

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.

19 Present 2 Absent

NOTICES FROM MAYOR DYER

CONSENT CALENDAR

The Consent Calendar was

MINUTES ✓ Minutes of Common Council Meeting held on July 2, 1985.

The Minutes were

01 ✓  
CLAIMS ✓ Albert Penn - Joseph Bianchini - Heather Rogalski - Martin Klein -

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

02 ✓  
RESOLUTION - Application for Grant Funds for Danbury Library

The Resolution was

03 ✓  
RESOLUTION - Application for a Grant to provide for a sexual disease prevention program.

The Resolution was

04 ✓  
RESOLUTION - Grant Application re: Septage Receiving Station.

The Resolution was

05 ✓  
RESOLUTION - Payments-in-lieu of taxes re: City Housing Authority

The Resolution was

COMMON COUNCIL MEETING AGENDA

August 6, 1985 - Page - 2

06 ✓

RESOLUTION - Abatement of taxes for Beaver St. Apartments, Inc.

The Resolution was

07 ✓

MEMORANDUM - Job Training Partnership Act.

OF

AGREEMENT

The Agreement was

08 ✓

COMMUNICATION - Public Act Re: Additional Tax exemptions for eligible legally blind persons.

The Communication was

09 ✓

COMMUNICATION - Request for acceptance of funds from Perkin Elmer "Good Neighbor" fund for "Interweave", the Danbury Adult Day Care Center.

The Communication was

010 ✓

COMMUNICATION - Request for 3-way stop signs at the intersection of Great Plain Road and Hayestown Road.

The Communication was

011 ✓

COMMUNICATION - Request to use City property abutting King Street School.

The Communication was

012 ✓

COMMUNICATION - Request for sewer & water to 52 Main St. re: Future construction of a nursing home.

The Communication was

013 ✓

COMMUNICATION - Request of Conn. Limousine Service Inc. for extension of water main at the junction of Old Ridgebury Road and ~~Navy Brook Road~~. *Mill Plain Rd.*

The Communication was

014 ✓

COMMUNICATION - Request of Sutt & Roberts Association for extension of sewer and water - 22 Main Street.

The Communication was

015 ✓

COMMUNICATION - Request for an ad hoc committee re: problems on Hayestown Road.

The Communication was

016 ✓

COMMUNICATION - Request to remove fallen chapel in Starrs Plain Cemetery.

The Communication was

017 ✓

COMMUNICATION - Request for guard rail on Middle River Road.

The Communication was

018 ✓

COMMUNICATION - Request for committee to review Bonding Procedures.

The Communication was

019 ✓

COMMUNICATION - Request to accept Pilgram Road.

The Communication was

020 ✓

COMMUNICATION - Re:  
Removal of a retaining wall on Golden Hill.

The Communication was

021 ✓

COMMUNICATION - Intersection of Fleetwood Drive & Shelter Rock Road.

The Communication was

022 ✓

COMMUNICATION - Request for catchbasin on Chambers Road.

The Communication was

023 ✓

COMMUNICATION - Request of Karthene Gallagher for acceptance of the re-constructed section of East Starrs Plain Road.

The Communication was

024 ✓

COMMUNICATION - Application for deferral of Property Tax Assessment Increases.

The Communication was

025 ✓

CONTRACT - Redevelopment Agency <sup>Res.</sup> Contract for the sale of land on Chestnut Street.

The Contract was

026 ✓

COMMUNICATION - Request from Norman and Dorothy Carvalho for first option to purchase contiguous property remaining after road construction on Balmforth Avenue.

The Communication was

027 ✓

COMMUNICATION - Request to amend Budget for Commission on Aging.

The Communication was

028 ✓

COMMUNICATION - Request for additional funds for employee service benefits.

&

CERTIFICATION The Communication was

029 ✓

COMMUNICATION - Request for funds - from CACD.

&

CERTIFICATION The Communication was

030 ✓

COMMUNICATION - Request for funds for Airport Improvements.

The Communication was

031 ✓

COMMUNICATION - Request from Joseph Bertalovitz to be paid for vacation time not taken.

The Communication was

032 ✓

COMMUNICATION - Request for funds for services rendered to the Danbury Police Department by John H. Gagnon Ph.D.

The Communication was

033 ✓

COMMUNICATION - Problem of falling rocks from a stone wall constructed on Benham Street off Golden Hill Road.

The Communication was

034 ✓

COMMUNICATION - Appointment of Police Officers.

The Communication was

035 ✓

COMMUNICATION - Request from Fire Chief C. J. Monzillo for an Ordinance Re: pollution or contamination.

The Communication was

036 ✓

COMMUNICATION - Proposed Real Estate Contract for the sale of C. D. Parks Co. property.

The Communication was

037 ✓

DEPARTMENT REPORTS

Fire Chief	Building Department
Health Inspector	Blood Pressure Program
Housing Inspector	Airport Administrator
Environmental & Occupational Health Services	
Municipal Agent for the Elderly	

The Reports were

AD HOC COMMITTEE REPORTS

038 ✓

REPORT

- Denial of funds for students to attend summer sessions at Wesleyan University.

The Report was

039 ✓

REPORT & CERTIFICATION

- Request for funds for Safe-Rides Inc.

The Report was

040 ✓

REPORT

- Request for sewer & water for Liberty St. & other locations.

The Report was

041 ✓

REPORT

- Road Improvement Program: Hayestown Ave., Walnut St. and Rowan St. Ext.

The Communication was

042 ✓

REPORT

- Recycling Center

The Report was

043 ✓

REPORT

- Paving Problems on Garry Knolls

The Report was

044 ✓

REPORT

- Request to purchase City property on Driftway Road.

The Report was

045 ✓

REPORT

- Drainage problem on South Avenue

The Report was

COMMON COUNCIL MEETING AGENDA

AUGUST 6, 1985 - Page - 6

046 ✓

REPORT &  
RESOLUTION

- Neighborhood Assistance Act.

The Report was

047 ✓

REPORT &  
RESOLUTION

Compensation for Council Members

The Report was

048 ✓

REPORT &  
ORDINANCE

- Applications for permission to extend sewer or water.

The Report was accepted and Ordinance deferred for Public Hearing

049 X

REPORT

- Request to acquire land abutting Segar 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.



RECEIVED

AUG 5 1985

OFFICE OF CITY CLERK

Joseph J Bianchini

16 Richter Dr

DANBURY CT 06810

Aug 1<sup>st</sup> 1985

CITY Clerk

CITY of DANBURY

DANBURY CT,

DEAR SIR,

Several weeks ago we notified you that we expected the city of Danbury to reimburse me for a broken windshield as a result of a stray ball from Richter Golf course. Your insurance co. LIBERTY mutual denied payment. Please be advised that we intend to sue. Your insurance company has been so advised. Claim No is P186-16790-01.

Sincerely  
Joseph J Bianchini

RECEIVED

JUL 2 1985

OFFICE OF CITY CLERK

Joseph Bianchini  
16 Richter Dr  
DANBURY CT

06810

CITY CLERK  
155 Deerhill Ave  
DANBURY, CT 06810  
DEAR SIR,

While returning home last week I was driving on Middle River Road at approximately 2:30 pm when a golf ball struck my windshield and put a large crack and spider web smash in it. I was fortunate it did not strike me thru the side window which was open. We have a safety hazard here which should be corrected. In the meantime I have enclosed an estimate for a new windshield. I was told to forward it to you by the Club house for payment. I would expect that this be settled quickly since the windshield is so bad that it makes driving unsafe. Kindly advise me as to when & how to receive payment.

Sincerely  
Joseph Bianchini  
203-743-0542

Office of City Clerk  
City Hall  
155 Deer Hill Ave.  
Danbury, CT 06810

✓

**RECEIVED**  
**JUL 22 1985**  
**OFFICE OF CITY CLERK**

July 18, 1985

Heather A. Rogalski  
24 Saddle Rock Rd.  
Danbury, CT 06811  
797-0247

Dear Sirs:

On my way home from work on Monday, July 8, 1985, I ran over a rock near 41 Aunt Hack Rd., Danbury, ruining two tires, two wheels, two hubcaps, and my front end alignment. I believe the City of Danbury was negligent in leaving this unmarked hazard in the road, and should pay for the above damage.

Enclosed are copies of bills for the parts listed above and for an alignment. The total is \$262.39.

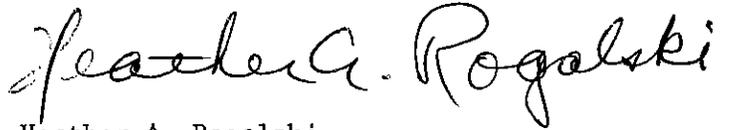
The large rock I struck is imbedded in the road at a point where it narrows slightly. As a truck came down the other side of the road, I moved slightly to the right. Both wheels on the right side of my car hit the rock and were bent beyond repair. The front tire was cut and the back tire developed a weak spot, making it unsafe. Both hubcaps were bent so that they would not snap back on the rims.

Mr. Lester Miller, of 41 Aunt Hack Rd., witnessed the accident. He pointed out that since the road narrows, it is not even necessary to move to the right to hit that rock. He said he knew of at least three other people who had had similar accidents in the same spot. Mr. Miller said he would be happy to answer any questions you may have.

On July 9, I notified the Highway Department of the hazard. A reflector has since been placed there. The shock felt when two tires blow out could cause a driver to lose control of his or her car, possibly striking one of the children who play in that area. I was lucky. I hope the City realizes this and removes the obstacle as soon as possible.

Please let me know if you need any further information. Also, please notify me of the date and time of the August meeting of the Claims Board.

Thank you,

A handwritten signature in cursive script that reads "Heather A. Rogalski". The signature is written in black ink and is positioned above the printed name.

Heather A. Rogalski

enc.

# AXELROD TIRE of DANBURY, INC.

233 WHITE STREET  
DANBURY, CT 06810

(203)743-7648

MON - FRI 8:00 - 5:30  
SAT 8:00 - 3:00

ESTIMATE

YEAR AND MAKE	ODOMETER READING
MODEL	13637
RETAIN PART FOR MY INSPECTION <input type="checkbox"/>	DISCARD PARTS <input type="checkbox"/>

Linings/Pads \$	Master Cylinder \$
RF <input type="checkbox"/>	Inner Bearing \$
RR <input type="checkbox"/>	Outer Bearing \$
LF <input type="checkbox"/>	Rear \$
LR <input type="checkbox"/>	Wheel Cylinders/Calipers \$
RF <input type="checkbox"/>	Seals (Grease) \$
RR <input type="checkbox"/>	Brake Hose \$
LF <input type="checkbox"/>	Drums/Rotors \$
LR <input type="checkbox"/>	Return Springs \$
Control Arm Bushings \$	Alignment \$
Ball Joints \$	Center Link \$
Idle Arm \$	Strut Rod Bushings \$
Tie Rod Ends \$	Stabilizer Links \$

TIRES \$
BATTERY \$
LUBRICATION \$
WHEEL BALANCE \$
SHOCKS OR STRUTS \$

WAIVER OF ADVANCE ESTIMATE  
I VOLUNTARILY REQUEST THAT REPAIRS BE PERFORMED ON MY VEHICLE WITHOUT AN ADVANCE ESTIMATE OF THEIR COST. BY SIGNING THIS FORM, I AUTHORIZE REASONABLE AND NECESSARY COST TO REMEDY THE PROBLEMS COMPLAINED OF UP TO A MAXIMUM OF \$\_\_\_\_\_ AT THE REPAIR SHOP MAY NOT EXCEED THIS AMOUNT WITHOUT MY WRITTEN OR ORAL CONSENT.

SIGNED \_\_\_\_\_

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

AUTHORIZED BY: *David Rogalski* PROMISED  
COMPLETED BY:

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

X

MR. ROGALSKI	MODEL	B4 CELEBRITY
24 SADDLE ROCK RD	MLG/LIC#	MLG 00000 LIC
DANBURY CT 06810	PHONE	PH 203-797-0247

VOICE No. 2639 PAGE 1 of 1  
LOC 08 CS ME  
ORDER # 143702  
2:41 P.M.

NO.	INVOICE DATE	TERMS	CUSTOMER NO.	SHIP VIA	SALESMAN
07/13/85	CASH		000000		AXELROD

QTY	PRODUCT NO.	DESCRIPTION	UNIT PRICE	EXTENSION
2.0	BALL	COMPUTERIZED HIGH SPEED SPIN BALANCE	5.000	5.00
2.0	20020	AMERI-WAY "XT" P185-80R13 S/R NW TBLS UNITS= 2.0 WEIGHT= 20.71	41.450	41.45

THANK YOU FOR YOUR BUSINESS  
AXELROD TIRE OF DANBURY

AMOUNT	DISC.	MT. DISC.	TOTAL F.E.T.	PARTS	LABOR	SALES TAX	MO. FINANCE RATE	ANNUAL FINANCE RATE	INVOICE TOTAL
49.45					5.00	3.11			49.56



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

DANBURY PUBLIC LIBRARY  
170 MAIN STREET

(203) 797-4505

July 21, 1985

Mrs. Elizabeth Crudginton  
City Hall  
Danbury, CT 06810

Dear Mrs. Crudginton:

A resolution regarding a library grant for older readers has been prepared by Attorney Gottschalk. I am hopeful that this resolution can be presented for the Mayor's and the Council's approval at the next Common Council meeting.

The purpose of this LSCA grant is to provide library materials and services for older readers, and the Danbury Library will use the funds specifically for these purposes.

Sincerely,

Natasha Goodman

Community Services Librarian



## RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

August 6, 1985 A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Federal Government has made grant funds available under the Library Services and Construction Act through the State of Connecticut Department of Network Services to promote the availability of library services; and

WHEREAS, the Danbury Public Library has determined that the use of grant funds to expand and improve upon the Older Citizens' Reader Services offered by the Danbury Public Library is appropriate; and

WHEREAS, acceptance of said grant funds in the amount of \$1,400 to be used to purchase materials for use in geography seminar services for senior citizens is in the best interests of the City of Danbury;

NOW, THEREFORE, BE IT RESOLVED THAT Mayor James E. Dyer be and hereby is authorized to make application for said grant on behalf of the City of Danbury and to do any additional acts necessary to accomplish the purposes hereof.

3



## RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

August 6, \_\_\_\_\_ A. D., 19 85

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Connecticut Department of Health Services makes funds available in accordance with Sections 4-8 and 19a-5 of the Connecticut General Statutes; and

WHEREAS, the City of Danbury, Inc. through the Danbury Health and Housing Department has provided and intends to continue to provide a Sexual Disease Prevention Program at the Danbury Hospital for the purpose of reducing the incidence and prevalence of sexually transmitted diseases; and

WHEREAS, a grant award of up to \$7,750 with no local match has been processed by the Danbury Health and Housing Department; and

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

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

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



# CITY OF DANBURY

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

WATER AND SEWER DEPARTMENTS  
797-4539

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

July 19, 1985

TO: Mr. Dan Garamella, Director of Public Works  
FROM: Mr. <sup>Bill</sup> Buckley, Supt. of Public Utilities  
RE: GRANT APPLICATION SEPTAGE RECEIVING STATION

Attached for your information and review and for forwarding to Mayor Dyer for Common Council approval is a proposed resolution to be adopted by the Council allowing Mayor James E. Dyer to apply to the Commissioner of the Department of Environmental Protection for a State Grant to construct the proposed facility. Also available from the State, once the Common Council approval is given, is monies for planning and designing the facility. This is available in the form of an advance in the amount of 7% of the entire estimated project. I have drafted this letter also for Mayor Dyer's signature once the Council approval is given.

I would appreciate it greatly if you would forward these documents to the Mayor and Clerk so that they could be included on the August agenda for the Common Council.

WJB:bds  
Enclosures

PROPOSED RESOLUTION

Be it resolved that; James E. Dyer, Mayor of Danbury is hereby authorized to execute and file applications and agreements on behalf of the City of Danbury with the Commissioner of Environmental Protection for State grants pursuant to the provisions of Section 22a - 439 of the General Statutes of Connecticut, as amended, and to execute on behalf of the City of Danbury all the applications, instruments and documents and accept payments and do all other things that may be necessary for State grants for improvements to pretreatment facilities at sewage plant to handle regional septage.

Date of Minutes of meeting certified by Town Clerk with Town seal.

PROPOSED PLANNING REQUEST



**CITY OF DANBURY**

**DANBURY, CONNECTICUT 06810**

**JAMES E. DYER, MAYOR**

**WATER AND SEWER DEPARTMENTS**  
797-4539

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

July 19, 1985

Mr. Simon Mobarak  
Connecticut Department of Environmental Protection  
Water Compliance Unit  
122 Washington Street  
Hartford, CT. 06106

RE: IMPROVEMENTS TO PRETREATMENT FACILITIES AT SEWAGE PLANT  
TO HANDLE REGIONAL SEPTAGE

Dear Mr. Mobarak:

The City of Danbury requests a planning advance for the above project in the amount of \$35,505.

Very truly yours,

James E. Dyer, Mayor  
City of Danbury



# CITY OF DANBURY

155 DEER HILL AVENUE  
DANBURY, CONNECTICUT 06810

OFFICE OF THE TAX COLLECTOR  
(203) 797-4541

JAMES E. DYER, MAYOR

Catherine A. Skurat, CCMC  
TAX COLLECTOR

July 23, 1985

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

Dear Mayor Dyer & Common Council Members:

Please see that the attached Resolution, which has been prepared by Mr. Rick Gottschalk is approved as soon as possible.

When the Resolution has been approved, please return it to the Tax Collector so that I can mail it along to the proper authorities, so that the City of Danbury will receive the \$31,500.00 State Grant Reimbursement.

Thank you in advance for your prompt attention to this matter. If you have any further questions, please let me know.

Sincerely,

Catherine A. Skurat  
Tax Collector

cc: Mr. Rick Gottschalk



## RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

August 6, 1985 A. D., 19

RESOLVED by the Common Council of the City of Danbury:

Be it resolved that; James E. Dyer, Mayor of Danbury is hereby authorized to execute and file applications and agreements on behalf of the City of Danbury with the Commissioner of Environmental Protection for State grants pursuant to the provisions of Section 22a - 439 of the General Statutes of Connecticut, as amended, and to execute on behalf of the City of Danbury all the applications, instruments and documents and accept payments and do all other things that may be necessary for State grants for improvements to pretreatment facilities at sewage plant to handle regional septage.

5

*rec'd  
7/14/85  
ad*

TO: Municipalities With State Financed Moderate Rental Housing Projects  
 FROM: *David W. Deakin*  
 David W. Deakin, Deputy Commissioner  
 DATE: July 9, 1985  
 SUBJECT: Payment-In-Lieu-Of Taxes, (PILOT) Grant Program - Fiscal Year 1986

Enclosed is the PILOT application package to be submitted jointly by the Municipality and the Housing Authority under the provisions of Section 8-216(b), Connecticut General Statutes.

The following actions are required to prepare the application:

1. Adopt Municipal resolution (DOH Guide Form L-307). Submit three certified copies with original signatures and seals.
2. Adopt Housing Authority resolutions (DOH Guide Form L-308). Submit three certified copies with original signatures and seals.
3. Provide a statement from the assessor listing the assessed valuation (land, building, and other) for each state financed Moderate Rental Project in the Municipality.
4. Provide a statement from the Housing Authority which specifies the use of retained funds. Retained funds must be used for social and supplementary services to tenants; for operating costs or reserves; or to maintain or improve the quality of the property.

Retained funds are defined as Net Rental Income, less total utility costs, multiplied by the percentage specified in the cooperation agreement. Net Rental Income and total utility costs are found in Part II, page 3 of the Management Plan.

5. Complete the PILOT application, DOH Form L-306. Insure that line 11 includes the correct information from the cooperation agreement and the estimate of retained funds.

Please ensure that resolutions are adopted before the application is signed and dated.



## RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

August 6, 1985 A. D., 19

RESOLVED by the Common Council of the City of Danbury:

### RESOLUTION CONCERNING STATE PAYMENT-IN-LIEU-OF-TAXES

WHEREAS, pursuant to Chapters 128, 129, 130 and 133 of the Connecticut General Statutes, the Commissioner of Housing is authorized to extend financial assistance to local housing authorities, municipalities and non-profit corporations; and

WHEREAS, it is desirable and in the public interest that the City of Danbury make application to the State for financial assistance under Section 8-216(b) of the Connecticut General Statutes in order to undertake a program of Payment-in-Lieu-of-Taxes and to execute an Assistance Agreement therefor;

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

1. That it is cognizant of the conditions and prerequisites for State Assistance imposed by Chapters 128, 129, 130 and 133 of the Connecticut General Statutes;
2. That the filing of an application by the City of Danbury in an amount not to exceed \$210,334.96 is hereby approved and that the Mayor of the City of Danbury is hereby authorized and directed to execute and file such application with the Commissioner of Housing, to provide such additional information, to execute such other documents as may be required by the Commissioner, to execute an Assistance Agreement with the State of Connecticut for State financial assistance if such an Agreement is offered, to execute any amendments, recisions and revisions thereto, and to act as the authorized representative of the City of Danbury.
3. That in consideration of said Assistance Agreement, applicant does hereby waive any payments-in-lieu-of-taxes by the Housing Authority to the municipality under the provisions of Section 8-71 of the Connecticut General Statutes.



## RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

August 6, 1985 A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, it is desirable and in the public interest that the City of Danbury abate taxes under Section 8-215, Connecticut General Statutes, as amended, on the property owned by Beaver Street Apartments, Inc. located at Beaver Street and Rose Street, in Danbury, known as Beaver Street Apartments; and

WHEREAS, the City of Danbury has approved abatement of up to 100% of the real property taxes on the subject property by resolution of the Common Council of the City of Danbury, adopted on October 3, 1973, and has executed a Tax Abatement Contract with Beaver Street Apartments (9-25-73) and a Tax Abatement Assistance Agreement with the State of Connecticut on September 30, 1973; and

WHEREAS, it has been determined that the amount of taxes to be abated on the subject property is \$31,500 for the Grand List of October 1, 1984;

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

1. That the real property taxes abated on the subject property are \$31,500 for the Grand List of October 1, 1984;
2. That the Tax Collector of the City of Danbury is hereby directed and empowered to list the total amount of the said lawful abatement into the Rate Book and other records and files, together with the name of the owner against whom such tax, so abated, was levied and the reason for such abatement, and the Tax Collector is further directed to record these facts in his Annual Report, in accordance with the provisions of Section 12-167 of the Connecticut General Statutes, as amended;
3. That the Tax Collector of the City of Danbury is also directed to immediately file a certified statement as evidence of said abatement with the Commissioner of the Department of Housing;
4. That the Tax Collector of the City of Danbury is also directed to refund all tax payments received from Beaver Street Apartments, Inc., or its representatives, in connection herewith, to the extent that said funds are reimbursable by the State of Connecticut through its Department of Housing.



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

Emanuel A. Merullo  
Director of Personnel

JAMES E. DYER, MAYOR

PERSONNEL DEPARTMENT  
(203) 797-4598

TO: Connie McManus  
FROM: Manny Merullo *EM*  
RE: Job Training Partnership Act  
DATE: July 26, 1985

---

I have requested that the "Memo of Agreement" extending Danbury's participation in the J.T.P.A. be placed on the Council agenda for August.

The Mayor and Ric Gottschalk have also reviewed the agreement.

There is an urgency to get these documents signed to ensure continued funding. I'm hoping, therefore, that the item will be placed on the consent calendar, assuring its approval as soon as possible.



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

Emanuel A. Merullo  
Director of Personnel

JAMES E. DYER, MAYOR

PERSONNEL DEPARTMENT  
(203) 797-4598

TO: Mary Rickert  
FROM: Manny Merullo *EM*  
RE: Council Agenda  
DATE: July 26, 1985

---

Please place this "Memo of Agreement" on the August agenda of the Common Council.

The Mayor has reviewed it.

JOB TRAINING PARTNERSHIP ACT

DANBURY/TORRINGTON SDA (Service Delivery Area)

MEMORANDUM OF AGREEMENT

PURPOSE:

To formally define the understanding among the chief elected officials of the municipalities herein identified which comprise a Service Delivery Area designated by the Governor of the State of Connecticut in accordance with the Job Training Partnership Act of 1982.

SERVICE DELIVERY AREA MUNICIPALITIES

DANBURY

- Bethel
- Bridgewater
- Brookfield
- Danbury
- Kent
- New Fairfield
- New Milford
- Newtown
- Redding
- Ridgefield
- Roxbury
- Sherman
- Warren
- Washington

TORRINGTON

- Barkhamsted
- Canaan
- Colebrook
- Cornwall
- Goshen
- Hartland
- Harwinton
- Litchfield
- Morris
- New Hartford
- Norfolk
- North Canaan
- Salisbury
- Sharon
- Torrington
- Winchester

DURATION

This Agreement is in effect from June 30, 1985 until June 30, 1987.

TERMS AND CONDITIONS

1. There shall be six (6) individuals selected by the chief elected officials of all units of general local government within this Service Delivery Area for the purpose of developing and signing an agreement or agreements with the Private Industry Council.

The following named individuals:

- |   |                                     |
|---|-------------------------------------|
| Mayor Michael J. Conway, Torrington       | Selectman Mary Ann Guitar, Redding  |
| Mayor James Dyer, Danbury                 | Selectman Charlotte Reid, Salisbury |
| Selectman Clifford C. Chapin, New Milford | Selectman Henry Pozetta, Canaan     |

be designated as the appropriate chief elected officials or authorized representatives for this SDA for the above purpose.

2. A Private Industry Council shall be established in this SDA by the named chief elected officials of the units of general local government with experience in administering job training programs:

TERMS AND CONDITIONS (continued)

Mayor Michael J. Conway, Torrington  
Mayor James Dyer, Danbury  
First Selectman Clifford C. Chapin, New Milford

This council shall be established in accordance with the provisions of this agreement.

PROVISIONS

1. Recommendations and nominations for membership on the Private Industry Council shall be solicited in writing from the following:
  - (a) General purpose business organizations, including chambers of commerce and other such associations, shall nominate at least 150 percent of the number of business and industry representatives to be appointed to the council.
  - (b) Local education agencies, vocational education institutions, institutions of higher education, private and proprietary schools within the SDA shall nominate the educational representatives of the council.
  - (c) State and local organizations or building trade councils shall recommend labor representatives for the council.
  - (d) Other interested organizations such as community based organizations, economic development agencies, and rehabilitation agencies shall recommend the remaining members of the council.

2. There shall be twenty-two (22) members appointed to the council and these members shall adequately reflect and represent the entire geographic area of the SDA. Whenever possible representatives shall be from all labor market areas within the SDA.

Individuals selected from the private sector shall reasonably represent the overall composition of the business community of the SDA including representation from small and minority businesses. One half of the private sector members shall be from these later categories whenever possible.

Members from the private sector shall constitute a majority of this council.

3. The Council shall be comprised of the following members from the representative categories:

CATEGORY	NUMBER OF REPRESENTATIVES
Private Sector	12
Educational Agencies	2
Organized Labor	2
Rehabilitation Agencies	2
Community Based Organizations	1
Economic Development Agencies	2
Public Employment Service	1

4. Appointments to the council shall be made by the chief elected officials in writing.

These appointments shall be for a term beginning from the time they are approved by the Governor until June 30, 1987. In the event that the Service Delivery Area is redesignated by the Governor, all council appointments shall cease immediately.

SIGNATORY SHEET

We, the undersigned chief elected officials of this Service Delivery Area, do hereby agree to the terms and provisions of this Agreement.

_____	Town of Barkhamsted _____
(Name and Title)	(Date)
_____	Town of Canaan _____
_____	Town of Colebrook _____
_____	Town of Cornwall _____
_____	Town of Goshen _____
_____	Town of Hartland _____
_____	Town of Harwinton _____
_____	Town of Litchfield _____
_____	Town of Morris _____
_____	Town of New Hartford _____
_____	Town of Norfolk _____
_____	Town of No. Canaan _____
_____	Town of Salisbury _____
_____	Town of Sharon _____
_____	Town of Torrington _____
_____	Town of Winchester _____

SIGNATORY SHEET

We, the undersigned chief elected officials of this Service Delivery Area do hereby understand and agree to the terms and provisions of this Agreement.

DANBURY LABOR MARKET AREA

_____	Town of Bethel _____
(Name & Title)	(Date)
_____	Town of Bridgewater _____
_____	Town of Brookfield _____
_____	City of Danbury _____
_____	Town of Kent _____
_____	Town of New Fairfield _____
_____	Town of New Milford _____
_____	Town of Newtown _____
_____	Town of Redding _____
_____	Town of Ridgefield _____
_____	Town of Roxbury _____
_____	Town of Sherman _____
_____	Town of Warren _____
_____	Town of Washington _____



# STATE OF CONNECTICUT

DEPARTMENT OF HUMAN RESOURCES

BOARD OF EDUCATION AND SERVICES FOR THE BLIND

July 1, 1985

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

Dear Mayor Dyer:

Your assistance would be most sincerely appreciated concerning a new benefit available for eligible legally blind persons.

Enclosed is a copy of public Act No. 85-165, "An Act Enabling Municipalities to Allow an Additional Amount of Exemption from Property Tax for Persons Who are Blind."

Section 12-81 (17) of the Connecticut General Statutes presently allows for a tax exemption on "property to the amount of three thousand dollars belonging to, or held in trust for, any blind person, resident of this state; or, lacking said amount of property in his own name, so much property belonging to, or held in trust for his spouse, who is domiciled with him..."

P.A. No. 85-165 will allow an additional \$2000 exemption for those legally blind persons who meet the financial need standards; this additional exemption is subject to adoption by the legislative body of each municipality.

The Agency Board and I feel that this additional exemption can be very helpful to eligible blind persons, particularly those who are older and living on limited or fixed incomes.

Your assistance in bringing this matter before your local legislative body with our recommendation for its adoption would be most sincerely appreciated.

Please do not hesitate to phone me at 1-800-842-4510 if you have any questions.

Thank you for your consideration of this matter.

Sincerely,

William E. Patton  
Executive Director

Enclosure

cc: Board Members  
OBCAC

Phone: 203 249-8525

170 Ridge Road, Wethersfield, Connecticut 06109-9986

An Equal Opportunity Employer

Senate Bill No. 10

PUBLIC ACT NO. 85-165

AN ACT ENABLING MUNICIPALITIES TO ALLOW AN ADDITIONAL AMOUNT OF EXEMPTION FROM PROPERTY TAX FOR PERSONS WHO ARE BLIND.

Be it enacted by the Senate and House of Representatives in General Assembly convened:

Section 1. (NEW) (a) Any municipality, upon approval by its legislative body, may provide that any person entitled to the exemption from property tax applicable to the assessed value of property up to the amount of three thousand dollars, as provided under subdivision (17) of section 12-81 of the general statutes, shall be entitled to an additional exemption from such tax in an amount up to two thousand dollars of such assessed value, provided the total of such person's adjusted gross income as determined for purposes of the federal income tax plus any other income of such person not included in such adjusted gross income, individually if unmarried, or jointly if married, in the calendar year ending immediately preceding the assessment date with respect to which such additional exemption is allowed, is not more than fourteen thousand dollars if such person is married or not more than twelve thousand dollars if such person is not married.

(b) Any person submitting a claim for the additional exemption as provided under subsection (a) of this section shall be required to file an application, on a form prepared for such purpose by the assessor, not later than the date of the assessment list with respect to which such additional exemption is claimed. Each such application shall include a copy of such person's federal income tax return, or in the event a return is not filed, such evidence related to income as may be required by the assessor for the tax year of such person ending immediately prior to the approval of a claim for such additional exemption.

Senate Bill No. 10

Sec. 2. This act shall take effect from its passage and shall be applicable to the assessment year in any municipality commencing October 1, 1985 and each assessment year thereafter.

Certified as correct by

\_\_\_\_\_  
Legislative Commissioner.

\_\_\_\_\_  
Clerk of the Senate.

\_\_\_\_\_  
Clerk of the House.

Approved May 13, 1985



**CITY OF DANBURY**  
**DANBURY, CONNECTICUT 06810**  
**JAMES E. DYER, MAYOR**

**Commission on Aging**  
**Municipal Agent**  
80 Main Street

(203) 797-4686  
(203) 797-4687

July 28, 1985

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

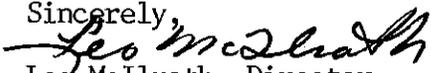
Dear Members of the Common Council,

The Danbury Commission on Aging has been granted a gift of \$1500 from the "Good Neighbor Fund" sponsored by the employees of Perkin-Elmer.

The commission requests that the Danbury Common Council accept this gift on behalf of the City of Danbury and that the Commission on Aging's budget be amended to include the following additions to specific line items:

069500	Equipment	\$750
040100	Office Supplies	\$750

The gift has been made in the name of "Interweave"-the Danbury Adult Day Care Center, located at 198 Main Street and will be used for that program.

Sincerely,  
  
Leo McIlrath, Director  
Danbury Adult Day Care Center  
Danbury Senior Center

July 26, 1985

Common Council  
Danbury, Ct.  
Attention: Connie McManus

Dear Common Council,

As I look around Danbury as I am driving, I am astounded at all of the new development in the area. After so many years thousands of dollars have been spent on a new and progressive Danbury. With the influx of development comes an increase of people and especially cars!

Great Plain road in Danbury has always been a busy road due to the lake community and because it is a main bus route, both city and school. We have tried for years to get a 3-way-stop at the corner of Great Plain and Hayestown Road, but to no avail. Why??? I can not for the life of me understand what is so tough or expensive about putting a 3-way-stop at such a dangerous intersection. I have lived on this corner for twelve years and I have seen so many serious accidents that I can't count them. Last week we had two accidents within a few days. After a bus accident several years ago I thought for sure we would get our 3-way-stop. The neighbors drew up a petition and that was denied. We have had our fences wiped out more than once, one neighbor had a car run into her garage door, another had her front porch wiped out and a car almost in her living room. She lost three fences last summer and had to replace them at her expense. We lay in bed at night, listening to screeching tires and we wait for the dréded crash. Any weekend, any time of the day, you can see and hear near-misses. At 11:30 at night it is like a race track. The average speed on the road is 35-45, and many going 60, and the actual speed limit is 25. Great Plain is a very winding road but you can go from one end to the other without stopping and so it is a great drag strip!

We have one boy next door that is legally blind and we did get a sign put up. We thought it would slow traffic down but so far it hasn't. We have four kids who have paper routes on the

road and we are frightened to death that one of them is going to be hurt.

Why is it always after a terrible tragedy that something is done? We are afraid to wait-

When school is in session, it is the bus drivers who abuse the speed limit. They just fly down the street with a bus full of kids. St. Gregory's would also benefit from a 3-way-stop because the school is right on that corner.

I was told by Connie McManus that after my letter is read by the Common Council that they will send someone out to study our request. I only ask that you review it carefully. This 3-way-stop is long over-due! Please listen to the neighborhood who is requesting this. Who better to decide what is best for the neighborhood, than the neighbors who live there. Would they go to all of this trouble if this were not a dangerous situation? With all the money that is being spent on redevelopment-why can't we have 2 more stop signs that could possible save lives? The cost would be minimal.

I apologize for the length of this letter but I felt it was very important to present you with all the facts. I would especially like to thank Connie for listening to me and for considering this an important issue to put before the Common Council. This time I hope your answer will be yes!!

Sincerely,

*Joyce T. Morrison*

Joyce Morrison  
116 Great Plain Road  
Danbury, Ct. 06811

4

Blythin Johnstone  
PTO President  
King Street School  
95 South King Street  
Danbury, Ct. 06811

July 29, 1985

Mr. Michael Seri  
Town Clerk  
City of Danbury  
155 Deer Hill Ave.  
Danbury, Ct. 06810

Dear Mr. Seri,

I ask to be placed on the adjenda of the next Common Council Meeting, Tuesday evening, August 30th.

The reason for this request is to ask the council's permission to use a portion of city property that abuts King Street Schools for the purpose of a nature trail, fitness trail, outdoor school environment, and neighborhood picnic area.

Thank you.

Respectfully,

*Blythin Johnstone*

Blythin Johnstone

telephone 792-0250

✓ 12

**BLISS & MAZZUGGO**  
ATTORNEYS AT LAW

**T. STEVENS BLISS**

PRACTICING IN:  
CIVIL LITIGATION  
CRIMINAL LITIGATION  
ADMINISTRATIVE LAW  
ALSO MEMBER OF D. C. BAR

**WARD J. MAZZUGGO**

PRACTICING IN:  
CORPORATE AND BUSINESS LAW  
CIVIL LITIGATION  
REAL ESTATE  
ALSO MEMBER OF FLORIDA BAR

57 NORTH STREET SUITE 416  
DANBURY, CONNECTICUT 06810  
(203) 794-9144

SHARON WICKS DORNFELD  
STEPHEN THOMAS ROBERTS

July 26, 1985

Danbury Common Council  
155 Deer Hill Avenue  
Danbury, CT 06810

RE: CONNECTICUT HEALTH CARE ASSOCIATES  
Property at 52 Main Street, Danbury

Honorable Council Members:

I represent Connecticut Health Care Associates of Danbury, Inc., with respect to their plans to construct a nursing home with **congregate** housing at 52 Main Street in Danbury. In response to a recommendation by the City Engineer, we are respectfully requesting your approval to extend municipal sewer and water lines to the site.

Thank you for your cooperation.

Very truly yours,

BLISS & MAZZUGGO

  
Ward J. Mazzucco

WJM:sm

cc: Scott Ziegler  
David Griffin, Esquire  
Harvey Boutwell  
Terry Meyers, P.E.  
Greg Ames  
John B. Nocera, Jr.

13

**CONSTRUCTION ENGINEERING ASSOCIATES, INC.**

114 CHESTNUT HILL ROAD, KILLINGWORTH, CONNECTICUT 06417

203-683-2414

July 25, 1985

City of Danbury  
Common Council  
City Clerk's Office  
City Hall  
155 Deer Hill Avenue  
Danbury, Conn. 06810

Att: Chairman

Re: Water Main Extension  
109-113 Mill Plain Road  
Danbury, Connecticut

Gentlemen:

We hereby request permission to extend existing water main at the junction of Old Ridgeberry Road and Mill Plain Road in a westerly direction along Mill Plain Road to service the proposed Connecticut Limousine Service, Inc. passenger terminal at 109 Mill Plain Road and the existing restaurant and truck stop at 113 Mill Plain Road.

Should you have any questions, please don't hesitate to call.

Very truly yours,

CONSTRUCTION ENGINEERING  
ASSOCIATES, INC.

*David W. Gross* P.E.

David W. Gross, P. E.

DWG:bwb

cc: Mr. Edward C. Kuryluk, President  
Connecticut Limousine Service, Inc.  
230 Old Gate Lane  
Milford, Connecticut 06460

✓ 14

Sutt & Roberts · Associates

16 July 1985

City Clerk  
City of Danbury  
155 Deer Hill Avenue  
Danbury, Ct. 06810

Dear Common Council;

Please accept this as a formal request for the extention of sewer and water to our proposed development at 22 Main Street. At the writing of this request we have had our public hearing and are within the review process with the city engineer and the department of public utilities.

Please advise us of the date of your public review.

Sincerely,



Frank Roberts

cc:Mr. Bobby Paine Atty

FHR/me  
8502SEWR



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

August 6, 1985

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

I respectfully request an ad hoc committee be appointed to look into and hopefully resolve the problems created by Barclay Commons Inc. on Hayestown Road. Not only have two businesses on Hayestown Road been hurt financially but because of the blasting, foundations are cracked and at least one fireplace has been cracked. I would also like this committee to look into whether or not some of our Departments acted in a responsible manner. Thank you.

  
\_\_\_\_\_  
Councilman Bernard Gallo

*Mary R -*  
*OK for*  
*Agenda*  
*[Signature]*

July 29, 1985

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

Dear Mayor:

In recent months, I have received inquiries and complaints regarding the condition of a chapel located within the Starrs Plain Cemetary on Starrs Plain Road.

Upon investigation, the Tax Assessor has informed me that there is no indication of ownership of this parcel on record other than the name "Starrs Plain Cemetary."

Subsequently, I contacted Assistant Corporation Counsel Eric Gottschalk. He cited Section 19a-308 of the Connecticut General Statutes that provides municipalities with the right to maintain cemeteries that have been "abandoned."

In order to arrive at a cost estimate to remove the debris caused by the collapse of this building, I contacted Public Works Director Dan Garamella. He informed me the cost would be \$1,200.00 to remove the fallen chapel. This cost is based on a \$400.00 fee per load (estimate of three loads) for disposal of demolition materials into the landfill in Newtown. A Public Works crew could provide the labor.

This situation presents an eyesore to this historic cemetary proper and the neighborhood in general as well as a hazardous condition for curious children at play.

I respectfully request your support by placing this item on the August agenda with referral to the Public Works Committee for consideration.

In advance, I thank you for your cooperation and assistance in rectifying this matter.

Very truly yours,

*[Signature]*

Gene F. Eriquez  
Member, Common Council

July 29, 1985

Mrs. Connie McManus  
President, Common Council  
City of Danbury  
155 Deer Hill Avenue  
Danbury, CT 06810

Dear Mrs. McManus:

At the suggestion of Ms. Doran, I am writing to you requesting that the city erect a traffic guard rail at my property located at 42 Middle River Road.

During the past four years, there has been not less than eight automobile accidents at my property due in part to the improper banking of the road at the south end of the West Lake Reservoir. To date, fortunately, there has not been a loss of life. However, the most recent incident occurring on July , 1985 at approximately 1:30 A.M. resulted in the wrecked automobile stopping less than six feet from my home.

The correct course of action would be to correct the banking of the road, but until this is done, I believe the guard rail would be an interim measure of protection for my family.

If you require any additional information, I can be reached at my office during the day (972-1471) or at my home in the evenings (792-1155). A personal meeting can be arranged at a mutually convenient time.

May I hear from you soon?

Sincerely,

*Godfrey C. Misus*  
Godfrey C. Misus B.A.M.

cc: Mary Ann Dorn  
Special Asst. to the Mayor



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

August 6, 1985

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

Over the past several years it has been quite evident that the bonding procedures for the construction of new roads is inadequate in many instances. I would like the Common Council to look into this matter to see if a more effective method is possible.

In order to do this, I respectfully request the referral of this concern to the Public Works Committee.

Respectfully submitted

Councilman Joseph DaSilva

mr

19 ✓

Warren Levy

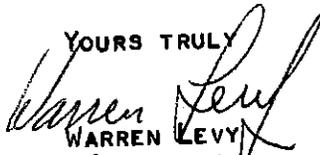
Danbury, CT 06810  
JULY 29, 1985

CITY OF DANBURY COMMON COUNCIL  
Ms. McMANUS  
DEER HILL AVE.  
DANBURY, CONN. 06810

MEMBERS OF THE COMMON COUNCIL CITY OF DANBURY,

AT THIS TIME AS A FUTURE RESIDENT OF PILGRAM ROAD I  
AM REQUESTING THAT THE ABOVE ROAD BE ACCEPTED AS A CITY  
STREET.

YOURS TRULY



WARREN LEVY  
36 BIRCH ROAD  
DANBURY, CONN. 06810

20 ✓

To: Common Council of the City of Danbury  
From: Landmark at Golden Hill Homeowner's Association, Inc.  
Date: July 3, 1985

Re: Public Works Committee report which recommends removal of part of retaining wall.

The residents of Landmark Condominiums respectfully request that the Common Council consider reversing its decision to remove this section of the retaining wall which extends on to city property. We regard this wall as not only pleasing in appearance but necessary to the structural integrity of our entrance driveway.

Because of the steepness of the adjacent slope, it seems obvious that a retaining wall is needed. Any further grading would make it almost impossible to preserve the large trees on the property next door and would mean the loss of many evergreens planted on our own grounds. We are proud of the landscaping done here, and we feel that Landmark Condominiums will become an attractive addition to our neighborhood.

The Gabion construction of the wall is perhaps new to this area, but some of us are familiar with its use in Europe. It is used there on precipitious mountain slopes and seems to cope with the rigors of weather much better than the normal types of retaining walls. We enclose a brochure which explains this a bit more fully.

Together with the petition signed by those already in residence, we are sending some pictures of the area in question. We would be pleased to welcome any Council members who wish to personally inspect the site.

Thank you for your consideration of this matter.

Gail W. Burnham                      Stuart Oram                      Thomas Salierno  
The Executive Board of the Homeowner's Association

To Mrs Constance McManus, Ms. Beverly B. Johnson and other members of the Common Council to the City of Danbury:

The undersigned owners of the units at Landmark at Golden Hill Condominium and the owners of stock in the corporation which built the condominium hereby petition the Common Council of the City of Danbury to reverse its decision and to allow the approximately twelve feet of gabion wall to remain in the City's right of way being a portion of the right of way of Golden Hill Road.

This petition is made because:

1. The wall creates a safe and attractive entryway to the condominium.
2. The wall is the best way of preventing soil erosion.
3. Removing the wall might endanger the handsome large tree on adjacent property.
4. The wall in no way interferes with the present or prospective use of Golden Hill Road.
5. Removal of the wall may result in water run off causing an unsafe condition at the entry to the driveway.
6. The wall is entirely in conformity with the duly adopted ordinances of the City of Danbury.

*Robert Camp* \_\_\_\_\_ *Philip Lober* \_\_\_\_\_  
*Douglas Edwards* \_\_\_\_\_ *PA Robinson* \_\_\_\_\_  
*James J. Blay* \_\_\_\_\_ \_\_\_\_\_  
*Robert J. Blay* \_\_\_\_\_ \_\_\_\_\_  
*John F. Foley* \_\_\_\_\_ \_\_\_\_\_  
*Marion Jean Foley* \_\_\_\_\_ \_\_\_\_\_  
*Betsy Gutzig* \_\_\_\_\_ \_\_\_\_\_  
*Ann Doctaw* \_\_\_\_\_ \_\_\_\_\_  
*Thomas J. Salund* \_\_\_\_\_ \_\_\_\_\_  
*W. Burnham* \_\_\_\_\_ \_\_\_\_\_  
*Carl W. Burnham* \_\_\_\_\_ \_\_\_\_\_  
*En Aram* \_\_\_\_\_ \_\_\_\_\_



21

✓

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



DEPARTMENT OF POLICE  
120 MAIN STREET

JAMES E. DYER, MAYOR

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

July 25, 1985

MEMO

To: Mayor James E. Dyer  
From: Chief Nelson F. Macedo  
Subject: INTERSECTION OF FLEETWOOD DRIVE & SHELTER ROCK ROAD

This department has completed a survey of the above intersection.

Our Maintenance Division is in the process of posting signs at the intersection, due to the fact that construction has progressed beyond that location.

Attached please find a diagram for flashing overhead lights at the intersection.

The City of Danbury could also install flashing signs, instead of the flashing overhead light, but the road would have to be excavated and conduit put in.

The cost factor for both plans would be the same, approximately \$8,000.

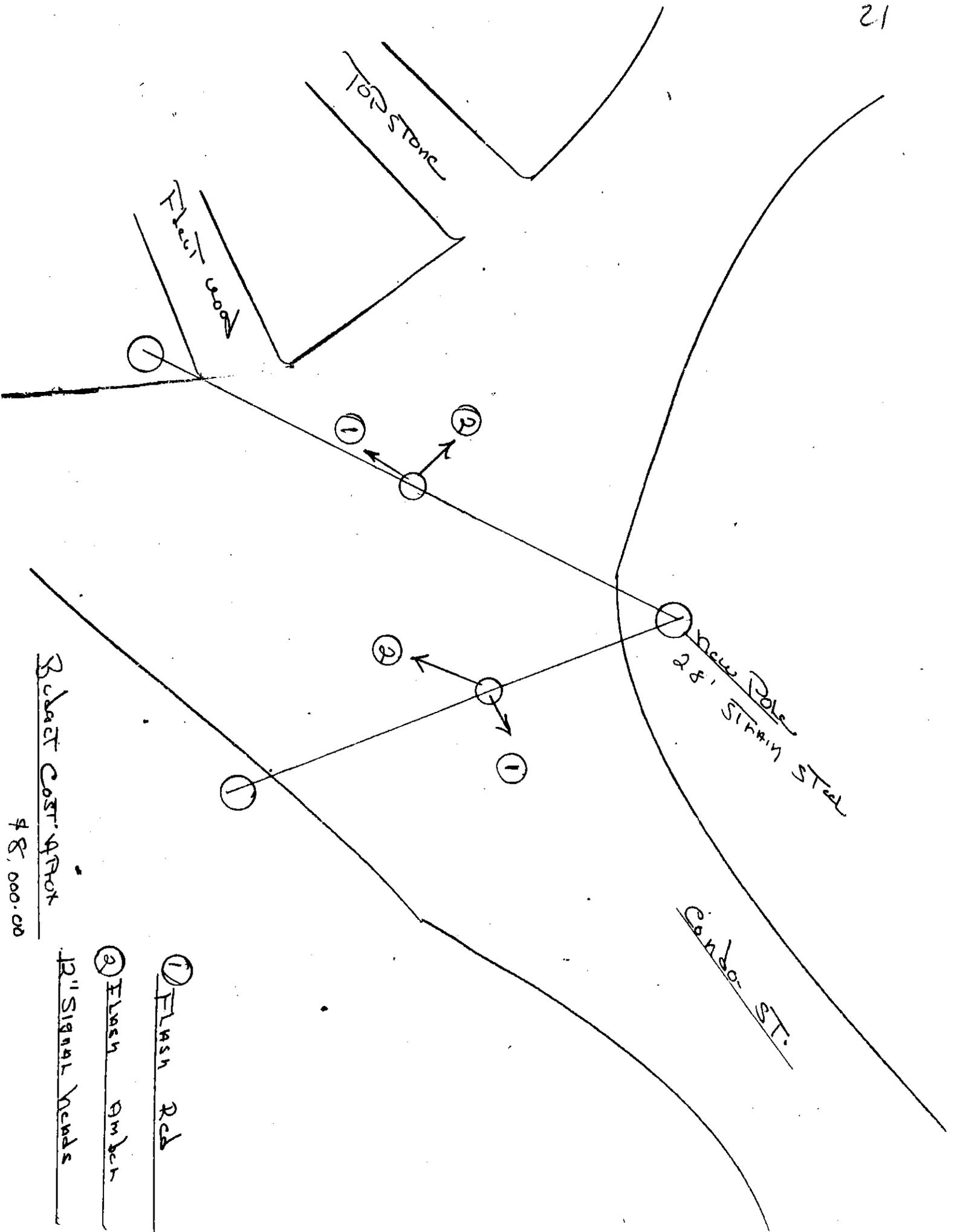
It is my recommendation that the flashing overhead light be installed.

  
Nelson F. Macedo  
Chief of Police

NFM:ks

cc: Councilman DaSilva

Attach.



Exact Cost Approx

\$8,000.00

① Flash Rd

② Flash Amber

③ 12" Signal Heads

August 2, 1985

37 Fleetwood Drive  
Danbury, Connecticut 06810

Ms. Connie Mc Manus  
11 East Gate Road  
Danbury, Connecticut 06810

Dear Ms. Mc Manus:

I assume that you have received correspondence from Mayor Dyer and Chief of Police Macedo regarding the intersection of Fleetwood Drive and Shelter Rock Road. The necessity of this project is obvious.

Neighborhood support for this project remains strong. I would appreciate any effort that you could make to facilitate funding for this project, as the start of the school year is quickly approaching.

Yours truly,

*Lynn Staff*

Lynn Staff

cc: Councilman Esposito  
City Clerk's Office  
155 Deer Hill Avenue  
Danbury, Connecticut 06810

*Mary - please  
copy to Council  
Connie*

*21*



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

DEPARTMENT  
OF FINANCE

August 6, 1985

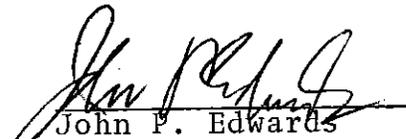
TO: Common Council via  
Mayor James E. Dyer

Certification #5

FROM: John P. Edwards

We hereby certify the availability of \$8,000.00 in the Contingency Account for an overhead light.

Previous balance of Contingency Acct.	\$895,000.00
Less pending requests	51,032.73
Less this request	8,000.00
	<u>\$835,967.27</u>

  
 John P. Edwards  
 Comptroller

JPE/af

22

M. J. Kay, Ph.D.  
70 Chambers Road  
Danbury, CT 06811

July 19, 1985

Mrs. Constance McManus  
Councilpresident  
Cityhall  
Danbury, CT 06811

Dear Mrs. McManus:

During 1984 when Chambers Road was resurfaced, the catchbasin between Chambers Road 66 and 70 was taken out by wish of a property owner, who subdivided his property and sold it. Subsequently, my property flooded twice as water comes down in torrents during heavy rains. Once this happened during late winter where I had to call the King Street Firedepartment to help me build a dam to direct the water towards the empty lot. Then it happened in early spring when heavy rains were falling. On my urging, the City put a lip onto my driveway to prevent the water from coming down, however, I feel that this is not the solution, but that the catchbasin needs to be reinstalled. Chambers Road 66 is the top of a little hill, the street has a slope from that point on to about the entrance of Chambers Road 70. The water gains great momentum and can hardly be stopped.

I appreciate your help in this matter.

Sincerely,

M. J. Kay

23 ✓  
RECEIVED

JUL 18 1985

OFFICE OF CITY CLERK

4 Sunset Ridge  
Danbury, Conn.  
06811

July 17, 1985

Re: Acceptance of re-constructed section  
of East Starrs Plain Road, Danbury, Conn.

Common Council  
City Hall  
155 Deer Hill Ave.  
Danbury, Conn. 06810

To Council Members:

I am, hereby, requesting the formal acceptance of that section  
of East Starrs Plain Road which was re-constructed as per request of  
the City of Danbury, and finished as per their specifications.

This request for acceptance also includes that section of the  
road designated as Parcel X on the sub-division map.

Map is enclosed.

Very truly yours,

*Karthene Gallagher*

Karthene Gallagher

kg/s  
enc: 1 map



# CITY OF DANBURY

155 DEER HILL AVENUE  
DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

LEONARD G. SEDNEY  
Planning Director

PLANNING DEPARTMENT  
797-4525

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

FROM: Leonard G. Sedney, Planning Director

RE: Application for Deferral of Property Tax  
Assessment Increases

DATE: July 10, 1985

---

An application has been received for deferral of property tax assessment increases for 238 White Street.

In order for a property to be eligible for this deferral the Planning Department is to review the application and make a recommendation to the Common Council based on the following considerations:

- . Whether the principal and/or accessory structures are in need of rehabilitation;
- . Whether the site features are in need of rehabilitation;
- . Whether the improvements are compatible with the Danbury Plan of Development, the Subdivision and Zoning Regulations, the State Building and Health Codes and the local housing code;
- . Whether the use for the property is permitted by the zoning regulations and appropriate to the location of the property and the uses in the immediate vicinity;
- . Whether the property is listed on the National Register of Historic Places or has been designated as historic by the Danbury Preservation Trust;

(continued)

TO: Mayor Dyer & Common Council  
FROM: L. Sedney, Planning Director  
RE: Tax Deferral - 238 White Street  
DATE: July 10, 1985

- Whether the plans for rehabilitation have been approved by a design review board.

The application as submitted meets all of the criteria necessary for approval, except that the plans for rehabilitation were not approved by the Design Review Board. The Design Review Board recommended that this application not be approved because the rehabilitation does not comply with the Secretary of Interior's Standards for Rehabilitation.

The Ordinance that was approved by Common Council states that the owner will enter into a written agreement whereby the owner of property agrees to rehabilitate the property in accordance with the Secretary of Interior's Standards. Those standards specifically recommend not installing aluminum siding over architectural features. Aluminum siding was applied to the building so that the features which distinguish the structure are now hidden. If the aluminum siding were removed to again expose the architectural features that are illustrated on the attached plans, the Secretary of Interior's Standards would be met.

Therefore, this application is being forwarded to the Common Council with a recommendation that it be approved with the previously stated condition.

Leonard G. Sedney  
Leonard G. Sedney

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

NEW MILFORD OFFICE  
46 MAIN STREET  
NEW MILFORD, CONNECTICUT 06778  
(203) 355-1181

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

COUNSEL  
THOMAS L. CHENEY

A. SEARLE PINNEY  
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THOMAS W. VAN LENTEN  
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ROBERT J. WOLFE  
JOHN M. DILLMAN  
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JEFFREY B. SIENKIEWICZ  
TED D. BACKER\*\*

JAMES H. MALONEY  
MICHAEL S. MCKENNA  
ALFRED P. FORINO

PLEASE REPLY TO: Danbury

July 15, 1985

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

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

RECEIVED  
JUL 16 1985  
OFFICE OF CITY CLERK

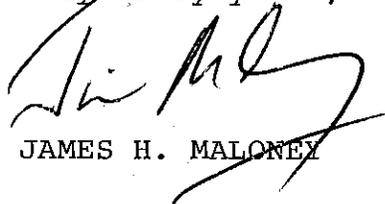
RE: Redevelopment Contract for the Sale of  
Land on Chestnut Street

Dear Betty:

Pursuant to our recent telephone conversation, enclosed herewith please find a copy of the Proposed Redevelopment Agency to Cardinale real estate Contract. This Agreement should be placed on the Common Council's next available calendar for action, as I am advised that the Planning Commission has reported favorably on this transfer.

If you have any questions or comments, or if you require any additional information, please do not hesitate to advise.

Very truly yours,

  
JAMES H. MALONEY

JHM/mg  
enclosure

cc: Mr. Keith Colgan  
Redevelopment Agency  
Executive Director

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

COUNSEL  
THOMAS L. CHENEY

PLEASE REPLY TO:

August 6, 1985

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

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

Re: Redevelopment Agency Chestnut Street Parcel

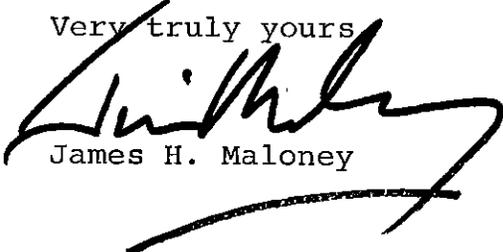
Dear Betty:

Enclosed herewith please find a revised page  
of the contract in connection with the above  
captioned matter, correcting a typographical error  
contained there in *(for Section 27)*.

Please file this corrected page with the copy of the  
contract as submitted for approval by the common council.

Thank you for your attention to this matter, if you  
have any questions or comments, please do not hesitate to  
advise.

Very truly yours

  
James H. Maloney

JHM:jj

cc: Mrs. Constance McManus

*Cardinale*  
125  
8/6/85 ✓

AGREEMENT FOR  
REDEVELOPMENT

By And Between

THE CITY OF DANBURY,

Acting By And Through

THE REDEVELOPMENT AGENCY OF THE CITY OF DANBURY,

and

GUIDO CARDINALE and GULIANA CARDINALE

AGREEMENT, made on or as of the ..... day of .....,  
19...., by and between THE CITY OF DANBURY (hereinafter called  
"City"), acting by and through THE REDEVELOPMENT AGENCY OF THE  
CITY OF DANBURY, a public body corporate (which, together with  
any successor public body or officer hereafter designated by or  
pursuant to law, is hereinafter called "Agency"), having its  
office at 142 Deer Hill Avenue, in the City of Danbury, County of  
Fairfield, and State of Connecticut, and GUIDO CARDINALE and  
GULIANA CARDINALE, of ..... having a principal place  
of business at 3 Post Office Street, in the City of Danbury,  
County of Fairfield and State of Connecticut (hereinafter called  
"Private Party").

W I T N E S S E T H :

WHEREAS, in furtherance of the objectives of, and pursuant  
to, the State and Local Urban Renewal Enabling Act, the Agency is  
carrying out an urban renewal project known as the "Midtown East  
Neighborhood Development Project" for which an Urban Renewal Plan

has been prepared by the Agency. Said Urban Renewal Plan is dated April, 1970, and has been approved by the Common Council of the City of Danbury on May 5, 1970, as amended and/or modified to date, and the Agency has offered to sell and the Private Party is willing to purchase and to redevelop and rehabilitate certain real property located in the project area (and more particularly described in Schedule A annexed hereto and made a part hereof), for and in accordance with the uses specified in the Urban Renewal Plan and the provisions of this Agreement.

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

**SEC. 1. SALE; PURCHASE PRICE.**

A. Subject to all the terms, covenants, and conditions of this Agreement, the Agency will sell the property described on said Schedule A to the Private Party for, and the Private Party will purchase the property described in said Schedule A from the Agency, and pay therefore, the amount SIXTY-THREE THOUSAND DOLLARS (\$63,000.00), hereinafter called "Purchase Price", to be paid in cash or by certified check simultaneously with the delivery of the deed conveying the property to the Private Party in the form set forth as Schedule B attached hereto and made a part hereof.

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

**SEC. 2. CONVEYANCE OF PROPERTY.**

A. Form of Deed. The Agency shall convey to the Purchaser title to the property described in Schedule A by Quit Claim Deed. The conveyance and title shall, in addition to the provisions of Sections 13 and 14 of this Agreement and all other conditions, covenants, and restrictions set forth or referred to elsewhere in this Agreement, or any Schedule thereto, be subject to:

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

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

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

4. Any taxes becoming due and payable after closing, and any assessments for sewer and water, which the Private Party assumes and agrees to pay.

5. All other conditions, covenants and/or restrictions specified elsewhere in this Agreement or any Schedule hereof.

B. Provided that all conditions precedent to closing required of the Private Party have been met, the Agency shall deliver the deed and possession of the property described in said Schedule A to the Private Party at 10:00 a.m. on \_\_\_\_\_ (the first business day following the 120th day subsequent to the action taken by the Common Council of the City of Danbury, Connecticut, duly approving the real property conveyance and transactions described herein) or on such earlier date after said

Common Council approval as the parties hereto may mutually agree in writing. Conveyance shall be made at the principal office of the Agency, and the Private Party shall accept the conveyance and pay the Purchase Price to the Agency at such time and place.

C. Apportionment of Current Taxes.

The portion of the current taxes, if any, on the property described in Schedule A constituting a lien (whether of record or inchoate or otherwise) on the date of delivery of the deed to the Private Party, allocable to buildings and other improvements which have been demolished or removed from the property by the Agency shall be borne by the Agency. The portion of current taxes, if any, allocable to the land shall be apportioned between the Agency and the Private Party as of the date of the delivery of the deed. If the amount of the current taxes on the property is not ascertainable on that date, the apportionment between the Agency and the Private Party shall be on the basis of the amount of the most recently ascertainable taxes on the property, but the apportionment shall be subject to final adjustment within thirty (30) days after the date the actual amount of current taxes is ascertained.

D. Recordation of Deed.

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

E. Title Evidence and Conveyance Tax. The Private Party shall,

in reference to the property described on said Schedule A, pay the cost of its own title insurance and the cost of its own, and the Agency's, title evidence (including specifically, but without limitation, the cost of the Agency's title search and certificate of title for said property at the rate of \$300) and shall further pay the cost of any conveyance tax that may be required in regard to the property.

**SEC. 3. INITIAL DEPOSIT; PERFORMANCE BOND; ADDITIONAL DEPOSIT; OR IRREVOCABLE LETTER OF CREDIT; AND PAYMENT BOND.**

3.A. GENERAL. The Private Party has, prior to or simultaneously with the execution of this Agreement by the Agency, delivered to the Agency a good faith deposit of cash, or a certified check payable to the order of the Agency, in the amount of SIX THOUSAND-THREE HUNDRED DOLLARS (\$6,300.00), inclusive of ONE THOUSAND DOLLARS (\$1,000.00) submitted with the Private Party's bid for the subject parcel, said total sum representing ten (10%) percent of the purchase price of the Property described on Schedule A hereof, said 10% sum hereinafter referred to as the "Initial Deposit". The Initial Deposit shall be credited to the Private Party as a partial payment of the Purchase Price for the Property described on Schedule A upon the transfer of the title thereto to the Private Party or shall be retained by the Agency as liquidated damages, as the case may be, in accordance with this Agreement.

In addition, the Private Party has prior to or simultaneously with the execution of this Agreement by the Agency, delivered to the Agency, naming the Agency as beneficiary and payee thereof: (A) a performance bond in the amount of THREE HUNDRED EIGHTY SEVEN THOUSAND

DOLLARS (\$387,000.00), a sum equal to the value of the improvements to be constructed by the Private Party upon the property described in Schedule A; issued by a bonding company regularly engaged in the issuance of such undertakings and licensed to do so in the State of Connecticut, in form acceptable to the Agency said bond expiring not earlier than twenty-four (24) months from the date hereof; unless earlier released by the Agency; OR (B) an additional cash deposit (or cash equivalent acceptable to the Agency) hereinafter referred to as the "Additional Deposit" in the amount of THREE HUNDRED EIGHTY SEVEN THOUSAND DOLLARS (\$387,000.00), a sum equal to the value of the improvements to be constructed by the Redeveloper upon the property described in Schedule A; OR (C) a clean Irrevocable Commercial letter of Credit in the amount of THREE HUNDRED EIGHTY SEVEN THOUSAND DOLLARS (\$387,000.00), a sum equal to the value of the improvements to be constructed by the Redeveloper upon the property described in Schedule A. Any such Letter of Credit shall be in form acceptable to the Agency and shall authorize the Agency to draw signed draft(s) against said Letter of Credit when accompanied by a statement(s) signed by the Chairman of the Agency stating that "GUIDO CARDINALE and/or GULIANA CARDINALE have failed to comply fully with the terms of Agreement for Sale of Land for Private Redevelopment By and Between The City of Danbury, Acting by and Through The Redevelopment Agency of the City of Danbury, and GUIDO CARDINALE and GULIANA CARDINALE dated:

.....". Said Letter of Credit shall expire not earlier than twenty-four (24) months from the date hereof; unless earlier released by the Agency. The letter of Credit shall specifically provide that one or more partial drawings are permitted; and that all

drafts drawn under and in compliance with the terms of the Letter of Credit will be duly honored on delivery of the statement(s) in this Section 3 hereinabove specified. The Letter of Credit shall be issued by a commercial banking institution licensed to do business in the State of Connecticut and shall provide that such banking institution is authorized to accept as binding and correct the above specified statement(s) as issued by the Agency, without investigation or responsibility for the accuracy, veracity, correctness or validity of such statement(s) or any part thereof.

The Performance Bond, Additional Deposit or Letter of Credit as the case may be, shall serve as security for the performance of the obligations of the Redeveloper to construct the improvements on the premises described on Schedule A as provided herein. The Performance Bond, Additional Deposit, or Letter of Credit as the case may be, shall be returned to the Private Party upon issuance of the certificate of completion pursuant to Section 6, unless said Performance Bond, Additional Deposit, or Letter of Credit as the case may be, has been drawn upon or called by the Agency pursuant to the provisions of this Agreement or unless there exists any default by the Private Party.

The Initial Deposit, (and the Additional Deposit, if applicable), shall be deposited in an account of the Agency in a bank or trust company selected by it.

In addition, the Private Party shall deliver to the Agency at the time of the closing a payment bond, satisfactory to the Agency, executed by a surety company authorized to do such business in the State of Connecticut, or otherwise secured in a manner satisfactory to

the Agency, for the protection of all persons supplying labor and material in connection with the construction of the Improvements, including the Private Party's general contractor or contractors, and subcontractors. The bond shall be in the amount equal to one hundred (100%) per cent of the value of the Improvements.

3.B. INTEREST. The Agency shall be under no obligation to pay or earn interest on the Initial Deposit (and the Additional Deposit, if applicable), but if interest is payable thereon such interest when received by the Agency shall be paid to the Private Party upon written request.

3.C. APPLICATION TO PURCHASE PRICE. In the event the Private Party is not otherwise entitled to return of the Initial Deposit pursuant to the terms hereof, the amount of the Initial Deposit shall be applied on account of the Purchase Price at the time payment of the Purchase Price is made.

3.D. RETENTION BY AGENCY. Upon termination of the Agreement as provided in Sections 13.B hereof, the Initial Deposit if not theretofore returned to the Private Party pursuant to the provisions of this Contract, including all interest payable on such deposit after such termination, shall be retained by the Agency as provided in Sections 13.B. hereof.

#### SECTION 4. PLANS AND SPECIFICATIONS.

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

2. (a) It is specifically understood and agreed that the plans

and specifications described in and/or attached to said Schedule C represent only the scope of the work to be undertaken, and are not complete in every detail. Accordingly, not later than sixty (60) days from the date hereof, the Private Party shall submit to the Agency a complete, fully detailed set of draft architectural, site, and construction plans, material samples, and specifications, said plans, materials and specifications to be not inconsistent with Schedule C specifications and plans, for all improvements or alterations to be made on the property described in Schedule A. Within ten (10) days of its receipt of said draft plans, materials, and specifications, the Agency shall advise the Private Party, in writing, of its approval of said plans, materials, and/or specifications, or shall advise the Private Party in writing of its disapproval of said plans, materials and/or specifications, noting specifically the reasons for such disapproval, which reasons shall be limited to correction of any inconsistencies between the draft plans, materials and/or specifications, and the Schedule C plans and specifications. If the Private Party is notified of any such disapproval, it shall have within ten (10) days to submit revised draft plans, materials and/or specifications, to the Agency for its review; whereupon within ten (10) days thereafter the Agency shall advise the Private Party, in writing, of the Agency's approval or disapproval of said revised draft plans, materials and/or specifications. Any further disapproval of said draft plans, materials and/or specifications shall be made only upon the same grounds that could have been made if said revised draft plans, materials and/or specifications were the plans, materials and/or specifications originally submitted to the Agency for its

review (i.e. inconsistency with the Schedule C plans and specifications). The foregoing cycle of ten (10) day periods for (a) submission, and (b) review and notification, shall continue until the revised draft plans, materials and/or specifications are fully approved by the Agency, whereupon they shall be deemed the "Final Plans" referred to elsewhere in this Agreement.

(b) The foregoing provisions of Section 4.2.(a) notwithstanding, it is agreed and understood that all (1) preliminary design drawings, including elevations, showing materials, signs and lighting; (2) plans showing each level; (3) cross sections; and (4) outline specifications, are to be submitted to the Agency for review, any required changes and approval before working plans or drawings and specifications for bidding are developed.

(c) It is further agreed and understood that all working plans or drawings, material samples and specifications are to be submitted to the Agency for review and approval in conformance with the above provisions and best urban center design practice, before the Private Party undertakes to order or contract for materials, supplies, or construction of or for the Improvements described on Schedule C.

3. The foregoing provisions of Sections 4.1. - 4.2.(c), inclusive notwithstanding, the plans and specifications with respect to the redevelopment of the Property and the construction of Improvements thereon shall be in conformity with the Urban Renewal Plan, this Agreement, and all applicable Federal, State and local laws and regulations. All work with respect to the Improvements to be constructed or provided by the Private Party on the Property shall be in conformity with the "Final Plans" as approved by the Agency. The

term "Improvements", as used in this Agreement, unless the context requires otherwise, shall be deemed to have reference to the Improvements as provided and specified in the "Final Plans" as so approved.

4. Changes In Final Plans. If the Private Party desires to make any change in the Final Plans after their approval by the Agency, the Redeveloper shall submit the proposed change to the Agency for its approval.

5. Evidence Of Equity Capital And Mortgage Financing. As promptly as possible after approval by the Agency of the Final Plans, and, in any event, within not less than sixty (60) days thereof, the Private Party shall submit to the Agency evidence satisfactory to the Agency that the Redeveloper has the equity capital and commitments for mortgage financing necessary for the construction of the Improvements.

6. Approvals of Final Plans and Evidence of Financing as Conditions Precedent to Conveyance. The submission of final plans and their approval by the Agency, and the submission of evidence of commitments for mortgage financing, both as provided in this Agreement, are conditions precedent to the obligation of the Agency to convey the Property to the Private Party.

(NOTE: PARAGRAPH 4.2. IS TO BE OMITTED IF THE "FINAL PLANS" ARE AVAILABLE AT THE TIME THE AGREEMENT IS TO BE SIGNED.)

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

A. The construction or rehabilitation of the improvements referred to in Section 4 shall be commenced within one-hundred and twenty (120) days and shall be completed within twelve (12) months after that date.

B. The Private Party agrees for itself, its successors, heirs and assigns, and every successor in interest to the property described in Schedule A, or any part thereof, (and the deed to said property shall contain covenants on the part of the Private Party for itself, and its successors, heirs and assigns), that the Private Party, and its successors, heirs and assigns, shall, subject to the terms and conditions hereof, promptly begin and diligently complete the redevelopment or rehabilitation of the Schedule A property through the construction or rehabilitation of the Improvements thereon, and that the construction or rehabilitation shall in any event be begun and completed within the period specified in Section 5.A., above. It is intended and agreed, and the deed for the property described in Schedule A shall so expressly provide, that these agreements and covenants shall survive the closing of title and be covenants running with the land, binding for the benefit of the community and the Agency, and enforceable by the Agency against the Private Party and its successors and assigns to or of the property or any part thereof or any interest therein. Except, however, that it is further provided that any and all restrictions, created by this Agreement or the Deed, referenced herein, concerning the use of, or the improvements upon, the land described in Schedule A, shall expire and be of no further force and effect, except for restrictions created by Section 7 (b) hereof, as of and on January 1, 2005.

5.C. Right to Monitor Construction. The Agency shall have the right at all times during the term of this Agreement, whether before or after the conveyance of the property described in Schedule A to the Private Party, to monitor and inspect the Private Party's compliance

with the provisions hereof, including specifically, without limitation, Private Party's (or Private Party's servants', agents' or employees') compliance with the "Final Plans". In addition, until construction of all of the Improvements has been completed, the Private Party shall make reports, in such detail and at such times as may reasonably be requested by the Agency, (including copies of all permits, licenses or approvals issued to the Private Party) as to the actual progress of the Private Party with respect to such construction. Any substantial construction variance from said "Final Plans" shall be deemed a breach of this Agreement, and the agency may resort to its remedies under this Agreement for the cure thereof, including a full or partial draw against the Performance Bond, the Additional Deposit, or the Letter of Credit as provided in Section 3 hereof.

#### SEC. 6. CERTIFICATE OF COMPLETION.

Promptly after completion of the construction or rehabilitation of the improvements in accordance with this Agreement, including the improvements to be made upon the property described in Schedule A, and the Private Party's written notification to the Agency of said completion, the Agency will furnish the Private Party with an appropriate instrument so certifying. Prior to the Agency issuing said certificate of completion, the Private Party must obtain a certificate of occupancy and a certificate of Zoning Compliance for all structures constructed or reconstructed upon the property described in Schedules A from the building inspector and from the Danbury Zoning Compliance Officer, respectively. In addition, prior to the Agency issuing said certificate of completion, the Private

Party must obtain a certificate, in affidavit form, from an engineer licensed to practice civil engineering in the State of Connecticut, that all of the improvements or rehabilitation work undertaken pursuant to this Agreement have been substantially completed in accordance with the aforesaid "Final Plans". The certification by the Agency shall be (and it shall be so provided in the deed and in the certification itself) a conclusive determination of satisfaction and termination of the covenants in this Agreement and the deed with respect to the obligations of the Private Party and its successors, heirs and assigns to construct or rehabilitate the improvements, and the dates for the beginning and completion thereof. The certification shall be in such form as will enable it to be recorded. If the Agency shall refuse or fail to provide the certification, the Agency shall, within fifteen (15) days after written request by the Private Party provide the Private Party with a written statement indicating in adequate detail how the Private Party has failed to complete the construction or rehabilitation of the improvements in conformity with the Urban Renewal Plan and/or this Agreement, or is otherwise in default, and what measures or acts it will be necessary, in the opinion of the Agency, for the Private Party to take or perform in order to obtain the certification. Whereupon, if within sixty (60) days of its receipt of such written statement, the Private Party has not taken all measures, acts, or other actions necessary to obtain said certification, the Agency may avail itself of the remedies available to it under the terms of this Agreement. It is agreed and understood that this paragraph shall not act as a bar to the Agency's earlier resort to its remedies under this Agreement and the Agency is

entitled to so proceed.

SEC. 7. RESTRICTIONS ON USE.

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

(a) devote the property only to and in accordance with the uses specified in the Urban Renewal Plan; and

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

SEC. 8. COVENANTS; BINDING UPON SUCCESSORS IN INTEREST; PERIOD OF DURATION; RIGHTS TO ENFORCE.

A. It is intended and agreed, and the deed for the property described in Schedule A shall so expressly provide, that the covenants provided in Sections 4, 5, <sup>6</sup>7, 8, 9, 10, 13, 19, 22 and 25 shall be covenants running with the land, binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by, the Agency, its successors and assigns, the City of Danbury, and any successor in interest to the property, or any part thereof, and the owner of any other land (or of any interest in such land) in the project area which is subject to the land use requirements and restrictions of the Urban Renewal Plan, and the United States in the case of the covenant provided in Section 7(b), against the Private Party, its successors and assigns, and every successor in interest to the property or any part thereof or any

interest therein, and any party in possession or occupancy of the property or any part thereof. It is further intended and agreed that all such covenants shall remain in effect until January 1, 2005 except that the covenant provided in Section 7(b) shall remain in effect without limitation as to time. The terms "uses specified in the Urban Renewal Plan" and "Land Use" referring to provisions of the Urban Renewal Plan, or similar language, in this Agreement shall include the land and all buildings, housing, and other requirements or restrictions of the Urban Renewal Plan pertaining to such land.

B. Agency and United States Rights to Enforce. In amplification, and not in limitation of, the provisions of the preceding Section 8.A., it is intended and agreed that the Agency and its successors and assigns shall be deemed beneficiaries of the agreements and covenants provided in Section 7 hereof, and the United States shall be deemed a beneficiary of the covenant provided in subdivision (b) of Section 7 hereof, both for and in their or its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreement and covenants have been provided. Such agreement and covenants shall (and the Deed shall so state) run in favor of the Agency and the United States, for the entire period during which such agreement and covenants shall be in force and effect, without regard to whether the Agency or the United States has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreement and covenants relate. The Agency shall have the right, in the event of any breach of any such agreement or covenants, and the United States shall have the

right in the event of any breach of the covenant provided in subdivision (b) of Section 7 hereof; to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

#### SEC. 9. PROHIBITION AGAINST TRANSFER OF PROPERTY.

The Private Party has not made or created, and (except as permitted by Sections 10 and 11) will not, prior to the completion of the improvements as certified by the Agency, make or suffer to be made any sale, assignment, conveyance, lease, or transfer in any other form of or with respect to this Agreement or the property described in Schedule A or any part thereof, or any interest therein, or contract or agree to do any of the same without the prior written approval of the Agency, which approval shall be granted or denied by the Agency within its sole discretion based upon its judgment of the public interest of the people of the City of Danbury, provided, however, that this Section 9 shall be of no force or effect as of and from January 1, 2005.

#### SEC. 10. LIMITATION UPON ENCUMBRANCE OF PROPERTY.

Prior to the completion of the improvements as certified by the Agency, neither the Private Party nor any successor in interest to the property shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the property described in Schedule A, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attached to the property described in Schedule A, except for the purposes only of

obtaining funds only to the extent necessary for making the improvements and such additional funds, if any, in an amount not to exceed the Cash Purchase Price paid by the Private Party to the Agency. Until issuance of the certificate of completion, the Private Party (or successor in interest) shall notify the Agency in advance of any financing, secured by mortgage or other similar lien instrument, it proposes to enter into with respect to the property described in Schedule A, and of any encumbrance or lien that has been created on or attached to the property described in Schedule A, whether by voluntary act of the Private Party or otherwise.

SEC. 11. MORTGAGEES NOT OBLIGATED TO CONSTRUCT.

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

A or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided or permitted in the Urban Renewal Plan and this Agreement.

B. Copy of Notice of Default to Mortgagee. Whenever the Agency shall deliver any notice or demand to the Private Party with respect to any breach or default by the Private Party in its obligations or covenants under the Agreement, the Agency shall at the same time forward a copy of such notice or demand to each holder of any mortgage authorized by the Agreement at the last address of such holder shown in the records of the Agency.

C. Mortgagee's Option to Cure Defaults. After notice of any breach or default referred to in Section 11.B. hereof, each such holder shall (insofar as the rights of the Agency are concerned) have the right, at its option, to cure or remedy such breach or default (or such breach or default to the extent that it relates to the part of the Property covered by its mortgage) and to add the cost thereof to the mortgage debt and the lien of its mortgage: Provided, that if the breach or default is with respect to construction of the Improvements, nothing contained in this Section or any other Section of this Agreement shall be deemed to permit or authorize such holder, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the Improvements (beyond the extent necessary to conserve or protect Improvements or construction already made) without first having expressly assumed the obligation to the Agency, by written agreement satisfactory to the Agency, to complete, in the manner provided in the Agreement, the Improvements on the Property or the part thereof to which the lien or

title of such holder relates. Any such holder who shall properly complete the Improvements relating to the Property shall be entitled, upon written request made to the Agency, to a certification of completion from the Agency to such effect in the manner provided in this Agreement, and any such certification shall, if so requested by such holder, mean and provide that any remedies or rights with respect to recapture of or reversion or reversioning of title to the Property that the Agency shall have or be entitled to because of failure of the Redeveloper or any successor in interest to the Property, or any part thereof, to cure or remedy any default with respect to the construction of the Improvements on other parts or parcels of the Property, or because of any other default in or breach of this Agreement by the Redeveloper or such successor, shall not apply to the Property.

D. Agency's Option to Buy Mortgage Debt or Purchase Property. In any case, where, subsequent to default or breach by the Private Party (or successor in interest) under this Agreement, the holder of any mortgage on the Property or part thereof (1) has, but does not exercise, the option to construct or complete the Improvements relating to the Property covered by its mortgage or to which it has obtained title, and such failure continues for a period of sixty (60) days after the holder has been notified or informed of the default or breach; or (2) undertakes construction or completion of the Improvements but does not complete such construction within the period as agreed upon by the Agency and such holder (which period shall in any event be at least as long as the period prescribed for such construction or completion in this Agreement), and such default shall

not have been cured within sixty (60) days after written demand by the Agency so to do; the Agency shall (and every mortgage instrument made prior to completion of the Improvements with respect to the Property by the Private Party, or successor in interest shall so provide) have the option of paying to the holder the amount of the mortgage debt and securing an assignment of the mortgage and the debt secured thereby; or, in the event ownership of the Property has vested in such holder by way of foreclosure or action in lieu thereof, the Agency shall be entitled, at its option, to a conveyance to it of the Property upon payment to such holder of an amount equal to the sum of: (i) the mortgage debt at the time of foreclosure or action in lieu thereof (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings); (ii) all reasonable expenses with respect to the foreclosure; (iii) the net expense, if any (exclusive of general overhead), incurred by such holder in and as a direct result of the subsequent management of the Property; (iv) the reasonable costs of any Improvements made by such holder; and (v) an amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage debt and such debt had continued in existence.

E. Agency's Option to Cure Mortgage Default. In the event of a default or breach prior to the completion of the improvements by the Private Party, or any successor in interest, in or of any of its obligations under, and to the holder of, any mortgage or other instrument creating an encumbrance or lien upon the property, the Agency may at its option cure such default or breach, in which case

the agency shall be entitled, in addition to and without limitation upon any other rights or remedies to which it shall be entitled by the Agreement, operation of law, or otherwise, to reimbursement from the Redeveloper or successor in interest of all costs and expenses incurred by the Agency in curing such default or breach and to a lien upon the Property (or the part thereof to which the mortgage, encumbrance, or lien relates) for such reimbursement; Provided, that any such lien shall be subject always to the lien of (including any lien contemplated, because of advances yet to be made, by) any then existing mortgages on the Property authorized by this Agreement.

F. Mortgage and Holder. For the purposes of this Agreement: the term "mortgage" shall include a deed of trust or other instrument creating an encumbrance or lien upon the Property as security for a loan. The term "holder" in reference to a mortgage shall include any insurer or guarantor of any obligation or condition secured by such mortgage or deed of trust, including, but not limited to, the Federal Housing Commissioner, the Administrator of Veterans Affairs, and any successor in office of either such official.

#### SEC. 12. ENFORCED DELAY IN PERFORMANCE.

Neither the Agency nor the Private Party, nor any successor in interest, shall be considered in breach, or default of, its obligations with respect to the preparation of the property described in Schedule A for redevelopment or rehabilitation, or the commencement and completion of construction or rehabilitation of the improvements, in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence. The time for the performance of the obligations shall be

extended for the period of the enforced delay as determined by the Agency, if the party seeking the extension shall request it in writing of the other party within ten days after the beginning of the enforced delay. It is agreed and understood that the Private Party shall extend the term of the Performance Bond or Letter of Credit referenced in Section 3 hereof and the due date for the return of any deposit(s) hereunder, for a period of time or times equal to any and all period of enforced delay.

### SEC. 13. REMEDIES.

(A) In General. Except as otherwise provided in this Agreement, in the event of any default in or breach of the Agreement, or any of its terms or conditions, by either party hereto, or any successor to such party, such defaulting party (or successor) shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach and, in any event, shall complete such cure or remedy within sixty (60) days after receipt of such notice. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied timely, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations, if no adequate remedy may be obtained through the exercise of the remedy available through Section 19 hereof. The foregoing shall not be construed to deny the Agency the right to resort to any of its other remedies set forth herein.

(B) Termination by Agency Prior to Conveyance. In the event that prior to the conveyance of the property described in Schedules A, the

Private Party assigns or attempts to assign this Agreement or any rights hereunder; or there is any change in the ownership or distribution of the stock of the Private Party; if applicable; or with respect to the identity of the parties in control of the Private Party or the degree thereof; if applicable; or the Private Party fails to pay the Purchase Price; and/or take title to the Schedule A property upon tender of conveyance by the Agency; then this Agreement and any rights of the Private Party in this Agreement may, at the option of the Agency, be terminated by the Agency and the sum of \$6,300.00 be retained by the Agency, as liquidated damages, from the Initial Deposit; and as the Agency's property, which Initial Deposit sum of \$6,300.00 is deemed fair and just liquidated damages upon the termination of this Agreement prior to the conveyance of the property; and neither the Private Party (or assignee or transferee) nor the Agency shall have any further rights against or liability to the other under this Agreement.

(C) Revesting Title in Agency Upon Beginning of Event Subsequent to Conveyance to Redeveloper. In the event that subsequent to the conveyance of the property described in Schedule A or any part thereof to the Private Party; and prior to completion of construction or rehabilitation of the improvements as certified by the Agency:

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

default is with respect to the date for completion of construction or rehabilitation of the improvements) after written demand by the Agency so to do; or

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

(iii) there is, in violation of this Agreement, any transfer of the property described in Schedule A, or any part thereof, or any change in the ownership or distribution of stock of the Private Party, if applicable, or with respect to the identity of the parties in control of the Private Party or the degree thereof, if applicable, and such violation shall not be cured within sixty (60) days after written demand by the Agency to the Private Party;

then the Agency shall have the right to reenter and take possession of the property described in Schedule A and to terminate (and revert in the Agency) the estate conveyed by the deed to the Private Party, it being the intent of this provision, together with other provisions of this Agreement, that the conveyance of the property described in Schedule A to the Private Party shall be made upon, and that the deed shall contain, a condition subsequent to the effect that in the event of any default, failure, violation, or other action or inaction by the Private Party specified in subdivision (i), (ii) and (iii) of this Section 13(c), failure on the part of the Private Party to remedy, end, or abrogate such default, failure, violation, or other action or

inaction within the period and in the manner stated in such subdivisions; the Agency, at its option, may declare a termination in favor of the Agency of the title, and of all the rights and interests in and to the property conveyed by the deed to the Private Party, and that such title and all rights and interest of the Private Party, and any assigns or successors in interest to and in the property, shall revert to the Agency; provided, that such condition subsequent and any reversion of title as a result thereof in the Agency shall always be subject to, and limited by, and shall not defeat, render invalid or limit in any way (a) the lien of any mortgage authorized by this Agreement, and (b) any right or interest provided in this Agreement for the protection of the holder of such mortgage. In addition to the right of reentry and reversion of title provided for in the preceding sentence, upon the occurrence of a default, failure or violation by the Private Party as specified in said sentence, the Agency shall also have the right to retain the proceeds and value of the Purchase Bond, the Letter of Credit, or the Additional Deposits as liquidated damages.

In regard to which liquidated damages, it is specifically agreed and understood that the monetary damages arising from the Private Party's breach of this Agreement after conveyance of the Property to the Private Party are not readily ascertainable or subject to full determination; accordingly, therefore, said Performance Bond, or Additional Deposit, or Letter of Credit, and/or the value drawn thereon, may be retained by the Agency as liquidated damages as aforesaid, which retention up to the full amount of said Performance Bond, Additional Deposit or Letter of Credit is a fair and reasonable

recompense for the entire breach of this Agreement after conveyance of the Property to the Redeveloper and, accordingly, does not to the extent retained constitute a penalty.

(d) Other Rights and Remedies of Agency. No Waiver by Delay.

The Agency shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Section 13, including also the right to execute and record or file among the public land records in the office in which the deed is recorded, a written declaration of the termination of all the right, title, and interest of the Private Party, and (subject to such mortgage liens and leasehold interests as provided in this Section 13 hereof) its successors in interest and assigns, in the property described in Schedule A, and the reversion of title thereto in the Agency; provided, that any delay by the Agency in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Section 13 shall not operate as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the Agency should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Section because of concepts of waiver, laches, or otherwise to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved), nor shall any waiver in fact made by the Agency with respect to any specific default by the Private Party under this Section be considered or treated as a waiver of the rights of the Agency with respect to any other defaults by the Private Party under this Section or with respect to the particular default except to the

extent specifically waived in writing.

(e) ~~Partial and/or Complete Drawings or~~ <sup>CALL</sup> ~~Against the Performance~~ Security. Following proper notice of breach and the expiration of the allowable time to cure, as established by the terms of this Agreement, the Agency may, at its option, utilize all or part of the proceeds and/or value of the Performance Bond, the Letter of Credit, or the Additional Deposit, as the case may be, to pay for any and all work necessary to effect such a cure, and the Agency, and its employees and agents, for said purposes may enter and re-enter upon the premises described in Schedule A; the Agency may have resort to the remedy provided in this subsection (e) as often as necessary to fulfill the purposes and objects of this Agreement.

(f) All of the Agency's remedies, whether provided by law or by this Agreement, shall be deemed cumulative, and may be exercised singly or consecutively, or in any order, at the Agency's sole option; and the exercise by the Agency of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the Private Party. No waiver made by the Agency with respect to the performance, or manner or time thereof, or any other obligation of the Redeveloper shall be considered a waiver of any rights of the Agency with respect to the particular obligation of the Private Party beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the Agency or any other obligations of the Private Party.

(g) Termination by Private Party Prior to Conveyance. In the

event that the Agency does not tender conveyance of the Property, or possession thereof, in the manner and condition, and by the date, provided in this Agreement, and any such failure shall not be cured within one hundred and twenty (120) days after the date of written demand by the Private Party, and the Agency shall be unable to demonstrate, to the reasonable satisfaction of the Private Party, (1) that any defect, cloud, or other deficiency in or on title involved, or the part of the Property to which it relates, is of such a nature that the Private Party will not be hampered or delayed in the construction of the Improvements by taking title and possession subject to such defect, cloud, or deficiency, and (2) that the Agency will through its power of condemnation or otherwise be readily able to cure or eliminate such defect, cloud, or deficiency subsequent to delivery of title and possession of the Property or the remainder thereof and in any event prior to completion of the Improvements, then the Agreement shall, at the option of the Private Party, be terminated by written notice thereof to the Agency, and except with respect to the return of the Initial Deposit as provided in this Agreement, neither the Agency nor the Private Party shall have any further rights against or liability to the other under the Agreement.

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

Upon the revesting in the Agency of title to the property described in Schedule A or any part thereof as provided in Section 13(d), the Agency shall use its best efforts to resell the property or part thereof (subject to such mortgage liens and leasehold interests as in Section 13 set forth and provided) as soon and in such manner as

the Agency shall find feasible and consistent with the objectives of applicable law and of the Urban Renewal Plan to a qualified and responsible party or parties (as determined by the Agency) who will assume the obligation of making or completing the construction or rehabilitation of the improvements or such other improvements in their stead as shall be satisfactory to the Agency and in accordance with the uses specified for such property or part thereof in the Urban Renewal Plan. Upon such resale of the property, the proceeds thereof shall be applied:

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

or obligations incurred with respect to the making or completion of the improvements or any part thereof on the property or part thereof; and any amounts otherwise owing the Agency by the Private Party and its successor or assigns; and

(b) Second, to reimburse the Private Party, its successors or assigns, up to the amount equal to: (1) the sum of the Cash Purchase Price paid by it for the property (or allocable to the part thereof) and the other cash actually invested by it in performing any construction or rehabilitation of the improvements on the property or part thereof; less (2) any gains or income withdrawn or made by it from the Agreement or the property.

(c) Any balance of proceeds remaining after such reimbursements, shall be retained by the Agency as its property.

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

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

**SEC. 16. PROVISIONS NOT MERGED WITH DEED.**

No provision of this Agreement is intended to or shall be

merged by reason of any deed transferring title to the property described on Schedule A from the Agency to the Private Party or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

#### SEC. 17. SPECIAL PROVISIONS.

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

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

(b) The Private Party will, in all solicitations or advertisements for employees placed by or on behalf of the

Private Party, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, marital status, or national origin.

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

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

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

(f) In the event of the Private Party's noncompliance with the nondiscrimination clauses of this Section, or with any of the said rules, regulations, or relevant orders, the Agreement may be

cancelled, terminated, or suspended in whole or in part and the Private Party may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized by Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Private Party will include the provisions of paragraphs (a) through (i) of this Section in every contract or purchaser order, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, unless exempted by rules, regulations, or orders of the U.S. Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each such contractor, subcontractor, or vendor, as the case may be. The Private Party will take such action with respect to any construction contract, subcontract, or purchase order as the Agency or the U.S. Department of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Private Party becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Agency or the U.S. Department of Housing and Urban Development, the Private Party may request the United States to enter into such litigation to protect the interests of the United States. For

the purpose of including such provisions in any construction contract, subcontract or purchase order, as required hereby, the first three lines of this Section shall be changed to read "During the performance of this Agreement, the Contractor agrees as follows:", and the term "Purchaser" shall be changed to "Contractor".

(h) All advertising (including signs) for sale and/or rental of the whole or any part of the property described in Schedule A shall include the legend: "An Open Occurance Building" in type or lettering of easily legible size and design. The word "Project" or "Development" may be substituted for the word "Building" where circumstances require such substitution. In addition, the Private Party shall comply with all applicable provisions of 21 CFR Parts 108-110.

(i) The Private Party shall at all times relevant hereto make a good faith effort undertaken pursuant to or as a result of the requirements of this Agreement, to the maximum extent feasible, to employ in the conduct of all activities, duties, responsibilities, jobs, and the like, persons domiciled in the State of Connecticut, and particularly the City of Danbury, Connecticut.

(j) The Private Party will include the provisions of paragraphs 17.a. through 17.i. of this Section in every contract or purchase order, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, unless exempted by rules, regulations, or orders of the U.S. Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each

such contractor, subcontractor, or vendor, as the case may be. The Redeveloper will take such action with respect to any construction contract, subcontract, or purchase order as the Agency or the U.S. Department of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Redeveloper becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Agency or the U.S. Department of Housing and Urban Development, the Private Party may request the United States to enter into such litigation to protect the interests of the United States. For the purpose of including such provisions in any construction contract, subcontract or purchase order, as required hereby, the first three lines of this Section shall be changed to read "During the performance of this Agreement, the Contractor agrees as follows:", and the term Private Party shall be changed to "Contractor".

k. Equal Opportunity in Construction Employment. In addition to and not by way of limitation of the requirements of the above Sections 17.a. - 17.j., the Private Party for itself, and its successors, heirs and assigns, agrees that in the construction of the improvements provided for in this Agreement: (1) the Private Party will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Private Party will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading,

demotion; or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause: (2) the Redeveloper will, in all solicitations or advertisements for employees placed by or on behalf of the Redeveloper, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin; and (3) the Redeveloper will include the provisions of Paragraphs (1) through (3) of this Section 17.k. in every contract, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, so that such provisions will be binding upon each such contractor or subcontractor, as the case may be. For the purpose of including such provisions in any construction contract or subcontract, as required hereby, the term "Private Party" and the term "Agency" may be changed to reflect appropriately the name or designation of the parties to such contract or subcontract.

#### SEC. 18 COUNTERPARTS.

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

#### SEC. 19 DISPUTE SETTLEMENT.

Except as otherwise provided herein in regard to the Agency's choice of remedies, any controversy or claim of value greater than \$1,000.00, arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration ✓

in accordance with the Commercial Arbitration Rules of the American Arbitration Association, at Danbury, Connecticut, and Judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof; except further that it is specifically agreed and understood that this Section shall not act as bar to an action for specific performance as provided for in Section 13(a) of this Agreement.

**SEC. 20 ALL LEGAL PROVISIONS INCLUDED.**

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

**SEC. 21 UNLAWFUL PROVISIONS DEEMED STRICKEN.**

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

**SEC. 22 TIME OF ESSENCE.**

As this Agreement deals with important matters touching on the public welfare and wellbeing, it is specifically agreed and understood that time is of essence in all actions and activities to be carried out under the terms hereof.

SEC. 23 HEADINGS.

The headings or titles to sections of this Agreement are not a part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

SEC. 24 PARTY IN POSITION OF SURETY WITH RESPECT TO OBLIGATIONS.

The Private Party, for itself and its successors and assigns, and for all other persons who are or who shall become, whether by express obligation or burden under this Agreement, hereby waives, to the fullest extent permitted by law and equity, any and all claims or defenses otherwise available on the ground of its (or their) being or having become a person in the position of a surety, whether real, personal, or otherwise or whether by agreement or operation of law, including, without limitation on the generality of the foregoing, any and all claims and defenses based upon extension of time, indulgence, or modification of terms of contract.

SEC. 25 RIGHTS OF ACCESS TO PROPERTY.

A. Right of Entry for Utility Service. The Agency reserves for itself, the City, and any public utility company, as may be appropriate, the unqualified right to enter upon the Property at all reasonable times for the purpose of reconstructing, maintaining, repairing, or servicing the public utilities located within the Property boundary lines and provided for in the easements described or referred to herein.

B. Redeveloper Not to Construct Over Utility Easements.  
The Private Party shall not construct any building or other structure or improvement on, over, or within the boundary lines

of any easement for public utilities described or referred to herein, unless such construction is provided for in such easement or has been approved by the City and the Agency.

C. Access to Property. Prior to the conveyance of the Property by the Agency to the Private Party, the Agency shall permit representatives of the Redeveloper to have access to any part of the Property as to which the Agency holds title, at all reasonable times for the purpose of obtaining data and making various tests concerning the Property necessary to carry out the Agreement. After the conveyance of the Property by the Agency to the Private Party, the Private Party shall permit the representatives of the Agency, the City, the United States of America access to the Property at all reasonable times which any of them deems necessary for the purposes of this Agreement, including, but not limited to, inspection of all work being performed in connection with the construction of the Improvements. No compensation shall be payable nor shall any charge be made in any form by any party for the access provided for in this Section.

SEC. 26. Notices and Demands.

A notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

(i) in the case of the Private Party, is addressed to or delivered personally to the Private Party at 3 Post Office

America access to the Property at all reasonable times which any of them deems necessary for the purposes of this Agreement, including, but not limited to, inspection of all work being performed in connection with the construction of the Improvements. No compensation shall be payable nor shall any charge be made in any form by any party for the access provided for in this Section.

SEC. 26. Notices and Demands.

A notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

(i) in the case of the Private Party, is addressed to or delivered personally to the Private Party at 3 Post Office Street, Danbury, Connecticut 06810 and

(ii) in the case of the Agency, is addressed to or delivered personally to the Agency at 148 Deer Hill Avenue, Danbury, Connecticut 06810, or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Section.

SEC. 27. PRIVATE PARTY'S CONTINGENCIES.

A. This Agreement is contingent upon the Private Party obtaining a commitment for a loan, to be secured by a first mortgage on the premises, in the amount of \$375,000.00 to be amortized over a 25 to 30 year term and to be on such other terms and conditions, including prepayment limitations, institutional

Street, Danbury, Connecticut 06810 and

(ii) in the case of the Agency, is addressed to or delivered personally to the Agency at 148 Deer Hill Avenue, Danbury, Connecticut 06810, or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Section.

#### SEC. 27. PRIVATE PARTY'S CONTINGENCIES.

A. ~~This Agreement is contingent upon the Private Party obtaining a commitment for a loan, to be secured by a first mortgage on the premises, in the amount of \$337,500,000.00 to be amortized over a 25 to 30 year term and to be on such other terms and conditions, including prepayment limitations, institutional financing charges and interest rate charges, as are imposed by any lending institutions where the Private Party makes application for such a loan at the time the Private Party makes such application. The Private Party agrees to make immediate application for such a loan and to pursue said application with diligence. In the event such commitment is not obtained by the Private Party on or before the sixtieth (60) day following the execution of this Agreement, the Private Party, to take advantage of this contingency, must cause notice of the Private Party's inability to obtain such commitment to be given to the Agency, care of the Agency's attorneys, FINNEY, PAYNE, VAN LERTEN, BURRELL, WOLFE & DILLMAN, P.C., (attn: James H. Maloney, Esq.), 26 West Street, Danbury, Connecticut, by the Private Party. Receipt of such notice by the Agency's named attorneys shall~~

constitute receipt by the Agency of such notice. If the Agency's named attorneys do receive such notice prior to 5:00 p.m. on said sixtieth (60) day, the Agency shall return to the Private Party all sums paid hereunder (except for \$500.00 for the preparation of this Agreement) without interest thereon; and upon return of said sums, this Agreement shall terminate and be of no further force and effect and the Private Party shall be discharged of all liability, each to the other, hereunder. The Private Party, in order to induce the Agency to enter into this Agreement, covenants and agrees with the Agency that all requirements of the Statute of Frauds have been met insofar as this paragraph is concerned and in the event any suit or legal proceedings arise out of this Agreement, the Statute of Frauds will not be interposed as a defense by the Private Party.

B. This Agreement is also contingent upon the Private Party obtaining all governmental permits and approvals necessary to permit construction of the improvement, as described in Schedule C hereof, and/or in the "Final Plans" when approved. The Private Party agrees to make prompt application for all such permits and approvals and to pursue such applications with diligence. In the event that all such permits and approvals are not obtained by the Private Party on or before the one-hundred-and-twentieth (120th) day following the execution of this Agreement, the Private Party to take advantage of this contingency, must cause notice of the Private Party's inability to obtain such permits and approvals to be given to the Agency, care of the Agency's attorneys, PINNEY, PAYNE, VAN LENTEN, BURRELL, WOLFE & DILLMAN, P.C. (attn: James H.

Maloney, Esq.), 26 West Street, Danbury, Connecticut by the Private Party. Receipt of such notice by the Agency's named attorneys shall constitute receipt by the Agency of such notice. If the Agency's named attorneys do receive such notice prior to 5:00 P.M. on said sixtieth (60th) day, the Agency shall return to the Private Party all sums paid hereunder (except for \$500.00 for the preparation of this Agreement) without interest thereon, and upon return of said sums, this Agreement shall terminate and be of no further force and effect and the Private Party shall be discharged of all liability, each to the other, hereunder. The Private Party, in order to induce the Agency to enter into this Agreement, covenants and agrees with the Agency that all requirements of the Statute of Frauds have been met insofar as this paragraph is concerned and in the event any suit or legal proceedings arise out of this Agreement, the Statute of Frauds will not be interposed as a defense by the Private Party. The permits, approvals and/or certifications referenced in Section 6 hereof are specifically excluded from the application of this Section 27.B.

SEC. 28. MODIFICATIONS AND INTERPRETATION. Any modifications of this Agreement shall only be made in writing executed in the same manner as this Agreement. This instrument, together with all documents, exhibits, schedules, attachments and other such writings incorporated herein and made a part hereof, constitutes the entire agreement between the parties. This Agreement shall be interpreted and construed in both law and equity, in accordance with the laws of the State of Connecticut.

IN WITNESS WHEREOF, The City and Agency have caused this Agreement to be duly executed respectively in their name and behalf, the City by its Mayor and the Redevelopment Agency of the City of Danbury by its Chairman, the respective seals to be hereunto duly affixed and attested, and the Private Party has signed and sealed the same, on or as of the date and year first above written.

Signed, Sealed and Delivered  
in the Presence of:

-----

CITY OF DANBURY

-----

BY: -----  
James F. Iyer, Its Mayor  
hereunto duly authorized

THE REDEVELOPMENT AGENCY  
OF THE CITY OF DANBURY

-----

BY: -----  
John J. Sullivan

-----

PRIVATE PARTY

-----

GUIDO CARDINALE

-----

GUILIANA CARDINALE

APPROVED AS TO  
CORRECTNESS AND FORM:

^ ATTESTED!

-----  
Corporation Counsel

-----  
City Clerk

SEAL IMPRESSED!

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

On this the            day of            , 1985, before me \_\_\_\_\_  
the undersigned officer, personally appeared JAMES E. DYER, who  
acknowledged himself to be the Mayor of the City of Danbury,  
Connecticut, a municipal corporation, and that he, as such Mayor,  
being authorized so to do, executed the foregoing instrument for the  
purposes therein contained, by signing the name of the municipal  
corporation by himself as such Mayor, and as the free act and deed of  
said municipal corporation.

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

\_\_\_\_\_  
Commissioner of the Superior  
Court and Assistant/Corporation  
Counsel of the City of Danbury

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

On this the        day of                   , 1985, before me JAMES H. MALONEY, the undersigned officer, personally appeared JOHN J. SULLIVAN, who acknowledged himself to be the Chairman of THE REDEVELOPMENT AGENCY OF THE CITY OF DANBURY, a municipal agency, and that he, as such Chairman, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the municipal agency by himself as such Chairman, and as the free act and deed of said municipal agency.

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

-----  
JAMES H. MALONEY  
Commissioner of the Superior Court

STATE OF CONNECTICUT )  
COUNTY OF FAIRFIELD )

) ss. DANBURY

On this the \_\_\_\_\_ day of \_\_\_\_\_, 1985, before me, \_\_\_\_\_  
\_\_\_\_\_, the undersigned officer, personally appeared GUIDO  
CARDINALE and GULIANA CARDINALE, who acknowledged that they executed  
the foregoing instrument for the purposes therein contained as his  
free act and deed.

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

\_\_\_\_\_  
Commissioner of the Superior  
Court

CERTIFICATE

I hereby certify that at a meeting of the Common Council of The City of Danbury, Connecticut, duly called and held on \_\_\_\_\_, 1985, at which a quorum was present and acting throughout, the following resolutions were duly adopted by a vote of \_\_\_\_\_ in favor and \_\_\_\_\_ opposed, to wit:

RESOLVED: That the City of Danbury grant and convey to GUIDO CARDINALE and GULIANA CARDINALE, of \_\_\_\_\_, in the County of \_\_\_\_\_, and State of Connecticut, their successors and assigns, in accordance with the terms of the Agreement attached hereto in form, and made a part hereof, a certain piece or parcel of land further described in Schedule A of said Agreement, as set forth in the proposed Agreement in form as presented to said meeting, which is hereby ordered filed with the records of the meeting; and

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

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

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

IN WITNESS WHEREOF, I have caused the seal of the City of Danbury to be hereunto affixed, duly attested by me this \_\_\_\_\_ day of \_\_\_\_\_, 1985.

-----  
ELIZABETH CRUDDINGTON  
City Clerk of The City of  
Danbury

(SEAL)

SCHEDULE A

All that certain piece or parcel of land, situate in the City of Danbury, County of Fairfield and State of Connecticut, consisting of 31,616 square feet, more or less, bounded and described as follows:

Commencing at a point which point is the southeasterly corner of the hereindescribed parcel of land, and the southwesterly corner of land now or formerly of Stanley Frank Kunicki, et ux, running thence from said point the following courses and distances: N 14° 48' 30" W, 174.468 feet; S 82° 52' 33" W, 237.165 feet; Westerly a distance of 122.424 feet along the arc of a curve having a radius of 665.45 feet; N 86° 35' 00" W, 7.84 feet; S 08° 54' 19" E, 17.61 feet; Southeasterly a distance of 61.196 feet along the arc of a curve having a radius of 2,181.79 feet; and ~~SE~~<sup>Southeasterly</sup> a distance of 363.188 feet along the arch of a curve having a radius of 3,281.39 feet to a point, which is the true point or place of beginning;

Said piece or parcel of land, more particularly described in a certain map entitled "SURVEY showing property of THE CITY OF DANBURY, Danbury, Connecticut, Project N.D.P., Conn. A-4, Disposition Parcel S-10, dated July 6, 1977", prepared by Sydney A. Rapp, Jr., RLS No. 7400, which map is recorded, or to be recorded simultaneously herewith, in the land records of the City of Danbury, Connecticut.

Said certain piece or parcel of land conveyed hereunder constituting a portion of the land referred to as the "Second Parcel" acquired by the Redevelopment Agency of the City of Danbury by virtue of a Certificate of Taking, from Eastern Fur Products Company recorded on the Land Records of the City of Danbury, Connecticut in Volume 515

at Page 432.

SUBJECT TO:

1. All <sup>un-</sup>released encumbrances of record set forth in the aforesaid Certificate of Taking, recorded at Volume 515, Page 432 of the Danbury Land Records.
2. A drainage easement in favor of the City of Danbury, Connecticut as shown on said map entitled "SURVEY showing property of THE CITY OF DANBURY, Danbury, Connecticut, Project N.D.P., Conn. A-4, Disposition Parcel S-10, dated July 6, 1977" prepared by Sydney A. Rapp, Jr. RLS No. 7400.
3. All provisions of any zoning ordinances enacted by the City and any and all provisions of municipal ordinances, regulations or public or private law.
4. All the terms, restrictions, covenants and conditions of a Land Disposition Agreement (hereinafter referred to as the "Disposition Agreement") entered into between the City, acting by and through the Agency, and the Redeveloper, dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 1985, which Disposition Agreement was approved by the Common Council of the City of Danbury on the \_\_\_\_\_ day of \_\_\_\_\_, 1985, and is intended to be recorded prior to or simultaneously herewith, with specific reference, without limitation, to the covenants set forth in Sections 4, 5, 6, 7, 8, 9, 10, 13, 19, 22 and 25 of said Disposition Agreement, which shall be covenants running with the land, binding to the fullest extent permitted by law and equity for the benefit and infavor of, and enforceable by, the Agency, its successors and assigns, the City of Danbury, and any successor in interest to the property, or any part thereof, and the owner of any other land (or of

any interest in such land) in the project area which is subject to the land use requirements and restrictions of the Urban Renewal Plan of the City of Danbury as approved by the Common Council of the City of Danbury in May, 1970, as modified and/or amended to date, and the United States in the case of the covenant provided in Section 7(b), against the Private Party (as defined in said Disposition Agreement) their successors, heirs and assigns, and every successor in interest to the property or any part thereof or any interest therein, and any party in possession or occupancy of the property or any part thereof; it being further intended and agreed that all such covenants shall remain in effect until January 1, 2005 except that the covenant provided in Section 7(b) shall remain in effect without limitation as to time. By way of amplification and not by way of limitation, the terms and conditions of said Sections 4, 5, 6, 7, 8, 9, 10, 13, 19, 22 and 25 are deemed to be set forth herein in full to the extent provided in said Disposition Agreement.

5. Such reservations, encumbrances or restrictions set forth in the applicable Urban Renewal Plan as amended.

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

7. Pro-rata taxes on the Grand List of October 1, 1984.

8. The condition that in the event of any default, failure, violation, or other action or inaction by the Private Party specified in subdivision (i), (ii) and (iii) of Section 13(c) of the Disposition Agreement aforesaid; failure on the part of the Private Party to remedy, end, or abrogate such default, failure, violation, or other

action or inaction within the period and in the manner stated in such subdivisions, the Agency, at its option, may declare a termination in favor of the Agency of the title, and of all the rights and interests in and to the property conveyed by this deed to the Private Party, and that such title and all rights and interest of the Private Party, and any assigns or successors in interest to and in the property, shall revert to the Agency; provided, that such condition subsequent and any reversion of title as a result thereof in the Agency shall always be subject to, and limited by, and shall not defeat, render invalid or limit in any way (a) the lien of any mortgage authorized by said Disposition Agreement, and (b) any right or interest provided in said Disposition Agreement for the protection of the holder of such mortgage.

SCHEDULE B

(form Quit Claim Deed for Conveyance of  
Property Described on Schedule A)

QUIT CLAIM DEED

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETINGS;

KNOW YE, THAT the City of Danbury, a municipal corporation organized and existing under the laws of the State of Connecticut (hereinafter referred to as the "City"), acting by and through the Redevelopment Agency of the City of Danbury (hereinafter referred to as the "Agency"), for the consideration of SIXTY-THREE THOUSAND (\$63,000.00) DOLLARS, in cash and in kind, received to its full satisfaction of GUIDO CARDINALE and GULIANA CARDINALE of \_\_\_\_\_ in the City of \_\_\_\_\_, County of \_\_\_\_\_ and State of Connecticut, (hereinafter referred to as the "Private Party"), does by these presents absolutely remise, release and forever QUIT CLAIM unto the said Private Party, their successors, heirs and assigns, forever, all the right, title, interest, claim and demand whatsoever as it, the said City, has or ought to have in and to a certain portion of a certain piece or parcel of real property, which property was acquired by the City, acting by and through the Agency, pursuant to Chapter 130 of the General Statutes of the State of Connecticut (as Revised), situated in the City of Danbury, County of Fairfield, and State of Connecticut, and more particularly described as follows:

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:

[SEE SCHEDULE A]

TO HAVE AND TO HOLD the premises unto the said Redeveloper, his successors, heirs and assigns, forever, to his own use and behoof, so that neither the City, acting by and through the Agency, nor its successors, nor any other person under it or them shall hereafter have any claim, right or title in or to the premises or any part thereof, but therefrom it and they are by these presents forever barred and excluded.

IN WITNESS WHEREOF, The City and Agency have caused this Agreement to be duly executed respectively in their name and behalf, the City by its Mayor and the Redevelopment Agency of the City of Danbury by its Chairman, the respective seals to be hereunto duly affixed and attested, on this \_\_\_\_\_ day of \_\_\_\_\_, 1985.

In the Presence of:

CITY OF DANBURY

-----

BY: \_\_\_\_\_  
James E. Derr, Its Mayor  
hereunto duly authorized

-----

THE REDEVELOPMENT AGENCY OF THE  
CITY OF DANBURY

-----

BY: \_\_\_\_\_  
John J. Sullivan,  
Its Chairman  
hereunto duly authorized

APPROVED AS TO CORRECTNESS  
AND FORM:

SEAL IMPRESSED AND ATTESTED:

-----  
Corporation Counsel

BY: \_\_\_\_\_  
City Clerk



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

On the            day of            , 1985, personally appeared JAMES E. DYER, Mayor of the City of Danbury, known to me to be the Mayor of the City of Danbury, signer and sealer of the foregoing instrument, who acknowledged the same to be the free act and deed of the City of Danbury, and his free act and deed of the City of Danbury, and his free act and deed as Mayor thereof, hereunto duly authorized, before me.

-----  
Commissioner of the Superior Court for Fairfield County and Assistant/Corporation Counsel of the City of Danbury

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

On the            day of            , 1985, personally appeared JOHN J. SULLIVAN, Chairman of the Redevelopment Agency of the City of Danbury, known to me to be the Chairman of the Redevelopment Agency of the City of Danbury, signer and sealer of the foregoing instrument, who acknowledged the same to be the free act and deed of the Redevelopment Agency of Danbury, and his free act and deed as Chairman thereof, hereunto duly authorized, before me.

-----  
James H. Maloney  
Commissioner of the Superior Court for Fairfield County

The Common Council of the City of Danbury approved this conveyance on \_\_\_\_\_, 1985.

.....L.S.

City Clerk

The Redevelopment Agency of the City of Danbury approved this conveyance on \_\_\_\_\_, 1985.

.....L.S.

Chairman

SCHEDULE C

DRAETZEINAL PLANS

[See Memorandum, Site Plan, and Development Proposal Drawings submitted by Guido and Guilana Cardinale with their Bid ~~and~~<sup>AS</sup> referenced in the Agency's Resolution of May 31, 1985; said Memorandum and Site Plan, <sup>Drawings</sup> incorporated herein by reference.]

# A & S AUTO SALES

88 Balmforth Ave. Danbury, Connecticut 06810

Days 743-1588

Eves 748-3360

Continued:

We hereby request that your council grant us a first option to purchase any contiguous property remaining after road construction that is considered surplus property. In the event that your council will not provide us with this option, we would appreciate some preferred opportunity to purchase this surplus property in light of the hardships caused by this project.

Sincerely,

*Norman Carvalho*

*Dorothy Carvalho*

Norman Carvalho &  
Dorothy Carvalho

NC:DC



✓ 27

**CITY OF DANBURY**  
**DANBURY, CONNECTICUT 06810**  
**JAMES E. DYER, MAYOR**

**Commission on Aging**  
**Municipal Agent**  
80 Main Street

(203) 797-4686  
(203) 797-4687

July 30, 1985

Members - The Danbury Common Council  
City Hall - City of Danbury  
155 Deer Hill Avenue  
Danbury, Connecticut

Members of the Common Council:

The Danbury Commission on Aging during the 1984-85 Fiscal Year requested that money for a kiln (for the baking of ceramics-greenware), its furniture, accessories and wiring be transferred into the Commission on Aging budget (equipment not classified). The Council approved that request.

Due to a number of delays on the part of those servicing this work, the commission was forced to put off this project until the present time.

The Commission on Aging has \$3,000 plus in the City Revenue Fund and requests that \$1,305 be transferred into the Commission's budget (equipment).

The Comptroller's Office indicates that no certification is needed.

They will amend our budget and revenue in a like amount.

Sincerely,

*Philip Hadley - LEM*

Philip Hadley, Chairperson  
The Danbury Commission on Aging



28

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

DEPARTMENT  
OF FINANCE

July 24, 1985

TO: Common Council via Certification #3  
Mayor James E. Dyer

FROM: John P. Edwards

RE: Request for additional funds for Employee Service  
Benefit Account #02-09-122-071003

In order to have adequate funds to redeem unused sick days and to pay longevity benefits, there is a requirement to transfer \$46,032.73 from the Contingency Account to the Employee Service Benefit Account.

In order to have a most current basis for determining the need for funds, all potential retirees were asked to give us their updated intentions regarding retirement in the next fiscal year. There were some changes of plans; some decided to stay, others decided to leave. The status of the account at the moment is:

Mayor's Request	\$ 93,136.00
Common Council Reduction	40,000.00
Budget adopted	<u>\$ 53,136.00</u>
Paid to date (7/22/85)	33,977.73
Balance	<u>\$ 19,158.27</u>
Requests anticipated	61,741.00
Longevity pay due December	3,450.00
Total Amount Deficient	<u>(\$ 46,032.73)</u>

We hereby certify the availability of \$46,032.73 in the Contingency Account to be transferred to the Employee Service Benefit Account #02-09-122-071003.

Previous balance of Contingency Acct.	\$895,000.00
Less this request	46,032.73
	<u>\$848,967.27</u>

  
 John P. Edwards  
 Comptroller  
 JPE/af



# CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

JAMES E. DYER  
MAYOR

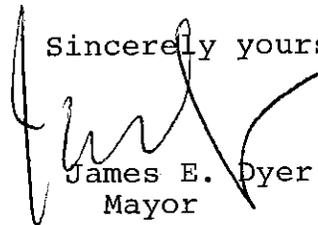
August 6, 1985

Honorable Members of the Common Council  
City of Danbury, Connecticut

Dear Council Members:

I hope that you will give the attached CACD request favorable action at the August meeting. You will note that Federal restrictions pose an immediate situation.

Sincerely yours,



James E. Dyer  
Mayor

JED/mr

# CACD

The Community Action Committee of Danbury, Inc.  
66 North Street Danbury, Connecticut 06810 (203) 744-4700

201

July 22, 1985

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

Dear Mayor Dyer:

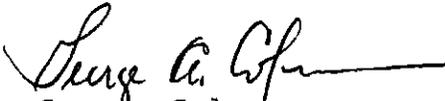
Enclosed please find a proposal that requests funds for a program function that is not allowed by the Federal funding source. The single item is important enough to determine the future of this program that benefits 25 senior citizens in our city.

The need is immediate. I am able to meet with you or the appropriate committee at your earliest convenience to discuss the details.

Your consideration in this matter is appreciated.

I am,

Respectfully yours,

  
George Coleman  
Acting Deputy Director

GC/mm

Encl.

*Anti-furson*  
*D.K.*  
*Wyer*  
*7/23/85*

A PROPOSAL FOR FUNDING

Administrator for Senior Aides Program

Requested by:

The Community Action Committee  
of Danbury, Inc.

Contact Person: George Coleman  
Telephone: 744-4700  
Date: July 18, 1985

Community Services Employment Program

Problem: Funds to acquire Administrator must be obtained for the SENIOR AIDES PROGRAM as per program funding regulations.

Consequences: Failure to hire an administrator will result in the program being discontinued  
- Loss of supplemental income potential for 25 Seniors

Definitions: Senior Aides Program - a federally funded program that permits income eligible senior citizens (55 and over) to supplement Social Security income by working.

Program Administrator - a paid employee of the grantee responsible for recruitment, site development, personnel supervision and day-to-day program operations.

Part-Time Employment - less than 35 hours per week.

Administrative Background:

Since the Senior Aides Program began (1/1/85 ) the administrative responsibility has been invested in the director of the federally funded JTPA program. The Administrative role for this program has been assumed by the director of another program because the Senior Aides program's grant will not allow administrative cost. The program assumes the 10% local match will accomodate the administrative function. As of July 1, 1985 CACD discontinued its participation in the JTPA program, thereby leaving an administrative void in the Senior Aides Program.

Other: Title: Senior Aides Coordinator  
Hours of work: 20 hrs. per week, 5 days/wk, 4 hrs/day  
Salary: \$8.27 per hour  
Preference: 55 yrs. or older

Proposal for Funding (Cont'd)

Requests for assistance are being made to the following agencies:

- \$3,000 - The United Way of Northern Fairfield County
- \$3,000 - The Perkin Elmer Good Neighbor Fund
- \$1,000 - The Danbury Hospital Employee Fund
- \$5,000 - The City of Danbury

BUDGET:

1 Coordinator @ 20 hours per week at \$8.27/hr = \$8,600

Fringes:

FICA 7.05% x 8,600 = 606	}	
Unemployment 5% x 7,100 = 355		
W.C. .50% x 8,600 = 43		\$2,638
Health Ins. 19% x 8,600 = 1,634		

TOTAL	\$11,238
-------	----------



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

DANBURY MUNICIPAL AIRPORT  
P.O. BOX 2299  
WIBLING ROAD

July 26, 1985

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

Mayor James E. Dyer  
City Hall  
155 Deer hill Avenue  
Danbury, CT 06810

Honorable Mayor:

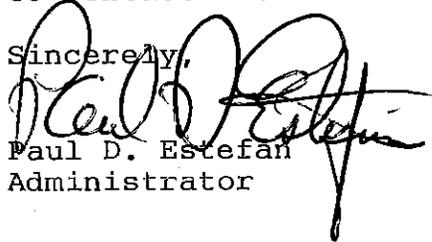
Enclosed is the letter and Exhibit A to Vince Scarano for the 1986-1987 Airport Improvements. The Commission approved this list and the request.

I am, at this time requesting only the local funding for the 1986 projects, which amount to \$33,500.00.

We have an excellent chance of being funded by F.A.A. for these projects. And I have been instructed to fill out the pre-applications as soon as possible.

If you need any additional information, please feel free to contact me.

Sincerely,

  
Paul D. Estefan  
Administrator

PDE/sd

enclosures



U.S. Department  
of Transportation  
Federal Aviation  
Administration

New England Region

12 New England Executive Park  
PO Box 510  
Burlington, Massachusetts 01803

-30

JUN 13 1985

Mr. Paul Estefan  
Airport Administrator  
Danbury Municipal Airport  
P.O. Box 2299  
Danbury, CT 06810

Dear Mr. *Paul* Estefan:

We are in the process of putting together the Airport Improvement Program for FY'86. This is a "first cut" at some of the projects which may receive consideration for funding next year. It is not a commitment of funds which will be available. It is based on preapplications and/or letters/reports previously submitted by your office.

If you would like to provide any additional input, it must be submitted to us by June 24.

Sincerely,

Vincent A. Scarano  
Manager, Planning & Programming Branch



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

DANBURY MUNICIPAL AIRPORT  
P.O. BOX 2299  
WIBLING ROAD

AIRPORT ADMINISTRATOR  
PAUL D. ESTEFAN  
(203) 797-4824

June 17, 1985

Mr. Vincent A. Scarano, Manager  
Planning and Programming Branch  
Federal Aviation Administration  
Airports Division  
12 New England Executive Park  
Burlington, MA 01803

Dear Mr. Scarano:

In response to your letter of June 13, 1985, I am submitting a list of projects which may receive consideration for funding during the next two years. The attached Exhibit A lists projects by priority, including approximate construction, engineering and contingency cost for Danbury Municipal Airport. It is requested that FAA consider these projects for AIP funding for the years 1986 and 1987.

This list shall supercede any past requests for 1986 and 1987 project planning.

All of the projects listed have been discussed in the Master Plan for Danbury Municipal Airport which was prepared by Edwards and Kelcey, Inc.

Preapplications for each specific project listed in the 1986 program will be filed with your office in the near future.

Very truly yours,

Paul D. Estefan, Administrator  
Danbury Municipal Airport

PDE/jcl

Enclosure

EXHIBIT A

## Danbury Municipal Airport - Improvements for 1986 and 1987

1986 Program

<u>Project (listed by priority)</u>	<u>Construction</u>	<u>Engineering</u>	<u>Contingencies</u>	<u>Total</u>
1. Maintenance Building	\$525,000	\$100,000	\$25,000	\$ 650,000
2A. T/W 'D' 1,100'	202,000	38,000	10,000	250,000
2B. Signs and MITLS for T/W B and D	202,000	38,000	10,000	250,000
2C. MIRLS and REILS for R/W 17	120,000	24,000	6,000	150,000
3. Drainage Study	----	38,000	2,000	40,000
				<u>40,000</u>
			Total for 1986	\$1,340,000

1987 Program

<u>Project (listed by priority)</u>	<u>Construction</u>	<u>Engineering</u>	<u>Contingencies</u>	<u>Total</u>
4. Drainage Improvements	\$150,000	\$ 22,000	\$ 8,000	\$ 180,000
5. R/W Safety Areas	80,000	15,000	5,000	100,000
6. Security Fencing	31,000	7,000	2,000	40,000
7. Seal Coat T/W A and B	130,000	15,000	5,000	150,000
8. Terminal Building	330,000	60,000	10,000	400,000
				<u>400,000</u>
			Total for 1987	\$ 870,000

	<u>1986</u>
FAA	\$1,206,000
State	100,500
Sponser	<u>33,500</u>
	\$1,340,000

	<u>1987</u>
FAA	\$ 783,000
State	65,250
Sponser	<u>21,750</u>
	\$ 870,000

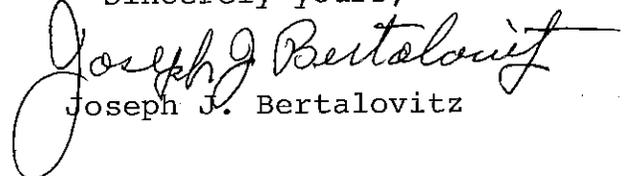
31 ✓

July 25, 1985

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

I hereby request that a committee be appointed to review my request for payment for vacation time not taken during my employment as Chief of the Danbury Fire Department. A list is attached with the total amount of \$23,942.16 which I feel is due me at this time.

Sincerely yours,

  
Joseph J. Bertalovitz



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

**FIRE DEPARTMENT**  
19 NEW STREET  
OFFICE: 748-5260  
HOME: 748-2487

JOSEPH J. BERTALOVITZ, JR., CHIEF

October 04, 1983

1970	Annual	\$16,252.	
	Week	312.54	
	Owed vac.	\$ 1,562.70	- 35 vac. days (5 weeks)
1971	Annual	\$17,390.01	
	Week	334.42	
	Owed vac.	\$ 1,672.10	- 35 vac. days (5 weeks)
1972	Annual	\$18,172.	
	Week	349.46	
	Owed vac.	\$ 1,747.30	- 35 vac. days (5 weeks)
1973	Annual	\$18,989.74	
	Week	365.19	
	Owed vac.	\$ 1,278.17	- 33 vac. days (3½ weeks)
1974	Annual	\$19,393.23	
	Week	383.45	
	Owed vac.	\$ 1,917.25	- 35 vac. days (5 weeks)
1975	Week	\$ 391.12	- (2 weeks vac.)
		418.50	- (2 weeks vac.) * 28 vac. days (4 weeks)
	Owed vac.	\$ 1,619.24	- vac. pay total
1976	Annual	\$21,762.	(Jan. - June)
	Week	418.50	
	Owed vac.	\$ 1,046.25	(2½ weeks vac.)
	Annual	\$22,162.	(July - Dec.)
		462.	
	Owed vac.	\$ 1,065.	(2½ weeks vac.)
1977	Annual	\$22,162.	(Jan - June)
	Week	426.19	
	Annual	\$22,761.	(July - Dec.)
	Week	437.73	
	Owed vac.	\$ 1,641.60	(19 vac. days)

Average year pay  
Annual \$22,462.  
Week 431.96

1978	Annual	\$22,762.	(Jan. - June)	Average year pay
	Week	437.73		Annual \$23,016.
	Annual	\$23,270.	(July - Dec.)	Week 442.62
	Week	447.50		
	Owed Vac.	\$ 2,213.10	(35 vac. days - 5 weeks)	
1979	Annual	\$24,500.	(Jan. - June)	raise increase as of Jan. '79
	Week	471.15		Average year pay
	Annual	\$25,746.	(July - Dec.)	Annual \$25,123.
	Week	495.12		Week 482.13
	Owed vac.	\$ 2,413.65	(35 vac. days - 5 weeks)	
1980	Annual	\$25,746.	(Jan. - June)	Average year pay
	Week	495.12		Annual \$26,923.
	Annual	\$28,100.	(July - Dec.)	Week 517.75
	Week	540.38		
	Owed vac.	\$ 2,588.75	(35 vac. days - 5 weeks)	
1981	Annual	\$28,100.	(Jan. - June)	Average year pay
	Week	540.38		Annual \$29,224
	Annual	\$30,348.	(July - Dec.)	Week 562.
	Week	583.62		
	Owed vac.	\$ 2,810.	(34 vac. days - 5 weeks)	
1982	Annual	\$30,348.	(Jan. - June)	Average year pay
	Week	583.62		Annual \$31,638.
	Annual	\$32,928.	(July - Dec.)	Week 608.42
	Week	633.23		Day 121.68
	Owed vac.	\$ 365.05	(23 working days carried over into 1983 - pay received for 48 vac. days w/e 9/17/83)	

TOTAL AMOUNT OWED \$23,942.16

Joseph J. Bertalovitz  
Pittsford Road  
Danbury Conn  
06810

Give orig. to  
copy JJB 12:45pm  
10-04-83

948-2487

32

JOHN H. GAGNON, Ph.D.  
99 Stadley Rough Road  
Danbury, Conn. 06811  
(203) 790-5655

Ms. Constance McManus  
President, Common Council  
City of Danbury  
Danbury City Hall  
Deerhill Avenue  
Danbury, Connecticut  
06810

Dear Ms. McManus:

At the suggestion of Mr. John Edwards, I am writing to you in order to express my bewilderment and disappointment with the manner in which my financial earnings have been dealt with by the Danbury Police Department.

As the enclosed copies of a letter and bill note, I was brought aboard the D.P.D. on September 1st, 1984 to function in the capacity of Police Psychotherapist. While I had originally offered some services as a volunteer, the counter-offer by Chief Macedo for me to be reimbursed and the agreement (a gentlemen's verbal one, I thought) between myself and the department (negotiated by Lt. Cooney, agreed to by Lt. Lovell and accepted and agreed to (again verbally) by Chief Macedo) was for \$2000.00. I have also enclosed a copy of an F.N.M.A. form signed by Lt. Gallucci of the records department showing that the \$2000.00 was my intended stipend for the year's work which I have done for the department.

To date, I have been agreed to, cajoled, patronized and otherwise patted upon the head for the work (now in excess of 300 hours) which I have, in the total spirit of good faith, given to the Danbury Police Department. To this date I have not seen one single penny of the stipend to which the department agreed, on which I have already paid taxes (for the 1984 year) and to which I am entitled for my professional services.

I, therefore, appeal to you and the Common Council to look into this matter and to correct by

appropriation of the fund's in question, the unfair manner in which I have been handled.

I have enclosed copies of my work schedules (they are already on file with the department) but I did not think that it was appropriate at this time to burden you with the dozens of pages of materials and reports which I have written for the department as part of my work with them. If you should require these, I will submit them to you under a separate cover.

I feel like I have been operating these past 9 1/2 months in complete good faith with Danbury Police Department but that I have been handled most unfairly in this matter. My fear is that there never was any intention to back up the offer to me of a stipend and that I will have spent over \$1400.00 on police related training and given up over \$1000.00 in client fees and worked over 300 hours for no honorable remuneration at all. I hope that this is not the case.

I anxiously await your reply.

Sincerely,

*John H. Gagnon, Ph.D.*  
Dr. John H. Gagnon  
Cert. Psychotherapist

cc: Mr. John Edwards  
Mr. Manny Merullo

JOHN H. GAGNON, Ph.D.  
99 Stadley Rough Road  
Danbury, Conn. 06811  
(203) 790-5655

Dear Chief Macedo:

In August of 1984 I came to see you at the Danbury Police Department to offer certain psychological services to you on a voluntary basis. At that time you took a keen and foresightful interest in my working with the department's Special Operations Unit. This consulting position, that of Police Psychotherapist, has been a very successful one. I believe that it contributes to our department's place on the growing edge of modern police technology.

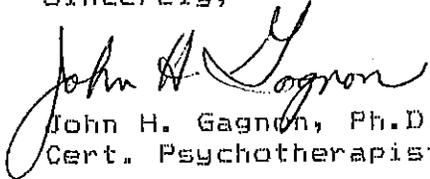
In that same meeting, you introduced me to Lt. Robert Lovell and suggested that it would be "only fair" to provide me with some sort of financial remuneration for my "professional services." You did not feel that it was proper for "a professional to work without some fee". As you know, I was greatly encouraged by this offer and subsequently incurred a great many expenses and monetary losses in order to obtain the best possible, specialized training required of my position and, at the same time, to make myself available to the department on a number of important matters (as well as be "on call" 24 hrs. per day).

I feel pleased to use my recent training, my past 13 years of psychological schooling and my previous experiences in forensic psychology and as a police officer to try and provide a unique and hopefully important service to you.

As to the reimbursement which you suggested and per your request, I have enclosed a bill in the agreed upon amount of \$2000.00. This payment will greatly help to defray my past expenses and costs on behalf of my work with the department.

Thank-you for your fairness in this matter.

Sincerely,

  
John H. Gagnon, Ph.D.  
Cert. Psychotherapist

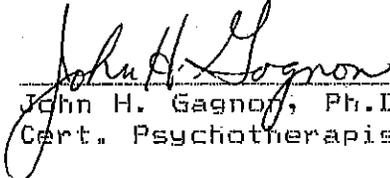
JOHN H. GAGNON, Ph.D.  
99 Stadley Rough Road  
Danbury, Conn. 06811  
(203) 790-5655

TO THE DANBURY POLICE DEPT.

FOR PSYCHOLOGICAL SERVICES RENDERED  
INCLUDING CONSULTATION, IN SERVICE  
EXERCISES, WORK WITH SPECIAL OPERATIONS  
AND FOR NON-REEMBURSED, JOB-RELATED  
TRAINING AND EDUCATION FOR THE 1984-1985  
YEAR BEGINNING SEPTEMBER 1st, 1984:

	Amount Owed.....	\$2000.00
D	Amount Paid.....	<u>0.00</u>
	Total Due.....	\$2000.00

PLEASE REMIT PAYMENT

  
John H. Gagnon, Ph.D.  
Cert. Psychotherapist

# TIME SCHEDULE FOR THE POLICE PSYCHOTHERAPIST

NAME: John H. Gagnon, Ph.D.  
AGE: 38 years of age  
ADDR: 68 Crescent Drive  
Ridgefield, Conn. / 06877  
TEL.: 438-9776

MONTH	HOURS	ACTIVITIES
<u>SEPTEMBER:</u>	5	1. Preliminary paper work and initial meetings with Chief Macedo and Lieutenant Lovell for establishment of the post.
	3	2. Meeting with members of H.N.T. and initial discussions of the roles of Police Psychotherapist in the H.N.T.
	2	3. Meeting with Major Douglas Dortenzio of N.H.P.D., Spec. Op.
	8	4. Contact with the New Haven Police Department and attendance of meetings with their H.N.T.
	2	5. Meeting with the New Haven F.B.I. consultant on hostage negotiations.

Total Hrs..... 20

<u>OCTOBER:</u>	12	6. Development and modification of a thorough and comprehensive 12+ page scenerio for a mock training exercise of H.N.T. and S.W.A.T. complete with psychological history and all profiles for the establishment of a very authentic hostage situation.
	1	7. Presentation of Mock Exercise

		to Lieutenant Lovell and discussion of use of tactical apparatus in aiding the H.N.T. operation.
	1	8. Preliminary discussion with Lt. Lovell regarding the onset of a psychologically based training program as employed by the F.B.I.
	4	9. Study of the St. Eliz. Prog.
Total Hrs.....		18

<u>NOVEMBER:</u>	1	10. Initial transfer of operational lines of communication from Lt. Lovell to Lt. Cooney
	3	11. Meeting with the entire H.N.T. of the D.P.D. and discussion of a program of training based upon the F.B.I. model at St. Elizabeth's Hospital in Wash., D.C.
	1	12. Letter to Chief Macedo describing outcome of meeting and decision to provide a stipend of \$2000 for the services of Police Psychotherapist.
	6	13. Meeting with Carolyn Gerhards, Psychodrama Director
	1	14. Negotiation with David Swink of St. Elizabeth's Hospital and my acceptance into the F.B.I. training program there.
	12	15. Research of pertinent literature for the development of a proposal for appropriate training.
	10	16. The development of the Duties and Functions of the Police Psychotherapist for use by the department.
Total Hrs.....		34

# TIME SCHEDULE FOR THE POLICE PSYCHOTHERAPIST

NAME: John H. Gagnon, Ph.D.  
 AGE: 38 years of age  
 ADDR: 99 Stadley Rough Road  
 Danbury, Conn. / 06811  
 TEL.: 790-5655

DATE (1985)	HOURS	ACTIVITIES
01/03/85:	1	1. Making arrangements to attend F.B.I. hostage negotiation training in Washington, D.C.
	2	2. Meeting with Marty Fordiani, the attorney for Danbury Hosp. in order to continue the process of establishing hospital/police department interface and appropriate protocols.
	2	3. Meeting with Lt. Dennis Cooney to discuss department business.
01/04/85:	1	1. Further meeting with Lt. Cooney.
	6	2. Search of the literature for protocols established by the American Psychological Assn. re: the privacy of psychological information.
01/08/85:	1	1. Discussion with Lt. Bob Loudon of N.Y.P.D. Emergency Services Unit on some of their negotiation procedures.
	2	2. Discussion with David Swink on "action sociometry" for the training of Emergency Services personnel.
	4	3. Checking M.A.T. profiles on the ideal motivational characteristics required of a hostage negotiator or a S.W.A.T. officer.
01/09/85:	2	1. Finish up research on the M.A.T.
	1	2. Discussion with colleague Dr. George Steinfeld on the func-

		tions of Psychotherapists in Police crisis situations.
01/10/85:	1	1. Preliminary meeting with Jim Gravius, Chief of Security at Danbury Hospital.
01/11/85:	3	2. Research in the WesConn Library in literature re: hostage nego- tiations.
01/14-16/85:	23	1. F.B.I. training in hostage nego- tiations at St. Elizabeth's Hospital in Washington, D.C.
01/17/85:	4	1. Study and memorization of all literature which I had been presented in the experiential and didactic sessions over the past three days.
01/18/85:	5	1. Discussion and sumarization of the total F.B.I. course content with David Swink, Director of the Psychodrama section, St. Elizabeth's Hospital.
01/21/85:	1	1. Ordering pertinent literature by Murrey Myron et al.
	1	2. Duplicate protocol proposal for appropriate Hospital adminis- trators and deliver to hospital.
01/22/85:	1	1. Discussion with Lt. Lovell of some of the things which I had learned in the F.B.I. training program of the previous week.
01/23/85:	1	1. Letter writing to David Swink, other Psychodrama personnel and to Special Agent Fred Lansley re: pertinent course material and relevant questions.
01/24/85:	1	1. Meeting with Ms. Fordiani at the Danbury Hospital.
	2	2. Meeting with the Record Dept. staff at Fairfield Hills Hosp.
01/28/85:	2	1. Studying Paraniod Schizophrenic behavior in hostage takers with this diagnosis.
01/29/85:	7	1. Time spent at N.Y.P.D. with Lt. Dennis Cooney discussing Emer- gency services with Lt. Louden.
01/30/85:	1	1. Meeting with Ona Miller, psy- chodramatist re: use of psycho- dramatists in hostage simula- tions.

01/31/85:	2	1. Meeting with records department at Hallbrooke Hospital.
02/06/85:	1	1. More police business with Hallbrooke.
02/08/85:	3	1. Study of "Hostage" by Murrey Myron.
02/14/85:	1	1. Meeting with Det. John Roach of the H.N.T. in Ridgefield.
02/18/85:	8	1. H.N.T. training with the F. A.A. in Boston, Mass.
02/21/85:	1	1. Discussion with Lt. Lovell of relevant police business at the department.
	1	2. Approached by one of the officers who discussed a problem he was having in his life I counseled him for this.
	1	3. Met with a member of the detective bureau who had some questions for me regarding a case on which he was working. I consulted him.
02/22/85:	1	1. Further discussion with Lt. Lovell.
02/26/85:	1	1. Met again with the officer who requested counsel for his problem. I again gave service.
03/01-03/85:	26	1. Trained with Dr. Allen Mendler on "Techniques of Crisis Intervention for Police Officers".
03/05/85:	1	1. Another meeting with Marty Fordiani at Danbury Hospital.
03/06/85:	1	1. Meeting with Dr. Orestes Arcuni re: the Police Department Special Operations Unit.
03/07/85:	1	1. Marty Fordiani again.
03/08/85:	4	1. Actual, suspected hostage situation (actually a baracaded person) which took place on Main St. in Danbury.
03/10/85:	2	1. Prepared and typed out my full report of the situation which took place on Friday.
03/11/85:	1	1. Passed out various copies of my official report in the department.
03/14/85:	1	1. Meeting with Jim Gravius.
03/15/85:	1	1. Meeting with Lt. Lovell.
	5	2. Meeting and working with Mr.

Robert Weston, the simulation hostage taker for Monday. Discussion and coaching on staying in the role which he chooses to employ. At no time do we discuss the nature of the intended role.

- 03/18/85: 1 1. Discussion with Major Dortenzio at N.H.P.D. on info. relevant to the D.P.D. operation tonight
- 5 2. Hostage Negotiation Simulation of the Danbury Police Department held at a school. Functioned at Police Psychotherapist and conducted the final debriefing.
- 03/21/85: 3 1. Met with Bob Weston to discuss all of the successful and unsuccessful things which took place in Monday's simulation.
- 03/22/85: 2 1. Wrote up my report on the simulation.
- 03/25/85: 2 1. Time spent in the department giving my reports to the appropriate persons and discussing same with Lt. Lovell.
- 04/03/85: 3 1. Study in texts on crisis intervention in suicide attempts and domestic disputes.
- 04/08/85: 2 1. Appropriate study.
- 04/15/85: 4 1. Meeting with Dr. Gellar re: crisis work, especially in the prevention of suicide.
- 04/18/85: 4 1. E.M.T. recert. training as a member of the D.P.D.
- 04/19/85: 4 1. "
- 04/20/85: 4 1. "
- 04/24/85: 4 1. "
- 04/25/85: 4 1. "
- 04/26/85: 4 1. " (Scored highest on the final exam.)
- 04/29/85: 2 1. Further discussion with Dr. Gellar.
- 04/30/85: 4 1. Work on a test derived from the 16 Personality Factor Inventory by Cattell to use in measuring the personality fitness of applicants for the police dept. and to measure the fitness of

particular police department personnel for the job that they are assigned to.

- |           |   |    |   |
|-----------|---|----|---|
| 05/01/85: | 2 | 1. | Further work on the Police Test   |
| 05/04/85: | 3 | 1. | "   |
| 05/07/85: | 2 | 1. | "   |
| 05/13/85: | 4 | 1. | "   |
| 05/16/85: | 1 | 1. | "   |
| 05/21/85: | 1 | 1. | Showed my new test to various members of the department including Chief Macedo. |

Total time worked for the department:..... 201hrs.

JAN - 5/21/85 →



Federal National Mortgage Association

# REQUEST FOR VERIFICATION OF EMPLOYMENT

**INSTRUCTIONS:** LENDER- Complete items 1 thru 7. Have applicant complete item 8. Forward directly to employer named in item 1.  
EMPLOYER-Please complete either Part II or Part III as applicable. Sign and return directly to lender named in item 2.

## PART I - REQUEST

1. TO (Name and address of employer) <i>Danbury Police Dept. Main St Danbury CT 06800</i>		2. FROM (Name and address of lender)  <b>NORWALK SAVINGS SOCIETY</b> 48 WALL STREET NORWALK, CT. 06852	
3. SIGNATURE OF LENDER <i>[Signature]</i>	4. TITLE <i>Credit Analyst</i>	5. DATE <i>4/15/85</i>	6. LENDER'S NUMBER (optional)

I have applied for a mortgage loan and stated that I am now or was formerly employed by you. My signature below authorizes verification of this information.

7. NAME AND ADDRESS OF APPLICANT (Include employee or badge number) <i>John H. Gagnon 68 Crescent Dr. Ridgefield CT 06877</i>	8. SIGNATURE OF APPLICANT <i>[Signature]</i>
--	---

## PART II - VERIFICATION OF PRESENT EMPLOYMENT

EMPLOYMENT DATA		PAY DATA			
9. APPLICANT'S DATE OF EMPLOYMENT <i>September 1st, 1984</i>	12A. CURRENT BASE PAY (Enter Amount and Check Period) <input checked="" type="checkbox"/> ANNUAL <input type="checkbox"/> HOURLY <input type="checkbox"/> MONTHLY <input type="checkbox"/> OTHER (Specify) <i>\$ 2000<sup>00</sup></i> <i>(67 net)</i>	12C. FOR MILITARY PERSONNEL ONLY			
10. PRESENT POSITION <i>Police Psychotherapist</i>	12B. EARNINGS		PAY GRADE		
11. PROBABILITY OF CONTINUED EMPLOYMENT <i>Excellent</i>	TYPE	YEAR TO DATE	PAST YEAR	TYPE	MONTHLY AMOUNT
13. IF OVERTIME OR BONUS IS APPLICABLE, IS ITS CONTINUANCE LIKELY?  <i>N/A</i>	BASE PAY	<i>\$ 2000<sup>00</sup></i>	<i>\$ N/A</i>	BASE PAY	\$
OVERTIME <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	OVERTIME	<i>\$ N/A</i>	<i>\$ "</i>	RATIONS	\$
BONUS <input type="checkbox"/> YES <input type="checkbox"/> NO	COMMISSIONS	<i>\$ N/A</i>	<i>\$ "</i>	FLIGHT OR HAZARD	\$
	BONUS	<i>\$ N/A</i>	<i>\$ "</i>	CLOTHING	\$
				QUARTERS	\$
				PRO PAY	\$
				OVER SEAS OR COMBAT	\$

14. REMARKS (if paid hourly, please indicate average hours worked each week during current and past year)

## PART III - VERIFICATION OF PREVIOUS EMPLOYMENT

15. DATES OF EMPLOYMENT	16. SALARY/WAGE AT TERMINATION PER (Year) (Month)(Week) BASE _____ OVERTIME _____ COMMISSIONS _____ BONUS _____
17. REASON FOR LEAVING	18. POSITION HELD

19. SIGNATURE OF EMPLOYER <i>[Signature]</i>	20. TITLE <i>Records Supervisor</i>	21. DATE <i>4/16/85</i>
---	--	----------------------------

The confidentiality of the information you have furnished will be preserved except where disclosure of this information is required by applicable law. The form is to be transmitted directly to the lender and is not to be transmitted through the applicant or any other party.

33

7 Golden Hill Road  
Danbury, CT 06811  
July 23, 1985

Mr. Leo Null  
Building Inspector  
City of Danbury  
Danbury, CT 06810

Dear Mr. Null,

Upon the advice of my attorney I am notifying you of a potentially dangerous situation with a stone wall constructed by Mr. Anders Utsogn next to my property line. Mr. Utsogn has constructed a home on Benham Street off Golden Hill Road, and he has deposited large rocks, some measuring 6 feet across, on the property line (it appears some are now slipping onto my property due to the great pressure when he rides his bulldozer on the rocks).

Rocks are falling <sup>from the wall</sup> from the wall, two directly onto my property measuring 4 and 5 feet ~~across~~. One rock has fallen 22 feet from the wall and measures 3 feet across and is resting on the property beneath mine. Also on this lower property is a 2 foot rock 24 feet from the wall, along with a 16 inch rock 61 feet from the wall. On the other side of his property I note 6 rocks that have fallen on the Toussaint property approximately 20 feet from the wall, with some measuring 2 to 3 feet across, lying beyond the hay barrier he was ordered to construct.

The rocks remaining on the wall are mostly loose and can be easily removed possibly by even just walking on the lower part of the wall. I have a swing that was placed in its present location before Mr. Utsogn even bought the property, and it is 14 feet from the wall. Small children play on the swing and I don't want to imagine what will happen if a rock similar to the one now 61 feet from the wall was to break loose and hit someone.

I understand someone must conduct a survey and must give approval before a certificate of occupancy can be granted. I hope you will consider this hazardous situation and have necessary steps taken to prevent a catastrophe. Once Mr. Utsogn sells the property I will have little chance of having him rectify the dangerous conditions.

He has now removed his equipment from the property so I assume he is complete. The crevices he has left in the rocks can easily be occupied by a small child and I also dread to think of the outcome if these rocks shift.

Thank you for your immediate attention.

Very truly yours,

George R. Godfrey III





# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

FIRE DEPARTMENT  
19 NEW STREET

JAMES E. DYER, MAYOR

CHARLES J. MONZILLO, CHIEF  
(203) 748-5260

July 31, 1985

To: Mayor James E. Dyer  
From: Charles J. Monzillo, Chief of Department  
Subject: Ordinance Request

In 1979 Mr. Bruce Cummings, then Director of Health, became aware of the possible cost to the City in the event a major hazardous spill incident occurred within the Danbury City limits. Along with his awareness, his proposal to many of the City Administrators struck the heart of the matter.

Over the last eight years, we have experienced a number of incidents requiring the added expense to the City in purchasing sorbant pads, etc., cost truly in excess of the necessary costs to the average Danburian for fire protection, as established by the Charter.

This new industry using hazardous materials requires fire protection. However, the cost for the protective material should be passed onto the people responsible. Vehicles using our roads and highways are a greater threat to our citizens today than they were eight years ago.

The proposal for an ordinance, requiring that the firm, person, etc. be responsible for the expense, was submitted in 1979. No action was taken.

At this time I am re-submitting the proposal.

Sincerely,

Charles J. Monzillo  
Chief of Department

CJM:kod  
HAZ-ORDN file  
MAYOR DYER disk 3

*good idea!*  
*[Signature]*

034-1  
035  
*[Signature]*



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

FIRE DEPARTMENT  
19 NEW STREET

JAMES E. DYER, MAYOR

CHARLES J. MONZILLO, CHIEF  
(203) 748-5260

## PROPOSED ORDINANCE

Any person, firm or corporation, which directly or indirectly causes pollution or contamination of any land, water, or environs of the City, through the discharge, spillage, seepage, infiltration or otherwise, of oil or any petroleum or chemical liquid or product, shall be liable for costs and expense incurred by the City of Danbury in containing, abating, or removing such pollution and contamination.

If, in the opinion of the Fire Department or Health Department, it becomes necessary to call in a commercial pollution control firm, the party responsible for such pollution or contamination shall be liable for any charges levied by such firm.

Any expenses recovered by any Department of the City shall be credited to the appropriate line item account of said Department.



136

# CITY OF DANBURY

DANBURY, CONNECTICUT 06810

THEODORE H. GOLDSTEIN  
CORPORATION COUNSEL

ERIC L. GOTTSCHALK  
SANDRA V. LEHENY  
LAWRENCE M. RIEFBERG  
ASSISTANT CORPORATION  
COUNSEL

August 1, 1985

PLEASE REPLY TO:

P. O. Box 1261  
DANBURY, CT 06810

Hon. James E. Dyer, Mayor  
City of Danbury  
155 Deer Hill Avenue  
Danbury, CT 06810

Re: The C. D. Parks Company

Dear Mayor:

I am pleased to attach hereto draft of proposed real estate contract for the sale of The C. D. Parks Co. property to the City of Danbury. Said contract has been virtually hammered out over a period of several weeks between the undersigned and counsel for The C. D. Parks Co.

It provides for the sale of the 530 acres, more or less, which was the subject of the referendum approved by the voters of the City of Danbury on April 30, 1985. The sketch map referred to in said contract is on file in the Office of the City Clerk.

The contract is now to be submitted to the Council so that authority may be granted to you to execute the same on behalf of the City of Danbury.

Very cordially yours,

Theodore H. Goldstein  
Corporation Counsel

THG:cr

Attachment

Revised 7/25/85  
N.K.P.

REAL ESTATE CONTRACT

1. Parties. The C. D. Parks Company, a Connecticut corporation, with its principal office in Danbury, Connecticut, hereinafter called "Seller".

City of Danbury, a municipal corporation located in the County of Fairfield, Connecticut, hereinafter called "Buyer".

2. Agreement to Buy and Sell. The Seller agrees to sell and the Buyer agrees to buy the real estate described in Exhibit A annexed to and forming a part of this Contract. The real estate includes the buildings and improvements as well as the items included in paragraph 4. All of this land and property are referred to as the "Property". All of the terms of the sale are included in this Contract. Seller will cause the Property to be surveyed at Seller's expense prior to the closing and Seller will convey title in accordance with said survey. The completed survey is to be reviewed by the Engineering Dept. of the City of Danbury and to be certified to the title company of choice of Buyer's counsel.

3. Price. The purchase price of the Property and the manner of payment is as follows:

The entire purchase price will be paid at the Closing by the check of the City of Danbury drawn on a Connecticut bank. The amount may vary depending on adjustments agreed to by the parties. \$4,700,000.00

4. Fixtures and Personal Property. Such of the following items as are now on the Property are included as part of the purchase price; all fixtures belonging to or attached to the property, water heaters, heating, plumbing, air conditioning and electrical fixtures and systems, carpeting, window shades, curtain rods, valances, awnings, shutters, radio and television antennas, screens and screen doors, storm windows and doors, shrubbery and plantings on the property, stove, ovens and other built-in kitchen equipment, and any other items which constitute part of the real property.

There are no leased fixtures on the property.

5. Form of Deed and Exceptions To Title. At closing of title and upon payment of the purchase price, Seller shall convey to Buyer by Warranty Deed in usual Connecticut form, marketable title in fee simple to the Property, free and clear of all encumbrances except the following:

a. Any and all provisions of any ordinances, municipal regulations (including without limitation zoning, inland-wetland, and coastal and flood plain regulations), or state or federal laws affecting the Property.

b. Real Estate taxes, including fire district or similar taxes, payable to the town, city or taxing district in which the Property is located which become due and payable after closing of title, which taxes Buyer will assume and agree to pay or from which it will agree to hold Seller harmless.

-3-

c. Any lien of assessment levied or to be levied by the Town, City or taxing district in which the Property is located for any municipal improvement for all installments due subsequent to the date of closing and all assessments which may be levied against or become a lien on the Property for improvements made after the date of this Contract or which have been made prior to closing but not assessed or levied.

d. Such state of facts as an accurate survey and inspection of the Property should disclose, provided this state of facts does not render title unmarketable or unusable or undesirable for use by the City for its purposes.

e. Riparian or littoral rights of others in or to any water course or body of water on or adjacent to the Property.

f. All exceptions to title listed on Exhibit A annexed hereto.

6. Adjustments. Public utility service charges, fuel oil, rents, fire district taxes, municipal assessments, and municipal taxes shall where applicable to the Property be adjusted as of the date of closing in accordance with the customs followed by attorneys practicing in the City of Danbury. If a current tax rate cannot be ascertained, adjustment shall be made as if the last previous rate were in effect.

Seller will terminate the electric and gas service, if any, as of the closing date. Buyer will be responsible for notification to the utilities to continue service in Buyer's name as of the closing date.

7. Condition of Property. Except as may be otherwise set forth in this Contract, Buyer accepts the Property, including the items listed in paragraph 4 of this Contract in "as is" condition as of the date of this Contract, subject to normal wear and tear to the date of closing. Buyer will continue police and fire protection as now exists to the Property and may, in its discretion, enter upon the Property and board up the doors, windows and entrances to the Property for the protection of the same between the date of this Contract and the time of closing.

8. Seller's Representations. Seller has made no representation concerning the Property upon which Buyer relies other than those set forth in this Contract. Seller represents:

- a. It will continue normal lawn mowing, leaf raking and snow removal on the grounds of the Property until the closing.
- b. It is aware of no violation of any municipal regulation or ordinance affecting the Property and is aware of no violation of any covenant or restriction affecting the Property.
- c. The Property will be delivered in its present condition at the closing, subject to ordinary wear and tear up to the time of closing, together with all available keys to the Property.
- d. If requested by Buyer prior to the closing, Seller will furnish Buyer with an affidavit relative to the non-existence of mechanics liens.

9. Damages to Property. Until closing the Seller will continue in effect its existing fire and hazard insurance on the

Property. In the event of substantial damage to the buildings on the Property by fire or other casualty prior to the Closing. Buyer will take from the Seller an assignment of any amounts that may become due under the Seller's insurance policy and will close without any change in the purchase price. Any damage costing less than \$1,000.00 to repair shall not be considered substantial, shall be repaired at Seller's expense, and the Contract shall remain in effect.

10. Brokers. Buyer represents that Emil J. Morey Associates, Danbury, Connecticut were the only brokers or salespersons who brought the Property to its attention or negotiated the sale. Seller will pay Emil J. Morey Associates an agreed upon commission upon closing. Seller is signing this Contract in reliance upon the representation that no other brokers or agents brought the Property to their attention or to the attention of their representatives, or interested the buyer or its representatives in the Property, or in any manner dealt with it or them with respect to the Property.

11. Marketable Title. If the Seller is unable to convey to the Buyer marketable title of record subject only to the encumbrances set forth in this Contract (including Exhibit A), Buyer may elect to accept such title as the Seller is able to convey, with no change in the purchase price, or to cancel this Contract. If the Buyer elects to cancel, it must notify Seller in writing. Seller shall have the right to postpone the closing for not more than ninety (90) days from receipt of such notice to cancel for the purpose of curing the

defects within that time, it shall return to Buyer all payments made by Buyer to Seller together with a reasonable fee not exceeding \$2,500.00 incurred by Buyer for a title search. Title shall not be considered unmarketable if the Standards of Title of the Connecticut Bar Association recommend that no corrective or curative action is necessary for a title irregularity which is similar to that found by the search of the Property. Further, title shall not be unmarketable if the Buyer is able to obtain affirmative title insurance insuring over irregularity.

The Seller has contracted with the Kelsey Company to have that Firm search the title to the subject property and to provide the Buyer and the Seller and Buyer's counsel each with a Certificate of Title relating to same. As partial consideration, the Buyer has agreed to reimburse the Seller for one-fourth of the cost of said title search, not to exceed a cost to the Buyer of \$2,500.00.

12. Closing. The closing of title shall be held at the office of the Corporation Counsel in Danbury, Connecticut, or at such other place as the parties may agree upon. The closing shall take place on September 30, 1985 or such other date to which the parties may agree. Seller will deliver a check for the Connecticut Conveyance Taxes, if applicable, and for recording fees for any releases to the Buyer at the closing.

13. Oral Statements and Binding Effect. This Contract and its attachments and exhibits constitute the entire agreement of the parties and no oral statements or understandings not reduced to writing in this Contract shall be binding or of any effect. This Contract shall be binding upon and shall benefit the heirs, legal representatives, and the successors and assigns of the parties.







36

## CITY OF DANBURY

DANBURY, CONNECTICUT 06810

THEODORE H. GOLDSTEIN  
CORPORATION COUNSEL

ERIC L. GOTTSCHALK  
SANDRA V. LEHENY  
LAWRENCE M. RIEFBERG

ASSISTANT CORPORATION  
COUNSEL

August 6, 1985

PLEASE REPLY TO:

P. O. Box 1261  
DANBURY, CT 06810

Mrs. Constance A. McManus, President  
Common Council, City of Danbury  
155 Deer Hill Avenue  
Danbury, CT 06810

Re: C. D. Parks Co.

Dear Mrs. McManus:

The proposed real estate contract for the sale of C. D. Parks Co. property appears as Item 036 on the agenda of the Common Council for its meeting of this evening, August 6, 1985. Pursuant to agreement with counsel for the C. D. Parks Co., I attach hereto revised Page 2 of Exhibit A of said contract.

I trust that you will be able to act upon the same in a favorable manner this evening.

Very cordially yours,

Theodore H. Goldstein  
Corporation Counsel

THG:cr

Attachment

EXHIBIT A

Description of Property To Be Conveyed By The C. D. Parks Company  
To The City of Danbury. Certain Encumbrances.

"The Property" consists of 530 acres of land, more or less,  
together with all buildings structures and improvements thereon,  
all hereditaments and appurtenances pertaining thereto and any  
interest of Seller in the adjoining public or private roads or  
rights-of-way, located in Danbury, Connecticut and shown and  
delineated as Parcels A, B and C on the sketch map annexed hereto  
and forming a part hereof, dated 3/29/71 and prepared by Goodfellow-  
Ashmore Agency. Parcel D shown on said sketch map is not included  
in this transaction.

Excluded from "The Property" are the following pieces or  
parcels of land shown on said map:

1. Property of Peter Jennings and Cynthia P. Jennings at  
25 and 27 Brushy Hill Road, Danbury, Connecticut, which property was  
conveyed to them by the following deeds in the Danbury Land Records:

Volume 331, Page 432, dated June 11, 1958

Volume 579, Page 1028, dated April 9, 1975

Volume 635, Page 507, dated February 15, 1980

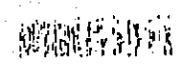
first two above parcels  
the/shown on Maps 2217 and 3060 in the Town Clerk's Office in  
Danbury.

2. Property of William A. Jennings and Linda S. Jennings  
at 23 Brushy Hill Road, Danbury, Connecticut, conveyed to them by  
Warranty Deed dated May 3, 1983 and on record in Volume 678, Page 331  
in the Town Clerk's Office in said Danbury.

3. Property of Jane H. Jennings at 70 Brushy Hill Road, Danbury, Connecticut, which real property was conveyed to her by Quit Claim Deed from Richard D. Jennings, Jr., dated May 17, 1967 and recorded in Volume 449, Page 233 of the Danbury Land Records. Said land is shown as Parcel A on "Map Prepared For Richard and Jane Jennings, Danbury, Conn.", dated December 3, 1984, certified substantially correct by William E. Riordan, L.S., and on Map 3822 in the office of the Town Clerk of Danbury.

4. The "Property" is to be conveyed to the City of Danbury subject to the following, which may or may not constitute encumbrances, in addition to those matters set forth or referred to in Paragraph 5 of the Contract:

(a) and (b). Easements in favor of the Town of Danbury, its successors and assigns, for the maintenance, repair, rebuilding etc. of transmission lines and hazard beacons No. 8 and No. 9,



Danbury Municipal Airport, Danbury, Connecticut, as shown on maps prepared by John F. Green, Civil Engineer, on file with the Town Clerk of Danbury.

(c) There are a number of existing month-to-month tenancies affecting various buildings on the "Property". A list of these has been furnished to Buyer. Promptly upon execution and delivery of this Contract, if so requested by Buyer, Seller will notify in writing all month-to-month tenants to vacate the portion of the "Property" occupied by them not later than Sept. 30, 1985 and, in the event of their failure to vacate as demanded, will follow this up with a Summary Process proceeding and prosecute the same vigorously. Otherwise, Buyer will accept title subject to rights of existing tenants.

(d) Such other encumbrances, restrictions, easements and covenants as may of record appear, provided the same do not render title unmarketable, or make the property unusable for the Buyer's purposes.



It is intended to enlarge the holdings of William A. Jennings and Linda S. Jennings, prior to the time of closing, to give them a lot 150 feet wide, fronting on Brushy Hill Road and 300 feet deep. The exact area will be surveyed and a copy of the survey will be annexed to this Agreement. This area will be quit-claimed to William A. Jennings and Linda S. Jennings by Seller prior to the closing with the City of Danbury.

3. Property of Jane H. Jennings at 70 Brushy Hill Road, Danbury, Connecticut, which real property was conveyed to her by Quit Claim Deed from Richard D. Jennings, Jr., dated May 17, 1967 and recorded in Volume 449, Page 233 of the Danbury Land Records. Said land is shown as Parcel A on "Map Prepared For Richard and Jane Jennings, Danbury, Conn.", dated December 3, 1984, certified substantially correct by William E. Riordan, L.S., and on Map 3822 in the office of the Town Clerk of Danbury.

Prior to the time of closing, Seller intends to Quit Claim title to Parcel B, shown on said map, and consisting of 1.363 acres, to Richard and Jane Jennings.

4. The "Property" is to be conveyed to the City of Danbury subject to the following, which may or may not constitute encumbrances, in addition to those matters set forth or referred to in Paragraph 5 of the Contract:

(a) and (b). Easements in favor of the Town of Danbury, its successors and assigns, for the maintenance, repair, rebuilding etc. of transmission lines and hazard beacons No. 8 and No. 9,



38

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

August 6, 1985

## REPORT

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

Re: Request for funds for students to attend summer sessions at Wesleyan University.

The committee met at 7:00 P.M. on July 30, 1985 in room 432 at City Hall. Present were committee members A. Cassano, C. Torcaso and N. Zotos.

The committee reviewed the petition and the Center for Creative Youth program. The committee thought that the program was laudable but held the opinion that the basic fiscal responsibility for programs of this type must lie with the parents.

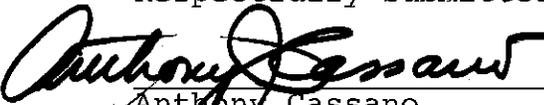
The committee also wished to avoid the possibility of establishing a precedent of City funding for programs considered to be mainly directed to the private sector.

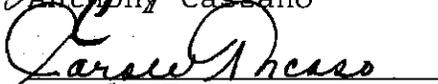
Councilwoman Torcaso moved that the committee recommend to the Common Council that the request for funding be regretfully denied.

Councilman Zotos seconded the motion and there was unanimous approval.

The meeting was adjourned at 7:15 P.M.

Respectfully submitted

  
Chairman  
Anthony Cassano

  
Carole Torcaso

\_\_\_\_\_  
Nicholas Zotos



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

August 6, 1985

REPORT

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

The committee appointed to review a request for a grant to Danbury Safe Rides met on June 19 and on July 16, 1985.

Present were Council Members Foti, Sollose and Flanagan. Representing Safe Rides were Kevin Starke, Joseph White, Lisa Perschino, Mark Schwartz, Hillel Goldman, Jeff Ward of the Danbury Jaycees and Mary Jane Brenc, Adult Advisor to Danbury Safe Rides.

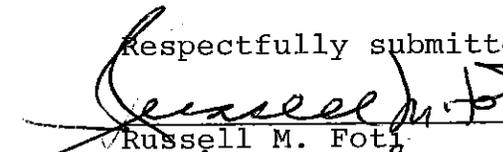
Sponsored by the Danbury Jaycees, Danbury Safe Rides was incorporated in February, 1983 and had its first night of operation on April 21, 1983. Danbury was one of the first six cities in the U.S.A. to have such a program, and every State now has at least one chapter.

The organization's purpose is to provide transportation to youths aged 21 or less who feel they are too intoxicated to drive themselves, and have the good sense to seek help.

The Grant would be applied toward upgrading their publicity program, equipment (radios), membership drive, and membership incentives - (Awards, Elimination of Dues, etc.).

Councilman Flanagan moved to recommend to the Common Council that Danbury Safe Rides be awarded a Grant of \$5,000. Motion seconded and carried unanimously. All committee members voting "Aye".

Respectfully submitted

  
Chairman  
Russell M. Foti

  
Stephen Flanagan

  
Donald Sollose



✓ 039

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

DEPARTMENT  
OF FINANCE

June 27, 1985

1985-1986 Budget

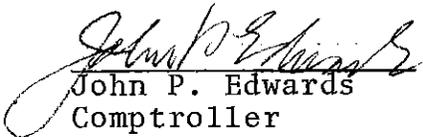
TO: Common Council via  
Mayor James E. Dyer

Certification #1

FROM: John P. Edwards

We hereby certify the availability of \$5,000.00 in the Contingency Account (1985-1986 fiscal year) to be transferred to a new account (Danbury Safe Rides, Inc.) to be added to the grants section of the budget. It is our understanding that the appropriate contract will be executed between the city and Danbury Safe Rides, Inc. as specified by the grants oversight committee of the Common Council.

Balance of Contingency Acct.	\$904,000.00
Less this request	5,000.00
	<u>\$899,000.00</u>

  
John P. Edwards  
Comptroller

JPE/af



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

August 6, 1985

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

Re: Property on Liberty Street and other locations.

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

After some discussion it was the feeling of the committee that this request was premature and should be made by the proposed new owners.

Councilman Foti motioned to deny without prejudice. Seconded by Councilman Flanagan. The vote was unanimous. Meeting adjourned at 9:45 P.M. on July 30, 1985.

Respectfully submitted

Bernard Gallo Chairman  
Bernard Gallo

Edward Torian  
Edward Torian

ABSTAINED  
Nicholas Zotos

Joseph Durkin  
Joseph Durkin

Stephen Flanagan  
Stephen Flanagan

Russell Foti  
Russell Foti

Carole Torcaso  
Carole Torcaso



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

August 6, 1985

## PUBLIC WORKS COMMITTEE REPORT

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

Re: Road Improvement Program: Hayestown Avenue, Walnut Street and Rowan Street Extension.

The Public Works Committee reviewed the plan for the proposed road improvements on Hayestown Avenue, Walnut Street and Rowan Street Extension. The plan was found to be a viable method of facilitating traffic flow in that part of town. This plan will necessitate the acquisition of some property and various easements in the area. We therefore recommend the approval of the plan and the authorization of the Corporation Counsel to obtain the necessary easements and properties.

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

mr



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

August 6, 1985

## PUBLIC WORKS COMMITTEE REPORT

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

Re: Road Improvement Program: Hayestown Avenue, Walnut Street and  
Rowan Street Extension.

The Public Works Committee reviewed the plan for the proposed road improvements on Hayestown Avenue, Walnut Street and Rowan Street Extension. The plan was found to be a viable method of facilitating traffic flow in that part of town. This plan will necessitate the acquisition of some property and various easements in the area. We therefore recommend the approval of the plan and the authorization of the Corporation Counsel to obtain the necessary easements and properties.

Respectfully submitted

\_\_\_\_\_  
Joseph DaSilva, Chairman

\_\_\_\_\_  
Constance McManus

\_\_\_\_\_  
Anthony Cassano

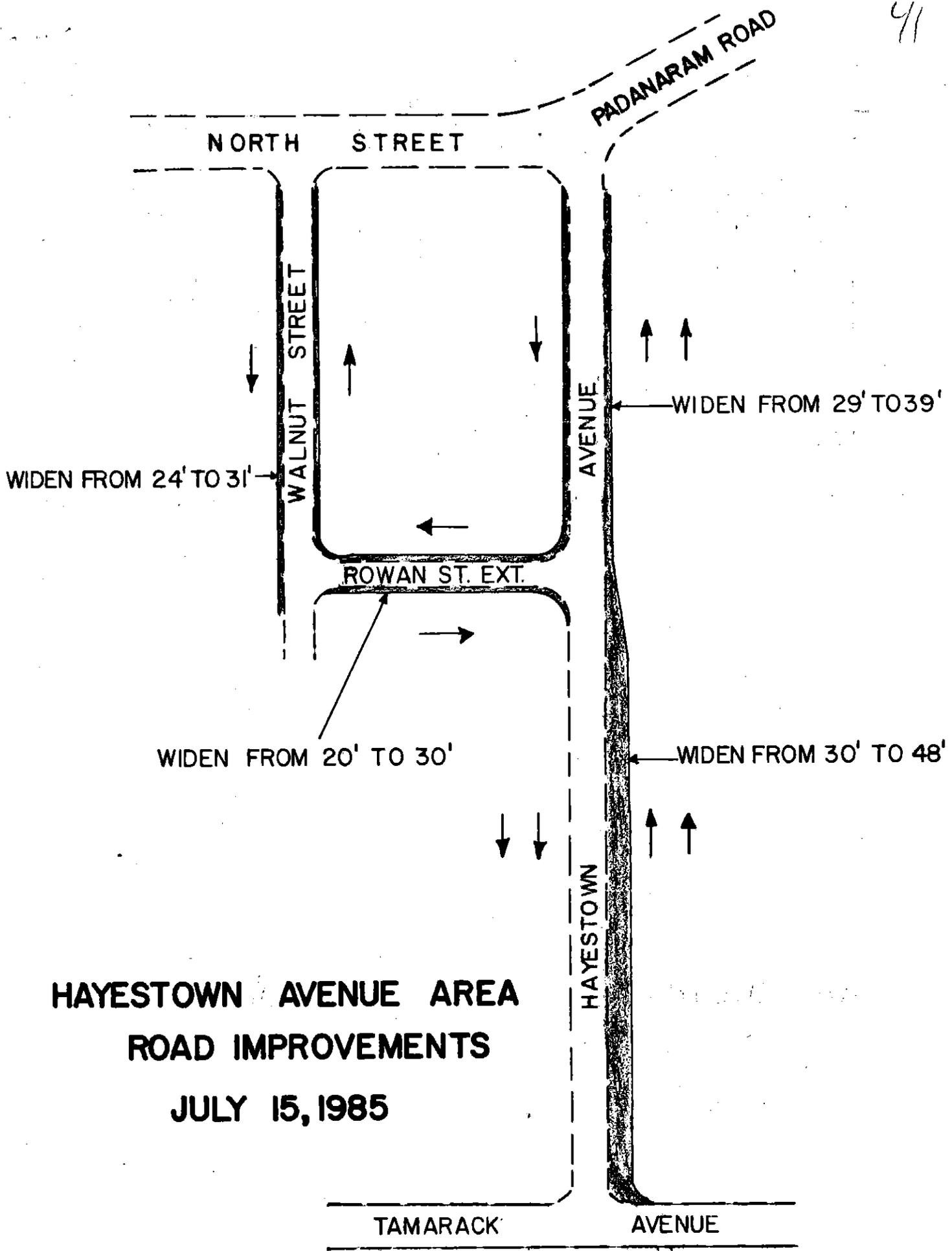
\_\_\_\_\_  
Mounir Farah

\_\_\_\_\_  
Carole Torcaso

\_\_\_\_\_  
John Esposito

\_\_\_\_\_  
Gene Eriquez

mr



**HAYESTOWN AVENUE AREA  
ROAD IMPROVEMENTS  
JULY 15, 1985**



42

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

August 6, 1985

## PUBLIC WORKS COMMITTEE REPORT

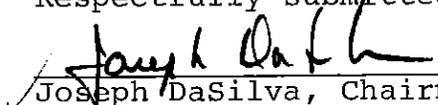
Honorable Mayor James E. Dyer  
Honorable Members of the Common Council

Re: Recycling Center.

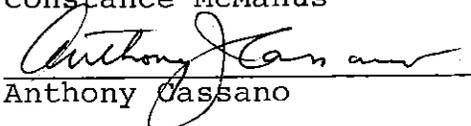
The Public Works Committee studied several proposals to run the recycling center at the City landfill. This position became available when the operator for the past several months was relieved of his duties as of July 1, 1985.

After careful consideration the committee voted to recommend the appointment of A. J. Novella Sanitation as the director of the Recycling Center, pending the development of a contract between the appointee and the City of Danbury, through the Public Works Department. This contract will insure the proper operation of the facility, handling all prescribed materials, keeping an efficient and tidy facility, and the taking of some demolition materials. The committee feels that Mr. Novella is well qualified and will do an excellent job.

Respectfully submitted

  
Joseph DaSilva, Chairman

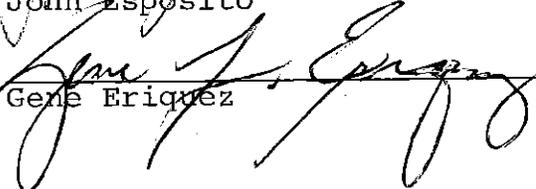
  
Constance McManus

  
Anthony Cassano

Mounir Farah

  
Carole Torcaso

  
John Esposito

  
Gene Enriquez

mr



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

August 6, 1985

## PUBLIC WORKS COMMITTEE REPORT

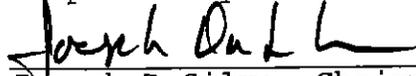
Honorable Mayor James E. Dyer  
Honorable Members of the Common Council

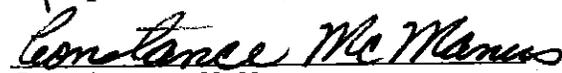
Re: Paving problem on Garry Knolls Street.

The Public Works Committee studied a request from a resident of Garry Knolls Street concerning a paving problem on his street. It appears that after the installation of a sanitary sewer line, the repaving of the road was a few inches short of the original pavement. This caused water to drain in a small gully that resulted.

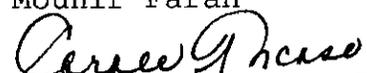
The Superintendent of Highways, E. Fusek, reported that his department would pave this section, as well as a lip on the driveway which should solve the problem. The Public Works Committee reports that when this is accomplished, no further action will be needed at this time.

Respectfully submitted

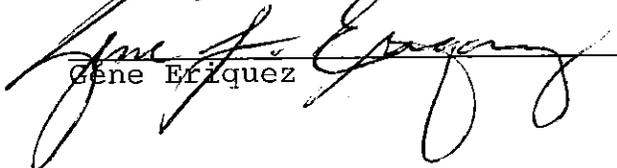
  
Joseph DaSilva, Chairman

  
Constance McManus

  
Anthony Cassano

Mounir Farah  
  
Carole Torcaso

  
John Esposito

  
Gene Eriquez

mr

44 ✓  
RECEIVED

MAR 7 1985

OFFICE OF CITY CLERK

1628 Foxridge Court

Middleton, WI 53562

608 831-6848

March 4, 1985

City Council

155 Deer Hill Avenue

Danbury, CT 06810

Dear Sirs:

The city of Danbury owns a property on Driftway Road just north of Pfenders at 40 Driftway and south of Holts at 48 Driftway, acquired through back taxes. I think the previous owner of this half acre was Jowdy Realty Corp., R. P. Jowdy. We are interested in buying the land as we own a rear lot there. Having made numerous calls to town hall, we were directed to you.

Is the land for sale? What do we have to do to make a bid?

Your help is appreciated.

Sincerely,

*Virgil L. Broering*

Virgil L. Broering



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

August 6, 1985

PUBLIC WORKS COMMITTEE REPORT

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

Re: Request to purchase City property on Driftway Road.

The Public Works Committee studied a request to purchase a parcel of City owned property on Driftway Road. An on-site inspection of the land was performed and an approval was received from the Planning Commission. A report from the City Engineer stated that the parcel is a building lot. The Public Works Director indicated that the land was of no particular use to the City. The lot was obtained by the City for non payment of taxes.

Because of the information presented above and the desire to place the parcel of land in question back on the tax rolls, the Public Works Committee recommends the sale of Lot #3, Driftway Heights - a.k.a. Assessors lot number D-14083. The upset price for the sale of this land to be set by the Tax Assessor.

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



45

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

August 6, 1985

## PUBLIC WORKS COMMITTEE REPORT

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

Re: Drainage problem on South Avenue.

The Public Works Committee reviewed a petition from residents of South Avenue to alleviate a drainage problem on their street. Flooding occurs here because it is a low spot in the area and because of a high water table. Public Works Department personnel reported that the installation of drains on the street will be quite expensive, approximately \$83,000 and will be of little value. They proposed however, that they install a blind ditch at the North end of Rogers Park which will help alleviate the flooding in the back yards on the West side of South Ave.

The committee realizes a similar problem in the back yards on the East side of the street, but recognizes that the City has no jurisdiction there because it is completely private property. No appropriation is needed for the impending work as it will be performed by the Public Works Department through their regular budget.

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

mr

# STATE OF CONNECTICUT

## DEPARTMENT OF REVENUE SERVICES



JOHN G. GROPPPO  
COMMISSIONER

### 1985 CONNECTICUT NEIGHBORHOOD ASSISTANCE ACT

The Connecticut Neighborhood Assistance Act is in effect again this year. This act provides tax credits to businesses which support community programs that have received prior municipal approval. These programs can include such areas as crime prevention, energy assistance, education and job training, and programs specifically for the elderly, handicapped or disadvantaged.

Municipalities interested in participating in 1985 must submit all program proposals and the date of the required public hearing to the Department of Revenue Services on or before September 1, 1985. Each program proposal must be detailed on one of the enclosed Neighborhood Assistance Act forms.

Businesses may elect to sponsor community programs between October 1 and December 1, 1985.

Please contact Victoria Dirienzo at 566-7074 or Susan Broderick at 566-3849 for additional information.



# CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

KEITH J. COLGAN

ADMINISTRATIVE ASSISTANT TO THE MAYOR

April 19, 1985

Mr. David Nurnberger  
United Way of Northern Fairfield County  
342 Main Street  
Danbury, Connecticut 06810

Dear Dave:

Please find enclosed the 1985 Connecticut Neighborhood Assistance Act application package.

I sincerely appreciate your assistance in completing the individual applications.

If you would please return the enclosed to me by June 15, 1985, I will provide them to the Common Council for the July agenda.

Sincerely yours,

Keith J. Colgan  
Administrative Assistant to the Mayor

KJC:sls

Enclosure

Mary R

46  
7/2/85

Dear Mrs. McManus and members of the Common Council:

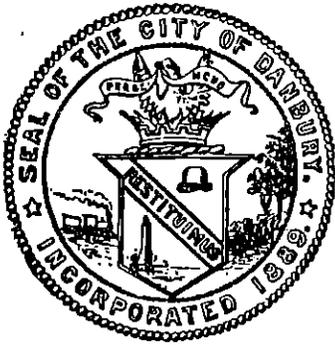
The Connecticut Neighborhood Assistance Act is in effect again this year. This act provides tax credits to businesses which support community programs that have received prior municipal approval.

Enclosed is the 1985 Connecticut Neighborhood Assistance Act application package. The Department of Revenue Services requires a public hearing addressing these proposals, as well as a meeting of the Common Council approving these program proposals, on or before September 1, 1985. A copy of the resolution approving these programs along with the application package will also need to be sent to the Department of Revenue Services on or before September 1, 1985.

Sincerely yours,  
BR

# RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT



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

RESOLVED by the Common Council of the City of Danbury:

Whereas, The Connecticut Neighborhood Assistance Act provides tax credits to businesses which support community programs that have received prior municipal approval; and

Whereas, the City of Danbury is interested in participating in this program;

NOW THEREFORE BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF DANBURY THAT THE 1985 CONNECTICUT NEIGHBORHOOD ASSISTANCE ACT APPLICATION PACKAGE ATTACHED, BE APPROVED, AND THAT MAYOR JAMES E. DYER BE AUTHORIZED TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY .

PROGRAM DESCRIPTION -

DYS, Inc. is the officially designated Youth Service Bureau for the City of Danbury. The Agency operates a variety of counseling and supportive services for adolescents with mental health, substance abuse and juvenile justice related problems. DYS receives funds from local, state and federal government agencies and is responsible for maintaining rigid financial controls over these resources. Additionally, the Agency is responsible for collecting detailed information on program activities and clients. All financial and programmatic affairs are manually recorded and analyzed, requiring an extensive amount of time and energy.

It is clear that DYS has reached a point in its development where, in order to more expertly operate financial and program affairs, computerized systems are needed. The use of computers will greatly enhance the ability of staff to more accurately and creatively make use of program information and more efficiently manage financial matters.

# FOR YOUR INFORMATION



46

**United Way**

of Northern  
Fairfield County

P.O. Box 195  
Danbury, Connecticut 06810  
Phone: (203) 792-5330

## MEMORANDUM

**TO:** United Way Affiliate Members

**FROM:** David W. Nurnberger  
President and Chief  
Professional Officers

**SUBJ:** 1985 Connecticut Neighborhood Assistance Act

May 2, 1985

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Again this year the City of Danbury has asked us to help administer the Neighborhood Assistance Act.

If your organization is interested in submitting a proposal, please complete in type written form the enclosed application and return it no later than May 31, 1985. Your proposal will then be forwarded to the City of Danbury for consideration by the Common Council in July.

Please call me at 792-5330 should you have any questions.

DWN:mrs

Enclosure

**LIST RESIDENCE**

*of the JEWISH HOME for the ELDERLY of FAIRFIELD COUNTY*

175 JEFFERSON STREET  
FAIRFIELD, CONNECTICUT 06432  
PHONE: (203) 374-9461

- ALBERT A. LIST  
honorary chairman
- DAVID GOLDSTEIN  
honorary president
- CARL BENNETT
- SIDNEY EDER
- HAROLD HOFFMAN\*
- HON. SAMUEL MELLITZ\*
- MICHAEL STEINBERG
- WILLIAM H. TANDET
- HON. ARCHIBALD H. TUNICK
- IRVING WEITZ\*
- honorary directors for life
- ROBERT J. ASHKINS  
president
- WILLIAM E. KANTER
- MAURICE KAUFMAN, M.D.
- JULIUS B. KURIANSKY
- GEORGE LIPTON
- LOUIS LOTSTEIN
- JEROME S. SIEBERT  
past presidents
- ROBERT DRIESEN
- MAURICE HOFFMAN
- JACK MARCUS
- HARRY SHEKETOFF
- ROBERT TEMKIN
- E. JACK WOFSEY  
vice-presidents
- RICHARD WISE  
treasurer
- LAWRENCE GREENHAUS
- MURRAY MEYERS
- LEONARD SREBNICK  
assistant treasurers
- ROBERT LEVY  
corresponding secretary
- RICHARD SILVER  
recording secretary
- LOIS GORBACH  
president, women's auxiliary
- DENNIS J. MAGID  
executive director

\*deceased

June 18, 1985

Mr. Keith Colgan  
Office of the Mayor  
155 Deerhill Avenue  
Danbury, CT 06810

Dear Mr. Colgan:

The Jewish Home for the Elderly of Fairfield County is again seeking entrance into this year's Neighborhood Tax Assistance Program. We have complied with State regulations and completed an application form for each project to be submitted in this year's Program. Enclosed, as per your request, please find one (1) copy of each application, along with a copy of our original proposals for the year 1985-1986.

The Jewish Home is very interested in participating in this worthwhile program and would appreciate hearing from you as soon as your town has approved our application.

Sincerely,

*Julie Bender*

Julie Bender  
Administrative Intern

JB:lm  
Enclosure

EXHIBIT B

PROGRAM PROPOSAL FORM

Agency: The Jewish Home for the Elderly of Fairfield County  
Address: 175 Jefferson Street  
 Fairfield, Connecticut 06432  
Telephone: 203-374-9461  
Director: Dennis J. Magid  
Board President: Robert J. Ashkins

PROPOSAL - GERONTOLOGICAL RESEARCH

Concept: In accordance with the National Institute of Health guidelines, the Home's administration and medical staff believe strongly in the need for gerontological research to be continued in the following areas: Alzheimer's Disease, the multi-disciplinary approach to patient care, understanding the aging process - physiologically, sociologically and spiritually. These projects, some of which may be in collaboration with Yale University, are extremely costly. Government money, both in the form of Medicare/Medicaid monies and research funding, is continuously under the threat of major cutbacks, therefore leaving the Home no choice but to seek outside funding sources. This research is crucial to a population that is living longer, yet suffering from many more debilitating diseases.

Total Investment Needed: \$100,000

Neighborhood to be Served: Fairfield County

Type of Service: Community Service

The percent of handicapped directly served by this Program 80%.  
 The percent of population under 150% of the poverty level to be directly served by this program 80%.

PROGRAM PROPOSAL FORM

Agency: The Jewish Home for the Elderly of Fairfield Cou  
Address: 175 Jefferson Street  
Fairfield, Connecticut 06432  
Telephone: 203-374-9461  
Director: Dennis J. Magid  
Board President: Robert J. Ashkins

PROPOSAL - SATELLITE ADULT DAY CARE CENTER

Concept: Increased demand for an Adult Day Care Center in the Stamford-Greenwich community has led the Jewish Home to open a satellite center in the Stamford Jewish Community Center. The majority of program participants have serious memory impairments, most often of the Alzheimer's type. These individuals do not fit into the existing adult activities offered in this area. This type of dementia requires close supervision, in order to ensure that the elderly receive the most from this experience. Unfortunately, this, as many other services for the elderly, is not reimbursable by any government sources.

Total Investment Needed: \$30,000

Neighborhood to be Served: Fairfield County

Type of Service: Community Service

The percent of handicapped directly served by this Program 80%.  
The percent of population under 150% of poverty level to be directly served by this program 80%.

EXHIBIT B

PROGRAM PROPOSAL FORM

Agency: The Jewish Home for the Elderly of Fairfield Count  
Address: 175 Jefferson Street  
Fairfield, Connecticut 06432  
Telephone: 203-374-9461  
Director: Dennis J. Magid  
Board President: Robert J. Ashkins

PROPOSAL - COMPUTERIZATION PROJECT

Concept: The computerization of each nursing station would maximize nursing productivity and improve quality of care by allowing nurses to spend more time giving actual hands-on patient care, thereby lessening needless, repetitive, paperwork functions. This computerized system is a necessary component in both keeping current patient data sets, and past patient records which are easily storable on microfiche. It will also be critical in keeping accurate Resident data sets for further gerontological research done at the Home.

Total Investment Needed: \$100,000

Neighborhood to be Served: Fairfield County

Type of Service: Community Service

The percent of handicapped directly served by this program 80%  
The percent of population under 150% of poverty level to be served directly by this program 80%

EXHIBIT B

PROGRAM PROPOSAL FORM

Agency: The Jewish Home for the Elderly of Fairfield County

Address: 175 Jefferson Street  
Fairfield, Connecticut 06432

Telephone: 203-374-9461

Director: Dennis J. Magid

Board President: Robert J. Ashkins

PROPOSAL - MANAGEMENT DEVELOPMENT PROGRAM

Concept: The Management Development Program is designed to help upgrade management effectiveness of Department Heads and supervisory personnel who are committed to giving the highest quality of care to the frail elderly Residents of the Home. The primary goals of the Program include: Increased professional growth and knowledge of management staff, to identify and learn new supervisory management ideas and to help develop new and innovative techniques in solving everyday management problems of a geriatric facility. These funds will be used to present outside professionals to our 40-45 managers, with an average of ten (10) programs per year.

Total Investment Needed: \$10,000

Neighborhood to be Served: Fairfield County

Type of Service: Community Service

The percent of handicapped directly served by this Program 80%  
The percent of population under 150% of poverty level to be directly served by this program 80%

EXHIBIT B

PROGRAM PROPOSAL FORM

Agency: The Jewish Home for the Elderly of Fairfield County  
Address: 175 Jefferson Street  
 Fairfield, Connecticut 06432  
Telephone: 203-374-9461  
Director: Dennis J. Magid  
Board President: Robert J. Ashkins

PROPOSAL - LARGE LAMINATING MACHINE

Concept: This machine and related supplies will enable our Residents to enjoy and participate in many more educational and recreational activities. Song sheets, religious materials, games, menus and identification badges will become easier to read and easier to physically grasp. Duplication of these materials will rarely be necessary since the processed items will become permanent. Certificates and Awards of merits for our Residents will also be made up and distributed much more easily.

Total Investment Needed: \$900.00

Neighborhood to be Served: Fairfield County

Type of Service: Community Service

The percent of handicapped directly served by this program: 80%  
 Percent of population under 150% of poverty level to be directly served by this program 80%

EXHIBIT B

PROGRAM PROPOSAL FORM

Agency: The Jewish Home for the Elderly of Fairfield County  
Address: 175 Jefferson Street  
Fairfield, Connecticut 06432  
Telephone: 203-374-9461  
Director: Dennis J. Magid  
Board President: Robert J. Ashkins

PROPOSAL - C.B. RADIOS ( TO BE INSTALLED IN VANS)

Concept: These three radios are to be used in wheelchair vans and in our Resident Bus. This will enable our staff to be in immediate contact with emergency services required by our Residents while in transit. Both staff and our Residents will gain added security thereby alleviating unnecessary time lost.

Total Investment Needed: \$700.00

Neighborhood to be Served: Fairfield County

Type of Service: Community Service

The percent of handicapped directly served by this Program 80%.  
Percent of population under 150% of poverty level to be directly served by this Program: 80%

EXHIBIT B

PROGRAM PROPOSAL FORM

Agency: The Jewish Home for the Elderly of Fairfield County  
Address: 175 Jefferson Street  
 Fairfield, Connecticut 06432  
Telephone: 203-374-9461  
Director: Dennis J. Magid  
Board President: Robert J. Ashkins

PROPOSAL - Aquarium and Related Supplies :

Concept: The installation of aquariums throughout the skilled nursing units would be an excellent and therapeutic way to increase Resident perception and awareness. These tanks, which would be filled with color tropical fish, will serve as excellent modes of relaxation therapy for our Residents.

Total Investment Needed: \$5,000

Neighborhood to be Served: Fairfield County

Type of Service: Community Service

The percent of handicapped directly served by this program 80%  
The percent of population under 150% of poverty level to be directly served by this program: 80%

EXHIBIT B

46

PROGRAM PROPOSAL FORM

Agency: The Jewish Home for the Elderly of Fairfield County  
Address: 175 Jefferson Street  
Fairfield, Connecticut 06432  
Telephone: 203-374-9461  
Director: Dennis J. Magid  
Board President: Robert J. Ashkins

PROPOSAL - WHEELCHAIR VANS

Concept: To purchase two wheelchair vans for transportation of wheelchair-bound Residents outside of the Home. These vans would provide Residents with limited mobility, an opportunity to experience various community activities and events previously unavailable to them. These individuals, who without special transportation vehicles experience an unchanging environment, would be exposed to outside stimuli on a regular basis, thus enhancing the overall quality of their lives.

One van would be utilized by the Sheltered Workshop (Work Center) Program to transport materials to and from vendors. The program provides elderly individuals with an opportunity to improve their feelings of self-worth and dignity, to increase their feelings of independence to improve role identity while earning wages in a therapeutic work environment. The workshop contracts with local businesses and industries to perform such tasks as assembly, packaging and the complete operation for third class mailing. The van will enable us to meet the increasing demands of our vendors for pick-ups and deliveries.

G.M.C. van requirements: 3/4 ton - window van, 24" raised top, Wheelchair lift (hydraulic), plywood floor, tie downs for four wheelchairs and Air conditioning

Total Investment Needed: \$50,000

Neighborhood to be Served: Fairfield County

Type of Service: Community Service

The percent of handicapped directly served by this Program 80%  
The percent of population under 150% of poverty level to be directly served by this program: 80%



# STATE OF CONNECTICUT

## DEPARTMENT OF REVENUE SERVICES

OFFICE OF THE  
COMMISSIONER

July 1, 1985

### CONNECTICUT NEIGHBORHOOD ASSISTANCE ACT

This is to notify you that Public Act 85-388 has been signed by Governor O'Neill. This Act increases the overall cap on business tax credits available under the Connecticut Neighborhood Assistance Act from 1.5 million to 2 million dollars. This increase will be effective for the 1985 Neighborhood Assistance Act Program.

Any questions concerning this matter should be directed to either Victoria Dirienzo at 566-7074 or Susan Broderick at 566-3849.



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

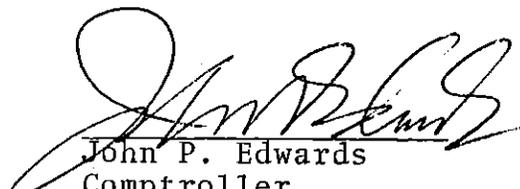
DEPARTMENT  
OF FINANCE

May 31, 1985

TO: Common Council via Certification #30  
Mayor James E. Dyer

FROM: John P. Edwards

We hereby certify the availability of \$50,000.00 in the Worker's Compensation line item of the Insurance and Official Bond Premium Budget Account #02-09-160-076600 to be transferred to the Capital Budget line item for Ives Street Area Improvements Account #02-11-000-850006.

  
John P. Edwards  
Comptroller

JPE/af

DAVID F. BENNETT  
ATTORNEY AT LAW  
152 DEER HILL AVENUE  
SUITE 114  
DANBURY, CONNECTICUT 06810  
(203) 797-9888

Also Admitted in  
District of Columbia  
Florida

June 19, 1985

Ms. Constance McManus  
President  
Common Council-City of Danbury  
155 Deer Hill Avenue  
Danbury, Connecticut 06810

RE: Common Council-Special Meeting June 20, 1985

Dear Ms. McManus:

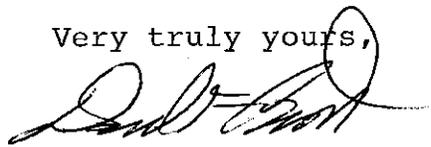
I represent Guido and Guiliana Cardinale, owners of property located at 3 Post Office Street, Danbury, Connecticut, and Cardinale Auto Repair, Inc., the tenant of the Cardinales', for this property. The Common Council has on the June 20, 1985 agenda a Report #04, "Ives Street Project Funding" which will adversely affect both of my clients' interest.

The purpose of this correspondence is to request the opportunity to address the Common Council prior to consideration of the Report.

I will be in attendance and look forward to the opportunity to address the full Council. I will certainly keep my remarks brief.

Thank You.

Very truly yours,



David F. Bennett



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

June 20, 1985

REPORT

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

Re: Revitalization of Ives Street.

The Committee appointed to review the Revitalization of Ives Street, met at 8:30 P.M. June 13, 1985 in the Mayor's Conference Room at City Hall. In attendance were Council Members Gallo, McManus & DaSilva and Planning Director Len Sedney.

Mr. Sedney led the meeting off by explaining to the committee what the Planning Department's request was about. Mr. Sedney explained as part of the Ives Street Area Revitalization Project, a pedestrian way is intended to be constructed on Post Office Street. This pedestrian way will be of red and grey brick with flowers and shrubs for dressing.

The money requested at this time is to be used to close off Post Office Street and complete phase one of this project. Phase one will be approximately 100 feet long starting from Main Street. Mr. Sedney also explained the reason for constructing the Post Office Street Project in two phases, is to allow the Cardinale Auto Repair Inc. of 3 Post Office Street, the time needed to complete their new building and vacate the Post Office Street building.

At this time Councilwoman McManus moved to suspend the rules. Councilman DaSilva seconded the motion which passed unanimously. The reason for this motion was to allow Attorney Bennett and his clients Richard and Alex Cardinale to express their concerns.

The main concerns of the Cardinales are the delivery trucks to Benedicts, blocking their driveway and their customers being able to drive into their repair shop. Mr. Sedney stated the remainder of Post Office Street that wasn't being developed would become a two way street entering and exiting on Ives Street. Mr. Sedney also said he would speak to Benedicts about their deliveries being at a set time, preferably before 9:00 A.M. Mr. Sedney also stated the City would have a construction supervisor on the construction site and he would be instructed not to allow any construction equipment to block the entrance to the Cardinale Auto Repair Shop.

At this time Councilwoman McManus moved to recommend to the Common Council that phase I of the Ives Street Revitalization Project be approved and the allocation of \$50,000 also be approved. Councilman DaSilva seconded the motion which passed unanimously. Meeting adjourned at 10:00 P.M.

Respectfully submitted

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Bernard Gallo, Chairman

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Constance McManus

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Joseph DaSilva



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

June 20, 1985

## REPORT

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

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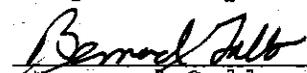
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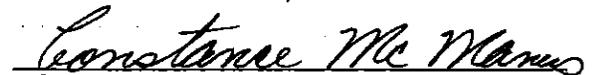
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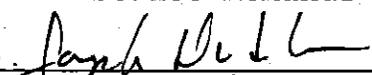
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At this time Councilwoman McManus moved to recommend to the Common Council that phase I of the Ives Street Revitalization Project be approved and the allocation of \$50,000 also be approved. Councilman DaSilva seconded the motion which passed unanimously. Meeting adjourned at 10:00 P.M.

Respectfully submitted

  
Bernard Gallo, Chairman

  
Constance McManus

  
Joseph DaSilva

TO: Honorable Mayor James E. Dyer - City of Danbury, Connecticut.

RE: Minutes of a Special Meeting of the Common Council held on June 20, 1985.

The Meeting was called to order at 7:00 O'Clock P.M. by the Honorable Mayor James E. Dyer who led the assembly in the Pledge of Allegiance to the Flag.

The Prayer was offered by Councilman Bernard Gallo.

Roll Call was taken by the City Clerk Elizabeth Crudginton, with the following members being recorded as:

PRESENT: Council Members - Sollose, Foti, Torcaso, Godfrey, Zotos, Skoff, McManus, DaSilva, Gallo, Charles, Torian. Councilmen Esposito and Farah arrived after roll call.

ABSENT: Council Members - Johnson, Flanagan, Chianese, Cassano, Boynton, Butera, Durkin, Eriquez.

13 Member Present - 8 Members Absent.

It was reported that Council Members Johnson, Cassano, Chianese were out of town. Council Members Butera, Durkin, Eriquez, Boynton and Flanagan were working.

NOTICE OF SPECIAL MEETING - To be held on the 20th day of June, 1985 at 7:00 O'Clock P.M. in the Council Chambers at City Hall, for the purpose of acting upon the following:

- 01 - COMMUNICATION - Appointment of Fire Dispatcher.
- 02 - COMMUNICATION - Appointment of Firefighters.
- 03 - COMMUNICATION - Confirmation of the appointment of the Civil Defense Director.
- 04 - REPORT - Ives Street Project Funding.

RETURN OF SERVICE - Notices delivered and served by Police Officers of the City of Danbury.

A motion was made by Councilman DaSilva and seconded by Councilman Charles for the Call and Return of Service to be accepted. Motion carried unanimously.

- 01 - COMMUNICATION - Appointment of Fire Dispatcher.

Request by Mayor Dyer of the confirmation of the following Promotion in the Danbury Fire Department:

Fire Dispatcher

Robert Ehrhard  
5 Terry Drive  
Danbury, Conn.

Appointment to be effective upon Mayor Dyer administering the oath of office at a swearing-in ceremony.

Mr. Ehrhard was appointed to the Danbury Fire Department on July 1, 1970, attended and successfully completed a course at the Connecticut State Fire School.

Mr. Ehrhard has operated the robot "Pluggie" having good rapport with many children of the area. He is married and has two sons.

A motion was made by Councilman Gallo and seconded by Councilman Charles for the Communication to be accepted and appointment confirmed. Motion carried unanimously.



46

In 1972 Mr. Conlea assumed responsibilities of Field Chief of Operations to assist Chief Peter Winter during emergency operation periods, such as blizzards, floods etc.

A motion was made by Councilman Gallo and seconded by Councilman Charles for the Communication to be accepted and appointment confirmed. Motion carried unanimously.

Mayor Dyer introduced Mr. Conlea who was present in the audience and a round of applause was given to Mr. Peter Winter who was also present.

04 - REPORT - Revitalization of Ives Street - Project Funding.

Councilman Gallo submitted a Report stating that the Committee appointed to review the Revitalization of Ives Street, met at 8:30 P.M. on 6/13/85 in the Mayor's Conference Room at City Hall. In attendance were Council Members Gallo, McManus and DaSilva and Planning Director Len Sedney.

Mr. Sedney led the meeting off by explaining to the committee what the Planning Department's request was about. Mr. Sedney explained as part of the Ives Street Area Revitalization Project, a pedestrian way is intended to be constructed on Post Office Street. This pedestrian way will be of red and grey brick with flowers and shrubs for dressing.

The money requested at this time is to be used to close off Post Office Street and complete phase one of this project. Phase one will be approximately 100 feet long starting from Main Street. Mr. Sedney also explained the reason for constructing the Post Office Street Project in two phases, is to allow the Cardinale Auto Repair Inc. of 3 Post Office Street, the time needed to complete their new building and vacate the Post Office Street Building.

At this time Councilwoman McManus moved to suspend the rules at the committee meeting. Councilman DaSilva seconded the motion which passed unanimously. The reason for this motion was to allow Attorney Bennett and his clients Richard and Alex Cardinale to express their concerns.

The main concerns of the Cardinales are the delivery trucks to Benedicts, blocking their driveway and their customers being able to drive into their repair shop. Mr. Sedney stated the remainder of Post Office Street that wasn't being developed would become a two way street entering and exiting on Ives Street. Mr. Sedney also said he would speak to Benedicts about their deliveries being at a set time, preferably before 9:00 A.M. Mr. Sedney also stated the City would have a construction supervisor on the construction site and he would be instructed not to allow any construction equipment to block the entrance to the Cardinale Auto Repair Shop.

At this time Councilwoman McManus moved to recommend to the Common Council that phase I of the Ives Street Revitalization Project be approved and the allocation of \$50,000 also be approved. Councilman DaSilva seconded the motion which passed unanimously at the committee meeting.

Mr. Gallo stated that Certification #30 in the amount of \$50,000, dated May 31, 1985 was attached to the Report.

A motion was made by Councilwoman McManus and seconded by Councilman Godfrey for the Report to be accepted and funding approved. Motion carried unanimously.

PUBLIC SPEAKING SESSION

In accordance with the City Charter, Section 3-4, Mayor Dyer asked for any resident or taxpayer of the City who wished to address the Council on the matters before the Council this evening, to come forward.

Attorney David Bennett requested permission to speak. When it was determined that he was not a resident or taxpayer, Mayor Dyer asked to take a vote on interference in the rules of the charter.

A motion was made by Councilwoman Skoff and seconded by Councilman Farah to suspend the Charter rules and grant the interference of the rules. Motion carried with Councilman Gallo voting NAY.

Attorney Bennett spoke in opposition to the project stating that it would interfere with the Cardinale's business of auto repairs. The construction of the new Cardinale building will not be ready before the project begins. He objected to the timing.

Alex Cardinale spoke stating - closing half of the street will hurt his business.

Mayor Dyer explained that the City is not going to deny access. It will be a reverse access, and deliveries will be allowed only at certain times.

There being no further business to come before the Common Council, a motion was made by Councilman Gallo and seconded by Councilman Charles for the meeting to be adjourned at 7:30 O'Clock P.M. Motion carried unanimously.

Respectfully submitted

Mary Rickert  
Mary Rickert  
Assistant City Clerk

Attest:

a

Elizabeth Crudginton  
City Clerk



**GOODWILL** *Industries of Western  
Connecticut and Sheltered Workshop, Inc.*  
165 Ocean Terrace (203) 368-6511  
P.O.Box 3366 - Bridgeport, CT 06605-0366

*146 8/6/85*

July 26, 1985

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Gerald G. Nau  
Morag L. Vance  
Roy A. Hitchings

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Norman O. Barres

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City Clerk's Office  
155 Deerhill Road  
Danbury, CT 06810

Dear Sirs:

**RECEIVED**

**JUL 29 1985**

**OFFICE OF CITY CLERK**

Enclosed is a proposal for our Donated Goods Program to be considered under the Neighborhood Assistance Act.

We are seeking \$50,000 to help us purchase a roll-off waste-container dump truck. This vehicle would help immensely in our efforts to reduce the escalating costs of dumping unuseable/non-repairable goods.

Dumping has become a major problem in most Connecticut communities. Unfortunately we increasingly are receiving damaged or worn-out materials that are beyond our ability to repair and sell. Sometimes we receive personal trash.

When such items are left at our collection trailers-- usually when the attendant is not there--Goodwill is responsible for removing them. We make every effort to maintain tidy collection centers.

In recent months our dumping costs have more than quadrupled. Funds for a roll-off truck to help relieve our dumping costs not only helps Goodwill but the entire community.

Thank you for considering this proposal.

Sincerely,

*Peggy Booker / d. k.*

Peggy Booker  
Community Relations Director

PB/dk





CONNECTICUT NEIGHBORHOOD ASSISTANCE ACT PROPOSAL

All items must be completed. Attachments alone will not be accepted.

ORGANIZATION/AGENCY The Jewish Home for the Elderly of Fairfield County  
PROGRAM TITLE Gerontological Research  
ADDRESS 175 Jefferson Street, Fairfield, Connecticut 06432

CONTACT PERSON & PHONE NUMBER Robert Francis, Director of Work Center, or Julie Bender, Administrative Intern, at 374-9461

ORGANIZATION TYPE:  Tax Exempt  Fed. Tax Exempt #  non-profit organization exempted from taxes under I.R.S. code 501(c)(3)  
 Municipal Agency  
 Other (Please specify)

PROGRAM DESCRIPTION To encourage continued gerontological research in the areas of Alzheimer's Disease, the multi-disciplinary approach to patient care, understanding the aging process - physiologically, sociologically, and spiritually in accordance with the National Institute of Health guidelines.\*

NEED FOR PROGRAM Gerontological research is crucial to a population that is living longer, yet suffering from many more debilitating diseases.

FUNDS REQUIRED \$100,000

IMPLEMENTATION PLAN & TIMETABLE The project(s) will begin once full funding is received or, if it is feasible, project(s) will begin with partial funding.

NEIGHBORHOOD/AREA TO BE SERVED Fairfield County

PERCENTAGE OF PEOPLE SERVED BY THIS PROGRAM WHO ARE HANDICAPPED 80%

PERCENTAGE OF PEOPLE DIRECTLY SERVED BY THIS PROGRAM WHO ARE UNDER 150% OF THE POVERTY LEVEL 80%

IMPLEMENTING AGENCY/AGENCY RECEIVING CORRESPONDENCE

The Jewish Home for the Elderly of Fairfield County

ADDRESS 175 Jefferson Street, Fairfield, Connecticut 06432

CONTACT PERSON & PHONE NUMBER Same as above.



CONNECTICUT NEIGHBORHOOD ASSISTANCE ACT PROPOSAL

All items must be completed. Attachments alone will not be accepted.

ORGANIZATION/AGENCY The Jewish Home for the Elderly of Fairfield County  
PROGRAM TITLE Computerization Project  
ADDRESS 175 Jefferson Street, Fairfield, Connecticut 06432

CONTACT PERSON & PHONE NUMBER Robert Francis, Director of Work Center, or Julie Bender, Administrative Intern, at 374-9461  
ORGANIZATION TYPE:  Tax Exempt  Fed. Tax Exempt  non-profit organiza-  
Municipal Agency tion exempted from  
Other (Please specify) taxes under I.R.S. code 501(c)(3)

PROGRAM DESCRIPTION The computerization of each nursing station would maximize nursing productivity and improve quality of care by allowing nurses to spend more time giving actual hands-on patient care, thereby lessening needless, repetitive, paperwork functions. The computerized system is a necessary component in keeping current patient data sets, past patient records, and storing Resident data for future research.\*

NEED FOR PROGRAM To provide an accurate and time-saving method of record keeping as well as the storage and retrieval of information.

FUNDS REQUIRED \$100,000

IMPLEMENTATION PLAN & TIMETABLE The project will begin once full funding is received or, if it is feasible, project will begin with partial funding

NEIGHBORHOOD/AREA TO BE SERVED Fairfield County

PERCENTAGE OF PEOPLE SERVED BY THIS PROGRAM WHO ARE HANDICAPPED 80%

PERCENTAGE OF PEOPLE DIRECTLY SERVED BY THIS PROGRAM WHO ARE UNDER 150% OF THE POVERTY LEVEL 80%

IMPLEMENTING AGENCY/AGENCY RECEIVING CORRESPONDENCE The Jewish Home for the Elderly of Fairfield County

ADDRESS 175 Jefferson Street, Fairfield, Connecticut 06432

CONTACT PERSON & PHONE NUMBER Same as above.

CONNECTICUT NEIGHBORHOOD ASSISTANCE ACT PROPOSAL

All items must be completed. Attachments alone will not be accepted.

ORGANIZATION/AGENCY The Jewish Home for the Elderly of Fairfield County  
PROGRAM TITLE Management Development Program  
ADDRESS 175 Jefferson Street, Fairfield, Connecticut 06432

CONTACT PERSON & PHONE NUMBER Robert Francis, Director of Work Center, or Julie Bender, Administrative Intern at 374-9461

ORGANIZATION TYPE: X Tax Exempt    Fed. Tax Exempt # non-profit organiza-  
Municipal Agency    tion exempted from  
Other (Please specify)    taxes under I.R.S.  
code 501(c)(3)

PROGRAM DESCRIPTION The Management Development Program is designed to help upgrade management effectiveness of Department Heads and supervisory personnel who are committed to giving the highest quality of care to the frail elderly Residents of the Home. Goals of the program include: increased professional growth and knowledge of management staff, and to identify and learn new supervisory management ideas.\*

NEED FOR PROGRAM To help develop new and innovative techniques in solving everyday management problems in a geriatric facility

FUNDS REQUIRED \$10,000

IMPLEMENTATION PLAN & TIMETABLE The project will begin once full funding is received, or if it is feasible, project will begin with partial funding.

NEIGHBORHOOD/AREA TO BE SERVED Fairfield County

PERCENTAGE OF PEOPLE SERVED BY THIS PROGRAM WHO ARE  
HANDICAPPED 80%

PERCENTAGE OF PEOPLE DIRECTLY SERVED BY THIS PROGRAM WHO ARE  
UNDER 150% OF THE POVERTY LEVEL 80%

IMPLEMENTING AGENCY/AGENCY RECEIVING CORRESPONDENCE  
The Jewish Home for the Elderly of Fairfield County

ADDRESS 175 Jefferson Street, Fairfield, Connecticut 06432

CONTACT PERSON & PHONE NUMBER Same as above.

CONNECTICUT NEIGHBORHOOD ASSISTANCE ACT PROPOSAL

All items must be completed. Attachments alone will not be accepted.

ORGANIZATION/AGENCY The Jewish Home for the Elderly of Fairfield County

PROGRAM TITLE Large Laminating Machine

ADDRESS 175 Jefferson Street, Fairfield, Connecticut 06432

CONTACT PERSON & PHONE NUMBER Robert Francis, Director of Work Center, or Julie Bender, Administrative Intern, at 374-9461

ORGANIZATION TYPE:  Tax Exempt Fed. Tax Exempt # non-profit organiza  
 Municipal Agency tion exempted from  
 Other (Please specify) taxes under I.R.S. code 501(c)(3).

PROGRAM DESCRIPTION This machine and related supplies will enable our Residents to enjoy and participate in many more educational and recreational activities. Song sheets, religious materials, games, menus and identification badges will become easier to read and easier to physically grasp. Certificates and Awards of merits for our Residents will also be made up and distributed much more easily.\*

NEED FOR PROGRAM To protect a variety of printed materials utilized by the Residents participating in recreational and educational activities.

FUNDS REQUIRED \$900.00

IMPLEMENTATION PLAN & TIMETABLE The project will begin once full funding is received or, if it is feasible, project will begin with partial funding.

NEIGHBORHOOD/AREA TO BE SERVED Fairfield County

PERCENTAGE OF PEOPLE SERVED BY THIS PROGRAM WHO ARE HANDICAPPED 80%

PERCENTAGE OF PEOPLE DIRECTLY SERVED BY THIS PROGRAM WHO ARE UNDER 150% OF THE POVERTY LEVEL 80%

IMPLEMENTING AGENCY/AGENCY RECEIVING CORRESPONDENCE The Jewish Home for the Elderly of Fairfield County

ADDRESS 175 Jefferson Street, Fairfield, Connecticut 06432

CONTACT PERSON & PHONE NUMBER Same as above.

\*See Attached Form.

CONNECTICUT NEIGHBORHOOD ASSISTANCE ACT PROPOSAL

All items must be completed. Attachments alone will not be accepted.

ORGANIZATION/AGENCY The Jewish Home for the Elderly of Fairfield County  
PROGRAM TITLE C.B. Radios (To be installed in vans)  
ADDRESS 175 Jefferson Street, Fairfield, Connecticut 06432

CONTACT PERSON & PHONE NUMBER Robert Francis, Director of Work Center, or Julie Bender, Administrative Intern, at 374-9461

ORGANIZATION TYPE: X Tax Exempt Fed. Tax Exempt # non-profit organiza-  
Municipal Agency tion exempted from  
Other (Please specify) taxes under I.R.S.  
code 501(c)(3)

PROGRAM DESCRIPTION These three radios are to be used in wheelchair  
vans and in our Resident Bus. This will enable our staff to be in  
immediate contact with emergency services required by our Residents  
while in transit. Both staff and our Residents will gain added security  
and also alleviate unnecessary time lost.\*

NEED FOR PROGRAM To provide an immediate means of communication in an  
emergency while our Residents are in transit

FUNDS REQUIRED \$700.00

IMPLEMENTATION PLAN & TIMETABLE The project will begin once full  
funding is received or, if it is feasible, project will begin with  
partial funding.

NEIGHBORHOOD/AREA TO BE SERVED Fairfield County

PERCENTAGE OF PEOPLE SERVED BY THIS PROGRAM WHO ARE  
HANDICAPPED 80%

PERCENTAGE OF PEOPLE DIRECTLY SERVED BY THIS PROGRAM WHO ARE  
UNDER 150% OF THE POVERTY LEVEL 80%

IMPLEMENTING AGENCY/AGENCY RECEIVING CORRESPONDENCE \_\_\_\_\_

The Jewish Home for the Elderly of Fairfield County

ADDRESS 175 Jefferson Street, Fairfield, Connecticut 06432

CONTACT PERSON & PHONE NUMBER Same as above.

CONNECTICUT NEIGHBORHOOD ASSISTANCE ACT PROPOSAL

All items must be completed. Attachments alone will not be accepted.

ORGANIZATION/AGENCY The Jewish Home for the Elderly of Fairfield County

PROGRAM TITLE Aquarium and Related Supplies

ADDRESS 175 Jefferson Street, Fairfield, Connecticut 06432

CONTACT PERSON & PHONE NUMBER Robert Francis, Director of Work Center, or Julie Bender, Administrative Intern, at 374-9461

ORGANIZATION TYPE: X Tax Exempt Fed. Tax Exempt # non-profit organiza-  
Municipal Agency tion exempted from  
Other (Please specify) taxes under I.R.S.  
code 501(c)(3)

PROGRAM DESCRIPTION The installation of aquariums throughout the skilled nursing units would be an excellent and therapeutic way to increase Resident perception and awareness. These tanks, which would be filled with colorful tropical fish, will serve as excellent modes of relaxation therapy for our Residents.\*

NEED FOR PROGRAM To enhance Resident's perception and awareness and to provide a means of relaxation therapy.

FUNDS REQUIRED \$5,000

IMPLEMENTATION PLAN & TIMETABLE The project will begin once full funding is received or, if it is feasible, project will begin with partial funding.

NEIGHBORHOOD/AREA TO BE SERVED Fairfield County

PERCENTAGE OF PEOPLE SERVED BY THIS PROGRAM WHO ARE HANDICAPPED 80%

PERCENTAGE OF PEOPLE DIRECTLY SERVED BY THIS PROGRAM WHO ARE UNDER 150% OF THE POVERTY LEVEL 80%

IMPLEMENTING AGENCY/AGENCY RECEIVING CORRESPONDENCE \_\_\_\_\_

The Jewish Home for the Elderly of Fairfield County

ADDRESS 175 Jefferson Street, Fairfield, Connecticut 06432

CONTACT PERSON & PHONE NUMBER Same as above.

CONNECTICUT NEIGHBORHOOD ASSISTANCE ACT PROPOSAL

All items must be completed. Attachments alone will not be accepted.

ORGANIZATION/AGENCY The Jewish Home for the Elderly of Fairfield County  
PROGRAM TITLE Wheelchair Vans  
ADDRESS 175 Jefferson Street, Fairfield, Connecticut 06432

CONTACT PERSON & PHONE NUMBER Robert Francis, Director of Work Center, or Julie Bender, Administrative Intern, at 374-9461

ORGANIZATION TYPE: X Tax Exempt Fed. Tax Exempt # non-profit organiza  
Municipal Agency tion exempt from  
Other (Please specify) taxes under I.R.S. code 501(c)(3)

PROGRAM DESCRIPTION To purchase two (2) wheelchair vans for transportation of wheelchair-bound Residents outside of the Home. These vans would provide Residents with limited mobility, an opportunity to experience community activities. In addition, one van would be utilized by the Sheltered Workshop Program to transport materials to and from vendors.\*

NEED FOR PROGRAM The vans will enable Residents, with limited mobility, to experience various community activities previously unavailable to them. It will also

FUNDS REQUIRED \$50,000 help the Work Center meet increasing demands for pick-up and deliveries.

IMPLEMENTATION PLAN & TIMETABLE The project will begin once full funding is received or, if it is feasible, project will begin with partial funding.

NEIGHBORHOOD/AREA TO BE SERVED Fairfield County

PERCENTAGE OF PEOPLE SERVED BY THIS PROGRAM WHO ARE HANDICAPPED 80%

PERCENTAGE OF PEOPLE DIRECTLY SERVED BY THIS PROGRAM WHO ARE UNDER 150% OF THE POVERTY LEVEL 80%

IMPLEMENTING AGENCY/AGENCY RECEIVING CORRESPONDENCE \_\_\_\_\_

The Jewish Home for the Elderly of Fairfield County

ADDRESS 175 Jefferson Street, Fairfield, Connecticut 06432

CONTACT PERSON & PHONE NUMBER Same as above.

CONNECTICUT NEIGHBORHOOD ASSISTANCE ACT PROPOSAL

MAY - 9 1985

All items must be completed. Attachments alone will not be accepted.

ORGANIZATION/AGENCY ASSOCIATION OF RELIGIOUS COMMUNITIES INC.

PROGRAM TITLE HOUSING ADVOCACY PROGRAM

ADDRESS 213 MAIN STREET

DANBURY, CONNECTICUT, 06810

CONTACT PERSON & PHONE NUMBER SAMUEL E. DEIBLER, JR. - 792-9450

ORGANIZATION TYPE: XX Tax Exempt

Municipal Agency

Other (Please specify)

PROGRAM DESCRIPTION Program will initiate and support development of neighborhood organization, advocacy, outreach, mediation and education to assist low income tenants with inadequate living conditions, lack of adequate maintenance and repair, unfair rent increases or service reductions, improper use of common areas and neglect or destruction of property.

NEED FOR PROGRAM Poor quality of housing stock coupled with low vacancy rates and a monopoly on available units trap low income renters in poor housing conditions, adversely affecting quality of life.

FUNDS REQUIRED \$2,000.00

IMPLEMENTATION PLAN & TIMETABLE Tenant organizing and outreach April, 1985; Advocacy, April 1985; Education, April, 1985 Mediation, June 1985.

NEIGHBORHOOD/AREA TO BE SERVED Danbury downtown rental neighborhoods

PERCENTAGE OF PEOPLE SERVED BY THIS PROGRAM WHO ARE

HANDICAPPED 10%

PERCENTAGE OF PEOPLE DIRECTLY SERVED BY THIS PROGRAM WHO ARE

UNDER 150% OF THE POVERTY LEVEL 80 - 90%

IMPLEMENTING AGENCY/AGENCY RECEIVING CORRESPONDENCE

ASSOCIATION OF RELIGIOUS COMMUNITIES

ADDRESS 213 MAIN STREET

DANBURY, CONNECTICUT, 06810

CONTACT PERSON & PHONE NUMBER SAMUEL E. DEIBLER, JR.

(203) 792-9450

CONNECTICUT NEIGHBORHOOD ASSISTANCE ACT PROPOSAL

All items must be completed. Attachments alone will not be accepted.

PROGRAM TITLE LEGAL SERVICES (Supplies and Equipment)

ORGANIZATION/AGENCY CONNECTICUT LEGAL SERVICES, INC.

ADDRESS ADMINISTRATIVE: PO BOX 841 SERVICE: 175 Triangle Street  
Middletown, CT 06457 PO Box 819

Danbury, CT 06810

CONTACT PERSON & PHONE NUMBER SUSAN H. CRIMMINS 344-0447

ORGANIZATION TYPE: X Tax Exempt

Municipal Agency

Other (Please specify)

PROGRAM DESCRIPTION \_\_\_\_\_

To obtain office equipment, office supplies, computer/wordprocessing equipment and supplies needed to provide free civil legal services to low-income people whose access to adequate shelter, essential income and health/safety is at risk.

NEED FOR PROGRAM CT Legal Services, Inc. is the sole provider of free legal services in civil matters on behalf of low-income people in the service area.

FUNDS REQUIRED \$15,000

IMPLEMENTATION PLAN & TIMETABLE Program is a continuation of services currently being offered.

NEIGHBORHOOD/AREA TO BE SERVED Danbury

PERCENTAGE OF HANDICAPPED DIRECTLY SERVED BY THIS PROGRAM 10% less than

PERCENTAGE OF POPULATION UNDER 150% OF POVERTY LEVEL TO BE DIRECTLY SERVED BY THIS PROGRAM 100%

IMPLEMENTING AGENCY CT LEGAL SERVICES

ADDRESS Administrative: PO BOX 841 Service: PO Box 819

Middletown, CT 06457 Triangle Street

CONTACT PERSON Susan Crimmins Danbury, CT 06810

CONNECTICUT NEIGHBORHOOD ASSISTANCE ACT PROPOSAL

All items must be completed. Attachments alone will not be accepted.

PROGRAM TITLE LEGAL SERVICES (Housing)

ORGANIZATION/AGENCY CONNECTICUT LEGAL SERVICES, INC.

ADDRESS ADMINISTRATIVE: PO BOX 841 MIDDLETOWN, CT 06457  
SERVICE: 175 Triangle St  
PO Box 819  
Danbury, CT 06810

CONTACT PERSON & PHONE NUMBER SUSAN H. CRIMMINS 344-0447

ORGANIZATION TYPE:  Tax Exempt  
 Municipal Agency  
 Other (Please specify) \_\_\_\_\_

PROGRAM DESCRIPTION \_\_\_\_\_

Provision of free civil legal services to low-income persons whose access to adequate housing is threatened or at risk. Services provided include: Direct legal representation in judicial, administrative, and other legal proceedings; Legal Advice and Counsel; Community Legal Education; and General advice and/or referral.

NEED FOR PROGRAM CT Legal Services, Inc. is the sole provider of free legal services in civil matters on behalf of low-income people in the service area.

FUNDS REQUIRED \$5,000

IMPLEMENTATION PLAN & TIMETABLE Program is a continuation of services currently being offered.

NEIGHBORHOOD/AREA TO BE SERVED Danbury

PERCENTAGE OF HANDICAPPED DIRECTLY SERVED BY THIS PROGRAM 10% less than

PERCENTAGE OF POPULATION UNDER 150% OF POVERTY LEVEL TO BE DIRECTLY SERVED BY THIS PROGRAM 100%

IMPLEMENTING AGENCY CT LEGAL SERVICES

ADDRESS Administrative: ~~PO BOX 841~~ MIDDLETOWN, CT 06457 Service: 175 Triangle Street  
Danbury, CT 06810  
CONTACT PERSON Susan Crimmings

CONNECTICUT NEIGHBORHOOD ASSISTANCE ACT PROPOSAL

All items must be completed. Attachments alone will not be accepted.

PROGRAM TITLE LEGAL SERVICES (Health, and Safety)

ORGANIZATION/AGENCY CONNECTICUT LEGAL SERVICES, INC.

ADDRESS ADMINISTRATIVE: PO BOX 841 SERVICE: 175 Triangle Street  
Middletown, CT 06457 PO Box 819  
Danbury, CT 06810

CONTACT PERSON & PHONE NUMBER SUSAN H. CRIMMINS 344-0447

ORGANIZATION TYPE: X Tax Exempt  
\_\_\_\_\_ Municipal Agency  
\_\_\_\_\_ Other (Please specify) \_\_\_\_\_

PROGRAM DESCRIPTION

Provision of free civil legal services to low-income persons whose health is threatened, who have been denied access to health care or health care benefits, or who are subject to abuse or other significant denial of self-determination. Services provided include: Direct legal representation in judicial, administrative, and other legal proceedings; Legal Advice and Counsel; Community Legal Education; and General Advice and/or referral.

NEED FOR PROGRAM CT Legal Services, Inc. is the sole provider of free legal services in civil matters on behalf of low-income people in the service area.

FUNDS REQUIRED \$10,000

IMPLEMENTATION PLAN & TIMETABLE Program is a continuation of services currently being offered.

NEIGHBORHOOD/AREA TO BE SERVED Danbury

PERCENTAGE OF HANDICAPPED DIRECTLY SERVED BY THIS PROGRAM 10% less than

PERCENTAGE OF POPULATION UNDER 150% OF POVERTY LEVEL TO BE DIRECTLY SERVED BY THIS PROGRAM 100%

IMPLEMENTING AGENCY CT LEGAL SERVICES

ADDRESS Administrative: PO BOX 841 Service: 175 Triangle Street  
Middletown, CT 06457 Danbury, CT  
CONTACT PERSON Susan Crimmis

CONNECTICUT NEIGHBORHOOD ASSISTANCE ACT PROPOSAL

All items must be completed. Attachments alone will not be accepted.

PROGRAM TITLE LEGAL SERVICES (Income)  
 ORGANIZATION/AGENCY CONNECTICUT LEGAL SERVICES, INC.  
 ADDRESS ADMINISTRATIVE: PO BOX 841 SERVICE: 175 Triangle Street  
Middletown, CT 06457 PO Box 819  
Danbury, CT 06810  
 CONTACT PERSON & PHONE NUMBER SUSAN H. CRIMMINS 344-0447  
 ORGANIZATION TYPE:  Tax Exempt  
 Municipal Agency  
 Other (Please specify)

PROGRAM DESCRIPTION

Provision of free civil legal services to low-income persons whose access to essential income is threatened or at risk. Services provided include: Direct Representation in judicial, administrative, and other legal proceedings; Legal Advice and Counsel; Community Legal Education; and General Advice and/or Referral.

NEED FOR PROGRAM CT Legal Services, Inc. is the sole provider of free legal services in civil matters on behalf of low-income people in the service area.

FUNDS REQUIRED \$10,000

IMPLEMENTATION PLAN & TIMETABLE Program is a continuation of services currently being offered.

NEIGHBORHOOD/AREA TO BE SERVED Danbury

PERCENTAGE OF HANDICAPPED DIRECTLY SERVED BY THIS PROGRAM 10% less than

PERCENTAGE OF POPULATION UNDER 150% OF POVERTY LEVEL TO BE DIRECTLY SERVED BY THIS PROGRAM 100%

IMPLEMENTING AGENCY CT LEGAL SERVICES

ADDRESS Administrative: PO BOX 841 Service: 175 Triangle Street  
Middletown, CT 06457 Danbury, CT  
 CONTACT PERSON Susan Crimmins



CONNECTICUT NEIGHBORHOOD ASSISTANCE ACT PROPOSAL

All items must be completed. Attachments alone will not be accepted.

ORGANIZATION/AGENCY Danbury Youth Services, Inc.

PROGRAM TITLE COMPUTERIZATION: Conversion of Financial & Programmatic Activities to

ADDRESS 32 Stevens Street, Danbury, Ct 06810 Computer Systems

CONTACT PERSON & PHONE NUMBER James J. Walsh (203) 748-2936

ORGANIZATION TYPE:  Tax Exempt  
 Municipal Agency  
 Other (Please specify)

PROGRAM DESCRIPTION See attached sheet

NEED FOR PROGRAM ~~Need to more efficiently and expertly manage and analyze~~  
programmatic and financial activities.

FUNDS REQUIRED \$10,000

IMPLEMENTATION PLAN & TIMETABLE Prepared to start immediately

NEIGHBORHOOD/AREA TO BE SERVED Danbury with limited involvement with surrounding  
PERCENTAGE OF PEOPLE SERVED BY THIS PROGRAM WHO ARE municipalities

HANDICAPPED \_\_\_\_\_  
PERCENTAGE OF PEOPLE DIRECTLY SERVED BY THIS PROGRAM WHO ARE  
UNDER 150% OF THE POVERTY LEVEL 77%

IMPLEMENTING AGENCY/AGENCY RECEIVING CORRESPONDENCE \_\_\_\_\_

Danbury Youth Services, Inc.  
ADDRESS 32 Stevens Street, Danbury, CT 06810

CONTACT PERSON & PHONE NUMBER James J. Walsh, Executive Director  
748-2936

CONNECTICUT NEIGHBORHOOD ASSISTANCE ACT PROPOSAL

MAY 22 1985

All items must be completed. Attachments alone will not be accepted.

ORGANIZATION/AGENCY Project Outreach  
PROGRAM TITLE Mid-Fairfield Council of Camp Fire, Inc.  
ADDRESS 337 Main Street  
Danbury, CT 06810

CONTACT PERSON & PHONE NUMBER Darlene Jackson, Ex. Dir., 748-2934  
ORGANIZATION TYPE:  Tax Exempt  
 Municipal Agency  
 Other (Please specify)

PROGRAM DESCRIPTION A concentrated effort to expand the delivery of the council's outreach programs that currently include the Fireflies for prospective club members whose parent do not volunteer, I Can Do It for children who spend time at home alone, and I'm Okay to help children identify and cope with stress. Project Outreach would allow for a staff person devoted entirely to this project, purchase of materials for course delivery, and hiring of instructors.

NEED FOR PROGRAM Outreach programs have enjoyed limited success, but had to be done on a narrow budget and in the spare time of the existing staff.

FUNDS REQUIRED \$11,000

IMPLEMENTATION PLAN & TIMETABLE Hire a coordinator immediately, who would open some courses immediately for the winter or spring semester, but who would also build a network of teachers and students, so that the courses could be widely available by the Fall of 1986. Eventually the coordinator might be built into the council budget or the council could seek more funding based on success.

NEIGHBORHOOD/AREA TO BE SERVED Greater Danbury area.

PERCENTAGE OF PEOPLE SERVED BY THIS PROGRAM WHO ARE HANDICAPPED Not target area

PERCENTAGE OF PEOPLE DIRECTLY SERVED BY THIS PROGRAM WHO ARE UNDER 150% OF THE POVERTY LEVEL Two school areas meet this criteria

IMPLEMENTING AGENCY/AGENCY RECEIVING CORRESPONDENCE Mid-Fairfield Council of Camp Fire, Inc.

ADDRESS 337 Main Street - Danbury, CT 06810

CONTACT PERSON & PHONE NUMBER Darlene Jackson, Ex. Dir., 748-2934



In response to question regarding # of people handicapped and # of people 150% below poverty level.

I contacted the Housatonic Valley Council Elected Officials and the Chamber of Commerce and they do not have these figures. The information that I was able to get was that according to the 1980 census there were 15,586 individuals in the Housatonic Region 65 years and older. Aside from the towns in the Greater Danbury area, this would include Bridgewater and Sherman, towns we do not ordinarily cover. Nevertheless the figures they have were not apparently broken down by town, or at least not available by phone.

They were not broken down according to capability, financial or otherwise.



CONNECTICUT NEIGHBORHOOD ASSISTANCE ACT PROPOSAL

MAY 3 1 1985

All items must be completed. Attachments alone will not be accepted.

ORGANIZATION/AGENCY Women's Center of Greater Danbury, Inc.

PROGRAM TITLE Women's Resource Service:

ADDRESS 256 Main Street  
Danbury, CT 06810 (203) 794 - 1624

CONTACT PERSON & PHONE NUMBER Karlynn Sturmer, Executive Director

ORGANIZATION TYPE:  Tax Exempt  
 Municipal Agency  
 Other (Please specify)

PROGRAM DESCRIPTION Women's Resource Service responds to unmet needs of women in the community. Through crisis intervention, short-term counseling, information & referral, support groups, community programs, WRS helps women negotiate the systems and take charge of their lives. Via an open-door policy, these services are provided by staff and trained volunteers, with special emphasis on lessening the trauma for those women facing divorce and its surrounding issues.

NEED FOR PROGRAM Approximately 60% of inquiries coming to WRS are from women seeking basic information on divorce as well as emotional support. This is especially true for low-income women.

FUNDS REQUIRED \$20,850

IMPLEMENTATION PLAN & TIMETABLE Beginning in the fall of 1985, free, open-forums, conducted by local attorneys, will be presented on divorce and surrounding issues of support, custody, rights, visitation, court procedures, etc., as well as workshops on the implementation of Pro Se Dissolution in Conn. Support groups for women will be facilitated by trained counselors.

NEIGHBORHOOD/AREA TO BE SERVED Greater Danbury Area (10-town region)

PERCENTAGE OF PEOPLE SERVED BY THIS PROGRAM WHO ARE HANDICAPPED 1-5%

PERCENTAGE OF PEOPLE DIRECTLY SERVED BY THIS PROGRAM WHO ARE UNDER 150% OF THE POVERTY LEVEL 80 - 90%

IMPLEMENTING AGENCY/AGENCY RECEIVING CORRESPONDENCE Women's Center of Greater Danbury, Inc.

ADDRESS 256 Main Street  
Danbury, CT 06810

CONTACT PERSON & PHONE NUMBER Karlynn Sturmer, Executive Director  
(203) 794-1624

CONNECTICUT NEIGHBORHOOD ASSISTANCE ACT PROPOSAL

MAY 3 1985

All items must be completed. Attachments alone will not be accepted.

ORGANIZATION/AGENCY Women's Center of Greater Danbury, Inc.  
PROGRAM TITLE Battered Women Services/Elizabeth House Shelter  
ADDRESS 241 Main Street, Danbury, CT 06810

CONTACT PERSON & PHONE NUMBER Karlyn Sturmer, 794-1624  
ORGANIZATION TYPE:  Tax Exempt  
 Municipal Agency  
 Other (Please specify)

PROGRAM DESCRIPTION Elizabeth House is a shelter for battered women and their children which provides 60 days of room and board, counseling, advocacy and assistance. Funds are needed to purchase a house which can accomodate 20 women and children, provide play space for the children, office space for staff and meeting space for volunteers. Currently space for the shelter and office are leased at seperate locations.

NEED FOR PROGRAM The existing shelter has to turn away approximately 1/3 of those victims requesting space. 122 people sheltered in FY83-84.

FUNDS REQUIRED \$750,000 for purchase and renovation

IMPLEMENTATION PLAN & TIMETABLE Funds will be sought throughout 1985-86, with purchase targeted for late 1986. Renovations will take place in 1986 and early 1987 with occupancy anticipated in mid 1987.

NEIGHBORHOOD/AREA TO BE SERVED Housatonic ten-town area

PERCENTAGE OF PEOPLE SERVED BY THIS PROGRAM WHO ARE  
HANDICAPPED 1-5%

PERCENTAGE OF PEOPLE DIRECTLY SERVED BY THIS PROGRAM WHO ARE  
UNDER 150% OF THE POVERTY LEVEL 90-95%

IMPLEMENTING AGENCY/AGENCY RECEIVING CORRESPONDENCE \_\_\_\_\_

Women's Center of Greater Danbury, Inc. / Battered Women Services

ADDRESS 256 Main St. 241 Main Street

Danbury, CT 06810 Danbury, CT 06810

CONTACT PERSON & PHONE NUMBER Women's Center: Karlyn Sturmer, 794-1624  
Battered Women Service: Diane Monti, 794-004

CONNECTICUT NEIGHBORHOOD ASSISTANCE ACT PROPOSAL

MAY 31 1985

All items must be completed. Attachments alone will not be accepted.

ORGANIZATION/AGENCY Women's Center of Greater Danbury/Rape Crisis Service

PROGRAM TITLE Low-Income, Minority and Disabled Persons Outreach Project

ADDRESS 256 Main Street, Danbury, CT 06810

CONTACT PERSON & PHONE NUMBER Karlyn Sturmer 794-1624

ORGANIZATION TYPE:  Tax Exempt  
 Municipal Agency  
 Other (Please specify)

PROGRAM DESCRIPTION The goal of the Rape Crisis Service is to reduce the trauma and incidence of sexual assault within the Greater Danbury Area. This is accomplished through 24-hour direct services to victims and their families in addition to community education and in-service training for professionals. Funds are needed to increase our efforts within low-income, disabled and minority populations and communities; specifically to develop and implement awareness/prevention programs designed for the above populations. In addition, outreach efforts will increase use of RCS services by victims from these communities.

NEED FOR PROGRAM Need for specially-designed programs and outreach efforts has been established by meetings held with representatives of the designated communities and through our ad-hoc Affirmative Action Committee's efforts.

FUNDS REQUIRED \$22,500

IMPLEMENTATION PLAN & TIMETABLE September 1985 through August 1986.

Phase 1: Sept. -Oct. Establish contacts within specified communities, design programs for special needs, set up speaking engagements.

Phase 2: Nov. - May. Present at least 24 programs within designated communities, increase specified populations' use of services by at least 100%.

Phase 3: July - Aug. Evaluate, up-date and incorporate project.

NEIGHBORHOOD/AREA TO BE SERVED Greater Danbury Area (10 towns)

PERCENTAGE OF PEOPLE SERVED BY THIS PROGRAM WHO ARE

HANDICAPPED 30%

PERCENTAGE OF PEOPLE DIRECTLY SERVED BY THIS PROGRAM WHO ARE

UNDER 150% OF THE POVERTY LEVEL 70%

IMPLEMENTING AGENCY/AGENCY RECEIVING CORRESPONDENCE

Women's Center of Greater of Danbury, Inc.

ADDRESS 256 Main Street, Danbury, CT 06810

CONTACT PERSON & PHONE NUMBER Karlyn Sturmer  
794-1624

46

~~Goodwill Industries - 165 Ocean Terrace - Bridgeport, Ct. 06605-0366~~

~~Jewish Home for the Elderly of Fairfield County -  
(175 Jefferson Street, Fairfield, Conn. 06432)~~

~~United Way - of Northern Fairfield County -  
(P.O. Box 195 - Danbury, Conn. 06810)~~

~~Association of Religious Communities Inc. - Samuel E. Deibler, Jr.  
(213 Main St. - Danbury, Conn. 06810)~~

~~Connecticut Legal Services, Inc. 175 Triangle St. (Services)  
(P.O. Box 841 Danbury, Conn. 06810  
Middletown, Ct. 06457)~~

~~Danbury Regional Y.M.C.A. - 12 Boughton St. - Danbury, Conn. 06810~~

~~Danbury Youth Services, Inc. - 32 Stevens St. Danbury, Conn. 06810~~

~~Project Outreach  
Mid-Fairfield Council of Camp Fires, Inc.  
337 Main St. Danbury, Conn. 06810~~

~~Volunteer Bureau of Greater Danbury, Inc. - 337 Main St. Danbury, Ct. 06810~~

~~Women's Center of Greater Danbury, Inc. - 256 Main St. Danbury, Ct. 06810~~

~~Women's Center of " " " - 241 Main St. (Battered Women Services)~~



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

August 6, 1985

## REPORT

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

The Common Council held a public hearing concerning the Neighborhood Assistance Act, on July 29, 1985 at 7:30 P.M. in the Council Chambers; at City Hall.

The Common Council met as a committee of the whole immediately following the public hearing and unanimously recommends that the Common Council adopt the proposed Resolution for the Neighborhood Assistance Act, with the addition of the Goodwill request.

Respectfully submitted

*Constance McManus*

Constance McManus  
Common Council President

CM/mr



# RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

August 6, 1985 A. D., 19

RESOLVED by the Common Council of the City of Danbury:

Whereas, The Connecticut Neighborhood Assistance Act provides tax credits to businesses which support community programs that have received prior municipal approval; and

Whereas, the City of Danbury is interested in participating in this program;

NOW THEREFORE BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF DANBURY THAT THE 1985 CONNECTICUT NEIGHBORHOOD ASSISTANCE ACT APPLICATION PACKAGE ATTACHED, BE APPROVED, AND THAT MAYOR JAMES E. DYER BE AUTHORIZED TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY .



47

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

August 6, 1985

## REPORT

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

The Common Council met as a committee of the whole to discuss compensation for members of the Common Council, on June 19, 1985 at 8:00 O'Clock P.M. and July 10, 1985 at 8:00 O'Clock P.M.

The committee recommends that the Common Council comply with Section 3-1 of the Charter of the City of Danbury by setting the compensation for each Council Member at \$1200 per year. The exceptions would be Council President at \$2,000 per year, Majority Leader at \$1,800 and Minority & Legislative Leaders at \$1,500 per year. Council Members Foti, Zotos, Cassano, Charles and Butera voted in the negative.

Respectfully submitted



Constance McManus  
Common Council President

mr



# RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

August 6, 1985 A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the members of the Common Council of the City of Danbury employ many hours in deliberation of the City's business; and

WHEREAS, the members of said Council utilize their own property and expend their own funds in pursuing the functions of their offices; and

WHEREAS, Section 3-1 of the Danbury Municipal Charter requires that "The members of the common council shall be compensated in an amount which will defray reasonable expenses incurred in performing their duties, subject to the provisions of Section 7-460 of the General Statutes, as amended. Such compensation shall be determined by the preceding common council."

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Commencing with those members to be elected in 1985 the City of Danbury shall compensate each member of the Common Council for expenses incurred in the manner set forth below:

- (a) Except as noted in subparagraphs (b), (c), (d), and (e) below each member of the Common Council shall be compensated at the rate of \$1,200 per year.
- (b) The Common Council President shall be compensated at the rate of \$2,000 per year.
- (c) The Common Council Majority Leader shall be compensated at the rate of \$1,800 per year.
- (d) The Common Council Minority and Legislative Leaders shall each be compensated at the rate of \$1,500 per year.
- (e) In the event that any member shall serve for less than a full year, compensation shall be granted on a prorata basis.

2. That the Town Clerk be and hereby is authorized and directed to take any actions necessary to submit the aforementioned compensation proposal for confirmation by referendum at the next regular election.



048

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

August 6, 1985

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

Re: Request of Common Council President C. McManus for an Ordinance regulating applications for permission to extend sewer and water services.

The Sewer & Water Extension Committee of the Common Council has reviewed the above request with the City Engineer, the Superintendent of Public Utilities and Assistant Corporation Counsel, Eric Gottschalk.

The Sewer & Water Extension committee has met numerous times on this request and has had Assistant Corporation Counsel draft several different versions of the proposed ordinance. After 18 months in committee and many hours of discussion, the committee feels confident the ordinance we are proposing will more than satisfy the Council President as well as the rest of the members of the Common Council.

Councilwoman Torcaso moved to recommend to the Common Council the proposed Ordinance be sent to public hearing. Councilman Foti seconded the motion. The vote was unanimous. Meeting held on July 30th was adjourned at 9:45 P.M.

Respectfully submitted

Bernard Gallo Chairman  
Bernard Gallo

Edward T. Torian  
Edward T. Torian

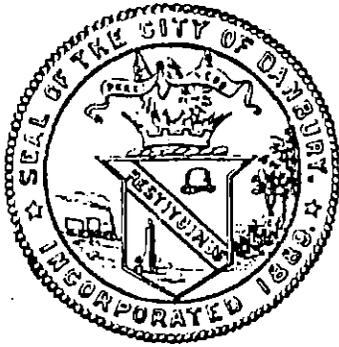
Nicholas Zotos  
Nicholas Zotos

Joseph Durkin  
Joseph Durkin

Stephen Flanagan  
Stephen Flanagan

Russell Foti  
Russell Foti

Carole Torcaso  
Carole Torcaso



# ORDINANCE

## CITY OF DANBURY, STATE OF CONNECTICUT

### COMMON COUNCIL

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

THAT the Code of Ordinances of the Danbury, Connecticut is hereby amended by adding a section, which shall be read as follows:

All applications for permission to extend sewer or water services shall be presented to the Common Council on forms supplied by the City Clerk. Said applications shall specify the proposed use of the property to be served by said line or lines with sufficient particularity to allow the Common Council to determine the impact that such a proposed extension would have on the municipal utility system involved. For purposes hereof, specific land use proposals shall indicate, in the case of residential development, the current zoning classification of the property involved, the number and kind of dwelling units under consideration and the maximum final density of the project. In cases of non-residential development, specific land use proposals shall indicate the zoning classification of the property involved, the type of use and the number of square feet of floor area under consideration.

If, following action by the Common Council authorizing the extension of utilities to the property to be served, alterations or modifications are made to the proposal which could have an additional impact on the municipal utility system involved, no connection permit shall be issued by the Public Works Department until the proposed modification or alteration has been reviewed and approved by the Common Council.

48

COMMON COUNCIL

CITY OF DANBURY

APPLICATION FOR EXTENSION OF SEWER AND/OR WATER

Sewer

Water

Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No: \_\_\_\_\_

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

Located at: \_\_\_\_\_

Assessor's Lot No: \_\_\_\_\_

Zone in which the Property Lies: \_\_\_\_\_

Intended Use:

Retail

Single Family Residential

Office

Multiple Family Development

Mixed Use

Industrial

\_\_\_\_\_ Number of Efficiency Units

\_\_\_\_\_ Number of 1 Bedroom Units

\_\_\_\_\_ Number of 2 Bedroom Units

\_\_\_\_\_ Number of 3 Bedroom Units

\_\_\_\_\_ Total Number of Units

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)