estefan and Gawe, Aviation Commission Chairman.

Motion by Connell to suspend rules were seconded by Shaw.

Councilman Shaw expressed dissatisfaction with his request of Aviation Committee to study feasibility of imposing landing fees on transient aircraft at Danbury airport. This committee was appointed by the Mayor in May. In June, at the first committee meeting, data on typical area landing fees was submitted to the Aviation Commission members Crudginton, Scalzo and Scarfi. Commission member Scalzo at that meeting informed Chairman Shaw that "there was an Aviation Commission before Bill Shaw, there will be one after Bill Shaw, and there would be no landing fees." Five months later the Aviation Commission still had not honored the request of the Common Council. It is apparent to the Chair that this was sufficient time to at least have this item on the agenda.

Councilman Shaw stated that as a taxpayer he objected to subsidizing the airport with his tax dollars, while transient aircraft are allowed to come and go free of charge. When the subject of collection was discussed, Chairman Gawe said it would be difficult to collect. Shaw suggested, as he had also done at the June meeting, that the FBOs collect the fees and give half to the city. Shaw also stated that Danbury is the only airport he utilizes that gives "a free ride". Brainard, Oxford, Dutchess County, Poughkeepsie, Westchester County, and even grass strips on Long Island charge transient aircraft landing fees. (See enclosure).

Paul Estefan recently commented that we have had a "Jetstar", four engine jet, and a "Falcon 50", three engine jet, visit Danbury with no landing

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November 15, 1988

Page two

Honorable Mayor Joseph Sauer
Honorable Members of the Council

fee charged.

Shaw then made a motion recommending the Council ad hoc committee be dissolved, due to an apparent negative attitude of the Commission to this request. Seconded by Connell.

The meeting then adjourned.

Respectfully submitted,



William H. Shaw
Committee Chairmen

Barry Connell

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NO 36143

DATE June 15th 88

NAME IBM FLIGHT OPS

ADDRESS DUTCHESS COUNTY AIRPORT
WAPPINGERS FALLS
NY 12590 PHONE 914-435-2700

AIRCRAFT SK 76 IDENT. NO. 760P

FUEL: AVJET AVJET W/PRIST 100LL

AMOUNT

CASH CREDIT CARD CHARGE CHECK
TOP ALL TANKS

OTHER

8:55AM 760P Lnd & Rmp.
10.00

12:15PM 760P Lnd & Rmp
10.00
20.00

The undersigned agrees that any charges set forth above which are not paid in full within fifteen (15) days from and including today shall accrue interest at the rate of 1 1/2% per month and shall be subject to all costs of collection including a reasonable attorney's fee whether or not a lawsuit is started, all of which the undersigned agrees to pay in full on demand.

PILOT SIGNATURE W Shaw

FUELED BY

BRAINARD FIELD HARTFORD, CT



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June 03, 1986

Landing fees are non taxable Do not charge single engines

Builder-Cessna

Model	Name	Weight	Fee
401	Twin Cessna	6200	\$5.00
402	Twin Cessna	6200	\$5.00
421	Twin Cessna	6200	\$5.00
336/337	Super Skymaster	4400	\$5.00
414	Chancellor	6750	\$5.00
421	Golden Eagle III	7200	\$7.20
404	Titan	8400	\$8.40
500/501	Citation	11000	\$11.00
550/551	Citation II	13300	\$13.30
425	Conquest I	8000	\$8.00
441	Conquest II	9300	\$9.30

Builder-Piper

PA-250	Artec	4800	\$5.00
PA-31	Navajo	6200	\$5.00
	Cheyenne I&II	9000	\$9.00
	Cheyenne III	11200	\$11.20

Builder-Beechcraft

B-55	Baron	5100	\$5.00
E-55	Baron	5300	\$5.00
A-60	Strike	6775	\$5.00
18		9500	\$9.50
Turbo-18		9775	\$9.80
Valpar Turbo Prop		11000	\$11.00
A-65	Queen Air	7350	\$7.40
B-80	Queen Air	8800	\$8.80
A-90	King Air	9500	\$9.50
A-100	King Air	10500	\$10.50
99A		10000	\$10.00
200	King Air	12500	\$12.50
B-100	King Air	11200	\$11.20
F-90	King Air	10950	\$11.00
Beech-18		9500	\$9.50

Convairs

740	39800	\$39.80
740	46500	\$46.50
740	47650	\$47.70
580	52000	\$52.00
600	44000	\$44.00
640	52500	\$52.50

Fairchild

227	40000	\$40.00
227	43000	\$43.00
227A,J	42000	\$42.00
227B	45000	\$45.00

WESTCHESTER COUNTY (HPN)

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~~PARKING~~ PARKING RATES

NEW LANDING FEES		Landing Fee	Each 12 Hr	Each 12 Hr
			Interval	Interval
Weight Categories			To 48 Hrs	Over 48 Hrs
0	- 5,000	\$ 2.50	\$ 2.00	\$ 4.00
5,000	- 10,000	3.50	3.00	6.00
10,000	- 15,000	4.00	4.00	8.00
15,000	- 20,000	6.00	5.00	10.00
20,000	- 30,000	8.00	6.00	12.00
30,000	- 45,000	12.00	9.00	18.00
45,000	- 70,000	18.00	12.00	24.00
70,000	- 85,000	28.00	15.00	30.00
85,000	- 100,000	34.00	18.00	36.00
100,000	- 120,000	40.00	21.00	42.00

ED PARKING FEE

Telephone: 717 / 457-3400

Telex: 910-380-8796

Keystone Aero Services, Inc.

A Jet Florida Company

Wilkes-Barre / Scranton Int'l Airport
Avoca, Pennsylvania 18641

AIRCRAFT # N 7224J Date 4/18 19 88

Sold To _____

Address _____

City _____ State _____ Zip _____

SOLD BY *[Signature]* CASH CHARGE CREDIT CARD
Co. _____ No. _____

QUANTITY	DESCRIPTION	AMOUNT
	Jet A Fuel @ Per Gal.	
	100 LL Aviation Gasoline @ Per Gal.	
	FEDERAL AVIATION GASOLINE TAX	
	FEDERAL AVIATION SPECIAL FUEL TAX	
	Aviation Oil @ Per Qt.	
	STATE JET A TAX	
	STATE SALES TAX	
	Landing Fee	7.50
	Parking Fee: From _____ To _____	
	Misc.	
	TOTAL	7.50

Rec'd By *[Signature]* SIGNATURE

3855

Tower • Flight Service Station • Weather Bureau • Radar
Instrument Landing System • Approach Lighting System • High Intensity Runway Lights

TERMS: NET 30 DAYS

RARITAN VALLEY FLYING SCHOOL

Princeton Airport
Route 206
Princeton, N.J. 08540
609-921-3100

INVOICE
20574
4/15/88

IBM FLIGHT OPERATIONS
DUTCHESS COUNTY AIRPORT
WAFFINGER FALLS, N.Y.

12590

PARKING/LANDING FEE 5.00
1.0 @ 5.00/ea.
Delivery to Acft #760P

TOTAL CHARGES 5.00
TAX 0.00

TOTAL DUE 5.00

PAYMENT RECEIVED via CASH 5.00

ALL STATE & FEDERAL TAXES INCLUDED

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June 03, 1981

NOT CHARGE SINGLE ENGINES A LANDING FEE



Model	Name	Weight	Fee
Douglas	DC-3	25200	\$25.20
Gulfstream	G-1	30400	\$30.40
	G-11	58500	\$58.50
	G-111	68000	\$68.00
Martin	404	43000	\$43.00
Nord	262	22710	\$22.70
Lear Jet	24	11880	\$11.90
	25	13300	\$13.30
	35,36	14300	\$14.30
	55	20000	\$20.00
Jetstar		35000	\$35.00
Jetstar-Singer		36000	\$36.00
Sabreliner	40	17500	\$17.50
	60	17500	\$17.50
	70	18500	\$18.50
	75A	22000	\$22.00
Fan Jet Falcon		27320	\$27.30
Fokker	F-28	54000	\$54.00
Twin Otter		12500	\$12.50
Shorts Skyvan		12500	\$12.50
MU-2		10260	\$10.30
Hawker-Siddeley Dove		8500	\$8.50
	Heron	13150	\$13.20
	HS 748	42100	\$42.10
	HS 125	20000	\$20.00
Westwind		19000	\$19.00
Falcon 10		17500	\$17.50
Gi		30400	\$30.40
<hr/>			
Aerostar	600/601	5500	\$5.00
Aero Commander	500	6500	\$5.00
Grand Shrike	560/580	7700	\$7.70
Turbo II		9400	\$9.40
Hawk Commander		9400	\$9.40
Turbo Commander	690B	9675	\$9.70
Merlin III		9300	\$9.30
Merlin III		11500	\$11.50
Merlin IV		11500	\$11.50
Metro		12500	\$12.50

*WS*

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

December 6, 1988

REPORT

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

Re: Largo Associates - Sewer Extension - Briar Ridge.

The Common Council committee appointed to review the request of Danbury Largo Associates for an extension of the sanitary sewer system to their property on Briar Ridge Road, met on November 14th at 7:00 P.M. and November 30th at 8:15 P.M. in room 432 in City Hall.

Present were committee members Flanagan, Shaw and Cresci; Mr. Buckley, Director of Public Utilities; Mr. Schweitzer, City Engineer, Attorney Fran Collins representing the petitioner, and David Williams, Consulting Engineer.

The Plan as proposed, following extensive discussion between the petitioner and the City's representatives, calls for the Largo Associates to construct a sanitary sewer line from their property to Ken Oaks Drive, down Boulevard Drive connecting with the existing line at approximately the intersection of Kenosia Blvd. The cost of that line, estimated at \$500,000, would be shared by the developer and the City, with the City's contribution of \$200,000 maximum to come from the \$200,000 annual appropriation included in the enterprise fund section of the public utilities budget. Mr. Buckley would dedicate this line in the 1989-1990 Fiscal Year Budget, to this project. The revenue is not raised through property taxes, but from sewer user fees.

Mr. Buckley supports the concept because it would allow improved service to existing customers on the West side of the City where there are problems with the system's current capacity. In addition, this new sewer line would make it possible for residents on Ken Oaks and Boulevard Drive to hook into the sewer system. The Common Council recently received a petition from 48 families in the Blvd. Drive area requesting extension of the sewer system to their neighborhood. Mr. Buckley also stated that the integrity of Lake Kenosia will be protected by hooking Blvd. Drive lines into the City sewer system.

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Approval of this plan may require the City to use its eminent domain power for a 15 sq ft piece of privately owned land that separates the petitioner's property and Ken Oaks Drive. At the Nov. 14th meeting Mr. Shaw stated his serious reservations to using eminent domain. The committee suggested that another attempt be made to negotiate with the property owner.

On November 30th Attorney Collins reported to the committee that his client had offered the owner of the 15 sq. ft triangular piece, \$1000 plus the cost of their legal fees. He was informed that they are not interested at this time.

The committee discussed the potential public benefits to be derived from this project as weighed against the use of the eminent domain power. After lengthy discussion, Mr. Flanagan moved that the committee recommend approval of the project with the usual eight steps required for sewer projects, plus the addition of two special steps:

It is the recommendation of the 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 extension.
2. The Petitioner shall submit as-built drawings of this extension, prepared by a licensed Connecticut Land Surveyor, for approval by the City Engineer.
3. Detailed Engineering Plans and Specifications are to be approved by the City Engineer and the Superintendent of Public Utilities prior to the start of construction.
4. If, required, a Warranty Deed in a form satisfactory to the Corporation Counsel shall be executed by the petitioner conveying to the City, all right, title, interest and privileges required hereunder, and said Deed shall be held in escrow for recording upon completion of installation.
5. That upon completion of installation, title to said sewer 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 line as the City Engineer's office determines are of potential benefit to other landowners in the City.
7. No Certificate of Occupancy shall be issued until the above requested forms, documents, plans, etc. are received and the City owns the extended sewer line.
8. This approval shall expire eighteen (18) months following the date of Common Council action.

9. In that the project is of substantial benefit to the Danbury Sewer system, the City shall contribute \$200,000 towards its completion. Said sum shall not be paid to the petitioner until all other conditions hereof shall have been met to the satisfaction of the City Engineer and the Corporation Counsel. Thereafter the City shall make the foregoing payment to the petitioner within sixty (60) days.

10. Danbury Largo Associates shall continue discussions with adjacent land owners to secure access to the property necessary for the pipeline. If necessary, and only as a last resort as determined by the Corporation Counsel, the power of eminent domain shall be exercised to the 15 sq. ft. of land necessary to construct the aforementioned sewer line. The entire cost of the acquisition shall be borne by the developer.

Motion was seconded by Mr. Shaw and passed unanimously. Meeting adjourned at 9:00 P.M.

Respectfully submitted

Stephen Flanagan
Stephen Flanagan, Chairman

William Shaw
William Shaw

Arthur Cresci
Arthur Cresci

mr



ed

RECEIVED

NOV 2 1988

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

Engineering Dept.

ROBERT T. RESHA
CORPORATION COUNSEL

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

PLEASE REPLY TO:

DANBURY, CT 06810

October 26, 1988

MEMO TO: William J. Buckley, Jr., Superintendent of Public Utilities
FROM: Eric L. Gottschalk, Assistant Corporation Counsel
RE: Largo - Briar Ridge - Sewer Extension

I suggest that the following language be incorporated as an additional condition of the sewer extension approval:

Step 9

In that the project is of substantial benefit to the Danbury sewer system, the City shall contribute \$200,000 towards its completion. Said sum shall not be paid to the petitioner until all other conditions hereof shall have been met to the satisfaction of the City Engineer and the Corporation Counsel. Thereafter the City shall make the foregoing payment to the petitioner within sixty (60) days.

If you have any questions, please call.

Eric L. Gottschalk

ELG:cr

**CITY OF DANBURY**

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810**COMMON COUNCIL**

December 6, 1988

REPORT

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

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Mr. Buckley supports the concept because it would allow improved service to existing customers on the West side of the City where there are problems with the system's current capacity. In addition, this new sewer line would make it possible for residents on Ken Oaks and Boulevard Drive to hook into the sewer system. The Common Council recently received a petition from 48 families in the Blvd. Drive area requesting extension of the sewer system to their neighborhood. Mr. Buckley also stated that the integrity of Lake Kenosia will be protected by hooking Blvd. Drive lines into the City sewer system.

68

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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 line as the City Engineer's office determines are of potential benefit to other landowners in the City.
7. No Certificate of Occupancy shall be issued until the above requested forms, documents, plans, etc. are received and the City owns the extended sewer line.
8. This approval shall expire eighteen (18) months following the date of Common Council action.

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9. In that the project is of substantial benefit to the Danbury Sewer system, the City shall contribute \$200,000 towards its completion. Said sum shall not be paid to the petitioner until all other conditions hereof shall have been met to the satisfaction of the City Engineer and the Corporation Counsel. Thereafter the City shall make the foregoing payment to the petitioner within sixty (60) days.

10. Danbury Largo Associates shall continue discussions with adjacent land owners to secure access to the property necessary for the pipeline. If necessary, and only as a last resort as determined by the Corporation Counsel, the power of eminent domain shall be exercised to the 15 sq. ft. of land necessary to construct the aforementioned sewer line. The entire cost of the acquisition shall be borne by the developer.

Motion was seconded by Mr. Shaw and passed unanimously. Meeting adjourned at 9:00 P.M.

Respectfully submitted

Stephen Flanagan, Chairman

William Shaw

Arthur Cresci

mr

UNION CARBIDE CORPORATION 39 OLD RIDGEBURY ROAD, DANBURY, CT 06817-0001

RONALD S. WISHART
VICE PRESIDENT

December 2, 1988

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The Honorable Mayor Sauer
and Members of the Common Council
Danbury City Hall
155 Deer Hill Avenue
Danbury, CT 06810

Dear Mayor Sauer and Common Council Members:

On behalf of Union Carbide Corporation, I would like to commend you for establishing a Housing Partnership Program in Danbury. It seems to us that the Partnership Program can make a major contribution to increasing the availability and supply of affordable housing through the coordinated efforts of representatives of the public and private sectors.

As a corporate citizen we recognize the relationship between the availability of affordable housing and the health of a community. Therefore, we would like to offer a contribution to the City of twenty-five thousand dollars in support of the work of the Partnership. Decisions regarding the exact use of these funds would be left to the discretion of the members of the Housing Partnership. Our objective in making these funds available is to facilitate the efforts of the Partnership as the group begins to address the affordable housing issue.

Please let me know if this offer is acceptable to the City.

Sincerely,

Ronald S. Wishart
Public Affairs

RSW:djs

COMMUNICATION #69
Danbury Housing Partnership Act



CITY OF DANBURY
DANBURY, CONNECTICUT 06810

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DEPARTMENT OF POLICE
120 MAIN STREET

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

December 1, 1988

NOTICE

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

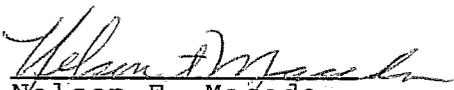
From: Chief Nelson F. Macedo

Subject: Donation of Portable Generator

Permission is respectfully requested to accept the donation of a small portable generator from Wick's Lumber Company on Mill Plain Road.

Wick's Lumber wishes to donate the generator to the Danbury Police Department for use by the Evidence Technicians and Emergency Services Unit as part of the company public relations program.

Thank you for your anticipated consideration of this request.


Nelson F. Macedo
Chief of Police

NFM:ks

Proposal to Appoint an Historic District Study Committee for Long Ridge Road

Section 7-147b of the State Statutes reads:

... a) The legislative body shall appoint or authorize the chief elected official to appoint an historic district study committee for the purpose of making an investigation of a proposed historic district . . .

Two years ago, Mayor Dyer appointed Imogene Heirith, John Riley, William Foley, Gene Erriquez and John Leopold to begin this work.

The statute requires that three alternates be appointed.

Suggested appointees include:

Paulette Pepin, President of the Preservation Trust

Joseph LeMoine, Long Ridge Road resident

Stephen Flanagan, former President of the Preservation Trust and councilman from the ward involved

All those previously appointed and those suggested as alternates are willing to serve.



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

DANBURY, CT 06810

December 6, 1988

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

Re: Sheridan Street Drainage Easement

Dear Mayor and Members of the Common Council:

The above issue represents a matter before a Common Council committee on November 17, 1986. At that time, that subcommittee reported a favorable recommendation to obtain an easement over private property for the purpose of perpetually maintaining storm drainage and sanitary sewer mains. That report was accepted by the Common Council at its December 2, 1986 meeting.

In the meantime, the owner of the private property involved has refused to grant the proposed easement to the City of Danbury which he had earlier agreed to do. As a result, it has become necessary to consider acquisition of this easement either by negotiation with the property owner or through an action in condemnation which must be approved by the Common Council.

For purposes of expediting this matter which has been pending for a long period of time, would you kindly refer this matter to the appropriate subcommittee with a report back to the Common Council at its next meeting for consideration of a

Re: Sheridan Street Drainage Easement
December 6, 1988

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resolution permitting negotiation and/or acquisition which resolution will be prepared for the next meeting by this office. Referral of this matter should be both to subcommittee and to the Planning Commission.

Should you have any questions on this in the meantime, please don't hesitate to call me.

Very truly yours,

Laszlo L. Pinter

Laszlo L. Pinter
Assistant Corporation Counsel

LLP:cr

Robert T. Resha, Esq.
Corporation Counsel