

COMMON COUNCIL MEETING AGENDA

DECEMBER 1, 1981

Meeting called to order at 8:00 O'Clock P.M. by his honor
Mayor James E. Dyer

PLEDGE OF ALLEGIANCE TO THE FLAG

PRAYER

ROLL CALL

Council Members - Elder, Gallo, McGarry, Foti, Torcaso, Eriquez,
Esposito, Repole, Zotos, Eppoliti, McManus, DaSilva, Torian,
White, Cassano, Charles, Boynton, Burke, Butera, Evans, Farah.

21 Present _____ Absent.

NOTICES FROM MAYOR DYER

CONSENT CALENDAR

The Consent Calendar was

Minutes of Common Council Meetings held on Nov. 5, 1981, Nov. 12th,
Nov. 16th, Nov. 18th, 1981.

The Minutes were

01

COMMUNICATION - Appointment of Corporation Counsel and Assistants and
Administrative Assistant to the Mayor.

The Communication was accepted and appointments confirmed.

02

CLAIMS John H. Anthony - Carl Ridgeway - Leah Gurock - Dr. Howard Glaser

The Claims were referred to the Claims Committee and Corporation
Counsel for Claims (Atty. West).

03

RESOLUTION - Funds for position of Coordinator of Environmental Health Services

The Resolution was

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DECEMBER 1, 1981

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04 ✓

RESOLUTION - Title XX Grant for Social Services.

The Resolution was

05 ✓

RESOLUTION - To strengthen coordination of refugee Health Assessment.

The Resolution was

06 ✓

RESOLUTION - Rental Housing Assistance

The Resolution was

07 ✓

RESOLUTION - Mortgage Rev. Bonds

The Resolution was

08 ✓

COMMUNICATION - Vacancy on Zoning Commission

The Communication was

09 ✓

COMMUNICATION - Air Controllers at Danbury Airport

The Communication was

010 ✓

COMMUNICATION - Acceptance of Monarch Rd. Ext.

The Communication was

011 ✓

COMMUNICATION - Request of Joseph Colla for corrective work on sewer easement on Padanaram Road.

The Communication was

012 ✓

COMMUNICATION - Request of Ervie S. Hawley, Jr. for sewers on Germantown Rd. (Germantown Plaza)

The Communication was

013 ✓

COMMUNICATION - Request of Bernard Ginty for Water on LaMar Rd. Lot #6

The Communication was

014

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014 ✓

COMMUNICATION - Danbury Commons Limited Partnership re: Sewer Maintenance Agreement.

The Communication was

015 ✓

COMMUNICATION - World-wide Realty Corp. - Water Line Ext.

The Communication was

016 ✓

COMMUNICATION - Concern & Needs in Welfare Department

The Communication was

017 ✓

COMMUNICATION - Request from DATAHR Inc. for a portable classroom

The Communication was

018 ✓

COMMUNICATION - Grant for WeCAHR

The Communication was

019 ✓

COMMUNICATION - Report from Director of Danbury Library re: Book collections

The Communication was

020 ✓

COMMUNICATION - Surplus Building at D.H.S.

The Communication was

021 ✓

COMMUNICATION - Request for transfer of funds to repair voting machines

&

CERTIFICATION

The Communication was accepted and transfer of funds authorized.

022 ✓

COMMUNICATION - Reclassification of Field person in Office of Assessor.

&

CERTIFICATION

The Communication was accepted and transfer of funds for the reclassification was authorized.

COMMON COUNCIL MEETING AGENDA

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023 ✓

COMMUNICATION - Request for transfer of funds to registrars for Referendum.
&
CERTIFICATION

The Communication was accepted and transfer of funds authorized.

024 ✓

COMMUNICATION - Request for funds for traffic light on Mill Plain-Kenosia Road
&
CERTIFICATION

The Communication was accepted and transfer of funds authorized.

025 ✓

COMMUNICATION - Funds for summer nutrition program
&
CERTIFICATION

The Communication was accepted and transfer of funds authorized.

026 ✓

COMMUNICATION - Request by Welfare Department for funds for Eviction
Coordination.

The Communication was

027 ✓

COMMUNICATION - Request for Tree Worker Ground Man.

The Communication was

028 ✓

COMMUNICATION - Appointments to Parks & Recreation Commission.

The Communication was accepted and appointments confirmed.

029 ✓

COMMUNICATION - Appointments to the Environmental Impact Commission.

The Communication was accepted and appointments confirmed.

030 ✓

COMMUNICATION - Appointments to Equal Rights & Opportunities Commission.

The Communication was accepted and appointments confirmed.

031 ✓

COMMUNICATION - Appointments to Airport Commission.

The Communication was accepted and appointments confirmed.

032 ✓
COMMUNICATION - Appointments to the Richter Park Authority.

The Communication was accepted and appointments confirmed.

033 ✓
COMMUNICATION - Report of Water Abatements

The Communication was accepted as submitted.

034 ✓
DEPARTMENT REPORTS

- | | |
|--|--------------------|
| Health Inspector | Fire Chief |
| Housing Inspector | Sealer of Weights |
| Coordinator of Blood Pressure Program | Airport Commission |
| Coordinator of Risk Reduction Program | Building Inspector |
| Coordinator of Environmental & Occupational Health Services | |
| Danbury Police Department Accident Statistics | |
| Director & Compliance Officer of Commission on Equal Rights etc. | |
| Fair Housing Compliance Officer | |

A motion was made by _____ & seconded by _____ to dispense with reading Department Reports as all members have copies which are also on file in the Office of the City Clerk for public inspection. Said Reports to be accepted as submitted.

AD HOC COMMITTEE REPORTS

035
REPORT & ORDINANCE ✓
Re: Tax Relief for the Elderly.

The Report was accepted and the Ordinance was adopted.

036
REPORT & ORDINANCE ✓
Re: Membership of Commission on Aging.

The Report was accepted and the Ordinance was adopted.

037
REPORT & ORDINANCE ✓
Re: Special Assessments on Improvements.

The Report was accepted and the Ordinance was adopted.

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038

REPORT ✓

Re: Lease at Hatters Community Park

The Report was accepted and the Lease was approved.

039

REPORT & CERTIFICATION ✓

NOT submitted, paperwork is still in file
Re: Transfer of funds to Veterans Advisor

The Report was accepted and transfer of funds authorized.

040

REPORT

Not submitted
Re: Land Acquisition Committee

The Report was

041

COMMUNICATION ✓

- Request for committee re: artesian wells.

The Communication was

42 ✓ Danbury Airways - proposed sublease

43 ✓ Channel Six

PUBLIC SPEAKING SESSION

There being no further business to come before the Common Council,
a motion is made by _____ & seconded by _____ for the
meeting to be adjourned at _____ O'Clock P.M.

COMMON COUNCIL MEETING CONSENT CALENDAR 12/1/81

- 03 - Resolution - Funds for position of Coordinator of Environmental Health Services.
- 04 - Resolution - Title XX Grant for Social Services.
- 21 - Communication & Certification - Funds to repair voting machines.
- 22 - Communication & Certification - Reclassification of Field Person in Office of Assessor.
- 23 - Communication & Certification - Transfer of funds for Referendum.
- ~~24 - Communication & Certification - Funds for traffic light - Mill Plain & Kenosia Road.~~
- 25 - Communication & Certification - Funds for summer nutrition program.
- ~~33 -~~ *Walter A. ...*
- 035 - Report & Ordinance - Tax Relief for Elderly.
- 036 - Report & Ordinance - Membership of Commission on Aging.
- 037 - Report & Ordinance - Special Assessments on Improvements.
- 038 - Report - Lease at Hatters Community Park.
- ~~039 - Report & Certification - Transfer of Funds to Veterans Advisor.~~



CITY OF DANBURY
OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

JAMES E. DYER
MAYOR

December 1, 1981

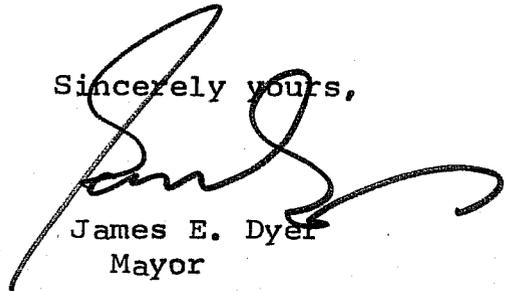
Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members:

I hereby make the following appointments:

Corporation Counsel - Attorney Theodore H. Goldstein
Assistant Corp. Counsel for Claims - Attorney Thomas G. West
Assistant Corp. Counsel for Planning
and Zoning - Attorney Thomas Frizzell
Assistant Corp. Counsel for conflicts - Attorney Sandra Leheny
Assistant Corp. Counsel - Attorney Eric Gottschalk
Administrative Assistant to the Mayor - Mr. Robert Steinberg.

Sincerely yours,



James E. Dyer
Mayor

JED/mr

LAW OFFICES
COHEN & KESSLER

SIXTY TWO BRIDGE STREET

POST OFFICE BOX 427

NEW MILFORD, CONNECTICUT 06776

HARRY COHEN
MURRAY J. KESSLER*

TELEPHONE
354-4488, 354-5593
AREA CODE 203

*REGISTERED PATENT ATTORNEY

December 1, 1981

City Clerk
City of Danbury
155 Deerhill Avenue
Danbury, CT 06810

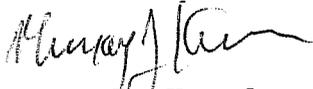
NOTICE OF INJURY

This is to amend the notice of injury dated November 6, 1981 regarding Leah Gurock of 254 Paul Street, Danbury, Connecticut, who was injured on October 15, 1981 at about 1:35 p.m. on the sidewalk in front of 196 Main Street, Danbury, Connecticut.

In addition to the injuries set forth on the notice of injury dated November 6, 1981, Mrs. Gurock was also injured in her right wrist and arm resulting in numbness, abrasions, and severe strain.

This office has been contacted by Mr. Richard Kendall of the Hartford Insurance Group regarding the initial notice of injury. Please forward this amendment to Mr. Kendall.

Very truly yours,


Murray J. Kessler

MJK/slw

cc: Mr. and Mrs. Gurock

ORAL AND MAXILLOFACIAL SURGERY ASSOCIATES, PC

HOWARD S. GLASER, D.D.S.
ANDREW M. RAGONA, D.D.S.

DORRANCE T. KELLY, D.D.S.
ANTHONY M. CUOMO, D.D.S.

November 19, 1981

Mrs. Betty Crudginton
City Clerk
City Hall
Danbury, Conn. 06810

Dear Mrs. Crudginton,

On October 21, 1981, while driving to my office it was necessary for me to take a detour as there was sewer work going on on Osborne Street.

While traveling on Olive Street, a tractor trailer truck coming up Springside Avenue cut me off and forced me over to the right side of the road. There is a depressed sewer area on the corner with a sharp concrete corner and my right front wheel was cut and the tire was split where I hit this concrete area.

Enclosed are the copies of the police case number, the invoice for the tire replacement and the bill for road service to change the tire.

Per our conversation, I appreciate your submitting to the City Claim office for consideration.

Thank you very much.

Sincerely,



Howard S. Glaser D.D.S.

HSG/lm



MICHELIN

ARMSTRONG COOPER
CONTINENTAL
FIRESTONE GOODYEAR

ACE TIRE CO. INC.
361 ETHAN ALLEN HWY. - RT. 7
RIDGEFIELD, CONN. 06877
PHONE: (203) 438-4042 • 438-9902

010001

COMPLETE TUNE UP SERVICE
TIRES - TUBES - BATTERIES - RECAPPING - TRUCK
TIRE SERVICE - WHEEL ALIGNMENT - DYNAMIC -
COMPUTER BALANCING - TWIN-I-BEAM BENDING
COMPLETE BRAKE SERVICE - GUARANTEED EXHAUST
SYSTEMS.

**TOTAL AUTO SERVICE
FOREIGN AND DOMESTIC**

TO: *Dr. Glaser*
ADDRESS:

DATE: *10-27-81*

PHONE:

SOLD BY: CASH CHECK STATE CHARGE CREDIT CARD ZIP PAID ON ACCT. PROMISED BY: MDSE. RET'D PAID OUT

MAKE: *77 Audi 500* LICENSE: *UM 1817* MILEAGE: *48,240*

QUANTITY	DESCRIPTION	FEDERAL EXCISE TAX		UNIT PRICE	AMOUNT
		UNIT	TOTAL		
<i>1</i>	<i>185/70 x 14 YZX70mir</i>	<i>2</i>	<i>06</i>	<i>70.00</i>	<i>72.06</i>
<i>1</i>	<i>computer balance</i>				<i>4.00</i>
	<i>Align Front End set center steering</i>				<i>23.95</i>

I hereby authorize the above repair work to be done along with necessary materials. You and your employees may operate above vehicle for purposes of testing, inspection or delivery at my risk. An express mechanic's lien is acknowledged on above vehicle to secure the amount of repairs thereto. You will not be held responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, accident or any other cause beyond your control.

AUTHORIZED BY: _____

RECEIVED BY: _____

*PAID 11/4/81
4382*

TOTAL EXCISE TAX	
SUBTOTAL	<i>100.01</i>
SALES TAX	<i>5.40</i>
TOTAL	<i>105.41</i>

Date 10/21/81

Case No. 81-30326

This card will assist the Danbury Police Department in providing more efficient service to you in the proper disposition of your case. Please refer to the Date, Case Number, and Name of Officer, in all future correspondence with the Danbury Police Department.

797-4614

Officer

R. Finkel

LAW OFFICES
COHEN & KESSLER

SIXTY TWO BRIDGE STREET

POST OFFICE BOX 427

NEW MILFORD, CONNECTICUT 06776

HARRY COHEN
MURRAY J. KESSLER*

TELEPHONE
354-4488, 354-5593
AREA CODE 203

*REGISTERED PATENT ATTORNEY

November 6, 1981

City Clerk
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

RECEIVED

Elizabeth Caudgent
OFFICE OF CITY CLERK
NOV 9 1981

NOTICE OF INJURY

This is to serve notice to the city of Danbury, pursuant to the Connecticut General Statutes that Leah Gurock of 254 Paul Street, Danbury Connecticut was injured on October 15, 1981 at about 1:35 pm on the sidewalk in front of 196 Main Street, Danbury Connecticut.

Said injury was caused by a defect in the sidewalk, said defect being that a section of the walk was cracked and raised causing Mrs. Gurock to trip and sustain injuries to her head resulting in stitches, concussion dizziness, and abrasions, and to her left hand wrist and arm resulting in numbness, cuts abrasions and severe strain.

Mrs. Gurock will look to the city to recover damages caused by said defect in the sidewalk.

Very truly yours,

Murray J. Kessler
Murray J. Kessler
Attorney at Law

MJK:slp

Danbury, Connecticut

November 3, 1981

NOTICE TO:

CITY OF DANBURY
TOWN CLERK AND CITY CLERK
DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

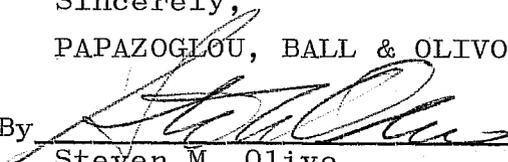
TO WHOM IT MAY CONCERN:

I hereby give you notice of injuries sustained by CARL RIDGEWAY of 28 Mountainville Avenue, Danbury, Connecticut, the particulars of which are as follows:

PERSON INJURED	Carl Ridgeway
DATE OF INJURIES	Tuesday, October 6, 1981
TIME	Approximately 11:45 a.m.
CAUSE	Large window in cafeteria at the Danbury High School shattered, hitting Carl Ridgeway. No safety glass or barrier to protect window.
INJURIES	Laceration and tendon or ligament damage to hand.

Carl Ridgeway will look to the City of Danbury for damages as provided for by law.

Sincerely,
PAPAZOGLU, BALL & OLIVO

By 
Steven M. Olivo
His Attorney

PHONE 743-6316
743-6317
743-6318
AREA CODE 203

PAPAZOGLU, BALL & OLIVO
ATTORNEYS-AT-LAW
66 WEST STREET
DANBURY, CONNECTICUT

GEORGE PAPAZOGLU
DAVID P. BALL
STEVEN M. OLIVO

PLEASE REPLY TO:
P. O. BOX 367
DANBURY, CT. 06810

November 3, 1981

City of Danbury
Town Clerk
City Hall
Deer Hill Avenue
Danbury, CT 06810

ATTENTION: Michael Seri
Town Clerk

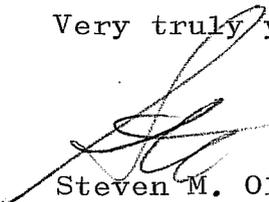
Dear Mr. Seri:

RE: CARL RIDGEWAY VS. CITY OF DANBURY

Enclosed is a Notice of Damages with regard to the above matter. Please return the duplicate copy acknowledging receipt to this office.

Thank you.

Very truly yours,


Steven M. Olivo

SMO/ep
Enclosures

cc: Elizabeth Crudginton
City Clerk
City of Danbury
Danbury, Connecticut

John H. Anthony
17 Crown Street
Danbury, CT 06810
November 20, 1981

Ms. Elizabeth Crudginton
City Clerk
Danbury Town Hall
Danbury, CT 06810

RECEIVED

NOV 23 1981

OFFICE OF CITY CLERK

Dear Ms. Crudginton:

The purpose of this letter is to officially notify the City of Danbury of an accident which occurred on our street involving Mr. Eugene Tomanio, an employee of the Danbury Fire Department, and our son Joshua.

The accident occurred on August 21. Mr. Tomanio was heading *NORTH* on Crown Street that afternoon. He observed an ice cream truck parked alongside the street with children around which immediately caused him to slow down. It was very fortunate that he did because our son Josh, anxious to get an ice cream and needing more money, ran across the road without looking and was hit by Mr. Tomanio. Josh was shaken up but appeared to be alright. Just to make sure, Mr. Tomanio and Mr. Anthony drove him to the emergency room at the Danbury Hospital in Mr. Tomanio's vehicle. Joshua was alright.

Mr. Tomanio informed us that the City of Danbury would be willing to pay for the hospital fees through the city's insurance. The bill has already been submitted to Mr. Tom Fabiano who asked us to let you know officially of this incident.

If there are any questions, our phone number is 792-6908. We thank you for your cooperation.

Sincerely,

John H. Anthony
John H. Anthony

ra

TYPE OF BILL	DATE OF BILL	DATE OF PREV. BILL
FINAL	08/21/81	
OUTP.		

HOSPITAL AVENUE,
DANBURY, CONN.
203 797-7348
FEI # 06-0646597

06810

BIRTH-DATE
10/02/71

HOSP. NO.

REG	E	PATIENT NAME	PATIENT NUMBER	SEX	AGE	ADMISSION DATE
		ANTHONY, JOSHUA	916410	M	9	08/16/81

GUARANTOR NAME AND ADDRESS	JOHN ANTHONY 17 CROWN ST DANBURY, CT, 06810
----------------------------	---

INSURANCE COMPANY NAME	GROUP NUMBER	POLICY NUMBER

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT.

AMOUNT OF PAYMENT	
-------------------	--

DATE LISTED	DESCRIPTION OF HOSPITAL SERVICES	SERVICE CODE	HOSPITAL CHARGES	EST. COVERAGE INS. CO. NO. 1	PATIENT AMOUNT
DETAIL OF CURRENT CHARGES, PAYMENTS AND ADJUSTMENTS					
8/16	EMERGENCY SERVICE	6100005	42.00		42.00
8/16	XRY PLVS/HIP CHLD	5173540	70.00		70.00
SUMMARY OF CHARGES					
	61 EMER ROOM	450	42.00		42.00
	51 RADIOL-DIAG	420	70.00		70.00
SUB-TOTAL OF CHARGES			112.00		112.00
TOTALS			112.00		112.00

PATIENT NUMBER	916410	PLEASE REFER TO PATIENT NUMBER ON ALL INQUIRIES AND CORRESPONDENCE	ADDITIONAL PATIENT BILLING MAY BE NECESSARY FOR ANY CHARGES NOT POSTED WHEN THIS BILL WAS PREPARED. FOR THE INSURANCE CARRIERS DO NOT PAY ANY PART OF THE AMOUNTS SHOWN UNDER ESTIMATED INSURANCE COVERAGE.	PAY THIS AMOUNT	112.00
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DANBURY HOSPITAL
DANBURY, CONN.

MC6

RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

December 1 A. D., 19 81



RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Connecticut State Department of Health has made funds available to municipalities in accordance with Section 19-75b of the Connecticut General Statutes to partially fund the position of the Coordinator of the Environmental Health Services; and

WHEREAS, the City of Danbury through the Danbury Health Department has formulated a program to promote health and an optimal environment for health in the City of Danbury; and

WHEREAS, a continuation grant request of \$11,861 with no local match requirement has been processed by the Danbury Health Department;

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



CITY OF DANBURY
CITY HALL
DANBURY, CONN. 06810

Welfare Department
797-4569

November 18, 1981

Mayor James E. Dyer and
Members of the Common Council
City Hall
155 Deer Hill Avenue
Danbury, Connecticut 06810

Dear Mayor Dyer and Members of the Common Council,

Please find attached a copy of a Resolution resolved on June 2, 1981. It is necessary at this time to modify said resolution in order to validate our contract with the State of Connecticut Department of Human Resources. Attached also, is the modified resolution as it should read.

Thank you for your cooperation and attention

Sincerely,


Deborah A. MacKenzie
Acting Director

DAM:ab

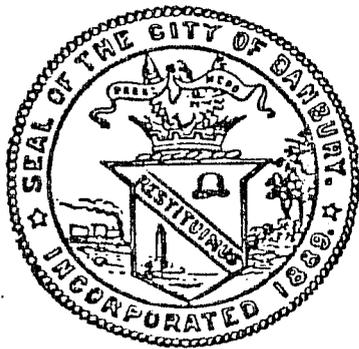
RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

June 2, 1981

A. D., 19

RESOLVED by the Common Council of the City of Danbury:



That Mayor James E. Dyer of the City of Danbury, be authorized to execute any contracts or agreements with the State of Connecticut, Department of Social Services, regarding said Title XX grant for the fiscal year 1981-1982, not to exceed a billing of \$63,728.

CERTIFICATION

I Elizabeth Crudginton, City Clerk of the City of Danbury, do hereby certify that the above Resolution is a true copy of the original Resolution passed by the Common Council of the City of Danbury on June 2, 1981 and has not been rescinded or modified in any way as of this date.

Attest:

Elizabeth Crudginton
Elizabeth Crudginton
City Clerk

Dated at Danbury, Connecticut this 17th day of November, 1981.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

December 1, _____ A. D., 19⁸¹

RESOLVED by the Common Council of the City of Danbury:

That James E. Dyer, Mayor of the City of Danbury is hereby authorized to make application to the State of Connecticut Department of Human Resources for a State grant under Title XX of the Social Security Act, 42 U.S.C. 1302 and 42 U.S.C. 1397a, in reimbursement for monies expended by the City during the fiscal year ending June 30, 1982 for social services under the terms of the Title XX contract.

The Mayor of the City of Danbury is further authorized to execute any contracts or agreements with the State of Connecticut Department of Human Resources regarding said Title XX grant for the fiscal year 1981-1982, and to execute any other documents pertaining thereto.

CERTIFICATION

I, Elizabeth Crudginton, City Clerk of the City of Danbury, do hereby certify that the above Resolution is a true copy of the original Resolution passed by the Common Council of the City of Danbury, on December 1, 1981.

Attest: _____

Elizabeth Crudginton
City Clerk

Dated at Danbury, Connecticut this _____ day of _____ 1981.

PERSONAL SERVICE AGREEMENT

STATE OF CONNECTICUT

CO-602A REV. 7/78
(Stock No. 6938-170-01)

Prepare in quintuplicate.

The named parties hereby enter into agreement subject to the terms and conditions stated herein and subject to the availability of appropriated funds.

Original Amer

CONTRACTOR		NAME AND ADDRESS OF CONTRACTOR (Enter Social Security No., if applicable)																	
STATE AGENCY		Danbury Department of Health, 251 Main St., Danbury, Connecticut 06810								AGENCY NO. 4001		IDENTIFICATION P.S.#							
CONTRACT PERIOD		FROM (Date) 10/1/81		THROUGH (Date) 9/30/82		INDICATE													
						<input type="checkbox"/> Master Agreement		<input type="checkbox"/> Contract Award		No. _____		<input checked="" type="checkbox"/> N							
CANCELLATION CLAUSE		This contract shall remain in full force and effect until cancelled by either party giving the other party written notice of such intention (Required days notice specified at right)								Required No. of days written notice: _____									
COMPLETE DESCRIPTION OF SERVICE (Include special provisions. Use additional blank sheets of same size if required)		<p>CONTRACTOR AGREES TO</p> <ol style="list-style-type: none"> 1. Assist in identifying newly arriving and already resettled refugees who may need services. 2. Assist in planning, organizing, implementing and evaluating public health and personal health activities including outreach directed to refugees. 3. Provide a timely and comprehensive health assessment of public health problems and other personal health problems which might affect the achievement of self sufficiency, utilizing guidelines provided by Department of Health Services, included herein, as may be subsequently revised. 4. Establish adequate referral and follow-up systems to ensure that health services are provided once health problems have been identified. (contd.) 																	
COST AND SCHEDULE OF PAYMENTS		PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICE																	
		Cost not to exceed \$3,500.00 for Fiscal Year 1981-82. Payment will be made upon final approval of the grant.																	
STATE USE ONLY		STATUTORY AUTHORITY		ACCTG. CLASS TO WHICH CHARGED		YEAR		FUND		AGENCY		SP. ID.		FUNC.		ACTIVITY		CHAR. & OB	
		Section 4-8 Section 19-10				81-82		0		4001		934		12		7		5 3	
CORPORATE SEAL EXECUTIVE ORDERS		<p>This contract is subject to the provisions of Executive Order No. 3 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. 3, 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. 3 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The contractor, agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3, 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. This contract is also subject to provisions of Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. 17, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. 17 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance regard to listing all employment openings with the Connecticut State Employment Service.</p>																	
NON-DISCRIMINATION CLAUSE		<p>The contractor agrees and warrants that in the performance of this contract he 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 by such contractor that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or of the State of Connecticut, and 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 contractor as relate to the provisions of Sec. 4-114a of the Connecticut General Statutes, as amended.</p>																	
INSURANCE		<p>The contractor agrees that while performing duties specified in this contract that he shall carry sufficient insurance (liability and/or other) according to the nature of the work to be performed to "save harmless" the State of Connecticut from any insurable cause what-so-ever. Certificates of some are to be filed with the agency prior to the performance of services if requested.</p>																	
STATE LIABILITY		<p>The State of Connecticut assumes no liability for payment under the terms of this agreement until said contractor is notified that said agreement has been approved by the office of Policy and Management (OPM) or Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.</p>																	
ACCEPTED		CONTRACTOR (Owner or authorized)				TITLE				DATE									
		James Dyer, Mayor of Danbury																	
		AGENCY (Authorized Official)				TITLE				DATE									
APPROVALS		SIGNED (Office of Policy & Mgmt./Dept. of Admin. Services)				TITLE				DATE									
		ATTORNEY GENERAL (As to form)								DATE									

5. Assist in developing a coordination and reporting system in conjunction with the Department of Health Services and the local directors of health which will adequately inform interested parties about the completeness of the health assessment and the solution of health problems. The Department of Health Services will record the arrival of all incoming refugees on a word processor and will develop a refugee health monitoring document.
6. Payment from the state will be made in advance as rapidly as the state can make it available.
7. Document the extent of public health and personal health problems among refugees and to document the need for assistance in addressing these health problems, so that this information can be gathered on a quarterly basis for the coordinator.
8. Provide for an audit acceptable to the grantor in accordance with the provisions of Section 7-396a of the Connecticut General Statutes.
9. Supply employment/affirmative action information as required for agency compliance with Titles II and VII of the Civil Rights of 1964 and Connecticut Statutes, Sections 4-61d and 4-61s.
10. Warrants that it has complied, and shall continue to comply, with all provisions of local, state and federal laws and regulations in connection with this program. Any noncompliance with said laws and regulations shall be deemed a breach of this agreement.
11. Agrees that the state agency shall have the right to inspect, to the extent deemed necessary by the state agency, all work in connection with this program.
12. The Department of Health Services reserves the right to withhold or reclaim an amount up to ten percent (10%) of the total grant award (contract price) at any time up to and including the 60th day before the end of the grant (contract) period in the event that (1) the Governor, the General Assembly or the Office of Policy and Management rescinds, reallocates or, in any way, reduces the total amount budgeted for the operation of the Department of Health Services during the fiscal year for which such funds are withheld; or, (2) federal funding reductions result in reallocation of funds within the Department of Health Services.

I, _____
(Name and Title of Certifying Official)

of _____
(Name of Corporation)

a corporation organized and existing under the laws of the State of _____,
hereby certify that the following is a true copy of a resolution adopted at a meeting
of the Board of Directors of said corporation, duly held on the _____ day
of _____ 19____:

"RESOLVED that Mayor James E. Dyer
(Name of authorized person)

is authorized to make, execute and approve on behalf of this corporation,
any and all contracts or amendments thereof with the Connecticut State
Department of Health to strengthen coordination of refugee health assess-
(Purpose of Contract)
ment within the Greater Danbury area."

AND I DO FURTHER CERTIFY that the above resolution has not been in any wise
altered, amended or repealed, and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal
of said _____
(Name of Corporation)

this _____ day of _____ 19____.

(Signature of Certifying Official)

(Typed or Printed Name)

(Title)

Housing Authority of the City of Danbury

P. O. Box 86
2 MILL RIDGE ROAD
DANBURY, CONNECTICUT 06810
TEL: AREA CODE 203
744-2500

ROBERT J. DORAN, CHAIRMAN
WILLIAM F. SHEA, VICE-CHAIRMAN
SYDNEY ROSSI
ARTHUR F. ERHARDT

JAMES J. MCKENNEY, EXECUTIVE DIRECTOR

CERTIFIED A TRUE COPY OF A RESOLUTION DULY ADOPTED BY THE HOUSING AUTHORITY OF THE CITY OF DANBURY AT A MEETING OF ITS COMMISSIONERS ON NOVEMBER 6, 1981 AND WHICH HAS NOT BEEN RESCINDED OR MODIFIED IN ANY WAY WHATSOEVER.

Nov. 9, 1981

DATE

James J. McKenney
SECRETARY

(SEAL)

RESOLUTION #230

BE IT RESOLVED, THAT THE HOUSING AUTHORITY OF THE CITY OF DANBURY AUTHORIZES THE CONNECTICUT DEPARTMENT OF HOUSING TO ADMINISTER A PROJECT OF RENTAL HOUSING ASSISTANCE UNDER SECTION "8" OF TITLE II OF THE UNITED STATES HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, (PUBLIC LAW 93-383, AS AMENDED).

THIS PROJECT WILL BE THE RESULT OF A REHABILITATION PROGRAM FOR A BUILDING ON MAIN STREET IN DANBURY, CONN.

6

GUIDE FORM FOR CERTIFIED RESOLUTION
OF MUNICIPALITY ON SECTION 8 HOUSING

Certified a true copy of a resolution duly adopted by the City of Danbury at a meeting of its Common Council on Dec. 1, 1981 and which has not been rescinded or modified in any way whatsoever.

December 3, 1981

DATE

SEAL

CLERK

Pursuant to Section 8-120 of the Connecticut General Statutes, the Governing Body of the City of Danbury hereby authorizes the Connecticut Department of Housing to administer a project of rental housing assistance under Section 8 of Title II of the United States Housing and Community Development Act of 1974 (Public Law 93-383, as amended).

DATED: December 1, 1981

6

GUIDE FORM FOR CERTIFIED RESOLUTION
OF MUNICIPALITY ON SECTION 8 HOUSING

Certified a true copy of a resolution duly adopted by the City of Danbury at a meeting of its Common Council on _____ and which has not been rescinded or modified in any way whatsoever.

DATE

SEAL

CLERK

Pursuant to Section 8-120 of the Connecticut General Statutes, the Governing Body of the City of Danbury hereby authorizes the Connecticut Department of Housing to administer a project of rental housing assistance under Section 8 of Title II of the United States Housing and Community Development Act of 1974 (Public Law 93-383, as amended).

DATED: _____



CITY OF DANBURY

THEODORE H. GOLDSTEIN,
CORPORATION COUNSEL

OFFICE OF THE CORPORATION COUNSEL
DANBURY, CT 06810

ERIC L. GOTTSCHALK
THOMAS A. FRIZZELL
THOMAS G. WEST
ASSISTANT CORPORATION
COUNSEL

December 1, 1981

PLEASE REPLY TO:

DANBURY, CT 06810

Hon. James E. Dyer
and
Hon. Members of the Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut

Re: Mortgage Revenue Bonds

Dear Mayor and Council Members:

Please find enclosed a resolution prepared by the Community Development Corporation in connection with the proposed Mortgage Revenue Bond Program. If you have any questions after you have reviewed this document, please feel free to contact me.

Respectfully submitted,

A handwritten signature in cursive script that reads "Eric L. Gottschalk".

Eric L. Gottschalk
Assistant Corporation Counsel **CR**

ELG:cr

Attachment

RESOLUTION AUTHORIZING THE
ISSUANCE OF CITY OF DANBURY
SINGLE FAMILY MORTGAGE REVENUE BONDS

WHEREAS, it is hereby found that as a result of the continuing increases in construction and rehabilitation costs, municipal taxes, heating and electricity expenses, maintenance and repair expenses and the cost of land, low and moderate income families and persons in Danbury are unable to purchase, rehabilitate and maintain decent, safe and sanitary housing which provides an opportunity for home ownership either directly or through a condominium or cooperative form of ownership; and

WHEREAS, it is found that the inability of such families and persons to purchase and hold housing in Danbury results in the decline of new housing and in the decay of the existing housing stock and of existing neighborhoods with attendant increases in municipal costs for welfare, police and fire protection; and

WHEREAS, the decline in new housing, together with the decay of existing housing stock, has produced a critical shortage of adequate housing in Danbury, adversely affecting the economy of the State and Danbury and the well being of its residents; and

WHEREAS, private enterprise, without the assistance of the Municipal Housing Finance Assistance Act cannot achieve the construction or rehabilitation of sufficient housing for low and moderate income families and persons; and

WHEREAS, the alternative of forcing such families and persons to live in substandard housing is not desirable since it tends to decrease the interest of such families and persons in their communities, the maintenance of their property and the preservation of their neighborhoods; and

WHEREAS, it is further found and declared that unless the supply of housing and the ability of low and moderate income families and persons to obtain mortgage financing is increased significantly and expeditiously, a large number of residents of Danbury and the State's other municipalities will be compelled to live in unsanitary, over-crowded and unsafe conditions to the detriment of the health, welfare and well-being of these persons and of the whole community of which they are a part; and

WHEREAS, it is found that by increasing the housing supply of Danbury and of the State and the ability of low and moderate income families and persons to obtain mortgage financing, the clearance, replanning, development and redevelopment of blighted areas will be aided, and the critical shortage of adequate housing will be ameliorated; and

WHEREAS, it is found and declared that the cost of mortgage financing is a major factor materially affecting the supply and cost of housing and that, notwithstanding the past and present efforts of government agencies and instrumentalities, both State and Federal, there continues to exist a serious shortage of low interest mortgage financing available to low and moderate income families and persons in Danbury and this State; and

WHEREAS, there currently exists an inadequate amount of mortgage financing available from lending institutions at a rate which is low enough to permit low and moderate income families and persons to finance safe, decent and sanitary housing within the City of Danbury; and

WHEREAS, it is found that a public purpose is served by encouraging the development of a balanced community of all income levels in the urban areas of Danbury; and

WHEREAS, it is the City's intention to issue single family mortgage revenue bonds for the purpose of providing mortgage financing for single family residences in the City;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS

Section 1. The Findings.

(a) That this Council hereby adopts the above mentioned findings and determinations.

(b) That this Council hereby adopts the Municipal Housing Finance Assistance Plan attached hereto.

Section 2. The Plan Administrator. That the Mayor is authorized to execute a contract with Community Development Corporation in substantially the same form and content as that presented to and reviewed by this Council's Economic Development and Housing Committee.

Section 3. The Resolution. This Resolution is adopted under the authority of Chapter 137a of the General Statutes of Connecticut, as in effect on the date hereof, and the charter of the City.

Section 4. The Municipal Housing Finance Assistance Plan; Approval of Agreement.

(a) The City Council authorizes and adopts the Municipal Housing Finance Assistance Plan for the City of Danbury (the "Plan") to be in effect with respect to the Bonds (as hereinafter defined), a copy of which Plan is attached hereto as Exhibit A and which is hereby incorporated within this Resolution and made a part hereof. The form of the Origination and Service Agreement shall be in form and substance satisfactory to the Mayor and is hereby approved and the Mayor is hereby authorized to execute and deliver the same as he shall deem appropriate and as shall not be inconsistent with the terms of this Resolution.

(b) The Plan may be amended from time to time by resolution of the City Council.

Section 5. The Bonds.

(a) In order to provide funds with which to finance the implementation of the Plan, there shall be issued single-family mortgage revenue bonds (the "Bonds") in the amount and subject to the conditions hereinafter provided.

(b) The Bonds shall be issued pursuant to and secured by a Bond Indenture, in form and substance satisfactory to the Mayor. The City Council hereby approves the aforesaid form of the Bond Indenture and authorizes the Mayor to execute and deliver the same with such modifications, insertions, additions and deletions as he shall deem appropriate and as shall not be inconsistent with the general terms thereof nor inconsistent with the terms of this Resolution.

(c) The total principal amount of the Bonds shall be \$20,000,000. The Bonds shall be designated "City of Danbury Single-Family Mortgage Revenue Bonds (Series 1981)," shall be dated as of December 15, 1981, shall mature on December 15, 2011, shall be subject to mandatory sinking fund redemptions and shall bear interest payable on December 15 and June 15 of each year, commencing on June 15, 1982, until paid. The Mayor is hereby designated and empowered to determine the form, rates of interest and any other particulars of the Bonds in any manner not inconsistent with this Resolution.

(d) The Bonds shall be executed on behalf of the City by the manual or facsimile signatures of the Mayor and the Treasurer of the City, coupons if any shall bear the facsimile signature of the Treasurer, and shall have impressed or imprinted thereon the official seal of the City (or a facsimile thereof). In case any officer of the City whose signature or whose facsimile signature shall appear on the Bonds or coupons shall cease to be such officer before the delivery of the Bonds, such signature or the facsimile signature thereof shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery.

(e) THE BONDS SHALL BE SPECIAL OBLIGATIONS OF THE CITY AND SHALL NOT BE PAYABLE FROM NOR CHARGED UPON ANY FUNDS OTHER THAN THE REVENUES PLEDGED TO THE PAYMENT THEREOF, NOR SHALL THE CITY BE SUBJECT FOR ANY LIABILITY THEREON EXCEPT TO THE EXTENT OF SUCH PLEDGED REVENUES, INCLUDING THE ADDITIONAL RESERVE FUND ESTABLISHED UNDER THE PLAN. NO HOLDER OF ANY OF THE BONDS SHALL HAVE THE RIGHT TO COMPEL ANY EXERCISE OF THE TAXING POWER OF THE MUNICIPALITY TO PAY ANY BOND OR THE INTEREST THEREON, NOR TO ENFORCE THE PAYMENT THEREON AGAINST ANY PROPERTY OF THE CITY EXCEPT THE PROPERTY MORTGAGED OR OTHERWISE ENCUMBERED HEREUNDER OR UNDER THE AGREEMENT OF THE BOND INDENTURE OR FOR THE PURPOSES HEREOF OR THEREOF (THE "MORTGAGED PROPERTY"). THE BONDS SHALL NOT CONSTITUTE A CHARGE, LIEN OR ENCUMBRANCE, LEGAL OR EQUITABLE, UPON ANY PROPERTY OF THE CITY, EXCEPT THE MORTGAGED PROPERTY. THE SUBSTANCE OF SUCH LIMITATION SHALL BE STATED ON THE FACE OF EACH BOND.

(f) The Bonds may be sold by the Mayor at private sale or at public sale upon sealed proposals on the basis of lowest net interest cost to the City, provided that if the Bonds are sold at private sale the Mayor shall retain a financial advisor, which shall be a nationally recognized investment banking firm and ineligible to purchase the Bonds, to review the proposed financing. Subject to the provisions hereof, the Bonds may be sold at such price as the Mayor may determine. The Bonds shall be authenticated by the Trustee appointed under the Bond Indenture and be approved as to their legality by Bond Counsel.

Section 6. Covenants in Bond Indenture. The covenants of the City included in the Bond Indenture shall be incorporated herein, subject to any amendment, modification, defeasance or discharge of any or all of such covenants.

Section 7. Application of Proceeds; Investments. The proceeds from the sale of the Bonds shall be applied, and, to the extent not needed for immediate use or disbursement, may be invested, in accordance with the provisions of the Bond Indenture. Securities held in the Capital Reserve Fund established under the Bond Indenture shall be valued as provided therein.

Section 8. Defeasance. Upon the discharge of the lien of the Bond Indenture pursuant thereto, then and in that case this Resolution and the right, title and interest of the holders of the Bonds in the revenues derived from the mortgage loans made pursuant to the Origination and Service Agreement and the Bond Indenture shall cease, determine and become void. Otherwise this Resolution shall remain in full force and effect so long as any Bonds remain outstanding, as such term is defined in the Bond Indenture.

Section 9. Timing of Sale. The timing of the sale of the Bonds shall be coordinated with the State Treasurer in order to avoid conflicts with bond sales scheduled by the State or any agency or instrumentality thereof.

Section 10. Validity of Bonds. The validity of the Bonds may be contested only if an action, suit or proceeding contesting such validity is commenced within thirty (30) days after the publication of this Resolution in a newspaper having general circulation in the City. Such publication shall occur within twenty-one days of the passage of this Resolution by the City Council.

Section 11. Appointment of Underwriters. Matthews & Wright, Inc., Shearson/American Express, Inc., The Connecticut Bank And Trust Company and Berkeley Capital Corporation are hereby appointed as underwriters with respect to the issuance of the Bonds.

Section 12. Financial Advisor. Dean Witter Reynolds Inc. is hereby appointed as financial advisor with respect to the issuance of the Bonds.

Section 13. Effective Date. This Resolution shall take effect upon its adoption by the City Council.

MUNICIPAL HOUSING FINANCE ASSISTANCE PLAN
FOR THE CITY OF DANBURY

In accordance with Chapter 137a of the Connecticut General Statutes, Revision of 1958, as amended (Sec. 8-300, et seq.) (the "Act") the following is the Municipal Housing Finance Assistance Plan for the City of Danbury (the "Plan").

- I. Introduction. The purpose of the housing program as described herein is to provide the financing of mortgage loans to primarily low and moderate income persons and families for the purposes of the purchase and the rehabilitation of housing within the boundaries of the City of Danbury (the "City"). Such financing will be provided through the issuance of tax-exempt revenue bonds. Community Development Corporation ("CDC") shall be the Plan Administrator and shall have primary responsibility for the effectuation of the Plan, as set forth below. Mortgages will be originated pursuant to an Origination and Service Agreement, dated as of December 15, 1981.

- II. Bonds. The bonds shall be thirty-year (or less) tax-exempt revenue bonds involving no general obligation, no pledge of taxing power and no pledge of the full faith and credit of the City. The bonds shall be issued in accordance with Section 8-306, 8-307 and 8-314 of the Act. The bonds shall be secured by and issued pursuant to a Bond Indenture between the City and a corporate Trustee dated as of December 15, 1981.
 - A. Capital Reserve Fund. A capital reserve fund, or other similar fund as permitted by the Act, shall be established as provided in the Bond Indenture to secure the Bonds.
 - B. Amount of Bonds. The bond issue shall not exceed the lesser of \$20 million or the amount allocated by the Governor to the City.
 - C. Closing Date. Bond closing shall take place on or before December 31, 1981.
 - D. Sale. Subject to the City Charter and interpretation thereof by Bond Counsel, the bonds shall be sold at private sale.
 - E. Additional Reserve Fund. The City shall make available an additional reserve fund in an amount not to exceed the lesser of (a) \$500,000 or (b) three percent (3%) of the original principal amount of the bonds, which fund shall be held by the Trustee. Principal and interest earned on such

fund shall be used as provided in the Bond Indenture. Commencing with the fifth year that bonds are outstanding, such fund shall be reduced by payment to the City so that the amount of such fund is equal to the same percentage of bonds outstanding, as that percentage on the date of bond closing. In the alternative, such fund may be invested in additional mortgages.

F. Interest Rate. The interest rate on the bonds shall not exceed that rate which would require monthly mortgage payments during the first year of the term of the mortgage in excess of the level monthly payments of a fourteen percent (14%) fixed rate, 28 year mortgage.

III. Borrowers. Borrowers must occupy one dwelling unit within the mortgaged premises and shall be first time homeowners (not having had a present ownership interest in a principal residence within three years prior to the date of mortgage financing). (If there is more than one borrower per residence, each must be a first time homeowner.) Borrowers, additionally, must have incomes equal to or less than one hundred twenty percent (120%) of the then current median family income for a family of four in the Danbury Standard Metropolitan Statistical Area ("SMSA") (as of July 1, 1981, 120% = \$38,000, based on statistics compiled by the United States Department of Housing and Urban Development except that in distressed portions of the municipality, borrower's incomes may not exceed two hundred percent (200%) of said median family income (as of July 1, 1981, 200% = \$64,000), and except that fifteen percent (15%) of the net bond proceeds originally made available for mortgages may be loans to borrowers without regard to income. The City Council hereby finds that a public purpose is served by said fifteen percent (15%) allowance in encouraging the development of a balanced community of all income levels in the urban areas of the City.

IV. Housing. All housing must: be located within the City; be structurally sound and functionally adequate; and meet all applicable state and local laws, rules, codes and regulations, with such exceptions as are in conformance, in the opinion of the Plan Administrator, with local lending practices. Additionally, all housing must consist of from one to four dwelling units, one of which is to be occupied by the owner of such housing. The purchase price for such housing, which purchase price shall exclude (a) usual and reasonable financing costs, (b) the value of services performed by the borrower or members of the borrower's family and (c) the cost of land which has been owned

by the borrower for at least two years prior to the commencement of construction, must not exceed:

<u>Units</u>	<u>New Construction</u>	<u>Existing</u>
1	\$82,170	\$ 70,290
2	N/A	\$ 79,147
3	N/A	\$ 95,805
4	N/A	\$111,410

Net bond proceeds shall be allocated in accordance with the following limitations: New construction (one unit only) - no more than 40%; condominiums - no more than 20%. In addition, no more than twenty percent (20%) of net bond proceeds shall be used to finance two to four unit residences, and no proceeds may be used to finance new two to four family residences. In the case of mortgage loans for condominiums, no such loan shall be made until at least fifty percent (50%) of the units in the complex have been sold. Further, no more than thirty percent (30%) of the units in any condominium complex may be financed with mortgageable bond proceeds. In the case of acquisition/rehabilitations, the purchase price shall be equal to the borrower's adjusted basis in the property as of the completion of rehabilitation, as determined by the Plan Administrator. Notwithstanding the foregoing, the Plan Administrator may, subject to applicable law, allow borrowings not in conformance with the limitations of this Section IV if and to the extent necessary to insure the financial soundness of the program.

V. Mortgages. The interest rate on the mortgages, taken as a whole, shall be at such a rate so that the difference between the interest rate on any mortgage loan made pursuant to the Plan and the interest rate on the bonds issued pursuant to the Plan shall be limited to the extent necessary to prevent such bonds from becoming arbitrage bonds under the regulations of the Department of the Treasury under Section 103 or mortgage subsidy bonds under Section 103A of the Internal Revenue Code ("IRC"), as from time to time amended.

A. Percentage of Sales Price. No more than fifteen percent (15%) of mortgageable bond proceeds may be used to finance mortgages of between ninety percent (90%) and ninety-five percent (95%) of the lesser of appraised value or sales price. Minimum cash downpayment: condominiums - 15%; two to four unit residences - 10%; one unit residences - 5%.

B. Refinancing. No mortgages shall be made the purpose of which is to refinance an existing permanent mortgage loan.

- C. Term. No mortgage term shall exceed the lesser of 30 years or the property's appraised economic life.
- D. Payments. Mortgages shall be structured so that they are self-liquidating over their term and have fixed monthly payments. In an effort to reduce interest rates, mortgages may be structured so that monthly payments increase throughout their term. However, any such increases must be fixed and fully disclosed to the Borrower at the time of mortgage closing.
- E. Underwriting. Mortgage loans shall be originated substantially in accordance with the originator's then current underwriting policies which shall be at least equal to the then current standards set forth in the Federal Home Loan Mortgage Corporation ("FHLMC") or Federal National Mortgage Corporation ("FNMA") Sellers' Guides.
- F. Application. Each prospective borrower shall be required to complete an application disclosing the applicant's assets, liabilities, income, credit history, employment history, previous principal residences and certain personal information. The applicant also will be required to state that the property will be the applicant's primary residence and that applicant has not had present ownership interest in a principal residence within three years of mortgage closing, and may be required to provide such additional certificates, warrants or other assurances as, in the opinion of the Plan Administrator or Bond Counsel, are necessary or convenient from time to time to insure that the application meets all requirements of the IRC and of this Plan.
- G. Verification. The Plan Administrator shall require whatever form of verification it deems reasonable to verify any applicant information, including, but not limited to: independent credit reports, independent appraisals, income tax returns previously filed and court records.
- H. Application Fees. An appropriate application fee not to exceed \$150 shall be taken, which fee shall be paid by the applicant at the time of filing such application and which shall be nonrefundable. Applicant also shall be required to pay all costs of independent credit reports, appraisals and surveys.
- I. Commitment Fee. Upon the acceptance of a mortgage loan commitment, applicant shall pay a nonrefundable commitment fee equal to one percent (1%) of the principal amount of the mortgage loan.

- J. Mortgage Insurance. All mortgage loans with a downpayment of less than twenty percent (20%) must have mortgage insurance.
 - K. Acquisition/Rehabilitation. Mortgage loans for rehabilitation done in connection with acquisition shall require that the rehabilitation portion not exceed \$10,000.
 - L. Assumptions. All mortgages shall be non-assumable, except with the written permission of the Plan Administrator. Any assuming borrowers must meet all then current plan requirements.
 - M. Origination Period. Unless otherwise permitted by law, all mortgage loans shall be originated with three years from bond closing.
 - N. Other Insurance. At mortgage closing Borrower shall submit acceptable title insurance, hazard insurance and any other insurance required by the Plan Administrator.
 - O. Volume Limit. No mortgage loans shall be made which would cause the total amount of the mortgage loans, excluding those guaranteed or insured by a provider of private mortgage insurance, to exceed two percent (2%) of the most recent grand list of the City.
 - P. Bona Fide Transactions. Mortgage loans shall be made only to provide assistance in the financing of bona fide housing purchase and rehabilitation transactions.
 - Q. Mortgage Discount. In order to enhance the financial soundness of the program, mortgage loans may be originated at a one percent (1%) discount.
- VI. Plan Administrator. Community Development Corporation, or its successors and assigns, shall be the Plan Administrator and shall be responsible for the effectuation of the Plan, including, but not limited to:
- A. Necessary Parties. Participate jointly with the City in the selection of, coordination of the activities of, and negotiation of all fees of investment banking firms, trustees, paying agent, legal counsel, financial adviser, accounting firms, insurers, guarantors, printers and any other required professional services.
 - B. Program Design. In coordination with legal counsel, other professionals and City staff, lead the efforts for the design of the housing program.

- C. Bond Guaranty. Determine in coordination with legal counsel, other professionals and City staff, whether a bond guaranty is appropriate and, if so, cause such guaranty to be issued.
- D. Rating Agencies. If necessary, prepare all materials for and assist the City in making a presentation to rating agencies to obtain bond rating.
- E. Form of Sale. Research and make recommendations regarding the best appropriate method for sale of the bonds at the lowest possible interest rate.
- F. Size of Issue. Based on mortgage demand analysis and money market analysis, make a recommendation to the City regarding the amount of bonds to be issued within the Plan ceiling amount.
- G. Mortgage Pool Insurance. The Plan Administrator shall cause to be issued a mortgage pool insurance policy in amount deemed appropriate, but in no event less than ten percent (10%) of the original principal amount of all program mortgages.
- H. Mortgage Insurance. Process all mortgage insurance applications.
- I. Special Hazard Insurance. Obtain special hazard insurance as required.
- J. Investment Agreement. Negotiate investment agreements for bond proceeds.
- K. Reports. Submit report reviews to the City at least once every three months summarizing the actions taken pursuant to the Plan.
- L. Mortgage Loan Origination. Originate all mortgage loans, except that it may subcontract all or a portion of loan origination with qualified lending institutions or nonprofit organizations experienced in housing matters.
- M. Mortgage Loan Servicing. Service all mortgage loans, except that it may subcontract all or a portion of loan servicing with qualified lending institutions or nonprofit organizations experienced in housing matters.

VII. Nondiscrimination. All necessary steps shall be taken to insure that occupancy of all housing financed or otherwise assisted pursuant to the Plan is open to all persons regardless of race, color, national origin or ancestry, sex, age or physical disability.

VIII. Additional Matters.

- A. Normal Underwriting Criteria. The Origination and Service Agreement shall at all times require participating lending institutions to utilize their normal underwriting criteria in any determination with respect to the mortgage loans, provided that such criteria shall, at a minimum, be in accordance with the provisions of Section V.E. hereof.
- B. Findings re Agreements. The City Council hereby finds and declares that the forms of Agreement entered into or to be entered into in conjunction with the issuance of the bonds and origination of program mortgage loans are fair and reasonable and the same are hereby approved.
- C. Finding re Service Agreements. The City Council hereby finds and declares that all arrangements with respect to the provision of services by financial advisors, bond counsel and other parties involved in the issuance of the bonds are fair and reasonable.
- D. Semi-Annual Review. The City Council hereby covenants and agrees to review semi-annually the program parameters set forth herein.



CITY OF DANBURY
OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

JAMES E. DYER
MAYOR

December 1, 1981

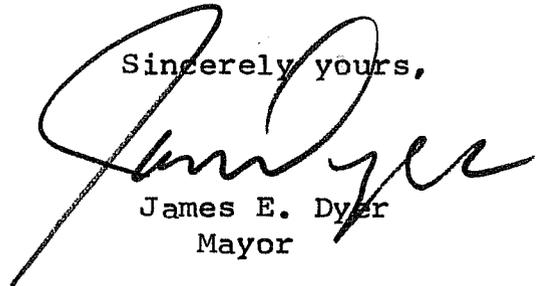
Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members:

We have not received a formal resignation from Mr. Iapaluccio so we are in a bit of a dilemma. Under normal circumstances, the Common Council is required to fill a vacancy on the Zoning Commission within thirty days.

I am, therefore, forwarding the attached correspondence from Attorney Goldstein and the Republican Town Chairman for your perusal.

Sincerely yours,



James E. Dyer
Mayor

JED/mr



CITY OF DANBURY

OFFICE OF THE CORPORATION COUNSEL
DANBURY, CT 06810

THEODORE H. GOLDSTEIN,
CORPORATION COUNSEL

ERIC L. GOTTSCHALK
THOMAS A. FRIZZELL
THOMAS G. WEST
ASSISTANT CORPORATION
COUNSEL

November 20, 1981

PLEASE REPLY TO:
P.O. Box 1261
DANBURY, CT 06810

William W. Sullivan, Esq., Chairman
Danbury Republican Town Committee
P. O. Box 572
Danbury, Connecticut 06810

Re: Zoning Commission Vacancy

Dear Bill:

Your letter of November 19, 1981 has been referred to me by Mayor Dyer for reply.

It is my position that the elective process was completed on November 3, 1981 and that Joseph Iapaluccio was elected a member of the Zoning Commission.

Pursuant to Section 2-2(B) of the Charter of the City of Danbury his term of office commenced at 12:00 noon on the second Monday following his election, namely November 16, 1981. The Oath of Office, pursuant to Section 2-9 of the Charter, was given to other elected officers on the evening of December 16, 1981. The News-Times of November 14, 1981, however, carried the news article that Mr. Iapaluccio would not serve as a member of the Zoning Commission but no written resignation has been received to date by the Office of the Town Clerk of the City of Danbury. Accordingly, I have advised the chairman of the Zoning Commission that he is to carry on with the five elected and sworn full members and to utilize alternates until Mr. Iapaluccio's vacancy is properly filled.

Upon receipt of a written resignation Section 2-6 of the Charter is invoked. This provides as follows:

Except as otherwise provided in the Charter, any vacancy in an elective city office except the board of education, from whatever cause, shall be filled within thirty (30) days by appointment by the common council for the unexpired portion of the term or until the next biennial municipal election, whichever shall be sooner, at which election the office shall be filled for the remaining unexpired portion of the term, and such person shall

8

Danbury Republican Town Committee
P.O. Box 752
Danbury, Connecticut 06810

November 19, 1981

Hon. James E. Dyer
Mayor
155 Deer Hill Avenue
Danbury, Connecticut 06810

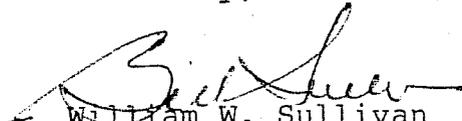
Dear Mayor Dyer:

As you know, Joseph Iapaluccio withdrew prior to taking the oath of office as a member of the Zoning Commission. Since the elective process was not completed, I believe that John DeGross would qualify as the candidate who should next be sworn.

I recognize that there may be some legal complexities involved and that you will more than likely consult with your corporation counsel. However, I would appreciate being advised of the decision which is reached.

If for any reason Mr. Goldstein feels that the approval of the Republican Town Committee is required, this can be arranged with dispatch.

Cordially,


William W. Sullivan

WWS:sm

cc: John DeGross



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

JAMES E. DYER
MAYOR

November 19, 1981

Dear Bill:

Thank you for your letter
concerning the zoning Commission
vacancy.

I've asked Ted Goldstein to
get in touch with you. Additionally,
I'm sure we'd like a recommendation
from your Town Committee.

Regards,
Jim



CITY OF DANBURY
OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

JAMES E. DYER
MAYOR

December 1, 1981

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members:

I am becoming increasingly concerned about safety at our Airport since President Reagan fired the air controllers. I believe that this situation requires our review, as we may determine that we should fund replacement personnel.

The effect of this would, of course, be a reduction in available local tax dollars, as those dollars are directed to what really is a Federal responsibility.

I draw your attention to the attached letter from our Airport Administrator which expresses many of the same concerns I have.

Sincerely yours,

A handwritten signature in black ink, appearing to read "James E. Dyer", is written over the typed name and title.

James E. Dyer
Mayor

JED/mr

9

DANBURY AVIATION COMMISSION

DANBURY CONNECTICUT 06810

COMMISSION CHAIRMAN
ARTHUR PIEPLOW

AIRPORT ADMINISTRATOR
JAMES L. THOMPSON
TEL: 792-4118

November 17, 1981

Mayor James E. Dyer
City Hall
155 Deer Hill Avenue
Danbury, Connecticut 06810

Dear Mayor Dyer:

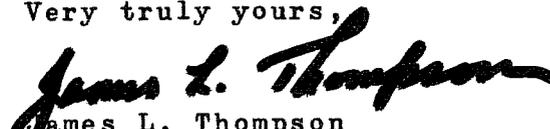
Enclosed find a letter from the FAA regarding the Control Tower situation. It appears that it may be some time before Danbury has a Federally funded Tower again.

At the present time, and with the present financial situation, I do not feel that we should yield to any pressure to fund the Control Tower with City funds as it would be prohibitively expensive.

However, that is only my personal opinion and other people may take a different view of it.

You may rest assured that this department will do everything possible to convince the FAA that we have a definite need for the Tower to be returned and I will keep you advised if there is any need for participation by your office.

Very truly yours,


James L. Thompson
Airport Administrator

JLT/at



DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

NEW ENGLAND REGION
12 NEW ENGLAND EXECUTIVE PARK
BURLINGTON, MASS. 01803

November 3, 1981

Mr. James L. Thompson
Airport Administrator
Danbury Municipal Airport
Danbury, CT 06810

Dear Mr. Thompson:

Approximately 90 days ago, when we took action to temporarily close the airport traffic control tower at Danbury, Connecticut, we informed you that we would reassess the temporary closure and notify you of future plans for that facility.

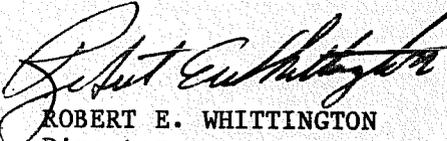
Although additional tower personnel will be provided in early 1982 through our recruitment and training effort, we will concentrate initially on staffing higher activity facilities which are now operating at reduced staffing levels. This strategy is essential to our optimizing the rate of productive recovery.

Based upon current estimates, we will not be able to change the existing status of Danbury Tower for the foreseeable future. We will continue, however, to maintain those functions essential to airport operation. Communities wishing to provide the continued operation of a tower can arrange to lease the control tower buildings from the Federal Aviation Administration (FAA). Agreements in some local areas have been consummated. Additional information on lease arrangements can be obtained from Mr. Roland Bisson, Realty Contracting Officer, in our regional Logistics Division.

These temporary closures should not be confused with the FAA's comprehensive program to study potential candidates for permanent tower decommissioning. This program, in an effort to be responsive to the taxpayers' demand for a reduction in the cost of Government, was in progress prior to the strike and has identified control towers meeting discontinuance criteria as potential candidates for decommissioning. We are currently compiling required data on each location and will complete a site-specific staff study/analysis before a decision is made. During our compilation of data, coordination will be effected with members of Congress and other interested parties.

The support that you, the air traffic system users, and the public have shown during this recovery period has been outstanding. We appreciate your confidence. We will continue to keep you informed as we work to restore the aviation system to full capacity.

Sincerely,


ROBERT E. WHITTINGTON
Director

CUTSUMPAS, COLLINS & HANNAFIN
PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
148 DEER HILL AVENUE - P. O. BOX 440
DANBURY, CONNECTICUT 06810

LLOYD CUTSUMPAS
FRANCIS J. COLLINS
EDWARD J. HANNAFIN
JACK D. GARAMELLA
PAUL N. JABER
JOHN J. TUOZZOLO
DAVID J. DEMARS
PAULA FLANAGAN

AREA CODE 203
744-2150

November 19, 1981

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

Re: Petition for Road Acceptance
Monarch Road Extension
Our File No. 80-5179-31-P

Dear Members of the Common Council:

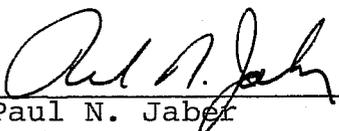
Please be advised I represent Charles E. Williams in connection with his petition of September 14, 1981 for acceptance of Monarch Road Extension as a City accepted road. Mr. Williams has advised me that the same has not come up for any referrals to the local commissions or agencies as prescribed by the Code of Ordinances. Upon investigation it became apparent that the matter was submitted to the Road Study Committee as opposed to the Public Works Committee. I would hereby request that said matter be referred to the Public Works Committee as the same is a newly constructed road in accordance with the City's specifications and it is my understanding that the same is referred to Public Works for recommendation as opposed to the Road Study Committee.

Your attention to this matter will be greatly appreciated.

Yours very truly,

CUTSUMPAS, COLLINS & HANNAFIN, P.C.

By


Paul N. Jaber

PNJ:lz

cc: Charles E. Williams
John A. Schweitzer, Jr.

LAW OFFICES

Gary M. Bachyrycz, P.C.

30 WEST STREET

Danbury, Ct. 06810

797-8868 AREA CODE 203

November 4, 1981

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

Gentlemen:

This office represents Mr. Joseph Colla, who owns property located on Padanaram Road in the City of Danbury. That property is presently subject to a sewer line easement to the City of Danbury, which easement is 50 feet in width. In addition, it has come to my client's attention that the line, as constructed, lies less than two feet below the surface of the ground, therefore, making any regrading of his property over said easement unsound from an engineering standpoint.

This has created a problem because a portion of the easement lies underneath his driveway, which driveway, unless regraded, creates a difficult and hazardous approach to his house from the road.

The purpose in writing this letter is to request the Common Council to consider authorizing corrective work on the easement so that my client may be able to eliminate the hazardous condition referred to above. In addition, my client proposes to expand his house which may require a portion of his footings to encroach upon the easement from 1 to 1-1/2 feet.

I would appreciate it if both of these matters could be referred to the appropriate Committee of the Council for its review and recommendation.

Very truly yours,

Gary M. Bachyrycz
GARY M. BACHYRYCZ

sjh

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CUTSUMPAS, COLLINS & HANNAFIN
PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
148 DEER HILL AVENUE - P. O. BOX 440
DANBURY, CONNECTICUT 06810

LLOYD CUTSUMPAS
FRANCIS J. COLLINS
EDWARD J. HANNAFIN
JACK D. GARAMELLA
PAUL N. JABER
JOHN J. TUZZOLO
DAVID J. DEMARS
PAULA FLANAGAN

AREA CODE 203
744-2150

November 10, 1981

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

Re: Ervie S. Hawley, Jr.
Germantown Plaza
30 Germantown Road
Danbury, Connecticut
Our File #80-6116-5-P

Dear Members of the Common Council:

Please be advised I represent the above named applicant in connection with construction of a retail facility on Germantown Road. The applicant wishes to extend the sewer line from its current point of termination to the proposed facility. Please accept this letter as his application for extension of said sewer line to the facility to be constructed at 26, 28 and 30 Germantown Road.

Yours very truly,

CUTSUMPAS, COLLINS & HANNAFIN, P.C.

By



Paul N. Jaber

PNJ:lz

November 23, 1981

Common Council
City of Danbury, Conn.

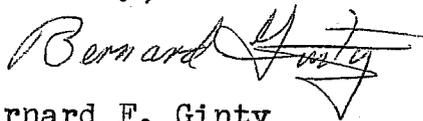
I am requesting permission to run a lateral water line from the present connection which is at the corner of my property (lots 7&8 LaMar road, Danbury, Conn.) to where my son William Ginty is building a home (lot #6 LaMar Rd. Danbury, Conn.) This digging will be on the lawn, not touching the road.

I brought this water line in from Great Plain Road with approval from the City of Danbury-Sidney Rapp, engineer, Contractor Luke Sweeney Co. with provision that at a later date, it could be tapped for one more home.

This is my request at this time.

Thank you,

Sincerely,



Bernard F. Ginty

For which I received in Danbury
been used by me on 11/23/81



CITY OF DANBURY

**OFFICE OF THE CORPORATION COUNSEL
DANBURY, CT 06810**

**THEODORE H. GOLDSTEIN,
CORPORATION COUNSEL**

**ERIC L. GOTTSCHALK
THOMAS A. FRIZZELL
THOMAS G. WEST**

December 1, 1981

PLEASE REPLY TO:

**ASSISTANT CORPORATION
COUNSEL**

DANBURY, CT 06810

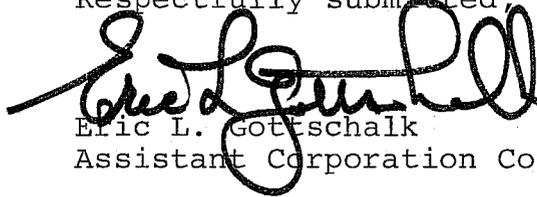
Hon. James E. Dyer, Mayor
and
Hon. Members of the Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut

Re: Danbury Commons Limited Partnership - City of Danbury

Dear Mayor and Council Members:

Please find attached a proposed Sewer Maintenance Agreement presented by Atty. Gary M. Bachyrycz who represents Danbury Commons Limited Partnership. Because the contractual power of the City of Danbury is vested in the Common Council except where delegated to some other body or official, the terms of this Agreement must be approved by the Council. I therefore recommend that this matter be submitted to a committee for review and recommendation.

Respectfully submitted,



Eric L. Gottschalk
Assistant Corporation Counsel

ELG:cr

Attachment

AGREEMENT made this _____ day of _____, 1981, between DANBURY COMMONS LIMITED PARTNERSHIP, having a place of business in the _____ of _____, County of _____, and State of _____, hereinafter referred to as the "Developer", and the CITY OF DANBURY, a municipal corporation organized and existing under the laws of the State of Connecticut, hereinafter referred to as the "City";

W I T N E S S E T H :

WHEREAS, the Developer is constructing and will construct a multi-family apartment dwelling project in the City of Danbury, County of Fairfield and State of Connecticut, in accordance with a plan of development on file with and approved by the Planning Commission and the Environmental Impact Commission of the City of Danbury, said development being known as DANBURY COMMONS; and

WHEREAS, said Commissions have approved engineering drawings, including site plan, force main plan and profile, pumping station, misc., details and generator details on file with said Commissions and also as on file with the Department of Environmental Protection; and

WHEREAS, said force main plan and profile, pumping station, misc., etc. have been approved by the Common Council of the City of Danbury in conjunction with its approval to extend water and sewer to DANBURY COMMONS; and

WHEREAS, the Developer is desirous of providing to the City a permanent maintenance agreement;

NOW, THEREFORE, it is hereby agreed by and between the parties as follows:

1. The Developer agrees to permanently maintain said pumping sewage station facilities in a satisfactory operating condition, for which purpose the following procedures will be adopted:
 - (a) A periodic inspection will be made by the Engineering Department of the City, which shall report to the Developer and the City as to improvements, repairs or maintenance requirements.
 - (b) The Developer shall institute a periodic inspection program, conducted at least monthly by an experienced maintenance man.
 - (c) The Developer shall contract with an approved pump service organization for semi-annual inspections, and report as to repair, maintenance or replacement requirements.

The recommendations of the maintenance man, City personnel or pump service organization shall be met by the Developer within seven (7) days of notification. All expenses and fees of the preceding procedures, including legal or engineering expenses of the City, shall be an obligation of the Developer.

2. Prior to the issuance of an authorization to discharge into the sewer system of said City, the Developer will deposit the sum of \$ _____ with the City, as Trustee, to be held by it in an insured savings account. The Developer shall be entitled to all interest accruing in said account.

3. In the event that withdrawals are made from the fund, as hereinafter provided, the Developer shall promptly replace the amount of money in order to maintain a balance in this savings account fund at a level equal to twenty-five (25%) percent of the current replacement cost of the pumping equipment.

4. In the event that the Developer receives any reasonable order from a municipal or state agency having jurisdiction over said facilities, it being understood that such agencies may include, but are not limited to, the Health Department, Building Official and Engineering Department, all of the City of Danbury, or the Department of Environmental Protection, requiring any maintenance, repair or replacement of said facilities, the Developer shall immediately deliver a copy of said order to the City and immediately proceed to the performance of said work. In the event that such maintenance, repair or replacement is not commenced within seven (7) days after the receipt of such notice from the State or municipal agency having jurisdiction, the City or its designee shall have the right to enter upon said property to make such repairs and/or maintain and/or replace said facilities to the extent that funds are available in the accounts as described in this Agreement, to the extent that funds are available in this Agreement. The Developer shall replenish any funds needed to restore said services fund to equal the amount indicated in Paragraph 2 above.

5. The Developer will be required to maintain adequate insurance coverage on the pumping station and above-ground sewage facilities, as required by the City. Certificates of insurance shall be furnished to

the City annually, with 10-day prior notification of expiration or change. As a minimum, the full value of the installation shall be covered for fire, explosion, vandalism, flood protection, theft and extended coverage.

6. In the event of any default in the above terms and conditions, the City may terminate the account, transferring all funds therein to the appropriate municipal fund for the future maintenance of the said facilities.

7. The Developer agrees, for itself and its successors and assigns, that this Agreement is not to be construed as any sort of limitation upon the liability of the Developer or its successors and assigns for the proper repair, maintenance and/or replacement of the sewer facilities which are the subject of this Agreement.

8. The Developer may assign its obligations under this Agreement to any subsequent record title owner of the premises known as DANBURY COMMONS, provided, however, said owner shall take title to the premises subject to the terms and conditions of this Agreement.

9. This Agreement and the obligation contained herein shall inure to the benefit of the successors and assigns of the parties and this Agreement shall be binding upon the successors and assigns of the parties.

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

Signed, Sealed and Delivered
in the presence of:

DANBURY COMMONS LIMITED PARTNERSHIP

By _____

CITY OF DANBURY

By _____

STATE OF CONNECTICUT)
) ss. Danbury , 1981
COUNTY OF FAIRFIELD)

Personally appeared, _____, who
acknowledged himself to be the _____ of
DANBURY COMMONS LIMITED PARTNERSHIP, a limited partnership,
and that he as such _____, being authorized
so to do, executed the foregoing instrument for the purposes
therein contained, by signing the name of the limited partner-
ship by himself as _____.

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

GARY M. BACHYRYCZ
Commissioner of Superior Court

STATE OF CONNECTICUT)
) ss. Danbury , 1981
COUNTY OF FAIRFIELD)

Personally appeared, _____,
who acknowledged himself to be the _____
of the CITY OF DANBURY, a municipal corporation, and that he
as such _____, being authorized so to do,
executed the foregoing instrument for the purposes therein
contained, by signing the name of the corporation by himself
as _____.

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

Commissioner of Superior Court
Notary Public



CITY OF DANBURY

THEODORE H. GOLDSTEIN,
CORPORATION COUNSEL

OFFICE OF THE CORPORATION COUNSEL
DANBURY, CT 06810

ERIC L. GOTTSCHALK
THOMAS A. FRIZZELL
THOMAS G. WEST

December 1, 1981

PLEASE REPLY TO:

ASSISTANT CORPORATION
COUNSEL

DANBURY, CT 06810

Hon. James E. Dyer, Mayor
and
Hon. Members of the Common Council
City of Danbury, 155 Deer Hill Avenue
Danbury, Connecticut

Re: World-Wide Realty Corporation - Water Line Extension

Dear Mayor Dyer and Council Members:

Pursuant to the water line extension approval granted to World-Wide by the Common Council on June 18, 1980, final plans are now under review by the Engineering Department.

In order to prepare for orderly extension of this line beyond the World-Wide site, additional action is required by the Common Council. Ultimately desired is an extension of this line beyond the World-Wide site and over I-84 and connection to the Hilton line resulting in a looping of the system.

World-Wide has agreed to contribute \$75,000 toward the necessary bridge crossing project over and above the costs, which World-Wide will bear, to complete the 3,800' extension on Mill Plain Road. In order to finalize an agreement regarding the expenditure of these funds Council approval is required. A proposed form of agreement is attached.

An appropriation of funds sufficient to complete this project is also necessary.

Finally, a waiver of bids is necessary to allow the City to hire the contractor presently under contract with the State for the bridge work. The Mayor should, as usual, be authorized to execute any documents needed to accomplish the project.

Respectfully submitted,

Eric L. Gottschalk
Assistant Corporation Counsel

ELG:cr

Attachment

ESCROW AGREEMENT

WHEREAS, CITY OF DANBURY, a municipal corporation in the State of Connecticut (hereinafter referred to as "Danbury"), has issued to WW MILL PLAIN LIMITED PARTNERSHIP, a Connecticut Limited Partnership, having its principal office at 767 Third Avenue, New York City, New York 10017 (hereinafter referred to as WW), the necessary permits and approvals to construct and install approximately 3,800 lineal feet of water lines and appurtenances, if any, in Mill Plain Road in said City; and

WHEREAS, this construction and installation by WW is part of an overall project whereby said water lines will be extended to a point in Old Ridgebury Road, adjacent to The Hilton Hotel; and

WHEREAS, WW has, as a part of its permit approval, agreed with Danbury to pay to it up to \$75,000.00 of the cost of engineering and construction of certain sleeves and/or pipes to be placed within certain new bridges to be constructed in the Mill Plain--Old Ridgebury Road area; and

WHEREAS, recognizing that the time sequence for said construction is not yet known, but should be in the very near future, Danbury wishes to be assured that WW's said obligation will be met; and

WHEREAS, WW is desirous of giving Danbury said assurances;

NOW, THEREFORE, for valuable consideration, WW for itself, its heirs, successors and assigns, does hereby covenant with Danbury, its successors and assigns, as follows:

1. Simultaneously with the execution hereof, WW has delivered to Danbury an Irrevocable Commercial Letter of Credit No. _____ of Societe General, of 50 Rockefeller Plaza, New York, New York 10020 (or other major New York banking institution) dated _____, 198 , in the amount of \$75,000.00 with the named beneficiary being Danbury. Said Letter of Credit (hereinafter referred to as "Letter of Credit") has an expiration date one year after its execution date.

2. Said Letter of Credit contains a statement which gives

Danbury the right to draw upon same in the event WW fails in its obligations to Danbury as herein defined.

3. Danbury will, subsequent to the commencement and during construction of said sleeves and/or pipes, submit to WW at its above address (or to any other location designated in writing by WW), bills detailing work performed and/or materials furnished and the amount to be paid by WW. WW shall have thirty (30) days thereafter within which to make payment to Danbury. Said total payments however shall not exceed the sum of \$75,000.00. WW's failure to make any and all such payments within said time period shall be deemed a failure by it in its obligations to Danbury.

4. If, thirty (30) days prior to the expiration of said Letter of Credit, WW's obligation hereunder has not been paid in full, then WW has the right and privilege to deposit with Danbury a new Letter of Credit in the face amount of WW's remaining unpaid obligation. Said Letter of Credit shall contain a one (1) year expiration date. Simultaneously with said deposit, the original Letter of Credit shall be returned to WW.

The provisions of this paragraph shall apply to the issuance of subsequent Letters of Credit if all obligations hereunder have not been fully satisfied.

5. Upon WW's performance of its obligations hereunder or on five (5) years from the date hereof, whichever event shall first occur, Danbury shall return to WW the then applicable Letter of Credit.

6. Danbury's rights or remedies against WW in respect to said obligation are limited to those herein contained.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this day of , 198 .

Signed, sealed and delivered in the presence of:

WW MILL PLAIN LIMITED PARTNERSHIP
BY WW DANBURY CORP., a General Partner
BY _____
Vice President

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DRAFT

ESCROW AGREEMENT

WHEREAS, CITY OF DANBURY, a municipal corporation in the State of Connecticut (hereinafter referred to as "Danbury"), has issued to WW MILL PLAIN LIMITED PARTNERSHIP, a Connecticut Limited Partnership, having its principal office at One Dag Hammarskjold Plaza, New York, New York 10017 (hereinafter referred to as WW), the necessary permits and approvals to construct and install approximately 3,800 lineal feet of water lines and appurtenances, if any, in Mill Plain Road in said City; and

WHEREAS, this construction and installation by WW is part of an overall project whereby said water lines will be extended to a point in Old Ridgebury Road, adjacent to The Hilton Hotel; and

WHEREAS, WW has, as a part of its permit approval, agreed with Danbury to pay to it up to \$75,000.00 of the cost of engineering and construction of certain sleeves and/or pipes to be placed within certain new bridges to be constructed in the Mill Plain--Old Ridgebury Road area; and

WHEREAS, recognizing that the time sequence for said construction is not yet known, but should be in the very near future, Danbury wishes to be assured that WW's said obligation will be met; and

WHEREAS, WW is desirous of giving Danbury said assurances;

NOW, THEREFORE, for valuable consideration, WW for itself, its heirs, successors and assigns, does hereby covenant with Danbury, its successors and assigns, as follows:

DRAFT

1. Simultaneously with the execution hereof, WW has delivered to Danbury an Irrevocable Commercial Letter of Credit No. _____ of Societe General, of 50 Rockefeller Plaza, New York, New York 10020 (or other major New York banking institution) dated _____, 198 , in the amount of \$75,000.00 with the named beneficiary being Danbury. Said Letter of Credit (hereinafter referred to as "Letter of Credit") has an expiration date one year after its execution date.

2. Said Letter of Credit contains a statement which gives Danbury the right to draw upon same in the event WW fails in its obligations to Danbury as herein defined.

3. Danbury will, subsequent to the commencement and during construction of said sleeves and/or pipes, submit to WW at its above address (or to any other location designated in writing by WW), bills detailing work performed and/or materials furnished and the amount to be paid by WW. WW shall have thirty (30) days thereafter within which to make payment to Danbury. Said total payments however shall not exceed the sum of \$75,000.00. WW's failure to make any and all such payments within said time period shall be deemed a failure by it in its obligations to Danbury.

4. If, thirty (30) days prior to the expiration of said Letter of Credit, WW's obligation hereunder has not been paid in full, then WW has the right and privilege to deposit with Danbury a new Letter of Credit in the face amount of WW's remaining unpaid

obligation. Said Letter of Credit shall contain a one (1) year expiration date. Simultaneously with said deposit, the original Letter of Credit shall be returned to WW.

The provisions of this paragraph shall apply to the issuance of a third, fourth or fifth Letter of Credit if all obligations hereunder have not been fully satisfied.

5. Upon WW's performance of its obligations hereunder or on five (5) years from the date hereof, whichever event shall first occur, Danbury shall return to WW the then applicable Letter of Credit.

6. Danbury's rights or remedies against WW in respect to said obligation are limited to those herein contained.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this day of , 1981.



CITY OF DANBURY
OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

JAMES E. DYER
MAYOR

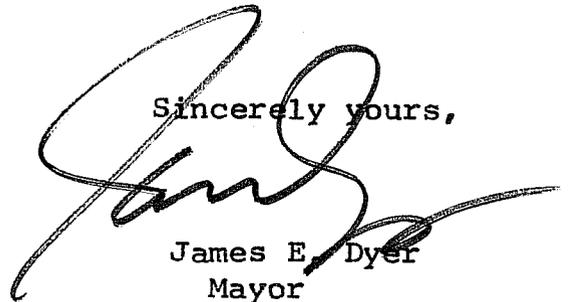
December 1, 1981

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members:

The attached letters from the Acting Director of Welfare, are hereby submitted for your consideration.

Sincerely yours,



James E. Dyer
Mayor

JED/mr

CITY OF DANBURY
CONNECTICUT
WELFARE DEPARTMENT

September 1, 1981

Mayor James E. Dyer
155 Deer Hill Avenue
Danbury, Connecticut 06810

Dear Mayor Dyer:

Please find enclosed in this packet several letters which address the numerous concerns and needs of this Department. Following your perusal of this information I would appreciate an opportunity to discuss with you solutions and suggestions and appropriate actions.

I thank you in advance for your timely attention.

Yours truly,

Deborah A. MacKenzie
Deborah A. MacKenzie
Acting Director

DAM:ab

CITY OF DANBURY
CONNECTICUT
WELFARE DEPARTMENT

September 1, 1981

To: James E. Dyer, Mayor
From: Deborah A. MacKenzie, Acting Director
Re: Danbury Hospital v. City Welfare

The liability of the City of Danbury for hospital expenses for indigent Danbury residents is mandated in the Connecticut General Statutes, 17-274.

We have discussed the many facets of this liability previously. At this time I am requesting that you discuss with the Danbury Hospital administration, their precise intentions for a future course of action in regards to these numerous requests for payment, (between 20 and 30 weekly).

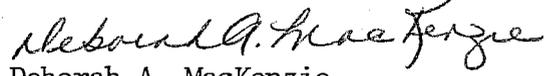
Theoretically, the hospital can initiate suit against the City for payment on cases found eligible. Our problem is that if we pay every bill for every eligible, the "bank will break".

An other side of this situation is that the City of Danbury is responsible for those Danbury residents who are indigent and unable to pay who receive in-patient hospital care in other City or Town hospitals in Connecticut.

It is going to be my plan to arrange for a meeting between our staff and the hospital to set clear policy procedure. I am going to arrange this following your discussion with the top level administrators of the hospital, and our subsequent discussion.

Thank you for your anticipated participation in our effort to foster cooperation and understanding between two vital City services.

Sincerely,


Deborah A. MacKenzie
Acting Director

DAM:ab

16

CITY OF DANBURY
CONNECTICUT
WELFARE DEPARTMENT

September 1, 1981

To: James E. Dyer, Mayor
From: Deborah A. MacKenzie, Acting Director
Re: Increased Municipal Responsibility

Beginning 8/1/81 the City of Danbury became responsible for the care and support of a large group of persons who had previously been services under the State Department of Income Maintenance's program CAMAD.

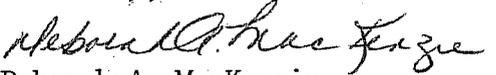
The needy persons are those who have been deemed disabled, mentally and/or physically for a period of at least 12 months but not irrevocably so. Their disabilities require constant medical treatment, in some cases daily. Needless to say the cost of such care will prove to be staggering.

The important fact is that this group of 40 or so will soon multiply since all other persons who will fall into this category will no longer be referred to the State Department of Income Maintenance since they are not categorically eligible for any other State Maintenance programs.

Within 30-45 days I will be able to give you and the members of the Common Council an estimate of the additional costs and also a projection of what the Departments additional monetary request will be prior to the end of this fiscal year. The costs will involve prescription drugs, use of private doctors and also frequent hospitalizations and psychiatric care.

I do believe that these additional costs will be of a major concern to all involved, yourself, the Council and the taxpayers of the City of Danbury.

Sincerely,


Deborah A. MacKenzie
Acting Director

DAM:ab

CITY OF DANBURY

CONNECTICUT

WELFARE DEPARTMENT

September 1, 1981

To: James E. Dyer, Mayor

From: Deborah A. MacKenzie, Acting Director

Re: Departmental Needs

During the past nine months, I have had some occasion to define the role of the City Welfare Department as it functions within the complex network of municipal government. I am going to share with you what I feel our function is and also set forth the needs of the department in order for you to understand how the department can fulfill its obligations to the taxpayers and the needy.

- The department is mandated under Connecticut State Statutes to provide financial services to all eligible persons regardless of their prior contribution to the financial structure of either the City or the State. This assistance must be given in accordance with regulations set forth by the State.
- Strict adherence to these regulations guarantees reimbursement to the City, to the general fund, to the taxpayers.
- Strict adherence is synonymous with efficient and knowledgeable administration and casework. This can only be accomplished by human beings trained in the field and within an environment that is not frantic or fragmented.
- Knowledgeable casework practices not only result in guaranteed reimbursement but can also result in decreased welfare rolls. Counseling and Casework corroboration embody Social Work principles that can result in an end product such as a family becoming self-sufficient or a single adult realizing that employment is not hazardous to their health.
- The Department has a responsibility to the City taxpayers to become involved in community and state wide social issues to insure that local welfare tax dollars are not abused and legislated beyond our control. This cannot be done when an administrator must also perform numerous casework duties.

Mayor Dyer, I am asking that you review what I have said in this light: The Welfare Department expends X amount of dollars yearly for a cause not favored by the average person and it is for this reason that this department should be given the necessary tools to perform our duties in a manner that will safeguard tax dollars and provide efficient, humane social services to this rapidly changing community.

The necessary tools are as follows:

- The department needs three full-time, permanent Caseworkers. We have two. There is a temporary caseworker performing full obligations in the department, she was hired from the Civil Service Testing List and I am asking that you petition the Council to allow a permanent appointment.
- The department does not have a clerk-typist. Recognizing budgeting constraints, I am requesting that a part-time clerk-typist be hired in accordance with DMEA policy.
- The position of Assistant Supervisor should be filled from the Department in order to foster motivation and encourage active participation in the Department's obligations and duties.

In light of the increased caseloads, new programs and responsibilities and the future economic outlook, which is anything but optimistic, anything less than an efficient functioning department will be an albatross for City taxpayers.

I am confident that you will see the need for both timely approval of and action on the situations addressed.

Sincerely yours,


Deborah A. MacKenzie
Acting Director

DAM:ab



CITY OF DANBURY
OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

JAMES E. DYER
MAYOR

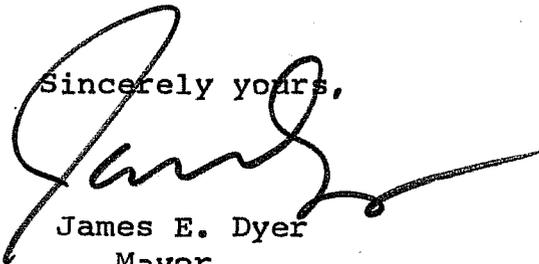
December 1, 1981

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members:

The attached request from the Executive Director of DATAHR, Inc.
is hereby submitted for your consideration.

Sincerely yours,



James E. Dyer
Mayor

JED/mr

November 23, 1981

James Dyer
Mayor - City of Danbury
Danbury City Hall
155 Deer Hill Ave.
Danbury, CT 06810

Dear Mayor Dyer:

I understand that the City is planning to declare as surplus property portable classroom facilities located at the Danbury High School.

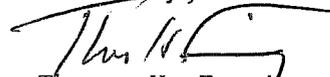
DATAHR would be most interested in obtaining at least a portion of your facilities to alleviate overcrowding at our Miry Brook Road rehabilitation facility. The growth in our clientele coupled with a tight financial picture makes acquisition of the portable facilities extremely attractive.

We respectfully request to be considered as you make plans for the disposition of the portable facilities.

Please advise as to the steps we should take in an effort to obtain them.

Thank you.

Sincerely,


Thomas H. Fanning
Executive Director

THE/r1m



CITY OF DANBURY
OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

JAMES E. DYER
MAYOR

December 1, 1981

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members:

Although the attached request is not a specific request for funds, at this time, I am forwarding it to you as I believe we should make a grant to WeCAHR.

I am, therefore, asking for an ad hoc committee to meet with Jean Bowen to discuss a specific allocation to this important organization.

Sincerely yours,

A large, stylized handwritten signature of James E. Dyer in black ink, written over the typed name and title.

James E. Dyer
Mayor

JED/mr

cc: Jean Bowen



We CAHR Western Connecticut Association for
the Handicapped and Retarded, Inc.

4 Stevens Street Danbury, Connecticut 06810 (203) 792-3540

20 November 1981

Mayor James Dyer
City Hall
Deer Hill Avenue
Danbury, CT

Dear Jim,

Your participation at the Shoot-a-thon was greatly appreciated, thank you for coming.

As we discussed with you, WeCAHR is in great need of financial assistance. But it now looks like we have greater needs than just continuing Carol Ferreri's position as Minority Outreach Worker. The Title XX pass-through funds we receive are in jeopardy. WeCAHR's Board of Directors meets November 24; we will be discussing ways to keep WeCAHR functioning. Clearly if we don't close, the services we have provided will be severely limited.

For your information I have enclosed our most recent annual report and current budget. You will note we had over 4000 client contacts last year with 2 - 3 staff persons.

WeCAHR has pursued every alternative to raise funds and now must come to the City with a request to keep our advocacy services available to the community. I will let you know the outcome of our Board's plans. Then I would like to meet with you to discuss what they foresee as WeCAHR's future.

Thank you again for your support and for your personal contribution to WeCAHR.

Sincerely yours,

Jean N. Bowen
Executive Director

Enclosures



CITY OF DANBURY
OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

JAMES E. DYER
MAYOR

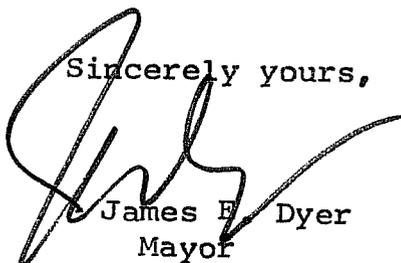
December 1, 1981

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members:

The attached Report from Marianne Wolfe, Director of the Danbury Library is hereby submitted for your information.

Sincerely yours,



James E. Dyer
Mayor

JED/mr

November 9, 1981

Mayor James E. Dyer
City Hall
Danbury, Connecticut

Dear Mayor Dyer:

The library Board has asked me to send you and the Council a report on our efforts to monitor the return of city property in the form of library books.

Like all public libraries, we have two problems. One is the problem of books which are checked out but never returned. We know which books they are, and we know who has them; two overdue notices have been sent to each delinquent borrower but the books are still missing. The other problem is loss through theft.

We have just concluded an "Amnesty Week", during which patrons could return all overdue materials, no matter how late they were, and the fines would be waived. We used the occasion to help publicize the fact that fines in the adult department are being raised from 3¢ to 5¢ per day.

We posted signs in the library, handed out the enclosed circular with books being checked out, and advertised extensively on local radio and TV. The paid ads and printing cost \$300; and at the end of Amnesty Week we had recovered 2,963 books, or nearly \$30,000 worth of city property.

Unfortunately, thousands of books are still unreturned. We have engaged the services of National Revenue Corporation to help us to get them back. National Revenue is a very low-key collection agency used by many libraries in Connecticut with apparently excellent results.

We suspect that the other problem, loss through theft, is more serious. To find out what percent of the book collection "disappears" every year, it is necessary to do two inventories, spaced a year apart. We have completed the first inventory and will do the follow-up next summer. Depending upon the outcome, we may then want to consider installation of a security system such as the one at Western Connecticut State College.

Sincerely yours,

Marianne Woolfe
Marianne Woolfe

Director

cc/ Members of the Common Council/ Mary Nahley, President of the Board.



CITY OF DANBURY
OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

JAMES E. DYER
MAYOR

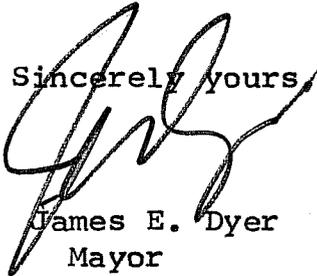
December 1, 1981

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members:

The attached communication from S.B. Hamilton Purchasing Agent, in reference to a Surplus Building at Danbury High School is hereby submitted for your consideration.

Sincerely yours,



James E. Dyer
Mayor

JED/mr



CITY OF DANBURY
CITY HALL
DANBURY, CONN. 06810

SHARON B. HAMILTON
PURCHASING AGENT

September 29, 1981

To: Mayor James E. Dyer

Re: Surplus Building at Danbury High School

The portable building at DHS known as "S" building was declared surplus some time ago by the Board of Education. Several departments expressed interest in obtaining sections of the building for various purposes, however, none of them have requested funds to have the building moved.

The building is comprised of five sections, all of which have complete electric fixtures and electric baseboard heat. Perhaps you are aware of an area to which this facility could be moved so that we might benefit from the additional office and/or storage capacity. Funds would have to be appropriated for the building's removal. If that is not a possibility, permission will be requested from the Council for the building's sale as surplus.

S.B. Hamilton

SBH/bmm

cc: J.P. Edwards
W. Skowronski



City of Danbury

DANBURY, CONNECTICUT 06810

DEPARTMENT
OF FINANCE

November 18, 1981

To: Common Council via
Mayor James Dyer

From: John P. Edwards

We hereby certify as to the availability of \$2030.80 in the Contingency Account to be transferred to Registrars Outside Services 02-01-131-029500.

John P. Edwards
Director of Finance, Acting



CITY OF DANBURY
REGISTRAR OF VOTERS

Room 328 - City Hall
Danbury, Connecticut 06810

Nov. 12th, 1981

Mayor James E. Dyer
and
Members of the Common Council
City of Danbury
Danbury, Conn. 06810

Dear Mayor Dyer and Council Members

We the undersigned Registrars of Voters request the appropriation of \$2030.80 to be put into our account # 029500, (Outside Services).

This appropriation is necessary to pay for the expense in making adjustments and repairs to the voting machines. These adjustments were to prevent dual voting for persons double endorsed. Special parts had to be ordered from the Voting Machine Service Center, Inc. of Gerry, New York.

This was an unforeseen expense completely impossible to predict at the time of budget preparation.

Respectfully Submitted

Jean M Hazard
Jean. M. Hazard
George F Schmiedel
George F. Schmiedel
Registrars of Voters



CITY OF DANBURY
OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

JAMES E. DYER
MAYOR

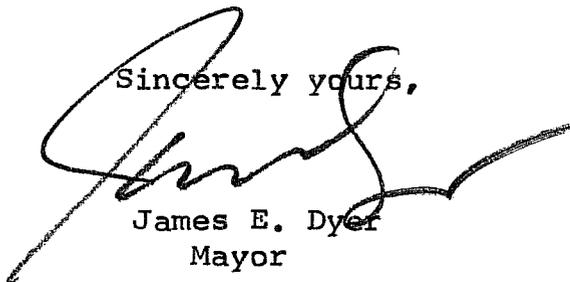
December 1, 1981

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members:

The attached request for a reclassification of the field person in the office of the Assessor, is hereby submitted for your consideration.

Sincerely yours,


James E. Dyer
Mayor

JED/mr



City of Danbury

DANBURY, CONNECTICUT 06810

DEPARTMENT
OF FINANCE

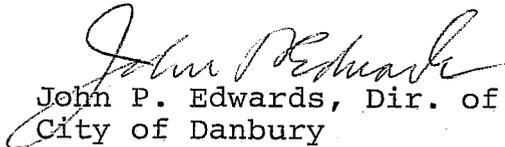
November 19, 1981

To: Mayor James E. Dyer and the
Common Council
From: John P. Edwards, Dir. of Finance, Acting

In order to recognize a reclassification of the field person in the Assessors office to senior field person we request that \$1,273 be transferred to the Assessor's salary account from the Contingency Account.

I so certify to the availibility of funds.

This request has the approval of the appropriate parties, the union and the City.


John P. Edwards, Dir. of Finance, Acting
City of Danbury

JPE.pcf.



City of Danbury

DANBURY, CONNECTICUT 06810

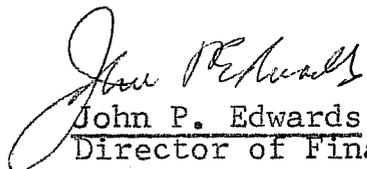
DEPARTMENT
OF FINANCE

November 24, 1981

To: Common Council via
Mayor James Dyer

From: John P. Edwards

We hereby certify to the availability of 5,000. in the Contingency Account to be transferred to Registrars P/T Services #02-01-131-011001.


John P. Edwards
Director of Finance, Acting



CITY OF DANBURY
REGISTRAR OF VOTERS

Room 328 - City Hall
Danbury, Connecticut 06810

Nov. 18th, 1981

Mayor James E. Dyer
Members of the Common Council
City of Danbury
Danbury, Connecticut

We the undersigned, respectfully request the appropriation of \$5000.00 to cover approximate expenses we will incur with regards to the referendum on the road bond issue to be voted on Dec. 17th, 1981.

Respectfully Submitted

A handwritten signature in cursive script that reads "Jean M. Hazard".

Jean M. Hazard

A handwritten signature in cursive script that reads "George F. Schmiedel".

George F. Schmiedel

Registrars of Voters



CITY OF DANBURY
OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

JAMES E. DYER
MAYOR

December 1, 1981

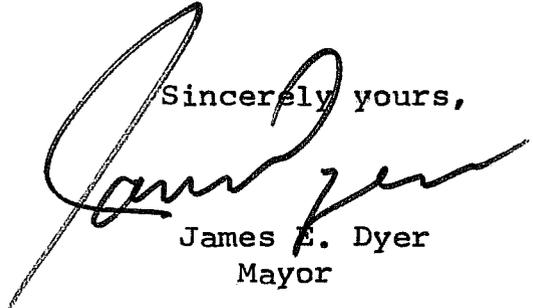
Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members:

Councilman White, State Representative Smith and Chief Macedo have been working on obtaining a traffic signal for Mill Plain Road and Kenosia Avenue.

I respectfully urge your prompt approval of the City's share of the cost.

Sincerely yours,



James E. Dyer
Mayor

JED/mr

cc: Rep. Martin Smith



NELSON F. MACEDO
CHIEF



DEPARTMENT OF POLICE
CITY OF DANBURY
CONNECTICUT
06810

November 23, 1981

To: Mayor James E. Dyer
From: Chief Nelson F. Macedo, P.D. *N.F.M.*
Subj: Signalization, Rte 6 at Kenosia Avenue

Enclosed is a copy of a communication received at my office on October 26, 1981, from James E. Rice, Department of Transportation, Bureau of Highways, with regard to the above location, for your consideration.

Also enclosed are copies of several communications with regard to this signalization.

Also be advised that Councilman Richard White has also expressed his interest and concern for this signalization.

Enclosures (8)



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

October 22, 1981

Chief Nelson F. Macedo
Police Department
120 Main Street
Danbury, Connecticut 06810

Dear Chief Macedo:

Subject: Cost Sharing Agreement No. 9.29-02(81)
Traffic Control Signal Installation
Route 6 and Kenosia Avenue

A preliminary investigation has revealed that a traffic control signal installation is warranted at the subject location. However, before we recommend to the State Traffic Commission to approve the installation of this signal, it is necessary that the Town of Danbury enter into an agreement with the State of Connecticut.

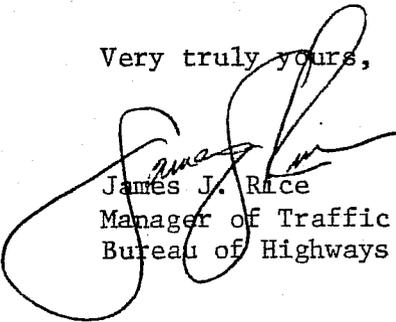
The agreement states in part that the Town of Danbury shall deposit with the state, upon demand, a lump sum payment of \$10,000.00 which represents 33-1/3% of the estimated cost of the installation. The Town of Danbury shall pay the entire cost of the electrical energy necessary to operate the proposed signal. The Department of Transportation shall provide maintenance of the signal thereafter.

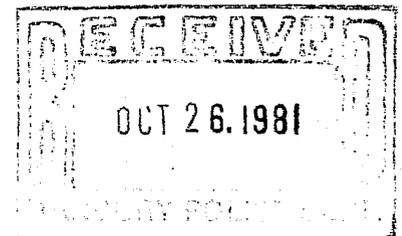
Enclosed are four copies of our cost sharing agreement and a resolution form which must be completed in accordance with the steps outlined on the attached form entitled "Agreement Execution Information."

If we do not receive any correspondence from you concerning this matter within 90 days of the date of this letter, it will be assumed that you do not wish to proceed and the project will be cancelled.

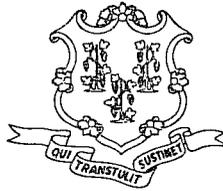
If you have any question on this matter, please contact Mr. Conrad Janssen of this office. He may be reached at the telephone number listed below.

Very truly yours,


James J. Rice
Manager of Traffic
Bureau of Highways



Phone 566-3590



State of Connecticut
HOUSE OF REPRESENTATIVES
STATE CAPITOL
HARTFORD, CONN. 06115

REPRESENTATIVE MARTIN J. SMITH, JR.
ONE HUNDRED AND EIGHTH DISTRICT

9 FIELD ROAD
DANBURY, CONNECTICUT 06810

MEMBER
FINANCE, REVENUE AND BONDING COMMITTEE
ENVIRONMENT COMMITTEE
INTERNSHIP COMMITTEE

October 6, 1981

The Honorable James E. Dyer
City of Danbury
Office of the Mayor
Danbury, CT 06810

Dear Jim:

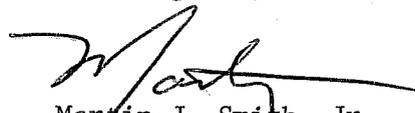
Thank you for explaining the City's position on the new traffic light at Mill Plain Road and Kenosia Avenue.

Enclosed please find a letter from the Department of Transportation explaining state policy. As you can see, it is standard operating procedure for a cost sharing funding formula to finance construction of traffic signals at intersections of city and state roads. I strongly believe that since both entities will mutually benefit from a traffic light at this dangerous intersection, the funding formula proposed is equitable.

I realize the fiscal constraints that all levels of government are confronted with. However, failure to capitalize on this opportunity to rectify a hazardous situation would be very disappointing.

I sincerely hope we can work together to solve this problem.

Best regards,

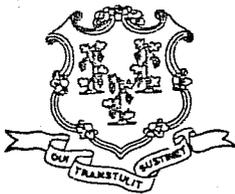


Martin J. Smith, Jr.
State Representative

MJS:nm

Enc.

cc: Sixth and Seventh Ward Councilmen
Chief Nelson Macedo



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

September 30, 1981

Hon. Martin Smith
State Representative
One Hundred Eighth District
9 Field Road
Danbury, Connecticut 06810

Dear Representative Smith:

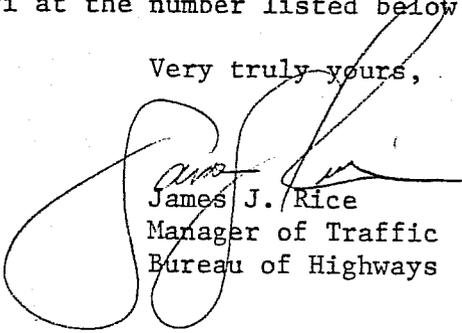
Subject: Signal Funding

This letter will confirm your September 24, 1981 telephone conversation with Mr. John A. Vivari of this office concerning our basic policy for funding of traffic signal installations on state highways.

If a community requests a survey for a signal installation on a state highway and if a signal is deemed warranted, the Department of Transportation will participate in the construction costs in proportion to the number of state road approaches to an intersection. After construction, we will provide ordinary maintenance of the signal and expect the community to pay the electrical energy costs for signal operation. If all the approaches to the intersection are state highways, we assume all costs for construction, operation and maintenance. The aforementioned is not all inclusive but does cover normal conditions. At times, the circumstances involved are more complicated and the situation will be addressed within the framework of the aforementioned policy and the record of decisions made when unusual circumstances were involved.

If you have any further questions concerning this matter, please feel free to call Mr. Vivari at the number listed below.

Very truly yours,


James J. Rice
Manager of Traffic
Bureau of Highways

Phone 566-4060



NELSON F. MACEDO
CHIEF



DEPARTMENT OF POLICE
CITY OF DANBURY
CONNECTICUT
06810

May 5, 1981

William W. Stoeckert
Executive Secretary
State Traffic Commission
186 Newington Road
West Hartford, Conn. 06110

Dear Mr. Stoeckert:

Enclosed is a copy of a letter received at my office on April 30, 1981, requesting consideration for a traffic light at Mill Plain Road & Kenosia Avenue.

Please consider this a request for your office to conduct a survey at this location and advise this office as to the results.

A second location of Mill Plain Road and Old Ridgebury Road is also mentioned in this letter, which I understand is being handled by the Department of Transportation.

Thank you for your kind attention to this request.

Very truly yours,

Nelson F. Macedo
Chief of Police

NFM/ct

April 27, 1981

Nelson Macedo, Chief
Danbury Police Department
Danbury
Connecticut 06810

Re: Traffic lights

Dear Chief Macedo:

As per our conversation of the other day, I am herewith formally requesting another traffic count for consideration of a traffic light at Mill Plain Road & Kenosia Avenue and another light at Mill Plain Road and Old Ridgebury Road.

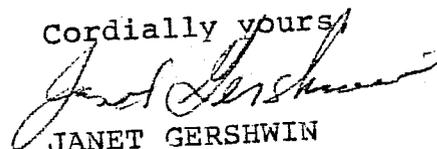
There have been many additions in the way of development since last year's study. The following lists just a few:

David's
Mill Plain Shopping Mall
Westwood Village
Leigh Corporation Office Complex
Morganti Office Complex
Homequity, Boehringer Ingleheim, Union Carbide
I. B. M.
Rollerdome
Thursday's

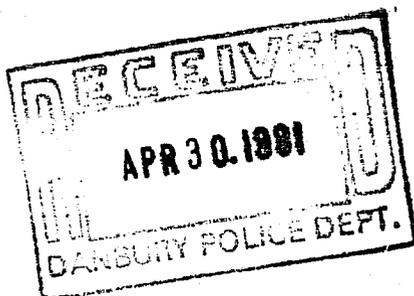
It seems most prudent at this time to move ahead with the installation of the traffic lights before other developments move in on us and we have an impossible situation. As it is, Mill Plain is a blind area for traffic entering into it and has been the site of many an accident.

The community request that this be implemented without undue delay.

Cordially yours,



JANET GERSHWIN
93 Boulevard Drive
Danbury, Connecticut 06810
748-4165





City of Danbury

DANBURY, CONNECTICUT 06810

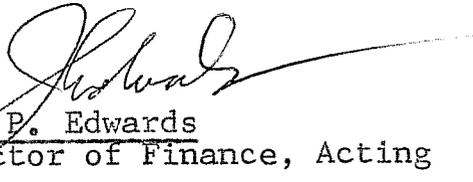
DEPARTMENT
OF FINANCE

November 24, 1981

To: Common Council via
Mayor James Dyer

From: John P. Edwards

We hereby certify as to the availability of \$10,000. in the Contingency Account to be transferred to a New Capital Account for traffic signal for Mill Plain Road & Kenosia Avenue.


John P. Edwards
Director of Finance, Acting



CITY OF DANBURY
OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

JAMES E. DYER
MAYOR

December 1, 1981

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members:

The attached request for funds for the Summer Nutrition
Program is hereby submitted for your approval.

Sincerely yours,

A handwritten signature in black ink, appearing to read "James E. Dyer", is written over the typed name and title.

James E. Dyer
Mayor

JED/mr

cc: D. Setaro for certification



City of Danbury

DANBURY, CONNECTICUT 06810

DEPARTMENT
OF FINANCE

November 5, 1981

To: Mayor James Dyer
From: Dominic A. Setaro, Jr.

Recently the State of Connecticut Department of Education notified us that we owe them a balance of \$2,469.00 for our Summer Nutrition Program. This represents the ineligible costs not covered by the State of Connecticut. We therefore will need an appropriation from the Common Council in the amount of \$2,469.00.

Please place this on the next Common Council Agenda.

Dominic A. Setaro, Jr.
Assistant Comptroller

c. John P. Edwards
Brain Graney



City of Danbury

DANBURY, CONNECTICUT 06810

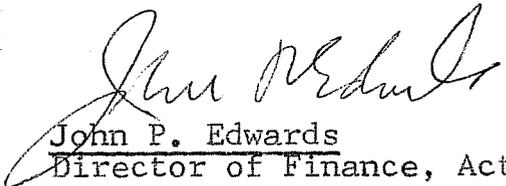
DEPARTMENT
OF FINANCE

November 24, 1981

To: Common Council via
Mayor James Dyer

From: John P. Edwards

We hereby certify to the availability of \$2,469. in the Contingency Account to Be transferred to Common Council Acct.#02-01-100-072800 Contribution Grants.


John P. Edwards
Director of Finance, Acting



CITY OF DANBURY
CITY HALL
DANBURY, CONN. 06810

Welfare Department
797-4569

November 23, 1981

Mayor James E. Dyer and
Members of the Common Council
City Hall
155 Deer Hill Avenue
Danbury, Connecticut 06810

Dear Mayor Dyer and Members of the Common Council,

Among the duties delegated to the City Welfare Department, is one that can be kindly termed Eviction Coordination.

Please read the attached State of Connecticut Statute.

As is clearly stated, it is necessary to have available a storage facility. At this time there is no City owned space available for such a purpose.

After careful consideration I have rented a storage unit from the U-Haul complex located on Division Street. The cost is \$60.00 monthly some of which the City can defray by renting yearly, for a total cost of \$400.00 per year. The yearly arrangement is cost effective for the above mentioned reason and also because valuable man hours are wasted attempting to locate temporary storage within a 24 hour notice.

The arrangement has been made and the space paid for with General Assistance funds. I am requesting that this money be replaced from the Contingency Fund. I am making this request since the Statute implies City responsibility, not specifically the Welfare Department.

I trust that my request will be honored. I will be available to answer the questions you may have.

Thank you for your time and cooperation.

Sincerely yours,

Deborah A. MacKenzie
Deborah A. MacKenzie
Acting Director

LANDLORD AND TENANT § 47a-42

§ 47a-40. No entry fee, judgment fee or costs on application or hearing

No entry fee and no judgment fee shall be required and no costs shall be taxed in favor of either party in connection with an application for a stay of execution and the hearing thereon.
(1979, P.A. 79-571, § 68.)

1979 Amendment

1979, P.A. 79-571, § 68, substituted "an application for a stay of execution" for "such application" following "connection with".

Library References

Recovery of rent, see Conn. Practice Book Ann. by Kaye and Efron, Vol. 3, Form 704.1.

Summary process—Lease, see Conn. Practice Book Ann. by Kaye and Efron, Vol. 3, Form 704.10.

§ 47a-41. Waiver of tenant's rights to be void

Any provision of a lease or rental agreement whereby a lessee or tenant waives the benefits of sections 47a-36 to 47a-40, inclusive, or any provision of any lease or rental agreement which limits the rights of any lessee or tenant under the provisions of said sections, is against public policy and void.
(1979, P.A. 79-571, § 67.)

1979 Amendment

1979, P.A. 79-571, § 67, inserted "or rental agreement" following "lease" in two instances; and substituted "is" for "shall be deemed to be" following "provisions of said sections".

Library References

Recovery of rent, see Conn. Practice Book Ann. by Kaye and Efron, Vol. 3, Form 704.3.

Summary process—Lease, see Conn. Practice Book Ann. by Kaye and Efron, Vol. 3, Form 704.10.

§ 47a-41a. Execution void after six months

An execution to enforce a summary process judgment shall not be issued after the expiration of six months from the date such judgment was entered, except that any period during which execution was stayed shall be excluded from the computation of the period of limitation.
(1979, P.A. 79-571, § 68; 1980, P.A. 399, § 6.)

1980 Amendment

1980, P.A. 80-399, § 6, amended the section by substituting "six months" for "one year" following "issued after the expiration of", and by deleting "pursu-

ant to sections 47a-35 to 47a-41, inclusive, of the general statutes, as amended by section 60 and sections 63 to 67, inclusive, of this act" following "which execution was stayed".

§ 47a-42. Eviction of tenant; sale of personal effects

(a) Whenever a judgment is entered against a defendant pursuant to section 47a-26, 47a-26a, 47a-26b or 47a-26d, such defendant shall forthwith remove himself, his possessions and all personal effects unless execution has been stayed pursuant to sections 47a-35 to 47a-41, inclusive. If execution has been stayed, the defendant shall forthwith remove himself, his possessions and all personal effects upon the expiration of any stay of execution. If the defendant has not so removed himself upon entry of a judgment pursuant to section 47a-26, 47a-26a, 47a-26b or 47a-26d, and upon expiration of any stay of execution, the plaintiff may obtain an execution upon such summary process judgment, and such defendant's possessions and personal effects may be removed by a sheriff or his deputy, pursuant to such execution, and set out on the adjacent sidewalk, street or highway.

(b) Before any such removal, the sheriff or deputy charged with executing upon any such judgment of eviction shall give the chief executive officer of the town twenty-four hours notice of the eviction, stating the date, time and

§ 47a-42 LANDLORD AND TENANT

location of such eviction as well as a general description, if known, of the types and amount of property to be removed from the premises. Before giving such notice to the chief executive officer of the town, the sheriff or deputy shall use reasonable efforts to locate and notify the defendant of the date and time such eviction is to take place and of the possibility of a sale pursuant to subsection (c) of this section.

(c) ~~Whenever the possessions and personal effects of a defendant are set out on the sidewalk, street or highway, and are not immediately removed by the defendant, the chief executive officer of the town shall remove and store the same.~~ Such removal and storage shall be at the expense of the defendant. If such possessions and effects are not called for by the defendant and the expense of such removal and storage is not paid to the chief executive officer within fifteen days after such eviction, the chief executive officer shall sell the same at public auction, after using reasonable efforts to locate and notify the defendant of such sale and after posting notice of such sale for one week on the public signpost nearest to the place where the eviction was made. The chief executive officer shall deliver to the defendant the net proceeds of such sale, if any, after deducting a reasonable charge for removal and storage of such possessions and effects. If the defendant does not demand the net proceeds within thirty days after such sale, the chief executive officer shall turn over the net proceeds of the sale to the town treasury.

(1979, P.A. 79-571, § 69.)

1979 Amendment
1979, P.A. 79-571, § 69, rewrote section.
Library References
Recovery of rent, see Conn. Practice Book Ann. by Kaye and Effron, Vol. 3, Form 704.3.

Summary process—Lease, see Conn. Practice Book Ann. by Kaye and Effron, Vol. 3, Form 704.10.

CHAPTER 833

ENTRY AND DETAINER

Sec.		Sec.	
47a-43.	Complaint and procedure; forcible entry and detainer; entry and detainer.	47a-45a.	Finding. Judgment. Costs. Title to land not affected [New].
47a-44.	Judge to try issue unless jury moved for and bond posted.	47a-46.	When double damages allowable.
47a-45.	Summoning of jury.	47a-47 to 47a-49.	Reserved for future use.

§ 47a-43. Complaint and procedure: Forcible entry and detainer; entry and detainer

(a) When any person (1) makes forcible entry into any land, tenement or dwelling unit and with a strong hand detains the same or (2) having made a peaceable entry, without the consent of the actual possessor, holds and detains the same with force and strong hand or (3) enters into any land, tenement or dwelling unit and causes damage to the premises or damage to or removal of or detention of the personal property of the possessor, or (4) when the party put out of possession would be required to cause damage to the premises or commit a breach of the peace in order to regain possession, the party thus ejected, held out of possession, or suffering damage may exhibit his complaint to any judge of the superior court.

(b) Such judge shall forthwith issue a summons to the party complained of, directed to some proper officer, to notify him to appear at a specified time and place, within eight days from the exhibition of such complaint, in the su-



CITY OF DANBURY
OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

JAMES E. DYER
MAYOR

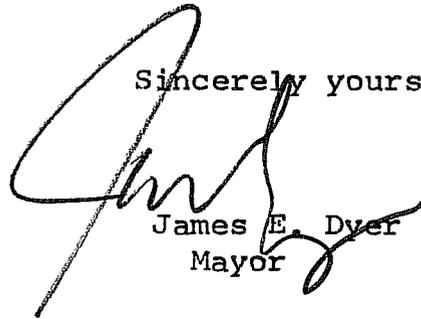
December 1, 1981

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members:

The attached request for a Tree Worker Ground Man is hereby submitted for your consideration.

Sincerely yours,



James E. Dyer
Mayor

JED/mr



CITY OF DANBURY
CITY HALL
Danbury, Conn. 06810

November 13, 1981.

DANIEL GARAMELLA
Director of Public Works

TO: JAMES E. DYER, MAYOR
FROM: D.A. GARAMELLA, DIRECTOR OF PUBLIC WORKS
SUBJECT: Hiring of Personnel

I would strongly recommend a Tree Worker Ground Man for our Forestry Department. With this addition we can double our output as we can send out two crews instead of one.

The position would be an entry level position paying \$6.00/hr.

D. Garamella

cc: B. Johnson



CITY OF DANBURY
OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

JAMES E. DYER
MAYOR

December 1, 1981

Honorable Members of the Common Council
City of Danbury
Connecticut

Dear Council Members:

I respectfully request your confirmation of the following appointments to the Parks and Recreation Commission:

For a term to expire on December 1, 1984:

Richard L. Chambon, 22 Dogwood Drive, Danbury
Vincent A. Iovino, Jr., 168 Great Plain Road, Danbury
Thomas F. Dyer, Jr., 1 Ole Musket Lane, Danbury

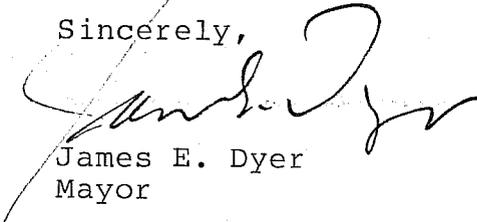
For a term to expire on December 1, 1983:

A. Paul Nichols, 13 Valerie Lane, Danbury
Dominick M. Pacific, 35 Virginia Avenue, Danbury
George H. Rivard, 14 Hawley Road Ext., Danbury

For a term to expire on December 1, 1982:

Peter J. Krajc, 15 Karen Road, Danbury
Robert S. Sweeney, 16 Hilltop Manor, Danbury
Donnie Perkins, 42 Virginia Avenue, Danbury

Sincerely,


James E. Dyer
Mayor

JED:mad



029

CITY OF DANBURY
OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

JAMES E. DYER
MAYOR

December 1, 1981

Honorable Members of the Common Council
City of Danbury
Connecticut

Dear Council Members:

I respectfully request your confirmation of the following appointment and re-appointment to the Environmental Impact Commission:

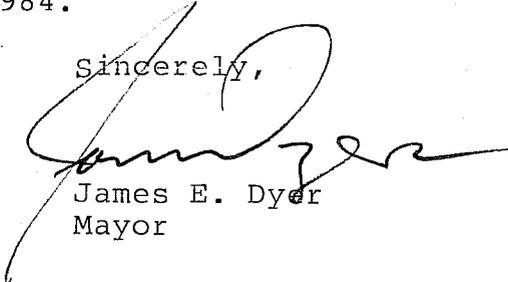
Appointment:

Mr. Joseph C. Bolduc, 82 Hillandale Road, Danbury as an elector member for a term to expire on December 1, 1984.

Re-appointment:

Mr. Hampton Parker, 25 Indian Head Road, Danbury as a representative of the Flood and Erosion Board, for a term to expire on December 1, 1984.

Sincerely,



James E. Dyer
Mayor

JED:mad



CITY OF DANBURY
OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

JAMES E. DYER
MAYOR

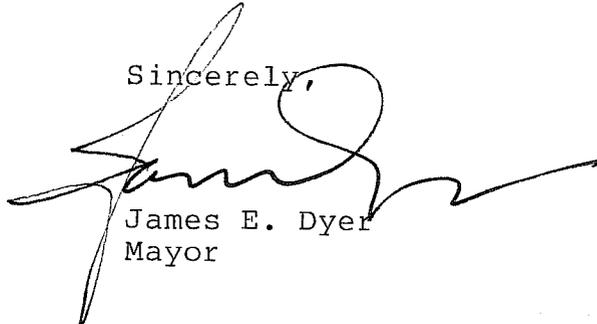
December 1, 1981

Honorable Members of the Common Council
City of Danbury
Connecticut

Dear Council Members:

I respectfully request your confirmation of the appointment of Pamela Hajjar, 76 Franklin Street, Danbury to the Equal Rights and Opportunities Commission for a term to expire on August 1, 1983.

Sincerely,



James E. Dyer
Mayor

JED:mad



031
031

CITY OF DANBURY
OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

JAMES E. DYER
MAYOR

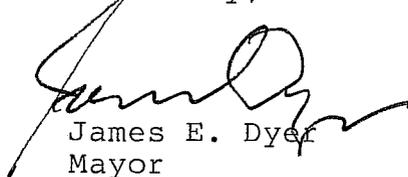
December 1, 1981

Honorable Members of the Common Council
City of Danbury
Connecticut

Dear Council Members:

I respectfully request your confirmation of the appointment of Christopher Taylor, Ridgebury Road to the Aviation Commission for a term to expire on July 1, 1984.

Sincerely,



James E. Dyer
Mayor

JED:mad



032
032

CITY OF DANBURY
OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

JAMES E. DYER
MAYOR

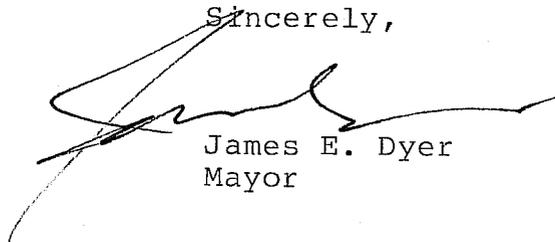
December 1, 1981

Honorable Members of the Common Council
City of Danbury
Connecticut

Dear Council Members:

I respectfully request your confirmation of the re-appointment of Dominic Lariccia, 15 Myrtle Avenue and Dino Storoni, 3 Westwood Terrace to the Stanley Lasker Richter Memorial Park Authority for a term to expire on September 1, 1984.

Sincerely,



James E. Dyer
Mayor

JED:mad



CITY OF DANBURY
CITY HALL
DANBURY, CONN. 06810

WILLIAM K. HANNA
TAX COLLECTOR

November 5, 1981

TELEPHONE:
(203) 797-4541

Mayor James E. Dyer and
Members of the Common Council
City of Danbury
City Hall
Danbury, Connecticut 06810

RECEIVED
NOV 6 1981
OFFICE OF CITY CLERK

Gentlemen:

In compliance with Section 21-38d of the Danbury Code of Ordinances, please find attached the Superintendent of Public Utilities' report of rebate.

The amount of abatement for the time period June 1, 1981 to November 30, 1981, is \$1,916.60.

These abatements have been made as these properties have been vacant for the billing period.

Very truly yours,

D. Garamella

D. Garamella,
Director of Public Works

DG:rng



ORDINANCE
CITY OF DANBURY, STATE OF CONNECTICUT
BOARD OF COUNCILMEN

December 1, 1981

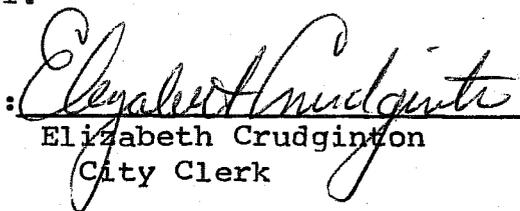
Be it ordained by the Common Council of the City of Danbury:

THAT Subsection 18-12(b)(2) of the Code of Ordinances of Danbury, Connecticut is hereby amended to read as follows:

"Such person must have a principal residence located in Danbury and must have paid taxes in Danbury for one (1) year immediately preceding his or her receipt of tax benefits hereunder."

EFFECTIVE DATE: This Ordinance shall take effect thirty (30) days after adoption and publication, as provided by law and Section 3-10 of the Charter of the City of Danbury, Connecticut.

Adopted by the Common Council December 1, 1981.
Approved by the Mayor December 3, 1981.

Attest: 
Elizabeth Crudginton
City Clerk



CITY OF DANBURY

COMMON COUNCIL

DANBURY, CONNECTICUT 06810

December 1, 1981

REPORT

Honorable Members of the Common Council
City of Danbury, Connecticut

Re: Ordinance concerning membership of Commission On Aging.

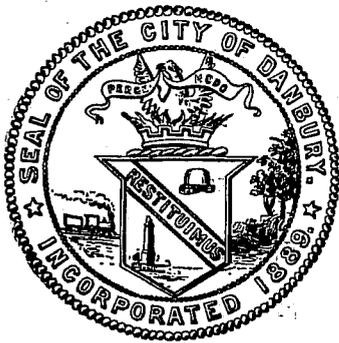
A public hearing was held on the proposed Ordinance on Nov. 23, 1981 at 7:30 P.M. in the Council Chambers at City Hall.

The Common Council met as a committee of the whole on Nov. 23, 1981 following the public hearing, in the Council Chambers at City Hall. A motion was made by Councilman Boynton and seconded by Councilman Charles to recommend adoption of the proposed Ordinance. Motion carried.

Respectfully submitted

Constance McManus

Constance McManus
Common Council President



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ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT
BOARD OF COUNCILMEN

December 1, 1981

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

That Subsection 2-56.1(c) of the Code of Ordinances of Danbury, Connecticut is hereby amended to read as follows:

"During the calendar year 1981 the commission shall consist of twenty-one (21) members. During the calendar year 1982 the commission membership shall be reduced to not more than seventeen (17) members. During the calendar year 1983 the commission membership shall be reduced to not more than thirteen (13) members. During the calendar year 1984 the commission membership shall be reduced to nine (9) members. Thereafter the commission shall consist of nine (9) members. The aforementioned reductions in commission size shall be accomplished by the appointment of three (3) commissioners in each of the years 1982 through 1984 although the terms of seven (7) commissioners shall expire in each such year. All commission members shall be resident electors of the City of Danbury and shall be appointed by the Mayor and confirmed by the Common Council."

BE IT FURTHER ORDAINED BY THE COMMON COUNCIL OF THE CITY OF DANBURY that Section 2-56.1(d) of the Code of Ordinances of Danbury, Connecticut is hereby amended to read as follows:

"The terms of office for each member shall be for a period of three (3) years and until his or her successor is appointed and the appointment confirmed. Any vacancy in the membership of the Commission which may occur through death, resignation, or otherwise may be filled for the unexpired portion of the term of such member by mayoral appointment and Common Council confirmation."



CITY OF DANBURY

COMMON COUNCIL

DANBURY, CONNECTICUT 06810

December 1, 1981

REPORT

Honorable Members of the Common Council
City of Danbury, Connecticut

Re: Ordinance concerning Special Assessments on Improvements.

A public hearing was held on the above captioned Ordinance, on November 23, 1981 at 8:00 O'Clock P.M. in the Council Chambers at City Hall.

The Common Council met as a committee of the whole on Nov. 23, 1981 following the public hearing, in the Council Chambers at City Hall. A motion was made by Councilman Boynton and seconded by Councilwoman J. Butera to recommend adoption of the proposed Ordinance. Motion carried.

Respectfully submitted

Constance McManus
Common Council President



ORDINANCE

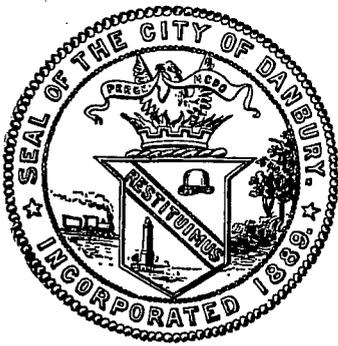
CITY OF DANBURY, STATE OF CONNECTICUT

BOARD OF COUNCILMEN

December 1, 1981

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

- A. Generally. At any time after the City of Danbury, by its Common Council, resolves to lay out or construct any public work or improvement, the Common Council may levy benefit assessments upon the lands and buildings in the municipality which, in its judgment, are especially benefited thereby, whether they abut on such public work or improvement or not, and upon the owners of such land and buildings, according to such rule as the Common Council adopts, subject to the right of appeal as hereinafter provided.
- B. Applicability to Present and Future Construction.
1. The provisions of this article shall not apply to public works or improvements under contract or construction prior to the effective date hereof.
 2. In the event the building or buildings are constructed or expanded after the initial assessment hereunder, the Common Council may assess benefits against same as if said buildings or structures had existed at the time of the initial assessment.
- C. Properties Exempted; Exception to Exemption.
1. Benefits shall not be assessed against property not zoned for business, commercial or industrial purposes nor for land classified as farm land, forest land or open space land as of the last-completed grand list of the City pursuant to Sections 12-107a through 12-107e inclusive of the Connecticut General Statutes unless said land has been constructed upon or has been approved for construction, expansion or development.
 2. The provisions of subsection (1) above notwithstanding, property zoned for residential use may be assessed in accordance with the further provisions hereof if same has been subdivided, has been built upon or where a building permit has been issued thereon.
- D. Determination of Cost of Public Work or Improvement, Authority to Divide Benefited Territory into Districts. The Common Council shall ascertain the cost of the public work or improvement and in so doing shall take into account all costs of construction, including but not limited to, the cost of construction, land acquisition, all costs connected with borrowing whether by temporary or permanent financing; all engineering or legal fees especially chargeable to the project, and any other costs or expenses needed to build the public work or improvement or a portion thereof, and may divide the



ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT

BOARD OF COUNCILMEN

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

total territory to be benefited into districts or segments and may levy assessments against the property benefited in each district or segment separately.

- E. Criteria for Determination of Assessment. The Common Council shall assess the benefits of each public work or improvement based upon the following criteria:
1. Area of the property benefited.
 2. Frontage of the property benefited.
 3. [Number of building units:] As to residential property, the present permitted zoning classification of the property benefited, including the existing number of units thereon or the number of units allowable under zoning regulations, whichever is greater. As to property zoned commercial or industrial, a unit shall constitute for purposes of this article an area of five thousand (5,000) square feet; any commercial or industrial property of less than five thousand (5,000) square feet which contains or can be permitted to contain a lawful use shall be deemed to contain five thousand (5,000) square feet for the purposes of this article, and any commercial or industrial property containing more than five thousand (5,000) square feet, to the extent that such excess over five thousand (5,000) square feet does not constitute a full unit as set forth herein, shall be assessed based upon the percentage that such excess bears to a full 5,000-square-foot unit.
 4. The grand list valuation of the property benefited, including both land and buildings.

The Common Council may make reasonable allowances whenever for any reason the particular situation of any property requires an allowance.

- F. Formula for Calculation of Assessment. The assessment of benefits according to the criteria set forth in subsection E hereof shall be made in accordance with the following formula so that each of the four (4) elements is given a weight of twenty-five (25) per cent in each owner's assessment of benefits vis-a-vis other properties subject to assessment under this article. Each owner's assessment shall represent a portion of the total cost of the project in question.
1. Area of lot or parcel to be assessed divided by total area of lots, parcels or property subject to assessment hereunder and served by project equals _____.



ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT

BOARD OF COUNCILMEN

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

2. Frontage of lot or parcel to be assessed divided by total frontage of parcels or lots or property subject to assessment hereunder and served by project equals _____.
 3. Number of existing building units on lot or parcel to be assessed divided by total number of building units in area served by project equals _____.
 4. Property valuation (latest grand list) for tax purposes of lot or parcel assessed divided by total property valuation (latest grand list) for tax purposes of all lots, parcels, buildings and improvements subject to assessment hereunder in area served by project equals _____.
 5. Total of (1) - (4) inclusive above equals _____.
 6. The total sum derived from (5) above shall be divided by four (or multiplied by .25) to arrive at a multiplier to determine each owner's assessment when said multiplier is multiplied against the difference between the total cost of the public work or improvement in question and that portion of the cost of said project attributable to the benefit accruing to the public in general.
- G. Use of Maps of City Assessor for Measurements. For the purposes of any measurements required under this article, the maps of the Assessor of the City shall be deemed applicable and accurate unless shown to be otherwise by a Class A2 survey certified by a registered land surveyor.
- H. Calculation of Frontage.
1. For the purposes of this article any lot with frontage on a street shall be deemed to have a minimum frontage of fifty (50) feet even though the actual frontage shall be less than fifty (50) feet.
 2. A corner lot which is at the intersection of and abuts two (2) or more streets, when the angle of intersection is not more than one hundred thirty-five (135) degrees, or where the intersection is rounded by a curve having a radius



ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT

BOARD OF COUNCILMEN

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

of less than one hundred (100) feet, shall be assessed by the sum of the sides (a side hereby being a minimum of fifty (50) feet for these calculations) divided by the number of sides.

- I. Authority of Council to Provide for Installment Method of Payment. The Common Council may, by resolution, provide for an installment method of payment of any assessment levied hereunder in a manner analagous to provisions specified in Section 7-253 of the Connecticut General Statutes.
- J. Enactment Procedure. The Common Council shall fix in the assessment of benefits resolution the due date of assessments made hereunder as well as the manner in which same shall be paid, whether in full or by installment pursuant to subsection I hereof.

No assessment shall be made until after a public hearing before the Common Council at which the owner of the property to be assessed shall have an opportunity to be heard concerning the proposed assessment. Notice of the time, place and purpose of such hearing shall be published at least ten (10) days before the date thereof in a newspaper having a circulation in the municipality, and a copy of such notice shall be mailed to the owner of any property to be affected thereby at such owner's address as shown in the last-completed grand list of the municipality or at any later address of which the Common Council may have knowledge. A copy of the proposed assessment shall be on file in the office of the clerk of the municipality and available for inspection by the public for at least ten (10) days before the date of such hearing. When the Common Council has determined the amount of the assessment to be levied, it shall file a copy thereof in the office of the clerk of the municipality and, not later than five (5) days after such filing, shall cause the same to be published in a newspaper having a circulation in the municipality. Such publication shall state the date on which such assessment was filed and that any appeals from such assessment must be taken within thirty (30) days after such filing. Any person aggrieved by any assessment may appeal to the superior court for the county or judicial district wherein the property is located and shall bring any such appeal to a return day of said court not less than six (6) or more than twenty (20) days



ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT

BOARD OF COUNCILMEN

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

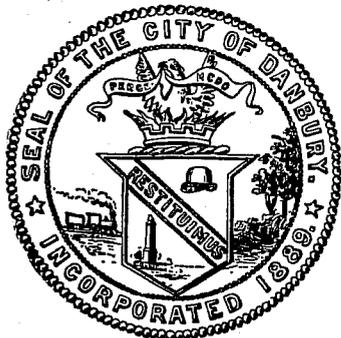
after service thereof, and such appeal shall be privileged in respect to its assignment for trial. Said court may appoint a state referee to appraise the benefits to such property and to make a report of his doings to the court. The judgment of said court, either confirming or altering such assessment, shall be final. No such appeal shall stay proceedings for the collection of the particular assessment upon which the appeal is predicated, but the appellant shall be reimbursed for any overpayments made if, as a result of such appeal, his assessment is reduced.

K. Deferred Assessments.

1. In the case of assessments for property zoned for residential use where said parcel contains a residential use and excess land as herein defined, the assessment shall be deferred to the extent that said excess property exceeds by more than one hundred (100) per cent the size of the smallest lot permitted in the lowest density residential zone of the City until such excess land shall be built upon, be subdivided or until a building permit for construction on said excess land shall be issued, whichever shall first occur.
2. No lien for payment shall be filed on property for which a deferral of assessment is required hereunder, but the Common Council shall cause the Tax Collector on its behalf to place a caveat on the land records as to all land for which an assessment of benefits has been deferred hereunder.

L. Delinquent Assessments. Delinquent assessments shall be secured in the method hereinafter provided:

1. Any assessment of benefits or any installment thereof, not paid within thirty (30) days after the due date, shall be delinquent and shall be subject to interest from such due date at the interest rate and in the manner provided by the General Statutes for delinquent property taxes. Each addition of interest shall be collectible as a part of such assessment.
2. Whenever any installment of an assessment becomes delinquent, the interest on such delinquent installment shall be as provided in paragraph (1) or five dollars (\$5.00), whichever is greater.



ORDINANCE
CITY OF DANBURY, STATE OF CONNECTICUT
BOARD OF COUNCILMEN

December 1, 1981

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

Any unpaid assessment and any interest due thereon shall constitute a lien upon the real estate against which the assessment was levied from the date of such levy. Each such lien may be continued, recorded and released in the manner provided by the General Statutes for continuing, recording and releasing property tax liens. Each such lien shall take precedence over all other liens and encumbrances except taxes and may be foreclosed in the same manner as property tax liens. The Tax Collector of the municipality may collect such assessments in accordance with any mandatory provision of the General Statutes for the collection of property taxes, and the municipality may recover any such assessment in a civil action against any person liable therefor.

EFFECTIVE DATE: This Ordinance shall take effect thirty (30) days after adoption and publication, as provided by law and Section 3-10 of the Charter of the City of Danbury, Connecticut.

Adopted by the Common Council December 1, 1981.
Approved by the Mayor December 3, 1981.

Attest:

Elizabeth H. Crudginton
Elizabeth Crudginton
City Clerk



CITY OF DANBURY

COMMON COUNCIL

DANBURY, CONNECTICUT 06810

December 1, 1981

REPORT

The Common Council committee formed by the Mayor to study the lease on the house at Hatters Community Park, met on November 13, 1981. In attendance were Councilpersons DaSilva and Evans. Also, Bob Ryerson Director of Parks & Recreation.

After a short discussion the committee voted to approve the lease between the City of Danbury and William Ambrose and Mary Ambrose. It is the recommendation of this committee that the Council approve this report and approve the issuing of this lease.

Respectfully submitted

Thomas Evans, Chairman

Edward Torian

Joseph DaSilva

30

RENTAL AGREEMENT

Date of this Agreement: _____, 19____

1. **Tenant.** The words "I", "me" and "my" in this Rental Agreement refer to each Tenant. Each Tenant is separately liable under this Rental Agreement. The following persons are Tenants: [name(s) and address(es)]

William Ambrose and Mary Ambrose
23 Division Street
Danbury, Connecticut 06810

2. **Landlord.** The words "you" and "your" refer to the Landlord who is: [name(s) and address(es)]

The City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut 06810

3. **Property.** I agree to rent from you the Property known as:

Single-family dwelling located at Hatter's Community Park

The word "Property" refers to the Rented Property. The word "Agreement" refers to this Rental Agreement.

4. **Term.** The term of this Rental Agreement is for _____ starting
on _____, 19____ and ending _____, 19____.

See Paragraph 22.

5. **Rent.** I agree to pay \$ 200.00 as rent to be paid as follows:

Monthly rental of \$200.00 is payable in full on or before the
first day of each month.

6. **Utilities.** I must pay for all utilities used on the Property. Utilities include water, gas, electricity and oil.

7. **Grace Period.** If I fail to pay the rent within ten days after it becomes due and payable, I am in default.

8. **Default, Waiver of Rights.** If I do not live up to the terms of this Agreement or if I move out before the end of the term then this Agreement shall terminate. You may then take possession as provided by law. I waive my right to require that you re-enter this Property before taking legal action.

9. **Care of Property.** I agree to keep this Property in as good a condition as it was at the beginning of the term, except for wear from reasonable use. At the end of this Agreement, I will move out and give the Property back to you.

10. **Alterations.** I must get your written consent to alter or improve the property.

11. **Compliance with Laws.** I must comply with all laws, orders, rules and requests of all governmental authorities. I will also comply with any insurance companies which have issued or are about to issue insurance policies covering this Property or its contents.

12. **Holding Over.** This Agreement cannot be renewed without your written consent. If I stay in possession after the end of this Agreement I will still comply with this Agreement.

13. **No Waiver by Landlord.** You do not waive any rights by accepting rent or by failing to enforce any of the terms of this Agreement.

14. **Acceleration of Payments.** If you end this Agreement I must immediately pay all of the rent for the rest of the term of this Agreement. You will try to rent this Property to others to reduce your damages. You will then pay to me the difference between your actual damages and the payments I have made.

15. **Restrictions.** I may not sublease or assign this Property without your written consent.

16. **Entry by Landlord.** You may enter the Property at reasonable times to provide services or to inspect, repair, improve or show it. You will give me reasonable notice of your intent to enter. You may enter the Property without my consent in case of emergency.

17. **Extended Absences.** I must notify you if I will be away from the Property for an extended period of time. Unless otherwise agreed you may enter the Property without my consent during such absence.

18. **Fire or Other Casualty.** My duty to pay rent may be reduced by fire or other casualties not caused by my negligence or wilful act. I will not be required to pay rent while my enjoyment of the Property is substantially impaired. I may also leave the Property and end this Agreement as of the day I leave. I must notify you of this in writing within 14 days. You will then return all rent due to me. I may also vacate any unusable part of the property. My rent would be reduced to the extent that the fair rental value is reduced.

19. **Quiet Enjoyment.** Subject to the terms of this Agreement as long as I am not in default, I may peaceably and quietly have, hold and enjoy the property.

20. **Subordination.** This Agreement and my rights are subject and subordinate to present and future mortgages on the Property. You may execute any papers on my behalf as my attorney in fact to accomplish this.

21. **Security Deposit.** I have deposited \$ 400.00 with you as security that I will live up to all of the terms of this Agreement. If I do not break any of the terms of this Agreement you will return this deposit and any interest due within 30 days after the end of this Agreement. You may apply as much of the deposit as necessary to reimburse you for any damages resulting from my occupancy.

22. **Term.** This rental agreement is entered into on a month to month basis commencing on the _____ day of _____, 1981 and will continue in full force and effect until terminated by either party by giving thirty (30) days written notice of the termination. In the event of notice of termination this lease will terminate on the first day of the month following the expiration of the thirty day notice period.

23. In addition to the rent agreed on in Paragraph 5, I, William Ambrose, agree to do the following as part of the consideration for this lease:

- (a) Undertake surveillance of the property twice each week day; once at dusk and once before I retire for the evening.
- (b) Undertake surveillance of the property four times on Saturday and four times on Sunday; twice during the day, once at dusk and once before I retire for the evening.
- (c) If I see anything unusual or improper, or if I observe a problem, I will notify the Police Department of the City of Danbury and the Parks and Recreation Director, or anyone he may designate.
- (d) I will keep a record of any calls I make under Subsection (c) above on forms provided to me by the Parks and Recreation Director. I will also note the date and time of the problem, details of the problem, the response time of the Police Department and any action taken.
- (e) If I am unable at any time to comply with the requirements of Subsections (a) and (b) above because of vacations or weekend trips I will notify the Parks and Recreation Director before I leave.

RENTAL AGREEMENT

Date of this Agreement: _____, 19____

1. Tenant. The words "I", "me" and "my" in this Rental Agreement refer to each Tenant. Each Tenant is separately liable under this Rental Agreement. The following persons are Tenants: [name(s) and address(es)]

William Ambrose and Mary Ambrose
23 Division Street
Danbury, Connecticut 06810

2. Landlord. The words "you" and "your" refer to the Landlord who is: [name(s) and address(es)]

The City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut 06810

3. Property. I agree to rent from you the Property known as:

Single-family dwelling located at Hatter's Community Park

The word "Property" refers to the Rented Property. The word "Agreement" refers to this Rental Agreement.

4. Term. The term of this Rental Agreement is for _____ starting
on _____, 19____ and ending _____, 19____.

See Paragraph 22.

5. Rent. I agree to pay \$ 200.00 as rent to be paid as follows:

Monthly rental of \$200.00 is payable in full on or before the
first day of each month.

6. Utilities. I must pay for all utilities used on the Property. Utilities include water, gas, electricity and oil.

7. Grace Period. If I fail to pay the rent within ten days after it becomes due and payable, I am in default.

8. Default, Waiver of Rights. If I do not live up to the terms of this Agreement or if I move out before the end of the term then this Agreement shall terminate. You may then take possession as provided by law. I waive my right to require that you re-enter this Property before taking legal action.

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11. Compliance with Laws. I must comply with all laws, orders, rules and requests of all governmental authorities. I will also comply with any insurance companies which have issued or are about to issue insurance policies covering this Property or its contents.

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- (e) If I am unable at any time to comply with the requirements of Subsections (a) and (b) above because of vacations or weekend trips I will notify the Parks and Recreation Director before I leave.

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 and I 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.

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
(State of incorporation), on behalf of the corporation.

.....
Commissioner of the Superior Court

		<p>LEASE</p>		
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CITY OF DANBURY

COMMON COUNCIL

DANBURY, CONNECTICUT 06810

REPORT

December 1, 1981

To: Mayor James E. Dyer
Members of the Common Council

From: Common Council Ad Hoc committee

Re: Request for transfer of funds to the Veterans Advisor
for a filing system.

Members of the committee: Boynton, Burke, Repole.

The committee met on Nov. 17, 1981 at 7:30 P.M. in room 432 at City Hall. Members present were Boynton and Repole. Councilman Burke was out of town. Also present was A. Hennessey - Veterans Advisor.

Mr. Hennessey explained that due to changes in the City Hall offices, his office lost its file room and caused him to put all 16-4 drawer filing cabinets in his office. This gives him only 1 to 2 feet between his desk and the filing cabinets on both sides of his small office.

The new system will take up only one side of his office and would allow approximately 40% increase in filing space available for future growth.

The cost of the new system would be \$3,987.10 - Installation \$450.00,
Total \$4,437.10.

A motion was made by Councilman Repole to recommend the transfer of funds as requested. This was seconded by Councilman Boynton. Motion passed.

The meeting was adjourned at 7:40 P.M.

Respectfully submitted

Ernest Boynton

James Burke

Frank Repole



City of Danbury

DANBURY, CONNECTICUT 06810

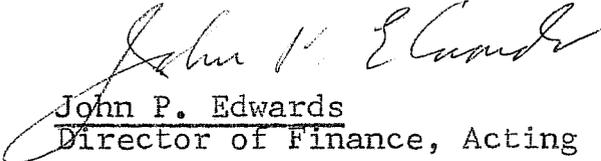
DEPARTMENT
OF FINANCE

November 24, 1981

To: Mayor James Dyer

From: John P. Edwards

We hereby certify to the availability of \$4,437.10 in the Contingency Account to be transferred to Veterans Advisory, Office Equipment Account #02-05-160-060500.


John P. Edwards
Director of Finance, Acting

Honorable Mayor James E. Dyer
Members of the Common Council

11/30/81

It is hereby requested that a committee be appointed to review the feasibility of drilling artesian wells on or near the shores of the primary and secondary reservoirs for the purpose of replenishing the water supplies of the City of Danbury.

Louis T. Charles, Jr.

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



DANBURY AIRWAYS
A Division of Transnational Corp.

November 30, 1981

Mrs. Constance McManus
Danbury City Council
155 Deerhill Avenue
Danbury, CT 06810

Dear Mrs. McManus:

As you may know, Danbury Airways, Inc. leases land from the City of Danbury for its corporate headquarters at 49 Miry Brook Road, Danbury. Located on the leased land are three (3) aircraft hangar buildings, the largest of which was built by Danbury Airways, completed in 1978 in which we have our corporate offices.

As a result of the recent air controllers strike and the resulting decline in aviation services business, our company is not fully utilizing all available hangar space. We have been approached by the Chieppo Bus Company of New Haven, CT, to sub-lease the small hangar building on the west side of our facility, consisting of approximately 2,700 square feet for a lease term of Ten (10) Years at an annual \$5,000.00 rental fee. We desire to pursue this rental arrangement. We may do so under Paragraph 4 of our lease with the City of Danbury only after the approval of the sub-lease by the Danbury Common Council.

The Chieppo Bus Company is a Connecticut Corporation established in 1920. From its headquarters in New Haven, CT, it owns and operates 25 tour and charter bus coaches as well as 100 school buses in the New Haven area. Since 1964 it has had a branch office in Danbury, currently at 51 Main Street, from which it operates five (5) charter-tour coaches serving the transportation needs of Danbury residents as well as many local companies. Its customers include the local d Cross, Danbury Senior Citizens, various schools within the Danbury School System, Barden Manufacturing, Risdon Manufacturing, Automation, Inc., Union Carbide, Bunker-Ramo, Pitney-Bowes, and several local private schools. It is a member of the Danbury Chamber of Commerce. Chieppo is forced to move from its present office and facility at 51 Main Street, due to the proposed demolition of the building to make way for a construction project.

It is the intention of the Chieppo Bus Company to use the small maintenance hangar for light maintenance for five (5) buses, including clean-up, turn around and fueling. No major bus maintenance will be performed at the Danbury



DANBURY AIRWAYS
A Division of Transnational Corp.

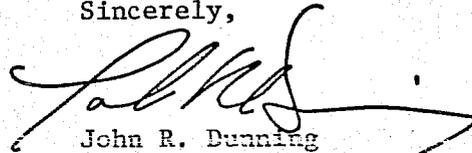
Mrs. Constance McManus
Danbury City Council
November 30, 1981

facility, but rather it will serve as a "turn-around" facility, exclusively for the company's five (5) buses. Additionally, the company intends to renovate the offices in the building, install lavatory facilities and the associated septic system. For this the bus company will provide a much needed back up service for our aviation charter and airline customers when due to delays and cancellations because of adverse weather conditions.

The bus company will be providing its own security system and will assume full responsibility for all renovation and maintenance expenses. It will fully protect through insurance both our company and the City of Danbury against all liability associated with its use of the premises. A maximum of five (5) buses will be permitted on the premises at any particular time.

Circumstances mandate that the bus company make an immediate move from 51 Main Street. Consequently we would request that the Common Council consider the proposed sub-lease for approval at its forthcoming meeting. We would be glad to provide any additional information you or the City Council may require for that purpose.

Sincerely,



John R. Dunning
President

JRD:rlb



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A Division of Transnational Corp.

November 30, 1981

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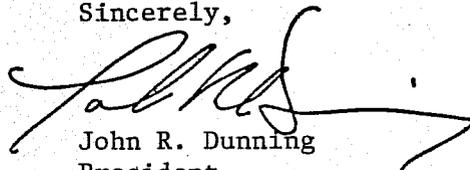
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Sincerely,



John R. Dunning
President

JRD:rlb

Channel Six Cable Access Station is at a crossroads. After seven years of operation, we have proved that we are a service to the community, despite constant struggles to secure sufficient funding. Hundreds of individuals and groups use our facilities, at no direct cost, on a regular or intermittent basis. We have trained college and high school students, as well as community individuals in small studio production and operation, enabling some of them to move up to positions with video in business, industry and the media. Two programs have won national awards. Danbury's Channel Six is recognized throughout the country as a "model" access station, and receives visitations and inquiries several times a year from city officials who are in the process of negotiating for their cable franchise, or need guidance in setting up their cable access studio.

The City of Danbury has an excellent opportunity, right now, to expand our service to the community at little cost to the taxpayer---literally a few pennies each. We are in a new, central, visible location, and will be able to tailor the physical set-up to our needs. We will be able to realize the potential of the access channel that former Mayor Arconti recognized when he insisted that the channel be included in the franchise agreement. The Common Council made a commitment to the continuation of the channel by authorizing our recent relocation. Now we need additional financial support. Our budget last year (fiscal year 1980-81) was over \$45,000. This year, \$17,000 was allocated for operation. Even with drastic cutbacks, this amount will be virtually exhausted by the beginning of the year. Channel Six cannot continue to produce quality programs for and with the people of this area without at least the staff we have had in the past. In addition, several of our key pieces of equipment need repair, one and perhaps two, pieces are beyond repair, and others are not fully operational. Most of the equipment is, after all, at least five years old, and some of it is over seven years old, and in constant use.

I would like to propose the following plan:

- a. retain present staff, at former hours and rate, (before cutback) with assurance of merit salary increases in future.
- b. repair as much equipment as possible to continue operation right now.
- c. gradually replace outdated, worn out equipment with updated equipment and establish a plan for future repair and replacement of equipment.

If the City of Danbury leads the way in support of Channel Six by accepting this budget, other funding sources (business, industry, individuals) may follow with their financial assistance. In this way an outside pattern of funding might be established. A support group, Community for Channel Six, has already begun to function.

All of us at the studio, and the numerous users and viewers of Channel Six, want to see the operation continue. It is important that an access channel be available to the community; a place where they can be sure of getting across their unedited message; a place where they will receive assistance and guidance in producing a quality program. Danbury is fortunate in having a television access operation in place, at a time when other

communities are just beginning to recognize that, although network TV is already solidly established, access TV is just coming into its own, and growing by leaps and bounds. Danbury has always been a leader; I know this will continue.

Respectfully submitted,

Dorothy F. Hull
Director, Channel Six

Proposed budget-Channel Six. Six months (January 1 - June 30, 1982)

Salaries:	<u>Six months</u>
Director (full-time, 35 hrs per week)	\$ 7,750
Production Manager (full-time, 35 hrs per week)	4,400
Production crew (part-time, 19 hrs per week)	1,690
Production/camera crew-2 (part-time, 15 hr. per week)	2,860
Salaries	<u>16,700</u>
Estimated Salary Benefits	3,340
Total salaries cost	<u>\$20,040</u>

Operating Expenses:

Utilities (rent, heat, electricity, phone)	2,000
Supplies (office, tape, cables, light bulbs, etc.)	1,800
Maintenance and repair	1,500
Sub-total	<u>5,300</u>

Equipment - replacement:

Small equipment (lights, microphones, etc.)	1,000
Video recorder	1,700
Sub-total	<u>2,700</u>

Equipment - new:

1 3/4" editing system	17,000
2 studio cameras - color	10,000
1 color monitor	1,700
Sub-total	<u>28,700</u>

TOTAL \$56,740

To: Mayor Dyer and the Common Council
Funding Proposal for Channel Six

43
11/25/81

Channel Six Cable Access Station is at a crossroads. After seven years of operation, we have proved that we are a service to the community, despite constant struggles to secure sufficient funding. Hundreds of individuals and groups use our facilities, at no direct cost, on a regular or intermittent basis. We have trained college and high school students, as well as community individuals in small studio production and operation, enabling some of them to move up to positions with video in business, industry and the media. Two programs have won national awards. Danbury's Channel Six is recognized throughout the country as a "model" access station, and receives visitations and inquiries several times a year from city officials who are in the process of negotiating for their cable franchise, or need guidance in setting up their cable access studio.

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Six months

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Production crew (part-time, 19 hrs per week)	1,690
Production/camera crew-2 (part-time, 15 hr. per week)	2,860

Salaries 16,700

Estimated Salary Benefits 3,340

Total salaries cost \$20,040

Operating Expenses:

Utilities (rent, heat, electricity, phone)	2,000
Supplies (office, tape, cables, light bulbs, etc.)	1,800
Maintenance and repair	1,500
sub-total	<u>5,300</u>

Equipment - replacement:

Small equipment (lights, microphones, etc.)	1,000
Video recorder	1,700
sub-total	<u>2,700</u>

Equipment - new:

1 3/4" editing system	17,000
2 studio cameras - color	10,000
1 color monitor	1,700
Sub-total	<u>28,700</u>

TOTAL \$56,740