

Meeting is called to order at 8:00 O'Clock P.M. by the Honorable Mayor, James E. Dyer.

PLEDGE OF ALLEGIANCE TO THE FLAG

PRAYER

ROLL CALL

Council Members - Johnson, Sollose, Foti, Torcaso, Esposito, Godfrey, Flanagan, Zotos, Chianese, Skoff, McManus, DaSilva, Gallo, Cassano, Charles, Boynton, Butera, Durkin, Eriquez, Farah, Torian.

17 Present 4 Absent.

NOTICES FROM MAYOR DYER

CONSENT CALENDAR

The Consent Calendar was

MINUTES

Minutes of Common Council Meetings held on September 5, 1984 - September 24, 1984 and September 26, 1984.

The Minutes were

01 CLAIMS

Alice M. Cossack - Carol Rustice - Modestino Charles Vecchiarino - Robert Scalzo - Wolfgang Moller.

Claims to be referred to the Claims Committee and Assistant Corporation Counsel for Claims.

02 RESOLUTION

- Commission on Aging to apply for a Grant for employment of a staff person for "Interweave"

The Resolution was

03 RESOLUTION

- To correct storm drainage in the area of Eugene Lane

The Resolution was

04 RESOLUTION

- To correct storm drainage in the area of Seneca Road.

The Resolution was

05 RESOLUTION

- Settlement of Claim

The Resolution was adopted and Claim authorized to be paid.

06 ✓

COMMUNICATION - Appointment of Administrative Assistant to the Mayor

The Communication was accepted and appointment confirmed.

07 ✓

COMMUNICATION - Redevelopment Agency Report.

The Communication was

08 ✓

COMMUNICATION - Improvements at Hatters Community Park.

The Communication was

09 ✓

COMMUNICATION - Request to extend Water & Sewer lines to the South Cove Area.

The Request was

010 ✓

COMMUNICATION - Request of Wm. J. Hennessey Realty for Mrs. Sally Moore for approval of 11 additional water service connections - 10 South St.

The Request was

011 ✓

COMMUNICATION - Request for an easement for water supply - 8 East Drive.

The Request was

012 ✓

PETITION - Request for the installation of two catch basins on the East side of Clayton Road.

The Petition was

013 ✓

COMMUNICATION - Request from the Director of Public Works to have a Wood Sale.

The Request was

014 ✓

COMMUNICATION - Request to operate the Recycling Center.

The Request was

015 ✓

COMMUNICATION - Request to accept Dogwood Park North.

The Request was

016 ✓

COMMUNICATION - Request of Peter V. Scalzo to purchase land on Locust Ave.

The Request was

017 ✓
COMMUNICATION - Request from Colonna Lodge for permission to place a sign at an entrance to the City of Danbury.

The Request was

018 ✓
COMMUNICATION - Request from Ridgewood Country Club for abatement of interest on taxes.

The Request was

018-1 ✓
COMMUNICATION - Request from the Registrar of Voters for funds for expenses incurred in the Sept. 11, 1984 Primary.

&
CERTIFICATION

The Communication was accepted and transfer of funds authorized.

019 ✓
MEMORANDUM - Between the City of Danbury and Local 677 International Brotherhood of Teamsters.

OF
AGREEMENT

The Agreement was

020 ✓
MEMORANDUM - Between the City of Danbury and Local 801 I.A.F.F.

OF
AGREEMENT

The Agreement was

021 ✓
MEMORANDUM - Dental Plan for Firefighters.

OF
AGREEMENT

The Agreement was

022 ✓
COMMUNICATION - Promotions in the Danbury Police Department.

The Communication was accepted and promotions confirmed.

023 ✓
COMMUNICATION - Appointment to the Redevelopment Agency.

The Communication was accepted and appointment confirmed.

024 ✓
COMMUNICATION - Appointment of a Hearing Officer for Parking Violations

The Communication was accepted and appointment confirmed.

025 ✗
COMMUNICATION - Appointment to the Youth Commission.

The Communication was accepted and appointment confirmed.

026 ✓

DEPARTMENT REPORTS

Fire Chief	Health Inspector
Fire Marshal	Housing Inspector
Airport Administrator	
Police Department	
Non-Profit Development Corp.	
Coordinator of Environmental & Occupational Health Services	
Commission on Equal Rights & Opportunities	

The Reports were

AD HOC COMMITTEE REPORTS

027 ✓

REPORT

- Sewer Extension for Old Sorrento Restaurant

The Report was

028 ✓

REPORT

- Request to purchase city property on Bergh St.

The Report was

029 ✓

REPORT &
RESOLUTION

- Acceptance of Apple Orchard Drive.

The Report was accepted and Resolution adopted.

030 ✓

REPORT

- Request to change name of street at Lake Waubeeka from High St. to Sage Street.

The Report was

031 ✓

REPORT

- Property at Deer Hill and West Wooster Street.

The Report was

032 ✓

REPORT

-- Lease with New Fairfield Builders, Inc.

The Report was

033 ✓

REPORT

- Claims Committee

The Report was

034 ✓

REPORT

- Request for Dry Hydrants - King Street.

The Report was

PUBLIC SPEAKING SESSION

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

INVOICE/REPAIR ORDER

BELARDINELLI TIRE CO., INC.



New Tires-All Brands-Wholesale and Retail
Truck Tires and Road Service our Specialty
7 BEECH ST.-BETHEL, CONN. 06801
Phone 748-0889 748-7077

NAME *Coral Rustice* No. **91887**

ADDRESS *pleasing st.*

CITY *Bethel*

DATE *9-7-84* CUST. ORDER NO. *Detail* PHONE *744-6770*

YEAR & MAKE OF CAR-TYPE OR MODEL *A19C* SERIAL NO.

LICENSE NO. MILEAGE WRITTEN BY *Amnis*

AMT.	PARTS	UNIT PRICE	AMOUNT
	1 OIL PAN		68 00
	2 Lower CONTROL ARMS	75 00	150 00
	1 CROSS FRAME		100 00
	2 LINK KITS	8 46	16 92
	2 STRUT ROD bushing KITS	15.70	31 40

QUANTITY ORDERED	TIRES AND TUBES	FEDERAL TAX RATE	UNIT PRICE	AMOUNT

ESTIMATE ONLY

TOTAL PARTS → **366.32**

LABOR

	HOURS	AMOUNT
<i>TWING</i>		<i>23 00</i>
<i>ALIGN</i>		<i>21 95</i>
<i>LABOR</i>	<i>4 0</i>	<i>120 00</i>
TOTAL		164.95

1 1/2% per month service charge will be added to all accounts 30 days old. Interest after 30 days 1 1/2% per month plus collection costs including attorney's fees on all past due accounts.

FEDERAL TAX	
TIRES & TUBES	
PARTS	366.32
SALES TAX	27.47
LABOR	164.95
TOTAL	558.74

AUTHORIZED BY

ESTIMATES ARE FOR LABOR ONLY, MATERIAL ADDITIONAL

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. IT IS UNDERSTOOD THAT THIS COMPANY ASSUMES NO RESPONSIBILITY FOR LOSS OR DAMAGE BY THEFT OR FIRE TO VEHICLES PLACED WITH THEM FOR STORAGE, SALE, REPAIR OR WHILE ROAD TESTING.

PAY THIS AMOUNT ↑

*Sunday morning 8.15 AM
Sept 2, 1984 driving down Wildman St
hit mass hole in street causing damages to
Car*

INVOICE/REPAIR ORDER

BELARDINELLI TIRE CO., INC.



New Tires-All Brands-Wholesale and Retail
Truck Tires and Road Service our Specialty
7 BEECH ST.-BETHEL, CONN. 06801
Phone 748-0889 748-7077

NAME *Carol Rustice* No. **91887**
ADDRESS *pleasant St -*
CITY *Bethel Ct*
DATE *9-7-84* CUST. ORDER NO. *Detail* WHEN PROMISED PHONE *744-6770*

AMT.	PARTS	UNIT PRICE	AMOUNT
	1 OIL PAN		68 00
	2 Lower Control Arms	75 00	150 00
	1 Cross Frame		100 00
	2 LINK KITS	8 46	16 92
	2 STRUT ROD bushing KITS	15 70	31 40

YEAR & MAKE OF CAR-TYPE OR MODEL *AMC* SERIAL NO.
MOTOR NO.
LICENSE NO. MILEAGE WRITTEN BY *AMC*

QUANTITY ORDERED	TIRES AND TUBES	FEDERAL TAX RATE	AMOUNT	UNIT PRICE	AMOUNT

ESTIMATE ONLY

TOTAL PARTS → **366.32**

LABOR

	HOURS	AMOUNT
<i>TWING</i>		23 00
<i>ALIGN</i>		21 95
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TOTAL		164.95

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TIRES & TUBES	
PARTS	366.32
SALES TAX	27.47
LABOR	164.95
TOTAL	558.74

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PAY THIS AMOUNT ↑

*Sunday morning 8:15 AM
Sept 2, 1984 driving down Wilbur St hit
man hole in street causing damage to
Car*

INCIDENT REPORT

DATE OF INCIDENT 9/12/84	TIME OF INCIDENT 0914	TYPE OF INCIDENT Public Hazard	INCIDENT CODE 5019	INVESTIGATING OFFICER Thomas Ginty	BADGE NO 239
DATE REPORT SUBMITTED 9/12/84	LOCATION OF INCIDENT Wildman	ST. NO.	NO. LOCATION		

PERSONS	STATUS	LAST NAME	FIRST NAME	M.I.	SEX	RACE	MO.	DAY	YR.	TELEPHONE	ADDRESS	VEH. REG. # OR OPER. LIC. # OR SS #
	C	Simpson	Wathy							746-5382	7 Menden Rd.	
	V	Rostic	Marille								Present St. Bethel	

PROPERTY	CODE	QTY	YEAR	ITEM	VEHICLE REGISTRATION	COLOR	CHARACTERISTICS/CONDITIONS - SERIAL OR VIN	EST. VALUE	LOCATION OF PROPERTY
	V		1979	Amer Mtrs Concord	VV-6407				

INCIDENT DETAILS

The above complainant called and reported that she had locked her car to the above victims to go to church this morning, she then stated that Mr Rostic was the operator of the car and her wife was sitting in the passenger side, and that they were traveling north on Wildman street at about 0730 hrs and that they had struck a man hole cover in the middle of the road near the intersection of Chestnut St. she then stated when they struck the man hole cover the car had completely come to a stop, and that Mr Rostic had struck her head on the windshield and almost went through it, she then stated that Mr

INVESTIGATING OFFICER'S SIGNATURE Thomas Ginty	BADGE NO 239	DISTRIBUTION (FOR USE BY SHIFT COMM. ONLY)	FOLLOW-UP ACTIONS BY
REVIEWED BY FIELD SUPERV. [Signature]	SHIFT COMM. [Signature]	<input type="checkbox"/> PROSECUTOR <input type="checkbox"/> DETECTIVE BUREAU <input type="checkbox"/> YOUTH BUREAU <input type="checkbox"/> BOARD OF HEALTH <input type="checkbox"/> DOMESTIC RELATIONS <input type="checkbox"/> SOCIAL SERVICE <input type="checkbox"/> JUV. COURT <input type="checkbox"/> ORDERS <input type="checkbox"/> OTHER	<input type="checkbox"/> INVESTIGATOR <input type="checkbox"/> JUVENILE OFFICER <input type="checkbox"/> UNIFORM

Danbury Police Department
INCIDENT REPORT NARRATIVE SUPPLEMENT

INCIDENT # 84-263

REPORT SUBMITTED 1/2/84	TIME OF INCIDENT 0914	TYPE OF INCIDENT Public Hazard	INCIDENT CODE 3019	INVESTIGATING OFFICER Thomas Gerty	BADGE # 239
LOCATION OF INCIDENT	ST. NO.	STREET NAME Waldman St		APT. NO / LOCATION	

Renter is complaining of head ache, and that she will be going to the hospital to be checked out.

Complainant also states that when the car had struck the manhole it had torn the oil pan off.

INVESTIGATING OFFICER'S SIGNATURE Thomas Gerty	BADGE # 239	DISTRIBUTION (FOR USE BY SHIFT COMM. ONLY)	FOLLOW-UP ACTIONS BY	PAGE 2 OF 2
REVIEWED BY FIELD SUPERV	SHIFT COMM [Signature]	<input type="checkbox"/> PROSECUTOR <input type="checkbox"/> DETECTIVE BUREAU <input type="checkbox"/> YOUTH BUREAU	<input type="checkbox"/> BOARD OF HEALTH <input type="checkbox"/> DOMESTIC RELATIONS <input type="checkbox"/> SOCIAL SERVICE <input type="checkbox"/> JUV COURT <input type="checkbox"/> ORDERS <input type="checkbox"/> OTHER	<input type="checkbox"/> INVESTIGATOR <input type="checkbox"/> JUVENILE OFFICER <input type="checkbox"/> UNIFORM

INCIDENT REPORT

DATE OF INCIDENT 9/12/84	TIME OF INCIDENT 0914	TYPE OF INCIDENT Public Hazard	INCIDENT CODE 5019	INVESTIGATING OFFICER Thomas Gentry	PAGE NO 239
DATE REPORT SUBMITTED 9/12/84	LOCATION OF INCIDENT	ST. NO Wildman	STREET NAME H-		

PERSONS	STATUS	LAST NAME	FIRST NAME	M.I.	SEX	RACE	MO.	DAY	YR.	TELEPHONE	ADDRESS	VEH REG # OR OPER LIC # OR SS #
	C	Simpson	Wathy							746-5382	7 Menden Rd.	
	V	Rostic	Mandell								Present St. Bethes	

PROPERTY	CODE	QTY	YEAR	ITEM	BRAND/MODEL	VEHICLE REGISTRATION	COLOR	CHARACTERISTICS/CONDITIONS - SERIAL OR VIN	EST. VALUE	LOCATION OF PROPERTY
	V			1979 Amer Mtrs	Concord	VV-6407				

INCIDENT DETAILS: The above complainant called and reported that she had loaned her car to the above victims to go to church this morning, she then stated that Mr Rostic was the operator of the car and her wife was sitting in the passenger side, and that they were traveling north on Wildman street at about 0730 hrs and that they had struck a man hole cover in the middle of the road near the intersection of Chestnut St. She then stated when they struck the man hole cover the car had completely come to a stop, and that Mr Rostic had struck her head on the windshield and almost went through it, she then stated that Mr

INVESTIGATING OFFICER'S SIGNATURE: *Thomas Gentry* BADGE # 239

- DISTRIBUTION (FOR USE BY SHIFT COMM. ONLY)
- | | |
|---|---|
| <input type="checkbox"/> PROSECUTOR | <input type="checkbox"/> BOARD OF HEALTH |
| <input type="checkbox"/> DETECTIVE BUREAU | <input type="checkbox"/> DOMESTIC RELATIONS |
| <input type="checkbox"/> YOUTH BUREAU | <input type="checkbox"/> SOCIAL SERVICE |
| | <input type="checkbox"/> JUV. COURT ORDERS |
| | <input type="checkbox"/> OTHER |

FOLLOW-UP ACTIONS BY

<input type="checkbox"/> INVESTIGATOR
<input type="checkbox"/> JUVENILE OFFICER
<input type="checkbox"/> UNIFORM

PAGE 1 OF 2

INVOICE/REPAIR ORDER

BELARDINELLI TIRE CO., INC.



New Tires-All Brands-Wholesale and Retail
Truck Tires and Road Service our Specialty
7 BEECH ST.-BETHEL, CONN. 06801
Phone 748-0889 748-7077

NAME *Carol Rustice* No. **91887**

ADDRESS *pleasant st.*

CITY *Bethel*

DATE *9-7-84* CUST. ORDER NO. *Detail* PHONE *744-6770*

AMT.	PARTS	UNIT PRICE	AMOUNT
	1 OIL PAN		68 00
2	Lower CONTROL ARMS	75 00	150 00
1	CROSS FRAME		100 00
2	LINK KITS	8 46	16 92
2	STRUT ROD bushing KITS	15.70	31 40
TOTAL PARTS			366.32

YEAR & MAKE OF CAR-TYPE OR MODEL *AMC* SERIAL NO. *1000000000*
MOTOR NO. *1000000000*
LICENSE NO. _____ MILEAGE _____ WRITTEN BY *Amis*

QUANTITY ORDERED	TIRES AND TUBES	FEDERAL TAX RATE	FEDERAL TAX AMOUNT	UNIT PRICE	AMOUNT

ESTIMATE ONLY

LABOR		HOURS	AMOUNT
TUNING			23 00
ALIGN			21 95
LABOR		4 0	120 00
TOTAL			164.95

1 1/2% per month service charge will be added to all accounts 30 days old. Interest after 30 days 1 1/2% per month plus collection costs including attorney's fees on all past due accounts.

FEDERAL TAX	
TIRES & TUBES	
PARTS	366.32
SALES TAX	27.47
LABOR	164.95
TOTAL	558.74

AUTHORIZED BY _____

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PAY THIS AMOUNT

Sunday morning 8:15 AM
Sept 2, 1984 driving down Waldman St
hit man hole in street causing damage to
Car

RECEIVED
SEP 14 1984
OFFICE OF CITY CLERK

INCIDENT REPORT

DATE OF INCIDENT 9 12 1974	TIME OF INCIDENT 0914	TYPE OF INCIDENT Public Hazard	INCIDENT CODE 5019	INVESTIGATING OFFICER Thomas Gentry	BADGE NO 339
DATE REPORT SUBMITTED 9 12 1974	LOCATION OF INCIDENT	ST. NO. Waldman St.	VEHICLE REG # OR OPER LIC # OR SS #		

PERSONS	STATUS	LAST NAME	FIRST NAME	M.I.	SEX	RACE	MO	DAY	YR	TELEPHONE	ADDRESS	VEN REG # OR OPER LIC # OR SS #
	C	Simpson	Wathy							746-5382	7 Menden Rd.	
	V	Rostic	Mabelle								Present St. Bethes	

PROPERTY	CODE	QTY	YEAR	ITEM	(BRAND-MODEL)	VEHICLE REGISTRATION	COLOR	CHARACTERISTICS/CONDITIONS - SERIAL OR VIN	EST. VALUE	LOCATION OF PROPERTY	
											STATUS CODE: A = ABANDONED E = EVIDENCE F = FOUND L = LOST O = OTHER R = RECOVERED S = STOLEN T = TOWED V = VEHICLE
	V			1979	Amer Mtrs Concord	VV-6407					

INCIDENT DETAILS
 The above complainant called and reported that she had loaned her car to the above victims to go to church this morning, she then stated that Mr Rostic was the operator of the car and his wife was sitting in the passenger side, and that they were traveling north on Waldman street at about 0730 hrs and that they had struck a man hole cover in the middle of the road near the intersection of Chestnut St. She then stated when they struck the man hole cover the car had completely come to a stop, and that Mrs Rostic had struck her head on the windshield and almost went through it, she then stated that Mr

INVESTIGATING OFFICER'S SIGNATURE Thomas Gentry	BADGE NO 339	DISTRIBUTION (FOR USE BY SHIFT COMM. ONLY)	FOLLOW-UP ACTIONS BY
VIEWED BY FIELD SUPERV.	SHIFT COMM.	<input type="checkbox"/> PROSECUTOR <input type="checkbox"/> DETECTIVE BUREAU <input type="checkbox"/> YOUTH BUREAU	<input type="checkbox"/> BOARD OF HEALTH <input type="checkbox"/> DOMESTIC RELATIONS <input type="checkbox"/> SOCIAL SERVICE <input type="checkbox"/> JUV. COURT <input type="checkbox"/> ORDERS <input type="checkbox"/> OTHER <input type="checkbox"/> INVESTIGATOR <input type="checkbox"/> JUVENILE OFFICER <input type="checkbox"/> UNIFORM

**Danbury Police Department
INCIDENT REPORT NARRATIVE SUPPLEMENT**

INCIDENT # 84-263

<i>1/2</i>	TIME OF INCIDENT <u>0914</u>	TYPE OF INCIDENT <u>Public Hazard</u>		INCIDENT CODE <u>3019</u>	INVESTIGATING OFFICER <u>Thomas Gentry</u>	BADGE <u>23</u>
REPORT SUBMITTED <u>1/2/84</u>	LOCATION OF INCIDENT <u>Waldman St</u>	ST. NO.	STREET NAME		APT. NO./LOCATION	

Reporter is complaining of head ache, and that she will be going to the hospital to be checked out.

Complainant also states that when the car had struck the manhole it had torn the oil pan off.

INVESTIGATING OFFICER'S SIGNATURE <u>Thomas Gentry</u>	BADGE # <u>23</u>	DISTRIBUTION (FOR USE BY SHIFT COMM. ONLY)	FOLLOW-UP ACTIONS BY	PAGE <u>2</u> OF
REVIEWED BY FIELD SUPERV	SHIFT COMM <u>[Signature]</u>	<input type="checkbox"/> PROSECUTOR <input type="checkbox"/> DETECTIVE BUREAU <input type="checkbox"/> YOUTH BUREAU <input type="checkbox"/> BOARD OF HEALTH <input type="checkbox"/> DOMESTIC RELATIONS <input type="checkbox"/> SOCIAL SERVICE <input type="checkbox"/> JUV COURT <input type="checkbox"/> ORDERS <input type="checkbox"/> OTHER	<input type="checkbox"/> INVESTIGATOR <input type="checkbox"/> JUVENILE OFFICER <input type="checkbox"/> UNIFORM	

✓ 1

JONES, DAMIA, WELLMAN, KAUFMAN & BOROFSKY
LAW PARTNERS

WILLIAM R. JONES
A. PETER DAMIA
ERIC N. WELLMAN
SANFORD DEAN KAUFMAN*
MARVIN BOROFSKY

PETER H. RUVOLO III

2 MAIN STREET
P. O. BOX 1090
DANBURY, CT. 06810-1090
(203) 744-1313

*MEMBER OF CONNECTICUT
AND NEW YORK BARS

August 29, 1984

RECEIVED
AUG 31 1984

OFFICE OF CITY CLERK

City of Danbury
c/o Ms. Elizabeth Crudginton,
City Clerk
City Hall
155 Deer Hill Avenue
Danbury, CT 06810

Dear Ms. Crudginton:

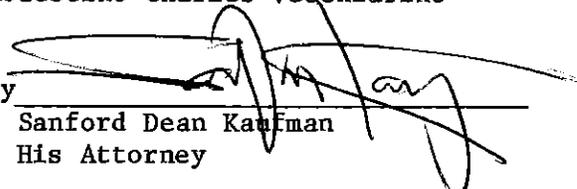
Written notice is hereby given that Modestino Charles Vecchiarino, of 5 Cross Street, Danbury, Connecticut, intends to bring an action against the Board of Education, namely: Barbara Baker, 22 Sleepy Hollow Drive, Danbury, Connecticut; Robert Bedford, 29 Driftway Point Road, Danbury, Connecticut; Alyce-Jane Bernard, 40 Newtown Road, Danbury, Connecticut; Henry Bessel, 14 Farm Street, Danbury, Connecticut; Susan H. Carter, 4 Heritage Drive, Danbury, Connecticut; John M. Cosentino, 7 Jeanette Street, Danbury, Connecticut; Harry F. Doyle, 62 Barnard Drive, Danbury, Connecticut; Philip S. Fenster, 95 Deer Hill Avenue, Danbury, Connecticut; Alice Hyman, 601 Village Square, Danbury, Connecticut; James E. Ryan, 28 Smith Street, Danbury, Connecticut; Joseph L. Scozzafava, 68 Driftway Road, Danbury, Connecticut; and the City of Danbury pursuant to Section 7-465(a) of the General Statutes of the State of Connecticut, for personal physical injuries sustained by Modestino Charles Vecchiarino, the particulars of which are as follows:

On June 25, 1984 during the day, Modestino Charles Vecchiarino sustained physical injuries while he attended the graduation ceremony which took place on the athletic field, in the grandstand area, of Danbury High School, Clapboard Ridge Road, Danbury, Connecticut.

Dated at Danbury, Connecticut, this 29th day of August, 1984.

Very truly yours,

Modestino Charles Vecchiarino

By 
Sanford Dean Kaufman
His Attorney

I Robert Scalzo was driving down Wildmen Street
on the morning of 9-7-84 on my way to
work. I approached a man hole sticking
up about six inches above the ~~ground~~ Road.
While trying to avoid my tires from hitting
the man hole I drove directly over it.

The man hole plate caught onto the
frame of my car. The man hole plate
knocked out my steering, tore the frame
back, and totaled my car.

I used ~~last year's~~ just about all my
savings to buy another car
I would like to make a insurance claim

the damage report is with my claim.
My car was towed away from the scene
to Hayestown Foreign Cars Danbury Conn.

Robert.

798-0195 - home.

RECEIVED

SEP 24 1984

OFFICE OF CITY CLERK

WOLFGANG H. MOLLER

RECEIVED
SEP 24 1984

TOP PASTURE RD.
WASHINGTON, CT. 06794
868 0275

CITY CLERK
CITY OF DANBURY
151 Deer Hill Ave
DANBURY, CT. 06810

OFFICE OF CITY CLERK

SEPT. 21, 1984

REF: ACCIDENT ON WILDMAN ST. ON JULY 4, 1984

GENTLEMEN;

On JULY 4th 1984 I travelled on Wildman St toward White St. and my car, 1979 VW Rabbit Re # 235 BMO, hit a manhole cover which was exposed prior to resurfacing said Wildman St. My trailer hitch is located underneath of my spare tire tounge. I have four witnesses in the car at that time. The damage is estimated to be \$730.49 including unseen body damages. I expect your financial commitment so that I may repair the damages.

Thank you.

Wolfgang H. Moller.

2 estimates included

ESTIMATE OF REPAIRS

PRAY AUTOMOBILE CORPORATION

200 West Putman Ave.
GREENWICH, CONNECTICUT 06830
203-869-4600

PRAY BODY SHOP CORPORATION

336 Elm Street
STAMFORD, CONNECTICUT 06902
203-359-3025

No. 3738

DATE 7-24-84 COLOR Tan

NAME Moller, W. MAKE VW. YEAR 1979 MILEAGE LIC. NO. 235-0m0

ADDRESS Top Parton Rd. Westport, Ct. PHONE NO. SERIAL # MODEL 171

SYMBOL	L	R	LABOR	PAINT	PARTS	SUB LET	SYMBOL	L	R	LABOR	PAINT	PARTS	SUB LET	
N			10		20325									
N			X 4		12560									
N			X -		1495									
N			-		745									
N			10		15000									
S			30	10										
TOTAL ◊													TOTAL ◊	

INSURANCE CO.	DATE	\$	LABOR 5.4 \$ 151.20
ADJUSTER:	OFFICE	PHONE #	PARTS \$ 503.25
This is an estimate on our inspection and does not cover additional parts and labor which may be required after the work has started. Such additional work has to be authorized by the customer and the insurance adjuster before it is executed. Estimate valid for 30 days.		\$	PAINT LABOR 10 \$ 2000
		\$	MATERIALS \$ 1000
		\$	SUBLET \$
		\$	TOWING \$
		\$	TAX \$ 38.49
ESTIMATE MADE BY: <u>Charlie Ann</u>	ESTIMATE CHARGE \$	AGREED PRICE \$	TOTAL \$ 730.49

Estimate Report

009847 1

NAME Wolfgang Moller DATE 9-20-84 BUS. PHONE (1)
 ADDRESS TOP PASTURE RD CITY WASHINGTON STATE ZIP _____ PHONE RES. 868-0275
 YEAR 79 MAKE V.W. MODEL RABBIT I.D. NO. 1793249451
 PAINT CODE _____ PROD. DATE _____ TRIM _____ MILEAGE _____ LICENSE NO. _____
 WRITTEN BY _____ INS. CO. METRO FILE NO. _____ CLAIM NO. A2410010 FD _____ P.O. NO. _____
 ADJUSTER _____ LIC. NO. _____ PHONE D.O.L 7-4-84 Deductible/Betterment _____

Line No.	Qty	Description of Damage	Parts	Labor	Paint	All Other
1	✓	Bumper Rear R/L	120.00	7		
2	✓	" TAPE	14.00	-		
3	✓	" END 7/3	16.95	-		
4	✓	" END R/L	16.95	-		
5		TRAILER HITCH	OWNER	70	Supply	EST.
6	✓	Rear Body Panel		5	5	1.5
7	✓	FLOOR + WELD		6	0	1.0
8		ALIGN ISOLATORS		5		
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TOTALS						

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

CAR LAND AUTO BODY, INC.
 8 North Street
 Danbury, Connecticut 06810
 Phone (203) 743-9203

PARTS Prices subject to invoice	\$ 167.90
LABOR 127 hrs @ \$ 26	\$ 330.20
Shop Supplies	\$
PAINT 25 hrs @ \$ 26	\$ 65.00
Paint Supplies	\$ 19.50
Towing/Storage	\$
Sublet/Miscellaneous	\$
SUB TOTAL	\$
TAX	\$ 14.00
TOTAL ESTIMATE	\$ 596.60



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

October 2, 1984

A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the State of Connecticut Department on Aging has made available Social Services Block Grant Funding for community-based non-residential services for federal fiscal year 1985 (October 1, 1984 - September 30, 1985); and

WHEREAS, a grant application has been processed by the Danbury Commission on Aging for Interweave, The Danbury Adult Day Care Center, to conform with the time limitations for application for said funds; and

WHEREAS, funds have been approved by the Connecticut Department on Aging in the amount of \$11,704 for the employment of a staff person at Interweave;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL THAT the past actions of the Danbury Commission on Aging in applying for said grant be and hereby are ratified and that any and all additional acts by the Danbury Commission on Aging and Mayor James E. Dyer necessary to effectuate the purposes hereof be and hereby are authorized.



CITY OF DANBURY

DANBURY, CONNECTICUT 06810

THEODORE H. GOLDSTEIN
CORPORATION COUNSEL

ERIC L. GOTTSCHALK
SANDRA V. LEHENY
TERRY L. SACHS

ASSISTANT CORPORATION
COUNSEL

October 2, 1984

PLEASE REPLY TO:

DANBURY, CT 06810

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

Dear Mayor and Council Members:

In accordance with a request of the Department of Public Works,
please consider the adoption of the attached resolution at your
early convenience.

Sincerely yours,



Eric L. Gottschalk
Assistant Corporation Counsel

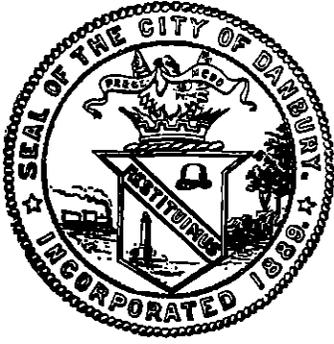
ELG:cr

Attachment

DRAINAGE EASEMENT

ASSESSOR'S LOT NUMBER J09108
LOT NUMBER 18 ON TOWN CLERK MAP #3942

Temporary and permanent storm drainage easements over property of Darryl K. Feaser shown as Lot Number 18 on a map entitled "Map Showing Section One of the Subdivision of the Property of Ervie Hawley, Jr., E. Paul Kovacs and Joseph H. Sauer, Jr., Danbury, Conn. RU-20 Zone" dated January 7, 1965 and certified substantially correct by John F. Green, P.E. & L.S. which map is filed as map Number 3942 in the Danbury Land Records.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

October 2, 1984 A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Common Council wishes to correct storm drainage in the area of Eugene Lane; and

WHEREAS, the Common Council approved the acquisition of other private property interests to accomplish said correction on June 5, 1984; and

WHEREAS, site conditions require the acquisition of additional property rights; and

WHEREAS, said proposal will now involve public use of a portion of the property described in the attached Schedule A;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL that the Office of the Corporation Counsel be and hereby is authorized to acquire private property interests either by negotiation or by eminent domain through the institution of suit against the current property owners and their respective mortgage holders, if any.



4
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CITY OF DANBURY

DANBURY, CONNECTICUT 06810

THEODORE H. GOLDSTEIN
CORPORATION COUNSEL

ERIC L. GOTTSCHALK
SANDRA V. LEHENY
TERRY L. SACHS

ASSISTANT CORPORATION
COUNSEL

October 2, 1984

PLEASE REPLY TO:

DANBURY, CT 06810

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

Dear Mayor and Council Members:

In accordance with a request of the Department of Public Works,
please consider the adoption of the attached resolution at your
early convenience.

Sincerely yours,



Eric L. Gottschalk
Assistant Corporation Counsel

ELG:cr

Attachment

DRAINAGE EASEMENTS

Temporary and permanent drainage easements under, over and through the following parcels of real property:

1. Property of Dimitrios Biniaris and Johanna Biniaris shown on the maps of the Danbury Tax Assessor as Lot No. F 11034.
2. Property of Viola Marsh shown on the maps of the Danbury Tax Assessor as Lot No. F 11035.
3. Property of Richard Damici and Carolyn Damici shown on the maps of Danbury Tax Assessor as Lot No. G 11024.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

October 2, 1984 A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Common Council wishes to correct storm drainage in the area of Seneca Road; and

WHEREAS, said proposal may involve public use of portions of private property described in the attached Schedule A;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL THAT the Office of the Corporation Counsel be and hereby is authorized to acquire private property interests either by negotiation or by eminent domain through the institution of suit against the current property owners and their respective mortgage holders, if any.



6

CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

JAMES E. DYER
MAYOR

October 2, 1984

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members:

I am pleased to be able to inform you that I have appointed Keith J. Colgan as my Administrative Assistant.

Keith has been an outstanding city employee since he relocated here three years ago from West Virginia, where he was serving as the Executive Director of the Downtown Development Corporation in Parkersburgh, a city of 70,000 people.

As you know, Keith came to Danbury to take the long-range planning position in the Planning Department. Earlier this year he was promoted to the Assistant Planning Director.

Keith has, in a short period of time, established for himself credibility, respect, and recognition as an effective city worker. He has been personally involved in many of this Administration's key projects: The Mill Plain Zone change, the Ives Street revitalization area, our historic district status, the assessment deferral ordinance, the proposed ice skating rink, the development of Bear Mountain and J.F.K. walking trails, and Danbury's White Paper that served as an effective lobbying tool during last year's legislative session.

I'm looking to Keith to carry out many on-going projects, oversee the implementation of over \$20,000,000 in Capital projects, and to serve as my liaison with our various Boards, Commission, Agencies and Community Groups.

I also know that Keith can provide me with the kind of personal support that is so necessary in this kind of position.

Keith is 27 years old and married. He is a graduate of West Virginia University with a B.S. in Landscape Architecture, Design, and Recreation. His emphasis was in Downtown Revitalization and Public Relations.

Keith will be earning \$30,500 a year and is currently working in the position.

The Charter indicates that I must notify the City Clerk and Council President of this appointment. The Council may only reject the appointment by a two-thirds vote.

Sincerely yours,

James E. Dyer
Mayor

JED/mr



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

JAMES E. DYER
MAYOR

October 2, 1984

Honorable Members of the Common Council
City of Danbury, Connecticut

Re: Redevelopment Agency Report

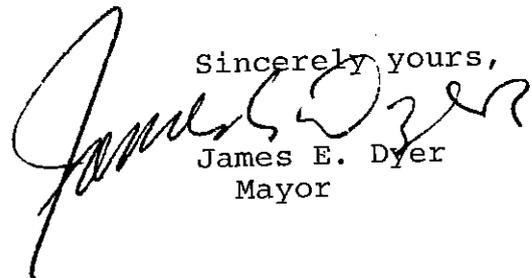
Dear Council Members:

We are at a very exciting point in our City's rebuilding program. The Redevelopment Agency has decided upon a downtown developer and it is now time for the Council's review.

I urge that you give a thorough and expeditious review of the proposed project, keeping in mind that this is the first time that an administration has been able to reach this point in our downtown development program.

Many exciting days lie ahead in our City's development. The Mall is underway, the center city development is about to begin, our road network is under reconstruction, our city facilities and schools are being updated, and private investment is at an all time high. These are very good days for our 300 year old City.

Sincerely yours,



James E. Dyer
Mayor

JED/mr

DANBURY REDEVELOPMENT AGENCY

142 Deer Hill Avenue
Danbury, Connecticut 06810

Area Code 203 792-1135

Eugene P. Barrett, *Executive Director*

September 25, 1984

The Honorable James E. Dyer
Mayor, City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut 06810

Dear Mayor Dyer:

As you are aware, by action of the Danbury Redevelopment Agency Board on September 21, 1984, John A. Errichetti was selected as the successful bidder for the Downtown Revitalization Project. A Resolution, confirming this action, is attached.

At this point and in accordance with our Invitation for Bids (IFB) the Agency must now establish its own fair re-use value for the parcel. Once established, a fixed price can be set for the parcel that is the greater of Errichetti's offer or the Agency's re-use value. The re-use price as established by the Agency shall be based on two (2) independent appraisals of the parcel undertaken by qualified professional real estate appraisers, and the report of a reviewer of the appraisals. The fair re-use value shall reflect both the advantages created by the project (as proposed by Mr. Errichetti), including public improvements and the requirements and limitations on land use imposed on the redeveloper by the Urban Renewal Plan and the IFB.

If the re-use price as determined by the Agency exceeds a more than 50% increase over Errichetti's estimated re-use price (\$450,000), Errichetti shall have the option of cancelling its bid or accepting the Agency's price. It should be noted however, Errichetti's bid constitutes a firm offer to enter into the Pre-Development/Master Agreement and Phase Agreements pursuant to the terms of the IFB including the provision for the Agency's determination of a re-use price.

Having arrived at a fixed price, it is the intent of the Agency to come before you and the Common Council with a formal recommendation seeking approval of the selected bidder and our recommended re-use price. It is expected that our appraisal

September 25, 198

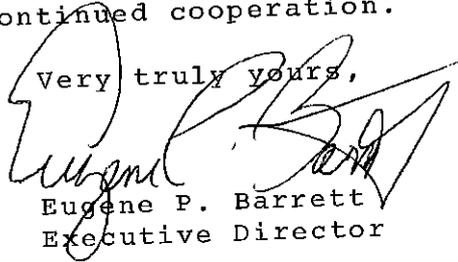
The Honorable James E. Dyer
Mayor, City of Danbury

Page two

process shall take approximately forty-five (45) days. Shortly thereafter, we hope to meet with you and the Common Council.

Thank you for your time and continued cooperation.

Very truly yours,



Eugene P. Barrett
Executive Director

EPB:cl

cc: John J. Sullivan, Jr., Chairman

RESOLUTION

WHEREAS, pursuant to its Invitation for Bids dated May 22, 1984, as amended ("IFB"), the Redevelopment Agency of the City of Danbury ("Agency") received and opened bids on August 10, 1984 in connection with the Agency's Downtown ("Parcel A") Revitalization Project; and

WHEREAS, by Resolution of August 22, 1984 the Agency rejected the bids submitted by H.M. Zotos Realty Corporation and Errol A. Rhoden Associates for the reasons set forth in said Resolution; and

WHEREAS, the Agency has comprehensively and exhaustively studied and analyzed the remaining submitted bids (i.e. the bids of (a) Nolan Enterprises Redev, a Connecticut General Partnership, and (b) John A. Errichetti, individually as a sole proprietorship); and

WHEREAS, the Agency's deliberations have been conducted in accordance with the process established by the IFB, and in particular reference to the "Evaluation Criteria" set forth at Section D of the "Detailed Bids Requirements" of said IFB;

NOW, THEREFORE, be it resolved as follows:

1. Both remaining submitted bids are hereby found and declared to be responsive to the IFB, and both bidders are hereby found and declared to be responsible bidders;
2. All informalities of both bids are hereby waived;
3. The bid submitted by John A. Errichetti is found in the aggregate to provide for the development of more residential, office and retail space than the bid submitted by Nolan Enterprises Redev;
4. The bid submitted by John A. Errichetti is found to substantially minimize required public improvements, relative to the

7

bid submitted by Nolan Enterprises Redevelopment (particularly in that the John A. Errichetti bid does not require the construction of a municipally financed parking garage, which under the Nolan Enterprises Redevelopment bid would cost in excess of \$3,000,000.00);

5. The documented experience of John A. Errichetti (the bidder and his team) is found to be more extensive than the experience of Nolan Enterprises Redevelopment (and its constituents and team), (particularly in that John A. Errichetti has undertaken three (3) projects each with construction values in excess of \$10,000,000.00, while neither Nolan Enterprises Redevelopment nor its constituents have undertaken any project of such scope to date);

6. The positive economic impact of the project proposed by John A. Errichetti is found to be greater than the positive economic impact of the project proposed by Nolan Enterprises Redevelopment (particularly in that the John A. Errichetti project would appear to produce greater local tax revenues);

7. The Agency acknowledges that the bid of Nolan Enterprises Redevelopment was meritorious and represented an extensive effort on the part of the bidder, but the Agency finds that the comparative advantages of the John A. Errichetti bid, in light of the IFB Evaluation Criteria aforesaid, outweighed the comparative advantages of the bid of Nolan Enterprises Redevelopment for the reasons set forth in paragraphs 3, 4, 5, and 6, above;

8. For the foregoing reasons, the Agency finds and determines that the bid of John A. Errichetti best serves the overall public good

7

of the people and City of Danbury, and, accordingly, designates John A. Errichetti as the successful bidder pursuant to the IFB process, and, therefore, does hereby award the bid described in said IFB to John A. Errichetti;

9. The Executive-Director is hereby authorized and directed to communicate the text of this Resolution, and the actions taken hereby, to John A. Errichetti and Nolan Enterprises Redev.

Dated: September 21, 1984



8

CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

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

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

September 26, 1984

TO: Mayor James E. Dyer and
Members of the Common Council

FROM: Robert G. Ryerson, Director of Parks & Recreation

RE: Capital Line Item
(Improvements at Hatters Community Park)

Due to the rentals of Hatters Community Park's facilities, there has been \$6,600 collected this fiscal year to date. I am requesting that \$6,600 be appropriated to the capital line item "Improvements at Hatters Community Park."

The revenue account and appropriation account will be increased in a like amount.

The Comptroller's Office has stated that this action will not require any transfer from the contingency fund.

This action will allow us to make continued improvements at the park.

RGR

RGR:tw

✓ 9

9

September 7, 1984

We the undersigned, who resign in the State of Connecticut, in the designated area, "Fairfield County", and who dwell and pay taxes to the City of Danbury, under the laws of the City Charter and who's residents are situated on a street, South Cove, hereby petition (a formal supplication from an inferior to a superior, a paper document containing a written request), to the Common Council of the City of Danbury: To extend the water and sewer lines to the South Cove area (which borders City owned Danbury Town Park). By City Charter which is "law", we (the residents, of this section of Danbury) pay the same taxes as all other residents, however, we do not receive the equal services. As imposed by the City, we would abide by the metering system, given the opportunity.

Donny Warner
Mark Shouch

Samuel P. Lewis

James M. Galan
John Kury
Lawrence Kury
William Waldman
Jay C. Shouah

Dated: September 21, 1984

Submitted to Bernard Gallo on this date.

jcs

9

September 7, 1984

We the undersigned, who resign in the State of Connecticut, in the designated area, "Fairfield County", and who dwell and pay taxes to the City of Danbury, under the laws of the City Charter and who's residents are situated on a street, South Cove, hereby petition (a formal supplication from an inferior to a superior, a paper document containing a written request), to the Common Council of the City of Danbury: To extend the water and sewer lines to the South Cove area (which borders City owned Danbury Town Park). By City Charter which is "law", we (the residents, of this section of Danbury) pay the same taxes as all other residents, however, we do not receive the equal services. As imposed by the City, we would abide by the metering system, given the opportunity.

Mary Lopez
 Karen Bachin
 Ronnie Bachin
 F. Nappone
 F. Bendley
 Sandra Martin
 D. Apple Armstrong

Dated: September 21, 1984

Submitted to Bernard Gallo in this date.

jcs

WM. J. HENNESSEY REALTY

2 STONY HILL ROAD
BETHEL, CONN. 06801
TEL. 203-743-7729

10
10
COMMERCIAL
INDUSTRIAL
RESIDENTIAL

September 25, 1984

Common Council of Danbury
City Hall
Danbury, Conn. 06810

Re: Sally Moore
10 (Lower) South St.
Danbury, Ct.

Ladies & Gentlemen:

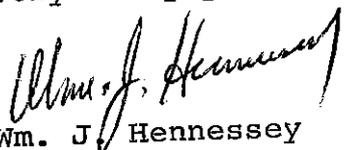
I am writing to you on behalf of my client, Mrs.
Sally Moore.

Mrs. Moore is the owner of a parcel of land located at
10 South Street, Danbury, which consists of approximately 1.16
acres with a two family house. This property presently is serviced
by city water.

The purpose of this letter is to request, from the
Common Council, approval of 11 additional water service connections.
This request is occasioned by the fact that Mrs. Moore has entered
into a contract of sale for the property which is contingent upon
obtaining these additional connections.

If the Council is of the opinion that it requires further
information regarding Mrs. Moore's request, please do not hesitate
to contact me.

Very truly yours,


Wm. J. Hennessey

WJH:eh

JONES, DAMIA, WELLMAN, KAUFMAN & BOROFSKY

LAW PARTNERS

WILLIAM R. JONES
A. PETER DAMIA
ERIC N. WELLMAN
SANFORD DEAN KAUFMAN *
MARVIN BOROFSKY
PETER H. RUVOLO III *

2 MAIN STREET
P. O. BOX 1090
DANBURY, CT. 06810-1090
(203) 744-1313

September 17, 1984

*MEMBER OF CONNECTICUT
AND NEW YORK BARS

Honorable Constance McManus
and the Honorable Members
of the Common Council
c/o Office of the City Clerk
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Re: Louis T. Cimmino and Susan L. Cimmino
84 East Drive, Danbury

Dear Madam President:

Please be advised that this office is acting on the behalf of the above-named persons who are owners of real property in the City of Danbury, located on East Drive.

Mr. and Mrs. Cimmino are in need of an easement from the City of Danbury to facilitate their fresh water supply. A copy of a proposed easement, lacking the description and measurements of the actual easement, is enclosed herewith.

When a well was installed for the property of 84 East Drive it was mistakenly located on City property. The well only encroaches four (4) or five (5) inches, or so, onto City property. (See copy of Plot Plan for Lot 84, dated March 9, 1984, herenclosed). Mr. and Mrs. Cimmino have just recently pruchased this property from a seller who was until very recently unaware his well was on City property. The Cimminos are in need of assurance that there will be an adequate and protected water supply.

Would you kindly refer this matter to the Public Works Committee at your next regular or special meeting. A copy of this letter, with

its enclosures, is also being sent to Jack Schweitzer, the City Engineer, for his consideration and examination.

Very truly yours,

JONES, DAMIA, WELLMAN, KAUFMAN
& BOROFKY

By 
Peter H. Ruvolo, III

PHR/dg

Enclosures

cc: Jack Schweitzer, City Engineer
Attorney Eric L. Gottschalk, Corporation Counsel

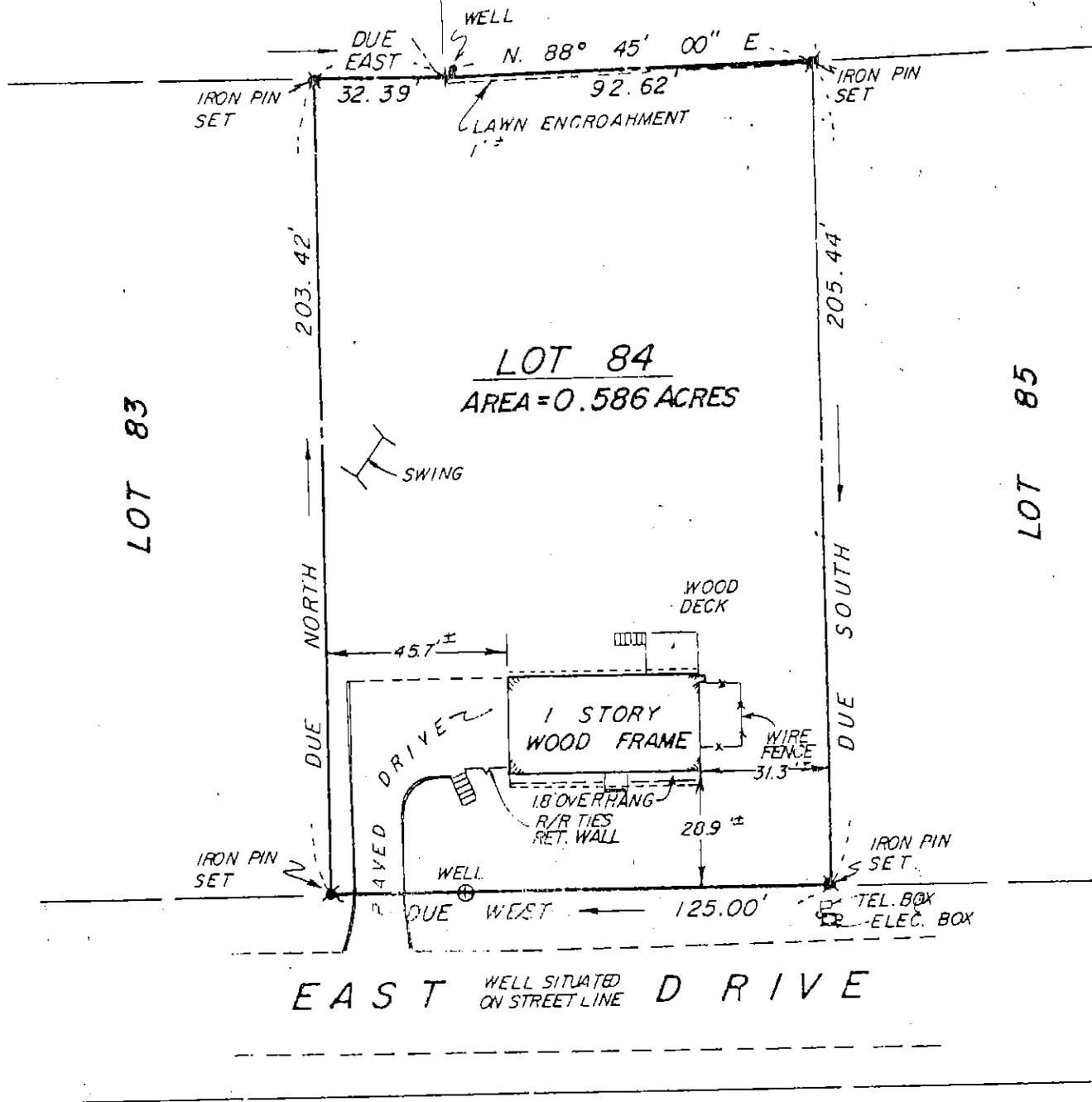
E A S E M E N T

KNOW ALL MEN BY THESE PRESENTS, that the CITY OF DANBURY, a municipal corporation organized and existing under the laws of the State of Connecticut, for the consideration of ONE DOLLAR (\$1.00) and other valuable consideration received to its full satisfaction of LOUIS T. CIMMINO and SUSAN L. CIMMINO of the City of Danbury, County of Fairfield and State of Connecticut, does hereby give and grant unto the said LOUIS T. CIMMINO and SUSAN L. CIMMINO, and their successors, heirs and assigns, forever, the full and perpetual right, privilege, authority and easement to lay, construct, alter, repair, replace and maintain permanent pipes in and to a certain fresh water well located on property of the CITY OF DANBURY together with the necessary appurtenances therefor in, under, over and along a parcel of land located on East Drive for the purpose of providing fresh water to the existing single family dwelling owned by the Grantees herein and shown on the map described below and which easement is more particularly described as follows:

IT IS FURTHER AGREED that the Grantees, their successors, heirs, and assigns, will restore the premises to substantially the same condition as existing at the time of execution of this easement.

LOT 82

N/F ANNE S. HARDY



NOTES :

1. REFERENCE MADE TO MAP NO. 4650 AND 5263 OF THE DANBURY LAND RECORDS.
2. SUBJECT TO EASEMENTS, EXCEPTIONS AND RESERVATIONS AS APPEAR ON MAP NO. 4650.
3. RESTRICTIONS OF RECORD IN VOL. 534, PG. 457 OF THE D.L.R.
4. SUBJECT TO UTILITY EASEMENT RECORDED IN VOL. 534, PG. 452 OF THE DANBURY LAND RECORDS.
5. REFERENCE MADE TO SB-13A OF CONN. GENERAL STATUTES.

PLOT PLAN
 LOT 84 - "EL MORRO"

EAST DRIVE
 DANBURY, CONNECTICUT.

SCALE 1" = 40'

MARCH 9, 1911





✓ 12
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CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

JAMES E. DYER
MAYOR

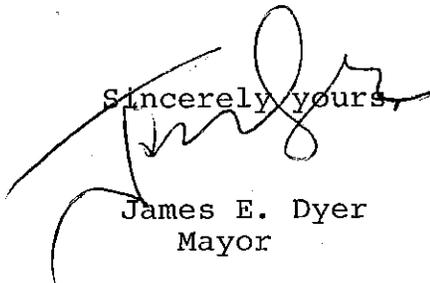
October 2, 1984

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members:

I am referring the attached petition to you for your
review and finding.

Sincerely yours,


James E. Dyer
Mayor

JED/mr

August 27, 1984

TO: Mayor James Dyer

SUBJECT: Poor street drain east side of Clayton Road from the front of #5 Clayton Road to Jeanette Street intersection.

PROBLEM: The lack of drain and catch basin from #5 Clayton Road to Jeanette St. intersection causing the water to run down the east side of Clayton Rd. in the Spring, Fall and Winter time. In the winter this is icing up on the intersection of Clayton Rd. and Jeanette St. This makes it very harzardous to drive in and out from Clayton Rd. many times cars slide out to Jeanette St. and this will sooner or later cause a major accident. It also costs us and all taxpayers extra money as the Highway Dept. crews spend extra time and sand to minimize the danger.

BACKGROUND: This situation has gone on for a long time. The past six to eight years many calls have been made to your complaint line, City Clerks, Highway Dept., Public Works Dept. to Mr. Geramelo and Mr. Gervasony. So many calls were made that the secretary recognizes some of the callers by their voices. Mr. Gervasony from the Public Works Dept. has come out at least four times and he agrees that there is a dangerous problem and needs a solution, but as of today no action has been taken.

SOLUTION: Installing a least two catch basins on the east side of Clayton Rd. to drain the water and keep the intersection dry.

We the undersigned ask your cooperation in getting this dangerous situation resolved before the cold winter comes again to avoid serious accidents on the above street intersection.

Please respond to:

Mr. Joseph Miklos, 10 Jeanette St., Danbury

<u>NAME</u>	<u>ADDRESS</u>
Joseph Miklos	10 Jeanette St
Elizabeth Miklos	10 Jeanette St
Lillian Kristiansen	12 Clayton Rd. Danbury
Robert [unclear]	12 Clayton Rd. Danbury
Virginia Stearns	14 Clayton Rd Danbury
Robert Stearns	" " " "
Natalie Weise	18 Clayton Rd. Danb.
Darlene P. Kaluicz	24 Clayton Rd. Danb.
M. J. Hoegeman	22 Clayton Rd. Danb.
Tommy J. Hahn	6 Tom Thumb Ln. Danbury
Robert Hahn	" " "
Isabel Gudelha	7 Tom Thumb Lane Danbury
Francis J. Gaddy	7 Tom Thumb Lane Danbury
Ernest Paulovich	5 Tom Thumb Lane Danbury
Lynn Paulovich	5 Tom Thumb Lane Danbury
Eva Sundgren	3 Tom Thumb Lane Danbury
K. Sundgren	3 Tom Thumb Lane Danbury
George McFlynn	30 Clayton Rd. Danbury
Margaret McFlynn	30 Clayton Rd. Danbury

NAME	ADDRESS
Luzille A. Wick	29 Clayton Road Danbury Ct.
John A. Wick	29 Clayton Rd. Danbury Ct
Marjorie A. Wick	29 Clayton Rd Danbury Ct
Lenford A. Stillson	27 Clayton Rd Danbury Ct
Catherine W. Stillson	27 Clayton Rd Danbury Ct
Harold E. Stillson	27 Clayton Rd Danbury Ct
Pete J. Stillson	27 Clayton Rd Danbury Ct
Diane M. Jones	23 Clayton Rd. Danbury, CT
Joanne M. Caprio	21 Clayton Rd Danbury, Ct.
Janice Reddick	19 Clayton Rd Danbury Ct
Edith Reddick	19 Clayton Rd Danbury Ct
JM Brassard	17 Clayton Rd Danbury
Gaul Brassard	17 Clayton Rd Danbury CT
Maureen Smith	11 Clayton Road Danbury Ct
Henry Smith	11 Clayton Rd Danbury Ct
Patricia DeBourgeois	9 Clayton Rd, Danbury, Ct.
Susan DeBourgeois	9 Clayton Rd Danbury, Ct
Pat Kuhn	8 Clayton Rd Danbury, Ct
Earl Kuhn	" " "
Martha Morrissey	7 Clayton Rd Danbury Ct.
M. J. McNeely	5 Clayton Rd Danbury Ct.
James J. McNeely	5 Clayton Rd. Danbury Ct.
Helen Lebowitz	2 Clayton Rd Danbury.
Steven Lebowitz	2 Clayton Rd. Danbury
Barn Kotaka 40 Kasmarok	3 Clayton Rd Danbury
Judy Green	8 Jannette St Danbury
Ch. Chate Green	8 Jannette St. Danbury



43
13

CITY OF DANBURY
CITY HALL
Danbury, Conn. 06810

Daniel A. Garamella
Director of Public Works

(203) 797-4537

Request permission to have a Wood Sale for the purpose of buying Christmas toys for the needy children and to contribute to worth while charities.

This charitable activity has taken place for the past two years.

In prior years the council members graciously gave up their time to help us in the sale and I would appreciate their help this year.

Daniel A. Garamella
Director of Public Works

14

14

Dear Mr. DaSilva,

It has come to my attention that the Danbury Recycling Center is in need of A manager.

Having worked at the center for almost two years under Norman Cusack, I have the working knowledge of the center as well as the duties associated with it.

The Danbury Recycling Center must be preserved in order to save our landfill and also to educate people as to how to renew existing resources.

I would be grateful if you would consider me as the person to keep this fine place running.

Sincerely
Alan Stock
743-0114

15
15

September 17, 1984

City Clerk
City Hall Building
115 Deerfield Avenue
Danbury, Connecticut

Re: Dogwood Park Partnership

Gentlemen:

Please be advised that we desire the City Council, at their next regular meeting, to approve "Dogwood Park North" as a city street. An updated mylar drawing of that project will be submitted prior to that meeting.

Sincerely,



John V. Magnano
General Manager

JVM/rd

SCALZO APPLIANCE, INC.

16
16

248 WHITE STREET • DANBURY, CONNECTICUT 06810 • SALES (203) 743-1250 • PARTS AND SERVICE (203) 743-6451
3153 BERLIN TURNPIKE • NEWINGTON, CONNECTICUT 06111 • SALES (203) 667-4700

RECEIVED
SEP 4 1984
OFFICE OF CITY CLERK

August 30, 1984

Common Council
City Clerk
City of Danbury
155 Deer Hill Ave.
Danbury, Ct. 06810

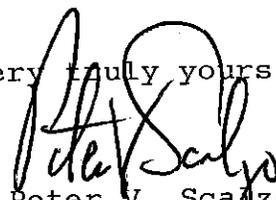
Subject: Land Corner of White & Locust Ave.

Dear Council Members,

The Scalzo Realty Co. is owner of building and property located on the Eastside corner of White and Locust Avenue (Former General Tire Building).

With the relocation of Locust Avenue, there is now a small portion of land between the said property and the street.

If the City at any time would be interested in selling this property, I would like to go on record as an interested party.

Very truly yours,

Peter V. Scalzo
President

PVS/ts

Colonna Lodge, No. 184

LAKE KENOSIA RD.

DANBURY, CONN. 06810

17
17

August 31, 1984

RECEIVED

SEP 4 1984

OFFICE OF CITY CLERK

Common Council,
Dear President,

The members of the Colonna Lodge, No. 184 Order Sons of Italy in America, wish to get your vote of approval to place a sign announcing the existence of an Italian women's organization in the city. We would like to place the above mentioned sign at one of the entrances to the city, or at any place you think convenient.

Thank you.

Emily M. Woodruff
Secretary of the
Colonna Lodge 184
Danbury.

18
18

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

ATTORNEYS AT LAW

26 WEST STREET

POST OFFICE BOX 650

DANBURY, CONNECTICUT 06810

(203) 743-2721

A. SEARLE PINNEY
BOBBY S. PAYNE*
THOMAS W. VAN LENTEN
HUGH A. BURRELL
ROBERT J. WOLFE
JOHN M. DILLMAN
WILLIAM S. STEELE, JR.
JEFFREY B. SIENKIEWICZ
TED D. BACKER**

JAMES H. MALONEY

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

RIDGEFIELD OFFICE
401 MAIN STREET
RIDGEFIELD, CONNECTICUT 06877
(203) 438-3726

COUNSEL
THOMAS L. CHENEY

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

September 14, 1984

President, Common Counsel
City of Danbury
City Hall
155 Deer Hill Avenue
Danbury, CT 06810

Dear President McManus:

We represent Ridgewood Country Club, Inc. in connection with a problem that has arisen concerning the payment of taxes owed by it to the City of Danbury and in particular the quarterly installment due July 1, 1984.

On July 27, 1984 our client's bookkeeper drew a check payable to the City of Danbury Tax Collector in the amount of \$12,928.46 in payment of taxes owed on List No. 1554 and 15274 for personal and real property. On July 30, 1984 another check was drawn payable to the Tax Collector for the City of Danbury in the amount of \$60.90 for the payment of a motor vehicle tax bill. Both checks were placed in the same envelope and mailed on that day.

Our client just learned by receiving a notice from the Tax Collector's office that the check for \$12,928.46 was never received and that it was owed together with interest in the amount of \$581.78. The bookkeeper ascertained that the check had indeed not returned from the bank and called the bank to find out that it had not cleared for collection as of September 13, 1984. Payment on that check has now been stopped and a new check issued to the City for the payment of the taxes plus the interest owed.

President, Common Counsel

- 2 -

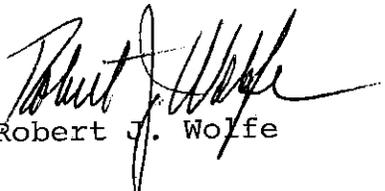
September 14, 1984

We respectfully request that the Common Counsel consider and grant abatement from the interest paid on that account. The sequence of checks drawn by the bookkeeper will clearly show that such a check was drawn and the bank's records will show that it has never cleared for collection. The bookkeeper is willing to state that she drew the check and personally placed it in the envelope for mailing.

We offer no explanation as to why the check was not received and certainly do not wish to place blame without further information.

We hope you will seriously consider our request for abatement and will be pleased and ready to answer any questions you might have concerning our request.

Very truly yours,



Robert J. Wolfe

RJW/ssa

cc: Comptroller, City of Danbury
Mr. Robert Durkin, Treasurer, Ridgewood Country Club, Inc.



18-1
18-1

CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

DEPARTMENT
OF FINANCE

September 26, 1984

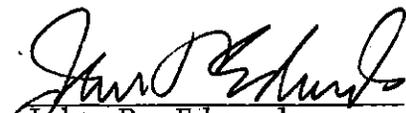
TO: Common Council via
Mayor James E. Dyer

Certification #11

FROM: John P. Edwards

We hereby certify the availability of \$2,776.00 in the Contingency Account for transfer to the Registrar of Voters for expenses incurred in the Democratic primary of Sept. 11, 1984 in the 109th District.

Previous balance of Contingency Account	\$ 4,474.20
Less this request	<u>2,776.00</u>
	\$ 1,698.20


John P. Edwards
Comptroller

JPE/af



CITY OF DANBURY

ROOM 328 — CITY HALL
DANBURY, CONNECTICUT 06810

018-1
B-1

REGISTRAR OF VOTERS

Sept. 20th, 1984

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

I the undersigned Registrar of Voters respectfully request the appropriation of \$2,776.00 for expenses incurred in the Democratic primary of Sept. 11th, 1984 in the 109th District.

The above appropriation will be put back into the following accounts for the general election of Nov. 6th, 1984.

02-01-131	011001	\$1668.00	Part Time Services (Poll Workers)
02-01-131	022000	98.00	Printing & Binding
02-01-131	029500	1,010.00	Outside Services (Electrical work, Machine mechanics, moving machines in & out of polls.

Respectfully Submitted
George F. Schmiedel
George F. Schmiedel
Democratic Registrar of Voters

GS/jh

(19)

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement between the City of Danbury and Local 677 of the International Brotherhood of Teamsters details those changes agreed upon between the parties to Section 16.0 - Wages of the contract governing hours, wages and conditions of employment for employees in the Department of Public Utilities including Water Division, Sewer Division and Maintenance Division.

These changes shall be incorporated into the present contract as Appendix "A" as soon as practical after ratification by both parties.

The wage schedule included in Appendix "A" is for the period July 1, 1984 through June 30, 1985 and makes this contract whole.

APPENDIX "A"

Amend Section 16.1 to read:

The employer shall pay the following rates:

Classifications	Effective 7/1/84 Per Hour
Public Utilities Dept. Administrative Aide	\$ 10.06
Water Division Distribution & Transmission	
Pipe Installer I	8.94
Pipe Installer II	9.41
Foreman	10.63
Water/Shed Distributor	7.98
Meters	
Reader/Installer	8.38
Mechanic	8.38
Treatment Plant	
Operator I	8.38
Operator II	8.54
Operator Repairman	8.54
Foreman	10.78

(17)

Sewer Division
Collection System

Pipe Installer I 8.94
Pipe Installer II 9.41

Treatment Plant

Operator 8.38
Apprentice Operator 7.73
Lab Technician 8.69

Maintenance Division

Laborer I 8.07
Laborer II 8.27
Utility Mechanic 9.18
Foreman 10.78

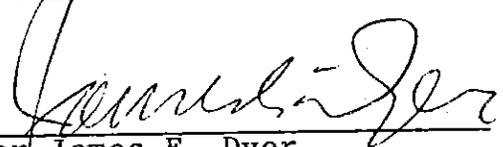
Effective January 1, 1983, \$.03 per hour is added to the wage schedule in lieu of clothing allowance.

"Lead" Operator, Sewer Treatment Plant, assigned to the 7:00 A.M. to 3:00 P.M. shift, normally Monday through Friday, shall be paid forty cents (\$0.40) per hour in addition to the regular Operator rate.

If parties are in agreement please signify with appropriate signatures.

FOR THE CITY OF DANBURY

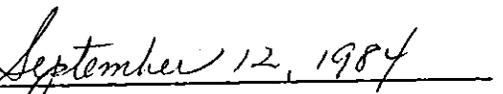
FOR TEAMSTERS LOCAL 677



Mayor James E. Dyer



Business Representative



Date



Witness

20
②

MEMORANDUM OF AGREEMENT

The Agreement between the City of Danbury and Local 801, I.A.F.F. is amended as follows:

1. Note 3 of Appendix A of the contract shall be amended to read:

"Any employee regularly assigned as an EMT on A-1 shall receive an additional \$312 per year. Similarly, any employee regularly assigned to A-1 as an EMT-I.V. shall receive an additional \$403 per year. These amounts shall be prorated on a monthly basis for regular assignments to A-1 of less than a year's duration. Those who perform ambulance duty on a fill-in basis shall receive an additional \$1.71 per tour as an EMT or an additional \$2.21 per tour as an EMT-I.V."

2. The parties agree that EMT and EMT-I.V. certification shall be available to all bargaining unit members. When certified as an EMT-I.V. the employee may not voluntarily allow his/her certification to expire before the second anniversary date of the certification.

3. All training for EMT and EMT-I.V.'s shall be paid for by the City. Personnel on duty shall be granted time off to maintain certification, off duty personnel shall be compensated as per Article XI of the Contract.

4. Note 6 of Appendix A shall be amended by adding:

"For an employee who maintains an EMT-I.V. certification, this incentive pay shall be \$500 per year. The incentives paid under this provision shall be prorated on a monthly basis if certification is for less than twelve months in a fiscal year."

5. Consistent with the amendment made to Note 6 of Appendix A as proposed in Item 4 of this memorandum, the provisions contained therein shall be retroactive to September 14, 1983. Employees who attained EMT certification during the fiscal year '83-'84 shall be compensated for each complete month during which they were certified as an EMT at the rate of \$16.67 per month (\$200 divided by 12). Employees who were I.V. certified during '83-'84 fiscal year shall be compensated an additional \$300 incentive allotment above the \$200 they received for EMT certification or a fraction thereof consistent with the number of months they were so certified during the year. Furthermore, an additional \$300 will be paid for I.V. certification for the current fiscal year.

6. All A-2 calls shall be assigned to a Private Ambulance

Firm when the Danbury Fire Department does not have a 2nd I.V. assigned on a Platoon.

7. Engine Companies shall respond with a Private Ambulance Firm on Life Threatening Calls only.

8. a. When not in a hiring situation and when two or more EMT-I.V.'s are assigned to the same platoon, and the I.V. assigned to A-1 is off due to vacation, sick, injury, training, etc., the available I.V. on the platoon shall be reassigned to A-1.

8. b. When in a hiring situation, the reassignment of an EMT-I.V. to Ambulance A-1 will not take place unless no other EMT-I.V.'s are available for overtime.

9. The EMT-I.V. assigned to A-1 shall be subject to the provisions of Article XV - Special Leave. An EMT-I.V. assigned to any piece of equipment other than A-1 will not be subject to the provisions of Item (B) in Article XV. He would not be required to have an EMT-I.V. cover his assignments if he wanted special leave.

10. Effective April 22, 1983, Item 3 under the "General Information" section of the announcement for the "Firefighter" exam is amended to read:

"As a condition of employment, each appointee must obtain certification as an Emergency Medical Technician. Such certification must be maintained for the duration of the employee's service in the department."

11. The City and Local 801, I.A.F.F. agree to negotiate the position of Para-Medic when either party request.

The duration of the Memorandum of Agreement shall coincide with the existing Contract.

FOR THE CITY OF DANBURY

James E. Dyer
James E. Dyer
Mayor of the City of Danbury

Emanuel A. Merullo
Emanuel A. Merullo
Director of Personnel

FOR LOCAL 801, I.A.F.F.

Louis P. DeMici
Louis P. DeMici
President

David A. Lulad
David A. Lulad
Witness

Sept 25, 1984
Date



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

Emanuel A. Merullo
Director of Personnel

(203) 797-4598

TO: Hon. James E. Dyer
Honorable Members of the Common Council

FROM: Manny Merullo, Director of Personnel *EMM*

RE: Memo of Agreement on Dental Plan for Firefighters

DATE: September 26, 1984

The members of the Firefighters Negotiating Committee misunderstood the City's agreement to provide a Dental Plan as a benefit in the current contract. As a result, the members believed that the orthodontic treatment provisions of the Dental Plan was included in the agreement. This reportedly contributed significantly to their vote to ratify.

In recent meetings between the City's Negotiating Team and the Firefighters Union Representatives, held to resolve several grievances and to negotiate an Ambulance Service agreement, the issue of this misunderstanding persisted. The City accepted a proposal by the Union to withdraw a grievance that most likely would carry a settlement cost of approximately \$30,000 if the City would agree to the orthodontic provision they thought they were getting originally. Cost to the City for inclusion of the orthodontics for firefighters dependents is approximately \$4,200. In accepting this offer, the City probably saved \$25,000.

We recommend you approve any necessary funds to implement this agreement.



MEMORANDUM OF AGREEMENT

Effective upon the signing of this agreement between the City of Danbury and Local 801, I.A.F.F., the "Dental Plan" contained in Article XVIII - Insurance, of the current contract between the parties dated February 10, 1984, shall include the orthodontic treatment provisions of the benefits as described under Plan II in the proposal presented by Confederation Life Insurance Company and submitted by John E. Hyatt Associates, Inc., effective February 10, 1984. A copy of this proposal is attached. The "Cost Summary" of the proposal will be updated.

FOR THE CITY

FOR LOCAL 801, I.A.F.F.

James E. Dyer, Mayor

Louis DeMici, President

Witness

Witness

Date

GROUP

INSURANCE

PLAN

for the consideration of

CITY OF DANBURY (FIREMEN)

submitted by

JOHN E. HYATT ASSOCIATES, INC.



RATE SUMMARY

<u>PLAN</u>	<u>EMPLOYEE</u>	<u>DEPENDENT</u>
I	11.99	20.87
II	12.45	22.00
III	11.67	20.36
IV	11.66	19.96
V	10.56	17.41

NOTE: All of the above rates exclude Orthodontics.
 To give you a representative idea of cost
 including Ortho:

<u>PLAN</u>	<u>EMPLOYEE</u>	<u>DEPENDENT</u>	<u>INCREASE</u>
I	11.99	24.86	3.99
II	12.45	25.98	3.98

COMMENTS

1. Proposal and rates are valid until 11/11/83.
2. Rates assume a Non-Contributory Plan.

DENTAL BENEFIT

This benefit provides for payment on a co-insurance basis of expenses incurred for Dental Treatment.

DEDUCTIBLE

Amount Per Individual

The deductible specified in the Summary of Benefits is the amount of eligible expenses in each calendar year, which must be borne by the insured before any payments are made under this benefit.

The deductible is applied independently to the eligible expenses of each employee and each dependent.

Maximum Per Family

The maximum deductible per family included in this proposal is indicated below:

No Limit

The deductible will be applied individually to the eligible expenses of the employee and each dependent.

Cash Amount

Once eligible expenses of the amount shown in the Summary of Benefits has been accumulated by a family, no further deductible will be applied during the remainder of that calendar year.

Each member of a family may contribute up to a maximum of the amount of the individual deductible toward satisfaction of the family deductible.

Limited Number of Deductibles

The maximum number of individual deductibles applied to the same family during calendar year will be that shown in the Summary of Benefits.



DENTAL BENEFIT

DEDUCTIBLE (Continued)

Application Of Deductible In Year Of Issue

As an administrative arrangement, the deductible in the first policy year will be determined as shown below. It should be noted that this arrangement applies only to employees insured on the effective date of the Confederation Life Policy. It does not apply to individuals insured subsequent to the effective date.

Calendar Year Deductible	Effective Date Of Policy	Deductible In Calendar Year Of Issue
\$10	Jan. 1 - Dec. 31	\$10
\$25	Jan. 1 - June 30	\$25
	July 1 - Dec. 31	Combined with next year
\$50	Jan. 1 - Apr. 30	\$50
	May 1 - Aug. 31	\$25
	Sept. 1 - Dec. 31	Combined with next year



DENTAL BENEFIT

INSURANCE PERCENTAGE

Reimbursement for expenses in excess of the deductible which qualify as Eligible Expenses will be subject to the insurance percentages specified in the Summary of Benefits.

MAXIMUM AMOUNT

Total payments made under the Dental Benefit shall be subject to the maximum amount specified in the Summary of Benefits during any calendar year.

If Orthodontic Treatments are included they will be subject to a limit of \$750 per course of treatment and a lifetime maximum of \$1000.

TREATMENT PLAN

Whenever the total cost of proposed dental work is expected to exceed \$300, Confederation Life recommends that a Treatment Plan be filed for benefit determination prior to the commencement of treatment. This procedure enables an individual and dentist to discuss the extent of coverage before any work is started.

A Treatment Plan must include the following items:

- 1. x-rays showing dental needs
- 2. a written description of the proposed treatment necessary in the professional judgement of the dentist
- 3. the cost of the proposed treatment

Eligible Expenses incurred in connection with a prefiled Treatment Plan and applied against the deductible for the calendar year in which treatment commenced will be used to reduce the deductible for the next calendar year for that Treatment Plan only.

LATE ENTRANTS

If an employee or dependent becomes insured more than 31 days after first becoming eligible for Dental Benefit coverage, the Maximum Amount payable for Preventive, Routine and Major Restorative Treatments during the first 12 months of that person's insurance coverage is \$100. If Orthodontic Treatment is included in the Plan, the Maximum Amount payable for this type of treatment during the first 3 years of that person's insurance coverage is \$100.



DENTAL BENEFIT

ELIGIBLE EXPENSES

Eligible Expenses are those dental treatment expenses recommended as necessary and performed by a Physician or Dentist up to the amounts determined by Confederation Life Insurance Company to be reasonable and customary for Dental Procedures in the area where the service was rendered, which are incurred for the following:

Preventive Treatment

- (A) Oral examinations where no other services, except x-rays, are performed (limit of 2 examinations during any 12 consecutive months).
- (B) Dental prophylaxis (limit of 2 during any 12 consecutive months).
- (C) Intraoral x-rays, such as, Bitewing or Interproximal, Individual Periapical and Occlusal (limit of 2 x-rays during any 12 consecutive months).
- (D) One series of Full Mouth or Panorex x-rays every 24 months. Coverage for this item applies only to a person who is at least 12 years old.
- (E) Extraoral x-rays (limit of 2 films during any 12 consecutive months).
- (F) Topical application of a fluoride (limit of 2 treatments during any 12 consecutive months). Coverage for this item applies only to a person who is under 19 years of age.
- (G) Application of a sealant every 36 months. Coverage for this item applies only to a person who is under 14 years of age.
- (H) Biopsy of soft/hard tissue to aid in establishing a diagnosis.
- (I) Sedative fillings where no other dental services, except x-rays, are performed.
- (J) Minor procedures for palliative treatment of dental pain where no other dental services, except x-rays, are performed.
- (K) Initial provision and installation of space maintainers for missing primary teeth, except habit-breaking appliances.



DENTAL BENEFIT

ELIGIBLE EXPENSES (Continued)

Routine Treatment

- (A) Extractions and simple alveolectomy at a time of tooth extraction.
- (B) Surgical extraction of teeth.
- (C) Tooth replantation or transplantation.
- (D) Endodontic treatment of the following nature: periapical surgery, bleaching, hemisection, root canal therapy, pulp capping, pulpotomy, apicoectomy and retrograde filling (includes treatment plan, clinical procedures and follow-up care, but does not include final restoration).
- (E) Periodontic treatment (includes scaling, root planning, tissue conditioning and provisional splinting). If more than one periodontal surgical service is performed per quadrant, only the most inclusive service performed will be eligible.
- (F) Initial amalgam, silicate, acrylic and composite restorations. Multiple restorations on one surface will be treated as a single restoration.
- (G) Replacement of amalgam, silicate, acrylic or composite restorations at least 12 months after the date the last restoration was provided or replaced (unless an additional tooth surface is involved).
- (H) One set of diagnostic casts and photographs every 36 months.
- (I) Recementing of inlays or crowns at least 90 days after the date the inlay or crown was provided.
- (J) Relining, rebasing or repairing of an existing prosthesis (fixed bridgework, removable partial or complete dentures) at least 90 days after the date the installation or repair of the prosthesis was performed.
- (K) General anesthesia which produces a state of unconsciousness with absence of pain sensation over the entire body and is required in relation to dental surgery.
- (L) Administration and cost of injectible drugs when prescribed by a dentist.
- (M) Consultation required by the attending dentist.
- (N) Surgical extraction of impacted teeth.
- (O) Surgical removal of a cyst.
- (P) Periodontal appliances, except habit-breaking appliances (limit of one appliance during any 36 consecutive months).



DENTAL BENEFIT

ELIGIBLE EXPENSES (Continued)

Major Restorative

- (A) Initial provision of crowns, gold inlays or onlays. Coverage for this item applies only if the tooth is broken down by decay or traumatic injury and cannot be restored with an amalgam, silicate, acrylic or composite restoration.
- (B) Replacement of crowns, gold inlays or onlays at least 5 years after the date in which the crown, inlay or onlay was provided (unless an additional tooth surface is involved). Coverage for this item applies only if the tooth is broken down by decay or traumatic injury and cannot be restored with an amalgam, silicate, acrylic or composite restoration.
- (C) Creation of a new prosthesis (fixed bridgework, removable partial or complete dentures) is required to replace one or more natural teeth at least one of which is extracted after the date insured.
- (D) Replacement of an existing prosthesis (fixed bridgework, removable partial or complete dentures) under the following circumstances only.
 - (1) Replacement is necessitated by the extraction of additional teeth while insured under this Policy.
 - (2) Replacement of an existing prosthesis which is at least 5 years old and cannot be made serviceable (for persons insured under this Policy for at least one year).
 - (3) Replacement of an existing temporary prosthesis by a permanent one within 12 months after installation of the temporary prosthesis.
- (E) Addition of teeth to existing denture of fixed bridgework if required to replace one or more natural teeth, at least one of which is extracted after the date insured.

DENTAL BENEFIT

ELIGIBLE EXPENSES (Continued)

Orthodontic Treatment

Coverage for Orthodontic Treatment is limited to persons who are at least 6 years old, but not more than 19 years of age when the course of treatment commenced, and whose first active appliance was inserted while insured under this Policy.

Only dental expenses for the following services are eligible.

(A) Charges for treatment, services and supplies to correct malocclusion of the teeth, for the following conditions only.

- (1) Extreme bucco-lingual version of the teeth (either unilateral or bilateral).
- (2) Protrusion of the maxillary teeth of more than 4 mm.
- (3) Protrusive or retrusive relation of the maxillary or mandibular arch of at least one cusp.

(B) One series of cephalometric x-rays every 24 months.

(C) One set of Study Models only for each person while insured.

Orthodontic care under a course of treatment which commenced prior to the date insured under this Policy and which is covered under another group plan is not eligible.

A "Course of Treatment" means the period which commences on the date the first orthodontic appliance is installed for active treatment and ceases on the date of the removal of the last orthodontic appliance for such treatment. Successive courses of orthodontic treatment commencing while insured shall be considered as one course of orthodontic treatment unless the succeeding course commences more than two years after the termination of the immediately preceding course.

Benefits for a course of treatment will be paid in arrears. Payments will be made in equal quarterly installments from the date active treatment commences for the duration of the estimated treatment period. However, if a separate charge is made for the installation of initial appliances, benefits for this service will be paid immediately and benefits for the balance of the treatment will be paid in equal quarterly installments.

Each course of treatment shall be subject to the Maximum Amount for Orthodontic Treatment.



DENTAL BENEFIT

GENERAL LIMITATIONS

No payment will be made for dental claims resulting from:

- (1) Dental treatment performed by anyone who is not a licensed dentist. However, a dental hygienist may perform dental prophylaxis and apply fluoride under the direct supervision of a dentist.
- (2) Any disability for which the insured person is entitled to indemnity or compensation under any workers compensation act.
- (3) Examinations for use by a third party.
- (4) Intentionally self-inflicted injury.
- (5) Injuries resulting directly or indirectly from insurrection, war, service in the armed forces, participation in a riot, or engaging in a criminal act.
- (6) Charges levied by a dentist for time spent travelling, broken appointments, transportation costs, advice given by telephone or other means of telecommunications, or for hospital calls, home calls or office visits only.
- (7) Full mouth x-rays for a person who was under 12 years of age when the charge was incurred.
- (8) Cosmetic surgery or treatment (when so classified by Confederation Life) unless such surgery or treatment is for accidental injuries sustained while insured under this policy and commenced within 90 days of such accident. Facings on crowns or pontics posterior to the second bicuspid shall always be considered cosmetic.
- (9) Emergency prescriptions or other drugs and/or medicaments.
- (10) Dental procedures which do not directly involve the teeth or the tissues or bones which support the teeth.
- (11) Charges which are in excess of reasonable and customary as determined by Confederation Life.
- (12) Charges for services or supplies which do not meet accepted standards of dental practice including charges for services or supplies which are experimental in nature.
- (13) Dental treatment involving the use of gold, semi precious or non-precious alloys if such treatment could have been rendered at a lower cost by means of a reasonable substitute consistent with generally accepted dental practice.
- (14) Dental treatment received from a dental or medical department maintained by an employer, association, labor union trustee or similar type of group.
- (15) Charges for any services or treatments rendered to an insured person to the extent of any benefits payable under any government plan of health insurance, if at the time such services or treatments are rendered, the insured person is eligible to enroll in, or is insured by such government plan.



21

DENTAL BENEFIT

GENERAL LIMITATIONS (Continued)

- (16) Services and supplies rendered for full mouth reconstruction, orthognathic surgery or for a correction of temporal mandibular joint dysfunction (TMJ).
- (17) Surgical implants of any type.
- (18) Local anesthesia (not in connection with operative or surgical procedures), regional block and trigeminal division block anesthesia or analgesia.
- (19) Charges for athletic mouthguards.
- (20) Charges for precision or semi precision attachments.
- (21) Charges for permanent periodontic splinting.
- (22) Procedures, appliances and restorations (other than full dentures) used to increase vertical dimension, to restore occlusion or stabilize periodontally involved teeth.
- (23) Charges for myofunctional therapy or correction of harmful habits.
- (24) Dietary planning for the control of dental caries, oral hygiene instruction (including plaque control) or training in dental care.
- (25) A course of dental care which commenced prior to the date insured under this Policy including charges for any crowns, bridges or dentures ordered prior to such date.
- (26) Charges for the initial installation of a prosthesis replacing any natural teeth extracted before the date insured.
- (27) Charges for any duplicate prosthetic device or any other duplicate appliance.
- (28) Charges for the repair or replacement of an orthodontic appliance.
- (29) Replacement of an existing prosthesis (fixed bridgework, removable partial or complete dentures) which has been lost, mislaid or stolen.
- (30) Replacement of a prosthesis which meets or can be made to meet commonly held dental standards of functional acceptability.





CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

JAMES E. DYER
MAYOR

October 2, 1984

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members:

I am making the following promotions in the Danbury Police Department:

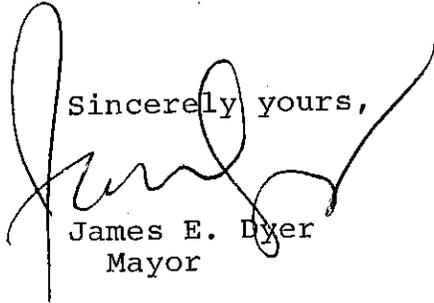
To Sergeant - Thomas Mack - Parkwood Terrace
- Joseph Collins - 31 Harrison Street.

Tom Mack is married and has four children. He was appointed on October 4, 1977. He served on the Connecticut Statewide Narcotics Task Force from May 16, 1983 and was appointed to the Detective Division March 26, 1984.

Joseph Collins is married with four children. He was appointed December 5, 1969 and to the Detective Bureau on August 25, 1980.

The appointments will be effective upon swearing in - receiving the oath of office.

Sincerely yours,


James E. Dyer
Mayor

JED/mr



023
23

CITY OF DANBURY
OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

JAMES E. DYER
MAYOR

October 2, 1984

Honorable Members of the Common Council
City of Danbury
Connecticut

Dear Council Members:

I respectfully request your confirmation of the appointment of Mr. Arthur Roberts, 229 Middle River Road, Danbury to the Redevelopment Agency for a term to expire on January 1, 1989.

Mr. Roberts is employed by IBM in Danbury, trustee at the Kings Street Volunteer Fire Company and former Chairman of the Republican Town Committee.

Sincerely,

A handwritten signature in cursive script, appearing to read "James E. Dyer".

James E. DYER
Mayor

JED:mad



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24

CITY OF DANBURY
OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

JAMES E. DYER
MAYOR

October 2, 1984

Honorable Members of the Common Council
City of Danbury
Connecticut

Dear Council Members:

I respectfully request your confirmation of Joseph Bertalovitz,
Driftway Road, Danbury and Richard Kilcullen, Kohanza Street,
Danbury as Hearing Officers for Parking Violations for a term
to expire on October 1, 1986.

Mr. Bertalovitz is the former Fire Chief for the City of Danbury.

Mr. Kilcullen is an attorney with Ventura and Ventura.

Sincerely,

James E. Dyer
Mayor

JED:mad

No paperwork was
found in the file.

Sorry for the
inconvenience, we
will continue to
update files if
information becomes
available.

COMMON COUNCIL SEWER & WATER EXTENSION COMMITTEE REPORT

27
27

Date: October 2, 1984

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

Re: Request of Frank & Maria Avallone for extension of sewer line -
Route 6 (Old Sorrento Restaurant)

The Sewer & Water Extension committee of the Common Council has met and reviewed the above petition with the City Engineer and has also reviewed a recommendation for approval from the Planning Commission.

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

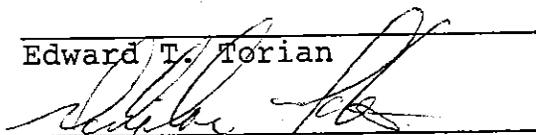
1. The petitioner shall bear all costs relative to the installation of said sewer line.
2. The petitioner shall submit as-built drawings of this extension, prepared by a licensed Connecticut Land Surveyor, for approval by the City Engineer.
3. Detailed Engineering Plans and Specifications are to be approved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

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

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

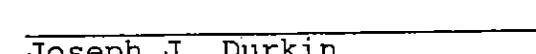
Respectfully submitted

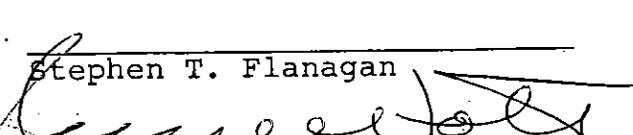

Bernard P. Gallo. Chairman

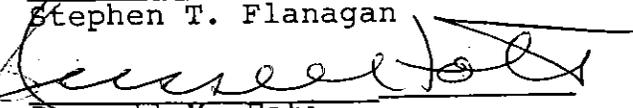

Edward T. Torian


Nicholas Zotos


~~John A. Torcaso~~ Carole Torcaso


Joseph J. Durkin


Stephen T. Flanagan


Russell M. Foti



CITY OF DANBURY

~~OFFICE OF THE MAYOR~~

DANBURY, CONNECTICUT 06810

October 2, 1984

~~XXXXXXXXXX~~
~~XXXXXX~~

PUBLIC WORKS COMMITTEE REPORT

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

Re: Request to purchase property on Bergh St.

The Public Works Committee studied a request to purchase a parcel of city property on Bergh Street. An on-site inspection of the site was conducted by the committee as well as Public Works Department personnel. Public Works Director, D. Garamella, recommended that the City retain possession because of City water and sewer lines on this property.

The Public Works Committee, as per recommendation of the Public Works Director, voted to deny the request for the sale of city property on Bergh St.

Respectfully submitted
Joseph DaSilva
Joseph DaSilva, Chairman

Constance McManus
Constance McManus

Anthony Cassano
Anthony Cassano

Mounir Farah
Carole Torcaso
Carole Torcaso

John Esposito
John Esposito

Gene Enriquez
Gene Enriquez



CITY OF DANBURY

~~XXXXXXXXXXXX~~

DANBURY, CONNECTICUT 06810

~~XXXXXXXXXX~~
~~XXXXXX~~

October 2, 1984

PUBLIC WORKS COMMITTEE REPORT

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

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The Public Works Committee, as per recommendation of the Public Works Director, voted to deny the request for the sale of city property on Bergh St.

Respectfully submitted

Joseph DaSilva, Chairman

Constance McManus

Anthony Cassano

Mounir Farah

Carole Torcaso

John Esposito

Gene Eriquez



029 29
29

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

October 2, 1984

PUBLIC WORKS COMMITTEE REPORT

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

Re: Request to accept Apple Orchard Drive.

The Public Works Committee reviewed a request to accept Apple Orchard Drive as a City Highway. An on-site inspection was performed. City Engineer, J. Schweitzer, reported that the road has met all specifications for acceptance into the City Highway system.

The Public Works Committee, as per the recommendation of the City Engineer, recommends acceptance of Apple Orchard Drive, as a City Highway, and adoption of the attached Resolution.

Respectfully submitted

Joseph DaSilva Chairman
Joseph DaSilva

Constance McManus
Constance McManus

Anthony J. Cassano
Anthony Cassano

Mounir Farah

Carole Torcaso

John Esposito
John Esposito

Gene Eriquez



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

October 2, 1984

A. D., 19

RESOLVED by the Common Council of the City of Danbury:

THAT - APPLE ORCHARD DRIVE be accepted as a public highway in the City of Danbury subject to the following conditions:

That a Deed and Certificate of Title, in forms satisfactory to the Office of the Corporation Counsel, be delivered to the City of Danbury.

August 27, 1984

RECEIVED

AUG 27 1984

30

Members of Danbury Common Council
City Clerk's Office
155 Deerhill Avenue
Danbury, Ct. 06810

OFFICE OF CITY CLERK

Att: Steve Flanagan
Nicholas Zotos

Dear Council Members:

As the house numbers at High Street and at High Street Extension in Danbury duplicate our house numbers, we, the undersigned, being the majority of the eleven residents of High Street at Lake Waubeeka, Danbury, Ct., in order to insure proper response of emergency vehicles and delivery of mail, are in agreement that we wish to change the name of High Street in Lake Waubeeka, Danbury, Ct. to Sage Road.

- 4 High Street - Chalek
- 6 High Street - Kassir
- 7 High Street - Pawlowski
- 8 High Street - Davidow
- 9 High Street - Forel
- 10 High Street - Wainfeld
- 11 High Street - Katz
- 12 High Street - Karan
- 14 High Street - Rosenberg
- 16 High Street - Saifer

Sol Chalek
Arthur Kassir
John Pawlowski
Robert Davidow
Al Forel
Margaret Wainfeld
Hyman Katz
Joel Karan
Eva Rosenberg
Abraham Saifer

Please direct correspondence to:
A. Kassir
6 High St.-Waubeeka
Danbury, Ct. 06810

(203) 743-9330



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

October 2, 1984

COMMON COUNCIL

PUBLIC WORKS COMMITTEE REPORT

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

Re: Request to change the name of High St. at Lake Waubeeka to Sage Road.

The Public Works Committee studied a request from residents of High Street at Lake Waubeeka to change the name of their road to Sage Road. They stated that another street in the City has the same name and numbers. This causes problems with emergency vehicles for obvious reasons.

The Public Works Committee voted to recommend approval of the petition to re-name High Street at Lake Waubeeka to Sage Road.

Respectfully submitted

Joseph DaSilva
Joseph DaSilva Chairman

Constance McManus
Constance McManus

Anthony Cassano
Anthony Cassano

Mounir Farah

Garole Torcaso
John Esposito
John Esposito

Gene Eriquez

JD/mr
cc: City & Town Clerks
Assessor
City Engineer

Postmaster
Police Dept.



031 31

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

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COMMON COUNCIL

REPORT

October 2, 1984

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

Re: Property at Deer Hill Avenue and West Wooster Street.

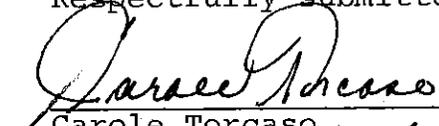
The committee members, Carole Torcaso, Beverly Johnson and Stephen Flanagan, appointed to review the above property, met with Corporation Counsel, Theodore H. Goldstein, on Monday, September 24, 1984 at 7:30 P.M.

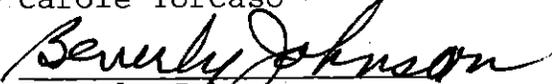
Attorney Goldstein briefed the committee on the communications and negotiations that have been going on for several months, and suggested that the committee consider the purchase of approximately one-half of the parcel. (Description attached).

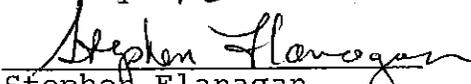
After discussion, \$45,000 was considered an affordable price and if the City does not use a portion of the parcel, it would be declared surplus property and made available for the owner to bid on it.

Councilman Flanagan made a motion, to recommend to the Common Council, that the City purchase the South East Corner of the parcel at 124 Deer Hill Avenue and the allocation of funds be taken from line 11-000 Capital Improvements - Line 0014 Rebuild Intersection of Deer Hill Avenue/West Wooster Street. Councilwoman Johnson seconded the motion. Motion passed unanimously.

Respectfully submitted


Carole Torcaso Chairman


Beverly Johnson


Stephen Flanagan

ALL that certain piece or parcel of land situated in the City of Danbury, County of Fairfield, State of Connecticut, shown and designated as follows:

Commencing at an existing concrete monument located on the westerly side of Deer Hill Avenue, so-called, being the most northerly corner of premises herein described and running thence S 28° 12' 30" E 75.06 feet along Deer Hill Avenue to an existing concrete monument at the intersection of said Deer Hill Avenue and West Wooster Street, so-called; thence turning and running S 58° 16' 48" W 138.73 feet along West Wooster Street to an existing concrete monument at the southwesterly corner of premises herein described, thence turning and running N 30° 41' 00" E 161.73 feet along land now or formerly of Connecticut National Bank, Trustee to the point or place of beginning. Containing 5,197 square feet, more or less.



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

October 2, 1984

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Honorable Members of the Common Council

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Respectfully submitted

Carole Torcaso Chairman

Beverly Johnson

Stephen Flanagan

(3)

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THIS LEASE,

Made by this agreement between

32

CITY OF DANBURY, a municipal corporation of the State of Connecticut acting herein by Donald W. Boughton, its Mayor, hereunto duly authorized, pursuant to a resolution to the Common Council dated September 6, 1977,

LANDLORD and NEW FAIRFIELD BUILDERS, INC., a Connecticut corporation with an office and place of business in said City of Danbury, and Arthur Erhardt individually as joint and several tenants hereinafter called

TENANT, WITNESSETH:

Whenever used herein, the singular number shall include the plural, and plural the singular, and the use of any gender shall be applicable to all genders.

The Landlord does hereby lease to the Tenant and the Tenant, does hereby, hire from the Landlord

All that certain piece or parcel of land situate in the City of Danbury, County of Fairfield and State of Connecticut, bounded and described as follows:

SOUTHERLY: by other land of the Lessee, 364.79 feet;
 WESTERLY: by land of the City of Danbury, 60 feet;
 NORTHERLY: by land of the City of Danbury, 380 feet, more or less;
 EASTERLY: by Airport Road (a/k/a Kenosia Avenue Extension) 60 feet.

Location of land is established by an Airport Map dated February 8, 1963 by John Green Civil Engineer. Starting at marker #12 - 60' in a South Easterly direction and thence in a general North Easterly direction 364.67' paralleling the south Erhardt line to Kenosia Avenue Road thence North Westerly to marker #13.

for the term of ten (10) years from the effective date of this Lease or from March 1, 1978 if the effective date of this Lease is subsequent thereto, for a total term rental of NINETEEN THOUSAND THREE HUNDRED (\$19,300.00) DOLLARS, and said rental shall be payable yearly in advance as follows, to wit:

During the first year, \$1500; during the second year, \$1600;
 during the third year, \$1700; during the fourth
 year, \$1800; during the fifth year, \$1900; during
 the sixth year, \$2000; during the seventh year, \$2100; during the
 eighth year, \$2200; during the ninth year, \$2250; and during the
 tenth and final year, \$2250.

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

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

* Except for a bona fide first mortgage holder as noted hereinafter.

And it is further agreed that this lease contains the entire agreement between the parties and that all representations relating to said premises and to this Lease are included herein.

~~And it is further agreed that this lease contains the entire agreement between the parties and that all representations relating to said premises and to this Lease are included herein. The Tenant shall be responsible for the payment of all taxes and assessments levied on the premises and shall execute and deliver all instruments necessary to carry out the terms of this lease. The Tenant shall be responsible for the payment of all utility bills and shall maintain the premises in good repair and condition. The Tenant shall not assign or sublease the premises without the written consent of the Landlord. The Tenant shall not use the premises for any illegal or prohibited purposes. The Tenant shall not create any lien or charge against the premises. The Tenant shall not use the premises for any purpose that would be injurious to the premises or the neighborhood. The Tenant shall not use the premises for any purpose that would be a nuisance to the neighborhood. The Tenant shall not use the premises for any purpose that would be a violation of any applicable laws or regulations. The Tenant shall not use the premises for any purpose that would be a violation of any applicable covenants, conditions and restrictions. The Tenant shall not use the premises for any purpose that would be a violation of any applicable zoning laws. The Tenant shall not use the premises for any purpose that would be a violation of any applicable fire codes. The Tenant shall not use the premises for any purpose that would be a violation of any applicable health codes. The Tenant shall not use the premises for any purpose that would be a violation of any applicable safety codes. The Tenant shall not use the premises for any purpose that would be a violation of any applicable building codes. The Tenant shall not use the premises for any purpose that would be a violation of any applicable environmental codes. The Tenant shall not use the premises for any purpose that would be a violation of any applicable accessibility codes. The Tenant shall not use the premises for any purpose that would be a violation of any applicable parking codes. The Tenant shall not use the premises for any purpose that would be a violation of any applicable signage codes. The Tenant shall not use the premises for any purpose that would be a violation of any applicable advertising codes. The Tenant shall not use the premises for any purpose that would be a violation of any applicable public works codes. The Tenant shall not use the premises for any purpose that would be a violation of any applicable utility codes. The Tenant shall not use the premises for any purpose that would be a violation of any applicable telecommunications codes. The Tenant shall not use the premises for any purpose that would be a violation of any applicable information technology codes. The Tenant shall not use the premises for any purpose that would be a violation of any applicable data protection codes. The Tenant shall not use the premises for any purpose that would be a violation of any applicable privacy codes. The Tenant shall not use the premises for any purpose that would be a violation of any applicable intellectual property codes. The Tenant shall not use the premises for any purpose that would be a violation of any applicable trademark codes. The Tenant shall not use the premises for any purpose that would be a violation of any applicable copyright codes. The Tenant shall not use the premises for any purpose that would be a violation of any applicable patent codes. The Tenant shall not use the premises for any purpose that would be a violation of any applicable trade secret codes. The Tenant shall not use the premises for any purpose that would be a violation of any applicable contract codes. The Tenant shall not use the premises for any purpose that would be a violation of any applicable tort codes. The Tenant shall not use the premises for any purpose that would be a violation of any applicable contract law codes. The Tenant shall not use the premises for any purpose that would be a violation of any applicable tort law codes. The Tenant shall not use the premises for any purpose that would be a violation of any applicable property law codes. The Tenant shall not use the premises for any purpose that would be a violation of any applicable contract law codes. The Tenant shall not use the premises for any purpose that would be a violation of any applicable tort law codes. The Tenant shall not use the premises for any purpose that would be a violation of any applicable property law codes.~~

AND IT IS FURTHER AGREED that the demised premises shall be used for automobile parking only in connection with a building under construction as shown and designated on an application to the Planning Commission of the City of Danbury for site approval and said application is dated prior hereto.

AND IT IS FURTHER UNDERSTOOD AND AGREED that this Lease shall not be effective until the Tenant receives a special exception for off-site parking from the Planning Commission of the City of Danbury, as well as approval to fill and improve the demised premises for parking purposes from the Environmental Impact Commission of the City of Danbury, as well as approval for the installation of a septic system by the State Health Department and the Health Department of the City of Danbury, as same may be necessary.

AND IT IS FURTHER UNDERSTOOD AND AGREED that the Tenant shall have no right to improve, use, or occupy the demised premises nor will this Lease be effective until the date that the last of the foregoing approvals is received and the Tenant has furnished the Landlord satisfactory evidence of said approvals.

AND IT IS FURTHER UNDERSTOOD AND AGREED that the Tenant shall have the right to fill and grade the demised premises to the extent permitted or required by the foregoing approvals and to place on the demised premises a washed gravel or crushed stone surface. It is further agreed that the Tenant shall at all times maintain sufficient amounts of washed gravel or crushed stone on the surface of the demised premises to prevent dust from being raised therefrom.

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

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

THE TENANT further agrees to maintain at all times a full force and effect liability insurance with an insurance company licensed to do business in the State of Connecticut and acceptable to the Landlord and said liability policy shall name the City of Danbury and the Danbury Aviation Commission as additional insureds and said policy shall provide coverage of not less than \$100,000 for injury to any one person and \$300,000 coverage for any one accident and property damage coverage of a minimum of \$50,000 for any one or more items of property for each accident.

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AND IT IS FURTHER UNDERSTOOD AND AGREED that the demised property shall be used for parking automobiles only belonging to the Tenants, employees or invitees, or occupants, owners or Tenants of the structure under construction or to be constructed, in accordance with the site plan and special exception permits now pending before the Planning Commission of the City of Danbury and more particularly shown on a copy of a map attached hereto and hereby made a part hereof. It is understood and agreed that the plan attached hereto shall control the number, location, size and design of the parking spaces allowable under this Lease.

IT IS FURTHER UNDERSTOOD AND AGREED that the Tenant may assign its rights to this Lease to any bona fide first mortgage holder (same being either a bank or insurance company) as additional security for any first mortgage placed upon the existing or proposed building as shown on the map attached hereto and made a part hereof and that said first mortgage holder shall become the Tenant hereunder with the same rights and obligations as the named Tenant herein in the event that it acquires title through foreclosure proceedings.

Signed, Sealed and Delivered

in the presence of

Peter Kakadelis

Eric N. Wellman

Albert H. Hornig

Claire L. Lundquist

State of Connecticut,
County of FAIRFIELD }

ss. DANBURY

10th February A. D., 1978

Personally appeared Donald W. Boughton, as Mayor of the City of Danbury

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

Eric N. Wellman

COMMISSIONER OF SUPERIOR COURT,
XXXXXXXXXX
NOTARY PUBLIC

ERIC N. WELLMAN

State of Connecticut,
County of FAIRFIELD }

ss. DANBURY

FEBRUARY 14, A. D., 1978

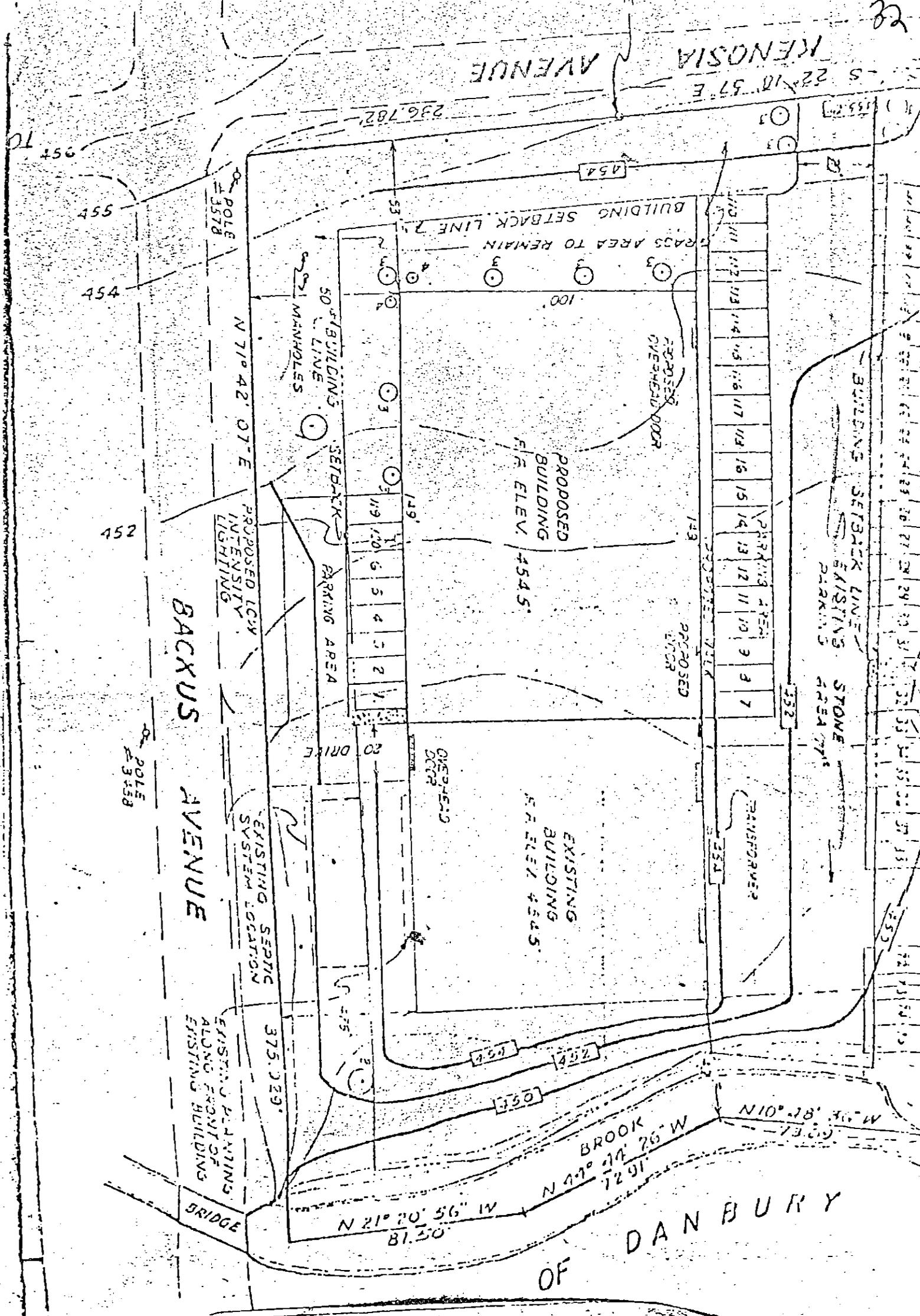
Personally appeared Arthur Erhardt individually and as President of New Fairfield Builders Inc.

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

Albert H. Hornig

COMMISSIONER OF SUPERIOR COURT,
XXXXXXXXXX

LEASE



In witness whereof, the parties hereto have hereunto set their hand and seals, and to a duplicate of the same tenor and date, this 10th day of february A. D., 19 78

DANBURY

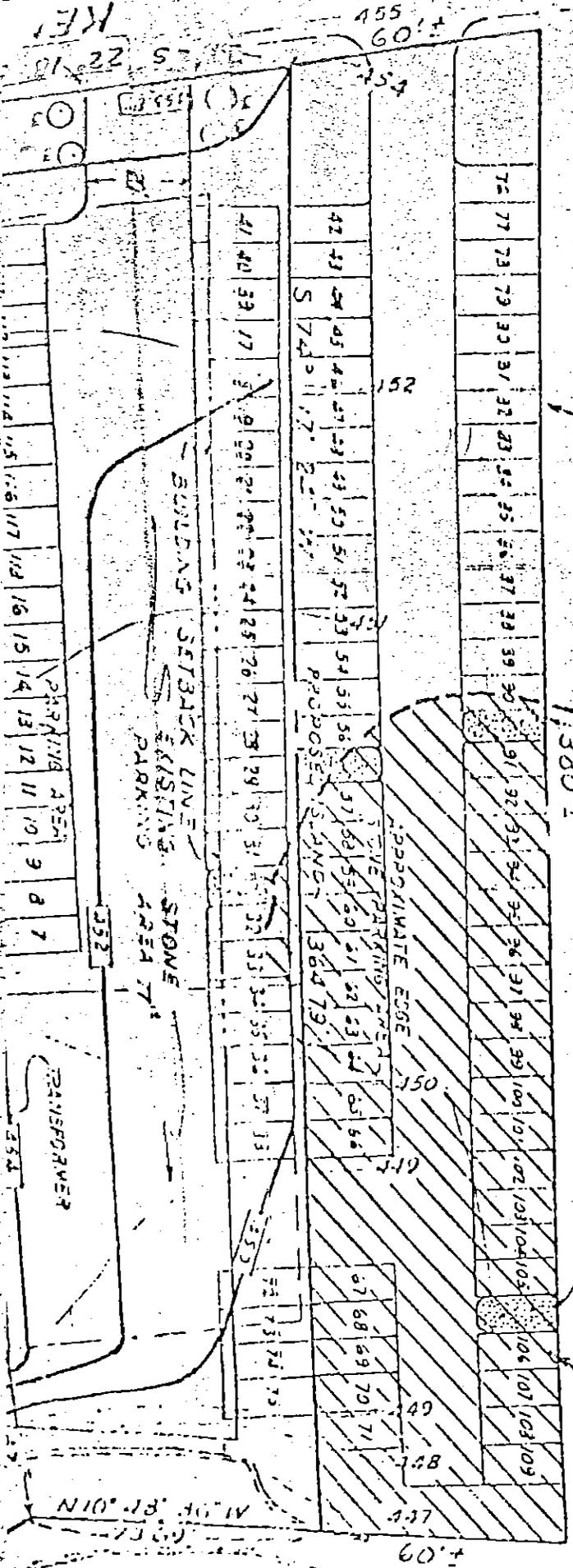
32

SHADED AREA INDICATES LIMITED OF WET LANDS AS DELINEATED ON CITY OF DANBURY E.I.C. INLAND WETLANDS MAP DATED 8-24-77

CITY OF DANBURY

PROPOSED PARKING SPACES ADDED

PROPOSED LANDSCAPED ISLAND 1380 ±



DANBURY



033

33

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

October 2, 1984

REPORT

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

Re: Lease with New Fairfield Builders, Inc.

The Common Council committee appointed to consider the petition of New Fairfield Builders Inc. to assign their current lease for City property in the vicinity of the Airport met on September 25, 1984 at 6:30 P.M. in room 432 at City Hall. Present were committee members A. Cassano, T. Skoff and N. Zotos. Also present were Paul Estefan, Airport Administrator, William Sullivan, Attorney for New Fairfield Builders and Robert Basher, shareholder in New Fairfield Builders Inc.

The existing lease was reviewed and the following points established:

1. The lease is for 10 years and expires in February of 1988.
2. The rental on the land is \$2100 per year at the present time, seventh year and will escalate to \$2250 per year for the ninth and tenth year of the lease.
3. The land is approximately one-half acre.
4. Written permission is required of the City before the lease can be assigned.
5. The land must be used for parking only.

The question of Rodenstock's financial responsibility was considered. Facts presented by Attorney Sullivan indicated to the committee that Rodenstock should have no trouble assuming the financial responsibility for the remainder of the lease.

The question of this lease and its relation to existing airport leases was discussed. Mr. Estefan pointed out that this lease does not involve an F.B.O. and therefore direct comparisons cannot be made. However, he estimated that the lease rental is higher than is being paid by the F.B.O's for a half acre of land.

Attorney Sullivan also pointed out that Rodenstock has already bought the New Fairfield Builders buildings and the sale is not contingent on the assignment of the lease.

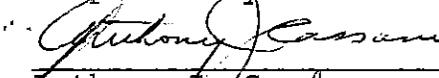
Mr. Estefan requested that the land be cleaned up by New Fairfield Builders, which is using it for certain storage. Mr. Basher agreed to have this done.

Mr. Zotos moved to recommend that the Common Council approve the petition to assign the lease to Rodenstock (R.O.W. Properties Inc.) and that the proper assignment agreements be prepared. Mrs. Skoff seconded the motion and there was unanimous approval.

The committee requested that financial statements of Rodenstock be supplied to the City Comptroller's office for review and kept on file.

Mr. Estefan requested that copies of the existing lease and the assignment agreements be sent to him to be kept in airport files.

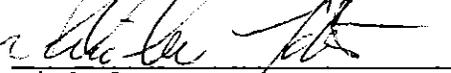
Respectfully submitted



Anthony J. Cassano Chairman



Thora Skoff



Nicholas Zotos



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

October 2, 1984

REPORT

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

Re: Request for Dry Hydrants - King Street.

The Common Council committee appointed to review the request from the King Street Volunteer Fire Company, for the installation of Dry Hydrants for area Fire Protection at the East Lake Water Supply, met at City Hall on September 25, 1984 at 7:00 P.M. Committee members present were John Esposito, Donald Sollose, Joseph DaSilva, Thora Skoff, Ernest Boynton, Joseph Chianese. Also present were City Engineer J. Schweitzer, Superintendent of Public Utilities, W. Buckley; Assistant Chief of the Danbury Fire Department John Murphy, and R. Dupuis, E. Hanna, W. Levy, J. Otto of the King Street Fire Department.

After considerable research and an on-site inspection, the committee and all City Departments concerned, agreed that the proposal was a good one and would increase the Fire Protection for the East Lake Area.

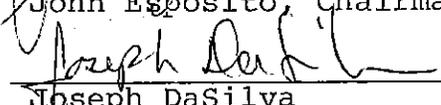
Mr. Schweitzer stated that the concept is engineeringly feasible and should be considered while the Lake is at its present level.

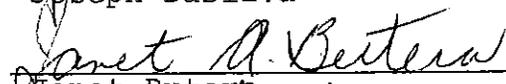
Mr. DaSilva suggested that since this project comes under the jurisdiction of the Fire Department, they discuss the matter with the Finance Officer and the Mayor as to the possibility of doing the work and recouping the money at a time when funds are available for Council appropriation.

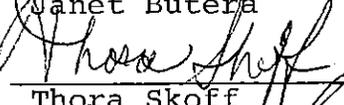
Mr. Boynton moved to recommend the Fire Department in cooperation with the King Street Volunteers install to a maximum of \$4,000 a dry hydrant at East Lake. This would be subject to availability of the funds after discussion with the Finance Department, seconded by Councilwoman T. Skoff.

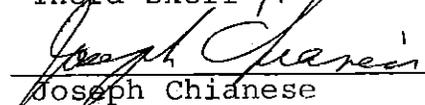
Respectfully submitted


John Esposito, Chairman


Joseph DaSilva


Janet Butera


Thora Skoff


Joseph Chianese


Ernest Boynton


Donald Sollose



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CITY OF DANBURY

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Mr. DaSilva suggested that since this project comes under the jurisdiction of the Fire Department, they discuss the matter with the Finance Officer and the Mayor as to the possibility of doing the work and recouping the money at a time when funds are available for Council appropriation.

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Respectfully submitted

John Esposito, Chairman

Joseph DaSilva

Janet Butera

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