

COMMON COUNCIL MEETING AGENDA

FEBRUARY 3, 1987

Meeting to be 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, Philip, DeMille, Godfrey, Flanagan, Zotos, Hadley, Rotello, Cassano, McManus, Gallo, Esposito, Charles, Boynton, Butera, DaSilva, Eriquez, Farah, Smith, Torian.

21 Present 0 Absent

NOTICES & ANNOUNCEMENTS BY MAYOR DYER

CONSENT CALENDAR

The Consent Calendar was

Minutes of the Common Council Meeting held January 6, 1987.

The Minutes were

3 Brothers Restaurant, ✓ Veronica McLean, ✓ Alexander J. Palyo, ✓ Peter McManus, ✓ W. R. Voight, ✓ Kevin Corcoran, ✓ Sam Freundlich, ✓ Robert Easton Dawson.

The Claims were

Meserve Fund Grant to the Department of Elderly Services

The Resolution was

Title III Grant for Interweave

The Resolution was

Promotions within the Police Department

The Communication was

MINUTES

01 ✓  
CLAIMS

2 ✓  
RESOLUTION

3 ✓  
RESOLUTION

04 ✓  
COMMUNICATION

COMMON COUNCIL MEETING AGENDA

FEBRUARY 3, 1987

PAGE - 2

06 ✓  
COMMUNICATION

Appointments to the Library Board

The Communication was

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07 ✕  
COMMUNICATION

Appointments to the Parks and Recreation Commission

The Communication was *withdrawn*

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08 ✓  
COMMUNICATION

Appointments to the Redevelopment Agency

The Communication was

---

09 ✕  
COMMUNICATION

Appointments to the Youth Commission

The Communication was *withdrawn*

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010 ✓  
COMMUNICATION

Request for Abatement of Interest

The Communication was

---

011 ✓  
COMMUNICATION

Stipulation regarding Prohibiting use of Strip of Land on  
Stadley Rough Road

The Communication was

---

012 ✓  
COMMUNICATION

Novo Laboratories, Inc.

The Communication was

---

013 ✓  
COMMUNICATION

Request for Committee to Study concerns on Shelter Rock and  
Plumtrees Road

The Communication was

---

014 ✓  
COMMUNICATION

State and Federal Projects Budget Increase

The Communication was

---

015 ✓  
COMMUNICATION

Drainage Easement - Sheridan Street

The Communication was

---

016 ✓  
COMMUNICATION

Construction of New Taxiway at Airport

The Communication was

---

017 ✓  
COMMUNICATION

Request for Acceptance of Donation from John Errichetti

The Communication was

COMMON COUNCIL MEETING AGENDA

FEBRUARY 3, 1987

PAGE - 3

018 ✓  
COMMUNICATION

Dam Improvement Project

The Communication was

-----

019 ✓  
COMMUNICATION

Request for Easement on Bank Street

The Communication was

-----

020 ✓  
COMMUNICATION

Request for sewer and water extension at 6 South Street

The Communication was

-----

021 ✓  
COMMUNICATION

Request that the City purchase additional grave sites for Veterans

The Communication was

-----

022 ✓  
COMMUNICATION

Planned Parenthood - Request for Exemption

The Communication was

-----

023 ✓  
COMMUNICATION

Maple Avenue Ext. Property

The Communication was

-----

024 ✓  
COMMUNICATION

Request for Water Extension at Plumtrees Road

The Communication was

-----

025 ✓  
COMMUNICATION

Appointment of Off-Site Space Committee

The Communication was

-----

026 X  
COMMUNICATION

Request for Easement on Bank Street

The Communication was - *withdrawn*

-----

027 ✓  
COMMUNICATION

Safe Rides Program

The Communication was

-----

028 ✓  
COMMUNICATION

Storm Drainage Relocation - DeSoto Real Estate

The Communication was

-----

029 ✓  
COMMUNICATION

Designer Showhouse Lease

The Communication was

COMMON COUNCIL MEETING AGENDA

FEBRUARY 3, 1987

PAGE - 4

030 ✓  
COMMUNICATION

Danbury-Bethel Interlocal Agreement - Shelter Rock Road Bridge Reconstruction

The Communication was

031 ✓  
COMMUNICATION

Agreement Between the City of Danbury and the Danbury Cemetery Association, Inc.

The Communication was

032 ✓  
COMMUNICATION

Agreement between Local 522 Painters Union and the City of Danbury

The Communication was

033 ✓  
COMMUNICATION

Request for Funds from Airport for Overtime Account

The Communication was *w. thdrawn*

034 ✓

DEPARTMENT REPORTS

- |                                       |   |
|---------------------------------------|---|
| Tree Warden ✓                         | ✓ Airport Administrator   |
| Parks Maintenance Division ✓          | ✓ Police Department   |
| Housing Code Enforcement Officer ✓    | ✓ Public Health Inspector/Sanitation Coordinator of Environmental and Health Services |
| Danbury High Blood Pressure Program ✓ |   |

The Reports were

035 ✓  
REPORT AND ORDINANCE

Tax Credit for Elderly Homeowners

The Report and Ordinance were

036 ✓  
REPORT AND ORDINANCE

Amendment of the Danbury Administrative Code - Section 13A-36 and 13-40

The Report and Ordinance were

037 ✓  
REPORT

Bonding Procedures, City of Danbury

The Report was

038 ✓  
REPORT

Capital Line Item (Improvements at Hatters Community Park)

The Report was

039 ✓  
REPORT

Affordable Housing Demonstration Project

The Report was

COMMON COUNCIL MEETING AGENDA

FEBRUARY 3, 1987

PAGE - 5

040  
REPORT

Hazardous Curve on Mountainville Road

The Report was

---

041  
REPORT

Sunset Review Committee

The Report was

---

042  
REPORT

Noise and Hearing Damage

The Report was

---

043  
REPORT

Request for Teen Center

The Report was

---

044  
REPORT

Parking Lot at Jackson-Hanson Site

The Report was

---

045  
REPORT

Offer to purchase land at 36 Driftway Road

The Report was

---

046  
REPORT

Revocable License to Thomas A. Settle, Inc. for elevator at Old Library

The Report was

---

047  
REPORT

Request from IMS Group for lease at Tarrywile Park

The Report was

---

048  
REPORT

State Land at the corner of Virginia Avenue Ext. and Forest Avenue

The Report was

---

049  
REPORT

Ward Reapportionment

The Report was

---

050  
REPORT

Police Alarm System

The Report was

---

051  
REPORT

Request for extension of water and sewer - First Danbury Properties, Wooster Heights

The Report was

COMMON COUNCIL MEETING AGENDA

FEBRUARY 3, 1987

PAGE - 6

Request for Extension of Sewer - Danbury Suburban Residential Corporation - Breezy Hill Road

The Report was

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PUBLIC SPEAKING SESSION

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There being no further business to come before the Common Council, a motion was made by \_\_\_\_\_ and seconded by \_\_\_\_\_ for the meeting to be adjourned at \_\_\_\_\_ P.M.

53  
Resolution

Counseling services Program

54  
Report

Request for S/W Extension - 52 Main Street

55  
Communication

Waiver of Bid for Welfare Department File Cabinets

56  
Communication

Danbury Sewage Treatment Plan

57  
Communication

Request for Winter Road Maintenance of Snyg Harbor

# OMEGA ELECTRICAL CONTRACTORS

We Serve You Better

213 White Street  
DANBURY, CONNECTICUT 06810  
Phone 792-4551

## JOB INVOICE

# 2179

CUSTOMERS ORDER NO.	DATE ORDERED <i>1/4/86</i>
ORDER TAKEN BY	DATE PROMISED <input type="checkbox"/> A.M. <input type="checkbox"/> P.M.

BILL TO	<i>3 Brothers</i>	PHONE
ADDRESS	<i>White St.</i>	MECHANIC
CITY	<i>Danbury</i>	HELPER
JOB NAME AND LOCATION	<i>Danbury</i>	<input type="checkbox"/> DAY WORK <input type="checkbox"/> CONTRACT <input type="checkbox"/> EXTRA
DESCRIPTION OF WORK <i>Service call re/Power</i>		

QUANT.	DESCRIPTION OF MATERIAL USED	PRICE	AMOUNT
<i>1</i>	<i>100 amp 2 pole</i>	<i>98.00</i>	<i>98.00</i>
<i>3</i>	<i>20 amp 5 pole</i>	<i>6.50</i>	<i>19.50</i>
<i>1</i>	<i>Single Pole Disconnect</i>	<i>10.00</i>	<i>10.00</i>
<i>\$207.50</i>			

HOURS	LABOR	AMOUNT	TOTAL MATERIALS
<i>2</i>	MECHANICS <i>Adv @ 40.00</i>	<i>80.00</i>	<i>127.50</i>
	HELPERS <i>@</i>		<i>80.00</i>
I hereby acknowledge the satisfactory completion of the above described work:		TOTAL LABOR <i>80.00</i>	TOTAL <i>207.50</i>
SIGNATURE		DATE COMPLETED <i>1/1</i>	

# proposal

RECEIVED  
111  
11/15/87

Proposal submitted to: 3 BROTHERS REST.

Street: WHITE ST.

City, State and Zip Code: DANBURY, CT. 06810

Date: 11/5/87

Job location: EXTERIOR SIGNAGE.

We hereby submit specifications and estimates for: REPLACE SIGN STRUCTURE DAMAGED BY SNOW PLOW.

① 4' X 6' DOUBLE FACE ELECTRIC HANGING SIGN w/EXTRUDED BOX + PLEXIGLASS PAGES.

② 6" X 20' X 1/4" SUPPORTING POLE w/WELDED BRACKETS, INSTALLED IN CONCRETE.

PRICE DOES NOT INCLUDE EXCAVATION THRU FROST, ROCK, OR OTHER HIDDEN COMPLICATTOWS.

WE PROPOSE hereby to furnish material and labor—complete in accordance with above specifications, for the sum of: ≅ TWENTY-TWO HUNDRED + EIGHTY dollars (\$ 2280.00)

Payment to be made as follows:

50% DEPOSIT: \$ 1,140.00 BALANCE due upon completed delivery: \$ 1,140.00

(Orders of \$50 or less are to be paid for in advance.)

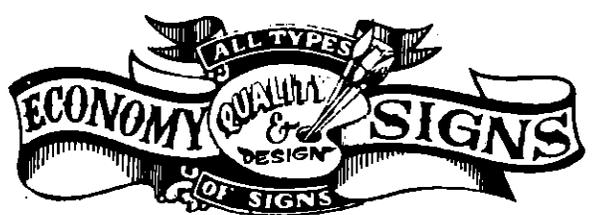
All quoted prices subject to Conn. State Sales Taxes.

### OUR SIGN POLICY

Sign materials, labor, and installation are guaranteed against defects for a period of 30 days.

Sign labor, and installation are further guaranteed for an additional 60 days. Necessary repairs and/or replacements will be made for the cost of materials.

Damages caused by accidents, Acts of God, vandalism, fire, and any other factors beyond our control are excluded from this guarantee. This guarantee is made subject to the above agreement.



**ECONOMY SIGNS** 20 GREAT PLAIN RD. DANBURY, CT. 06810 **748-4580**

ACCEPTANCE OF PROPOSAL—The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: ..... Signed Economy Signs *[Signature]*

Jan. 12, 1987

To whom this may concern,

On Dec. 24<sup>th</sup> 1986 at  
around 3:30 p.m. I was  
driving along pluntra road,  
leading for shelter, <sup>rock</sup> road,  
after the emission control  
station, there is a blind  
corner. As I approached the  
blind corner there was a  
large rock on my side of  
the road. To avoid hitting  
another car coming on the  
left side of the road. I  
stopped immediately but the  
rock stuck under my  
car. I have a witness whose  
name I took down who  
was behind me. she see  
me crawl under the car  
to pull the rock out.

I stopped by the city clerk's

office and was told to  
put in a claim. Enclose  
is damages done.

Thank You.

Veronica McLean  
55 Sugar St. Tr. 7  
Newtown,  
Ct. 06470.

**SHANNON BROS. SERVICE**  
 82 Greenwood Ave.  
 BETHEL, CONNECTICUT 06801  
 Phone 748-9627

NAME <i>McLeone</i>		DATE OF ORDER <i>12/27/86</i>
ADDRESS		<del>XXXXXXXXXX</del>
CITY	PHONE	No 3586
CUSTOMER'S ORDER NUMBER	ORDER WRITTEN BY	DATE PROMISED
YEAR, MAKE AND MODEL	SERIAL NUMBER	LICENSE NUMBER
	MOTOR NUMBER	ODOMETER

QTY.	PART NO. AND DESCRIPTION	AMOUNT	DESCRIPTION OF WORK	AMOUNT
1	muffler	68 69	LUBRICATION <input type="checkbox"/> CHANGE OIL <input type="checkbox"/> OIL FILTER <input type="checkbox"/> TUNE UP <input type="checkbox"/>	
1	exhaust pipe	49 30	TRANSMISSION <input type="checkbox"/> DIFFERENTIAL <input type="checkbox"/> WASH <input type="checkbox"/> POLISH <input type="checkbox"/>	
2	clamps	2 50	install muffler & pipe	30.00
(MAY BE CONTINUED ON OTHER SIDE) TOTAL PARTS		120 49	LITERS/GALS. OF GAS @	TOTAL LABOR
ACCESSORIES			LITERS/QTS. OF OIL @	TOTAL PARTS 120 49
TOTAL ACCESSORIES			KG/LBS. OF GREASE @	ACCESSORIES
			I hereby authorize the above repair work to be done along with the necessary materials. You and your employees may operate above vehicle for purposes of testing, inspection, or delivery at my risk. An express mechanics lien is acknowledged on above vehicle to secure the amount of repairs thereto. It is also understood that you will not be held responsible for loss or damage to cars or articles left in cars in case of fire, theft or any other cause beyond your control.	GAS, OIL AND GREASE
				OUTSIDE REPAIRS
				TAX 9 64
				TOTAL 159 53

*Thank You*

RECEIVED  
 JAN 14 7  
 DEPT. OF CIV. SERVICE

58103

DATE: 1/5/86  
 VEHICLE IDENTIFICATION NO.: 1G3AB69X81W32217250250105  
 MAKE - MODEL: Oldsmobile  
 LICENSE NO.: 452 BSE  
 NAME: Veronica McLean  
 ADDRESS: 53 Swartz  
 CITY/STATE: New Town 06470  
 ZIP: 06470  
 PHONE: 426-0450  
 BUSINESS PHONE: 426-0450  
 AUTHORIZED ADD'L REPAIRS: 2350  
 DATE: 1/5/86  
 TIME: 1:30  
 EMPLOYEE RECEIVING AUTH.: [Signature]

TERMS:	CASH	VISA	M/C	AMER. EXPR.	INSTRUCTIONS:
3360					ENG TIEING NOSE - [unclear]
291					ENGINE OPERATION CHECK-REPAIR
477					REPAIR LEAK - OIL LIGHT GOES OFF
					POSSIBLE OIL PAN DAMAGE REPAIR
					Replace Damag: oil Pan + Screen
					Work on leaking valve cover
					Not Mechan Claim
					4 wheel Brake checks -
					total per hour - TOTAL OF 18.75

ALL PARTS REMOVED WILL BE DISCARDED UNLESS OTHERWISE SPECIFIED  
 SAVE  
 DISCARD  
 TERMS: STRICTLY CASH  
 CUSTOMER'S SIGNATURE: Veronica McLean  
 SHOW LINE CODE (A-O) RELATING ALL PARTS TO F.C.  
 COST QTY PART NO. DESCRIPTION SALE

LINE	QTY	PART NO.	DESCRIPTION	SALE
3360	1	14077873	OIL PAN	58.80
291	1	14046491	OIL SCREEN	8.73
477	1	10523066	SEALANT	3.10
583			W/P charges	5.13

ACCT	DESCRIPTION	PER HOUR
	LABOR MECH.	63.64
	LABOR BODY SHOP	1.92
	SUBLET REPAIRS	
	PTS. & ACCESS. MECHANICAL	47.11
	PTS. & ACCESS. BODY SHOP	8.36
	TIRES	
	GAS, OIL & GREASE	2.85
	PAINT & BODY SHOP MATERIAL	
	TAX	
	<b>CUSTOMER PAYS</b>	<b>289.08</b>

ACCT	DESCRIPTION	PER HOUR
	<b>TOTAL PARTS</b>	
	SUBLET REPAIRS	
	GAL. GAS @	
	QTS. OIL @	
	LBS. GREASE @	
	<b>TOTAL GAS, OIL &amp; GREASE</b>	

WARRANTY COPY

from: ALEXANDER J. PALYO  
12 Virginia Ave.  
Danbury, Ct.  
06810-5735

to: Mr. Thomas Fabiano  
Workmans Compensation  
City Hall, Deerhill Ave.  
Danbury, Ct.  
06810

Dear Sir:

It is My understanding when an accident occurs to one of the children at school and where it is believed the school is responsible in measure for the occurrence that You are the appropriate individual to contact. If this is not the case please refer Me to the appropriate person. Otherwise, please continue.

The Child I'm referring to in this case is My Son, Alexander Michael Palyo, who is 9 years old. The School, within the Danbury System, being referred to is Great Plains Elementary. The accident being referred to occurred on 12/08/86 to My Son in the School gym during gym class. Details are included on the copy of My statement, attached.

The purpose of this correspondence is (1) to inform You of the accident (Mr. Molinaro, the School Principle, was informed verbally the day of the accident that alternatives of resolution must be found to this tragic occurrence); (2) to begin determining alternatives (I half hoped Your Office would have opened the discussion of resolution before it was necessary for Me to do so as a consoling gesture); and (3) to possibly arrive at a resolution by accepting the following proposal.

Purpose (1) is taken care of by way of this correspondence and the attached statement. (2) is incorporated within (3) which follows.

The proposal is thus.

Payment of \$7000.00 to the A. J. Palyo family.\*  
Relinquishment of any and all future claims arising from this occurrence.  
Additional issues of negligence and similar allegations will not arise as a result of this occurrence.

\*Over 85% of this figure is actual costs. The figure represents today's value although much of the work will be done 9 years from now. The present cost figures were given by a very reputable, low priced dental firm in Danbury. The remaining costs are basketed in inconveniences, unforeseen costs, etc.

I've been straightforward with the claim. I've been up front with the figures. I've calculated them very conservatively to make them attractive. I'm sure each of Us could easily find dentists who would have higher prices or inflate the prices. On the other hand I've left on room for bargaining and therefore I won't, can't, reduce the figure in all fairness to My Son.

The other alternatives are more time consuming, more formal and less productive for all concerned. Please respond, affirmatively, for all concerned by the end of January '87.

Sincerely,



att: 2

attachment #2

Work to be done on Alex between now and 1996.

Now: Build up and Bond  
1989 Rebond  
1991 Rebond  
1993 Rebond  
1995 Root Canal and Cap  
1996 Recap

(Aforementioned needed for 2 teeth)

# Injury to Alex's mouth...

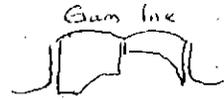
12/8/86

When: Today, ~ 11:15 am

Where: In gym @ Gr Plain EC School

How: Fall off parallel bars

Damage: ① 2 front upper teeth broken

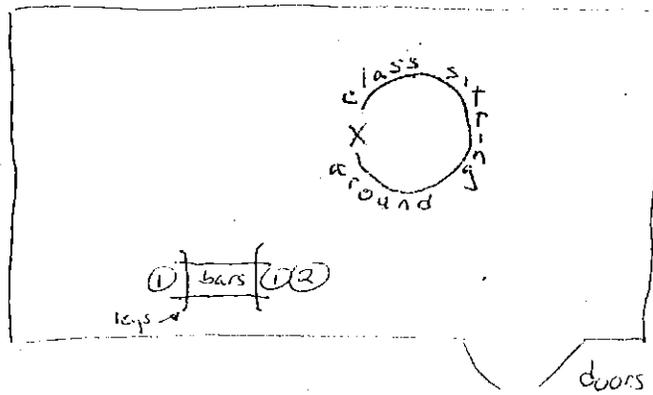


② bottom lip split, ③ upper lip swollen, ④ head ache

Supervision: Mr. Bay er (spelling phonetic)

Witness (primary) Tom Johnson (spell), (secondary) supervisor + class

Layout:



X = Supervisor

① no mats

② area of fall

Supervisor's statement to me was as follows. Supervisor called class into line for dismissal from gym session. Alex instead was playing on bars & fell off.

Alex's statement to me was as follows. Alex and Dan Towedy (spell) were sitting on bars watching 2 guys do handstands within circle of class. Supervisor called class to line. Dan jumped off. Alex went to jump off when his ankle caught on inside of bars causing him to fall head first onto floor @ ②. Alex also stated there was no mats around bars during gym. It was placed there latter.

When I seen gym there was a single mat under main section of bars, not covering legs or any portion outside of legs including where fall was taken.

12/8/86

1420 hrs

**DZANKO'S**  
 84 Newtown Rd.  
 DANBURY, CONNECTICUT 06810  
 (203) 797-9402

DATE <i>10/24/85</i>	TIME <i>3:00 PM</i>	REQUESTED BY <i>owner</i>	
LOCATION OF VEHICLE <i>101 Mt. Park</i>			
NAME		PHONE	
ADDRESS			
<b>MILEAGE</b> FINISH <u>    <i>75</i>    </u> START <u>    <i>90</i>    </u> TOTAL <u>    <i>5</i>    </u>	<b>SERVICE TIME</b> FINISH _____ START _____ TOTAL _____	<b>EXTRA PERSON</b> FINISH _____ START _____ TOTAL _____	
YEAR	MAKE/MODEL/COLOR <i>Red VAN</i>	SERIAL NO.	
VEHICLE LICENSE NO. <i>484 L/Mct</i>		DRIVER	
START <input type="checkbox"/>	LOCK OUT <input type="checkbox"/>	FLAT TIRE <input type="checkbox"/>	DOLLY <input type="checkbox"/>
BATTERY <input type="checkbox"/>	WET <input type="checkbox"/>	GAS <input type="checkbox"/>	FLAT TOW <input type="checkbox"/>
BRAKES <input type="checkbox"/>	FLOODED <input type="checkbox"/>	WRECK <input type="checkbox"/>	HOIST TOW <input checked="" type="checkbox"/>
TOWED TO <i>top to shell</i>			
REMARKS  <i>paid cash</i>	MILEAGE CHG.		
	TOWING CHG.	<i>34</i>	<i>00</i>
	LABOR CHG.		
	STORAGE CHG.		
	TOTAL	<i>434</i>	<i>00</i>
_____ (MECHANIC'S SIGNATURE) <i>RED</i>		_____ (AUTHORIZED SIGNATURE)	

10195

**road service**

No. 9079454

Save Ripped Tire

ACCOUNT NUMBER: **81542 20668 5**  
 NAME (PRINT): **POWER / BEARER**  
 ADDRESS: **32 Birch Drive**  
 CITY AND ZIP CODE: **Smithfield**  
 PHONE (AREA CODE): **743 9974**

SERVICE COMMENTS:  
**Right Rear Tire Spare**  
**straight cut**  
**Save old spare tire**  
**straight cut**

LABOR	SHOP CODE	CHARGES	WORK DONE BY
INSTALL TIRES/WHEEL BALANCE	11012	13 -	5843 6453
BATTERY SERVICE			
SHOCKS			
LUBE/OIL CHANGE OIL FILTER			
TRANSMISSION OIL/FILTER SERVICE			
ALIGNMENT REPAIR			
ALIGNMENT			
ENGINE DIAGNOSIS			
EXHAUST SYSTEM/MUFFLER/TAIL PIPE/EXHAUST PIPE			
BRAKE SERVICE			
COOLING SERVICE FLUSH			

CREDIT APPROVAL STATE LICENSE NO. (if applicable)  
 SELLING STORE NO. **1307** DATE OF SALE **4/18/77** SALES NO. **10364**  
 MAKE OF CAR **Ford Van - Brent** COLOR **White** YEAR **76**  
 LICENSE NO. **434 Gray** ODOMETER READING  
 VEHICLE IDENTIFICATION NO.  
 TIME IN **12:20** READY BY

REPLACED PARTS REQUESTED BY CUSTOMER  
 YES  NO  
 INITIAL ESTIMATE REVISED ESTIMATE DATE  
 PARTS PARTS TIME OF DAY  
 LABOR LABOR  
 TOTAL TOTAL  
 CUSTOMER CONTACTED BY  
 IN PERSON  BY PHONE  
 (NO.)

(if applicable) TAX  
 LABOR TOTAL (incl. tax if applicable)

SEE WARRANTY ON REVERSE SIDE  
 WORK AUTHORIZED BY: **R. Williams**

QTY.	DIV.	STOCK NO.	UNIT PRICE	AMOUNT OF SALE (CASH PRICE)	DESCRIPTION OF PARTS ALL PARTS NEW UNLESS OTHERWISE STATED.
4	95	41017	54.71		Guardsman Plus

DESCRIPTION OF PARTS ALL PARTS NEW UNLESS OTHERWISE STATED.  
**Guardsman Plus**

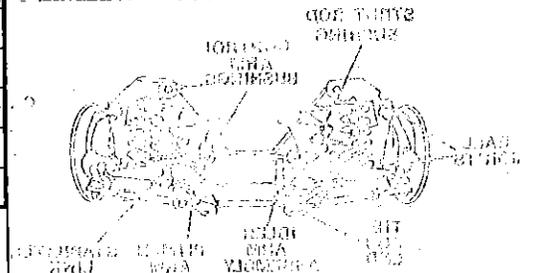
TAX  
 MERCHANDISE TOTAL (including tax)  
 TOTAL AMOUNT OF SALE  
 DEPOSIT  
 BALANCE

This purchase is subject to the approval of Sears Credit Sales Department and is made under my SearsCharge Account Security Agreement or my SearsCharge Modernizing Credit Plan Security Agreement which is incorporated herein by reference. I agree that Sears retains a security interest under the Uniform Commercial Code in the merchandise purchased until fully paid.  
**X**  
 This purchase is made under my Discover Cardmember Agreement which is incorporated herein by reference and I authorize the issuer to pay Sears. This sale is subject to the approval of the Discover Card Credit Department.  
**X**

REG	219.00
REG	13.00
ST	23.00
TAX	16.43

2 @ 122.50

Front Right	Front Right
Front Left	Front Left
Rear Right	Rear Right
Rear Left	Rear Left



22 Birch Drive,  
Bethel, CT 06801  
December 29, 1986

Superintendent of Highways  
Highway Department  
Newtown Road,  
Danbury, CT 06810

Att: Mr. Dan Minahan

Dear Sir:

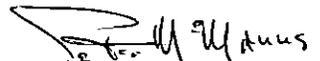
As I was traveling South on Mountainville Road in the city of Danbury, heading toward Bethel, I had a minor motor vehicle accident. This accident occurred approximately 150' North of the intersection of Reservoir Street. The accident was caused by a piece of broken 2 x 4 laying on the travel portion of the roadway on a curve. Another car traveling in the opposite direction caused me to bear over to the extreme right hand shoulder of the road. At this time I struck a rock, which was protruding from the shoulder. This rock than struck both of the tires on my vehicle, cutting them open.

I did speak to residents of this area who stated that this problem occurs frequently and to members of the Police Department. No formal accident was filed, due to the fact the only damage was to my vehicle. I had to be towed from the area and purchase two tires, which I hope the city will reimburse me for. The receipts will be forwarded on approval of payment.

If there are any questions you would like to ask, you may reach me at 743-4451 Ext. 496 during the day.

Thank you for your time.

Sincerely,

  
Peter McManus

cc: Mayor James Dyer

RECEIVED  
JAN 14 1987  
OFFICE OF THE CLERK

W R VOIGHT  
16 LAFAYETTE AVE  
RIDGEFIELD CT 06877

Ms Betty Crundigton, City Clerk  
City Hall  
155 Deer Hill Ave.  
Danbury, CT, 06810

RECEIVED  
CITY OF DANBURY  
OFFICE OF THE CITY CLERK

Dear Ms. Crundigton:

Mr. Phil Capozzi of the Mayor's Office has informed me that I may file a damage claim through your office for reimbursement.

On January 8, 1987 my 1979 Chevrolet Malibu Sedan received severe damage to the right front end when it dropped into a pot-hole on Wooster Street at 9:45 P.M. The damage required the replacement of the front tire and wheel balancing. A copy of the bill and credit card payment for \$78.64 is attached.

1/21/87

Very truly yours,  
Walter R. Voight

Ms Betty Crundigton, City Clerk  
City Hall  
155 Deer Hill Ave.  
Danbury, Ct. 06810

RECEIVED  
CITY OF DANBURY  
OFFICE OF THE CLERK

Dear Ms. Crundigton:

Mr. Phil Capozzi of the Mayor's Office has informed me that I may file a damage claim through your office for reimbursement.

On January 8, 1987 my 1979 Chevrolet Malibu Sedan received severe damage to the right front end when it dropped into a pot-hole on Wooster Street at 9:45 P.M. The damage required the replacement of the front tire and wheel balancing. A copy of the bill and credit card payment for \$78.64 is attached.

1/21/87

Very truly yours,  
Walter R. Voight



Kenneth Corcoran  
P.O. Box 8120  
New Fairfield, CT 06812

January 21, 1987

City of Danbury  
Road Repair Dept.  
Town Hall- Deer Hill Ave  
Danbury, CT 06810

RECEIVED  
CITY OF DANBURY  
JAN 21 1987

Dear City of Danbury,

Attached is a bill paid for one tire purchased at John A. Val Tires, Inc. December 31, 1986. On December 29, 1986 I was traveling home on East Pembroke Rd. One half mile past Tortilla Flats Restaurant, on the right, is a sharp boulder that jets out into the path of East Pembroke Rd. This rock punctured my previous tire on my auto.

I spoke to a young woman, at the Town Hall, about this situation. She, in turn, informed me to write a letter to the City of Danbury explaining what had occurred on East Pembroke Rd.

I feel this road hazard should be repaired so no other persons have to incur this unnecessary cost. I feel the City of Danbury is liable for this road hazard and would like full reimbursement for the attached bill.

Please reimburse me at the above address. If you have any questions or comments please call me at 746-9042.

Regards,

*Kenneth Corcoran*

Kenneth Corcoran



Sam Freundlich  
25 Granville Ave.  
Danbury, Ct. 06810

January 21, 1987

Dear Council Members,

On Jan. 20, 1987 a city truck was plowing snow on Granville Ave. My car was parked on the street by my house because I was not able to start it. My car, a 'blue '75 Chev. Impala was struck on the drivers side damaging the fender and chrome around the headlights.

Respectfully,

  
Sam Freundlich

216 East Fortyfifth Street  
New York, New York 10017  
Telephone 212 599-8181

City of Danbury  
Office of City Clerk  
155 Deer Hill Road  
Danbury, CT 06810

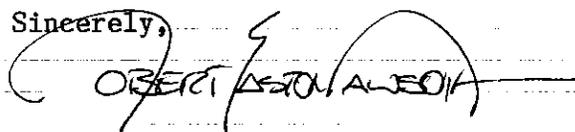
January 8, 1987

To City Clerk,

On the evening of January 7th, 1987 at approximately 7:15 pm while driving West on Miry Brook Road, my car struck an unmarked pothole near the intersection of Pine Mountain/ Briar Ridge. There appears to be a trench dug there which has not been properly filled nor marked and judging from the strewn hubcaps and other miscellaneous automotive debris in the vicinity, mine is not the only car which has fallen prey to this road hazard. I am writing at the recommendation of my attorney; George M. Cohan of Ridgefield, Ct. who advises me that proper maintenance and safe conditions of the roadway there is the responsibility of the City of Danbury. I respectfully urge you to expedite repair of this stretch of road before someone is hurt there. Furthermore, I demand compensation for the damage to my 1984 Audi 5000 Turbo which, due to this incident, is no longer operable. The extent of the damages as assessed by Hank Bagmeyer; Service Manager at Danbury Volkswagen/ Audi, includes irreparable denting and deformation of both right side wheels, irreparable damage to the right front tire and misalignment of the front undercarriage. Replacement cost for the wheels is \$325.45 apiece, \$287.65 for the Goodyear NCT Eagle 205-60/15 tire and \$35.00 for a front end realignment. Totaling the cost for the parts at \$938.55 plus \$70.39 tax plus the \$35.00 alignment amounts to \$1043.94.

The car can be made available for inspection at my home at 29 Bear Mountain Road, Ridgefield, Ct. where it will be garaged until repairs are made. Call me at my home number (203) 798-2524 for any additional information or to schedule an appointment. All calls are automatically forwarded to me. I do expect to be compensated straightaway and would appreciate prompt execution therein.

Thank you for your consideration in this matter.

Sincerely,  


Robert Easton Dawson  
REDac

OFFICE OF CITY CLERK



# RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

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

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Meserve Memorial Fund has authorized a grant to the Danbury Department of Elderly Services; and

WHEREAS, said grant is to be used over a 16 month period for the purposes of creating oral, written and visual presentations of the history of Danbury; and

WHEREAS, said funding for these purposes is in the amount of \$6,500.00;

NOW, THEREFORE, BE IT RESOLVED THAT the past actions of the Danbury Department of Elderly Services in applying for said grant be and hereby are ratified, and that any and all acts by the Danbury Department of Elderly Services and Mayor James E. Dyer necessary to effectuate the purposes hereof be and hereby are authorized.



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

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

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

January 15, 1987

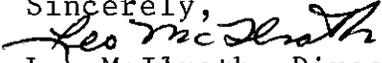
Ms. Betty Crudgington, City Clerk  
City Clerk Office  
City Hall - City of Danbury  
Danbury, Connecticut

Dear Ms. Crudgington,

Please include on the Common Council Agenda for February:

- 1) Approval of the Title III Grant for "Interweave" -  
the Danbury Adult Day Care Center - \$28,000
- 2) Approval of the Meserve Foundation Grant to the Department of Elderly Services for "History of Danbury" project. - \$6500

Resolutions for these two requests will be prepared by Corporation Counsel.

Sincerely,  
  
Leo McIlrath, Director  
Department of Elderly Services



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

January 14, 1987

THEODORE H. GOLDSTEIN  
CORPORATION COUNSEL  
ERIC L. GOTTSCHALK  
LASZLO L. PINTER  
SANDRA V. LEHENY  
LAWRENCE M. RIEFBERG  
ASSISTANT CORPORATION  
COUNSEL

PLEASE REPLY TO:  
155 Deer Hill Avenue  
DANBURY, CT 06810

Mr. Leo McIlrath  
Executive Director  
Department on Aging  
City of Danbury  
198 Main Street  
Danbury, Connecticut 06810

Re: Title III Grant Funding for Commission on Aging

Dear Leo:

I have, per your request, drafted a resolution regarding the funding for the Interweave programs. Please advise the City Clerk to place this item on the agenda for the Common Council's consideration at their next meeting on February 3, 1987. I will separately submit the resolution to the City Clerk for this purpose.

If you have any questions on this, please do not hesitate to contact me.

Very truly yours,

Laszlo L. Pinter  
Assistant Corporation Counsel

LLP:cr

Enclosure



# RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

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

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, The Administration on Aging of the United States Department of Health and Human Services in accordance with Title III of the Older Americans Act through the Connecticut Department on Aging in accordance with Sections 17-137(c)(d) of the Connecticut General Statutes and through the Western Connecticut Area Agency on Aging, Inc. have made available funds to public agencies; and

WHEREAS, the Danbury Department of Elderly Services has processed a grant application for Interweave, the Danbury Adult Day Care Center located at 198 Main Street, Danbury, Connecticut, for the period 2/1/87 - 12/31/87, in order that essential programs for the elderly be continued; and

WHEREAS, funds have been approved by the Western Connecticut Area Agency on Aging, Inc. in the amount of \$28,000.00 with a local cash match of \$20,027.00;

NOW, THEREFORE, BE IT RESOLVED THAT the past actions of the Danbury Department of Elderly Services in applying for said grant be and hereby are ratified, and that any and all additional acts by the Danbury Department of Elderly Services and Mayor James E. Dyer necessary to effectuate the purposes hereof be and hereby are authorized.



# CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

JAMES E. DYER  
MAYOR

February 3, 1987

Honorable Members of the Common Council  
Danbury, Connecticut

Dear Council Members:

I am making the following appointments in the  
Police Department:

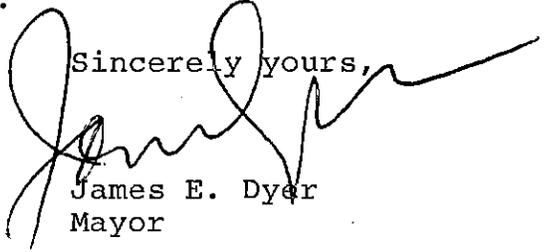
CAPTAINS

Robert Lovell

Andrew J. Woods

Effective February 9, 1987.

Sincerely yours,



James E. Dyer  
Mayor

cc: Police Chief Macedo  
Director of Personnel  
Director of Civil Service  
Payroll  
Comptroller



# CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

JAMES E. DYER  
MAYOR

February 3, 1987

Honorable Members of the Common Council  
City of Danbury  
Connecticut

Dear Council Members:

I respectfully request your confirmation of the following appointments to the Handicapped Commission:

Marilyn F. Dores, 179 South King Street, Danbury for a term to expire on March 1, 1989. Marilyn Dores is the Executive Assistant at WeCAHR.

Lorraine Moran, 17 Valley Stream Drive, Danbury for a term to expire on March 1, 1989. Mrs. Moran is active in many community activities.

Sincerely,

James E. Dyer  
Mayor

JED:mad



# CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

JAMES E. DYER  
MAYOR

February 3, 1987

Honorable Members of the Common Council  
City of Danbury  
Connecticut

Dear Council Members:

I respectfully request your confirmation of the following reappointments to the Library Board of Directors:

Gino J. Arconti, 22 Karen Road, Danbury  
Betty Jane Hull, 187 Kohanza Street, Danbury  
Mary D. Nahley, 20 Lindencrest Drive, Danbury

for terms to expire on January 1, 1990.

Sincerely,

James E. Dyer  
Mayor

No paperwork was  
found in the file.

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

08



# CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

JAMES E. DYER  
MAYOR

February 3, 1987

Honorable Members of the Common Council  
City of Danbury  
Connecticut

Dear Council Members:

I respectfully request your confirmation of the following appointment and reappointment to the Redevelopment Agency:

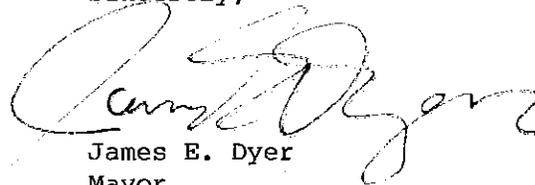
Appointment:

Robert L. Peat, 3 Dogwood Park North, Danbury for a term to expire on January 1, 1992. Mr. Peat is an attorney in Danbury.

Re-appointment:

Boyd O. Losee, Crestwood Drive, Danbury for a term to expire on January 1, 1991.

Sincerely,



James E. Dyer  
Mayor

JED:mad

No paperwork was  
found in the file.

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

December 30, 1986  
3 Grenier Dr. Danbury,

Mrs. Constance McManus  
155 Deer Hill Ave.  
Danbury, CT 06810

Dear Mrs. McManus:

As we discussed on December 30, 1986 I am requesting an abatement of the interest assessment of \$12.28 on my 1986 motor vehicle property tax for list number 8045. As I acted as a responsible citizen by notifying the Town of Danbury that they had not sent me a bill for the 1986 property tax, I am requesting an abatement of the interest assessment. The tax collector had access to the change of address, as they did send my other motor vehicle assesment to the proper address, but they did not follow up on the matter when the bill was returned to them due to an incorrect address.

If you have any questions about this matter, please call me at 797-7123 (days) or 794-9161 (evenings).

Very truly yours,  
William H. Craft

Law Offices  
**Resha, Mannion & Smith**

ROBERT T. RESHA  
MICHAEL J. MANNION  
E. O'MALLEY SMITH

54 DIVISION STREET  
P. O. BOX 797  
DANBURY, CONNECTICUT 06810  
203. 792-3050

January 26, 1987

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

Dear Mrs. McManus:

We represent Mr. and Mrs. Otto A. Gravesen of 142 Stadley Rough Road, Danbury, who wish to purchase a parcel of real estate from the City of Danbury in conjunction with Allan S. Wilk, who is also an owner of contiguous property to the parcel in question. The real estate is described in a deed from Joseph J. Gillotti to the City of Danbury, recorded in Volume 505 at Page 654 of the Danbury Land Records (copy enclosed). The property is also shown on the Gillotti subdivision map, a portion of which is also enclosed.

We believe the reason this strip of land was conveyed to the City was to prevent the continuation of Glendale Drive to Stadley Rough Road. Mr. and Mrs. Gravesen and Mr. Wilk wish to attach the strip to their existing lots in order to increase the size of those lots. Consequently, a stipulation in the deed to that effect and prohibiting the use of the land as a public road is acceptable to the parties. We believe the present situation does little or nothing for the City and that a transfer of the parcel to private ownership will place the property back on the tax rolls.

If appropriate, please place this matter on the agenda of the next Common Council meeting which I will be happy to attend on behalf of Mr. and Mrs. Gravesen and Mr. Wilk.

Thank you in advance for your cooperation and assistance.

Very truly yours,

RESHA, MANNION & SMITH  
  
Michael J. Mannion

MJM/jcd  
Enclosures  
cc: Mr. and Mrs. Otto A. Gravesen

# To all People to Whom these Presents shall Come, Greeting:

Know Ye, That I, JOSEPH J. GILLOTTI, of the City of Danbury, County of Fairfield and State of Connecticut,

for the consideration of One (\$1.00) Dollar and other valuable consideration,

received to my full satisfaction of the CITY OF DANBURY, a municipal corporation, organized and existing under and by virtue of the laws of the State of Connecticut,

do remise, release, and forever QUIT-CLAIM unto the said CITY OF DANBURY, its

successors

~~XXXXXX~~ and assigns forever, all the right, title, interest, claim and demand whatsoever as

I the said releasor have or ought to have in or to

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

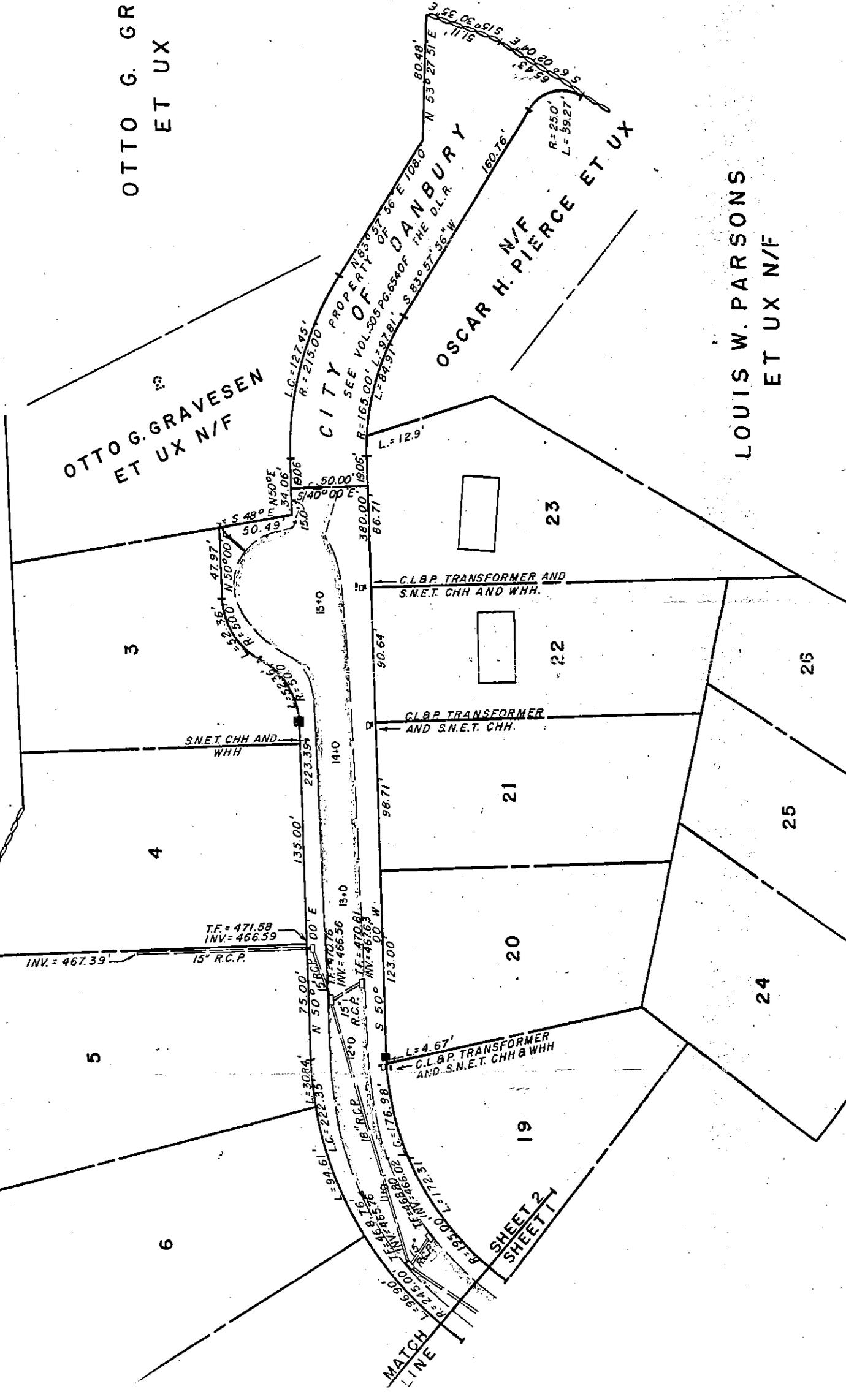
Commencing at a point on the Westerly side of Stadley Rough Road, which point marks the Southeasterly corner of property now or formerly Otto G. Gravesen and the intersection of a proposed road with Stadley Rough Road; thence running S 53° 27' 51" West 80.48 feet to a point; thence running S 83° 57' 56" West 108.00 feet to a point; thence running along the arc of a curve in a Southwesterly direction having a radius of 215.00 feet 127.45 feet to a point; thence running S 50° 00' West 19.06 feet to a point; thence running S 40° 00' East 50.00 feet to a point; thence running N 50° 00' East 19.06 feet to a point; thence running along the arc of a curve having a radius of 165.00 feet, in a Northeasterly direction, 97.81 feet to a point; thence N 83° 57' 56" East 160.76 feet to a point; thence running along the arc of a curve having a radius of 25 feet 39.27 feet to a point on the Westerly side of Stadley Rough Road; thence running N 6° 02' 04" West 65.43 feet to a point; thence running N 15° 30' 35" West 51.11 feet to the point or place of beginning.

Said premises being a portion of the roadway shown and designated as Glendale Drive on a certain map entitled "Subdivision Prepared for Joseph Gillotti, Stadley Rough Road, Danbury, Connecticut, January 15, 1971, Scale 1" = 60', " which map was revised February 5, 1971, and again on April 1, 1971, and certified substantially correct by Sydney A. Rapp, Jr., and which map is on file in the Town Clerk's office of the City of Danbury.

Being that portion of said roadway which runs in a Northeasterly direction to Stadley Rough Road from a point 15 feet Northeasterly of the Southwesterly corner of Lot #2 ( property of Otto G. Gravesen et ux ) shown on said map.

FRANK E. DAVIS

58110  
10/14/75



OTTO G. GRAVESEN  
ET UX N/F

OSCAR H. PIERCE ET UX

LOUIS W. PARSONS  
ET UX N/F

SHEET 2  
SHEET 1

MATCH  
LINE

12

**DAVID F. BENNETT**

ATTORNEY AT LAW

152 DEER HILL AVENUE

SUITE 114

DANBURY, CONNECTICUT 06810

ALSO ADMITTED IN  
DISTRICT OF COLUMBIA  
FLORIDA  
NEW YORK

TELEPHONE 797-9888  
AREA CODE 203

January 26, 1987

By Hand Delivery

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

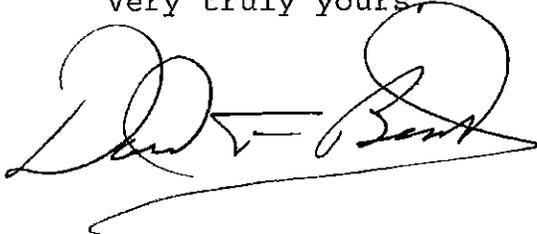
RE: Novo Laboratories, Inc.

Dear Mrs. McManus:

I represent Novo Laboratories, Inc., which is presently constructing its national office headquarters and research facility on Turner Road, Danbury, Connecticut. Please accept this correspondence as a request for a waiver to the regulations of the City of Danbury requiring granite curbing for the reconstruction of Turner Road. I am including a copy of the correspondence from Novo Laboratories, Inc. to Mr. Schweitzer which sets forth the basis for the request. I am advised by Leonard Sedney, Planning Director of the City of Danbury, and John Schweitzer, City Engineer, that this request for a waiver must be presented to the Common Council of the City of Danbury. Please forward this to the appropriate sub-committee of the Common Council and inform me of the meeting date and I will be pleased to attend, together with representatives of Novo Laboratories, Inc.

Thank you for your assistance in this matter.

Very truly yours,



DFB/cl  
enclosure



# NOVO LABORATORIES INC.

59 DANBURY ROAD

P.O. BOX D

WILTON, Connecticut 06897-0820

(203) 762-2401

June 27, 1986

Mr. John A. Schweitzer, Jr.  
City Engineer  
City of Danbury  
155 Deer Hill Avenue  
Danbury, Connecticut 06810

Re: Curbing on Turner Road

Dear Mr. Schweitzer:

On behalf of Novo Laboratories, Inc. (NLI), I would request that consideration be given by the City of Danbury to allow the use of asphaltic concrete curbing on Turner Road from its intersection at Saw Mill Road to the driveway entrance to NLI. I recognize that the proposed roadway falls within an IL-40 zone in which a standard "industrial roadway" would be 36 feet wide with granite curbing. The purpose of this type of road construction is to absorb the wear and tear of relatively large volumes of traffic and, in particular, truck traffic.

The 22-foot wide roadway being constructed by NLI is essentially a very low traffic volume road designed to service a medium size corporate headquarters and research facility. It is estimated that peak hour generation rates will be approximately 100 trips per day while average daily truck traffic will approximate 5 vehicles of generally small to medium size trucks with an estimated count of 1 semi-trailer per day. On the basis of these factors, it is suggested that the usual requirement for granite curbing does not apply. This would seem to be consistent with the recent reconstruction in Ridgefield whereby a 27-foot pavement width with partial asphaltic concrete curbing is proposed. It would be reasonable to consider installation of granite curbing at the intersection curve radii for curb durability.

.... /

Page 2 of 2

If future development on property in Ridgefield resulting in large increases in traffic flow on Turner Road dictates that the roadway width be increased significantly, we would concur that granite curbing is required as a condition of roadway widening. In the meantime, we would request that you give consideration to NLI's request for the use of asphaltic concrete curbing in lieu of granite curbing.

If you have any questions or comments, please feel free to contact me or our consultant, Mr. David E. Williamson.

Yours truly,

*J. Barry Buzogany*  
for Klaus Mortensen  
Project Manager

KLM:pm

- cc: D. Bennett
- G. Hadden
- R. Heimbuch
- D. Williamson





013

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

February 3, 1987

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

In response to constituents' concern, I hereby request the appointment of a committee to review conditions of drainage, maintenance and traffic on Shelter Rock and Plumtrees Roads.

Respectfully submitted,

Mounir Farah  
Council-at-Large



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

DEPARTMENT  
OF FINANCE

January 26, 1987

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

RE: State and Federal Projects Budget Increase

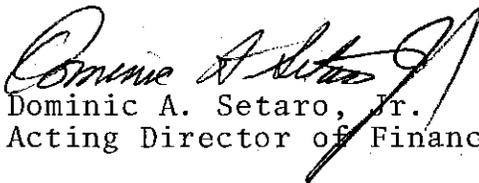
Dear Mayor Dyer:

Attached you will find a copy of a letter sent to me by Mr. Walter Skowronski, Director of Finance and Support Services for the Danbury Public Schools.

Mr. Skowronski is requesting that the State and Federal Projects budget be amended from \$1,706,772 to \$2,061,234 which represents a \$354,462 increase. In order for this to take place, the Common Council must approve the increase in this line item. Therefore, would you please place this letter on the February Common Council agenda for Common Council approval.

Please note that no certification of funds is necessary. We will amend the State and Federal Projects budget and revenue in a like amount.

Very truly yours,

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

DAS/af  
Enc.

c: Walter Skowronski

✓14

**DANBURY PUBLIC SCHOOLS**  
School Administration Building, Mill Ridge  
Danbury, Connecticut 06811  
(203)797-4700

**Walter E. Skowronski**  
Director Finance & Support Services  
797-4715

January 16, 1987

Mr. Dominic Setaro  
Acting Finance Director  
City of Danbury  
155 Deer Hill Avenue  
Danbury, CT 06810

Dear Dom,

Please be advised that the Board of Education at its January 14, 1987 meeting adopted a revised State and Federal Budget of \$ 2,061,234 (see attached).

Please initiate necessary action to obtain authorization for this revised appropriation.

Thank you for your attention to this matter.

Sincerely,



Walter E. Skowronski,  
Director of Finance & Support Services

WES/jn  
Enc.

14

STATE & FEDERAL PROGRAMS BUDGET

1986 - 1987

<u>FEDERAL PROGRAMS</u>	<u>PROJECTED</u> <u>1986-87</u>	<u>ACTUAL</u> <u>1986-87</u>
Chapter I Entitlement	\$ 412,000	\$ 465,575
Chapter I Carryover	130,000	215,124
Ed of Handicapped Entitlement	221,500	226,825
Ed of Handicapped Carryover	-0-	17,374
Voc Ed/Carl Perkins Entitlement	17,900	47,019
JTPA (JOBS & Get It Together)	80,000	107,825
Chapter 2 Entitlement	34,400	74,645
Chapter 2 Carryover	-0-	1,159
Indochinese Entitlement	29,210	17,182
Indochinese Carryover	-0-	5,871
Head Start (CACD)	169,000	161,735
Adult Basic Education	17,479	14,857
Birth to Three Program	-0-	64,874
Emergency Immigration	-0-	21,684
Title II Math/Science	-0-	8,884
	<hr/>	<hr/>
TOTAL FEDERAL PROGRAMS	\$ 1,111,489	\$ 1,450,633
<u>STATE PROGRAMS</u>		
Adult Basic Education	\$ 32,200	\$ 31,089
PA 604 - Head Start	129,360	129,361
PA 604 - Head Start Carryover	10,000	25,251
Health & Welfare Non-Public Schools	270,000	242,068
Bilingual Education	15,975	17,680
State Services for the Blind	30,000	30,000
EERA	101,661	129,052
	<hr/>	<hr/>
TOTAL STATE PROGRAMS	\$ 589,196	\$ 604,501
<u>OTHER PROGRAMS</u>		
Union Carbide Grant	\$ -0-	\$ 13
Adult Education - Tuition	6,087	6,087
	<hr/>	<hr/>
TOTAL OTHER PROGRAMS	\$ 6,087	\$ 6,100
TOTAL FEDERAL/STATE/OTHER	<u>\$ 1,706,772</u>	<u>\$ 2,061,234</u>

12/29/86



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

THEODORE H. GOLDSTEIN  
CORPORATION COUNSEL  
ERIC L. GOTTSCHALK  
LASZLO L. PINTER  
SANDRA V. LEHENY  
LAWRENCE M. RIEFBERG  
ASSISTANT CORPORATION  
COUNSEL

PLEASE REPLY TO:

DANBURY, CT 06810

January 26, 1987

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

Re: Jose M. Nunes  
Drainage Easement - Sheridan Street  
Item #022, January 6, 1987

Dear President McManus:

I have reviewed the letter from City Engineer John A. Schweitzer, Jr. to you of January 22, 1987 in connection with the above. The City Engineer notes that while the proposed drainage easement is of benefit to the City of Danbury several details must still be addressed. Once Engineering is satisfied with the proposal, this office will be in a position to review the documents and approve those in a form acceptable to the City of Danbury.

Sincerely,

Eric L. Gottschalk  
Assistant Corporation Counsel

ELG:cr



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

ENGINEERING DEPARTMENT  
203-797-4641

January 22, 1987

15  
JOHN A. SCHWEITZER, JR.  
City Engineer

Councilwoman Constance McManus  
Chairman  
Common Council  
City of Danbury  
155 Deer Hill Avenue  
Danbury, CT 06810

Dear Councilwoman McManus:

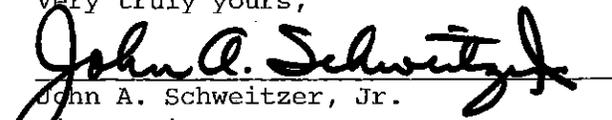
Jose M. Nunes  
Drainage Easement  
Sheridan Street  
Item #022, January 6, 1987

This office has reviewed the proposal of Jose M. Nunes to dedicate a drainage easement on Sheridan Street to the City. This proposal is Item 022 on the agenda for the January 6, 1987 Common Council meeting.

We recommend that the City accept this drainage easement, however, we also recommend that before a final document is drawn up and a map is filed, the surveyor verify the location of the existing storm drain as shown on the map submitted for review. The map submitted is entitled "Topographical Map Prepared for Jose M. Nunes, Danbury, Connecticut Scale:1"=20' Total area: 1.005 Ac Zone: R-3 Date: Sept. 3, 1986 Revised: Oct. 8, 1986" and was prepared by Surveying Associates, P.C. The location of the existing pipe as shown on the above referenced map conflicts with locations shown on maps numbered 982, 3441 and 4483 on file in the Danbury Land Records.

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

Very truly yours,

  
John A. Schweitzer, Jr.  
City Engineer

JAS/PAE/dms

c: Mayor James E. Dyer  
Basil Friscia  
Eric L. Gottschalk

January 26, 1987

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

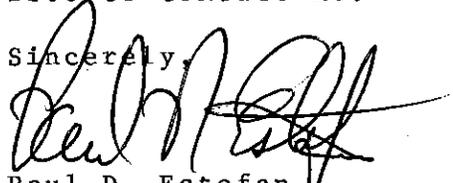
Honorable Mayor,

We have received a preliminary word from the F.A.A. that our request to construct a new taxiway and apron off of Alpha taxiway and a security fencing project is being given consideration for funding this year.

If the FAA funds these projects this year their share of monies is \$ 791,100.00, State of Connecticut's share is going to be \$65,875.00 and the Local match for the fencing project is going to be \$4,850.00 and the Taxiway and Apron is \$17,125.00 for a total of \$21, 975.00 for both projects.

Your consideration in this matter would be greatly appreciated. If I can be of any further assistance in this matter please feel free to contact me.

Sincerely,

  
Paul D. Estefan  
Airport Administrator

Dyer 14

RESOLUTION

JANUARY 26, 1987

WHEREAS, The Federal Aviation Administration of the United States Department of Transportation and the Bureau of Aeronautics of the Connecticut Department of Transportation make funds available through the Airport Improvement Act of 1982; and

WHEREAS, the City of Danbury intends to construct a paved Public Aircraft Parking Apron (650' X 120') and (35' X 360') stub taxiway to taxiway Alpha("A"), this project will improve the safety and efficiency of Airport Operations.

WHEREAS, the City of Danbury will make application for a Federal and State grant in an amount not to exceed \$685,000.00 with a local match of two and one half (2 1/2 %) percent equaling an amount not to exceed \$17,125.00.

NOW, THEREFORE, BE IT RESOLVED THAT THE MAYOR of the City of Danbury, James E. Dyer, is hereby authorized to make application for said grant, and that any and all additional acts necessary to effectuate said program be and hereby are authorized.

<b>FEDERAL ASSISTANCE</b>		2. APPLICANT'S APPLICATION IDENTIFIER		3. STATE APPLICATION IDENTIFIER	
1. TYPE OF SUBMISSION <input type="checkbox"/> NOTICE OF INTENT (OPTIONAL) <input checked="" type="checkbox"/> PREAPPLICATION <input type="checkbox"/> APPLICATION		a. NUMBER		a. NUMBER	
		b. DATE Year month day 19 86 12 30		b. DATE ASSIGNED Year month 19	
		Leave Blank			
4. LEGAL APPLICANT/RECIPIENT a. Applicant Name: City of Danbury b. Organization Unit: Danbury Municipal Airport c. Street/P.O. Box: 155 Deer Hill Avenue d. City: Danbury e. State: Connecticut f. Contact Person (Name & Telephone No.): Paul Estefan (203) 797-4624				5. EMPLOYER IDENTIFICATION NUMBER (EIN) 06-600-1868	
				6. PROGRAM (From CFDA) a. NUMBER: 2   0   *   1   0   1 b. TITLE: Airport & Airway Improvement Act of 1982	
7. TITLE OF APPLICANT'S PROJECT (Use section IV of this form to provide a summary description of the project) Construction of a paved Public Aircraft Parking Apron (650'x 120') and (35'x 360') stub taxiway to taxiway 'A'				8. TYPE OF APPLICANT/RECIPIENT A-State B-County C-City D-Other E-Local Purpose District F-Community Action Agency G-Higher Educational Institution H-Indian Tribe I-Other Eligible Enter appropriate letter: <input type="checkbox"/> E	
9. AREA OF PROJECT IMPACT (Names of cities, counties, states, etc.) Danbury, CT. (Fairfield County)				10. ESTIMATED NUMBER OF PERSONS BENEFITING 150,000	
12. PROPOSED FUNDS		13. CONGRESSIONAL DISTRICTS OF:		11. TYPE OF ASSISTANCE A-Grant B-Loan C-Construction D-Other E-Appropriation Grant F-Other Enter appropriate letter: <input type="checkbox"/> A	
a. FEDERAL	\$ 616,500 .00	a. APPLICANT	Fifth	14. TYPE OF APPLICATION A-Plan B-Request C-Revision D-Construction E-Appropriation Enter appropriate letter: <input type="checkbox"/> A	
b. APPLICANT	17,125 .00	b. PROJECT	Fifth	17. TYPE OF CHANGE (For 14 or 16) A-Increase Budget B-Decrease Budget C-Increase Duration D-Decrease Duration E-Construction N/A	
c. STATE	51,375 .00	15. PROJECT START DATE	Year month day 19	18. PROJECT DURATION 12 Months	
d. LOCAL	0 .00	16. DATE DUE TO FEDERAL AGENCY	Year month day 19 87 1 31	Enter appropriate letter: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
e. OTHER	0 .00	19. FEDERAL AGENCY TO RECEIVE REQUEST: Federal Aviation Administration			
f. Total	\$ 685,000 .00	a. ORGANIZATIONAL UNIT (IF APPROPRIATE) Airports Division		b. ADMINISTRATIVE CONTACT (IF KNOWN) Mr. William Cronan	
				20. EXISTING FEDERAL GRANT IDENTIFICATION NUMBER	
c. ADDRESS 12 New England Executive Park, Burlington, Ma. 01803				21. REMARKS ADDED <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
22. THE APPLICANT CERTIFIES THAT: To the best of my knowledge and belief, data in this preapplication/application are true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is approved.		a. YES, THIS NOTICE OF INTENT/PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE _____ b. NO, PROGRAM IS NOT COVERED BY E.O. 12372 <input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW <input type="checkbox"/>			
23. CERTIFYING REPRESENTATIVE		a. TYPED NAME AND TITLE James E. Dyer, Mayor, City of Danbury		b. SIGNATURE	
24. APPLICATION RECEIVED 19		25. FEDERAL APPLICATION IDENTIFICATION NUMBER		26. FEDERAL GRANT IDENTIFICATION	
27. ACTION TAKEN <input type="checkbox"/> a. AWARDED <input type="checkbox"/> b. REJECTED <input type="checkbox"/> c. RETURNED FOR AMENDMENT <input type="checkbox"/> d. RETURNED FOR E.O. 12372 SUBMISSION BY APPLICANT TO STATE <input type="checkbox"/> e. DEFERRED <input type="checkbox"/> f. WITHDRAWN		28. FUNDING a. FEDERAL \$ .00 b. APPLICANT .00 c. STATE .00 d. LOCAL .00 e. OTHER .00 f. TOTAL \$ .00		29. ACTION DATE: 19	
		30. STARTING DATE 19		31. CONTACT FOR ADDITIONAL INFORMATION (Name and telephone number)	
		32. ENDING DATE 19		33. REMARKS ADDED <input type="checkbox"/> Yes <input type="checkbox"/> No	

PREAPPLICATION FOR FEDERAL ASSISTANCE

PART II

- 1. Does this assistance request require State, local, regional or other priority rating? Yes  No
- 2. Does this assistance require State or local advisory, educational or health clearance? Yes  No
- 3. Does this assistance request require Clearinghouse review?  Yes No STATE OFFICE OF POLICY & MGT.
- 4. Does this assistance request require State, local, regional or other planning approval?  Yes No
- 5. Is the proposed project covered by an approved comprehensive plan?  Yes No MASTER PLAN
- 6. Will the assistance requested serve a Federal installation? Yes  No
- 7. Will the assistance requested be on Federal land or installation? Yes  No
- 8. Will the assistance requested have an effect on the environment? Yes  No See Attached Declaration
- 9. Will the assistance requested cause the displacement of individuals, families, businesses, or farms? Yes  No
- 10. Is there other related assistance for this project previous, pending, or anticipated? Yes  No

PART III - PROJECT BUDGET

FEDERAL CATALOG NUMBER (a)	TYPE OF ASSISTANCE LOAN, GRANT, ETC. (b)	FIRST BUDGET PERIOD (c)	BALANCE OF PROJECT (d)	TOTAL (e)
1. 20.106	GRANT			616,500
2.				
3.				
4.				
5.				
6. Total Federal Contribution		\$	\$	\$ 616,500
7. State Contribution				51,375
8. Applicant Contribution				17,125
9. Other Contributions				----
10. Totals		\$	\$	\$ 685,000

PART IV - PROGRAM NARRATIVE STATEMENT  
(Attach per instruction)

10

**DANBURY MUNICIPAL AIRPORT  
DANBURY, CONNECTICUT  
FY87 AIRPORT IMPROVEMENT PROGRAM  
PREAPPLICATION FOR FEDERAL FUNDS**

**PART IV - PROGRAM NARRATIVE STATEMENT**

**INTRODUCTION**

Danbury Municipal Airport (DXR) is located in one of the fastest growing regions in the Northeast. The increase in aviation activity, especially based aircraft, has paralleled this regional growth. Today, Danbury Municipal Airport is the largest General Aviation airport in the State. The continued, annual growth of these activities and aeronautically related business development has and will continue to require a great degree of effort, time and foresight on the part of the Danbury Aviation Commission, and the Airport Administrator, as well as require expense at all levels of government.

The Airport's need to upgrade and expand its facilities simply to accommodate the current demand in a more efficient, effective and safe manner is the purpose for which this FY87 program is proposed.

**NEEDS AND OBJECTIVES**

Construction of a paved public aircraft apron (650' x 120') and (35' x 360') stub taxiway to taxiway 'A':

- Currently, Danbury Municipal Airport has only one paved public aircraft parking apron. Many based aircraft are forced to park their aircraft in the grass to the west of the FBO (BAC) adjacent to the ATCT. Since much of the Airport is subject to flooding or saturated soil conditions during rainy conditions, it is apparent that additional apron space is necessary to allow safe and easy access to paved taxiways and runways.
- The existing FBO apron has one stub taxiway that is used by aircraft for both entering and leaving the FBO hangar and apron. Many times, one or more aircraft have to wait on T/W 'A' or stub T/W 'A-3' in order to allow another aircraft to exit the FBO apron.
- The objective of this project is to provide a paved, drained parking area for these aircraft that are presently being tied down in the grass to the west of the FBO (BAC), an area prone to flooding and muddy conditions. The stub taxiway would provide access to T/W 'A' while also alleviating a congestion problem on T/W 'A' and T/W stub 'A-3'.

**METHOD OF ACCOMPLISHMENT**

Construction of this paved apron and associated stub taxiway will consist of site clearing, excavation of unsuitable material, fill, grading, placement of stabilization fabric, placement of subbase and base materials, subdrainage, compacting, paving, landscaping, marking and installation of tiedowns. All work will be accomplished in compliance with CT DOT and FAA approved plans, specifications and bidding procedures.

**BENEFITS EXPECTED**

The proposed project will provide the Airport with a safe, paved public parking apron for aircraft.

**CONSISTENCY WITH MASTER PLAN**

The proposed parking apron location is consistent with the proposals in the current Master Plan Update. It is also consistent with the approved ALP.

**GEOGRAPHICAL LOCATION**

This project shall be accomplished on airport property, as is more particularly shown on Exhibit A, attached hereto.

**ELIGIBILITY**

The City of Danbury is an eligible sponsor as defined by the Airport and Airway Improvement Program of 1982, and able to receive Federal Aid under the Program.

**NEGATIVE ENVIRONMENTAL DECLARATION**

**I. Construction Procedures**

Construction of the parking apron will consist of site clearing, excavation, grading, placement of stabilization fabric, fill and compaction, paving, landscaping, marking and installation of tiedowns.

Site clearing will consist of removal of turf and other vegetation such as common reeds. No unique vegetation resources shall be effected. There are no wildlife or significant fauna species in the project area.

Excavation shall be accomplished with standard equipment. Material from excavation, when acceptable, shall be used as fill. The remaining material shall be legally and safely disposed of. Grading operations will be conducted with standard earth moving equipment. Fill will be placed and compacted and will not create significant subsidence or significantly impact any other subsurface condition. Where appropriate, the fill areas shall be loamed and seeded.

16

All physical construction will be entirely on airport property, therefore, there will be no community disruption and all construction work is located well away from residential areas. Construction noise and asphaltic odor should be limited to airport land. Dust control will be maintained during all earthwork and disturbed areas will be fully restored.

Construction materials will be delivered in covered trucks over truck routes that avoid residential areas. Open excavation in or adjacent to aircraft operating areas will be properly barricaded and where appropriate will be backfilled at the close of each work day. Work areas will be marked, lighted and guarded in accordance with approved plans and specifications.

The work will be done by established and familiar techniques that have proven to neither disrupt the surrounding community nor damage the human and natural environment.

## 2. Physical Environment

**Wetlands** Exhibit "B" shows the location of "Inland Wetlands" designated by the USDA Soil Conservation Service and Connecticut Department of Environmental Protection. The project is not located in these designated areas. The project, however, is adjacent to an area with some standing water and wetland-type vegetation, such as noxious wetland weed, common reed and purple loosestrife. This area is **not** classified as inland wetland, however. It is primarily only seasonally wet and could be easily developed without impact to any mature, diverse, or unique vegetation.

**Water Resources** The proposed project will not require the filling or modification of existing drainage ditches, streams, or ponds. Runoff from the apron will be allowed to either drain into the surrounding soil or piped into the airport drainage system, thus preserving the hydrological regime of the area. As no fueling or fuel storage facilities will be located in the area, the project will not be a significant source of groundwater contamination.

**Floodplains** The entire airport, including the project area, is located within a 100 year floodplain, according to the latest FEMA Maps. Prior to initiation of the project, all necessary state permits shall be obtained, and all state construction requirements shall be met for construction in floodplains.

**Vegetation and Wildlife** The proposed project shall have no impact on local vegetation and wildlife resources. No threatened or endangered species are within the project area.

## 3. Other Environmental Factors

The project will have an insignificant effect on aesthetics. No recreational, cultural or historic sites or geologically unstable areas are involved. There will be no displacement of residences or businesses.

16

The project is not expected to increase airport usage, attract larger or noisier aircraft or increase the airport's present demands on the environment.

The project conforms to the Danbury Municipal Airport Master Plan Update, and the National Airport System Plan.

## CONCLUSION

This proposed project is noncontroversial. Its items are categorically excluded from the requirements for a formal environmental assessment and it is expected that it qualifies for a finding of no significant impact.

### DETAILED PROJECT COST ESTIMATE

Construction of a paved public aircraft parking apron (650' x 120') and (35' x 360') stub taxiway to taxiway 'A'.

- Estimate below assumes a 36" pavement section and 3' excavation due to poor soil conditions. Soil borings will be required before actual pavement design is performed.

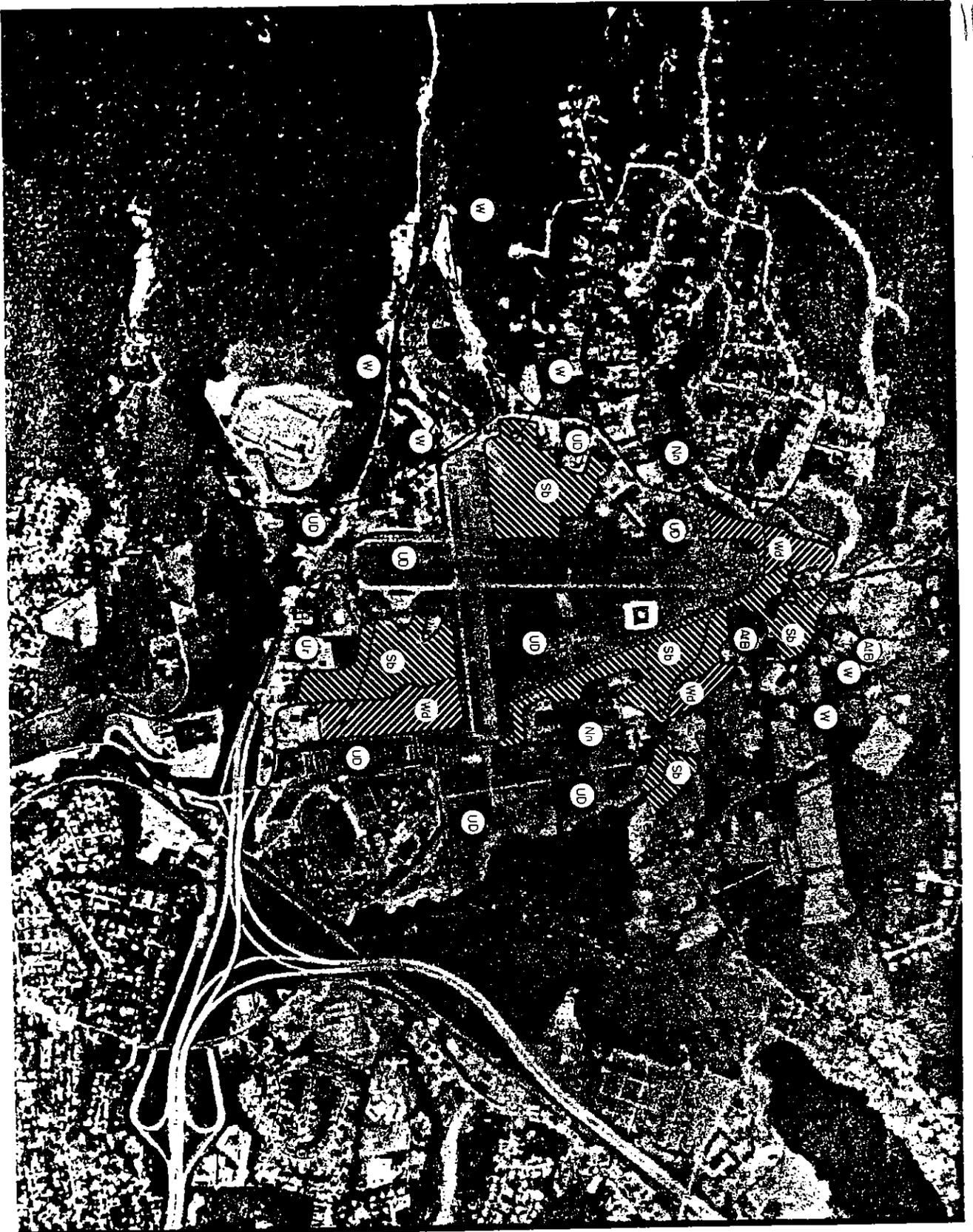
- 10,000 s.y. @ \$57/s.y. includes clearing, excavation, grading, fabric, fill, compacting, paving, marking, tiedowns and landscaping = \$570,000

- Sponsor's Administration = 3,000  
- Engineering = 112,000

Total Estimated Cost for Project = \$685,000

- Breakdown of Agency's Share of Costs

FAA (90%)	\$616,500
State of Connecticut (7.5%)	51,375
City of Danbury (2.5%)	<u>17,125</u>
TOTAL	\$685,000



**LEGEND**

Symbol	Name
A1B	Agawam fine sandy loam
Nn	Ninigret fine sandy loam
Sp	Saco silt loam
Wd	Walpole fine sandy loam
Ud	Udorthents, smooth (cut/fill soils)
Ur	Urban Land
(W)	Pond
—	Stream

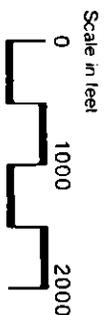
**PROJECT SITE**

USDA, Soil Conservation Service and Connecticut Department of Environmental Protection, designated "inland wetland" soils.

**Danbury Municipal Airport MASTER PLAN**

**Soil Resource Map / Wetlands**

Figure 1.09 Exhibit "B"

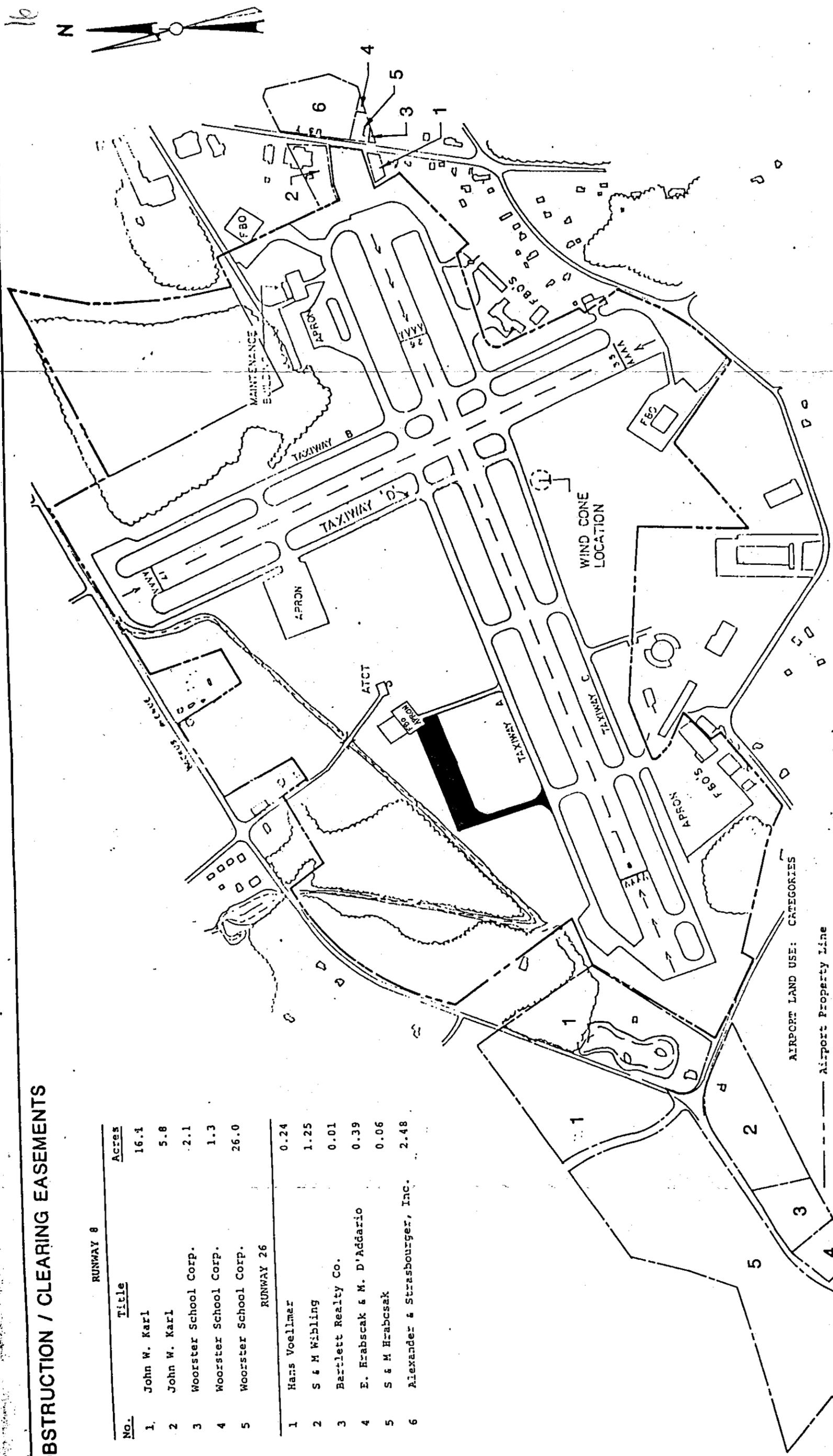


prepared by  
Edwards and Kelcey, Inc.

# OBSTRUCTION / CLEARING EASEMENTS

## RUNWAY 8

No.	Title	Acres
1.	John W. Karl	16.1
2	John W. Karl	5.8
3	Woorster School Corp.	2.1
4	Woorster School Corp.	1.3
5	Woorster School Corp.	26.0
RUNWAY 26		
1	Hans Voellmer	0.24
2	S & M Wibling	1.25
3	Bartlett Realty Co.	0.01
4	E. Hrabcsak & M. D'Addario	0.39
5	S & M Hrabcsak	0.06
6	Alexander & Strasbourger, Inc.	2.48



--- Airport Property Line  
 All land within the Airport Property Line is owned in fee simple title.

--- Aviation Easements

Current Aeronautical Use: All property within the current Airport Property Line is either vacant or reserved for aviation or aviation-related uses.

**EXHIBIT "A"**  
 DANBURY MUNICIPAL AIRPORT  
 DANBURY, CONNECTICUT  
 AIP NO. 3-09-0006-  
 SCALE: 1" = 500'

STATE OF CONNECTICUT  
**OFFICE OF POLICY AND MANAGEMENT**  
 COMPREHENSIVE PLANNING DIVISION  
 80 Washington Street, Hartford, CT, 06106-4459  
 TELEPHONE: (203) 566-3410

INTERGOVERNMENTAL REVIEW NO. \_\_\_\_\_  
 FEDERAL FUNDING DATE \_\_\_\_\_

**NOTIFICATION OF INTENT TO APPLY FOR FEDERAL ASSISTANCE**  
INSTRUCTIONS

1. Please type all entries.
2. Any questions considered to be non-applicable to the subject project, or if information is not available, use "NA".
3. If additional space for completion of answers, or for additional

- descriptive information is needed, please attach a supplemental sheet keyed to the appropriate question and line identification.  
 4. For project involving a specific site location, please attach a 8 1/2" X 11" black/white map delineating site location and boundaries.

**PART 1**

01	APPLICANT AGENCY NAME (Govt. or other organization applying for Federal Aid) <b>The City of Danbury</b>		APPLICANT'S PROJECT TITLE (A brief, descriptive, or popularized name of project) <b>Construct New Parking Apron and Stub Taxiway</b>	
02	CONTACT PERSON AND TITLE <b>Mr. Paul D. Estefan</b>		PROJECT LOCATION TOWNS (Name one or more, as appropriate.) <b>Danbury, Ct.</b>	
03	APPLICANT'S OFFICIAL MAILING ADDRESS (Street) <b>155 Deer Hill Ave.</b>		PROJECT LOCATION PLANNING REGIONS (Name one or more as appropriate.) <b>HVCEO</b>	
04	(Municipality) <b>Danbury</b>	(Zip Code) <b>06810</b>	SITE MAP <input checked="" type="checkbox"/> ATTACHED <input type="checkbox"/> NOT APPROPRIATE	
05	AREA CODE <b>203</b>	BUSINESS TELEPHONE <b>797-4624</b>	EXTENSION	ATTACHMENTS <input type="checkbox"/> FISCAL SUMMARY (State Agencies) <input checked="" type="checkbox"/> URBAN IMPACT STATEMENT (State & Municipal Agencies)

**PART 2**

06  ACQUISITION     COMMUNITY SERVICES     ENGINEERING RESEARCH PLANNING     CONSTRUCTION     OTHER (Specify) \_\_\_\_\_     CONTINUING NON-COMPETITIVE GRANT

07 PROJECT SUMMARY/DESCRIPTION (A brief, narrative description of the nature, purpose and characteristics of the project)

**Construct a Paved Public Aircraft Parking Apron (650' x 120') and (35' x 360') Stub Taxiway to Taxiway 'A'.**

(Use attachment if needed)

08 SIZE OR SCALE OF PROJECT ("X" one box indicating highest level of direct impact of project)  
 INTER-STATE     STATE-WIDE     INTER-REGIONAL     REGION-WIDE     MULTI-TOWN     TOWN-WIDE     NEIGHBORHOOD     OTHER (Specify) **On-airport**

09 OTHER MEASURES OF SIZE (No. of acres of land, housing units, hospital beds, etc.)      POPULATION DIRECTLY SERVED:      CURRENT: **150,000**      FUTURE (Yr., No.): **191,000 (1992)**

**PART 3**

10	FEDERAL FUNDS ANTICIPATED OR TO BE REQUESTED: \$ <b>616,500</b>	A. GRANT	B. OTHER \$ <b>---</b>	NON-FEDERAL MATCHING FUNDS:	C. STATE \$ <b>51,375</b>	D. LOCAL \$ <b>17,125</b>	E. OTHER \$ <b>---</b>	F. TOTAL FUNDS \$ <b>685,000</b>	
11	TYPE OF OTHER FEDERAL FUNDS (If entered in "B" above, e.g. Farmers Home Loan)				TYPE OF NON-FEDERAL OTHER FUNDS (If entered in "E" above, e.g. Ford Foundation Grant)				
12	FEDERAL AGENCY NAME (Federal agency to which application is to be sent) <b>Federal Aviation Administration (FAA)</b>				FEDERAL PROGRAM NO. AND TITLE (If known, show as listed in Catalogue of Federal Domestic Assistance) <b>Airport and Airway Improvement Act of 1982</b>				
13	FEDERAL AGENCY ADDRESS <b>Burlington 12 New England Exec. Pk. Mass. 01803</b>				FEDERAL CONTACT PERSON <b>Mr. Vincent Scarano</b> TELEPHONE NO. <b>(617) 273-7231</b>				
14	STATE GOVERNMENT INVOLVEMENT (If any) (Agency Name) <b>Ct. DOT, Bureau of Planning</b>				STATE CONTACT PERSON (If any, who is familiar with this project) <b>Mr. Roy Perkins</b>				
15	THIS NOTICE ALSO SENT TO:		NAME OF REGIONAL PLANNING AGENCY <b>N/A</b>		DATE SENT		DATE RECEIVED AT OPM:		
16	LATEST DATE FEDERAL FUNDING AGENCY MUST RECEIVE OPM LETTER CERTIFYING COMPLETION OF REVIEW OF THIS NOTIFICATION OF INTENT <b>As Soon As Possible</b> <small>Applicant must determine this date from the federal funding agency</small>								
17	FOR STATE AGENCY APPLICANT ONLY:		AGENCY NUMBER		IS STATE PLAN REQUIRED? ("X" One)				
				<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NOT KNOWN					

January 26, 1987

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

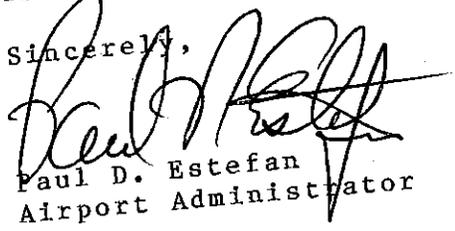
Honorable Mayor,

We have received a preliminary word from the F.A.A. that our request to construct a new taxiway and apron off of Alpha taxiway and a security fencing project is being given consideration for funding this year.

If the FAA funds these projects this year their share of monies is \$ 791,100.00, State of Connecticut's share is going to be \$65,875.00 and the Local match for the fencing project is going to be \$4,850.00 and the Taxiway and Apron is \$17,125.00 for a total of \$21, 975.00 for both projects.

Your consideration in this matter would be greatly appreciated. If I can be of any further assistance in this matter please feel free to contact me.

Sincerely,



Paul D. Estefan  
Airport Administrator

Dyer 14

RESOLUTION

JANUARY 26, 1987

WHEREAS, The Federal Aviation Administration of the United States Department of Transportation and the Bureau of Aeronautics of the Connecticut Department of Transportation make funds available through the Airport Improvement Act of 1982; and

WHEREAS, the City of Danbury intends to install security fencing automatic gate and culvert, this project will improve the safety and efficiency of Airport Operations.

WHEREAS, the City of Danbury will make application for a Federal and State grant in an amount not to exceed \$194,000.00 with a local match of two and one half (2 1/2 %) percent equaling an amount not to exceed \$4,850.00.

NOW, THEREFORE, BE IT RESOLVED THAT THE MAYOR of the City of Danbury, James E. Dyer, is hereby authorized to make application for said grant, and that any and all additional acts necessary to effectuate said program be and hereby are authorized.

16

<b>FEDERAL ASSISTANCE</b>		<b>2. APPLICANT'S APPLICATION IDENTIFIER</b>		<b>a. NUMBER</b>		<b>3. STATE APPLICATION IDENTIFIER</b>		<b>a. NUMBER</b>	
<b>1. TYPE OF SUBMISSION</b> (Mark appropriate box) <input type="checkbox"/> NOTICE OF INTENT (OPTIONAL) <input checked="" type="checkbox"/> PREAPPLICATION <input type="checkbox"/> APPLICATION		<b>b. DATE</b> Year month day 19 86 12 30		NOTE TO BE ASSIGNED BY STATE		<b>b. DATE ASSIGNED</b> Year month day 19			
								Leave Blank	
<b>4. LEGAL APPLICANT/RECIPIENT</b> a. Applicant Name: City of Danbury b. Organization Unit: Danbury Municipal Airport c. Street/P.O. Box: 155 Deer Hill Avenue d. City: Danbury e. County: Fairfield f. State: Connecticut g. ZIP Code: 06810 h. Contact Person (Name & Telephone No.): Paul Estefan (203) 797-4624						<b>5. EMPLOYER IDENTIFICATION NUMBER (EIN)</b> 06-600-1868			
<b>6. EMPLOYER IDENTIFICATION NUMBER (EIN)</b> a. NUMBER: 20106 b. TITLE: Airport & Airway Improvement Act of 1982						<b>7. TITLE OF APPLICANT'S PROJECT</b> (Use section IV of this form to provide a summary description of the project) Installation of security Fencing, Automatic Gate and Culvert		<b>8. TYPE OF APPLICANT/RECIPIENT</b> A-State B-Special Purpose District C-Intermediate D-Community Action Agency E-Higher Educational Institution F-County G-City H-Other (Specify)	
						Enter appropriate letter <input checked="" type="checkbox"/> E			
<b>9. AREA OF PROJECT IMPACT</b> (Names of cities, counties, states, etc.) Danbury, Fairfield, CT				<b>10. ESTIMATED NUMBER OF PERSONS BENEFITING</b> 150,000		<b>11. TYPE OF ASSISTANCE</b> A-State Grant B-Intermediate Grant C-Loan D-Insurance E-Other Enter appropriate letter(s) <input type="checkbox"/> A			
<b>12. PROPOSED FUNDING</b>		<b>13. CONGRESSIONAL DISTRICTS OF:</b>		<b>14. TYPE OF APPLICATION</b>		<b>17. TYPE OF CHANGE</b> (Per 14c or 14d) A-Increase Duration B-Decrease Duration C-Increase Duration D-Decrease Duration E-Expiration F-Other (Specify) N/a			
a. FEDERAL \$ 174,600 .00 b. APPLICANT 4,850 .00 c. STATE 14,550 .00 d. LOCAL --- .00 e. OTHER --- .00 f. Total \$ 194,000 .00		a. APPLICANT Fifth b. PROJECT Fifth		15. PROJECT START DATE Year month day 19 --- ---		16. PROJECT DURATION 12 Months		Enter appropriate letter(s) <input type="checkbox"/> A	
18. DATE DUE TO FEDERAL AGENCY > 19 87 1 31		<b>19. FEDERAL AGENCY TO RECEIVE REQUEST</b> Federal Aviation Administration				<b>20. EXISTING FEDERAL GRANT IDENTIFICATION NUMBER</b>			
a. ORGANIZATIONAL UNIT (IF APPROPRIATE) Airports Division		b. ADMINISTRATIVE CONTACT (IF KNOWN) Mr. William Cronan		<b>21. REMARKS ADDED</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
<b>22. THE APPLICANT CERTIFIES THAT</b> To the best of my knowledge and belief, data in this preapplication/application are true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is approved.		a. YES, THIS NOTICE OF INTENT/PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE _____		b. NO, PROGRAM IS NOT COVERED BY E.O. 12372 OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW <input type="checkbox"/>					
<b>23. CERTIFYING REPRESENTATIVE</b>		a. TYPED NAME AND TITLE James E. Dyer, Mayor, City of Danbury		b. SIGNATURE					
<b>24. APPLICATION RECEIVED</b> 19		<b>25. FEDERAL APPLICATION IDENTIFICATION NUMBER</b>		<b>26. FEDERAL GRANT IDENTIFICATION</b>					
<b>27. ACTION TAKEN</b> <input type="checkbox"/> a. AWARDED <input type="checkbox"/> b. REJECTED <input type="checkbox"/> c. RETURNED FOR AMENDMENT <input type="checkbox"/> d. RETURNED FOR E.O. 12372 SUBMISSION BY APPLICANT TO STATE <input type="checkbox"/> e. DEFERRED <input type="checkbox"/> f. WITHDRAWN		<b>28. FUNDING</b>		<b>29. ACTION DATE</b> 19		<b>30. STARTING DATE</b> 19		<b>32. ENDING DATE</b> 19	
		a. FEDERAL \$ --- .00 b. APPLICANT --- .00 c. STATE --- .00 d. LOCAL --- .00 e. OTHER --- .00 f. TOTAL \$ --- .00		31. CONTACT FOR ADDITIONAL INFORMATION (Name and telephone number)		33. REMARKS ADDED <input type="checkbox"/> Yes <input type="checkbox"/> No			

PREAPPLICATION FOR FEDERAL ASSISTANCE

PART II

1. Does this assistance request require State, local, regional or other priority rating? Yes  No
2. Does this assistance require State or local advisory, educational or health clearance? Yes  No
3. Does this assistance request require Clearinghouse review?  Yes  No State Office of Policy & Mgt.
4. Does this assistance request require State, local, regional or other planning approval?  Yes  No
5. Is the proposed project covered by an approved comprehensive plan?  Yes  No MASTER PLAN
6. Will the assistance requested serve a Federal installation? Yes  No
7. Will the assistance requested be on Federal land or installation? Yes  No
8. Will the assistance requested have an effect on the environment? Yes  No See Attached Declaration
9. Will the assistance requested cause the displacement of individuals, families, businesses, or farms? Yes  No
10. Is there other related assistance for this project previous, pending, or anticipated? Yes  No

PART III - PROJECT BUDGET

FEDERAL CATALOG NUMBER (a)	TYPE OF ASSISTANCE LOAN, GRANT, ETC. (b)	FIRST BUDGET PERIOD (c)	BALANCE OF PROJECT (d)	TOTAL (e)
1. 20.106	GRANT			174,600
2.				
3.				
4.				
5.				
6. Total Federal Contribution		\$	\$	\$ 174,600
7. State Contribution				14,550
8. Applicant Contribution				4,850
9. Other Contributions				-----
10. Totals		\$	\$	\$ 194,000

PART IV - PROGRAM NARRATIVE STATEMENT

(Attach per instruction)

**DANBURY MUNICIPAL AIRPORT  
DANBURY, CONNECTICUT  
FY 87 AIRPORT IMPROVEMENT PROGRAM  
PREAPPLICATION FOR FEDERAL FUNDS**

**PART IV - PROGRAM NARRATIVE STATEMENT**

**INTRODUCTION**

Danbury Municipal Airport (DXR) is located in one of the fastest growing regions in the Northeast. The increase in aviation activity, especially based aircraft, has paralleled this regional growth. Today, Danbury Municipal Airport is the largest General Aviation airport in the State. The continued, annual growth of these activities and aeronautically related business development has and will continue to require a great degree of effort, time and foresight on the part of the Danbury Aviation Commission, and the Airport Administrator, as well as require expense at all levels of government.

The Airport's need to upgrade and expand its facilities simply to accommodate the current demand in a more efficient, effective and safe manner is the purpose for which this FY87 program is proposed.

**NEEDS, OBJECTIVES AND BENEFITS**

**Installation of Security Fencing, Automatic Gate and Culvert**

**PHASE I**

Presently, there is a very serious deer hazard at DXR (see attached letter from State of Connecticut Department of Environmental Protection), and also a problem with non-authorized vehicles and pedestrians gaining access to various restricted areas on Airport property. The existing fence does not completely encompass the perimeter of the Airport property, thereby allowing easy access to deer, unauthorized vehicles and pedestrians.

This proposed fencing would prevent deer and pedestrians from entering the airport property. The culvert would allow the proposed fence to cross an existing drainage ditch while still maintaining the integrity of the fence.

The proposed automatic gate would be installed in place of the existing gate located behind the ATCT. This gate would prevent unauthorized vehicles from gaining access to airside pavement surfaces such as runways, taxiways and aprons.

**METHODS OF ACCOMPLISHMENT**

The City of Danbury will have a consultant engineer prepare construction contract drawings and specifications based on FAA designs, criteria and material

standards for the public bid process. Various fence layouts will be considered, the favorite one recommended for design, and when approved, will be implemented.

Once the engineering is complete and bids received, it would be intended that actual construction be undertaken. All construction will be accomplished in compliance with Conn. D.O.T. and FAA approved plans and specifications.

### **CONSISTENCY WITH MASTER PLAN**

The proposed fencing and automatic gate are consistent with the proposals in the Master Plan Update.

### **GEOGRAPHICAL LOCATION**

This project shall be accomplished on airport property, as is more particularly shown on Exhibit A, attached hereto.

### **ELIGIBILITY**

The City of Danbury is an eligible sponsor as defined by the Airport and Airway Improvement Program of 1982, and able to receive Federal Aid under the Program.

### **NEGATIVE ENVIRONMENTAL DECLARATION**

#### **1. Construction Procedures**

All physical construction will be entirely on airport property, therefore, there will be no community disruption.

There will be a minimal amount of vegetation removal in order to construct a straight fence line. No unique vegetation resources shall be affected.

The work will be done by established and familiar techniques that have proven to neither disrupt the surrounding community nor damage the human and natural environment.

The purpose of installing the fence, culvert and automatic gate is to prevent deer and unauthorized persons from entering Airport property and possibly causing injury to themselves or others. For this reason, any disturbance to wildlife would be deemed a positive action.

#### **2. Physical Environment**

Wetlands - This project is not located in designated wetlands. The project, however, is adjacent to an area with some standing water and wetland-type vegetation, such as noxious wetland weed, common reed and purple loosertrife. This area is not classified as inland wetland, however.

Water Resources

The proposed project will require the construction of a culvert in an existing drainage ditch. The purpose of the culvert is to allow the new fence line to cross the drainage ditch while still maintaining its integrity. Presently, a section of fence crossing the ditch near this area has collapsed due to erosion of the soils around the fence posts. It is expected that the modification of the drainage ditch will improve the drainage in the area in question, while also preventing deer from crossing into airport property.

Floodplains

The entire airport, including the project area, is located within a 100-year floodplain, according to the latest FEMA maps. Prior to initiation of the project, all necessary state permits shall be obtained, and all state construction requirements shall be met for construction in floodplains.

Vegetation and Wildlife

The proposed project will have a positive affect on wildlife. The installation of the culvert and fence will prevent deer from entering the airport at this location and possibly prevent injury to users of the facilities on the airport or prevent injury to the deer themselves.

3. Other Environmental Factors

The project will have an insignificant effect on aesthetics. No recreational, cultural or historic sites or geologically unstable areas are involved. There will be no displacement of residences or businesses.

The project is not expected to increase airport usage, attract larger or noisier aircraft or increase the airport's present demands on the environment.

The project conforms to the Danbury Municipal Airport Master Plan Update, and the National Airport System Plan.

**CONCLUSION**

This proposed project is noncontroversial. The culvert construction would have minor environmental impact and therefore it is expected that it qualifies for a finding of no significant impact.

As can be seen from the attached letter from the State Department of Environmental Protection, the deer problem at DXR is serious enough to warrant immediate action. This initial action proposed should start to alleviate some of the problem although not eliminating the problem completely. This first step in restricting deer from the airport does not completely answer all the concerns of the State Department of Environmental Protection, but it is a phased attempt to control the movement of deer in the vicinity of the airport. This phase of the security fence installation was aimed at providing airside security at those locations cited by the State Environmental Protection personnel and also by the Airport Administrator.

DETAILED COST ESTIMATE

- o 8' Chain Link Fence with 3 strand barbed wire, along with associated clearing (8' each side of fence) 7,500 l.f. x \$21/l.f. = \$157,500
  - o 84" Diameter (R.C.P.) Culvert = \$ 4,500
  - o Automatic Gate with Card Station 1 @ \$4,000 each = \$ 4,000
- Total Construction Cost = \$166,000

BREAKDOWN OF FUNDING

<u>Project</u>	<u>Construction Cost</u>	<u>Sponsor's Administration Cost</u>	<u>Engineering Fee</u>	<u>Totals</u>
Install Fence, Gate & Culvert	\$166,000	\$3,000	\$25,000	\$194,000

	<u>Install Fence, Gate &amp; Culvert</u>
FAA (90%)	\$174,600
State of Conn. (7.5%)	14,550
City of Danbury (2.5%)	<u>4,850</u>
	\$194,000



STATE OF CONNECTICUT  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

FRANKLIN WILDLIFE MANAGEMENT AREA  
R. R. 1, BOX 241  
NORTH FRANKLIN, CT 06254  
TELEPHONE: 642-7239



September 30, 1986

Mr. Paul D. Estafan, Administrator  
Danbury Municipal Airport  
P. O. Box 2299  
Wibling Road  
Danbury, CT 06813

Dear Paul:

The inspection of the airport grounds conducted by Mark Ellingwood and myself left us with one conclusion, deer are certainly a problem at the airport. In my opinion, the signs of deer activity have increased since the last investigation in 1984, leading me to believe there are now more deer involved than before. This conclusion is supported by the air traffic controllers, who stated that they are seeing 10-14 deer nightly.

Given the situation with the construction work in the area and the resulting breaches in your fence line, I can understand why the previously recommended fence work was not completed. However, at this time there is no question that the fence must be upgraded and completed if deer are to be kept out. Specific recommendations for alleviating the deer problem at your airport follow:

1. The airport perimeter must be completely fenced and the fence must be well maintained. The fence should be of chainlink construction and a minimum 8 feet high with an additional 1-1.5 feet of barbed wire on top that slopes outward. The fence must extend to the ground along its entire length and be secure enough to prevent deer from crawling beneath.

2. Special attention is needed in the location of the stream where we viewed the most deer activity (point A on the enclosed map). Perhaps the best method for addressing this problem is to install a culvert pipe, backfilling and constructing the fence over this spot. The type of culvert and the best location for its installation may be better handled by your consultant. The fence should then run down along the airport side of the stream, connecting with the existing fence at Brook Rd. (see diagram). Note that a grate of some design is needed over the mouth of the culvert to prevent deer from entering.

Paul Estafan  
Danbury Municipal Airport

2

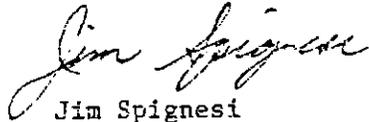
September 30, 1986

3. Before the fence work is even begun, landscape modifications must be undertaken. This would include the removal of all wooded sections located within the proposed fenced area. These wooded areas are providing cover for any deer penetrating the fence. Although we recognize the difficulties of such a task, any future problems would be greatly reduced by removal of all cover. In addition, a clearing at least 8 feet wide must be cut on the outside of the fence and maintained as such. Both of these clearings may be accomplished through a commercial logging and cordwood operation. Foresters from the D.E.P. are available who can provide some technical assistance on such matters in addition to providing the names of loggers and commercial cordwood cutters in your area.

4. Those gates that are in critical areas and remain open much of the time should be reconstructed with cattle guards or automated gates. Although expensive, both are quite effective in preventing deer from entering a gateway.

The above recommendations should help solve the problem of deer on the runways at your airport. If I can be of any further assistance, please don't hesitate to contact me at the Franklin Wildlife Management Area.

Sincerely,



Jim Spignesi  
Deer Project Leader

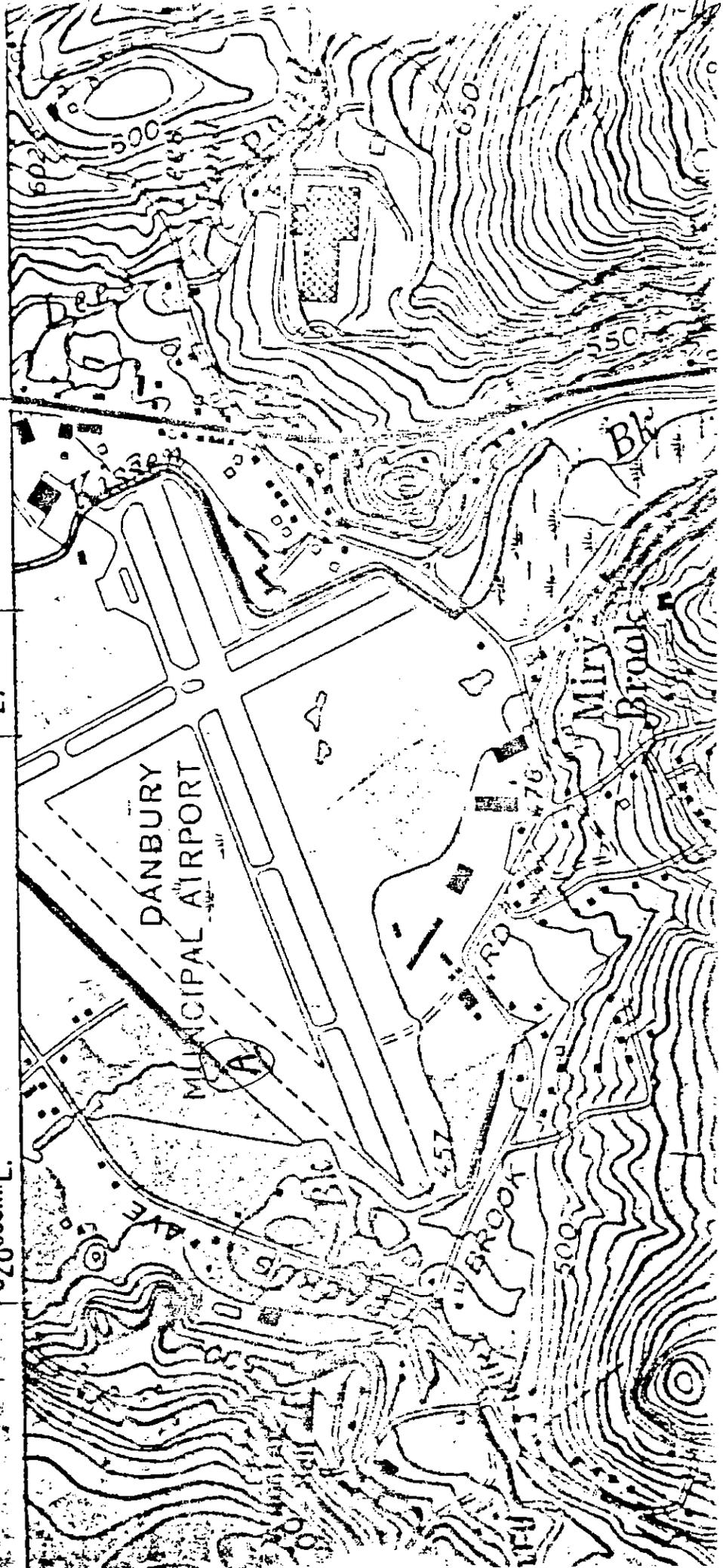
JS/ck  
Encl.

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
GEOLOGICAL SURVEY

NEW MILFORD 17 MI.  
0.5 MI. TO INTERSTATE

626000m.E.

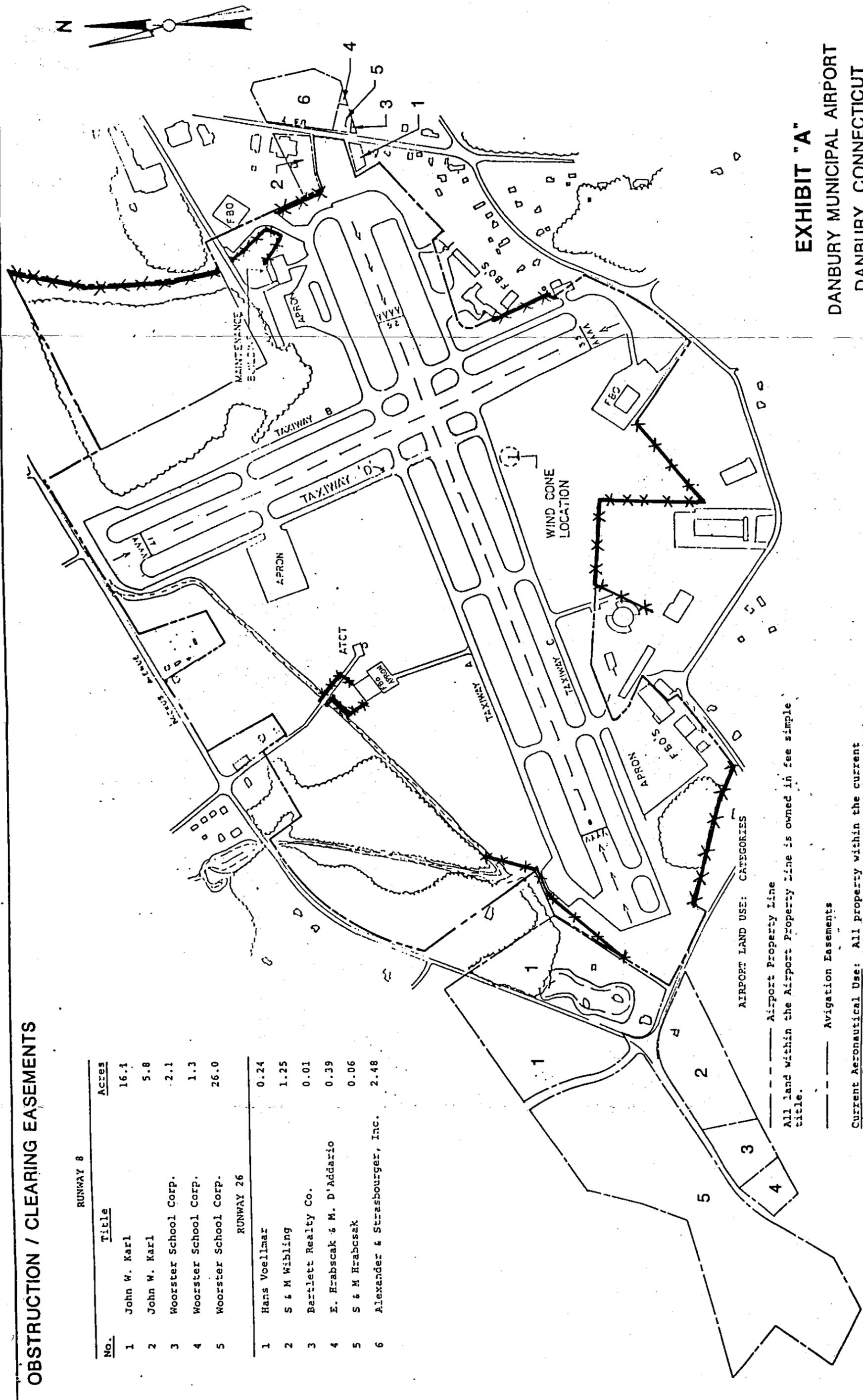
627



# OBSTRUCTION / CLEARING EASEMENTS

RUNWAY 8

No.	Title	Acres
1	John W. Karl	16.1
2	John W. Karl	5.8
3	Woorster School Corp.	2.1
4	Woorster School Corp.	1.3
5	Woorster School Corp.	26.0
RUNWAY 26		
1	Hans Voellmar	0.24
2	S & M Wibling	1.25
3	Bartlett Realty Co.	0.01
4	E. Hrabcsak & M. D'Addario	0.39
5	S & M Hrabcsak	0.06
6	Alexander & Strasbourger, Inc.	2.48



AIRPORT LAND USE: CATEGORIES

- Airport Property Line
- All land within the Airport Property Line is owned in fee simple title.
- Aviation Easements
- Current Aeronautical Use: All property within the current Airport Property Line is either vacant or reserved for aviation or aviation-related uses.

**EXHIBIT "A"**  
**DANBURY MUNICIPAL AIRPORT**  
**DANBURY, CONNECTICUT**  
 AIP NO. 3-09-0006-  
 SCALE: 1" = 500'

STATE OF CONNECTICUT  
**OFFICE OF POLICY AND MANAGEMENT**  
 COMPREHENSIVE PLANNING DIVISION  
 80 Washington Street, Hartford, CT, 06106-4459  
 TELEPHONE: (203) 566-3410

INTERGOVERNMENTAL REVIEW NO.
FEDERAL FUND DATE

**NOTIFICATION OF INTENT TO APPLY FOR FEDERAL ASSISTANCE**  
INSTRUCTIONS

1. Please type all entries.
2. Any questions considered to be non-applicable to the subject project, or if information is not available, use "NA".
3. If additional space for completion of answers, or for additional descriptive information is needed, please attach a supplemental sheet keyed to the appropriate question and line identification.
4. For project involving a specific site location, please attach a 8 1/2" X 11" black white map delineating site location and boundaries.

**PART 1**

01	APPLICANT AGENCY NAME (Govt. or other organization applying for Federal Aid) <b>The City of Danbury</b>	APPLICANT'S PROJECT TITLE (A brief, descriptive, or popularized name of project) <b>Install Fence, Gate and Culvert</b>
02	CONTACT PERSON AND TITLE <b>Mr. Paul D. Estefan</b>	PROJECT LOCATION TOWNS (Name one or more, as appropriate.) <b>Danbury, Ct.</b>
03	APPLICANT'S OFFICIAL MAILING ADDRESS (Street) <b>155 Deer Hill Ave.</b>	PROJECT LOCATION PLANNING REGIONS (Name one or more as appropriate.) <b>HVCEO</b>
04	(Municipality) <b>Danbury</b>	(Zip Code) <b>06810</b>
05	AREA CODE <b>203</b>	BUSINESS TELEPHONE <b>797-4624</b>
		EXTENSION
		SITE MAP <input checked="" type="checkbox"/> ATTACHED <input type="checkbox"/> NOT APPROPRIATE
		ATTACHMENTS <input type="checkbox"/> FISCAL SUMMARY (State Agencies) <input checked="" type="checkbox"/> URBAN IMPACT STATEMENT (State & Municipal Agencies)

**PART 2**

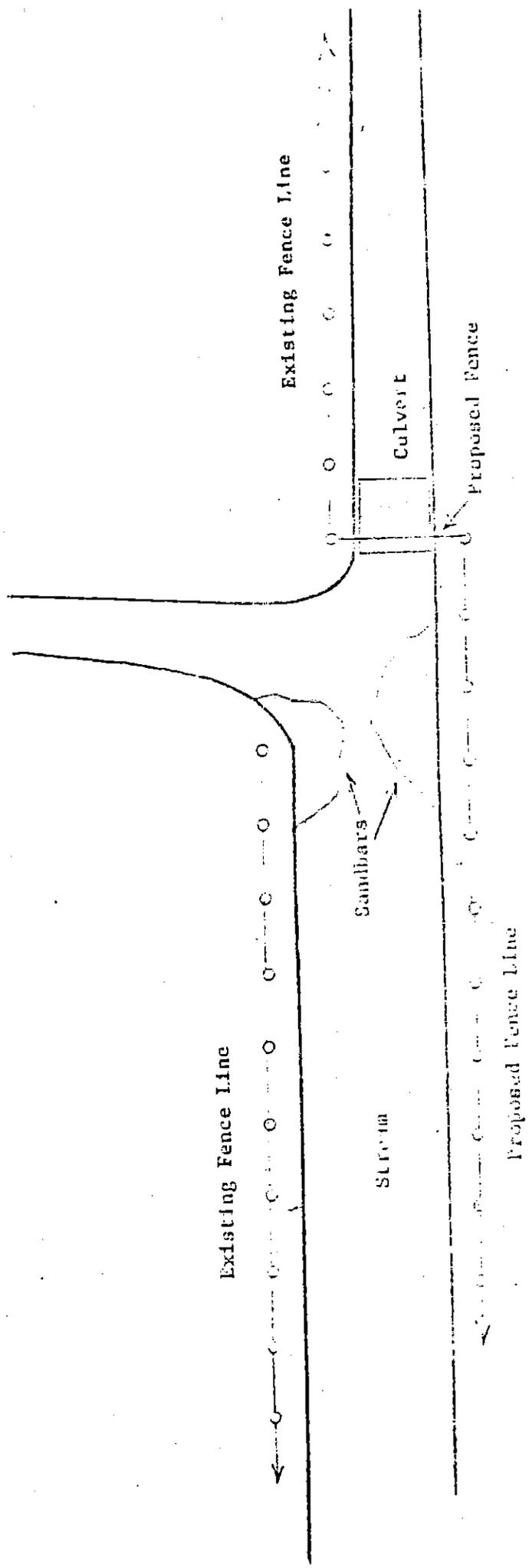
06	<input type="checkbox"/> ACQUISITION <input type="checkbox"/> COMMUNITY SERVICES <input type="checkbox"/> ENGINEERING RESEARCH PLANNING <input checked="" type="checkbox"/> CONSTRUCTION <input type="checkbox"/> OTHER (Specify)				<input type="checkbox"/> CONTINUING NO COMPETITIVE GRA
07	PROJECT SUMMARY/DESCRIPTION (A brief, narrative description of the nature, purpose and characteristics of the project)				
Install Security Fencing, Automatic Gate and a Culvert. This project is aimed at preventing deer intrusions onto active airport pavement.					
(Use attachment if needed)					

08	SIZE OR SCALE OF PROJECT ("X" one box indicating highest level of direct impact of project)					OTHER (Specify)
<input type="checkbox"/> INTER-STATE <input type="checkbox"/> STATE-WIDE <input type="checkbox"/> INTER-REGIONAL <input type="checkbox"/> REGION-WIDE <input type="checkbox"/> MULTI-TOWN <input type="checkbox"/> TOWN-WIDE <input type="checkbox"/> NEIGHBORHOOD <input checked="" type="checkbox"/> OTHER <b>On-airport</b>						
09	OTHER MEASURES OF SIZE (No. of acres of land, housing units, hospital beds, etc.)			POPULATION DIRECTLY SERVED:	CURRENT <b>150,000</b>	FUTURE (Yr., No.) <b>191,000 (1992)</b>

**PART 3**

10	FEDERAL FUNDS ANTICIPATED OR TO BE REQUESTED: <b>\$ 174,600</b>	A. GRANT	B. OTHER <b>\$ ---</b>	NON-FEDERAL MATCHING FUNDS: <b>\$ 14,550</b>	C. STATE	D. LOCAL <b>\$ 4,850</b>	E. OTHER <b>\$ ---</b>	F. TOTAL FUNDS <b>\$ 194,000</b>	
11	TYPE OF OTHER FEDERAL FUNDS (If entered in "B" above, e.g. Farmers Home Loan)				TYPE OF NON-FEDERAL OTHER FUNDS (If entered in "E" above, e.g. Ford Foundation Grant)				
12	FEDERAL AGENCY NAME (Federal agency to which application is to be sent) <b>Federal Aviation Administration (FAA)</b>				FEDERAL PROGRAM NO. AND TITLE (If known, show as listed in Catalogue of Federal Domestic Assistance) <b>Airport and Airway Improvement Act of 1982</b>				
13	FEDERAL AGENCY ADDRESS <b>12 New England Exec. Pk. Mass. 01803</b>				FEDERAL CONTACT PERSON <b>Mr. Vincent Scarano</b>				TELEPHONE NO. <b>(617) 273-7231</b>
14	STATE GOVERNMENT INVOLVEMENT (If any) (Agency Name) <b>Ct. DOT, Bureau of Planning</b>				STATE CONTACT PERSON (If any, who is familiar with this project) <b>Mr. Roy Perkins</b>				
15	THIS NOTICE ALSO SENT TO: <b>N/A</b>			NAME OF REGIONAL PLANNING AGENCY		DATE SENT		DATE RECEIVED AT OPM:	
16	LATEST DATE FEDERAL FUNDING AGENCY MUST RECEIVE OPM LETTER CERTIFYING COMPLETION OF REVIEW OF THIS NOTIFICATION OF INTENT <b>As Soon As Possible</b> <small>Applicant must determine this date from the federal funding agency</small>								
17	FOR STATE AGENCY:		AGENCY NUMBER		IS STATE PLAN REQUIRED? ("X" One)				
				<input type="checkbox"/> YES <input type="checkbox"/> NO		<input type="checkbox"/> NOT KNOWN			

Diagram 1. Proposed installation of a culvert and additional fencing on the airport side of the stream to prevent deer from entering by the sandbars.





PREAPPLICATION FOR FEDERAL ASSISTANCE

PART II

- 1. Does this assistance request require State, local, regional or other priority rating?  Yes  No
- 2. Does this assistance require State or local advisory, educational or health clearance?  Yes  No
- 3. Does this assistance request require Clearinghouse review?  Yes  No STATE OFFICE OF POLICY & MGT.
- 4. Does this assistance request require State, local, regional or other planning approval?  Yes  No
- 5. Is the proposed project covered by an approved comprehensive plan?  Yes  No MASTER PLAN
- 6. Will the assistance requested serve a Federal installation?  Yes  No
- 7. Will the assistance requested be on Federal land or installation?  Yes  No
- 8. Will the assistance requested have an effect on the environment?  Yes  No See Attached Declaration
- 9. Will the assistance requested cause the displacement of individuals, families, businesses, or farms?  Yes  No
- 10. Is there other related assistance for this project previous, pending, or anticipated?  Yes  No

PART III - PROJECT BUDGET

FEDERAL CATALOG NUMBER (a)	TYPE OF ASSISTANCE LOAN, GRANT, ETC. (b)	FIRST BUDGET PERIOD (c)	BALANCE OF PROJECT (d)	TOTAL (e)
1. 20.106	GRANT			616,500
2.				
3.				
4.				
5.				
6. Total Federal Contribution		\$	\$	\$ 616,500
7. State Contribution				51,375
8. Applicant Contribution				17,125
9. Other Contributions				----
10. Totals		\$	\$	\$ 685,000

PART IV - PROGRAM NARRATIVE STATEMENT

(Attach per instruction)

DANBURY MUNICIPAL AIRPORT  
DANBURY, CONNECTICUT  
FY87 AIRPORT IMPROVEMENT PROGRAM  
PREAPPLICATION FOR FEDERAL FUNDS

PART IV - PROGRAM NARRATIVE STATEMENT

INTRODUCTION

Danbury Municipal Airport (DXR) is located in one of the fastest growing regions in the Northeast. The increase in aviation activity, especially based aircraft, has paralleled this regional growth. Today, Danbury Municipal Airport is the largest General Aviation airport in the State. The continued, annual growth of these activities and aeronautically related business development has and will continue to require a great degree of effort, time and foresight on the part of the Danbury Aviation Commission, and the Airport Administrator, as well as require expense at all levels of government.

The Airport's need to upgrade and expand its facilities simply to accommodate the current demand in a more efficient, effective and safe manner is the purpose for which this FY87 program is proposed.

NEEDS AND OBJECTIVES

Construction of a paved public aircraft apron (650' x 120') and (35' x 360') stub taxiway to taxiway 'A':

- Currently, Danbury Municipal Airport has only one paved public aircraft parking apron. Many based aircraft are forced to park their aircraft in the grass to the west of the FBO (BAC) adjacent to the ATCT. Since much of the Airport is subject to flooding or saturated soil conditions during rainy conditions, it is apparent that additional apron space is necessary to allow safe and easy access to paved taxiways and runways.
- The existing FBO apron has one stub taxiway that is used by aircraft for both entering and leaving the FBO hangar and apron. Many times, one or more aircraft have to wait on T/W 'A' or stub T/W 'A-3' in order to allow another aircraft to exit the FBO apron.
- The objective of this project is to provide a paved, drained parking area for these aircraft that are presently being tied down in the grass to the west of the FBO (BAC), an area prone to flooding and muddy conditions. The stub taxiway would provide access to T/W 'A' while also alleviating a congestion problem on T/W 'A' and T/W stub 'A-3'.

**METHOD OF ACCOMPLISHMENT**

Construction of this paved apron and associated stub taxiway will consist of site clearing, excavation of unsuitable material, fill, grading, placement of stabilization fabric, placement of subbase and base materials, subdrainage, compacting, paving, landscaping, marking and installation of tiedowns. All work will be accomplished in compliance with CT DOT and FAA approved plans, specifications and bidding procedures.

**BENEFITS EXPECTED**

The proposed project will provide the Airport with a safe, paved public parking apron for aircraft.

**CONSISTENCY WITH MASTER PLAN**

The proposed parking apron location is consistent with the proposals in the current Master Plan Update. It is also consistent with the approved ALP.

**GEOGRAPHICAL LOCATION**

This project shall be accomplished on airport property, as is more particularly shown on Exhibit A, attached hereto.

**ELIGIBILITY**

The City of Danbury is an eligible sponsor as defined by the Airport and Airway Improvement Program of 1982, and able to receive Federal Aid under the Program.

**NEGATIVE ENVIRONMENTAL DECLARATION**

**I. Construction Procedures**

Construction of the parking apron will consist of site clearing, excavation, grading, placement of stabilization fabric, fill and compaction, paving, landscaping, marking and installation of tiedowns.

Site clearing will consist of removal of turf and other vegetation such as common reeds. No unique vegetation resources shall be effected. There are no wildlife or significant fauna species in the project area.

Excavation shall be accomplished with standard equipment. Material from excavation, when acceptable, shall be used as fill. The remaining material shall be legally and safely disposed of. Grading operations will be conducted with standard earth moving equipment. Fill will be placed and compacted and will not create significant subsidence or significantly impact any other subsurface condition. Where appropriate, the fill areas shall be loamed and seeded.

All physical construction will be entirely on airport property, therefore, there will be no community disruption and all construction work is located well away from residential areas. Construction noise and asphaltic odor should be limited to airport land. Dust control will be maintained during all earthwork and disturbed areas will be fully restored.

Construction materials will be delivered in covered trucks over truck routes that avoid residential areas. Open excavation in or adjacent to aircraft operating areas will be properly barricaded and where appropriate will be backfilled at the close of each work day. Work areas will be marked, lighted and guarded in accordance with approved plans and specifications.

The work will be done by established and familiar techniques that have proven to neither disrupt the surrounding community nor damage the human and natural environment.

## 2. Physical Environment

**Wetlands** Exhibit "B" shows the location of "Inland Wetlands" designated by the USDA Soil Conservation Service and Connecticut Department of Environmental Protection. The project is not located in these designated areas. The project, however, is adjacent to an area with some standing water and wetland-type vegetation, such as noxious wetland weed, common reed and purple loosestrife. This area is **not** classified as inland wetland, however. It is primarily only seasonally wet and could be easily developed without impact to any mature, diverse, or unique vegetation.

**Water Resources** The proposed project will not require the filling or modification of existing drainage ditches, streams, or ponds. Runoff from the apron will be allowed to either drain into the surrounding soil or piped into the airport drainage system, thus preserving the hydrological regime of the area. As no fueling or fuel storage facilities will be located in the area, the project will not be a significant source of groundwater contamination.

**Floodplains** The entire airport, including the project area, is located within a 100 year floodplain, according to the latest FEMA Maps. Prior to initiation of the project, all necessary state permits shall be obtained, and all state construction requirements shall be met for construction in floodplains.

**Vegetation and Wildlife** The proposed project shall have no impact on local vegetation and wildlife resources. No threatened or endangered species are within the project area.

## 3. Other Environmental Factors

The project will have an insignificant effect on aesthetics. No recreational, cultural or historic sites or geologically unstable areas are involved. There will be no displacement of residences or businesses.

The project is not expected to increase airport usage, attract larger or noisier aircraft or increase the airport's present demands on the environment.

The project conforms to the Danbury Municipal Airport Master Plan Update, and the National Airport System Plan.

**CONCLUSION**

This proposed project is noncontroversial. Its items are categorically excluded from the requirements for a formal environmental assessment and it is expected that it qualifies for a finding of no significant impact.

DETAILED PROJECT COST ESTIMATE

Construction of a paved public aircraft parking apron (650' x 120') and (35' x 360') stub taxiway to taxiway 'A'.

- Estimate below assumes a 36" pavement section and 3' excavation due to poor soil conditions. Soil borings will be required before actual pavement design is performed.

- 10,000 s.y. @ \$57/s.y. includes clearing, excavation, grading, fabric, fill, compacting, paving, marking, tiedowns and landscaping = \$570,000

- Sponsor's Administration = 3,000

- Engineering = 112,000

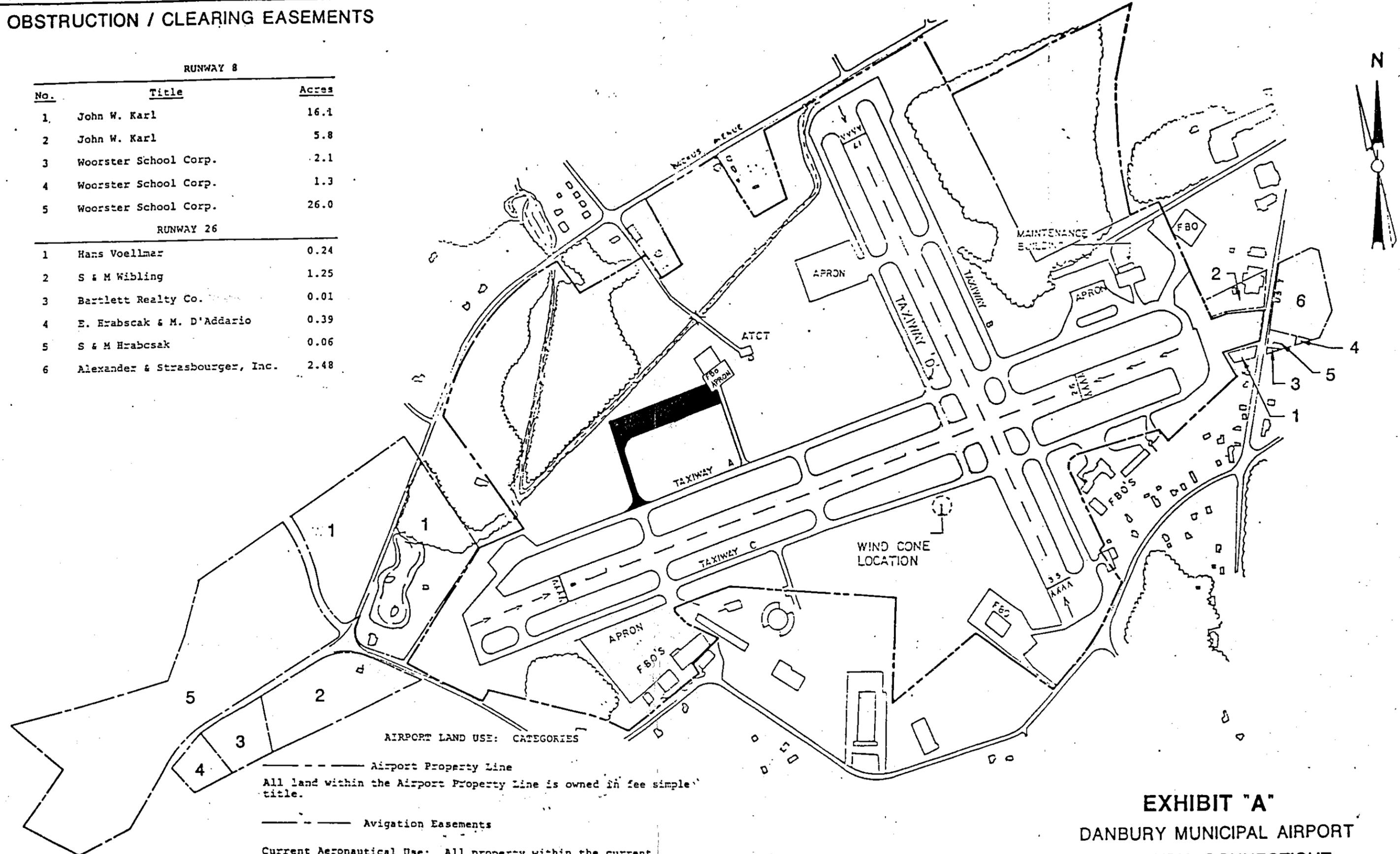
Total Estimated Cost for Project = \$685,000

- Breakdown of Agency's Share of Costs

FAA (90%)	\$616,500
State of Connecticut (7.5%)	51,375
City of Danbury (2.5%)	<u>17,125</u>
TOTAL	\$685,000

# OBSTRUCTION / CLEARING EASEMENTS

RUNWAY 8		
No.	Title	Acres
1	John W. Karl	16.1
2	John W. Karl	5.8
3	Woorster School Corp.	2.1
4	Woorster School Corp.	1.3
5	Woorster School Corp.	26.0
RUNWAY 26		
1	Hans Voellmar	0.24
2	S & M Wibling	1.25
3	Bartlett Realty Co.	0.01
4	E. Hrabcsak & M. D'Addario	0.39
5	S & M Hrabcsak	0.06
6	Alexander & Strasbourger, Inc.	2.48



**AIRPORT LAND USE: CATEGORIES**

----- Airport Property Line  
 All land within the Airport Property Line is owned in fee simple title.

----- Aviation Easements

**Current Aeronautical Use:** All property within the current Airport Property Line is either vacant or reserved for aviation or aviation-related uses.

**EXHIBIT "A"**  
**DANBURY MUNICIPAL AIRPORT**  
**DANBURY, CONNECTICUT**  
 AIP NO. 3-09-0006-  
 SCALE: 1" = 500'

✓  
17

# REDEVELOPMENT AGENCY CITY OF DANBURY

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

TO: MAYOR JAMES E. DYER AND  
MEMBERS OF THE COMMON COUNCIL

FROM: JERRY JURETUS  
REDEVELOPMENT AGENCY DIRECTOR

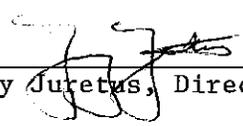
RE: REQUEST FOR ACCEPTANCE OF DONATION  
FROM JOHN ERRICHETTI

DATE: JANUARY 27, 1987

---

I am requesting that the Common Council accept a donation of \$3,940.90 from John Errichetti. Due to the fact that the Redevelopment Agency has allowed early start-up on Phase I of the Danbury Green, Mr. Errichetti has agreed to donate an amount equal to the taxes that would be charged on the property.

The current donation (copy attached) would cover the period August-December 1986. Additional donations, if accepted, will be made until such time that title is transferred.

  
\_\_\_\_\_  
Jerry Juretus, Director

1013

**INVERNESS TOWERS**

P.O. BOX 825  
WATERBURY, CT 06726-0825

51-143  
211

*Jan. 20, 1987*

PAY  
TO THE  
ORDER OF

*City of Danbury*

*Three thousand nine hundred forty and 90/100 DOLLARS*

*90/100*

*\$ 3940*

**NAB** The North American Bank & Trust Company 7  
132 Grand St., P.O. Box 2977  
Waterbury, Connecticut 06723

*Boyle*

FOR *August - Dec. 1986*

⑈00⑈0⑈1⑈3⑈ ⑈02⑈1⑈0⑈1⑈4⑈38⑈ ⑈032078 ⑈⑈



# CITY OF DANBURY

155 DEER HILL AVENUE  
DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

WATER AND SEWER DEPARTMENTS  
797-4539

CITY OF DANBURY	
PUBLIC UTILITIES	
FEB 25 1987	
Discard Date:	.....
Permanent:	.....
File Code:	.....

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

February 25, 1987

State of Connecticut  
Department of Environmental Protection  
Mr. Philip W. Moreschi  
Principal Civil Engineer  
Water Resources Unit  
165 Capitol Ave  
Hartford, CT. 06106

Dear Phil:

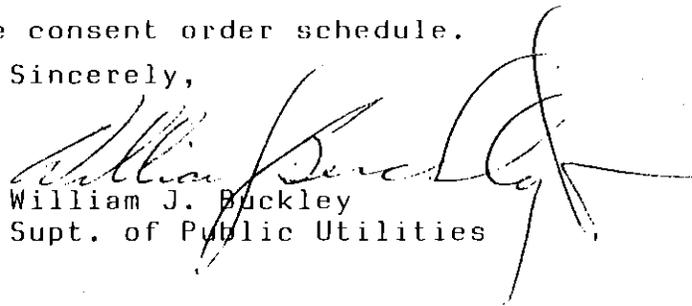
I am pleased to forward to you a copy of the executed consent order between the City of Danbury and the State of Connecticut Department of Environmental Protection. There are but two copies that have been signed by both the Mayor of Danbury, James E. Dyer, and by the Commissioner of the Department of Environmental Protection, Stanley Pac, I have retained one for my files and enclosed is the copy for yours.

As of this date, we are in the process of completing all the maintenance items that are required to be completed by June 1, 1987. Additionally, I am currently advertising for qualification statements so that I could bring on board an engineering firm to do the design consistent with the ten year program. Just last week I authorized Roald Haestad, Inc. to proceed with contract preparations for the construction of the renovated intake facility at Margerie Reservoir. It is my intention to do the grating work and the toe drain work that

you previously approved during the next construction season. This will allow me to complete that project by the required date. Should you have any questions regarding the consent order or any of our Dam work, do not hesitate to contact me. I will make certain that there is a section designated in our annual dam inspection report for the status of the consent order. This will provide you and me with an update of that order on a minimum of annual basis.

Once again, thanks for the work that your put into this project and I look forward to getting all these dams into compliance consistent with the consent order schedule.

Sincerely,



William J. Buckley  
Supt. of Public Utilities

WJB:bds

cc: Mr. Basil Friscia  
Mr. Jack Schweitzer  
Mr. Ralph Haestad

Enclosures

Betty Crudgunton 2/26/87



# STATE OF CONNECTICUT DEPARTMENT OF ENVIRONMENTAL PROTECTION



## CONSENT ORDER

Pursuant to Section 22a-402 of the Connecticut General Statutes, the Commissioner of Environmental Protection hereby orders the City of Danbury to take the following actions with respect to certain dams owned by the City, and the City hereby consents to the entry of this Order and agrees to comply with the terms of this Order:

That the City of Danbury will complete the necessary repair/upgrading to their Water Department dams according to the following schedule:

### I. Margerie Reservoir Dam and Dike

- A. Complete the following maintenance by June 1, 1987:
  1. Remove brush, trees and stumps from dam and downstream area.
  2. Repair spillway and training walls.
  3. Replace riprap where necessary on upstream face.
- B. Complete design plans for major improvements according to the findings and recommendations of the Phase I Inspection Report of the Army Corps of Engineers dated December 1978, by December 1, 1987:
- C. Complete repairs/improvements by December 1, 1988.

### II. West Lake Dam

- A. Complete the following maintenance by June 1, 1987:
  1. Cut brush trees and remove stumps from dam.
  2. Replace riprap where necessary.
  3. Install V-notch weir at toe to monitor seepage.
  4. Repair voids in the mortared riprap.
  5. Gatehouse masonry should be repointed/stones replaced.
- B. Complete design plans for major improvements according to the findings and recommendations of the Phase I Inspection Report of the Army Corps of Engineers dated July 1980, by December 1, 1989.
- C. Complete repairs/improvements by December 1, 1990.

### III. Lower Kohanza Dams

- A. Complete the following maintenance by June 1, 1987:
  1. Replace missing riprap where necessary.

2. Cut brush, trees and remove stumps from dam and within 25' of downstream toe.

B. Monitor seepage at left abutment by installation of monitoring weirs by June 1, 1987.

C. Complete design plans for major improvements according to the findings and recommendations of the Phase I Inspection Report of the Army Corps of Engineers dated May 1981, by December 1, 1991.

D. Complete construction of repairs/improvements by December 1, 1992.

#### IV. Upper Kohanza Dams

A. Complete the following maintenance by June 1, 1987:

1. Repair the spillway training walls and channel.
2. Secure the outlet valve chamber.

B. Complete design plans for major improvements according to the findings and recommendations of Phase I Inspection Report of the Army Corps of Engineers dated May 1981, by December 1, 1993.

C. Complete construction of repairs/improvements by December 1, 1994.

#### V. Padanaram Reservoir Dam

A. Provide record drawings of repairs/improvements implemented during spring of 1986 by June 1, 1987.

B. Complete design plans for major improvements according to the findings and recommendations of the Phase I Inspection Report of the Army Corps of Engineers dated July 1980, by December 1, 1995.

C. Complete construction of repairs/improvements by December 1, 1996.

This Order of the Commissioner replaces and supercedes five prior Orders of the Commissioner issued with respect to the aforementioned dams, to wit (See attached names and dates). This Order permits major design improvements to these dams to be made over a period of time while insuring that existing deficiencies are repaired immediately and the dams properly operated and maintained pending their improvement.

Dam construction permits will be required for all repairs requiring design while maintenance activities may be undertaken without permit authorization.

Entered as an Order of the Commissioner of Environmental Protection this 22nd day of December, 1986.

Stanley J. Pac  
Stanley J. Pac, Commissioner

The City of Danbury hereby consents to the entry of this Order, agrees to comply with the terms of this Order, and waives any rights of appeal from this Order this \_\_\_\_\_ day of \_\_\_\_\_, 1986.

James A. Dyer  
James A. Dyer,  
Mayor, City of Danbury

SJP:PWM:ljk

Attachments (List of Orders)



STATE OF CONNECTICUT  
DEPARTMENT OF ENVIRONMENTAL PROTECTION



NAMES AND DATES OF ORDERS

Margerie Reservoir Dam and Dike

Order dated 4/1/84

West Lake Dam

Order dated 9/9/85

Upper Kohanza Reservoir Dam

Order dated 4/1/84

Lower Kohanza Reservoir Dam

Order dated 4/19/84

Padanaram Reservoir Dam

Order dated 4/1/84

Phone:

165 Capitol Avenue • Hartford, Connecticut 06106

*An Equal Opportunity Employer*

19

DR. WALTER S. GURSKI, JR.

PODIATRIST

54 MAIN STREET, SUITE F

DANBURY, CONNECTICUT 06810

City Clerk  
155 Deer Hill Ave.  
Danbury, Ct. 06810

January 16, 1987

Dear Sirs,

I have a property that I have purchased in Danbury on 9 Bank Street. Behind the house is parking for the Danbury Public Library. To the left of the house there is an access road that goes from Bank St. to the Public Library parking area.

Originally, this access road was part of the 9 Bank St. property and the city purchased it from the previous owners of the 9 Bank Street property in order to have access to create parking for the Public Library.

In revueing the records, I show no evidence of an easement which the city should have given to the owner of the 9 Bank Street property. For the past 40 years, at least, there has been parking for automobiles behind the 9 Bank Street property. There is a cement driveway that has existed there for many years.

It is my intension to pave over the cement area to improve the rear parking area for my house. In checking through the papers I have found no evidence of any easement, not that it was ever asked for or given, and at this time, in order to make sure, there are no difficulties, I would like to request an easement to the rear of my property, which in my opinion is preexisting, however, I do not believe there was ever any formal easement given.

- over page 2 -

JAN 23 1987

DANBURY, CT. 06810

City Clerk

January 16, 1987

I hope this letter explains my particular problem and questions that I have and I hope that you are able to advise me and help me in solving this problem.

I look forward to hearing from you at your earliest possible convenience after you have had a chance to review what records the Engineering Dept. or the City may have pertaining to this matter.

This may not be a problem whatsoever, however, I do not wish to do anything that would be improper.

Thank you for your attention in this matter.

Sincerely,



Walter S. Gurski Jr. D.P.M.

WSG/hks

DR. WALTER S. GURSKI, JR.  
PODIATRIST  
54 MAIN STREET, SUITE F  
DANBURY, CONNECTICUT 06810

City Clerk  
155 Deer Hill Ave.  
Danbury, Ct. 06810

January 16, 1987

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- over page 2 -

RECEIVED  
JAN 23 1987  
CITY CLERK  
DANBURY, CT.

- page 2 -

City Clerk

January 16, 1987

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Thank you for your attention in this matter.

Sincerely,



Walter S. Gurski Jr. D.P.M.

WSG/hks

20/

Pelham Products, Inc.  
6 South Street  
Danbury, Connecticut 06810

January 16, 1987

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

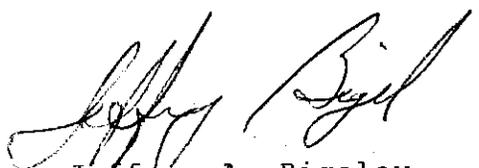
Dear Madam:

Enclosed please find my application for extension of  
water and/or sewer.

Kindly include this matter on the agenda for consideration  
by the Common Counsel at its next regularly scheduled  
meeting.

Thank you for your cooperation.

Very truly yours,



Jeffrey A. Bigelow  
for Pelham Products, Inc.

JAB/lag  
Enclosure

COMMON COUNCIL

CITY OF DANBURY

APPLICATION FOR EXTENSION OF SEWER AND/OR WATER

Sewer

Water

**Applicant:** Pelham Products, Inc.

**Address:** 6 South Street

Danbury, Connecticut 06810

**Telephone No:** 792-1515

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

**Located at:** 6 South Street, Danbury

**Assessor's Lot No:** K16132

**Zone in which the Property Lies:** RM-1.2

**Intended Use:**

Retail

Single Family Residential

Office

Multiple Family Development

Mixed Use

Industrial

           Number of Efficiency Units

           Number of 1 Bedroom Units

  11   Number of 2 Bedroom Units

           Number of 3 Bedroom Units

  11   Total Number of Units

PELHAM PRODUCTS, INC.

*Jeffrey A. Bigelow*  
BY: JEFFREY A. BIGELOW  
(Signature)

January 3, 1987

(Date)

The Honorable James Dyer  
Mayor of the City of Danbury  
Danbury, Conn. 06810

Jan. 22, 1987

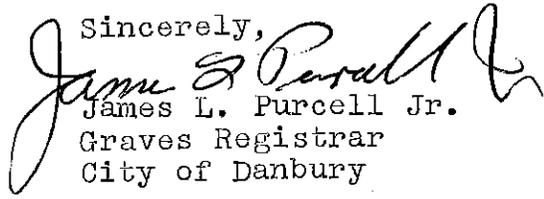
Dear Mayor Dyer:

It has been brought to my attention that the Veteran's Section 2 at Wooster Cemetery has only fifteen grave sites remaining.

The City of Danbury last purchased Veteran's grave sites in 1973. I am not certain of the purchase price at this time but I am aware that each year it is becoming more expensive primarily because of the rising cost of perpetual care.

The Cemetery Association has offered to sell the City of Danbury 100 new sites adjacent to the Veteran's Section 2. The cost being \$365 each site which will include perpetual care.

I am submitting this letter and would appreciate it being referred to the appropriate committee for a course of action.

Sincerely,  
  
James L. Purcell Jr.  
Graves Registrar  
City of Danbury

Constance McManus, President  
Common Council of the City  
of Danbury  
Danbury, Connecticut 06810

Jan. 22, 1987

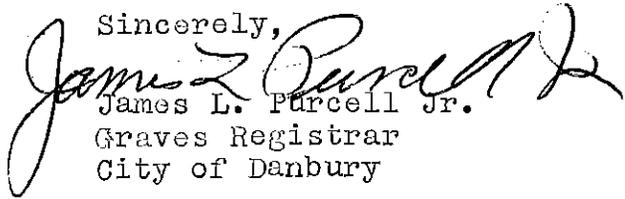
Dear Constance:

It has been brought to my attention that the Veteran's section 2 at Wooster Cemetery has only fifteen grave sites remaining.

The City of Danbury last purchased Veteran's grave sites in 1973. I am not certain of the purchase price at this time but I am aware that each year it is becoming more expensive primarily because of the rising cost of perpetual care.

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Sincerely,  
  
James L. Purcell Jr.  
Graves Registrar  
City of Danbury



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

January 9, 1987

PLEASE REPLY TO:

DANBURY, CT 06810

THEODORE H. GOLDSTEIN  
CORPORATION COUNSEL  
ERIC L. GOTTSCHALK  
LASZLO L. PINTER  
SANDRA V. LEHENY  
LAWRENCE M. RIEFBERG  
ASSISTANT CORPORATION  
COUNSEL

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

Re: Planned Parenthood of Connecticut, Inc.  
Request for Exemption - January Common Council  
Agenda Item 031

Dear Mayor and Council Members:

By letter dated December 26, 1986, Planned Parenthood of Connecticut requested an exemption from the fee setting provisions of Section 3A-42 of the Danbury Code of Ordinances relating to fire alarm permits and monitoring. No exemption is currently provided, however, should the Council wish to do so the attached amendment could be adopted and would serve to establish the exemption sought by Planned Parenthood.

If you have any additional questions, please contact me.

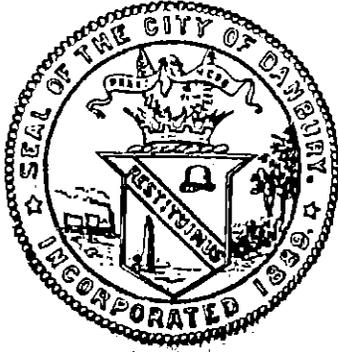
Sincerely,



Eric L. Gottschalk  
Assistant Corporation Counsel

ELG:cr

Attachment



22

# ORDINANCE

## CITY OF DANBURY, STATE OF CONNECTICUT

### COMMON COUNCIL

---

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

THAT subsection (b) of Section 3A-42 of the Code of Ordinances of Danbury, Connecticut is hereby amended to read as follows:

(b) Alarm system permits may be obtained by completion of a registration form provided by the department and payment of an initial permit and monitoring fee of seventy dollars (\$70.00). Permits shall expire on January 1 of every odd-numbered year unless renewed. Renewal permits shall be issued after payment of a one hundred twenty dollar (\$120.00) renewal permit and monitoring fee. It shall be the responsibility of each permit holder to notify the department in writing within ten (10) days of any change in registration information. Any organization which has been recognized as exempt from the payment of federal income taxes by the Internal Revenue Service shall not be subject to the permit and monitoring fee provisions hereof.

JOSEPH A. SAFFI, P.C.  
ATTORNEY AT LAW  
68 NORTH STREET  
DANBURY, CONNECTICUT 06810  
TELEPHONE (203) 790-7747

J. TIMOTHY DEAKIN

P.O. BOX 1145  
DANBURY, CT 06810

January 13, 1987

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

Attention: Constance McManus

RE: Maple Avenue Extension Property

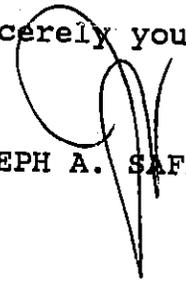
Dear Ms. McManus:

I represent Mr. John Ashkar of 26 North Street, Danbury, Connecticut, the owner of certain property which abuts the newly constructed extension of Maple Avenue. Since the commencement of construction, my client's property has been used for dumping of topsoil and other materials without objection by my client. This property located on Maple Avenue is in fact the only barrier between my client's North Street property and access to Maple Avenue.

I am writing this letter to notify you of my client's intent to acquire this property from the City of Danbury. By use of this property there would be an additional method of ingress and egress from Mr. Ashkar's property.

I would appreciate your consideration on this matter, and your prompt attention is also appreciated. Should there be any questions, please contact either myself or my client.

Sincerely yours,



JOSEPH A. SAFFI

JAS:ly

JOSEPH A. SAFFI, P.C.  
ATTORNEY AT LAW  
68 NORTH STREET  
DANBURY, CONNECTICUT 06810  
TELEPHONE (203) 790-7747

J. TIMOTHY DEAKIN

P.O. BOX 1145  
DANBURY, CT 06813

November 10, 1986

Common Council  
City of Danbury  
158 Deer Hill Avenue  
Danbury, CT 06810

*OLD REQUEST*

Attention : Constance McManus

*Maple*  
Re: ~~Moss~~ Avenue Extension Property

Dear Ms. McManus:

I represent Mr. John Ashkar of <sup>26</sup> 28 North Street , Danbury, CT; the owner of certain property which abuts the newly constructed extension of Moss Avenue. Since the commencement of construction my client's property has been used for the dumping of topsoil and other materials, without objection by my client since this property located on <sup>Maple</sup> Moss Avenue is in fact the only barrier between my client's North Street property and access to <sup>Maple</sup> Moss Avenue.

I am writing this letter to notify you of my client's intent to acquire this property from the City of Danbury. By use of this property there would be an additional method of ingress and egress from Mr. Ashkar's property.

I would appreciate your consideration on this matter, and your prompt attention is also appreciated. Should there be any questions, please contact either myself or my client.

Sincerely yours,

Joseph A. Saffi

JAS/lay

COMMON COUNCIL  
CITY OF DANBURY

APPLICATION FOR EXTENSION OF SEWER AND/OR WATER

- Sewer
- Water

**Applicant:** BRT Property Group

**Address:** 50 Newtown Road  
Danbury, Connecticut 06810

**Telephone No:** 748-5100

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

**Located at:** Plumtrees Road

**Assessor's Lot No:** L12015

**Zone in which the Property Lies:** IG-80

**Intended Use:**

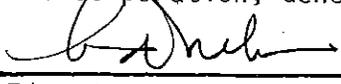
- Retail
- Office
- Mixed Use
- Industrial
- Single Family Residential
- Multiple Family Development

Industrial  
Warehouse

- \_\_\_\_\_ Number of Efficiency Units
- \_\_\_\_\_ Number of 1 Bedroom Units
- \_\_\_\_\_ Number of 2 Bedroom Units
- \_\_\_\_\_ Number of 3 Bedroom Units

**Total Number of Units**

BRT PROPERTY GROUP  
BRT Corporation, General Partner

  
Edmund J. Nahom, Senior Vice President  
(Signature)

January 6, 1987

(Date)

PARCEL ONE:

All that certain piece or parcel of land with the buildings thereon, situated in the City of Danbury, County of Fairfield and State of Connecticut and more particularly shown on a certain map entitled "Map Prepared for Ruth and Dwight Blackman, Plumtrees Road, Danbury, Connecticut, Scale 1" = 40', June 8, 1981" certified substantially correct by C. James Osborne, Jr., R.L.S. P.C. New Milford, Connecticut which map is filed in the office of the Town Clerk of the City of Danbury. Said premises are more particularly described as follows:

Commencing at a point on the westerly side of Plumtrees Road, which point marks the northeasterly corner of the within described premises, running thence south 36 degrees 48' 22" W 167.57 feet to a point; thence turning and running south 49 degrees 12' 03' E 161.00 feet to a point; thence running south 47 degrees 08' 27" E 130.23 feet to a point; thence running south 44 degrees 36' 20" E 101.72 feet to a point; thence turning and running north 82 degrees 20' 52" E 199.47 feet to a point on Plumtrees Road; thence turning and running along Plumtrees Road north 35 degrees 20' 00" W 259.22 feet to a point; thence running along a curve having a radius of 260.72 feet 114.14 feet to a point; thence running north 60 degrees 25' 00" W 174.99 feet to the point or place of beginning.

Said premises is 2.041 acres, more or less, and is bounded easterly by Plumtrees Road; northerly by property of Ervie Hawley, Trustee and Samuel Roberts, Trustee; and westerly and southerly by land owned by the City of Danbury.

Said property included all the property acquired by Dwight E. Blackman and Ruth E. Blackman in a certain deed from Anita M. Lynch recorded in Volume 419, Page 545 of the Danbury Land Records, and as shown on Town Clerk Map No. 7418.

PARCEL TWO:

All that certain piece or parcel of land situated on Plumtrees Road in the City of Danbury, County of Fairfield and State of Connecticut and more particularly shown and designated as parcel "D", consisting of 0.4629 acres, on a certain map entitled "Map Prepared For The Loren Group - II, Plumtrees Road, Danbury, Connecticut, Area = 2.1011 acres (after transfers approved by City), IG-80 Zone, Date May 4, 1982, Revisions 8/4/82, Scale 1" = 40'", prepared by David L. Ryan, Land Surveying and Site Planning, 16 Shore Road, Danbury, Conn., which map is filed in the Office of the Town Clerk of the City of Danbury as Map No. 7630.

Together with and subject to conditions of a certain easement concerning sloping rights granted by the City of Danbury dated July 24, 1983 and recorded in Volume 682, Page 544 of the Danbury Land Records.

Subject to:

1. Any and all provisions of any ordinance, municipal regulation or public or private law.
2. Taxes to the City of Danbury.



# CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

JAMES E. DYER  
MAYOR

February 3, 1987

Honorable Members of the Common Council  
Danbury, Connecticut

Dear Council Members:

As discussed during the January meeting, we have a shortage of space. Presently we lease numerous off-site space for city offices and this is proving to be inefficient and costly. Additionally, there is a shortage of adequate meeting rooms.

We should establish a site committee to assess our future needs and to review several options including:

- \* A decked parking garage and office addition to the existing City Hall.
- \* Acquisition of neighboring property for construction of additional space and parking.

I am appointing the following committee:

Mounir Farah, Chairman  
 Bernard Gallo  
 John DeMille  
 Gene Eriquez  
 Edward Torian  
 Leonard Sedney

Sincerely yours,

James E. Dyer  
Mayor

No paperwork was  
found in the file.

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



# CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

JAMES E. DYER  
MAYOR

January 8, 1987

Honorable Members of the Common Council  
City of Danbury, Connecticut

Dear Council Members:

I have been requested to reactivate our funding for the Safe Rides Program.

This is a very worthwhile project and I urge your favorable consideration. A new group of young people are enthusiastically looking forward to providing this service to our community. The original program allotment of \$5,000.00 will not be necessary at this time.

I have provided the basic reinstatement fee of \$350.00 to Safe Rides from my discretionary account. An additional \$950.00 will run Safe Rides until the end of this fiscal year. A certification for the balance is attached.

Sincerely yours,

James E. Dyer  
Mayor

JED:ral

cc: Dom Setaro, Comptroller  
Rachel Glaser, Safe Rides

27

DANBURY HIGH SCHOOL  
Clapboard Ridge Road  
Danbury, Connecticut 06811  
(203)797-4800

January 7, 1987

American Red Cross  
Danbury Area Chapter  
2 Terrace Place  
Danbury, Ct. 06810

To Whom It May Concern:

A core group of volunteers at Danbury High School are in the process of reestablishing the Danbury Safe Rides program. We would like to use the Red Cross building again for our headquarters. We enjoyed using the building through the 83-85 school years and hope the 86-87 experience will be as successful.

We have begun the process of reorganizing and are hoping to open Danbury Safe Rides by the 1st of February. We will be working on Friday and Saturday nights from 10:00 P.M. to 2:30 A.M. At this time there will be one adult, one Safe Rides officer and four Safe Rides members on duty.

The only other thing we ask of you is the use of the telephones.

Thank you very much for your time and consideration of our requests.

Sincerely,

Kenny Flowers  
Kenny Flowers

Rachel Glaser  
Rachel Glaser  
Chairpeople of Danbury Safe Rides  
797-4836

RG,KF:bg

## Danbury Safe Rides

From  
Sponsor's Fund

Eliminate Membership Dues Costs	\$350.00
Membership Training	\$200.00
Publicity / Awareness	\$400.00
Monthly Meeting Expenses for the year	\$200.00
Printing materials	\$150.00
	\$1300.00

Balance \$910 -

Rachel Glaser - 743-5107  
 Kenneth Flowers - 792-9932  
 Ms. Woods - 797-4836  
 Mrs. Desbiers - 797-4836

CPRC / From Evans

207



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

DEPARTMENT  
OF FINANCE

January 12, 1987

TO: Common Council via Mayor James E. Dyer Certification #25

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

We hereby certify the availability of \$950.00 to be transferred from the General Fund fund balance account to the Grant section of the budget for Danbury Safe Rides, Inc., account #02-20-000-072929.

Balance of G.F. Fund Balance	\$2,855,351.10
Less pending requests	-0-
Less this request	950.00
Balance	<u>\$2,854,401.10</u>

\_\_\_\_\_  
Dominic A. Setaro, Jr.

DAS/af



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

ENGINEERING DEPARTMENT  
203-797-4641

January 22, 1987

JOHN A. SCHWEITZER, JR.  
City Engineer

Constance McManus  
Chairman  
Common Council  
City of Danbury  
155 Deer Hill Avenue  
Danbury, CT 06810

Dear Mr. Councilwoman Mc

Storm Drainage Relocation  
De Soto Real Estate  
Clapboard Ridge Road

This office has reviewed the conceptual plan for the proposed relocation of an existing storm drain and easement on property on Route 39-Clapboard Ridge Road.

This conceptual plan was submitted to us by Mr. Richard J. De Soto on January 14, 1987 in response to our December 15, 1986 letter to you.

This conceptual relocation plan is acceptable to us. A condition of approval should be that the relocation must be properly engineered and be satisfactory to the Engineering Department and any other department/agency which has jurisdiction. The final engineering plan is to include all existing site features, easements, etc.

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

John A. Schweitzer, Jr.  
City Engineer

JAS/PAE/dms

c: Mayor James E. Dyer  
Basil Friscia



028

# CITY OF DANBURY

THEODORE H. GOLDSTEIN  
CORPORATION COUNSEL  
ERIC L. GOTTSCHALK  
LASZLO L. PINTER  
SANDRA V. LEHENY  
LAWRENCE M. RIEFBERG  
ASSISTANT CORPORATION  
COUNSEL

155 DEER HILL AVENUE  
DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

PLEASE REPLY TO:

DANBURY, CT 06810

December 19, 1986

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

Re: Storm Drainage Relocation -  
DeSoto Real Estate, Clapboard Ridge Road  
December Agenda No. 25

Dear Council Members:

I have reviewed the request and related material submitted by Richard J. DeSoto to you by letter dated November 20, 1986. That request involved a proposed relocation of a storm drainage easement and system.

As you know, in the past the Common Council has considered and acted upon several similar requests. The legal mechanics of such a plan are fairly straightforward once the Engineering Department has reviewed and approved the details of the proposal. To date no specific plan has been presented to either the Engineering Office or ours. Once the specifics are known we will provide you with more definitive information.

Sincerely,

Eric L. Gottschalk  
Assistant Corporation Counsel

ELG:cr



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

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

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

29

*Ryerson*

January 28, 1987

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

FROM: Robert G. Ryerson *RGR*

RE: Designer Showcase Lease

---

I am requesting your favorable approval of the lease between the City of Danbury and the authorized personnel of the Charles Ives Center and Danbury-New Fairfield Womens Club.

Corporation Counsel has overseen this matter and all legal items would be in order to pursue a Designer Showcase at Tarrywile Mansion.

RGR:tw

LEASE AGREEMENT

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 1987, between the CITY OF DANBURY (hereinafter known as the "Owner") and THE WOMAN'S CLUB OF DANBURY/NEW FAIRFIELD and THE CHARLES IVES CENTER FOR THE ARTS (hereinafter collectively referred to as the "Lessee").

WHEREAS, Owner owns real property located at Brushy Hill Road and Southern Boulevard in Danbury, Connecticut as described in Schedule A attached hereto, together with the buildings and improvements thereon, and

WHEREAS, Lessee wishes to use the following described portions of real property which are a part of the entire premises described in Schedule A and which shall hereinafter be known as "the premises":

- Tarrywile mansion and immediate grounds located at 160 Southern Boulevard;
- Tarrywile gatehouse and immediate grounds located at 160 Southern Boulevard;
- Carriage house garage and immediate grounds located at 21 Brushy Hill Road;
- Greenhouse and immediate grounds located at 21 Brushy Hill Road;

WHEREAS, Owner is willing to permit such use to rehabilitate the premises in the manner hereinafter described to allow the use of said premises for a Designers' Show House as herein described.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and upon good and valuable consideration, Lessee and Owner hereby agree as follows:

Owner leases to Lessee and Lessee leases from Owner the premises above described and delineated for a term of \_\_\_\_\_ weeks commencing March \_\_\_\_\_, 1987 and continuing through July 11, 1987. Rent shall be paid only during the period the Tarrywile Mansion Designers' Show House is open to the public and shall be \$100.00 per day from May 31, 1987 through June 27, 1987.

Owner agrees not to sell or convey the premises or any interest therein from the date hereof until the expiration of this Lease Agreement unless such transaction is subject to the terms of this Agreement.

Lessee shall occupy and use the premises for the purpose of a

charitable benefit to be known as the "Tarrywile Mansion Designers' Show House" wherein various interior designers will undertake to decorate and furnish the rooms of the mansion. Commencing May 31, 1987 and continuing through June 27, 1987, inclusive, Lessee shall open the premises to the public and charge admission fees for the purpose of raising funds, which shall be divided between The Woman's Club of Danbury/New Fairfield (the "Club") and The Charles Ives Center for the Arts (the "Center"). The Club shall receive 60% of the fees and the Center shall receive 40% of the fees. Furthermore, Lessee may also use and occupy the premises for uses accessory to its Designers' Show House and in particular for a restaurant or cafe and a boutique for the sale of various items on a consignment basis subject to the receipt of any requisite governmental licenses or approvals. Prior to such public opening, Lessee may hold previews limited to the press, patrons, and invited guests of the Lessee and may take "before" and "after" photographs.

On March , 1987, Owner shall deliver to the Lessee full possession and control of the premises in present condition, ordinary wear and tear excepted. From that date forward until the expiration of this Lease Agreement, Lessee shall have unlimited rights of access to and possession of the premises of creating, exhibiting, and vacating the premises as a Show House, including the right to allow access by designers, their workers, contractors, agents and employees, subject to the following:

- (a) Free access at all times by the owner, its employees or agents by keys retained by it or by keys which Lessee is obligated to give it, if Lessee changes locks at the premises; provided, however, Owner shall not interfere with the uses of the Lessee, except as provided herein.
- (b) Access by Owner's agents or employees for the care of the gardens and lawn, and for snow removal.
- (c) Access by Owner's agents and employees for the making of structural repairs to any and all buildings on the premises as needed or deemed necessary by Owner or its Architect for this project, Roger Whitcomb, or upon notice to the Owner from the Lessee.

Prior to March 7, 1987, Owner shall remove and store at its own expense the three-dimensional model of the grounds currently located in the mansion. Lessee shall be permitted to remove any and all furniture and furnishings from the premises and to place all such items in storage.

29

Not later than July 11, 1987, Lessee shall vacate the premises having removed all furniture and furnishings belonging to designers or Lessee, and having restored the house and grounds to substantially the same condition they were in at the commencement of the leasehold, but without any duty to correct any present maintenance or structural problems. Improvements made by the Lessee, its agents, staff, employees, or the designers it allows to decorate the rooms of the mansion, shall remain on the premises.

Lessee shall have the right to cause the interior of the mansion at the premises to be redecorated in such a manner as Lessee shall determine. Subject to Owner's right to assure conformance with all applicable building codes, fire codes, safety requirements or any other municipal or governmental regulation, which concurrence shall be obtained from the Architect and from the Director of Public Works. Without notice to the owner and the written consent of the Owner or Architect, Lessee shall not permit the following:

- (a) Alteration of woodwork and ceilings except by paint, stain, or fabric; alteration of walls, except by paint or wall covering.
- (b) Painting of any surface which has not been previously painted.
- (c) Removal of any electric wires, electric, gas, or water fixture or other such items attached to the building.
- (d) Removal of baseboard molding to install wall-to-wall floor covering, except where said floor covering will not be removed upon the closing of the Show House.

Lessee shall give Owner notice of any request required hereunder in writing as provided elsewhere herein. Owner shall have five (5) business days to respond to such request after which time such request shall be deemed granted. Any changes or removals mentioned in this clause shall be performed without expense to Owner, unless otherwise agreed to in writing by the parties. All paint and wallpaper applied or hung by the designers must remain in the rooms after the Show House. At the termination of the Show House, each room must revert to its original state except with respect to new paint, stain, and wallpaper. If removed, doors must be painted or stained to match the refinished room and rehung. If fabric is used to cover walls and if fabric is to be removed, holes must be repaired and the walls must be painted.

Owner retains its ownership of all drapery hardware, electric wires, electric, gas, or water fixtures and other items attached to the building. To the extent that any of the same are removed as part of decoration, they shall be labeled and stored for the benefit of the Owner. At the end of the Show House any item so removed shall be reconnected, unless approval to leave the fixture in storage has been granted in writing. There are at present working outlets in each room of the Mansion. Any additional electrical work may be performed only after written permission has been obtained.

During the period in which this Agreement is effective, Owner shall:

- (a) Pay when due any taxes, assessments, or other government charges, and any mortgage payments for the premises.
- (b) Continue to be responsible for the care of gardens and lawns, for snow removal, for all ordinary exterior maintenance and repair, and for any and all structural repairs, provided, however, that Lessee shall give Owner timely notice of the need for any such structural repairs.
- (c) Continue maintenance of existing insurance on the buildings and improvements against damage by fire or other casualty covered by a comprehensive policy.
- (d) Pay the cost of all utilities consumed on the premises, including electricity, water, sewer, and heating costs.
- (e) Perform all those tasks shown on Exhibit A annexed hereto.

After March , 1987, and until the expiration of this Agreement, Lessee shall:

- (a) Be responsible for the ordinary interior maintenance, repairs, and cleaning.
- (b) At its option cause one pay telephones to be installed in a location approved by the Owner at the expense of the Lessee. The City will assume telephone costs after the Show House is ended.
- (c) See that electrical, plumbing, and other trades work is performed by licensed workers only.

(e) Be responsible for the exterior maintenance only to the extent of litter, trash, and garbage (for the period of March 1, 1987 to May 30, 1987 and June 28, 1987 to July 11, 1987), and for repair of damage to the grounds arising from the use, occupancy, or possession of the premises by Lessee.

(f) Install a security alarm system and provide additional security if deemed necessary by the Lessee or the Owner.

(g) Provide toilet facilities, at its own expense, in an area approved by the Owner.

Lessee shall take out and maintain, at its own expense, during the life of this Agreement such Comprehensive General Liability Insurance as will protect the Owner and the Lessee from claims for damages for personal injury, including accidental or wrongful death, as well as claims for property damages, which may arise from operations under this agreement whether such operations be by the Lessee or the Designers or by anyone directly or indirectly employed by any of them. The amounts of such insurance shall be in the following minimum limits:

Bodily Injury Liability	
and	- \$1,000,000 (combined)-each
Property Damage Liability	occurrence

Insurance policies shall provide for reinstatement of full coverage after payment of any claim.

The Lessee shall not occupy the premises until all insurance required in this Agreement has been obtained by the Lessee and such insurance has been approved by the Owner. The Lessee shall not allow any Designer to commence work under his or her Participation Agreement until similar insurance required of the Designer has been obtained. Lessee's Certificate of Insurance shall be filed with the Owner and shall be subject to the approval of the Owner for adequacy of protection before execution of this Lease Agreement.

All policies relating to this Agreement shall be so written that the Owner shall be notified of cancellation or change at least thirty (30) prior to the effective date of such cancellation or change.

Certificates from the insurance carrier shall be filed in triplicate with the Owner and shall state the limits of liability and the expiration date for each policy and type of coverage. The Owner shall be named as an additional insured. Renewal

29

certificates, if any, covering the renewal of policies expiring during the life of this Agreement shall be filed with the Owner not less than ten (10) days before the expiration of such policies.

The Lessee shall indemnify and hold the Owner harmless for any and all claims for damage to person or property arising out of or from its lease and use of the premises.

Owner will maintain the present grounds staff, but will not incur any additional expenses relating to use of the premises by Lessee. Restoration of the Victorian Garden will be undertaken by the Owner at its own expense. Owner will undertake repair of the lawn in the vicinity of the Greenhouse at its own expense.

Parking will not be permitted along driveways on the premises but will be permitted on such grassy areas as are designated by the Owner as available for parking. The Owner's Engineering Department is designing parking facilities and they will be constructed by the Owner's personnel prior to the Show House.

Owner represents that the premises conform to local ordinances, but does not make representations that the use of the premises as proposed by the Lessee is permitted by either municipal ordinance or by private covenant or restriction.

Except for security staff and the care-taker, no person may live in the buildings or on the grounds during on the time that the Lessee has use, occupancy, or possession of the premises.

Notwithstanding anything contained herein to the contrary, if the mansion on the premises shall be damaged by fire or other hazard prior to the expiration of the term of this lease such that the premises are not habitable or cannot be effectively exhibited as a Show House, or if the Lessee is unable to proceed with its Tarrywile Mansion Designers' Show House for any reason, the Lessee may, upon written notice to the Owner, terminate this Agreement. From the date of such notice all parties shall be relieved of further liability hereunder to each other and of responsibility for further decoration or restoration of the premises, except that if this Agreement is terminated after April 1, 1987, the parties shall at that time negotiate responsibility for the partial restoration or completion of any portion of the premises that is at that time undamaged and only partially decorated.

It is understood and agreed to by the parties hereto that the Owner has authorized \$15,000.00 in seed money to help the Lessee begin work on its Show House and that any sums used by the Lessee from that seed money will be paid back to the Owner at the end of

29

the Show House. It is anticipated by the Lessee that the seed money will be used to pay for printing the Guidebook, tickets, stationery, invitations, and a security watchman for the months of April and May, 1987.

Any notices required or called for herein shall be deemed given if either mailed by certified mail, return receipt requested, or hand delivered, as follows:

To Owner: Director of Public Works  
The City of Danbury  
155 Deer Hill Avenue  
Danbury, CT 06810

To Lessee: Mrs. Sandra Turcotte  
The Woman's Club of Danbury/New Fairfield  
12 Flintlock Drive  
Danbury, CT 06811

Mrs. Mary D. Nahley  
The Charles Ives Center For The Arts  
P.O. Box 801  
Danbury, CT 06813

Notwithstanding anything contained herein to the contrary, in any instance in which this Agreement calls for consent or approval of the Owner, such consent or approval shall be sought, in writing, from the Director of Public Works and the Architect for this project.

Any loss or liability caused by a conflict between this agreement and the Designer Participation Agreement shall not be borne by the Owner.

This Agreement sets forth the entire understanding of the parties with respect to the subject matter and there are no other written or oral understandings among them.

The parties to this Agreement hereby bind themselves, their successors, and assigns.

This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.





EXHIBIT A

1. FIRE MARSHAL

The Owner's Public Buildings Department will coordinate all requirements of the Fire Marshal such as exit signs, smoke alarms, etc. and pay for the same.

2. MECHANICAL MAINTENANCE

The Owner's Public Buildings Department will assume all responsibility for building services such as heat, electricity, water and sewer.

3. STRUCTURAL REPAIRS

Owner will undertake and endeavor to complete repairs to the conservatory and the porch prior to April 30, 1987. The Owner will also consider upgrading the electrical service and other necessary repairs at the same time.

4. PAINTING

Owner will paint the exterior trim of the Mansion prior to May 25, 1987.

5. TRASH REMOVAL

Owner will arrange for trash removal service for the period of May 31, 1987 to June 27, 1987 at its own expense.

All those certain pieces, parcels or tracts of land with the buildings and improvements thereon, situated in the City of Danbury, County of Fairfield and State of Connecticut, being shown and designated as Parcels 1, 2 and 3 on map consisting of six (6) sheets, which map is entitled "PROPERTY - THE C. D. PARKS COMPANY, to be conveyed to THE CITY OF DANBURY, Danbury, Conn., Total Area = 537.4816 Acres, Scale 1"=100', Sept. 13, 1985, Revised Oct. 14, 1985" certified substantially correct as a Class A-2 survey by William E. Riordan, L. S., which map is to be filed contemporaneously herewith in the office of the Danbury Town Clerk.

All that certain piece or parcel of land, situated in said City of Danbury bounded and described as follows:

BEGINNING at a certain point shown and designated as PT.47 on that certain map consisting of 6 sheets, which map is entitled "PROPERTY - THE C. D. PARKS COMPANY, to be conveyed to THE CITY OF DANBURY, Danbury, Conn., Total Area = 537.4816 Acres, Scale 1"=100', Sept. 13, 1985, Revised Oct. 14, 1985" certified substantially correct as a Class A-2 survey by William E. Riordan, L. S., which map is to be filed contemporaneously herewith in the office of the Danbury Town Clerk, and running thence in a general southeasterly direction to PT.54 as shown on said map; thence turning and running N 75° 00' 17" E 20.00 feet to the easterly side of "evidence of old road"; thence turning and running the following courses and distances: N 14° 59' 43" W 93.20 feet, N 4° 40' 23" W 82.16 feet, N 1° 38' 23" W 99.47 feet, N 5° 43' 27" E 87.76 feet, N 11° 15' 47" E 60.57 feet, N 1° 03' 03" W 40.40 feet, N 1° 04' 13" W 32.31 feet, N 1° 50' 57" E 100.0 feet, N 6° 54' 35" E 121.48 feet, N 5° 46' 51" E 146.71 feet, N 20° 41' 12" W 28.43 feet to the point or place of beginning.



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

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

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

January 28, 1987

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

FROM: Robert G. Ryerson

RE: Designer Showcase Lease

---

I am requesting your favorable approval of the lease between the City of Danbury and the authorized personnel of the Charles Ives Center and Danbury-New Fairfield Womens Club.

Corporation Counsel has overseen this matter and all legal items would be in order to pursue a Designer Showcase at Tarrywile Mansion.

RGR:tw

✓ cc: Betty Crudginton

029

LAW OFFICES

NAHLEY & SULLIVAN, P. C.

RICHARD L. NAHLEY  
~~XXXXXXXXXXXX~~  
ROBERT C. STEARNS, JR.

46 MAIN STREET  
P. O. BOX 974  
DANBURY, CONNECTICUT 06810  
TELEPHONE (203) 744-4720

February 18, 1987

Honorable Elizabeth Crudgington  
City Clerk, City of Danbury  
155 Deer Hill Avenue  
Danbury, Connecticut 06810

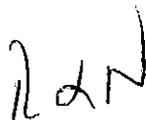
Re: Tarrywile Mansion

Dear Betty:

I am enclosing herein, a copy of the Designer Participation Agreement in connection with the Tarrywile Mansion Designer Showhouse. Would you be so kind as to make it a part of the file of the Common Council Committee chaired by Councilman Steve Flanagan.

Many thanks for your cooperation.

Very truly yours,



Richard L. Nahley

RLN/klr  
enclosure

DESIGNER PARTICIPATION AGREEMENT

I. PREAMBLE

This agreement between The Charles Ives Center for the Arts (hereinafter referred to as "Center") and The Women's Club of Danbury/New fairfield (hereinafter referred to as "Club") and the undersigned Designer is intended to state the rights and obligations of both parties and the terms and conditions for their participation in the Tarrywile Mansion Designers' Show House to be held at Tarrywile Mansion on Southern Boulevard, Danbury, Connecticut for the benefit of the Center and the Club.

The provisions of this agreement shall be subject to the provisions of a certain lease agreement between the Center, the Club, and the City of Danbury (hereinafter referred to as the "Owner").

II. GENERAL MATTERS

A. Period of Operations and Hours

The Show House will be open from May 30, 1987 through June 27, 1987. The hours for admission of the public will be: Tuesday, Wednesday, Friday, and Saturday, from 10:00 a.m. - 4:00 p.m.; Thursday from 10:00 a.m. - 8:00 p.m.; and Sunday from 11:00 a.m.- 4:00 p.m..

B. Tickets and Proceeds

The Center and the Club will be responsible for the sale and collection of tickets for admission and shall be entitled to

all proceeds from the sale of the tickets. It is expressly agreed that the Designer waives all rights or claims to any proceeds from the sale of tickets to the Show House.

C. Designer's Deadlines

Designer agrees to decorate the room designated as Room # \_\_\_\_\_ including sides of doors facing that room subject to the restrictions set forth below. Designer will be given access to the Show House beginning April 1, 1987 for the purpose of decorating his or her room. No Designer shall be allowed access to his or her room until the signed agreement has been received by the Designers' Chairman. Designer agrees to have his or her room completed and ready for exhibition by 4:00 p.m., Thursday, May 21, 1987. Publicity pictures will be scheduled for Friday, May 22, 1987. A preview party will be held Saturday, May 30, 1987. Designer shall leave his or her room's wall coverings and painted applications, but will remove all furnishings, and in all other respects restore his or her room to a condition acceptable to the Designers' Chairman, and leave his or her room broom clean by 5:00 p.m., July 11, 1987.

III. DECORATING AND RESTORATION

A. Prior Approval

The decoration of any assigned area or room shall be commenced by Designer only after approval by the Show House Designers' Chairman and shall comply with all local and state building, fire, and health codes.

B. Painting and Papering

Each Designer is responsible for painting and papering his or her room. All paint and wallpaper applied or hung by the Designer must remain in the room after Show House. At the termination of Show House, each room must revert to its original state except with respect to new paint, stain, and wallpaper. If removed, doors must be painted or stained to match the refinished room and rehung. If fabric is used to cover walls and if fabric is removed, holes must be repaired and walls painted.

No panelling, woodwork, floor finishes, tile, or brick, including bathrooms and fireplaces may be altered or changed without written permission. No painting of any surface which has not been previously painted will be permitted without written permission. Written permission must be obtained in advance to install furnishings or fixtures which will be attached to walls, floors, or doors. Written permission must be obtained in advance in order to effect any structural alterations, such permission will be given only in exceptional cases.

C. Electrical Work and Lighting

Designer may remove lighting fixtures from the room, labeling each with name and room, and then store in designated areas. At the end of Show House Designer will see that any item so removed is replaced and reconnected to the wiring, unless approval to leave the fixture has been granted in writing. There are at present working outlets in each room. Any additional

electrical work must be provided by the Designer and only after written permission has been obtained.

#### D. Floors

Written permission must be obtained for removal of baseboards to install wall-to-wall carpeting except where floor covering will not be removed at end of Show House. No permanent adhesive floor covering may be affixed without written permission. Carpeting which will not remain at end of Show House will be affixed with double-faced tape except on stairways. No painting of floors shall be permitted without written permission.

#### E. Fresh Flowers and Plants

Designers using fresh flowers or plants must maintain and replace them at times when the Show House is not open to the public. Should plants or flowers begin to wilt or look unkempt, the Center or Club will remove them from the room. Coffee, tea, wine, or other liquids to be displayed in the rooms must be colored water simulations. Each Designer is responsible for the maintenance of all plants and flowers in his or her room, except as may be reasonably specified in instructions to the Center and Club pursuant to Paragraph IV. D. below.

#### F. Other - See attached sheet

(This paragraph is reserved for any additional restrictions for decorating a specific room or area; if none are applicable insert "None".)

#### G. Restoration

At the completion of the Show House, Designer will restore and clean his or her room as set forth above so as to leave it in a final condition reasonably satisfactory to the Designers' Chairman. To the extent the Designer fails to restore his or her room to an acceptable condition as provided above, the Center and the Club reserve the right to undertake such restoration at the Designer's sole expense. Furthermore, any furniture, furnishings, etc., not removed from the premises by the Designer by 5:00 p.m., July 11, 1987 shall become the property of the Center and the Club.

ALL WORK SHALL BE PERFORMED IN A WORKMAN-LIKE MANNER WITHOUT EXPENSE TO THE CENTER OR THE CLUB, AS SHALL BE THE RESTORATION OF ROOMS TO ACCEPTABLE CONDITION BY 5:00 P.M., JULY 11, 1987. ANY ELECTRICAL, PLUMBING, OR OTHER TRADES WORK SHALL BE PERFORMED BY LICENSED WORKMEN ONLY.

H. Center and Club Decisions Final

It is understood and agreed to by the Designer that the decision of the Center and the Club or its designees is final as to any decoration, renovation, clean-up, or restoration.

IV. MAINTENANCE AND OPERATION OF SHOW HOUSE

A. Cleaning

Ordinary cleaning of the Show House premises shall be the responsibility of the Center and the Club and will be performed in accordance with the Designer's reasonable instructions as provided for below. However, it is understood that the Center and the Club

disclaim any liability for accidental damage to personal property except insofar as such damage arises from the failure of the Center and the Club to abide by Designer's written instructions.

B. Parking

The Designer, his or her suppliers, agents, employees, and all other working at or attending the Show House under the Designer's direction or request shall park their vehicles only in areas designated by the Center and the Club.

C. Staff for Show House

Provision of staff for the operation of the Show House (e.g., hostesses, guides, ticket takers, parking attendants, etc.) shall be the sole responsibility of the Center and Club, except that the Designer, or his or her representative will at Designer's option be permitted to serve as the host or hostess of the Designer's designated area any day the Show House is open to the public. In the event the Designer chooses to not exercise this option he or she will so notify the Designers' Chairman at least three days prior to the given date. If such notice is not received, the Center and the Club will accept no responsibility for staffing the Designer's designated area.

D. Instructions As To Care and Display

Any reasonable instructions from the Designer to the Center and the Club regarding the care and display of the Designer's designated area (e.g., lamps to be turned on, cleaning instructions points of interest to be mentioned to visitors, etc.)

shall be furnished to the Designers' Chairman in writing, in duplicate, not later than 9:00 a.m., May 26, 1987.

E. Visitors

Visitors to the Show House will tour it as established by the Center and the Club, and individual Designers or their representatives will not be permitted to alter or impede their flow.

F. A security alarm system for the Tarrywile Mansion will be installed and operational from April 1, 1987 through July 11, 1987. Additional security will be provided if deemed necessary by the Center, Club, or Owner.

V. GUIDEBOOK

The Center and the Club will print and distribute a free guidebook to each Visitor to the Show House. The guidebook will include, among other things, a description of each Designer's room with credit to Designer and other credits Designer may reasonably request.

Each Designer is asked to submit a short typewritten description (not more than 150 words) and a sketch of his or her room on or before April 7, 1987 for inclusion in the guidebook. The description should include credits for items in the room. The sketch should be in a format ready for reproduction in the guidebook. The Center and the Club reserve the right to make any changes or deletions in the material submitted that they in their sole discretion, deem desirable. Failure to submit a description

and a sketch shall relieve the Center and the Club from any responsibility for error or failure to include the missing material in the guidebook.

Advertising space in the guidebook will be available to the Designer.

#### VI. PUBLICITY

The Center and the Club will be solely responsible for all publicity for the Show House. Any publicity which the Designer wishes to originate must be coordinated with and approved by the Center and the Club.

#### VII. SALE OF ARTICLES

Designer will submit to the Center and the Club on or before May 27, 1987 on his or her stationery, in quadruplicate, a typewritten list of all items in his or her room, one of which will be displayed in the Designer's room. Articles not for sale shall be marked NFS and price shall be stated for those articles that are for sale. The Center and the Club will receive 10% of the listed price for each article sold through the Show House. Articles sold may not be removed from designer's room until the close of the show, but a deposit will be required to reserve the article. The Club, Center, and Owner reserve the right to purchase articles for sale by Designer at Designer's cost plus 10%.

#### VIII. BOUTIQUE AND OTHER ACTIVITIES

The Center and Club reserve the right to use the Mansion for

such other activities compatible with the Show House as they shall determine as long as such activities do not unreasonably interfere with the Designer's decoration and display of his or her room.

Among those activities will be included a boutique at which the Center and the Club will offer items for sale to visitors to the Show House. Should the Designer wish to offer for sale an item or items in the Boutique, the Center and Club will receive 30% of the sales price of any item so sold. The Center and Club accept no responsibility for items held for sale at the Boutique.

IX. INSURANCE

A. Certificate of Insurance

The Designer shall provide the Center and the Club with evidence of insurance coverage in the form of a Certificate of Insurance for a General Liability Policy in the amount of \$1,000,000.00 (minimum) naming the Center, the Club, and the Owner as Co-Insureds for this project only. It is expressly agreed to by the parties that the Designer waives any claim or demand against the Center, Club, or Owner for damages to his or her property including furnishings, fixtures, and artifacts, which may arise out of or from the Show House. Any such damage shall be the sole responsibility of the Designer.

B. Other Insurance

The Designer shall be solely responsible for providing insurance to cover Personal Injury Liability, Property Damage Claims, and Workers' Compensation for his or herself, his or her

agents, servants, and employees beginning April 1, 1987 and continuing through the duration of the Show House and the subsequent clean-up and restoration period. It is expressly agreed to by the parties that the Designer is not, under any circumstances whatsoever, the agent, servant, or employee of the Center or the Club, the City of Danbury ("Owner") or the Executive Committee of the Show House, nor is any such relationship to be implied.

C. Indemnification

The Designer shall indemnify and hold the Center and the Club, the Owner, and the Executive Committee of the Show House harmless for any and all claims for damages to person or property arising out of or from the Show House during the duration of the preparation for, operation of, and clean-up of after the same. All insurance policies obtained by the Designer shall contain appropriate waivers of subrogation against the Center, Club, Owner, and Executive Committee, and shall name the Center, Club, and Owner as Co-Insureds for this project only.

X. TERMINATION

In the event that the House shall be damaged by fire or other hazard prior to the expiration of this Agreement, to the extent that the Designer's designated room or a substantial portion of the Mansion cannot be effectively exhibited as a Show House, or in the event that the Center and Club are unable to proceed with the Designers' Show House for any reason, including but not limited

to, the termination of their Lease for the premises for reasons beyond their control, or the institution of legal action against the Center, Club, or Owners enjoining such activity; this Agreement shall be terminated upon written notice by First Class Mail to the designer from which date all parties shall be relieved of further liability hereunder each to the other, except that the Center and Club may require Designer to partially restore and clean his or her area to the extent it is undamaged by hazard.

If the Designer fails to perform in accordance with the terms of this Agreement or to decorate the assigned room or area in a timely and competent manner, this agreement may be terminated by the Center and the Club upon oral notice to the Designer without further obligation, one to the other.

XI. CONSTRUCTION

A. Time Is Of The Essence

For the purpose of all provisions of the Agreement, time is of the essence and the Designer hereby waives all right to any notice to quit premises.

B. Designer Granted a License Only

It is expressly understood and agreed to by the parties herein that the Designer is granted a license only to use his or her assigned room or portion thereof within the premises and shall obtain no possessory or proprietary rights in any part of the premises whatsoever.

C. Default

Should legal proceedings become necessary to enforce this Agreement, or any portion thereof, the defaulting party shall pay the other any and all costs incurred in such proceeding, including a reasonable attorney's fee.

D. Modification

This agreement may not be modified, altered, or amended unless the same is in writing and signed by the parties hereto.

E. Waiver Not a Breach

Any waiver of any portion of this Agreement shall not constitute a breach thereof, provided however, that such waiver shall not serve to invalidate or waive the remaining portion of this Agreement.

F. Severability

Should any court of competent jurisdiction determine that any portion of this Agreement is illegal or unenforceable such judgment shall not serve to invalidate or render unenforceable the remaining portion of such Agreement.

G. Governing Law

This Agreement shall be governed by the laws of the State of Connecticut.

PLEASE SIGN AND RETURN THIS AGREEMENT TO THE SHOW HOUSE'S DESIGNERS' CHAIRMAN ON OR BEFORE JANUARY 4, 1987.

TIMOTHY WARD

1 Fox Den Road  
Danbury, CT 06810

ACCEPTANCE

I understand and agree to adhere to the conditions of this Agreement as set forth above, and all other reasonable rules and regulations adopted by the Center and the Club a may be necessary to the operation of the Show House. I agree to perform in accordance with the terms of this Agreement and to decorate my assigned area or room in a timely, competent manner.

Room Assignment: \_\_\_\_\_

Designer's Name (Please Print): \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

\_\_\_\_\_  
Designer's Signature: \_\_\_\_\_

Accepted for The Charles Ives Center For The Arts

By: \_\_\_\_\_

And For The Women's Club of Danbury/New Fairfield

By: \_\_\_\_\_

A copy of this executed Agreement will be returned to the Designer upon its approval and acceptance by the Center and the Club.



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

THEODORE H. GOLDSTEIN  
CORPORATION COUNSEL  
ERIC L. GOTTSCHALK  
LASZLO L. PINTER  
SANDRA V. LEHENY  
LAWRENCE M. RIEFBERG  
ASSISTANT CORPORATION  
COUNSEL

PLEASE REPLY TO:  
  
DANBURY, CT 06810

January 29, 1987

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

Re: Danbury-Bethel Interlocal Agreement -  
Shelter Rock Road Bridge Reconstruction

Dear Council Members:

Please find enclosed a proposed draft contract prepared by counsel for the Town of Bethel.

While this draft is preliminary in nature, we expect to complete technical revisions to it prior to council committee review.

Please refer the matter to the Planning Commission and to an appropriate committee in the usual fashion.

Sincerely,

Eric L. Gottschalk  
Assistant Corporation Counsel

ELG:mdy

AGREEMENT

THIS AGREEMENT, made this            day of            ,  
 19            , by and between THE CITY OF DANBURY, Connecticut,  
 (hereinafter referred to as "DANBURY") and acting herein by  
 JAMES DYER, Its Mayor, hereunto duly authorized by action of  
 the Common Council of said City of            , and the  
 TOWN OF BETHEL, Connecticut (hereinafter referred to as  
 "Bethel") and acting herein by CLIFFORD J. HURGIN, Its First  
 Selectman, hereunto duly authorized by action of the Town  
 Meeting of the Town of BETHEL on March 10, 1986.

W I T N E S S E T H :

WHEREAS, a certain bridge, commonly known as Shelter  
 Rock Road Bridge, is located across a stream, commonly known as  
 East Swamp Brook, which bridge and stream are located on the  
 common boundary line between DANBURY and BETHEL, and;

WHEREAS, said bridge has deteriorated in condition,  
 is narrow in width, and is in need of replacement, and;

WHEREAS, it is in the best interests of said DANBURY  
 and BETHEL to have said bridge replaced, and;

WHEREAS, Section II of Public Act No. 84-254 of the  
 General Assembly of the State provides for the making of loans  
 and grants by the State to municipalities to finance in part  
 the removal, replacement, reconstruction, rehabilitation or  
 improvement of local bridges, and;

WHEREAS, the Town of BETHEL has applied for and received a loan and grants from the State of Connecticut to finance in part the removal, replacement, reconstruction, rehabilitation, or improvements of said bridge, a copy of which agreement is attached hereto and made a part hereof.

WHEREAS, the total estimated cost of the bridge replacement project, including the cost of engineering, construction, inspection, and contingencies, is Four Hundred Forty-One Thousand Forty-Six (\$441,046.00) Dollars to be paid as follows:

- 1. State Grant \$132,887.00
- 2. State Loan 220,523.00
- 3. Local Share 87,636.00

WHEREAS, DANBURY and BETHEL have agreed to share equally in the local share of the cost of said construction and to share equally in the repayment of the aforesaid loan to the State of Connecticut.

NOW THEREFORE, in consideration of the mutual promises contained herein, the respective parties and their successors hereby agree as follows:

- 1. BETHEL agrees to serve as the contracting Public Agency for the purposes of receiving and processing the State of Connecticut Loan and Grant for the replacement of said bridge.

2. BETHEL shall keep DANBURY informed of the progress of said Loan and Grant Application and to provide duplicate copies of the documentation with respect to said Loan and Grant Application.

3. BETHEL shall act as the contracting agency for the purpose of securing bids, awarding a contract, supervising of construction and performing of all other acts necessary, desirable and convenient to complete the construction of said bridge. BETHEL shall also perform all other acts required by the said Loan and Grant Agreement.

4. The Town Engineer from the Town of BETHEL shall be responsible for informing the City Engineer of the City of DANBURY of the general progress of the project and to meet with him regarding the project as conditions may warrant. The respective Town Engineers shall mutually agree on the design, change orders, and traffic control effecting the project.

5. BETHEL acting through its Town Engineer shall cause to be prepared an itemized invoice of the project showing the total costs of the same, the amounts to be paid by the Grant and Loan and the amount constituting "Local" share. Payment shall be made to BETHEL within 30 days of the receipt of said invoice. DANBURY shall have the right to prepay its local share of \$43,818.00 prior to the commencement of the construction of said bridge and in such event it shall have no further obligation with respect to the local share of said

project, unless the cost of said project exceeds the present estimated cost of the same in which event the parties shall proceed in accordance with Paragraph Seven of this agreement.

6. BETHEL agrees to make the Loan payments to the State of Connecticut in accordance with the terms of said Grant and Loan Agreement and DANBURY agrees to reimburse BETHEL for one-half of the same within thirty (30) days of the receipt of proof of payment of the same. DANBURY reserves the right to prepay to the Town of BETHEL, its share of the loan in the amount of \$110,261.50, and in the event that it does so, BETHEL agrees to hold DANBURY harmless from any further obligations in connection with said loan.

7. In the event that the costs of said project exceed the present estimated cost of the same, BETHEL agrees to contact DANBURY and obtain its approval prior to becoming obligated for the same.

8. BETHEL, as the contracting agency, shall hold DANBURY harmless for any claims arising out of BETHEL's default of any Contract effecting said project.

9. All claims, demands, disputes, differences, controversies, and misunderstandings that may arise between BETHEL and DANBURY under this Agreement, shall be submitted to and determined and settled by arbitration according to the rules of the American Arbitration Association.

Dated at \_\_\_\_\_, Connecticut this \_\_\_\_\_ day of \_\_\_\_\_, 198 .

Signed, Sealed, Delivered  
in the Presence of:

THE CITY OF DANBURY

\_\_\_\_\_

By JAMES DYER,  
Its Mayor

THE TOWN OF BETHEL

\_\_\_\_\_

\_\_\_\_\_

By CLIFFORD J. HURGIN,  
Its First Selectman

\_\_\_\_\_



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

THEODORE H. GOLDSTEIN  
CORPORATION COUNSEL  
ERIC L. GOTTSCHALK  
LASZLO L. PINTER  
SANDRA V. LEHENY  
LAWRENCE M. RIEFBERG  
ASSISTANT CORPORATION  
COUNSEL

PLEASE REPLY TO:

DANBURY, CT 06810

January 29, 1987

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

Re: Agreement Between The City of Danbury  
and The Danbury Cemetery Association, Inc.

Dear Council Members:

Please find enclosed a proposed agreement between the Danbury Cemetery Association, Inc., and the City of Danbury concerning the maintenance of various City-owned graves.

Please consider the approval of this agreement in the usual fashion.

Sincerely,

Eric L. Gottschalk  
Assistant Corporation Counsel

ELG:mdy



2. The City will pay the Cemetery the sum of Five Dollars and 30/100 (\$5.30) per grave or a total of Ten Thousand Six Hundred Ten Dollars and 60/100 (\$10,610.00) per year for said maintenance for the fiscal year beginning July 1, 1986 and the sum of Five Dollars and 55/100 (\$5.55) per grave or a total Eleven Thousand One Hundred Eleven Dollars and 10/100 (\$11,111.10) per year for the fiscal year commencing July 1, 1988. Said sum is to be paid during the month of July of each year in advance.

3. This Agreement shall be only for the period of the fiscals years commencing July 1, 1987 and July 1, 1988, but the Agreement may be extended for additional years by mutual agreement of both parties at whatever rates shall be agreed to between both parties at that time. This Agreement may be extended for additional years without the necessity of a preparation or execution of a sepearte agreement by a letter agreement between the parties setting forth the term of the new agreement and the cost thereof. The maintenance provided by the Cemetery in the event of such an extension of this Agreement shall be the same as set forth in this Agreement.

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

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CITY OF DANBURY

By: \_\_\_\_\_

DANBURY CEMETERY ASSOCIATION

By: \_\_\_\_\_



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

February 3, 1987

Honorable Members of the Common Council  
Danbury, Connecticut

Re: Agreement Between Local 522 - Painters Union and the  
City of Danbury

Dear Council Members:

Presently, the City of Danbury maintains all of its public buildings, including Danbury High School, two junior high schools and fourteen elementary schools. To maintain these buildings on a yearly basis, cost the City of Danbury a considerable amount of money.

In August, 1986 a scheduled meeting was held between Local 522 - Painters Union and the City of Danbury. In attendance were Mayor James E. Dyer, Warren Null, Business Manager of Local 522 and Basil Friscia, Director of Public Works. Several issues were discussed and the outcome looked promising.

The purpose of the meeting was to propose an agreement between Local 522 (which is comprised of 100 painters) and the City of Danbury to negotiate a contract whereby the City will hire qualified painters to paint and repair all of its public buildings when needed. Those painters will be hired at the standard union hourly wages rather than at exorbitant contractors cost. In doing so the City will save thousands of dollars by avoiding contractor bidding.

I hereby request the appointment of an ad hoc committee of the Common Council to look into this matter as soon as possible.

Respectfully submitted,

Donald Sollose  
Councilman - 2nd Ward

January 28, 1987

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

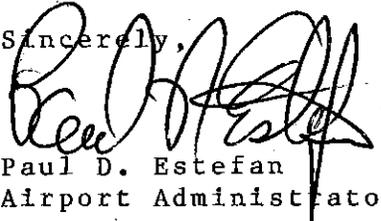
Honorable Mayor:

I am requesting an additional \$1,600.00 to fund the Airport Overtime account and additional \$2,000.00 to fund the maintain automotive equipment account.

Due to the number of unusual snow and ice storm on the holidays and weekends we have used up our entire overtime account. In this request for \$1,600.00 we are covered for four more storms for the year.

As well as using all of the overtime account we have run into equipment problems on some of our new equipment and old equipment while plowing the airport. We anticipate that this additional request should carry us till the end of the fiscal year. I would appreciate your assistance in this matter.

Sincerely,



Paul D. Estefan  
Airport Administrator



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

## REPORT AND ORDINANCE

February 3, 1987

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

Re: Tax Credit for Elderly Homeowners

The Common Council held a public hearing on the proposed Elderly Tax Credit ordinance on January 28, 1987 at 8:00 P.M. in the Council Chambers.

The Council met as a Committee of the Whole immediately following the public hearing and unanimously recommends that the ordinance be amended to include Section i and that the Common Council adopt the amended ordinance.

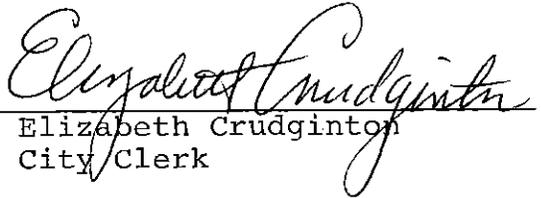
RESPECTFULLY SUBMITTED,

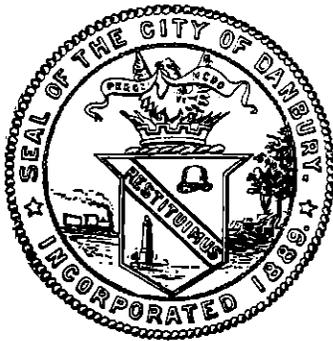
*Constance McManus*  
CONSTANCE McMANUS  
President

35  
EFFECTIVE DATE: This Ordinance shall take effect thirty (30) days after adoption and publication, as provided by law and Section 3-10 of the Charter of the City of Danbury, Connecticut.

Adopted by the Common Council - February 3, 1987.  
Approved by Mayor James E. Dyer - February 5, 1987.

ATTEST:

  
Elizabeth Crudginton  
City Clerk



**ORDINANCE**  
**CITY OF DANBURY, STATE OF CONNECTICUT**  
**COMMON COUNCIL**

February 3, 1987

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

THAT Section 18-12 of the Code of Ordinances of Danbury, Connecticut be amended to read as follows:

Sec. 18-12 Tax credit for elderly homeowners.

(a) The City of Danbury hereby enacts a tax credit for elderly homeowners, pursuant to Section 12-129n of the Connecticut General Statutes, for eligible residents of the City of Danbury on the terms and conditions provided herein. This section is enacted for the purpose of assisting elderly homeowners with a portion of the cost of property taxation commencing with the Assessment List of 1986.

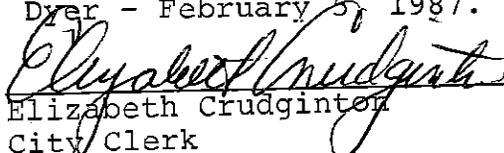
(b) Any person who owns real property in the City of Danbury or is liable for the payment of taxes thereon, pursuant to Section 12-48 of the Connecticut General Statutes, and who occupies the property as a principal residence shall be entitled to a credit of up to two hundred and fifty dollars (\$250.00) if single, or to a credit of up to three hundred fifty dollars (\$350.00) if married, on the real estate tax bill, provided the following conditions are complied with:

(1) Such person is sixty-five (65) years of age or over at the close of the previous calendar year, or his or her spouse is sixty-five (65) years of age or over at the close of the previous calendar year and resides with such person, or sixty (60) years of age or over and the surviving spouse of a taxpayer qualified for tax credit under this section at the time of his or her death.

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

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

Adopted by the Common Council - February 3, 1987  
Approved by Mayor James E. Dyer - February 5, 1987.

ATTEST:   
Elizabeth Crudginton  
City Clerk



35

# ORDINANCE

## CITY OF DANBURY, STATE OF CONNECTICUT COMMON COUNCIL

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

(3) The property for which the credit is claimed must be the primary legal residence of such person and occupied more than one hundred eighty-three (183) days of each calendar year.

(4) Applications must be filed with the assessor's office between February 1st and May 15th in the year following the list year with respect to which benefits are claimed hereunder, in triplicate, one copy going to the taxpayer, one to the tax collector and one to the assessor. The applicant must reapply every two (2) years in order to continue eligibility for relief hereunder.

(5) The application must include an affidavit stating whether income, individually is below seventeen thousand dollars (\$17,000.00) or, jointly, if married, is below nineteen thousand, seven hundred dollars (\$19,700.00). "Income" is defined as total adjusted gross income, tax-exempt interest, realized capital gains, and social security payments, as determined under the Internal Revenue Code of 1954, earned during the calendar year preceding the fiscal year for which a tax benefit is claimed. An application for benefits offered pursuant to state tax relief programs for elderly homeowners may be accepted by the Danbury tax assessor as an application for benefits hereunder.

(6) No tax credits shall be given under this section to any persons who owe delinquent taxes to the City of Danbury. The applicant shall submit a certificate from the tax collector to the effect that no such delinquent taxes are owed.

(7) No property tax relief authorized hereunder together with any relief received by any such resident under provisions of the Connecticut General Statutes, sections 12-129b to 12-129d, inclusive, sections 12-129h, 12-129i and sections 12-170a to 12-170h, inclusive, shall exceed, in the aggregate seventy-five percent of the tax which would, except for said sections 12-129b to 12-129d, inclusive, 12-129h, 12-129i, sections 12-170a to 12-170h, inclusive, and this section, be laid against the taxpayer.



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# ORDINANCE

## CITY OF DANBURY, STATE OF CONNECTICUT COMMON COUNCIL

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

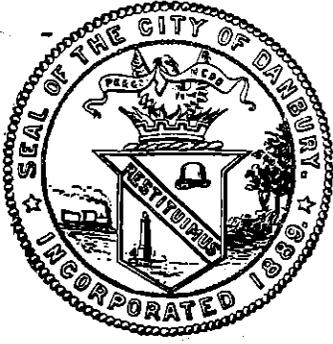
(c) The tax credit for real property as provided herein shall apply to only the residence itself and the lot on which the residence is located, but such credit shall not apply to more than the minimum lot size permitted by the zoning ordinances of the City of Danbury.

(d) The assessor shall determine whether each applying taxpayer is entitled to tax credit under this section and shall compute the amount of tax credit to which each qualified taxpayer is entitled and cause a certificate of tax credit to be issued in such form as to permit the tax collector to reduce the amount of tax levied against the taxpayer. The tax credit shall be applied proportionately to the tax payments.

(e) Only one tax credit shall be allowed for each parcel of land eligible for the tax credit under this section. In any case where title to such real property is recorded in the name of the taxpayer or his or her spouse, who are eligible for tax credit, and any other person or persons, the amount shall be prorated to allow a tax credit equivalent to the fractional share in the property of such taxpayer or spouse, and if such property is a multiple-family dwelling such credit shall be prorated to reflect the fractional portion of such property occupied by the taxpayer, as provided by state statutes, as they may be amended. Persons not otherwise eligible shall not receive any tax credit. No tax credit shall be allowed hereunder if such dwelling is used for more than four (4) families.

(f) The tax credit allowed hereunder shall not apply to any water rent, water use charge, water tax, sewer tax or sewer use charge which may be levied against real property in the City of Danbury.

(g) If a taxpayer has qualified and received tax relief under the provisions of this section and subsequently becomes disqualified for any reason, he or she shall notify the tax assessor on or before February 1st of the year in which he or she becomes disqualified and his or her exemption shall cease for such fiscal year and such disqualification shall continue until he or she becomes eligible again and has filed a new application.



35

# ORDINANCE

## CITY OF DANBURY, STATE OF CONNECTICUT

### COMMON COUNCIL

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

(h) The total of all tax credits granted under this section shall not exceed for each fiscal year an amount equal to five percent (5%) of the total real estate property tax assessed in the City of Danbury during the preceding fiscal year; tax credits given to eligible applicants hereunder shall be prorated in such a manner so that the total amount of city tax relief hereunder shall remain within the limits fixed herein.

(i) If any person with respect to whom a claim for tax credit in accordance with this section has been approved for any assessment year transfers, assigns, grants or otherwise conveys in such assessment year the interest in real property to which such claim for tax credit is related, regardless of whether such transfer, assignment, grant or conveyance is voluntary or involuntary, the amount of such tax credit shall be a pro rata portion of the amount otherwise applicable in such assessment year to be determined by a fraction the numerator of which shall be the number of full months from the first day of October in such assessment year to the date of such conveyance and the denominator of which shall be twelve. If such conveyance occurs in the month of October the grantor shall be disqualified for tax credit in such assessment year. The grantee shall be required within a period not exceeding ten days immediately following the date of such conveyance to notify the assessor thereof, whereupon the assessor shall determine the amount of tax credit to which the grantor is entitled for such assessment year with respect to the interest in real property conveyed and notify the tax collector of the reduced amount of tax credit applicable to such interest. Upon receipt of such notice from the assessor, the tax collector shall, if such notice is received after the tax due date in the municipality, within ten days thereafter mail or hand a bill to the grantee stating the additional amount of tax due as determined by the assessor. Such tax shall be due and payable and collectible as other property taxes and subject to the same liens and processes of collection, provided such tax shall be due and payable in an initial or single installment not sooner than thirty (30) days after the date such bill is mailed or handed to the grantee and in equal amounts in any remaining, regular installments as the same are due and payable.



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

## REPORT

February 3, 1987

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

Re: Amendment of the Danbury Administrative Code - Section 13A-36 and 13-40

The Common Council Committee appoint to review amendment of the Danbury Administrative Code- Section 13A-36 and 13-40 met for the second time on January 27, 1987 in City Hall at 7:00 P.M. In attendance were Council Members Sollose and Esposito.

The Conservation Commission requested a meeting with the Mayor in regard to revising the ordinance concerning Bear Mountain Reservation. The enclosed ordinance was submitted to the committee by Philip Capozzi, Administrative Aide to the Mayor.

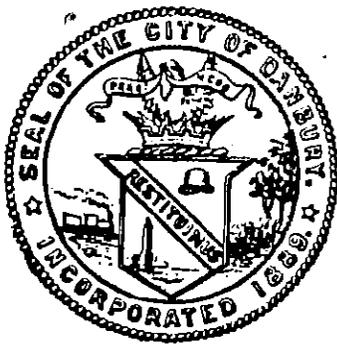
Mr. Sollose made a motion to accept the proposed amendments and submit the final draft of the ordinance for Public Hearing. Seconded by Mr. Esposito and so passed.

Respectfully submitted,

\_\_\_\_\_  
JOHN ESPOSITO, Chairman

\_\_\_\_\_  
DONALD SOLLOSE

\_\_\_\_\_  
MOUNIR FARAH



36

**ORDINANCE**  
**CITY OF DANBURY, STATE OF CONNECTICUT**  
**COMMON COUNCIL**

---

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

THAT Section 13A-36 of the Code of Ordinances of Danbury, Connecticut is hereby amended to read as follows:

Section 13A-36. Camping. Camping on the reservation is not permitted except upon issuance of a permit therefor from the Parks and Recreation Department as authorized in accordance with guidelines prepared by the Director of Parks and Recreation in consultation with the Parks and Recreation Commission and the Danbury Conservation Commission and approved by the Common Council. Except in unusual circumstances and upon the prior approval of the Mayor, permits shall be limited to no more than five days each. Permits shall be limited to only those organizations having as a primary purpose the conservation, promotion, and protection of natural or historical resources. Such groups shall include, without limitation, the Boy Scouts of America and the Girl Scouts of America.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF DANBURY THAT:

Section 13A-40 of the Code of Ordinances of Danbury, Connecticut is hereby amended to read as follows:

Section 13A-40. Fires. Fires are prohibited throughout the reservation except upon the issuance of a permit therefor from the Parks and Recreation Department as authorized in accordance with guidelines prepared by the Director of Parks and Recreation in consultation with the Parks and Recreation Commission and the Danbury Conservation Commission and approved by the Common Council.



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

## REPORT

February 3, 1987

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

Re: Bonding Procedures, City of Danbury

The Common Council Committee appointed to review the bonding procedures in the City of Danbury met on January 27, 1987 at 8:00 P.M. in City Hall. In attendance were Council Members Esposito, McManus and Gallo. Ex Officio was Donald Sollose. Also present were Assistant Corporation Counsel Eric Gottschalk and Comptroller Dominic Setaro.

Mrs. McManus asked what type of bond Ancher Coatings, Inc. had posted with the City before starting the roof repairs at Pembroke School. Rick Gottschalk stated this was a performance bond. He also stated that this was a very unusual situation and would probably never happen again. Not only did the contractor go bankrupt, but the insurance company did also. Mr. Gottschalk stated that 100% contract bonds are required and extend for the life of the contract. After the work is completed a percentage of the bond is kept for one year. We have \$21,000 secured from the contractor from the final payment of this project. Mr. Gottschalk stated that in the future the City is going to require the contract bidder to furnish the City with the name of their surety company so the City can evaluate them as part of the bid.

Mr. Setaro and Mr. Gottschalk stated that they are implementing steps to prevent this in the future and they do not expect this situation to arise again. Mrs. McManus moved to adjourn at 8:30 P.M. Seconded by Mr. Gallo.

Respectfully submitted,

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JOHN ESPOSITO, Chairman

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CONSTANCE McMANUS

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BERNARD GALLO



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

## REPORT

February 3, 1987

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

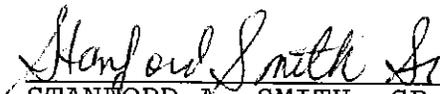
Re: Capital Line Item (Improvement at Hatters  
Community Park)

The Common Council Committee met on January 14, 1987 in Room 432 of City Hall to review a capital line item (improvement at Hatter's Community Park) transfer of funds. In attendance were Council Members Smith, Sollose and Esposito. Also attending were Robert Ryerson, Director of Parks and Recreation and Richard Murray of the Parks Department.

Councilman Sollose asked where the \$17,000 came from. Mr. Ryerson explained that this money is revenue that was generated from Hatters Community Park Banquet Room and Bowling Alley rentals. Attached is a list of completed projects and future improvements for this year.

A motion was made by Councilman Sollose that the \$17,000 be appropriated to the capital line item improvement at Hatters Community Park. Motion was seconded by John Esposito and carried unanimously.

Respectfully submitted,

  
STANFORD A. SMITH, SR.  
Chairman

  
DONALD SOLLOSE

  
JOHN ESPOSITO



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

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

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

January 15, 1987

TO: Councilman Stanford Smith and Committee Members

FROM: Robert G. Ryerson *RGR*

RE: Hatters Park Revenue Request

Per your request, I have listed below the completed projects and future priorities for Hatters Park. The requested revenue money will be used to do as many of the projects as possible. Continued requests will follow to complete the projects.

Completed Projects

- Entrance Sign
- Renovated 5-room residence
- Refurbished banquet room & kitchen
- Painted exterior buildings
- Erected tot playground
- Constructed horseshoe pits
- Purchased: barbecue grill  
for pavilion
- park benches
- picnic tables
- fencing
- Repaired roof to sections of  
the building
- New burner for furnace

Future Improvements

- Restrooms at pavilion
- Additional roof repairs
- Panel banquet room
- Paint exterior buildings
- Pave walkway to pavilion
- Pave parking lot
- New doors to building
- Repave parking lot

RGR:tw



38

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

## REPORT

February 3, 1987

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

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Respectfully submitted,

---

STANFORD A. SMITH, SR.  
Chairman

---

DONALD SOLLOSE

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JOHN ESPOSITO



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

DEPARTMENT OF PARKS & RECREATION  
HATTERS COMMUNITY PARK  
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## Completed Projects

Entrance Sign  
Renovated 5-room residence  
Refurbished banquet room & kitchen  
Painted exterior buildings  
Erected tot playground  
Constructed horseshoe pits  
Purchased: barbecue grill  
                  for pavilion  
                  park benches  
                  picnic tables  
                  fencing  
Repaired roof to sections of  
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New burner for furnace

## Future Improvements

Restrooms at pavilion  
Additional roof repairs  
Panel banquet room  
Paint exterior buildings  
Pave walkway to pavilion  
Pave parking lot  
New doors to building  
Repave parking lot

RGR:tw



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

## REPORT

February 3, 1987

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

Re: Affordable Housing Demonstration Project

The committee appointed to consider the petition for an Affordable Housing Demonstration Project (Agenda Item 015 of the January 6, 1987 Common Council meeting) met on January 20, 1987 at 7:30 P.M. in Room 432 in City Hall. Present at the meeting were committee members Cassano, Torian and Farah. Also present were Comptroller Dominic Setaro, Planning Director Len Sedney, Assistant Corporation Counsel Les Pinter, Assistant Director for Housing Paul Schierloh, Mayoral Aide Philip Capozzi and Chamber of Commerce President Clarice Osiecki.

Mr. Schierloh presented the two petition requests:

1. Designation of land on Garamella Boulevard for the Project and transfer of land to the Non-Profit Development Corporation of Danbury (NPDCD).
2. Approval to use unexpended funds set aside for payment to The Home Ownership Group.

Mr. Schierloh gave a brief history. In February, 1985, Danbury and the NPDCD started planning for projects involving both renovation of existing housing and construction of new housing. In April, 1986, the Common Council approved the choice of The Home Ownership Group as consultants at a cost of \$55,000. This contract has been terminated after expenditures of \$22,000 (\$33,000 unexpended funding). The first NPDCD proposal for new housing (75 units on Hospital Avenue) has been withdrawn. The next goal is a small demonstration project, to which the petition is addressed. Mr. Schierloh presented a Program Summary (copy attached) of this Demonstration Project.

In answer to Mr. Farah's question regarding deed restrictions, Mr. Pinter stated that the deed will include wording that will index the sales price of any unit to the original sales price, not to the market value. This effectively determines the future sales price of a unit and prevents speculation and windfall profits. The restrictions will be carried with the deed to any new owners. There also would be a clause giving NPDCD the right of first refusal if a unit goes on sale.

Mr. Pinter stated that if the Common Council grants the petition, Council responsibility from this point on would be minor. A lengthy discussion on Council responsibility followed. General agreement was reached that project decisions are, and should be, administrative, not legislative. The Council will continue to be responsible for approval of any necessary additional funding. The Council also will be responsible for approval of the project's water and sewer extension requests.

Mr. Sedney reviewed a preliminary site plan for the project. The site is bounded by Garamella Boulevard, East Franklin Street and Padanaram Brook. Two adjoining portions of land are privately owned. The entire parcel would be re-zoned CL-CBD. The preliminary plan showed 20 2-bedroom (1000 square feet) units with 54 parking spaces (including garage space). Access would be to/from East Franklin Street (no Garamella Boulevard access). Sewer and water is available on East Franklin Street. The project will require the following approvals:

1. Zoning Commission (re-zoning)
2. Planning Commission (site plan)
3. Common Council (sewer and water extensions)

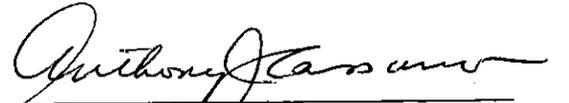
Mrs. Osiecki spoke in favor of the project. The Chamber of Commerce supports it.

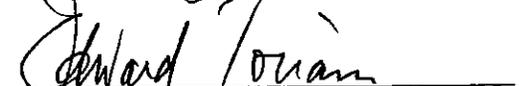
Mr. Farah believes that other uses for the land are possible and perhaps more desirable. He thinks that this type of information should have been presented to the Common Council prior to submission of the present petition. Further, Mr. Farah believes that providing housing is not a high-priority responsibility of government. Mrs. Osiecki mentioned that this project does not represent government subsidized housing. (However, the land is donated by the City).

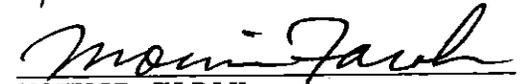
Mr. Farah moved to recommend to the Common Council that the city-owned property between East Franklin Street, Garamella Boulevard and Padanaram Brook (as designated by the Planning Department and the Associate Director for Housing) be transferred to the Non-Profit Development Corporation of Danbury so that it may be used for the construction of affordable housing, and that \$33,000 be re-appropriated for this said purpose upon certification by the City Comptroller. Mr. Torian seconded the motion and there was unanimous approval.

The meeting was adjourned at 9:05 P.M.

Respectfully submitted,

  
ANTHONY J. CASSANO, Chairman

  
EDWARD TORIAN

  
MOUNIR FARAH

COMMON COUNCIL COMMITTEE MEETING  
JAN. 20, 1987

ATTACHMENT  
TO  
REPORT

AFFORDABLE HOUSING DEMONSTRATION PROJECT

PROGRAM SUMMARY

- PARTICIPATING ENTITIES:** City of Danbury  
The Non-Profit Development Corporation of Danbury,  
Incorporated (NPDCD)
- PROJECT SIZE:** Approximately 20 units, depending on site conditions.
- PROPOSED SITE:** 2+ Acres off Garamella Boulevard and E. Franklin  
Street *Contributed by city to NPDCD*
- PROJECT DENSITY:** 10 units/acre (20 UNITS TOTAL)
- UNIT TYPE:** Townhouse Style, Condominium Ownership  
Two Bedroom units of approximately 1000 sq. ft. each.  
One Bedroom units of approximately 760 sq. ft. each.
- UNIT PRICE:** Target price of \$80,000, depending on site conditions.  
Market Value Estimated To Be \$120,000.  
Speculation will be controlled by deed restrictions  
which allow a reasonable appreciation to the owner  
but prevent windfall profits.
- QUALIFICATION REQUIREMENTS:** Applicants must be first time homebuyers of moderate  
income. All units must be occupied by the owner. *(\$40K household)*  
Units are intended for Danbury residents. Applicants  
must obtain a private mortgage commitment.
- INCOME LIMITS:** Units will be available to persons with annual  
incomes not exceeding income limits established  
by the City of Danbury. Income limits in the  
neighborhood of \$40,000 are projected, depending  
on final unit costs.
- PROGRAM STRUCTURE:** Ownership of the site will be transferred to The  
Non-Profit Development Corporation, which will  
serve as the developer for this project. Staff  
assistance will be provided by the Health and Housing  
Department. The use of City land and the elimination  
of developer profit motive will allow the units  
to be constructed at well below market rates.  
Construction will be financed by conventional construction  
financing from a local lending institution. A  
building contractor will be engaged to build the units  
according to plans and specifications developed by  
NPDCD and the Health and housing Department. Units  
will be sold to first time City homebuyers meeting  
moderate income limits established by the City  
of Danbury. The Health and Housing Department  
will manage the application and qualification process.

Ownership of the units will be transferred to the homebuyer subject to deed restrictions which are intended to prevent speculation and allow the units to remain affordable to moderate income residents.

**APPROVAL PROCESS:**

This project must obtain Planning Commission approval and is subject to all existing City regulations and requirements. In addition, the Common Council can impose additional restrictions and conditions in connection with the use of City land. A zone change will be required from IL-40 to CL-CBD.

**CONSTRUCTION:**

Architectural plans and specifications will be developed to quality standards equal to or exceeding privately built condominiums. Building standards and costs will be equal to private sector efforts. Savings come from decreased land costs, use of affordable financing and elimination of profit mark-up-not compromises on building quality. Units will be built on a turnkey basis by a private construction firm, supervised by NPDCD and the Health and Housing Department.

**TARGET DATE:**

It is hoped that the approval process can be completed and construction started in the summer of 1987.

*(Probably optimistic  
Nov. more reasonable)*



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

REPORT

February 3, 1987

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

Re: Hazardous Curve on Mountainville Road

The committee appointed to consider the petition to review the hazardous curve on Mountainville Road (Agenda Item 031 of the December, 1986 meeting) met on January 20, 1987 at 9:10 P.M. in Room 432 in City Hall. Present were committee members Cassano, and Farah. Mrs. Butera was not able to attend. Also present were Comptroller Dominic Setaro, Director of Public Works Basil Friscia, City Engineer Jack Schweitzer and Council Member Gene Eriquez.

The committee reviewed the petition and the positive recommendation of the Planning Commission (letter of December 29, 1986). In response to a question regarding the availability of possible funding, Mr. Setaro stated that the contingency account is depleted and the general fund surplus must be used to cover expected costs resulting from labor contract negotiations and capital expenses. He recommended that any expenditures be put off until fiscal year 87-88 if possible.

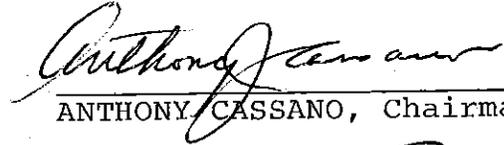
The committee reviewed the history of the petition, as given by Mr. Eriquez. Ms. Ferreira petitioned the Common Council for road repair in 1985. The preliminary cost estimate at that time was \$50,000 to smooth the curve and widen the approach. This amount was included in the Mayor's proposed fiscal year 86-87 budget as a capital expense but was removed from the budget because of additional information received from area residents and other pressing needs for the funding. Ms. Ferreira resubmitted her petition to the Common Council at the December, 1986 meeting.

Mr. Schweitzer thinks that the \$50,000 estimate should be increased somewhat by inflation (to approximately \$55,000).

Mr. Farah moved that the committee recommend to the Common Council that serious consideration be given to appropriating funds for the improvement of Mountainville Road near the Nature Center (hazardous curve) in the City fiscal year 87-88 budget. Mr. Cassano seconded the motion and there was unanimous approval.

The meeting was adjourned at 9:40 P.M.

Respectfully submitted,

  
ANTHONY CASSANO, Chairman

  
MOUNIR FARAH

  
JANET BUTERA



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

## REPORT

February 3, 1987

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

Re: Sunset Review Committee

The Sunset Review Committee met on January 12, 1987 at City Hall. Attending were Councilmen Peter Philip and Stephen Flanagan, together with public members Carole Torcaso and Joe Noonan.

This year the commission will review the Stanley L. Richter Park Authority and the Personnel Appeals Board. The committee agreed to send a letter to each commission requesting that they send the committee a report to demonstrate their public need. This report is due to the committee by March 2, 1987.

The committee also recommended to set up a procedure to add new commissions to the review process. Another recommendation was that a requirement that the commission being reviewed report on their list of members, number of meetings in the past twelve months and the number of members attending these meetings. These two subjects will be discussed with the Corporation Counsel at the next scheduled meeting.

The meeting adjourned at 8:25 P.M.

Respectfully submitted,

PETER PHILIP  
Chairman



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

## REPORT

February 3, 1987

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

Re: Noise and Hearing Damage

The committee appointed to review Noise and Hearing Damage met on January 20, 1987 at 7:30 P.M. in the Council Chambers. (This meeting had been rescheduled from January 13, 1987 when neither Mr. Boynton nor Mr. Cassano could attend.) In attendance were committee members Hadley, Boynton and Cassano.

The committee discussed the pros and cons of continuing the work of drafting a Noise Control Ordinance and decided to move ahead with the project.

Attorney Pinter's comments and revisions of the proposed ordinance on noise control were presented as was Attorney Pinter's response to Mr. Cassano's questions with regard to the State statutes regarding noise control. In essence, state law is not in conflict with the proposal nor does it duplicate it.

After the session it was decided to hold another work session for the Council committee early in February and to involve the consultants at a later meeting in February if a date could be arranged.

Mr. Boynton moved that the meeting be adjourned at 7:55 P.M..

Respectfully submitted,

PHILIP N. HADLEY, Chairman

ANTHONY CASSANO

ERNEST BOYNTON



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

## REPORT

February 3, 1987

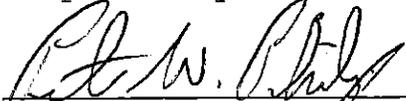
Honorable Mayor James E. Dyer  
Honorable Members of the Common Council

Re: Request for Teen Center

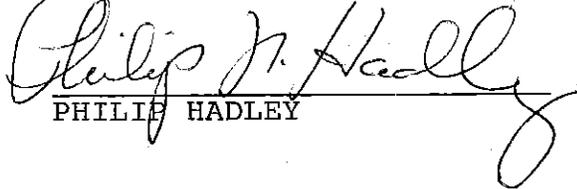
The Common Council Committee appointed to review the request of Jill Sperrazza for the City of Danbury to develop a Teen Center met at 8:15 P.M. on January 20, 1987 at City Hall. Attending were Committee Members Sollose, Hadley and Philip.

The committee recommended that the request be forwarded to the Youth Commission. The Youth Commission should meet with Miss Sperazza to discuss her idea and see if they can initiate a suitable program. We ask that the Youth Commission report back to the committee by March 23, 1987 so that we may prepare our final recommendation.

Respectfully submitted,

  
PETER PHILIP, Chairman

  
DONALD SOLLOSE

  
PHILIP HADLEY



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

## REPORT

February 3, 1987

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

Re: Jackson/Hanson Site Lease

The committee to review a request for the authorization of a lease of the Jackson-Hanson site met at 7:30 P.M. on January 14, 1987. In attendance were committee members DaSilva, and Charles. Mr. Smith had another meeting at the same time. Also in attendance was Planning Director Len Sedney.

Mr. Sedney explained the request. The request is for 20-25 parking spaces to help alleviate the parking problem during the construction of the Redevelopment Project. This would be at the site of the old Jackson-Hanson Building which burned over a year ago.

Mr. Sedney stated that the Parking Authority was asked to take over the property but they refused, citing that it would be unprofitable. He further stated that the agreement would only be guaranteed until the end of June, 1987. After this time, a month to month tenancy would prevail. It would be expected that a date later than June 30 is probable. He also estimated that a cost of \$5,000 would be a likely figure to prepare the lot and improve the look of the site along Main Street with small trees and landscaping. A cost of \$337. per month rent is stipulated in the agreement. This amount covers the taxes paid by the owners of the property.

Mr. Charles moved to appropriate \$9,000 to cover cost of renovation and monthly rent through December, 1987. Mr. DaSilva seconded the motion. Motion passed unanimously. Any money not expended will be returned to the general fund. Meeting adjourned at 8:05 P.M.

Stanford Smith  
STANFORD SMITH

Respectfully submitted,  
Joseph DaSilva  
JOSEPH DaSILVA, Chairman  
Louis Charles  
LOUIS CHARLES

044 ✓



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

DEPARTMENT  
OF FINANCE

February 2, 1987

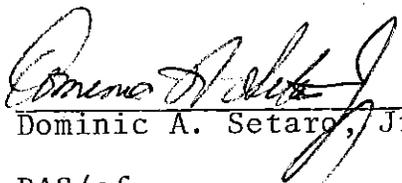
TO: Common Council via Mayor James E. Dyer Certification #26

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

We hereby certify the availability of \$6,685.00 to be transferred from the General Fund fund balance account to the Planning Department's budget, Contributions Grants Account #02-01-180-072800, for the Parking Authority.

Please note that this certification is for less than the \$9,000.00 recommended by the Common Council subcommittee because the \$6,685.00 represents the actual amount needed through June 30, 1987.

Balance of G.F. Fund Balance	\$2,855,351.10
Less pending request	950.00
Less this request	6,685.00
Balance	<u>\$2,847,716.10</u>

  
 \_\_\_\_\_  
 Dominic A. Setaro, Jr.  
 DAS/af



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

## REPORT

February 3, 1987

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

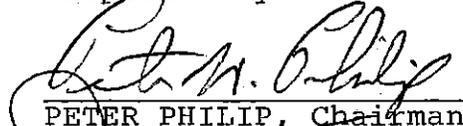
Re: Offer to purchase land at 36 Driftway Road

The Common Council Committee appointed to review the request of Morey Real Estate Company for the City of Danbury to purchase the house and property at 36 Driftway Road met at 7:00 P.M. on January 20, 1987 at City Hall. Attending were Committee Members Torian and Philip.

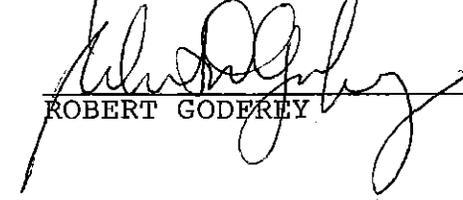
The proposal was reviewed and discussed. The property consists of 5.45 acres with a five bedroom house which is 58 years old. The property is for sale for \$555,000. The committee reviewed a report from the Planning Commission who met on December 31st and voted a negative recommendation on the request to the City to buy the property. Based on the number of parcels of property that the City currently owns, and the negative recommendation of the Planning Commission, the committee voted unanimously that the petitioner's request be denied.

The meeting adjourned at 7:20 P.M.

Respectfully submitted,

  
PETER PHILIP, Chairman

  
EDWARD TORIAN

  
ROBERT GODFREY



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

## REPORT

February 3, 1987

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

Re: Revocable License to Thomas A. Settle, Inc.  
for elevator at Old Library

The Common Council Committee appointed to review the revocable license to Thomas A. Settle, Inc. met on January 20, 1987 at 7:30 P.M. at City Hall. Attending were Council Members John DeMille, Stephen Flanagan and Peter Philip.

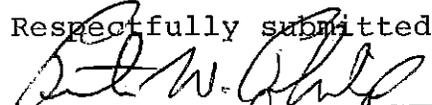
The City of Danbury has an existing revocable license with Thomas A. Settle to use a passway between the old Danbury Library and the building in which the Settle Agency is located. The addition of a new elevator changes the amount of land available for the passway, necessitating that a new revocable license be prepared and agreed to by the City and Thomas A. Settle Agency.

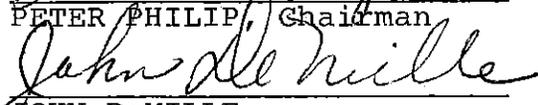
The committee reviewed the new license. It requires the Settle Agency to insure the passway for \$1,000,000 for any accidents. It also stops usage of the passway for 3-6 months during the construction of the elevator.

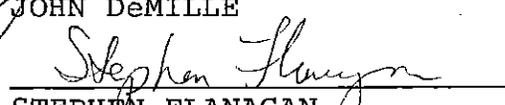
Stephen Flanagan motioned that the new revocable license be approved as written. All voted favorably. The committee also recommended that if the Thomas A. Settle Agency does not accept the license, the City must take additional steps to protect its interests.

Meeting adjourned at 8:10 P.M.

Respectfully submitted,

  
PETER PHILIP, Chairman

  
JOHN DeMILLE

  
STEPHEN FLANAGAN



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

## PROGRESS REPORT

February 3, 1987

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

Re: Request of IMS Group to lease Tarrywile Park

The Common Council committee appointed to review the proposal by Stephen Daum for a long-term lease for an annual fair at Tarrywile Park met on January 21, 1987 at 7:30 P.M. in City Hall. In attendance were committee members Hadley, Cassano and DeMille. Also in attendance were Councilman John Esposito, Director of Parks and Recreation Robert Ryerson, Comptroller Dominic Setaro and the petitioner, Stephen Daum and two associates. together with several interested taxpayers.

After the group introduced itself and the purpose of the meeting was explained, the meeting was turned over to Mr. Daum who, with the aid of maps posted on the wall, explained his desire to lease 60 acres of Tarrywile Park for a ten day annual fair that would include agricultural exhibits, rides, cultural events including music, photography and art. Also included would be food and games, but no race track and nothing "offensive". The proposal has no on-site parking. Busing from various locations would be used.

Mr. Daum answered questions posed by the group on various topics including utilities, roads, electrical fixtures (Rizzo Electrical has the fixtures, etc. from the Danbury Fair and would be a principal in the venture if approved), and the need for more ecological information.

A letter was read from Councilman Stephen Flanagan opposing the proposed use of the land; he stated that the land was purchased for passive recreation, that a zone change is inappropriate, that the financial plan is not well elaborated and that the requirement that no similar event be held on the property was flawed.

Further discussion followed which generally pointed out the need for more information that Mr. Daum said he would supply if there was a possibility of the acceptance of the proposal. He also stated that none of his ideas were etched in stone and that he would try to meet the requirements.

477

After Mr. Ryerson explained the recommendation of the Task Force that the land be used for passive recreation, Mr. DeMille made a motion that no action be taken until Mr. Daum has a meeting with the Comptroller for a preliminary determination of the soundness of his offer and a meeting with Mr. Ryerson concerning the suitability of the proposal for Tarrywile Park. Seconded by Mr. Cassano and passed unanimously.

Mr. Setaro mentioned the enormous amount of time involved for a financial review and was assumed that a preliminary review was what was intended by the motion.

Meeting adjourned at 8:10 P.M.

Respectfully submitted,

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PHILIP HADLEY, Chairman

---

ANTHONY CASSANO

---

JOHN DeMILLE

0480 ✓



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

DEPARTMENT  
OF FINANCE

February 2, 1987

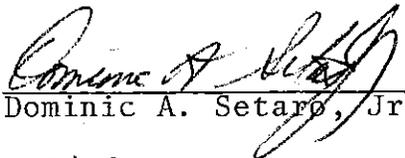
TO: Common Council via  
Mayor James E. Dyer

Certification #27

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

We hereby certify the availability of \$9,000.00 to be transferred from the General Fund fund balance account to a new capital account entitled Land Acquisition.

Balance of G.F. Fund Balance	\$2,855,351.10
Less pending requests	7,635.00
Less this request	9,000.00
	<u>\$2,838,716.10</u>

  
\_\_\_\_\_  
Dominic A. Setaro, Jr.

DAS/af



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

## REPORT

February 3, 1987

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

Re: State Land at the corner of Virginia Avenue  
Ext. and Forest Avenue

The Common Council Committee appointed to review the request concerning state land at the corner of Virginia Avenue Ext. and Forest Avenue met on January 27, 1987 at 7:30 P.M. in the Fourth Floor Lobby in City Hall. In attendance were Council Members Esposito, Butera and Flanagan. Also in attendance was Basil Friscia, Director of Public Works.

Since the City of Danbury had initially indicated its disinterest, the State Department of Transportation offered the parcel to the abutting property owners. An acceptable bid of \$9,000 was submitted. However, in the event the City agrees to pay the State the aforementioned sum of \$9,000, they will reject the bid and process for the release of the parcel to the City of Danbury. A letter from John Schweitzer, City Engineer stated that it is in the City's best interest to obtain this property for needed future sight line and future intersection improvement purposes. Basil Friscia spoke in favor of the purchase.

A motion was made by Councilman Flanagan that the City purchase the property for the sum of \$9,000. Seconded by Council Member Butera. Motion carried unanimously.

Meeting adjourned at 8:00 P.M.

Respectfully submitted,

JOHN J. ESPOSITO, Chairman

JANET BUTERA

STEPHEN FLANAGAN



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

## REPORT

February 3, 1987

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

Re: Ward Reapportionment Committee

The ad hoc committee appointed to review Ward Reapportionment for the City of Danbury met on January 30, 1986, May 28, 1986 and January 28, 1987. In attendance were Committee Members Torian, McManus, Torcaso and Councilman John Esposito who replaced former Councilwoman Torcaso as the third member of the committee.

In response to an inquiry from Councilman Godfrey pertaining to Ward Reapportionment for the City of Danbury, the committee reviewed maps and population data and excerpts from the 1980 census for the City of Danbury. The data under review showed the characteristics of population and housing units by city blocks. The 1980 census tract data showed Danbury's population totaling 60,270 people. Using the above information as a basis for our calculations, the committee was able to compile a detailed breakdown of the population of the City of Danbury into the seven (7) city wards - our figure totaling 59,959 - just short of the official city count by 321 people.

### WARD COMPOSITION BY POPULATION

<u>WARD</u>	<u>POPULATION</u>	<u>PERCENTAGE DEVIATION</u>
1	9,356	9.25
2	8,241	-3.77
3	8,866	3.53
4	8,623	.69
5	8,561	-.04
6	7,274	-15.06
7	9,028	5.42

TOTAL 59,949

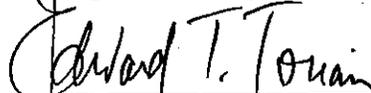
WARD NORM 8,564 (1/7th of Total Population)

As the figure seems to indicate, the city population

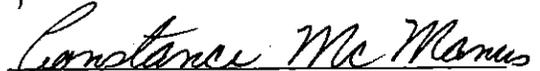
by wards did not differ that drastically in 1980. Since Ward Reapportionment has substantial significance in any municipality and particularly in Danbury, one of the fastest growing cities in this region, it is extremely important that the population be based on the most accurate information available. This fact is evident to the committee members and is also the view that is expressed by cognizant officials in the city administration (see letters attached).

Councilwoman McManus motioned that since the seven (7) wards seem to be divided fairly evenly, and given the areas of significant growth in the City of Danbury and the extreme difficulty involved in ascertaining the exact information that is necessary for accurate calculations involving ward reapportionment, that the committee recommend delaying ward reapportionment until the 1990 census data is available. Seconded by Councilman ~~Torian~~. The vote was unanimous. ESPOSITO

Respectfully submitted,



EDWARD T. TORIAN, Chairman



CONSTANCE MCMANUS



JOHN ESPOSITO



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

LEONARD G. SEDNEY  
Planning Director

PLANNING DEPARTMENT  
797-4525

TO: Councilman Edward Torian, Chairman,  
Reapportionment Committee

FROM: Leonard G. Sedney, Planning Director

RE: Reapportionment

DATE: January 26, 1987

---

Ward reapportionment is dependent on accurate population information. The only information that is available is the 1980 Federal Census. The Federal Census was collected in April 1980, and therefore, reapportionment would be based on information that is almost seven (7) years old.

We are all aware of the growth Danbury has experienced in the last seven (7) years. Reapportionment based on outdated information, considering Danbury's growth rate, would be senseless. Since there is no other source of information, my recommendation is that reapportionment be postponed until information is available from the 1990 census.

  
\_\_\_\_\_  
Leonard G. Sedney



# CITY OF DANBURY

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

HEALTH AND HOUSING DEPARTMENT  
20 WEST STREET

(203) 797-4625

January 23, 1987

Mr. Edward Torian, Chairman  
Ward Reapportionment Committee  
Danbury Common Council  
155 Deer Hill Avenue  
Danbury, CT 06810

Dear Councilman Torian:

This is in response to your inquiry concerning population data used in connection with department activities.

Unfortunately, the only data that is broken down by Census Tracts and Blocks is 1980 Census Data. Obviously, this data is out of date and does not reflect population changes since then. Until 1990 Census Data is available, you would have to use 1980 data as a reference base and somehow extrapolate changes since then - a process that involves a lot of guesswork. The State Department of Health Services makes population estimates used in connection with the determination of various per capita grants, but, to the best of my knowledge, this data is not broken down any further.

I'm sorry that I could not be more helpful to the Committee.

Sincerely yours,

Paul Schierloh

Associate Director for Housing

PS:jg



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

## REPORT

February 3, 1987

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

Re: Police Alarm Equipment

The Common Council Committee appointed to review the Police Alarm Equipment and Service met on July 9, 1986 and again on January 12, 1987. In attendance at one or both of those meetings were committee members Torian and Farah. Police Chief Nelson Macedo, Lt. Arthur Sullo, Sgt. James Hulton and representatives from National Guardian Alarm Services and Guardain Systems, Inc.

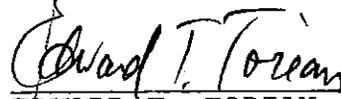
Chief Macedo briefed the committee on the nature of his request. The Police Department is presently experiencing mechanical and service problems with the alarm system at Police Headquarters. The Police Department has experienced over 5,000 false alarms annually with the present alarm company, Guardian Systems, Inc. Most of the false alarms are due to faulty equipment and inadequate maintenance. The present alarm company charges a fee for every alarm that is connected with the City of Danbury. Guardian Systems, Inc. is not under any contract with the City. Chief Macedo worked with the Purchasing Department and received bids from two (2) companies and he has selected National Guardian Alarm Services to replace Guardian Systems, Inc. The City of Danbury will enter into a contract with National Guardian Alarm Services whereby National Guardian will assume the responsibility for purchasing and installing all of the necessary Varitech equipment with no charge to the City of Danbury.

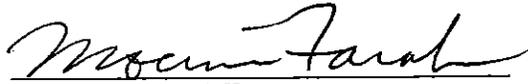
Further, National Guardian will install and maintain additional Varitech equipment at National Guardians central station in Norwalk, Connecticut for the purpose of satellite monitoring of alarm signals within the City of Danbury. The monitoring equipment would be housed in a console which will be purchased by the Danbury Police Department with a \$10,000

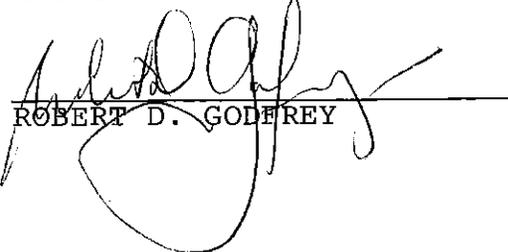
gift from the National Guardian Alarm Services for this purpose. There will be absolutely no cost to the City of Danbury for this alarm system. There will, however, be a \$108. annual charge to other alarm companies who are tied into the console. The contract will cover a seven (7) year period 1987-1994. Attorney L. Pinter from the Corporation Counsel's Office reviewed the draft of the contract and was satisfied that the interests of the City are protected and the documents are in proper legal form.

Councilman Farah motioned that the committee recommend approval of the police alarm contract with National Guardian and the acceptance of the \$10,000 gift from National Guardian to be used for the purchase of the communication console by the Danbury Police Department. Seconded by Councilman Torian. The vote was unanimous.

Respectfully submitted,

  
 EDWARD T. TORIAN, Chairman

  
 MOUNIR FARAH

  
 ROBERT D. GODFREY



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



DEPARTMENT OF POLICE  
120 MAIN STREET

JAMES E. DYER, MAYOR

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

October 27, 1986

MEMO

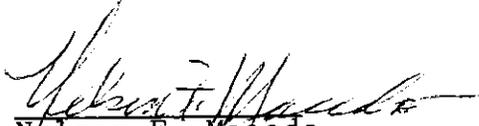
To: Councilman Ed Torian  
From: Chief Nelson F. Macedo  
Subject: NATIONAL GUARDIAN SECURITY SERVICES

Enclosed please find the contract submitted by National Guardian Security Services for the monitoring of alarms for this agency.

I have carefully reviewed the enclosed contract and feel it is in the best interest of the City of Danbury and this department to accept it.

In the interest of public safety, I urge expediency in the acceptance of this contract.

I thank you and the members of your committee for your assistance in this matter.

  
Nelson F. Macedo  
Chief of Police

NFM:ks

enc.

cc: Eric Gottschalk

851

REPORT

February 3, 1987

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

Re: Lee Farm (Wooster Heights) Sewer and Water Extension

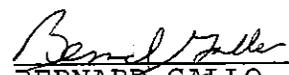
In attendance were Council Members Gallo, Zotos, Flanagan. Also attending Jack Schweitzer and Bill Buckley.

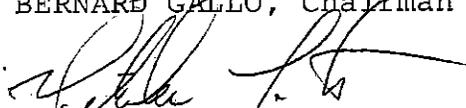
The Sewer & Water Extension committee of the Common Council has met and reviewed the above petition with the City Engineer and has also reviewed a recommendation for approval from the Planning Commission.

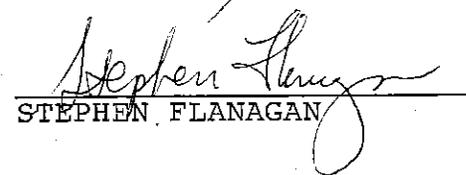
It is the recommendation of this committee that the petition be granted with the following conditions and restrictions:

1. The petitioner shall bear all costs relative to the installation of said sewer and water.
2. The petitioner shall submit as-built drawings of this extension, prepared by a licensed Connecticut Land Surveyor, for approval by the City Engineer.
3. Detailed Engineering Plans and Specifications are to be approved by the City Engineer and the Superintendent of Public Utilities prior to the start of construction.
4. If required, a Warranty Deed in a form satisfactory to the Corporation Counsel shall be executed by the petitioner conveying to the City of Danbury, all right, title, interest and privileges required hereunder, and said Deed shall be held in escrow for recording upon completion of installation.
5. That upon completion of installation, title to said sewer and water line within City Streets, and any necessary documents be granted to the City in a form which is acceptable to the City Engineer and Corporation Counsel.
6. The petitioner shall convey ownership of and easements to all or such portions of the sewer and water lines as the City Engineer's Office determines are of potential benefit to other landowners in the City.  
  
Should another, other than the petitioner hold title to any land involved in the approval, then consent prior to any installation or hook-up shall be furnished in a form satisfactory to the City Engineer and Corporation Counsel.
7. No Certificate of Occupancy shall be issued until the above requested forms, documents, plans, etc. are received and the City owns the extended sewer and water lines.
8. This approval shall expire eighteen (18) months following the date of Common Council Approval.

Respectfully submitted,

  
BERNARD GALLO, Chairman

  
NICHOLAS ZOTOS

  
STEPHEN FLANAGAN

REPORT

February 3, 1987

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

Re: Danbury Suburban Residential Corporation  
Request for Sewer Extension

Members Present: Gallo and Zotos. Also attending Jack Schweitzer and Bill Buckley.

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

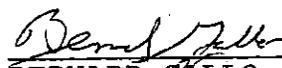
It is the recommendation of this committee that the petition be granted with the following conditions and restrictions:

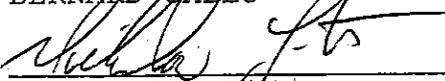
1. The petitioner shall bear all costs relative to the installation of said sewer.
2. The petitioner shall submit as-built drawings of this extension, prepared by a licensed Connecticut Land Surveyor, for approval by the City Engineer.
3. Detailed Engineering Plans and Specifications are to be approved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

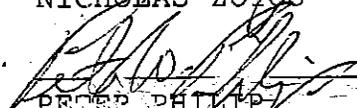
Should another, other than the petitioner hold title to any land involved in the approval, then consent prior to any installation or hook-up shall be furnished in a form satisfactory to the City Engineer and Corporation Counsel.

7. No Certificate of Occupancy shall be issued until the above requested forms, documents, plans, etc. are received and the City owns the extended sewer lines.
8. This approval shall expire eighteen (18) months following the date of Common Council action.

Respectfully submitted,

  
BERNARD GALLO

  
NICHOLAS ZOTOS

  
PETER PHILIP



# RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

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

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, pursuant to Chapters 113 and 300a of the Connecticut General Statutes, the Commissioner of Human Resources is authorized to extend financial assistance to municipalities and human development agencies; and

WHEREAS, the Common Council of the City of Danbury, on November 6, 1986, approved the filing of a Grant Action Request with the State of Connecticut Department of Human Resources in the amount of \$25,119.00 for the purpose of providing a Counselling Services Program; and

WHEREAS, the City of Danbury, pursuant to receipt of said funding, shall provide a local grant-in-aid where applicable under law; and

WHEREAS, the Department of Human Resources is willing to increase said funding from \$25,119.00 to \$26,141.00 and upon application by the City of Danbury;

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

The filing of an application by the City of Danbury in an amount not to exceed \$26,141.00 is hereby approved, and that the Mayor of the City of Danbury, The Honorable James E. Dyer, is hereby authorized and directed to execute and file such application with the Commissioner of Human Resources, to provide such additional information necessary in order to execute a Grant Action Request with the State of Connecticut for state financial assistance, to execute any amendments, recisions, and revisions thereto, and to act as the authorized representative of the City of Danbury.



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

## REPORT

February 3, 1987

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

Re: Request for Sewer and Water Extension  
52 Main Street

The ad hoc committee appointed to review the request for sewer and water at Connecticut Health Care Associates, Inc., 52 Main Street, met on January 21, 1987. In attendance were Committee Members Torian and Cassano, City Engineer Jack Schweitzer and Superintendent of Public Utilities, William Buckley.

Attorney Ward Mazzucco representing Connecticut Health Care Associates, Inc. noted in his letter that the property would be used for a nursing home with congregate housing, totalling 90 units. Both Jack Schweitzer and William Buckley saw no problem in this petition, the property is located in downtown Danbury with existing sewer and water lines in the area and the Planning Commission has approved the request. Councilman Cassano motioned for approval of this petition subject to the eight (8) steps relating to sewer and water extension listed below. Seconded by Councilman Torian. The vote was unanimous.

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

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

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

4. If required, a Warranty Deed in a form satisfactory to the Corporation Counsel shall be executed by the petitioner conveying to the City of Danbury, all right, title, interest and privileges required hereunder, and said Deed shall

be held in escrow for recording upon completion of installation.

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

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

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

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

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

Respectfully submitted,

  
EDWARD T. TORIAN, Chairman

  
ANTHONY CASSANO

  
BERNARD GALLO



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

PLANNING COMMISSION

(3) 797-4525

August 25, 1986

Ward J. Mazzucco, Esq.  
57 North Street Suite 416  
Danbury, Connecticut

Re: Special Exception Application  
Connecticut Health Care Associates of Danbury, Inc.

Dear Mr. Mazzucco:

The Planning Commission of the City of Danbury on August 20, 1986 approved the Application of Connecticut Health Care Associates of Danbury, Inc. for a Special Exception to Permit a Nursing Home with Congregate Housing at 52 Main Street, having found that the criteria contained in Section 3.0.9 of the zoning regulations have been met, i.e. (a) The proposed use will have no detrimental effect on present and future dwellings in the vicinity (There are several other multi-family developments in the area); (b) The proposed architecture site plan and landscaping are in harmony with the character of the neighborhood (An adequate buffer to adjacent properties will be provided, the proposed architecture will be compatible with building currently located on Main Street); (c) No conditions will be created which adversely affect traffic, safety or the normal movement of traffic (Adequate sight distance is available on Main Street to provide for the safe ingress and egress of vehicles. An emergency access onto Grand Street has been provided for the safety of the residents on the property); (d) No conditions will be created which harm the natural environment so as to jeopardize the public health or safety (Municipal water and sewer will be provided. Controls have been provided to retain all storm drainage on site. No adverse conditions have been created that would harm the natural environment).

The approval of the Special Exception is subject to the following conditions:  
1) The buffer consisting of Canadian Hemlocks and an eight (8) foot high wood fence shall be continued from the Cleary Property along the Danbury Realty Co. property to the congregate housing facility. 2) The driveway in front of the passenger drop-off area must measure twenty (20) feet wide. 3) The breakaway chain shall be located approximately ninety (90) feet from the edge of Grand Street, as was shown on the previously approved plan.

8/25/86  
Ward J. Mazzucco, Esq.  
CT Health Care Associates

The Site Plan for Connecticut Health Care Associates of Danbury, Inc. was approved with the following conditions: 1) The buffer consisting of Canadian Hemlocks and an eight (8) foot high wood fence shall be continued from the Cleary property along the Danbury Realty Company property to the congregate housing facility. 2) The driveway in front of the passenger drop-off area must measure twenty (20) feet wide. 3) The breakaway chain shall be located approximately ninety (90) feet from the edge of Grand Street, as was shown on the previously approved plan.

The effective date of the Special Exception shall be the date on which the enclosed Certified Copy of Grant of Special Exception is filed on the Land Records of the City of Danbury.

Sincerely yours,

*Judith K. Cronan*  
Secretary to the Planning Commission  
City of Danbury

Enc.

via certified mail

Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for service(s) requested.	
1. <input checked="" type="checkbox"/> Show to whom, date and address of delivery. 2. <input type="checkbox"/> Restricted Delivery.	3. Article Addressed to: Ward J. Mazzucco, Esq. 57 North Street Suite 416 Danbury, CT 06810
4. Type of Service: <input type="checkbox"/> Registered <input type="checkbox"/> Insured <input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD <input checked="" type="checkbox"/> Express Mail	Article Number P 160 359 029
Always obtain signature of addressee or agent and DATE DELIVERED.	
5. Signature - Addressee <input checked="" type="checkbox"/> <i>[Signature]</i>	6. Signature - Agent <input checked="" type="checkbox"/>
7. Date of Delivery <i>8-28-86</i>	
8. Addressee's Address (ONLY if requested and fee paid)	



055

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

DEPARTMENT  
OF FINANCE

February 3, 1987

TO: Common Council via  
Mayor James E. Dyer

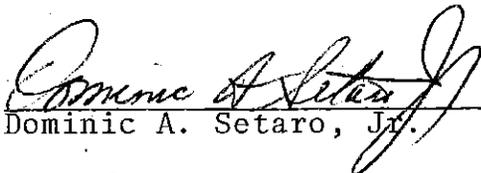
FROM: Dominic A. Setaro, Jr.  
Acting Director of Finance - Comptroller

RE: Waiver of Bid - Welfare Department File Cabinets

Attached you will find a copy of a letter from Warren Platz, Purchasing Agent, indicating that if we were to bid the file cabinets for the Welfare Department, it would take approximately 7 to 10 weeks. If we were to seek formal written quotes, we would be able probably to reduce the delivery time to 5 to 6 weeks.

It is my feeling that we should waive the bid for these particular file cabinets, since the Welfare Department will not be able to move completely without all of these cabinets. As you know, we are not able to move the present filing system.

I would also note that we may wind up awarding this bid based on the delivery date if the price of the cabinets is very close.

  
Dominic A. Setaro, Jr.

DAS/af  
Enc.

c: Warren Platz, Purchasing Agent



55

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

WARREN W. PLATZ  
PURCHASING AGENT

(203) 797-4571

February 2, 1987

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

From: Warren W. Platz, Purchasing Agent *WPP*

Re: Office Furnishings for the Welfare Department

The various office furnishings including desk and file cabinets for the Welfare Department come to approximately \$14,000.00. Since this amount is in excess of \$2,500.00, we must go out to sealed bid.

This equipment will take approximately 7 to 10 weeks to be delivered if we have to go out to bid. If we take formal quotes, we will be able to reduce delivery time to approximately 5 to 6 weeks.

WPP/bmm



656

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

PLEASE REPLY TO:

DANBURY, CT 06810

THEODORE H. GOLDSTEIN  
CORPORATION COUNSEL  
ERIC L. GOTTSCHALK  
LASZLO L. PINTER  
SANDRA V. LEHENY  
LAWRENCE M. RIEFBERG  
ASSISTANT CORPORATION  
COUNSEL

February 3, 1987

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

Re: Danbury Sewage Treatment Plant

Dear Mayor and Council Members:

As you know, the City of Danbury is obliged by order of the Connecticut Department of Environmental Protection to update its facilities plan for renovation of the Danbury Sewage Treatment Plant. Accordingly, I have been asked by the Danbury Department of Public Works to request that a committee be appointed to review a proposed appropriation of funds, in an amount not to exceed \$92,000.00, from the Danbury Sewer Fund. Please make this referral at your early convenience.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Eric L. Gottschalk".

Eric L. Gottschalk  
Assistant Corporation Counsel

ELG:cr

Phil

To: The Mayor of Danbury

Subject: Winter Road Maintenance of the Snug Harbor  
Community by the Town of Danbury

For the Agenda of the Town Meeting, Tuesday, February 3,  
1987.

From: The Board of Directors, Snug Harbor Association,  
dated, January 30, 1987.

The Head of the Snug Harbor Association Grounds Committee,  
Al Surprenant, was recently in touch with Mr. Peter Phillips  
regarding an alternative to our communitie's current winter  
snow removal. The possibility of the Town of Danbury  
picking up responsibility was discussed. Our neighboring  
communitie's roads are provided with small truck removal  
by the Town already, and the job is done well and efficiently.  
These communities are; Aqua Vista and Candlewood Vista.

Considering the difficulty of hills, narrow roadways and  
sharp turns, Snug Harbor is similar to these with the major  
exception being a better overall road condition, such as,  
well paved and maintained roadways and gutters. However,  
proper snow removal throughout Snug Harbor is essential to  
the winter health and safety of the community.

Examples of problems experienced and anticipated without  
proper snow removal are as follows:

1. Slowed response time of Fire, Police, and Ambulance  
services to the Lakefront homeowners in particular,  
due to slippery hills.
  
2. Inability of some residents to reach their places of  
employment, or the elderly to reach medical assistance  
if required, or to leave their properties at all if  
plowing and sanding has not been sufficient.

- 3. The increased possibility of accidents due to narrow and incomplete plowing, decreasing visibility around corners and dangerous icy hills.

The Association proposes that the Town provide the snow removal services, using small plow and sand trucks appropriate for our roads in a similar fashion to that of our neighboring communities. This would be most convenient to our residents in order to insure their health and safety during snow storms severe as those in the past weeks.

Mr. Al Surprenant will be present at the meeting on Tuesday to further support and explain our position. We look forward to your consideration and assistance in these most important matters.

Sincerely,



Andy Baron  
 President  
 Snug Harbor Association



Al Surprenant  
 Vice President  
 Snug Harbor Association