

COMMON COUNCIL MEETING AGENDA

MARCH 3, 1987

Meeting to be called to order at 8:00 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

18 Present 3 Absent

NOTICES & ANNOUNCEMENTS BY MAYOR DYER

CONSENT CALENDAR

The Consent Calendar was

MINUTES

Minutes of the Common Council Meeting held on February 3, 1987.

The Minutes were

01 ✓  
CLAIMS

Elizabeth L. Dodson, Mr. Canyo, Joseph A. Braun, Anthony Pironti, Carol J. Rice, Fernando Costanzo.

The Claims were

02 ✓  
RESOLUTION

Condemnation Proceedings at Commerce Park

The Resolution was

03 ✓  
RESOLUTION

Authorization to Apply for a \$50,000 grant for the Old Library Cultural Center

The Resolution was

04 ✓  
RESOLUTION

Revocation of License to Thomas A. Settle, Inc.

The Resolution was

05 ✓  
RESOLUTION

Health Education/Risk Reduction Program

The Resolution was

06 ✓  
RESOLUTION

Youth Services Bureau Operation

The Resolution was

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07 ✓  
COMMUNICATION

Resignation of Harold Garafolo from the Zoning Board

The Communication was

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08 ✓  
COMMUNICATION

Appointment to fill vacancy on Zoning Board

The Communication was

-----

09 ✓  
COMMUNICATION

Petition Requesting Water for Regen Road

The Communication was

-----

010 ✓  
COMMUNICATION

Municipal Infrastructure Trust Fund

The Communication was

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011 ✓  
COMMUNICATION

Boughton Street Lease

The Communication was

-----

012 ✓  
COMMUNICATION

Request for water extension - 97 and 99 Hospital Avenue

The Communication was

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013 ✓  
COMMUNICATION

Request for sewer extension - 20 Virginia Avenue

The Communication was

-----

014 ✓  
COMMUNICATION

Request for water and sewer extensions - 20 Old Ridgebury Road

The Communication was

-----

015 ✓  
COMMUNICATION

Request for water and sewer extensions - Tamarack Avenue

The Communication was

-----

016 ✓  
COMMUNICATION

Request for water extension - Breezy Hill Road

The Communication was

-----

017 ✓  
COMMUNICATION

Combining of Engine 23 and Engine 7

The Communication was

-----

018 ✓  
COMMUNICATION

Donation to the Danbury Senior Center from Candlewood Valley  
Corvettes

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019 ✓  
COMMUNICATION

Dancon Corporation - "Final Subdivision Briar Ridge Estates  
Section F"

The Communication was

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020 ✓  
COMMUNICATION

Conditions on Morgan Road

The Communication was

-----

021 ✓  
COMMUNICATION  
AND  
CERTIFICATION

Request for Funds from the Zoning Commission

The Communication was

-----

022 ✓  
COMMUNICATION  
AND  
CERTIFICATION

Request for Funds from Zoning Board of Appeals

The Communication was

-----

023 ✓  
COMMUNICATION

Drainage Problem on Brushy Hill Road

The Communication was

-----

024 ✓  
COMMUNICATION

Offer to sell land at corner of Main and Rose Streets to the City

The Communication was

-----

025 ✓  
COMMUNICATION

Request for Ordinance requiring Special Procedures for Disposal of Garbage on Post Office Street

The Communication was

-----

026 ✓  
COMMUNICATION

William Craft - Request for Motor Vehicle Tax Rebate

The Communication was

-----

027 ✓  
COMMUNICATION

Request to purchase land on Princeton Lane

The Communication was

-----

028 ✓  
COMMUNICATION

Offer to the City to purchase land at 85 Osborne Street

The Communication was

-----

029 ✓  
COMMUNICATION

Updating of Ordinances pertaining to Public Works

The Communication was

-----

030 ✓  
COMMUNICATION

Request from the Welfare Department for Personnel

The Communication was

-----

031 ✓  
COMMUNICATION  
AND  
CERTIFICATION

Request for Funds for Voter Canvass by Mail

The Communication was

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032 ✓  
COMMUNICATION

Request to rename one of the two Cornell Roads in the City  
The Communication was  
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033 ✓  
COMMUNICATION

Report on Maintaining Snug Harbor Road  
The Communication was  
-----

034 ✓  
COMMUNICATION  
AND  
CERTIFICATION

Settlement of the Police Union Contract with the City  
The Communication was  
-----

035 ✓

DEPARTMENT REPORTS

Public Works	Airport Administrator
Sanitarian/Public Health Inspector	Police Department
Coordinator of Environmental and Occupational Health Services	Housing Code Enforcement Inspector
High Blood Pressure Screening Program	Fire Chief
	Fire Marshall

The Reports were  
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036 ✓  
REPORT AND  
CERTIFICATION

Request for Funds for Taxiway and Fencing at Airport  
The Report was  
-----

037 ✓  
REPORT AND  
CERTIFICATION

Fire Department Equipment  
The Report was  
-----

038 ✓  
REPORT

7 Brushy Hill Road  
The Report was  
-----

039 ✓  
REPORT

Offer to Sell land on Hayestown and East Hayestown Roads to the City  
The Report was  
-----

040 ✓  
REPORT

Safe Rides Program  
The Report was  
-----

041 ✓  
REPORT

Maplecrest Development/Aunt Hack Ridge Estates  
The Report was  
-----

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042 ✓  
REPORT

Novo Laboratories, Inc.

The Report was

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043 ✓  
REPORT

Renovation of the Danbury Sewage Treatment Plant

The Report was

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044 ✓  
REPORT

Amendment to Danbury Administrative Code 13A-36 and 13-40

The Report was

---

045 ✓  
REPORT

Proposed Amendment to Section 3A-42 of the Code of Ordinances

The Report was

---

46 ✓  
REPORT

Request for Funding for the Spanish Learning Center

The Report was

---

047 ✓  
REPORT

Capital Development Fund

The Report was

---

048 ✓  
REPORT

Request for Additional Grave Sites for Veterans

The Report was

---

049 ✓  
REPORT

Acceptance of Contemporary Drive

The Report was

---

050 ✓  
PROGRESS REPORT

Request for Sewer and Water Extensions - Payne Road Development Corporation

The Report was

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051 ✓  
PROGRESS REPORT

Request for Sewer and Water Extensions - Candlewood Harbor Club

The Report was

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052 ✓  
PROGRESS REPORT

Noise and Hearing Damage

The Report was

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053 ✓  
PROGRESS REPORT

Request for Sewer Extension - 7 Pocono Lane and 2 Claremont Terrace

The Report was

COMMON COUNCIL MEETING AGENDA

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054  
PROGRESS  
REPORT

Request for Sewer Extension - 20 Boulevard Drive

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.

Elizabeth L. Dodson  
1 Anchor Street  
Danbury, CT 06811-4911

February 17, 1987

FEB 20, 1987

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

I, Elizabeth L. Dodson, do hereby file claim for injury sustained on Saturday, January 24, 1987 at 4:05 P.M., in the Municipal Parking Lot - National Place.

I am presently home recuperating from a broken ankle sustained in the incident, I am also suffering from lost wages from full and partime employment, this incident has caused the cancellation of a spring vacation for my husband and myself as at this time I am not sure as to my ability to travel overseas in early April.

Enclosed are copies of: Danbury Police Department Incident Report INCIDENT# 87-02388, Statements from Danbury Orthopedic (2) and Danbury Radiological Assoc., that are available at this time.

ELIZABETH L. DODSON

*Elizabeth L. Dodson*

DATE OF INCIDENT: 11/24/87 TIME OF INCIDENT: 1605

REPORT SUBMITTED: 11/24/87

TYPE OF INCIDENT: FALL ON ICE

LOCATION OF INCIDENT: FALL ON ICE

STREET NAME: MUNICIPAL PARKWAY LOT - NATIONAL PLACE

INCIDENT CODE: RYAKCKI

INVESTIGATING OFFICER: RYAKCKI

BUCKET NO: 376

APT. NO./LOCATION:

STATUS: V

LAST NAME: DODSON

FIRST NAME: ELIZABETH

M.I.: W

SEX: F

RACE: W

AGE: 32

DATE OF BIRTH: 10/25/54

HT: 5'4"

WEIGHT: 125

TELEPHONE: 29 CRESTVIEW AVE, BROOKFIELD, CT

ADDRESS: 1 RACHE ST, DANBURY, CT

VEH. REG. / OR OTHER LIC. # OR SS:

STATUS: W

LAST NAME: TYRELL

FIRST NAME: SUSAN

M.I.: F

SEX: F

RACE: W

AGE: 10

DATE OF BIRTH: 12/54

HT: 5'4"

WEIGHT: 75

TELEPHONE: 29 CRESTVIEW AVE, BROOKFIELD, CT

ADDRESS: 1 RACHE ST, DANBURY, CT

VEH. REG. / OR OTHER LIC. # OR SS:

ARRESTS

ARREST 1

CHARGE 1

STATUTE

CLASS

CHARGE 2

STATUTE

CLASS

CHARGE 3

STATUTE

CLASS

CODE	QTY.	YEAR	ITEM	(REMANUFACTURED)	VEHICLE REGISTRATION	COLOR	CHARACTERISTICS/CONDITIONS - SERIAL OR VIN	EST. VALUE	LOCATION OF PROPERTY
A = ABANDONED									
E = EVIDENCE									
F = FOUND									
L = LOST									
O = OTHER									
N = RECOVERED									
S = STOLEN									
T = TOWED									
V = VEHICLE									

WHILE WALKING THROUGH THE MUNICIPAL LOT, MRS DODSON SLIPPED AND FELL ON ICE SURFACE, FALL RESULTED IN MRS DODSON SUSTAINING AN INJURY TO LEFT ANKLE. MRS. DODSON WAS TRANSPORTED TO THE DANBURY HOSPITAL EMERGENCY ROOM BY FD ASSISTANCE. PARKING LOT WAS SANDED, HOWEVER THERE WERE IMPROVISED PARKING SPACES DUE TO THE COLD WEATHER.

REPORT MADE BY: [Signature]

FIELD SUPERVISOR: [Signature]

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DESTINATION FOR USE BY SHIFT COMMAND (ONLY)

PROSECUTOR

DETECTIVE BUREAU

YOUTH BUREAU

BOARD OF HEALTH

DOMESTIC RELATIONS

SOCIAL SERVICE

JUV. COURT

ORDERS

OTHER

FOLLOW UP ACTIONS BY

INVESTIGATOR

JUVENILE OFFICER

UNIFORM

PAGE 1 OF 1



DOODSON, ELIZABETH  
 1 ANCHOR STREET DANBURY CT 05811  
 LEG-C 3/26/41 9713 SC-0 L-MOS

743-1481

REF. NO. 44529  
 DATE 2/05/87  
 TIME 11:00A10  
 PER BAL 875.00  
 ACT BAL 875.00

180 COMMERCIAL

DANBURY ORTHOPEDIC ASSOCIATES, P.C.  
 ORTHOPEDIC SURGERY  
 (203) 787-1500 (APPTS.) • (203) 743-3505 (INSUR. BILLS)  
 EMP. ID #06-0861044

MICHAEL J. CRAIG M.D. 190

**P L C M S**

**PLACE OF SERVICE**

22 WHITE ST., DANBURY, CT.  DANBURY HOSPITAL-IN PATIENT  
 473 SANDPIT ROAD, DANBURY, CT.  DANBURY HOSPITAL-EMERGENCY ROOM

WORKERS COMP and LIABILITY (Circle Correct Box)				PATIENT DISABILITY STATUS			
1.) Did condition result from motor vehicle accident. If yes, date of accident	YES	NO	5.) Date symptoms first appeared _____	WORK	_____	GYM	_____
2.) Did condition result from employment	YES	NO	6.) Date first treatment _____	Complete	_____	Partial	_____
3.) Has patient had similar condition in past. Describe _____	YES	NO	7.) Have you returned to usual occupation. Est. Date of return _____	ONSET	MONTH _____ DAY _____ YEAR _____	EST END	MONTH _____ DAY _____ YEAR _____
4.) Is condition solely of this accident.	YES	NO	8.) Any permanency <input type="checkbox"/> Too early to state _____ %	ACT END	MONTH _____ DAY _____ YEAR _____	ACT END	MONTH _____ DAY _____ YEAR _____
			9.) Was patient house confined	YES	NO		

PHYSICIANS SERVICES			DIAGNOSTIC CODES									
PROCEDURE	CPT CODE	AMOUNT	DESCRIPTION	✓	CODE	DESCRIPTION	✓	CODE	DESCRIPTION	✓	CK	
<input type="checkbox"/> EVALUATION BRIEF	90000		<b>CERVICAL SPINE</b>		.06	<b>FOREARM</b>		.03	Tibial Torsion		73	
<input type="checkbox"/> INTERMEDIATE	90015		Fx Cerv. Spine		805.0	Colles Fx, Distal Radius		813.41	Fx Tibia Fibula Shaft		82	
<input type="checkbox"/> EXTENSIVE	90017		Cerv. Spondylosis		721.0	Sprain Wrist		842.00	Fx Tibia, Alone		82	
<input type="checkbox"/> COMPREHENSIVE	90020		Degen. Cervical Disc		722.4	Fx Navicular		814.01	Sprain/Strain Ankle		84	
<input type="checkbox"/> 2ND OPINION	90020		<b>DORSAL L4-S5 SPINE</b>		.06	Fx Metacarpal		818.00	Tear Achilles Tendon		84	
<b>PROCEDURE</b>			Strain, Sprain, Lumbar		847.2	Fx Phalanges, Mid Prox		818.01	Fx Med. Malleolus		85	
<input type="checkbox"/> SMALL INTER MAJOR INJECTION JOINT/BURSAE	20600 20605 20810		Fx Thoracic Vertebra		805.2	Tenosynovitis Hand/Wrist		727.05	Fx Bimalleolar		86	
<input type="checkbox"/> RE-EVALUATION BRIEF	90040		Thoracic Spondylosis		721.2	De Quervain's Dis		727.04	Fx Metatarsal		82	
<input type="checkbox"/> INTERMEDIATE	90060	11	Spinal Stenosis		724.02	Palmar Fibromatosis		728.6	Fx Phalanges		82	
<input type="checkbox"/> EXTENSIVE	90070		Herniated Disc/Radiculitis		722.10	<b>PELVIS, HIP, FEMUR</b>		.05	Plantar Fasciitis		72	
<input type="checkbox"/> COMPREHENSIVE	90080		Degen Intervertebral Disc		722.8	Sprain/Strain Hip/Ankle		835.00	Bunion		72	
<input type="checkbox"/> SUPPLIES	99070		Spondylosis		738.4	Dislocation Hip		835.00	Melancholia		72	
<b>RADIOLOGY</b>	<input type="checkbox"/> RIGHT <input checked="" type="checkbox"/> LEFT		<b>UPPER EXTREMITY &amp; SHOULDER</b>		.01	Dislocation Hip		715.15	Talipes Planovalgus		75	
ANKLE (3V)	73610	169.00	Sprain A-C Joint		840.0	Fx Acetabulum		808.0	Hammer/Claw Toes		71	
			Sprain Shoulder		840.9	Fx Pelvis		808.0	Morton's Neuroma		71	
			Fx Clavicle		810.00	Fx Neck Femur		820.8	Arthritis, Degenerative		71	
			Fx Humerus Shaft		812.20	Fx Intertrochanteric Femur		820.21	Arthritis, Pyogenic		71	
			Fx Humerus Distal		812.40	Fx Distal Femur		820.01	Arthritis, Neurotrauma		71	
			Fx Scapula		811.00	Fx Lower End, Unspec		821.30	Arthritis, Septic		71	
			Dislocation Shoulder		831.00	Arthritis, Degenerative		728.00	Arthritis, Neurotrauma		71	
			Dislocation A-C Joint		831.04	<b>KNEE, LOWER LEG</b>		.09	Arthritis, Neurotrauma		71	
			Bursitis		728.10	Contusion		924.11	Arthritis, Neurotrauma		71	
			Tendonitis, Shoulder		726.10	Sprain/Strain, Knee, Leg		844.9	Arthralgia		71	
			Adhesive Capsulitis		726.0	Sprain Med Coll. Ligament		844.1	Aseptic, Necrosis, Unspec		71	
			Impingement Syndrome		726.10	Sprain Lat Coll. Ligament		844.0	Contusions, Multiple		71	
			Osteoarthritis Shoulder		715.01	Sprain Cruciate Ligament		844.2	Exostosis		71	
			Rupture, Rotator Cuff		727.61	Dislocation, Patella, Recurrent		718.30	Fibromyositis		71	
			Instability		718.81	Dislocation, Patella, Acute		836.3	Duodenitis		71	
			Subluxation		831.00	Internal Derangement, Acute		836.2	Osteomyelitis		71	
						Internal Derangement, Old		717.7	Osteoporosis		71	
<b>CASTS</b>	<input checked="" type="checkbox"/> OFF <input checked="" type="checkbox"/> FIBER-GLASS <input type="checkbox"/> PLASTER		<b>ELBOW</b>		.02	Old Disruption A-C Lig		717.83	Status Post Arthrodesis		71	
SLC	29425	90.00	Sprain, Strain, Elbow		841.9	Old Disruption Med Coll Lig		717.82	Status Post Joint Replac		71	
			Dislocation		832.00	Chondromatosa Patella		717.70	Follow Up Treat Fx		71	
			Fx Olecranon		813.01	Loose Body Knee		717.60	Neoplasm, Primary Metastatic, Unspec		71	
			Fx Radial Head		813.05	Osteoarthritis Knee		715.16	Multiple Injuries		71	
			Olecranon Bursitis		728.33	Bursitis Knee		726.60				
			Tennis Elbow		726.32	Tendonitis Knee		726.64				
TOTAL AMOUNT DUE			159.00									

PHYSICIAN SIGNATURE \_\_\_\_\_ DX1 \_\_\_\_\_ DX2 \_\_\_\_\_

IRS 06-0865643

ACCOUNT NO. 06-00966715  
 PATIENT ELIZABETH DOODSON

DANBURY RADIOLOGICAL ASSOC.  
 16 HOSPITAL AVE., SUITE 402  
 DANBURY CT 06810  
 PHONE 203/744-0421

DATE	EXAM CODE	DESCRIPTION	DX CODE	AMOUNT
1-24-87	1	CHEST TWO VIEWS	V72.5	27.00
1-24-87	1	TIBIA AND FIBULA	V72.5	27.00
1-24-87	1	ANKLE	V72.5	27.00
1-24-87	1	FOOT	V72.5	27.00
1-26-87	1	ANKLE	V72.5	27.00
RESERVING PHYSICIAN				BALANCE DUE
CRAIG, MICHAEL MD	1-24-87	1-31-87	2-05-87	203/743-1481
DATE ADMITTED				PATIENT PHONE NO.
DATE DISCHARGED				INJURY DATE
STATEMENT DATE				DATE OF BIRTH
PLACE OF SERVICE				INDUSTRY
1. INPATIENT SERVICE				2. OUTPATIENT SERVICE
3. DOCTOR'S OFFICE				4. EMERGENCY ROOM
EMPLOYER				PREMIER
INSURABLE NO.				SECONDARY
INSURANCE NO.				READING RADIOLOGISTS
DANBURY HOSPITAL				3-26-41
INTERPRETATION ONLY				
DANBURY				
DANBURY HOSPITAL CHARGE.				
PLEASE SUBMIT THIS BILL TO YOUR				
INSURANCE COMPANY. RESPONSIBILITY TO				
PAY THIS BILL IS YOURS				
CT				

RETURN THIS PORTION WITH PAYMENT

ACCOUNT NO. 06-00966715  
 DATE 2-05-87

MAKE CHECK PAYABLE TO:

DANBURY RADIOLOGICAL ASSOC.  
 16 HOSPITAL AVE., SUITE 402  
 DANBURY CT 06810

PLEASE NOTE:  
 THE DOCTOR'S X-RAY BILL IS SEPARATE  
 FROM YOUR HOSPITAL X-RAY BILL. SEE  
 REVERSE SIDE FOR EXPLANATION.  
 RETAIN THE LEFT PORTION OF THIS  
 STATEMENT FOR YOUR TAX RECORDS.

911 10  
 KENNETH DOODSON  
 1 ANCHOR ST  
 DANBURY CT 06811



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

LEONARD G. SEDNEY  
Planning Director

PLANNING DEPARTMENT  
797-4525

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

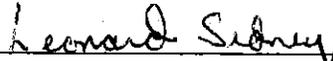
FROM: Leonard G. Sedney, Planning Director

RE: Resolution - Commerce Park Rail Crossing

DATE: February 25, 1987

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Attached for your consideration is a resolution to expedite the condemnation proceedings at Commerce Park.

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

WHEREAS, the Common Council has allocated funds for the construction of a Commerce Park Crossing; and

WHEREAS, this project will oblige the City of Danbury to acquire interest in and to real property as hereinafter set forth; and

WHEREAS, eminent domain proceedings will be necessary if the City of Danbury cannot agree with the several owners hereinafter named upon the amount, if any, to be paid for the respective interests of each to be taken in, and to, the real property as hereinafter set forth;

NOW, THEREFORE, BE IT RESOLVED that the Corporation Counsel of the City of Danbury is hereby authorized to acquire the property interests as hereinafter set forth either by negotiation or by eminent domain through the institution of suits against the following named property owners, their successors and assigns and their respective mortgage holders, if any, the affected properties being indicated by Tax Assessor's lot numbers.

I. Partial Property Acquisitions

1. L 09028 - Eagle Road - Stony Hill Corporation
2. L 09026 - 53 Federal Road - Albert J. Jowdy
3. L 09023 - 57 Federal Road - Federal Welding Service, Inc.



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

LEONARD G. SEDNEY  
Planning Director

PLANNING DEPARTMENT  
797-4525

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

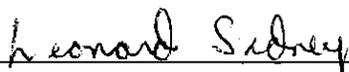
FROM: Leonard G. Sedney, Planning Director

RE: Grant - Elevator/Stair Tower -- Old Library

DATE: February 25, 1987

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Attached for your consideration is a resolution requesting the authorization to apply for a \$50,000.00 grant for the Old Library Cultural Center addition.

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



# RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

March 3, \_\_\_\_\_ A. D., 19 87

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Connecticut Historical Commission has made available grant funds to be used as matching grants-in-aid for the restoration of historic properties owned by non-profit organizations and municipalities; and

WHEREAS, the City wishes to construct an elevator/stair tower addition to the existing Old Library in order to facilitate handicapped access;

NOW, THEREFORE, BE IT RESOLVED that Mayor James E. Dyer is authorized to make application for funds from the Connecticut Historical Commission and to execute a funding agreement, enter into contracts for project work, sign preservation restrictions, and disburse funds, or designate appropriate persons to do so.

Thomas A. Settle, Inc.

I N S U R A N C E

248 MAIN STREET - PO BOX 1180 - DANBURY, CONNECTICUT

203 - 743-2741

4

GINO J. ARCONTI  
President

March 18, 1987

City of Danbury  
155 Main Street  
Danbury, CT 06810

To: Office of the City Clerk

Please be advised that Thomas A. Settle, Inc. accepts the conditions set forth in granting a revocable license for access to a portion of its property for parking purposes.

Enclosed please find a copy of our Certificate of Insurance as requested. Copies of this letter and certificate have also been sent to the Office of the Assistant Corporation Counsel.

Thanking you,

Sincerely,







# RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

March 3 \_\_\_\_\_ A. D., 1987

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the petitioner, Thomas A. Settle, Inc., desires access to property owned by it and located at 248 Main Street, Danbury, Connecticut; and

WHEREAS, the City of Danbury granted a revocable license to the petitioner for said purposes; and

WHEREAS, the renovation of the Old Danbury Library will require the revocation of said license and the substitution of a modified license in its place;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF DANBURY THAT the aforesaid license granted to Thomas A. Settle, Inc. and dated March 2, 1983 be and hereby is revoked; and

BE IT FURTHER RESOLVED THAT Mayor James E. Dyer be and hereby is authorized to execute the attached modified revocable license on behalf of the City of Danbury and take any and all further actions necessary to carry out the purposes hereof.



# RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

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

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the State of Connecticut Department of Health Services through the Preventative Health and Health Services Block Grant has made grant funds available to full-time local health departments to be used for health education/risk reduction; and

WHEREAS, the City of Danbury through the Danbury Health and Housing Department has formulated a Health Education/Risk Reduction Program for Danbury area residents; and

WHEREAS, a grant award of up to \$8,877.00 has been processed by the Danbury Health and Housing Department; and

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

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

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



# RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

March 3, \_\_\_\_\_ A. D., 1987

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, grant funds in an amount not to exceed Seventy Thousand (\$70,000.00) Dollars are available from the State of Connecticut Department of Children and Youth Services for 1987-1988 Youth Services Bureau Operations; and

WHEREAS, the continuation of the Youth Services Bureau for a tenth year is deemed to be in the best interests of the City of Danbury;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF DANBURY THAT the actions of James E. Dyer, as Mayor of the City of Danbury, in applying for said funds be and hereby are ratified and that Mayor James E. Dyer be and hereby is authorized and directed to contract with the State of Connecticut Department of Children and Youth Services for a state cost sharing grant not to exceed \$70,000.00 for a Youth Services Bureau for the fiscal period commencing July 1, 1987.

BE IT FURTHER RESOLVED THAT the Mayor is authorized to execute any and all related documents, applications or other pertinent instruments pursuant to this program.

7

5 Housman Street  
Danbury, CT 06810

February 5, 1987

James E. Dyer, Mayor  
155 Deer Hill Avenue  
4th Floor  
Danbury, CT 06810

Dear Mayor Dyer:

It is with regret that I write you with regard to my position on the Zoning Board of Danbury. I have enjoyed three terms as a member of the Zoning Board, serving with a great sense of pride and privilege in working for the best interests of the people of Danbury.

I must now inform you that, due to overriding personal reasons, I can no longer serve on the Zoning Board, and hereby resign, effective immediately.

Hopefully, in the future, the opportunity will arise whereby I can again become involved.

Sincerely,



Harold Carofalo

cc: Ernest Boynton



# REPUBLICAN TOWN COMMITTEE

P.O. Box 116  
Danbury, Connecticut 06813



GARY A. KURPIEWSKI  
*Chairman*

PAUL NICKOLLOFF  
*Treasurer*

February 22, 1987

Mrs. Connie McManus, Chairperson  
Danbury Common Council  
11 East Gate Road  
Danbury, Connecticut 06811

Dear Mrs. McManus:

In accordance with the wishes of the Danbury Republican Town Committee, I would like to inform you that our committee has chosen Susan Thompson, Lovie Bourne, and Vincent Scialabba as candidates for the Zoning Board vacancy created by the resignation of Harold Garofalo.

Our feeling is that Susan Thompson has the most experience for the position due to her service as Alternate. I hope you and the Council will give consideration to the other two candidates to take Susan Thompson's place as Alternate.

Very truly yours,

  
Gary A. Kurpiewski  
Chairman

cc: City Clerk  
Susan Thompson  
Lovie Bourne  
Vincent Scialabba

Regen Rd. Residents for  
City Water  
26 Regen Rd.  
Danbury, Ct. 06811  
December 8, 1986

Common Council  
City of Danbury  
Danbury, Ct. 06810

Dear Council President,

We, the residents of Regen Rd., Danbury Ct., hereby petition the City of Danbury to provide city water services to our houses. We understand an assessment will be incurred, a city water tax assessed and each owner will have to provide the cost of tapping into the main water line. The water situation on Regen Rd. is extremely poor. The wells on our street are dug very deep and the supply of water is minimal. We quite often run out of water and are limited to the number of showers, laundries and other water uses. It is becoming increasingly imperative that city water be extended up our road. A water line has recently been installed on Stadley Rough Rd. which can be tapped into for Regen Rd.

We request your prompt consideration of this petition and are appreciative of it.

Residents of Regen Rd.



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

DEPARTMENT  
OF FINANCE

March 2, 1987

TO: Common Council via Certification #34  
 Mayor James E. Dyer

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

RE: Ives Street and Post Office Street Revitalization

Attached you will find a copy of a resolution that has to be approved by the Common Council and passed on to the State of Connecticut in order for us to qualify for infrastructure funds to complete the revitalization of Ives Street and Post Office Street.

In the City of Danbury's 1986-87 budget we have appropriated \$30,000.00 for the Ives Street/Post Office Street revitalization which was to be used for our match in this grant. Since that time we have expended \$11,324.09 for preliminary engineering work on the project leaving us a balance of \$18,675.91 in the capital budget.

As you can see from the attached resolution, the City of Danbury's match for the grant is \$67,646.40. Therefore, we will be short in the amount of \$48,970.49. Once again, in order to start this project we will need an additional appropriation in the amount of \$48,970.49.

Keep in mind that the total cost of this project will be approximately \$598,000.00 which will be funded partially by Community Development Block Grant funds, City of Danbury funds - \$67,646.40, and State of Connecticut infrastructure funds - \$383,329.60.

We would also like to note that the projected starting date for this project is April 1, 1987. We are required under the grant

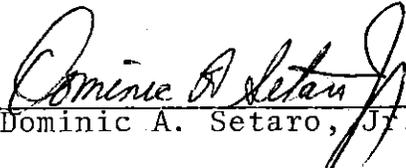
Common Council via  
Mayor James E. Dyer  
March 2, 1987  
Page 2

Certification #34

to have this project completed within 180 days of the start-up date.

We hereby certify as to the availability of \$48,970.49 in the General Fund fund balance to be transferred to the capital budget line item 02-11-000-870006, Ives and Post Office Street area improvements.

Balance of G.F. Fund Balance	\$2,839,666.10
Less pending requests	390,173.00
Less this request	48,970.49
Balance	<u>\$2,400,522.61</u>

  
Dominic A. Setaro, Jr.

DAS/af  
Attachment

# Municipal Infrastructure Trust Fund Certification

## RESOLUTION

BE IT RESOLVED BY Common Council - OF City of Danbury  
(Legislative Body) (Public Entity)

THAT James E. Dyer, Mayor  
(Name of Incumbent) (Official Position)

is hereby authorized to execute for and in behalf of City of Danbury, a public entity established under the laws of the State of Connecticut, this application and to file it with the Office of Policy and Management for the purpose of obtaining financial assistance under the Municipal Infrastructure Act.

THAT (1) the project listed below for which grant assistance is requested is an infrastructure project; (2) the project was authorized by the Town/City of Danbury on March 3, 1987. The project is:

(Name of Infrastructure Project)	(State grant requested)
<u>Ives Street and Post Office Street Revitalization</u> (Location a Description of Project)	
<u>City of Danbury</u> <u>Ives St. &amp; Post Office St.</u> <u>Danbury, CT 06810</u>	<u>Roadway reconstruction, etc.</u>

THAT the proceeds from the state grant are not to be used as the match for another state grant or loan;

THAT the Town/City of Danbury is appropriating, from the town's/city's own funds, a percentage of the total costs of the project which is equal to or more than the town's/city's matching percentage in the amount of \$67,646.40; and the local match is not from federal or state grant proceeds.

THAT each grantee will be required to maintain detailed accounting record of the project listed above and ensure that clear and concise audit trails are maintained at all times. It is not necessary that a separate bank account be maintained for each project but if the grant is pooled with other funds for investment purposes, investment earnings, including pro rata distribution computations, be maintained as part of the accounting procedures.

Passed and approved this 3rd day of March, 1987.

### CERTIFICATION

I, \_\_\_\_\_, duly appointed and Town/City Clerk of \_\_\_\_\_, do hereby certify that the above is a true and correct copy of a resolution passed and approved by the \_\_\_\_\_ of \_\_\_\_\_  
(Legislative Body) (Public Entity)

(2621D)

Signed (Town/City Clerk) \_\_\_\_\_



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



DEPARTMENT OF POLICE  
120 MAIN STREET

JAMES E. DYER, MAYOR

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

February 25, 1987

MEMO

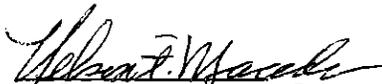
To: Betty Crudginton, City Clerk  
From: Chief Nelson F. Macedo  
Subject: LEASE - BOUGHTON STREET

Enclosed please find a copy of the lease for the Feinson property, 13 Boughton Street, which was approved by the Common Council on January 3, 1985.

The property on Boughton Street is used as additional parking for Police Department personnel.

The present lease expires on June 30, 1987, and I am requesting that the Common Council approve renewal of the lease between the City of Danbury and A.M.D. Realty Corporation.

Thank you for your anticipated assistance in this matter.

  
Nelson F. Macedo  
Chief of Police

NFM:ks

enc.

THIS LEASE, dated this \_\_\_\_\_ of \_\_\_\_\_, 1985, by and between  
 AMD REALTY CORPORATION, a Connecticut corporation with its place of  
 business at 136 Main Street, Danbury, Connecticut (hereinafter called  
 "LESSOR"), and CITY OF DANBURY, a municipal corporation organized and  
 existing under the laws of the State of Connecticut, acting herein by  
 James E. Dyer, its Mayor, hereunto duly authorized (hereinafter called  
 "LESSEE");

W I T N E S S E T H:

WHEREAS, the Lessor is the owner of certain premises located in  
 the City of Danbury, County of Fairfield and State of Connecticut, and  
 is desirous of renting it; and

WHEREAS, the Lessee is desirous of hiring said premises upon the  
 terms and conditions hereinafter set forth;

NOW, THEREFORE, in return for a good and valuable consideration  
 to each party in hand paid by the other, receipt of which is hereby  
 acknowledged, and in further consideration of the mutual covenants  
 herein contained, the parties agree as follows:

1. DEMISED PREMISES.

In consideration of the rents and covenants herein reserved  
 and contained on the part of the Lessee to be paid, performed and  
 observed, the Lessor does hereby demise and lease unto the Lessee, all  
 those certain premises known as 13 Boughton Street, Danbury,  
 Connecticut, more particularly described on Schedule A attached hereto  
 and made a part hereof, subject to the terms hereof.

2. TERM.

The aforesaid demised premises are demised for a term of  
 \_\_\_\_\_ months, commencing \_\_\_\_\_, 1985 and terminating June 30, 1987,

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provided, however, that the Lessee shall have the right to sooner terminate this Agreement upon giving Lessor written notice of its intent to terminate not less than forty (40) days prior to termination date.

The Lessee shall pay the sum of \$750.00 per month as and for rent of the premises payable in advance on the first day of each month during said term, commencing on the first day of \_\_\_\_\_, 1985.

All payments to the Lessor shall be made by check or draft, payable to the order of the Lessor, or the Lessor's designated payee, and shall be mailed and delivered to such payee at its office at the above address, or at such other address as the Lessor hereunder may direct by written notice delivered to the Lessee.

3. USE.

The Lessee shall maintain said premises and the premises shall be used and occupied for the following purpose only and for no other purpose: parking for City owned vehicles and vehicles owned by persons employed by the City of Danbury or persons on official business at the Danbury Police Department. Lessee further agrees during the term hereof to conform to and abide by all federal, state and local rules, regulations and restrictions controlling or governing the Lessee's use of the premises as set forth above and Lessee shall save Lessor harmless from any and all liability which may result from any violation thereof.

4. WAIVER OF DAMAGE.

The Lessor shall not be liable for any damage or injury to any property or person at any time on said premises, nor for any damage or injury which may be sustained as a result of carelessness,

negligence or improper conduct on the part of Lessee, its agents, servants or employees.

5. LESSOR'S RIGHT OF ENTRY.

The Lessor, its agents and representatives, at all reasonable times may enter said premises for the purpose of (1) inspection thereof; and (2) exhibiting said premises to prospective tenants, purchasers or other persons within the last ninety (90) day period of the term of this lease.

6. REPAIRS - MAINTENANCE.

The Lessee, at its sole cost and expense, shall keep the sidewalk and entrance abutting the premises free and clear of ice, snow, dirt and debris. In the event the Lessee causes all or a portion of the existing fence between the demised premises and other premises of the Lessee to be removed, said fence shall be repaired or replaced by the Lessee at its own expense upon the termination or expiration of this lease. In the event the Lessee causes a fence to be constructed on the premises where a fence does not now exist, at the termination of this lease, upon request of the Lessor, said fence shall be removed by the Lessee at its own expense and shall restore the area as nearly as possible to its present condition.

7. INSURANCE.

The Lessee agrees that it will indemnify and save harmless the Lessor from any loss, liability or damage sustained by anyone in connection with the demised premises or appurtenances or approaches thereto, including the sidewalks adjoining the same or the use of same, or any of them, and will, in addition thereto, procure and pay for, during the term of this lease, public liability policies in

standard liability or indemnity companies acceptable to the Lessor, payable in case of loss to the Lessor and insuring the Lessor against all loss or damage to persons or property arising out of said demised premises or appurtenances or approaches thereto, including sidewalks, or the use of the same, or any of them, which policies or certificates thereof, together with evidence of payment of premiums shall be placed in possession of the Lessor throughout the term. Said policies shall be payable in an amount not less than \$500,000.00 for each loss or damage sustained by any one person, and not less than \$1,000,000.00 for all losses or damages sustained in connection with each act, accident or occurrence, and \$500,000.00 for all losses or damages to property.

8. ADDITION RENT - TAXES.

In addition to the rents hereinbefore reserved, the Lessee agrees to pay to the Lessor throughout the term of this lease, and any renewal or extension thereof, such sum or sums as shall become due and payable by the Lessor to the City of Danbury for taxes upon the demised premises and for taxes and use charges for municipal services (sewer and water), if any. Said sum for taxes shall be due and payable commencing on the first day of July, 1985, and upon the first day of each succeeding quarterly month thereafter for the balance of said term. Said sum for use charges shall be due and payable when and if billed to Lessor and presented by Lessor to Lessee.

9. SIGNS.

Lessee shall not permit, allow or cause to be erected, installed, maintained, painted or displayed on, in or at said premises, or any part thereof, any signs, lettering, placards,

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announcements or decoration of any kind whatsoever, without the prior written approval of the Lessor, which approval will not be unreasonably withheld. In all respects, the Lessee shall comply with any and all applicable rules and regulations concerning the erection and maintenance of signs within the City of Danbury, and shall pay all costs connected with the obtaining of any such necessary permits.

10. ACCEPTANCE OF PREMISES.

The Lessee shall examine the said premises before taking possession, and the Lessee's entry into possession shall constitute conclusive evidence that as of the date thereof said premises were in good order and satisfactory condition.

11. MAINTENANCE OF PREMISES AND ABUTTING AREAS.

Lessee shall not permit, allow or cause any act or deed to be performed or any practice to be adopted or followed in or about said premises which shall cause or be likely to cause injury or damage to any person or to said premises or to the sidewalks and pavements adjoining said premises. Lessee at all times shall keep said demised premises and its appurtenances in a neat and orderly condition, clean and free from rubbish, dirt and other miscellaneous items.

12. NUISANCES.

The Lessee shall not permit, allow or cause any noxious, disturbing or offensive odors, fumes, gas, noise, or any smoke, dust, steam or vapors, or allow sound or vibration to originate in or to be emitted from said premises.

13. HOUSEKEEPING.

Lessee agrees to permit no waste of the property, but on the contrary, to take good care of same and upon termination of this lease

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to surrender possession of same without notice in as good condition as at the commencement of the term, or as they may be put in during the term, as reasonable use thereof will permit.

14. LESSOR'S COVENANT.

Lessor covenants and warrants that it has full right and authority to execute and perform this lease and to grant the estate demised herein and covenants that the Lessee, on performance of his obligations hereunder, shall peaceably and quietly hold and enjoy the premises through the term or any holdover.

15. EMINENT DOMAIN.

The parties hereto agree that should the demised premises, or any substantial part thereof, be taken or condemned by a competent authority for public or quasi-public use, then, and in such event, this lease shall cease and terminate and come to an end as of the time of such actual taking, and the rent and all additional rent, shall be paid up to such time of actual taking, and then and thenceforth all obligations of the parties hereunder, the one to the other, shall cease and terminate. It is expressly agreed that the Lessee shall not be entitled to any part of any award by way of condemnation, appeal therefrom or settlement which may be obtained by the Lessor as a result of such taking, nor shall the Lessee have any right to appear as a party in any condemnation proceeding or appeal therefrom.

16. CONDUCT OF LESSEE.

Lessee, at all times, shall fully and promptly comply with all laws, ordinances, orders and regulations of any lawful authority having jurisdiction of said premises, including, but not limited to, such as shall relate to the cleanliness, safety, occupation and use of

the premises.

17. ASSIGNMENT AND SUBLETTING.

Lessee shall not assign or, in any manner, transfer this lease or any estate, interest or benefit therein, or sublet said premises, or any part or parts thereof, or permit the use of the same, or any part thereof.

18. LESSEE'S DEFAULT.

The happening of any one or more of the following listed events (hereinafter referred to as "Event of Default"), shall constitute a breach of this lease on the part of the Lessee:

A. The failure of the Lessee to use the premises for the purpose for which it was leased.

B. The failure of the Lessee to pay any rents payable hereunder, including but not limited to any additional rent or payments of money required hereunder, and the continued failure to pay the same for thirty (30) days or more after the maturity of same.

C. The failure of the Lessee to fully and promptly perform any act required of it in the performance of this lease or to otherwise comply with any term or provision hereof.

D. Upon the happening of any event of default, Lessor, if it shall elect, may (1) collect each installment of rental hereunder as and when the same matures, or (2) said Lessor, or any other person by his order, may re-enter the said premises without process of law and without being liable to any prosecution therefor, and may either elect to terminate this lease or, if the Lessor desires not to terminate this lease, to terminate the right to possession and occupancy and relet the said premises to any person, firm or

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corporation, as the agent of the Lessee or otherwise, for whatever rent Lessor shall obtain, applying the avails of such letting first to the payment of such expenses as the Lessor may incur in the re-entering and reletting of same, and then to the payment of the rent due hereunder and the fulfillment of the Lessee's covenants, and paying over to the Lessee the balance, if any; and in the case of any deficiency, the Lessee shall remain liable therefor. Lessee agrees to pay reasonable attorneys' fee and all costs, if it becomes necessary for Lessor to employ an attorney to collect any of the rent or to enforce any of the provisions of this lease, and of any other cost of retaking or reletting said premises, including but not limited to the payment of a commission for brokerage.

19. WAIVER OF SUMMARY PROCESS.

It is further agreed by and between the parties hereto that whenever this lease shall terminate, either by lapse of time or by virtue of any of the express stipulations herein, the said Lessee waives all right to any notice to quit possession, as prescribed by the statute relating to summary process.

20. HOLDING OVER.

It is further agreed by and between the parties hereto that in case the said Lessee shall, with or without the written consent of the said Lessor endorsed hereon, or on the duplicate hereof, at any time hold over the said premises beyond the period above specified as the termination of this lease, then the said Lessee shall hold said premises upon the same terms and under the same stipulations and agreements as are contained in this lease, and no holding over by the said Lessee shall operate to renew this lease, nor to create any

tenancy whatsoever.

21. NOTICE.

Any and all notices called for or required by any provision of this lease, unless specifically described therein, shall be delivered to the respective parties by certified mail, return receipt requested, at the following addresses:

A. To the Lessor: AMD Realty Corporataion  
136 Main Street  
Danbury, Connecticut 06810

B. To the Lessee: City of Danbury  
Office of the Mayor  
City Hall  
Danbury, Connecticut 06810

Such addresses may be changed by either party by notifying the other party in the manner required for notice.

22. WAIVER.

The failure of the Lessor to insist upon strict performance of any of the covenants or conditions of this lease, or to exercise any option herein conferred in any one or more instances, shall not be construed as a waiver or relinquishment of any such covenants, conditions or options, but the same shall be and remain in full force and effect.

23. SUBORDINATION.

It is further agreed that this lease shall not be a lien against said entire premises in respect to any mortgage or mortgages that are now or may be hereafter placed against said premises, and the recording of such mortgage or mortgages shall have preference and precedence, regardless of the date of recording. Lessee further agrees to execute any document requested by Lessor to evidence or further effectuate this provision of this lease, and to execute any

lease ratification agreements certifying inter alia that the lease is in effect, has not been amended and that there has been no prepayment of rent, except as may be herein provided, and failing such execution, Lessee shall be liable to Lessor for all damages, including reasonable attorneys' fees, incurred by Lessor as the result of such refusal. The term "mortgage" shall include each and every form and type of security instrument. It is further understood by Lessor and Lessee that reference to the execution of an additional instrument or evidence of subordination is not necessary for this subordination to be effective.

24. NOTICE OF LEASE.

Either party, upon the request of the other party, shall execute in recordable form, a Notice of Lease, prepared by the requesting party. Such notice shall conform to the requirements set forth in the Connecticut General Statutes concerning "Notices of Lease".

25. BROKERAGE.

The Lessee represents that there was no real estate broker who negotiated this Lease. This Lease is executed by the Lessor in reliance upon the representation by the Lessee that no broker or agent brought the demised premises to the Lessee's attention or was in any way the procuring cause of this Lease.

26. BINDING EFFECT.

This lease, together with any and all schedules, addenda or amendments thereto, shall inure to the benefit of the respective parties hereto, their successors or assigns.

IN WITNESS WHEREOF, the parties hereto have herunto set their



hands and seals the day and year first above written.

Signed, Sealed and Delivered  
in the presence of:

AMD REALTY CORPORATION

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

By: \_\_\_\_\_ L.S.  
Joel M. Feinson  
Its President  
hereunto duly authorized

CITY OF DANBURY

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

By: \_\_\_\_\_ L.S.  
James E. Dyer  
Its Mayor  
hereunto duly authorized

STATE OF CONNECTICUT :  
                                  : ss.: Danbury , 1985  
COUNTY OF FAIRFIELD :

On this the            day of            , 1985, before me, the under-  
signed officer, personally appeared JOEL M. FEINSON, who acknowledged  
himself to be the President of AMD REALTY CORPORATION, a Connecticut  
corporation, and that he as such officer, being authorized so to do,  
executed the foregoing instrument for the purposes therein contained,  
as his free act and deed and the free act and deed of said  
corporation.

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public

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S C H E D U L E A

All that certain piece or parcel of land situated in the City of Danbury, Fairfield County, Connecticut, and known as #11-13 Boughton Street, bounded Northerly by land now or formerly of Henry Dick; Easterly by land of the City of Danbury, Southerly by Boughton Street; and Westerly by land now or formerly of Cora S. Hill; said premises being sixty (60) feet, more or less, in width, front and rear.

COMMON COUNCIL

CITY OF DANBURY

APPLICATION FOR EXTENSION OF SEWER AND/OR WATER

Sewer

Water

Applicant: HAROLD BILODEAU

Address: 68 GANDLEWOOD LK RD

BROOKFIELD CT 06809

Telephone No: 775-16910

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

Located at: 97 and 99 HOSPITAL AVE.

Assessor's Lot No: J11208 - J11207

Zone in which the Property Lies: BA-3

Intended Use:

Retail

Single Family Residential

Office

Multiple Family Development

Mixed Use

Industrial

\_\_\_\_\_ Number of Efficiency Units

\_\_\_\_\_ Number of 1 Bedroom Units

712 = 5 \_\_\_\_\_ Number of 2 Bedroom Units

\_\_\_\_\_ Number of 3 Bedroom Units

Total Number of Units

Harold Bilodeau

2/17/87

(Signature)

(Date)

COMMON COUNCIL  
CITY OF DANBURY

APPLICATION FOR EXTENSION OF SEWER AND/OR WATER

- Sewer
- Water

Applicant: WALDIR FREITAS

Address: 6 TOBY LANE

BROOKFIELD CNTY, CT - 06805

Telephone No: 203-775-0314

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

Located at: 20 VIRGINIA AVE DANBURY, CT

Assessor's Lot No: 51167 / 96 - 51167 / 95

Zone in which the Property Lies: R-3

Intended Use:

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

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

**Total Number of Units**

Waldir Freitas  
(Signature)

3-3-1987  
(Date)

COMMON COUNCIL

CITY OF DANBURY

APPLICATION FOR EXTENSION OF SEWER AND/OR WATER

Sewer

Water

Applicant: WALDIR FREITAS

Address: 6 TOBY LANE

BROOKFIELD, CT. 06805

Telephone No: 203-775-0314

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

Located at: 20 VIRGINIA AVE

Assessor's Lot No: J11167/96 - J11167/95

Zone in which the Property Lies: R-3

Intended Use:

Retail

Office

Mixed Use

Industrial

Single Family Residential

Multiple Family Development

         Number of Efficiency Units

         Number of 1 Bedroom Units

  1  ? Number of 2 Bedroom Units

  1  ? Number of 3 Bedroom Units

Total Number of Units

Waldemar Freitas

(Signature)

2-18-1987

(Date)

COMMON COUNCIL  
CITY OF DANBURY

APPLICATION FOR EXTENSION OF SEWER AND/OR WATER

- Sewer
- Water

**Applicant:** WILDER RICHMAN CORPORATION

**Address:** 555 Madison Avenue  
New York, NY 10022

**Telephone No:** 212-888-7444

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

**Located at:** 20 Old Ridgebury Road

**Assessor's Lot No:** C 150 10

**Zone in which the Property Lies:** IL-40

**Intended Use:**

- Retail
- Office
- Mixed Use \* Office and residential inn
- Industrial
- Single Family Residential
- Multiple Family Development

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

WILDER RICHMAN CORP.  
BY: COHEN AND WOLF, P.C.  
158 Deer Hill Avenue  
Danbury, CT 06810  
Tel. No. 792-2771

Neil R. Marcus  
**(Signature)**

**Total Number of Units**

February 23, 1987  
**(Date)**

COMMON COUNCIL  
CITY OF DANBURY

APPLICATION FOR EXTENSION OF SEWER AND/OR WATER

- Sewer
- Water

**Applicant:** L.C. CASTLEMAN, INC.

**Address:** P.O. Box 656 West Redding, Connecticut 06896

**Telephone No:** 798-2637

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

**Located at:** Tamarack Avenue

**Assessor's Lot No:** I12169, I12170, I12171, I12172, I12173, I12174, I12175 and I12176

**Zone in which the Property Lies:** RH3

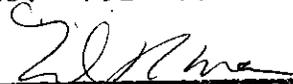
**Intended Use:**

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

_____	Number of Efficiency Units
<u>16</u>	Number of 1 Bedroom Units
<u>50</u>	Number of 2 Bedroom Units
_____	Number of 3 Bedroom Units

L.C. Castleman, Inc.  
By: COHEN AND WOLF, P.C.  
518 Deer Hill Avenue  
Danbury, Connecticut 06810  
Tel. No. 792-2771

66 **Total Number of Units**

  
Neil R. Marcus  
**(Signature)**

February 23, 1987  
**(Date)**

DANBURY SUBURBAN RESIDENTIAL CORP.  
14 East Gate  
Danbury, CT 06810

February 10, 1987

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

re: Danbury Suburban Residential Corp.  
Application for Extension of Water

We submit herewith Application for Extension of Water by Danbury Suburban Residential Corp. I trust that you will place this on the agenda of the next meeting of the Common Council and will contact me when hearing is scheduled upon the same.

Very cordially yours,

DANBURY SUBURBAN RESIDENTIAL CORP.

by: *Clifford Reiss*  
Clifford Reiss, Corp. Agent

Enc.

COMMON COUNCIL

CITY OF DANBURY

APPLICATION FOR EXTENSION OF SEWER AND/OR WATER

Sewer

Water

Applicant: DANBURY SUBURBAN RESIDENTIAL CORP.

Address: C/O CLIFFORD REISS  
14 East Gate  
Danbury, CT. 06811

Telephone No: 743-3035

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

Located at: Westerly by extension of Terrace Street; Easterly by Golden Hill Road and Breezy Hill Road

Assessor's Lot No: G10154, H10008, H10164, H10165, H10166, H10171, H10170, H10169, H10168, H10167

Zone in which the Property Lies: RA-20

Intended Use:

Retail

Single Family Residential

Office

Multiple Family Development

Mixed Use

\_\_\_\_\_ Number of Efficiency Units

Industrial

\_\_\_\_\_ Number of 1 Bedroom Units

\_\_\_\_\_ Number of 2 Bedroom Units

\_\_\_\_\_ Number of 3 Bedroom Units

\_\_\_\_\_ Total Number of Units

DANBURY SUBURBAN RESIDENTIAL CORP.

by: Clifford Reiss  
Clifford Reiss, Corp. Agent  
(Signature)

February 10, 1987

(Date)

ADDENDUM TO APPLICATION FOR EXTENSION  
OF WATER SERVICES TO TERRACE HEIGHTS  
SUBDIVISION

---

Terrace Heights Subdivision consists of ten lots essentially lying between the extension northwesterly of Terrace Street on one side with Golden Hill Road and Breezy Hill Road on the easterly side. It is believed that a City of Danbury water line extends to the corner of Terrace Street and Beckerle Street and lies within 200 feet of this subdivision. The building code of the State of Connecticut appears to accordingly require that this subdivision be connected to said water line. A map of the subdivision will be made available at the Sewer and Water Committee hearing, unless earlier requested.



# CITY OF DANBURY

155 DEER HILL AVENUE  
DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

DEPARTMENT  
OF FINANCE

February 24, 1987

MEMO TO: Mayor James E. Dyer

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

RE: Combining of Engine 23 and Engine 7

In response to Chief Monzillo's letter to you, please be advised that there is money put aside in our 1986-87 budget to cover the cost of the addition to the firehouse on Osborne Street. We have approximately \$125,000 to \$140,000 available. We therefore can proceed with selecting an architect or engineer to do the work that is needed. It might be to our advantage also to start the process rolling with the Common Council to obtain permission to sell Engine 7's property and hopefully the amount realized from the sale of the property, along with the monies that the City of Danbury has appropriated, will be enough to cover the cost of the addition to the firehouse. Once again, our monies are coming from the infrastructure grant which we received in the 1986-87 budget.

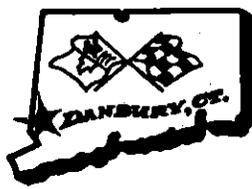
I am sure that you are as anxious to have this matter solved as the chief is. Therefore, I suggest that you can proceed with the normal process for selecting an architect or engineer.

*DAS*

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

DAS/af

P.S. Chief Monzillo should probably get together with City Engineer Jack Schweitzer.



# CANDLEWOOD VALLEY Corvettes

P.O. Box 163, Newtown, CT 06470

February 23, 1987

Honorable Mayor:

The members of the Candlewood Valley Corvette Club would like to donate the sum of \$500.00 to the City Senior Center, located at the old city jail, on Main St. in Danbury, Ct.. The said amount is proceeds from our Annual Car Show held at the Danbury Airport. If you have any questions feel free to call me at 744-3221.

Sincerely,

Harry Hansen Jr.  
President  
Candlewood Valley Corvette Club

cgr

I've asked them to  
be present for the  
presentation of a check  
JC



19

## CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

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

JAMES E. DYER, MAYOR

PLEASE REPLY TO:

P.O. Box 3474  
DANBURY, CT ~~06810~~ 06813

February 20, 1987

Constance McManus, President  
COMMON COUNCIL  
City of Danbury  
155 Deer Hill Avenue  
Danbury, CT 06810

Dear President McManus:

In February 1981, the Planning Commission approved a subdivision for Dancon Corporation entitled "Final Subdivision Briar Ridge Estates Section F" (Map No. 7101).

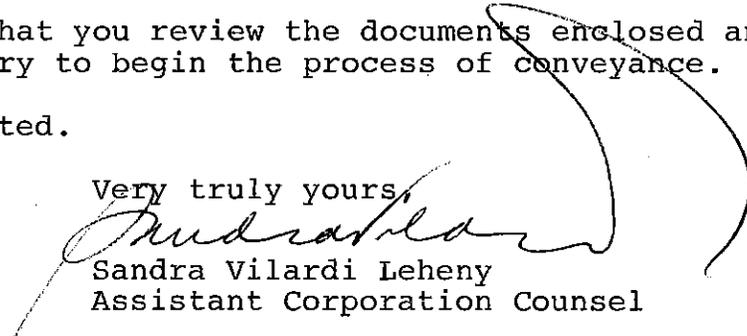
Two problems have arisen in connection with the final approval. One concerns the fact that Parcel X noted on the map "to be dedicated to the City of Danbury for future road-widening purposes" was not conveyed to the City which now wishes to widen Miry Brook Road. The second concerns the fifteen foot (15') drainage easement to be dedicated to the City of Danbury. A review of the deed from Dancon Corp. to Maimonides Academy (the present owners of lots 1, 2 & 3 on the map) shows a reservation of easements over and across the front, rear and side boundary lines of each of lots 1, 2 & 3 "for the purposes of installing and maintaining surface water drainage ditches, trenches or pipes...". I am enclosing a copy of the deed recorded at Volume 677 Page 721 of the Danbury Land Records regarding the easement, together with a copy of the subdivision map.

I have spoken with Attorney Robert Eberhard who represents Dancon Corp. and who assures me that he will convey the parcels to the City.

Therefore, I am requesting that you review the documents enclosed and take whatever steps are necessary to begin the process of conveyance.

Your cooperation is appreciated.

Very truly yours,

  
Sandra Vilardi Leheny  
Assistant Corporation Counsel

SVL:sdc  
Encl.

cc: Theodore H. Goldstein, Esq.  
Robert Eberhard, Esq.  
Susan Steiner, Planning Department

V677P0721

In the presence of:

[Signature]  
DIANA C. DOFABRITIS

[Signature]  
ROBERT V. ELLIOTT

STATE OF CONNECTICUT )  
COUNTY OF FAIRFIELD )

DANCON CORPORATION

BY [Signature]  
Louis A. DeFabritis, Its Vice President  
hereunto duly authorized

ss: Danbury, April 21 1983

Personally appeared, DANCON CORPORATION acting herein by Louis A. DeFabritis, Its Vice President, hereunto duly authorized, signer and sealer of the foregoing instrument and acknowledged same to be his free act and deed and the free act and deed of said corporation, before me.

Received for record

APR 22 1983

at 1:41 P. M. [Signature]  
Attest: Michael R. Serri  
Town Clerk

[Signature]  
Commissioner of Superior Court  
ROBERT V. ELLIOTT

FORM 178 CONNECTICUT WARRANTY DEED  
REV. 6/76

TUTTLE LANE REGISTERED U.S. PAT. OFFICE  
LITTLE LAWYERS PUBLISHERS BOSTON MA 02101

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

Know Ye, That DANCON CORPORATION, a Connecticut corporation having its office and principal place of business in the City of Danbury, County of Fairfield and State of Connecticut, acting herein by Louis A. DeFabritis, Its Vice President, hereunto duly authorized,

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

received to its full satisfaction of MAIMONIDES ACADEMY OF WESTERN CONNECTICUT, INC., a Connecticut corporation having its office and place of business in the City of Danbury, County of Fairfield and State of Connecticut,

do give, grant, bargain, sell and confirm unto the said MAIMONIDES ACADEMY OF WESTERN CONNECTICUT, INC.

All those lots or parcels of land situated on the Northerly side of Miry Brook Road in the City of Danbury, County of Fairfield and State of Connecticut, shown and designated as Lots Number One (1), Two (2) and Three (3) on a certain map entitled "Final Subdivision, Briar Ridge Estates - Section 'F', Danbury, Connecticut" which map was certified substantially correct by Surveying Associates, P.C. and Being Map Number 7101 in the file of maps of the Danbury Town Clerk.

RESERVING unto DANCON CORPORATION, its successors and assigns:

A fifteen-foot easement over and across the front, rear and side boundary lines of each of the lots shown on said map mentioned above, for the purpose of installing and maintaining surface water drainage ditches, trenches or pipes and gas, oil, water and electric pipes, shut-off valves, wires or conduits.

Said premises are subject to the following:

1. Any and all provisions of any ordinance, municipal regulations or public or private law, including but not limited to zoning, planning and subdivision regulations of the City of Danbury.
2. Current taxes to the City of Danbury.
3. Easement to the Connecticut Light & Power Company dated July 27, 1965 and recorded in Volume 425 at page 191 of the Danbury Land Records.

See Vol 425 p 539



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LINDA & GARY STORHOFF  
1 Contemporary Drive  
Danbury, CT 06811  
(203) 746-7669

---

February 19, 1987

Ms. Connie McMancus  
11 East Gate Road  
Danbury, CT 06811

Dear Ms. McMancus:

I am writing on behalf of many of the residents of Contemporary Drive and Morgan Road to tell you of our concern about the condition of Morgan Road in Danbury.

As you are probably aware, Morgan Road is a short but heavily used road off Padanaram Road. The road is near Pembroke School and Little Rascals' Daycare, so it is used heavily by local citizens and school buses. But Morgan is also a "short cut" road -- trucks cut across from Clapboard Ridge, and commuters use Morgan to get from southern work locations up to their homes in New Fairfield.

With this amount of traffic, the road's current, treacherous condition is not surprising. Much of the road is too narrow to allow more than one vehicle at a time and there is actually no shoulder along most of the length of the road. The asphalt is seriously deteriorated, and the potholes are so large they cause vehicles to swerve dangerously into oncoming traffic. Meeting a truck or school bus on this road is indeed a frightening experience. But even more frightening is the knowledge that children stand and wait for buses along this dangerous stretch.

We hope by this letter to initiate work so as to preclude a major accident. Thank you for your time and your assistance.

Sincerely,



Linda Storhoff, et. al.



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

*Agenda* 21

ZONING COMMISSION  
797-4595

February 20, 1987

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

Dear Mayor Dyer:

The Zoning Commission requests additional funds in its budget in order to operate and perform our duties for the remainder of the Fiscal Year ending June 1987.

Our needs are for a transfer from the Contingency Account for a total of \$5,000.00 to be dispersed as follows:

#1 - 010500 - Overtime Services-----	\$1,000.00
#2 - 020501 - Postage-----	500.00
#3 - 022000 - Printing and Binding-----	1,000.00
#4 - 022500 - Legal and Public Notices-----	2,500.00
	<u>\$5,000.00</u>

The additional funds for overtime services are for the cost of our secretary's time spent at meetings and for requested transcripts, which of late have been more and more frequent. Although the City is reimbursed for legal and public notices, printing and binding, and postage, there is a time lapse in recovering these costs and when the money is reimbursed it goes into the General Fund. While the amount of income can sometimes balance the expenses in these accounts, we need the money to operate. With the additional \$5,000.00 we feel that we can continue our service to the public and operate within the State Statutes.

Thank you for your consideration in this matter. If you have any questions, please feel free to contact me.

Very truly yours,

*Russell M. Foti*  
Russell M. Foti, Chairman

*OK*

RMF/rg  
cc: Dominic Setaro  
Constance McManus



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

DEPARTMENT  
OF FINANCE

February 23, 1987

TO: Common Council via Mayor James E. Dyer Certification #29

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

We hereby certify the availability of \$5,000.00 to be transferred from the General Fund fund balance account to the Zoning Commission for the following accounts.

02-01-181-010500 - Overtime Services	\$1,000.00
02-01-181-020501 - Postage	500.00
02-01-181-022000 - Printing and Binding	1,000.00
02-01-181-022500 - Legal and Public Notices	2,500.00
	<u>\$5,000.00</u>

Balance of G.F. Fund Balance	\$2,839,666.10
Less pending requests	15,950.00
Less this request	5,000.00
Balance	<u>\$2,818,716.10</u>

Dominic A. Setaro, Jr.

DAS/af

2d



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

DEPARTMENT  
OF FINANCE

February 24, 1987

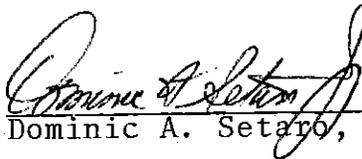
TO: Common Council via Mayor James E. Dyer Certification #30

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

We hereby certify the availability of \$1,500.00 to be transferred from the General Fund fund balance account to the Zoning Board of Appeals for the following accounts.

02-01-182-010500 - Overtime Services	\$ 150.00
02-01-182-020501 - Postage	300.00
02-01-182-022000 - Printing and Binding	450.00
02-01-182-022500 - Legal and Public Notices	600.00
	<u>\$1,500.00</u>

Balance of G.F. Fund Balance	\$2,839,666.10
Less pending requests	20,950.00
Less this request	1,500.00
Balance	<u>\$2,817,216.10</u>

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

DAS/af



*Truett - 22*  
*Agenda*

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

ZONING BOARD OF APPEALS  
797-4595

February 18, 1987

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

Dear Mayor Dyer:

The Zoning Board of Appeals requests additional funds in its Budget in order to operate and perform our duties for the remainder of the Fiscal Year ending June 1987.

Our needs are for a transfer from the Contingency Account for a total of \$1,500.00 to be dispersed as follows:

#1 - 010500 - Overtime Services.....	\$ 150.00
#2 - 020501 - Postage.....	300.00
#3 - 022000 - Printing and Binding.....	450.00
#4 - 022500 - Legal and Public Notices.....	600.00
	<u>\$1,500.00</u>

We realize that this request puts a burden on the Contingency Account. However, we have had an unusual amount of applications during the last several months, plus the fact that two of our meetings were cancelled due to snowstorms, which necessitated additional publishing of legal notices, copying and postage. The additional funds for Account #010500 is needed to cover the cost of transcripts requested by the Assistant Corporation Counsel and comes out of our budget. Of course, you are aware that the Board collects fees from the applications which is returned to the General Fund. With the additional \$1,500.00 we feel that we can continue our service to the public and operate within the State Statutes.

Thank you for your consideration in this matter. If you have any questions, please feel free to contact me.

Very truly yours,

*Henry C. Schum*  
Henry C. Schum, Chairman

HCS/rg

cc: Dominic Setaro  
Constance McManus

167 BRUSHY HILL ROAD  
DANBURY, CONN. 06810  
JANUARY 31, 1987

MRS. MCMANUS  
CITY HALL  
DANBURY, CONN. 06810

DEAR MRS. MCMANUS

I AM WRITING THIS LETTER TO INFORM YOU AND YOUR PUBLIC WORKS COMMITTEE OF A SERIOUS DRAINAGE PROBLEM THAT CONTINUES TO WORSEN.

AS LONG AS I CAN REMEMBER THERE HAS BEEN WATER COLLECTING IN FRONT OF MY DRIVEWAY. THIS ROAD WATER STARTS AT THE CURVE BY DR. WEINER AND CONTINUES FOR JUST UNDER 1/4 OF A MILE TO MY DRIVEWAY WHERE THE ROAD RISES. IN PAST YEARS THE TOWN CREW AND MYSELF WOULD KEEP A TRENCH OPEN SO THAT THE WATER DRAINED ON THE EAST SIDE OF THE ROAD, THROUGH AN EMPTY LOT, TO THE RESERVOIR.

OVER THE PAST FEW YEARS SEVERAL THINGS HAVE HAPPENED THAT HAVE INCREASED THE PROBLEM. MANY ADDITIONAL HOUSES HAVE BEEN BUILT ON THE HILLS OF THE EAST SIDE OF BRUSHY HILL ROAD. EACH OF THESE HAS A BLACKTOP DRIVEWAY WHICH EMPTIES WATER INTO THE ROAD. THE LOT ACROSS THE STREET HAS BEEN SOLD AND A HOUSE WILL SOON BE BUILT. DEPENDING UPON THE GRADING THIS COULD STOP THE WATER FROM GOING TO THE RESERVOIR AND BACK UP INTO MY DRIVEWAY.

I FEEL THAT THE ONLY SOLUTION IS FOR THE CITY TO INSTALL A BASIN TO COLLECT THE WATER AND PIPE IT TOWARDS THE RESERVOIR. I AM ENCLOSING PICTURES OF THE PROBLEM TO HELP YOU EVALUATE ITS SERIOUSNESS.

SINCERELY,



ROSS A. MARTIN

# FLORENCE C. WEISS

REAL ESTATE AND APPRAISALS

## INSURANCE AND INVESTMENTS

163 South Street  
South Gate #12

~~65 PLEASANT STREET~~  
DANBURY, CONN. 06810

Common Council  
City of Danbury  
City Hall  
Deer Hill Avenue  
Danbury, Conn., 06810

Att: Mrs. Betty Crudgington:

Gentlemen:

I have a piece of property to offer to the City which is on the corner of Main and Rose Streets. The map is being prepared and as soon as it is received I will forward it to you. There is about 1 1/2 acres more or less.

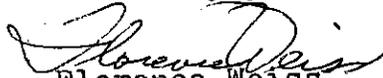
I feel that this would be an excellent location for an apartment building for the elderly since it is close to stores, churches and on the bus line.

The asking price is 1.9 million.

I would appreciate your advising me if you have any interest in the piece.

Thank you for your kind attention.

Sincerely yours,

  
Florence Weiss  
Realtor

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# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

LEONARD G. SEDNEY  
Planning Director

PLANNING DEPARTMENT  
797-4525

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

FROM: Leonard G. Sedney, Planning Director

RE: Post Office Street

DATE: February 26, 1987

---

The closing of Post Office Street to vehicular traffic and construction of a pedestrian way requires that garbage disposal be handled in a different manner. I am requesting that Council consider an ordinance requiring certain businesses on Post Office Street and Main Street to dispose of garbage in containers located in areas designated by the City, and that these containers be constructed of leak-proof materials.

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



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

DEPARTMENT  
OF FINANCE

February 6, 1987

MEMO TO: Members of the Common Council

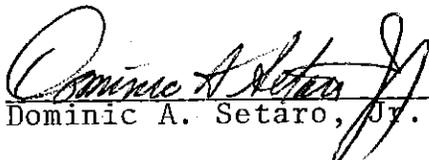
FROM: Dominic A. Setaro, Jr.  
Acting Director of Finance - Comptroller

RE: Mr. William Craft - Motor Vehicle Claim

Regarding credit request of the Common Council at its February 3, 1987 meeting, attached you will find a copy of a report submitted to me by Mrs. Catherine Skurat indicating why it is her feeling that Mr. Craft should not be issued a refund on interest that was paid on a delinquent motor vehicle tax. I think the letter is self-explanatory. Mr. Craft, like any other taxpayer, has an obligation to pay his taxes. Mr. Craft received his tax bill for one vehicle and not the second vehicle. It was Mr. Craft's obligation to ask for a bill on the second automobile. The City sent the second tax bill to the address that the Motor Vehicle Department gave to us.

It is, therefore, my opinion that Mr. Craft should not be issued any refund for interest that was paid on the vehicle in question.

If I can be of any further assistance, feel free to contact me.

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

DAS/af  
Enc.

c: Catherine Skurat  
Mayor James E. Dyer



26

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

OFFICE OF THE TAX COLLECTOR  
(203) 797-4541

JAMES E. DYER, MAYOR

CATHERINE A. SKURAT, C.C.M.C.  
TAX COLLECTOR

February 4, 1987

MEMO TO: Dominic A. Setaro, Jr., Acting Director of Finance - Comptroller  
FROM: Catherine A. Skurat, Tax Collector  
RE: Attached letter

In researching this account, I have found that Mr. Craft had two motor vehicles on the Grand List of October 1, 1985. One vehicle is registered in the names of Deborah & William at 3 Grenier Drive, Danbury. The other vehicle is registered just in the name of William at 51 Semonile Drive, Danbury.

Vehicle #1 (registered in both names) was paid on time during the month of July. Vehicle #2 (only in the name of William) is the vehicle which was not paid until December. This account is the one in question, interest was charged accordingly, and this account still has a balance due. It was the responsibility of Mr. Craft, in July, to let us know that he had not received a tax bill for his other car. The addresses we show on motor vehicle tax bills are those addresses that the Department of Motor Vehicle shows on their records as of the assessment date. If, indeed, Mr. Craft's bill was returned to us by the post office for an incorrect address, this is not the fault of the Tax Office. This problem was not resolved until Mr. Craft realized that he was probably unable to register his vehicle due to delinquent taxes.

If indeed, Mr. Craft was the owner of two vehicles, then in July when he received only one tax bill, he should have come forth sooner to meet his tax obligations. We would have been glad to send him a duplicate tax bill for the other vehicle.

If you need any further information, please let me know.

December 30, 1986  
3 Grenier Dr. Danbury

26

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

RECEIVED  
FINANCE DEPT.

FEB 3 1987

Dear Betty Cudginton 27

We live at the end of Princeton Lane, Lot 16. We were wondering if we could purchase the 60 ft length of road that borders the south side of our lot. The working road ends where stated on map. The remainder is a wooded hill.

My parents bought this house when it was built 6 years ago. We have landscaped and used a portion of this land ever since and now we would like to clean up the rest. It is used to dump brush and leaves etc., and we would like

to put it to better use. 87

We are writing to you because we are not rich, therefore cannot spend to landscape land not ours. Also we cannot stop dumping on this land, which can be seen from our front door.

If you could please discuss this matter at your earliest convenience, it would be greatly appreciated. We wait for your decision.

thank you,

Kim and Jay Webb  
5 Princeton Lane  
Danbury, Ct  
06810

7432037

# Merante Real Estate

28

Investment • Management • Brokerage  
144 Deer Hill Avenue  
Danbury, CT 06810  
(203) 790-5600

JANUARY 30, 1987

MRS. ELIZABETH CRUDGINTON  
CITY CLERK  
CITY HALL  
DANBURY, CT. 06810

DEAR BETTY:

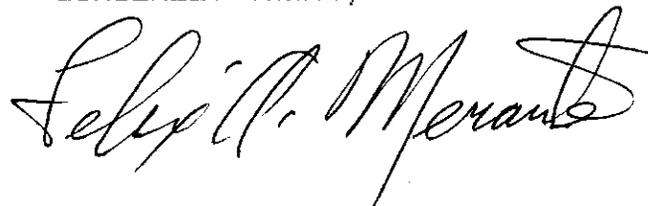
WE'D LIKE TO BRING TO THE ATTENTION OF THE CITY AVAILABILITY  
OF AN ATTRACTIVE & SERVICEABLE COMMERCIAL OFFICE BUILDING.

THE PROPERTY IS CONVENIENTLY LOCATED AT # 85 OSBORNE STREET ,  
DANBURY. A TWO STORY BUILDING CONSISTING OF APPROXIMATELY 5,000  
SQUARE FEET ON TWO LEVELS OCCUPIES THE SITE. IT IS SERVICED BY  
CENTRAL GAS HEAT AND AIR CONDITIONING. THERE IS PARKING FOR TWENTY--  
EIGHT CARS.

THE BUILDING IS AVAILABLE FOR LEASE OR PURCHASE.

PLEASE CONTACT US AT OUR OFFICE ( TEL. 790-5600 ) FOR FURTHER  
INFORMATION.

SINCERELY YOURS,





*Agenda # 029*

**CITY OF DANBURY**  
155 DEER HILL AVENUE  
DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

**PUBLIC WORKS**  
(203) 797-4537

**BASIL J. FRISCIA**  
DIRECTOR OF PUBLIC WORKS

January 29, 1987

TO: MAYOR JAMES E. DYER, AND MEMBERS OF THE COMMON COUNCIL  
FROM: B.J. FRISCIA, DIRECTOR OF PUBLIC WORKS *MF*

In an effort to update and streamline our ordinances may we offer the following changes as they pertain to Public Works. It is our opinion that the proposed changes will benefit our department and the City of Danbury.

1. Section 17-25 (0) Sidewalks  
Change to read "Sidewalks shall be concrete and a minimum of five feet wide." Remove third paragraph "Bituminous sidewalks ----built to grade."
2. Section 17-29 Guard Rails  
Change to read "When in the opinion-----as directed by the Superintendent of Highways and shall conform to the applicable State Highway Department specifications."
3. Section 17-61 Commencement of work under permit working days  
Remove "And no permit shall be issued."
4. Section 17-66 Final inspection and acceptance of permit work  
Change to read "Final inspection----highways or his assignee. The purpose -----."
5. Section 17-79 (D) Bituminous concrete overlay  
Change to read "The permittee may be required, at the option of the Superintendent of Highways to overlay the entire road width with bituminous concrete. The temporary -----."

I and the Superintendent of Highways will be available to answer any questions that may arise.

With your approval please place this request on the Common Council agenda for March 1987.

cc: Dan Minahan  
Jack Schweitzer  
Corporation Counsel



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

Welfare Department  
797-4569

February 19, 87

James E Dyer, Mayor  
City of Danbury  
Danbury CT, 06810

Re: Request for personnel

Dear Mayor Dyer:

On 1/21/86 you gave your approval to amend the Welfare Department's table of organization by adding the promotional position of medical caseworker. Included in the letter requesting that change were requests for two other positions. If it is also your intention to approve those changes, I would like to begin the necessary processes.

The caseworker promotional position of supervisor, to be classified at level 14, will require \$5580.00 in funding for the period of 4/1-6/30/87 and the second clerk typist II position will require \$3265.00 for the same period.

I am requesting that, upon your approval, this request for \$8845.00 be placed on the March 1987 Common Council meeting.

I have included both positions in the department's 1987-88 budget request.

Thank you for your consideration of this request.

Sincerely

Deborah Mckenzie

DM/jv



# CITY OF DANBURY

ROOM 328 — CITY HALL

DANBURY, CONNECTICUT 06810

REGISTRAR OF VOTERS

Feb. 11th, 1987

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

Due to the fact that canvassing the voter list by "door to door" has become an almost impossible task, the Registrars of Voters wish to undertake a canvass by mail this year.

A yearly canvass must be done each year by law. A mail canvass is used in all larger towns and cities through out the state. In recent years we have found more and more households are empty during the working day making it impossible to properly canvass. We wish to have as clean a voting list as possible for the eventual re-apportionment of the cities 7 voting districts.

Therefore we are asking the common council to appropriate \$15,000.00 to be put into our postage account so this canvass can be started in May 1987. We have enough money remaining in our budget to cover the cost of printing the necessary canvass materials.

Respectfully

*Jean M. Hazard*  
Jean M. Hazard

*George F. Schmiedel*  
George F. Schmiedel

Registrars of Voters.

Attached is sample of type of card to be used in above canvass. This card will also provide the registrars office with written signature of each voter in case the State mandates signature I.D. at the polls.

**IMPORTANT**

The Registrars of Voters must receive this form from you within thirty (30) days, completed and signed, so that the voter registry list will show your correct name and residence address. Failure to return this card may affect your right to vote in future elections. Please cooperate by returning this form within thirty (30) days. There is no need to put a stamp on the postcard.

**IMPORTANTE**

Los registradores de votantes deben recibir esta forma devuelta dentro de treinta (30) días, llena y firmada, con el proposito de tener un registro con su nombre y direccion correcto. Si no devuelve esta tarjeta puede afectarse su derecho a votar en futuras elecciones.

Por favor coopere devolviendo este forma dentro de treinta (30) días Esta tarjeta no necesita sello de correos.

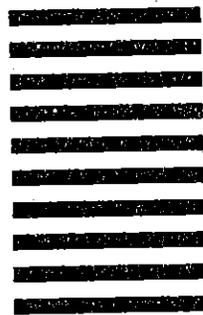


NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES

**BUSINESS REPLY CARD**

FIRST CLASS PERMIT # 1262 WATERBURY, CT 06702-9986

POSTAGE WILL BE PAID BY ADDRESSEE  
REGISTRARS OF VOTERS  
CHASE MUNICIPAL BLDG.  
236 GRAND STREET  
WATERBURY, CT 06702-9986



NOTICE OF CANVASS

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NAME \_\_\_\_\_ DATE \_\_\_\_\_  
ADDRESS \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_

**IMPORTANT! THIS CONCERNS YOUR RIGHT TO VOTE**

The registrars of voters are conducting a canvass of voters as required by law. Please check the statement or statements which apply to you, sign in the space provided below, and immediately return this form.

- My residence is at the address shown above.
- I have moved. The address of my new residence is: \_\_\_\_\_  
(If this new residence is in another town, you must register to vote in that town in order to be entitled to vote in the next election.)
- I am in military service.
- My name has been changed to: \_\_\_\_\_  
Please record this change on the voter registry list.

\_\_\_\_\_  
SIGNATURE OF ELECTOR

**AVISO IMPORTANTE**

NOMBRE \_\_\_\_\_ FECHA \_\_\_\_\_  
DIRECCION \_\_\_\_\_ FECHA DE NACIMIENTO \_\_\_\_\_

**¡IMPORTANTE! ESTO SE TRATA SOBRE SU DERECHO A VOTAR**

Los registrantes de Votantes estan condiendo una prozesos que es requerido por la ley. Por favor chequee la declaracion o declaraciones que se refieren a Ud., firme en el espacio prebevido abajo y devuelva el formulario inmediatamente.

- Mi direccion es la direccion puesta arriba.
- Me he mudado. La direccion de mi nueva residencia es: \_\_\_\_\_  
(Si esta nueva residencia es en otro pueblo, Ud. tiene que registrarse para votar en ese pueblo para poder votar en la proxima eleccion.)
- Estoy en el servicio militar.
- Mi nombre a sido cambeado a: \_\_\_\_\_  
Por favor ponga este cambio en la lista del registro de votantes.

\_\_\_\_\_  
FIRMA DEL ELECTOR

REGISTRARS OF VOTERS  
CHASE MUNICIPAL BLDG.  
236 GRAND STREET  
WATERBURY, CONN. 06702-9986  
ADDRESS CORRECTION REQUESTED

PRESORTED  
FIRST CLASS MAIL  
U.S. POSTAGE  
WATERBURY, CT  
PERMIT 38

NOTICE OF CANVASS  
(NOTICIA DE SOLICITACION)

**DO NOT LOSE YOUR RIGHT TO VOTE — Read Carefully**  
**NO PIERDA SU DERECHO DE VOTAR — Lea Cuidadosamente**



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

DEPARTMENT  
OF FINANCE

February 18, 1987

TO: Common Council via Mayor James E. Dyer Certification #28

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

We hereby certify the availability of \$15,000.00 to be transferred from the General Fund fund balance account to the Registrars of Voters' postage account #02-01-131-020501.

Balance of G.F. Fund balance	\$2,839,666.10
Less pending request	950.00
Less this request	15,000.00
Balance	<u>\$2,823,716.10</u>

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

DAS/af



**CITY OF DANBURY**  
**155 DEER HILL AVENUE**  
**DANBURY, CONNECTICUT 06810**

**JAMES E. DYER, MAYOR**

**PUBLIC WORKS**  
**(203) 797-4537**

**BASIL J. FRISCIA**  
**DIRECTOR OF PUBLIC WORKS**

February 19, 1987

TO: MEMBERS OF THE COMMON COUNCIL  
FROM: B.J. FRISCIA, DIRECTOR OF PUBLIC WORKS

\*\*\*\*\*

A request has been received by my office to rename one of two Cornell Roads in the City of Danbury.

As best can be determined this request can be granted or denied only by the Common Council after review with applicable departments.

Please place this request on your council agenda at your earliest convenience.

cc: Jacquelyn Cruz



**CITY OF DANBURY**  
**155 DEER HILL AVENUE**  
**DANBURY, CONNECTICUT 06810**

**JAMES E. DYER, MAYOR**

**PUBLIC WORKS**  
**(203) 797-4537**

**BASIL J. FRISCIA**  
**DIRECTOR OF PUBLIC WORKS**

February 19, 1987

TO: MEMBERS OF THE COMMON COUNCIL  
FROM: B.J. FRISCIA, DIRECTOR OF PUBLIC WORKS

\*\*\*\*\*

I have reviewed the request of the Snug Harbor Association for winter maintenance of their community. The roads affected are Snug Harbor Road, Ridge Road, Beach Road and Sunset Drive. All of these roads are private, and not accepted as city roads. Existing maintenance has been performed by private contractors hired by the association. The roads are narrow and very steep, much to hazardous to negotiate for plowing and sanding by a regular city truck. The maintenance of these private roads require a special "Pick up" 4 wheel drive truck equipped with a plow and sub-standard sanding jet attachment. The Department has only one such piece of equipment.

As directed by Mayor Dyer, we will schedule the winter maintenance of these roads on a regular basis depending on the availability of the required equipment.

Snug Harbor Rd ✓  
Ridge Rd ✓  
Bebet Rd ✓  
Sunset Drive ✓  
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.

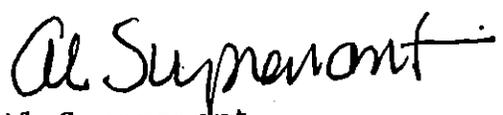
The Association proposes that the Town provide the snow removal services, using small plow and sand trucks appropriate for our roads in a similar fashion to that of our neighboring communities. This would be most convenient to our residents in order to insure their health and safety during snow storms 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



034

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

Emanuel A. Merullo  
Director of Personnel

JAMES E. DYER, MAYOR  
February 25, 1987

PERSONNEL DEPARTMENT  
(203) 797-4598

MEMORANDUM:

TO: James E. Dyer, Mayor

FROM: Manny Merullo *EAM*

RE: Approval of "Agreement between the City of Danbury and  
Local #891 and Council #15, AFSCME, AFL-CIO"

Negotiations for a successor contract between the City and the Police Union, Local #891 have resulted in a two year agreement beginning July 1, 1986 retroactively and ending June 30, 1988.

I am, herein, requesting approval of the agreement by the Mayor and the Common Council.

EAM:cmp  
cc: Dom Setaro, Comptroller  
Eric L. Gottschalk, Asst. Corporation Counsel

AGREEMENT

between

THE CITY OF DANBURY, CONNECTICUT

and

Local #891 and Council #15, AFSCME

AFL-CIO

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July 1, 1986 - June 30, 1988

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PREAMBLE

This Agreement entered into by the City of Danbury, Connecticut, hereinafter referred to as the City, and the Danbury Police Union, Local #891 and Council #15, AFSCME, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the City and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, working privileges or benefits or any other matters that come within the general meaning of the terms, working condition or condition of employment.

ARTICLE 1  
RECOGNITION

Section 1.1. The City recognizes the Union as the sole and exclusive bargaining agent for all full-time, permanent investigatory and uniformed members of the Police Department with the authority to exercise police powers, for all employees commonly referred to as Canine Control Officers, and Special Police Officers, exclusive of the Chief and Deputy Chief of Police.

Canine Control Officers are employed under the terms and conditions contained in Articles 30 through 46 inclusive.

Special Police Officers, who qualify as Union members, are employed under the terms and conditions of an exclusive Agreement.

ARTICLE 2  
DUES CHECK OFF

Section 2.1. The City has agreed to deduct from the paycheck of each employee who has signed, or who hereafter may sign an authorized payroll deduction card a sum certified in writing by the secretary or other authorized official of the Union to be Union dues.

Section 2.1.1. These deductions will be made once a month on the same day of each month as specified by the City, with the agreement of the Union.

Section 2.1.2. The Union agrees to hold the City harmless from any action taken by an employee or group of employees as a result of the City's making or failing to make the dues deductions as specified in this Article.

ARTICLE 3  
SENIORITY

Section 3.1. Department seniority, as used in this Article, is defined as the total length of continuous service in the employ of the City in the Police Department.

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Section 3.2. Rank Seniority, as used in this Article, is defined as the total length of service of an employee as a permanent appointee to a Rank.

Section 3.2.1. No employee shall acquire Rank Seniority in any Rank for any period that the employee serves in such Rank as a temporary or provisional appointee. During such period of temporary service, the employee shall continue to accrue Rank Seniority in the last Rank the employee served in as a permanent appointee.

Section 3.3. All newly appointed police officer[s] to the regular Police Department shall serve a probationary period of one [1] year.

Section 3.3.1. Upon completion of the probationary period as a Police Officer, an employee's department and rank seniority shall date from the original date of employment as a Police Officer.

Section 3.3.2. If more than one employee commences his or her employment with the Department on the same day, the seniority of each such employee shall be determined in accordance with the order of said employee's respective placing on the civil service examination.

Section 3.3.3. During the probationary period, the newly hired probationary employee shall be entitled to representation by the Union but actions taken with respect to discipline and discharge or other termination shall be in the sole discretion of the City and shall not be subject to the grievance and arbitration procedure.

Section 3.4. An employee shall lose all seniority if:

- [a] Said employee voluntarily terminates his employment with the Department;
- [b] Said employee is discharged for just cause;
- [c] Said employee fails to return to work upon expiration of a leave of absence, without a reasonable excuse in the opinion of the Chief of Police or the Mayor.

Section 3.5. Both Department and Rank Seniority shall accrue during any periods of authorized leave, whether paid or not.

Section 3.5.1. In the case of layoff or furlough, any such layoff or furlough shall be made in reverse order of Department Seniority.

#### ARTICLE 4 HOURS OF WORK

Section 4.1. The standard work will be forty hours.

Section 4.2. When permanent shift assignments are made, they shall be made in order of Rank Seniority.

Section 4.3. An employee shall be required to work on his regularly scheduled day off only in case of an emergency. The Chief of Police shall report to the Mayor, in writing, the basis on which such emergency was declared.

Section 4.4. The present practice of one employee working for another shall be permitted, provided:

- [a] Such substitution does not impose an additional cost onto the Department;
- [b] Such substitution is within Rank only;
- [c] The scheduling officer is notified, in writing, on forms provided by the City, not less than eight [8] hours prior to its becoming effective;
- [e] Neither the Department nor the City is held responsible for enforcing any agreements made between employees.

Section 4.5. The work schedule for all members of the Department shall be as follows:

- [a] Three [3] eight [8] hour tours of duty:

0001-0800 Hours  
 0800-1600 Hours  
 1600-2400 Hours

- [b] Members shall rotate tours of duty on a twenty-eight [28] day basis;
- [c] The work schedule shall consist of five [5] eight [8] hour days on, two [2] days off, five [5] eight [8] hour days on, three [3] days off, on a continuous basis.

Section 4.5.1. All personnel required to work a schedule, other than that outlined in subsections 4.5. [a], [b], or [c], shall be compensated with nineteen [19] extra check leave days during the fiscal year, in order to equate their time off to that of members working the standard work schedule. During the month of December, extra check leave days will be limited to one [1] per week for each eligible employee. Additionally, the taking of more than three [3] extra check leave days, either five [5] calendar days before or five [5] calendar days after scheduled vacation of five [5] or more vacation days is prohibited. Extra check leave days shall

accrue at a rate of one and one-half [1½] days per month, with the exception of July, when two and one-half [2½] extra check leave days shall accrue. In no event may check leave days be taken before they accrue. With the exception noted below, extra check leave days must be taken during the fiscal year in which they accrue.

Section 4.5.2. In case of emergency, the Chief of Police shall have the authority to alter the work schedule to provide for said emergency.

Section 4.5.3. The work schedule shall be called the Danbury Police Squad Schedule, and shall consist of three [3] squads [A, B, and C] for the purpose of days off. Once assigned to a squad, officers shall not change without the express written consent of the Chief of Police.

ARTICLE 5  
WORK ASSIGNMENT - SPECIAL SERVICES

Section 5.1. The terms "Special Services" or "Extra Police Work" for the purposes of this Article shall mean police duty for which an employee is paid indirectly by a party other than the City.

Section 5.2. All Special Service or Extra Police Work assignments shall be made by the Chief of Police, or his designated representative.

Section 5.2.1. Except as otherwise provided in Section 5.2.3, such assignments shall be made equally available to all employees in accordance with and allocated by means of a rotating card file system. Said system shall consist of cards, each bearing the name of an employee who has indicated his or her desire for and willingness to accept such work. As such assignments become available, they shall be allocated on a rotation basis. The cards of employees accepting assignments, and the cards of employees who reject such assignments, shall be placed at the rear of the file. Any Union Officer shall have access to such records at all times.

Section 5.2.2. New employees who indicate their desire to accept such work assignments shall have their cards placed at the rear of the file. It is the intent of this and the preceding section of this Article that all such work assignments shall be on an equitable basis, so that all employees, regardless of Rank, shall have an equal opportunity to perform such work if they have indicated a desire to accept such assignments.

Section 5.2.3. In the event that an employee is unable to work his or her regularly scheduled shift due to illness, said employee shall not be eligible to work assignments under this Article for a period of twenty-four [24] hours from the start of said employee's regularly scheduled shift from which the employee was absent due to illness.

Section 5.2.4. No employee will be allowed to work more than sixteen [16] hours in a twenty-four [24] hour period, except in emergency situations, or for time needed to complete an investigation initiated during an officer's tour of duty.

Section 5.3. Effective July 1, 1986, employees working on Extra Duty assignments shall be paid an hourly rate of two dollars [\$2.00] above the top-grade straight time hourly rate of a Police Officer, rounded to the nearest twenty-five cents [\$.25] with a minimum payment of four [4] hours, and a minimum of eight [8] hours if over four [4] hours, and time and one-half [1½] the hourly rate after eight [8] hours in any one [1] day and on weekends [Saturday and Sunday]; however, the rate shall be double-time on holidays. The City's per hour surcharge shall be one dollar and fifty cents [\$1.50].

Section 5.3.1. Guidelines for Private Duty Work: The following guidelines for Private Duty Work shall be adhered to:

1. Each Monday morning, commencing at 0700 hours, and until 0700 hours on Thursday mornings, officers shall sign up on the Private Duty Sheet in the Private Duty Work Office;
2. Any job[s] remaining open after 0800 hours on Thursdays, may be assigned to a Special Police Officer by the Private Duty Work Officer;
3. No Non-Union Police Officer will be allowed to sign up on the Private Duty Work Sheet. Non-Union Police Officers wishing private work must make personal contact with the Private Duty Officer;
4. Each regular full-time Danbury Police Officer may sign up for one [1] job over five [5] hours and one [1] job up to five [5] hours, or said officer may sign up for two [2] jobs of five [5] hours each; [This does not apply to City jobs.]

Each Police Officer working a private duty job will be responsible for filling out the Work Slip after each job as to the total hours worked;

Police Officers who are negligent in filling out these slips will find their pay delayed as a result;

These Special Services Work Slips are at the front desk and when completely filled out they are to be turned in to the Private Duty Work Officer;

- 5. Police Officers who have signed up for Private Duty Work may not be assigned to an overtime position. A Private Duty Work assignment precludes the acceptance of any other voluntary assignment.
  - [a] Shift Commanders in hiring to fill overtime vacancies will not offer overtime to those Officers scheduled for Private Duty Work Assignment[s] during the hours of such overtime assignment:
  - [b] The Private Duty Work Officer will leave a daily roster of Private Duty Work assignments at the front desk and the names of the men assigned to such duties;
  - [c] Only in an emergency will men assigned to Private Duty Work assignments be removed from their positions and given overtime.
  
- 6. If an Officer assigned to Private Duty Work finds that he or she cannot make it to said assignment, he or she must find a replacement and he or she must give preference to regular full-time Danbury Police Officers in finding said replacement.
  - [a] The Private Duty Work Officer must be notified of the change by the Police Officer finding his or her replacement.
  
- 7. In all matters mentioned above, including absences from and late arrival to Private Duty Work assignments, not previously mentioned above, shall be governed by the "Rules and Regulations" of the Danbury Police Department.

Section 5.4. Whenever four [4] or more employees are assigned to the same Special Services or Extra Duty job, to work the same hours, a Supervisor shall also be assigned whose function shall only be supervision. The rate of pay for any such supervisor shall be the same as the rate established under Section 5.3. above.

Section 5.5. All employees shall be reminded or notified, every six [6] months that Extra Duty Work may be available in the future, and any employee who so desires may, having indicated his/her prior willingness to accept such extra duty, nevertheless change his/her mind and have his/her name added to the card list, at the rear thereof, as henceforth available for such assignment.

Section 5.6. Only Union members shall be assigned to jobs where the employer so requests or where the project being serviced is a Union job.

ARTICLE 6  
HOLIDAYS

Section 6.1. The following holidays shall be paid under the following conditions, whether actually worked or otherwise:

- |                       |                        |
|-----------------------|------------------------|
| New Year's Day        | Labor Day              |
| Washington's Birthday | Thanksgiving Day       |
| Good Friday           | Christmas Day          |
| Memorial Day          | Veterans Day           |
| Independence Day      | Columbus Day           |
| Lincoln's Birthday    | Martin Luther King Day |

Section 6.1.1. Any time off with pay that may be allowed other employees of the City of Danbury as a result of unanticipated national day of mourning or national holiday shall be provided in equal measure for the members covered by this contract.

Section 6.1.2. A holiday falling within an employee's paid sick-leave or vacation period or on his regular day off shall be paid for as provided in this Article.

Section 6.2. Holiday pay for which an employee is eligible shall be accumulated and paid in a single payment on the first payday in November.

Section 6.3 Each employee shall receive holiday pay for twelve [12] legal holidays to be paid during the month of November of each year, as herein above provided. Holiday pay shall be for the fiscal year, beginning July 1st and ending the following June 30th. If an employee shall leave the Police Department after holiday pay has been paid, but not earned, said employee shall refund or have deducted from his final pay, a sum equivalent to the holiday pay so unearned.

ARTICLE 7  
VACATIONS

Section 7.1. Employees shall be granted time off with pay for vacations according to the following schedule:

- A. Each member or employee of the Police Department who has completed six [6] months of service shall receive one [1] week's vacation with pay.
- B. Each member or employee of the Police Department who has completed one [1] year of service shall receive two [2] weeks' vacation with pay. Such vacation shall be taken within the calendar year, except as provided in Section 7.2 of this Article.

- C. Each member or employee of the Police Department who has completed five [5] years of service shall receive three [3] weeks' vacation with pay. Such vacation shall be taken within the calendar year, except as provided in Section 7.2 of this Article.
- D. Each member or employee of the Police Department who has completed ten [10] years of service shall receive four [4] weeks' vacation with pay. Such vacation shall be taken within the calendar year, except as provided in Section 7.2 of this Article.
- E. Each member or employee of the Police Department who has completed fifteen [15] years of service shall receive five [5] weeks' vacation with pay. Such vacation shall be taken within the calendar year, except as provided in Section 7.2 of this Article.
- F. In order for Rank and Seniority to obtain their choice, their requests shall be submitted in writing before March 1st of each year.
- G. [a]. Employees eligible for fifteen[15] or fewer days of vacation shall be permitted to schedule no more than five [5] of their allotted days to be taken as single days provided a request is submitted at least eight [8] hours prior to the start of the scheduled work shift.  
 [b]. Employees eligible for more than fifteen [15] days of vacation shall be permitted to schedule no more than ten [10] of their allotted days to be taken as single days provided a request is submitted at least eight [8] hours prior to the start of the scheduled work shift.
- H. No changes in vacation dates shall be made except by mutual consent of the members affected by such change and subject to the approval of the Chief of Police.
- I. An employee who may be off duty on injury leave at the time of his annual vacation shall be entitled to have his or her vacation rescheduled if he or she so desires. At the request of such employee, the Chief shall reschedule the vacation period. The employee may indicate a desirable period, and if it does not conflict with the vacation choice of other members of the Department and does not create a personnel problem, said employee shall be granted such choice.

Section 7.2. An employee, at his or her option, may defer to, and accumulate, in the following year, up to one [1] week's

vacation. Any vacation time so deferred shall be taken in time only, and not in cash. Further vacation deferrals and/or accumulations may occur only with the approval of the Chief, or his designated representative. Employees who completed ten [10], fifteen [15] or sixteen [16] years of service during calendar year 1986 may defer an additional week over to calendar year 1987 for a total of ten [10] days. This is a one-time provision to accommodate negotiated changes in the Section 7.1 "D" and 7.1 "E".

Section 7.2.1. Any vacation time to which an employee may be entitled at the time of retirement may be taken as time off or paid at the prevailing hourly rate at the time of retirement at the employee's option.

Section 7.3. The number of personnel on vacation per shift shall be governed in all instances by the following:

Section 7.3.1. Three [3] Police Officers, one [1] Sergeant and one [1] Lieutenant or Captain per shift will be allowed off-duty on vacation at the same time for fifty-two [52] weeks per calendar year.

Section 7.4. All members of the bargaining unit shall be permitted to start their vacation on a day of their choosing, provided that such day does not conflict with the provisions of Section 7.3.1.

ARTICLE 8  
LEAVE PROVISIONS

Section 8.1. Sick leave as used in this Article shall be defined as absence from work without loss of pay by reason of a non-service connected illness or injury, or for medical, dental or ocular treatment which cannot be scheduled for non-working hours.

Section 8.2. The sick leave days credited for previous continuous employment in the Police Department shall be established in an individual non-redeemable bank of sick leave days to be used by the employees for non-service connected illness or injury.

Section 8.2.1. Employees shall earn sick leave days at the rate of 1.5 days per month. At the end of each fiscal

year, each employee may elect to redeem the unused sick leave days earned within that fiscal year at the rate of one-half [½] days pay per day redeemed. Requests for pay shall be made no later than the end of the third month following the fiscal year end. Unused sick leave days which are not redeemed shall be added to the employee's non-redeemable sick leave bank. Employees effected by this section will have sick leave days charged to the anticipated eighteen [18] days to be earned during the fiscal year. If the employee exceeds eighteen [18] sick leave days, the excess days will be drawn from the employee's sick leave bank.

This understanding is to accommodate employees who may be on sick leave for more days than they have earned to date during fiscal year. Example: Officer John Jones is out sick the first five [5] working days in September. According to contract, he has earned only three [3] days this fiscal year, one and one-half [1½] for each month of July and August. Despite these conditions, the City will continue to pay sick leave and eventually draw them from the eighteen [18] days Officer Jones will have accumulated during the year.

At the end of the fiscal year, or when an employee is terminated, the difference between the sick days earned during the current fiscal year and the number of used sick days will be calculated. If more than eighteen [18] sick days were used, the excess of eighteen [18] will be taken from the employee's bank. If less than eighteen [18] days were used, the difference between eighteen [18] and the number of used sick days will be added to the employee's non-redeemable sick leave bank, or redeemed in compliance with the terms of the contract.

Section 8.2.2. Newly hired employees shall begin work with a non-redeemable sick leave bank of eighteen [18] days and shall not earn additional sick leave days until their thirteenth month of employment.

Section 8.2.3. Employees who are on leave of absence as provided in Section 8.5 and 8.7 shall not earn sick leave days while on such leave.

Section 8.2.4. The Chief of Police or his designated representative shall check any employee who has reported sick.

Section 8.3. An employee absent on sick leave for more than five [5] working days or any member who is regularly and habitually absent for sickness shall be required to submit a doctor's statement containing as minimum information a diagnosis of the employee's illness and current physical condition, and a prognosis as to the employee's future susceptibility to disability. In addition, said employee may be required to submit to a physical examination at the City's expense by one of a panel of three doctors chosen by the City.

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Section 8.4. A maximum of three [3] days off with pay shall be allowed to an employee in the event of death in the immediate family of a member of the Department. For the purpose of this section immediate family shall be deemed to include mother, father, sisters, brothers, husband, wife, child, grandfather and grandmother, mother-in-law and father-in-law, step-father and step-mother, step-son and step-daughter. For other relatives, one day off with pay shall be allowed to a member who is scheduled for duty on the day of the funeral, regardless of the shift the employee may be scheduled to work.

Section 8.4.1. One [1] additional day off with pay may be granted at the discretion of the Chief of Police.

Section 8.4.2. Each member of the unit shall be entitled to take one [1] day of leave with pay to attend to personal or legal business, household or family matters. Except in cases of emergency, notice must be given to the Chief of Police, or his designee, not less than eight hours in advance. (Such leave shall be in compliance with Section 7.3.1.)

Section 8.5. Leaves of absence in excess of the number of days allowed in any calendar year shall be granted by the Chief of Police subject to approval of the Mayor. When on such leave without pay, the following conditions shall prevail:

- a. No pension credits shall accrue,
- b. No sick days will be earned,
- c. No vacation time will be earned which will result in a reduction of the normal vacation days on a pro-rata basis.
- d. Seniority will be preserved.
- e. Premium payments for medical insurance must be made by the employee.
- f. The officer will not be eligible nor can she/he accept Special Services or Extra Police Work assignments.

Section 8.6. Any employee disabled in the line of duty [including Heart and Hypertension] to the extent that a doctor selected by the City certifies that said employee is disabled shall receive full pay for the duration of the disability or until said employee is eligible for retirement or until said employee is eligible to make application for a disability retirement, which occurs first, provided, however, that in no instance shall the said employee's pay and Worker's Compensation benefits for lost time exceed said employee's normal pay.

Section 8.6.1. Other expenses incidental to such injury including, but not limited to medical and hospital expenses, shall be paid by the City as provided by the Worker's Compensation Act of the State of Connecticut.

Section 8.6.2. This provision shall cover any present member of the Police Force even though the condition which makes said employee unable to work resulted from an injury in line of duty prior to the date of this Agreement.

Section 8.7. Any permanent employee who leaves the service of the Police Department to join the Military Forces of the United States during time of war or other national emergency, or who is inducted into the service by Selective Service, shall be placed on military leave of absence without pay.

Section 8.7.1. Such leave shall extend for the period of such service with the military forces and ninety [90] days after the discharge from such service.

Section 8.7.2. Any employee on military leave who applies for re-employment within ninety [90] days from the date of his/her discharge, provided that such discharge is other than dishonorable, shall be entitled to the position the employee held at the time the employee's leave was granted, provided that said employee is capable of meeting the minimum qualifications of the job.

Section 8.7.3. Employees returning to Police Department employment from military leave shall be granted all re-employment rights provided under the Selective Service Act or similar state and/or federal legislation.

Section 8.7.4. Any vacancies resulting from employees entering the Armed Forces shall be filled only on a durational basis.

Section 8.7.5. Time so spent on military leave of absence shall be considered as continuous employment with the City.

Section 8.8. Military leave shall be granted, not to exceed two [2] weeks, to permanent employees when required to serve on active reserve or National Guard duty. During this period, the employee shall be paid the difference, if any, between the employee's regular police pay and military pay. Copies of orders to active duty shall be supplied to the department head. Leave provided for in this section shall not be charged to annual leave.

Section 8.9. All accumulated time leave, as indicated by properly certified departmental records, shall be compensated for by cash payment. Such payments shall be paid to any individual employee entitled thereto sixty [60] days after July 1st of each fiscal year.

Section 8.9.1. Members shall not be permitted to carry over more than twenty-four [24] hours of time leave beyond any fiscal year. Any time leave in excess of twenty-four [24] hours at the end of any fiscal year will be paid in accordance with the provisions of Section 8.9.

Training time leave [TTL] shall be compensated as compensatory time as defined and regulated by the Fair Labor Standards Act [FLSA]. Use of accumulated TTL is subject to the same limitations as are vacation days in Sections 7.3, 7.3.1 and 22.2, and at times of extraordinary manpower requirements.

Section 8.9.2. Employees retiring from service after July 1, 1986, shall receive cash payment for accumulated hours earned under the TTL provisions of Section 8.9.1 at the time of their retirement. Payment will be at the employee's Straight Time Hourly Rate at the time of retirement.

ARTICLE 9  
GRIEVANCE PROCEDURE

Section 9.1. This procedure is established to ensure an equitable resolution of all problems that arise as a result of the employer-employee relationship within the Police Department:

- A. Purpose: The purpose of the grievance procedure is to provide a means and method of settling employee grievances on as low an administrative level as possible and thereby achieve maximum efficiency as well as the highest morale within the Department.
- B. Definitions: A grievance for the purposes of this procedure shall be deemed to be employee or union complaint related to or concerned with:
  - 1. Discharge, suspension or other disciplinary action;
  - 2. Charges of discrimination or favoritism;
  - 3. Interpretation and application of rules, regulations and policies of the Police Department;
  - 4. Matters relating to the interpretation and application of the terms and conditions of this agreement.
- C. Time Extension: Time extensions beyond those set forth in this article may be agreed upon by mutual consent of the parties hereto.
- D. Procedure:
  - 1. Any employee who deems himself/herself to be aggrieved may avail himself/herself of the grievance procedure with or without the assistance of the Union.

- 2. Should an employee process a grievance through any of the steps hereinafter provided without seeking Union aid or assistance, the Union may, at its discretion, process the grievance anew from the first step, or from any of the next succeeding steps following that which the employee has utilized.
- 3. No grievance settlement made as a result of an individually processed grievance shall contravene the provisions of this agreement.

STEP ONE: Any department employee may, with or without the Union or other representation, discuss his or her grievance with an officer designated by the Chief of Police within 14 days of the date of the occurrence giving rise to the grievance.

STEP TWO: If the Chief's designee and the employee are unable to resolve the grievance, the same shall be presented in writing, signed by the employee or the employee's representative, to the Chief of Police who shall use his best efforts to settle the grievance. The decision of the Chief of Police shall be delivered in writing to the employee [and to the employee's representative, if the employee is so represented] within 3 working days after the presentation of the grievance.

STEP THREE: If the employee and the employee's representative, if represented, are dissatisfied with the decision rendered by the Chief of Police, or in the event there is none such, said employee or the employee's representative shall submit the grievance in writing to the Mayor or his designee. The Mayor, or his designee, shall, within ten [10] days of the receipt of the grievance, submit his decision in writing to the employee and the employee's representative.

STEP FOUR: If the grievance shall not have been disposed of to the satisfaction of the aggrieved employee and the employee's representative; or if the Mayor, or his designee, shall fail to render his decision within ten [10] days after the receipt of the grievance, the employee and the employee's representative shall have the right to submit the grievance for final solution to the Connecticut State Board of Mediation and Arbitration within twenty [20] days after the date of such decision by the Mayor, or his designee, or within thirty [30] days after receipt of the grievance by the Mayor, or his designee. The decision of said Board shall be final and binding upon both parties.

E. Failure to Answer: If at any step in the procedure hereinbefore outlined, the Department or the City fails to give its decision in the prescribed time, the grievance will automatically proceed to the next step, unless the extension of time required is mutually agreed upon in writing.

F. Police Union as Complainant: The Police Union shall have the right to submit grievances in the name of the Union

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in the same manner as is provided herein for individual employees or the Union.

G. Representation: Employees and the Union shall have the right and choice of representation whenever representation is desired by either an individual employee or the Union.

H. Recording of Minutes or Testimony: Either party shall have the right to employ a public stenographer and/or use a mechanical recording device at any step in the procedure, with the knowledge of the other party.

#### ARTICLE 10 UNION ACTIVITIES

Section 10.1. The Union shall notify, in writing, the Mayor and the Common Council of the names of all Union officers.

Section 10.2. The Department shall furnish the Union with an up-to-date departmental seniority list for the bargaining unit, together with the classifications and rates of pay of each such employee on the list.

Section 10.3. Police Union officers and delegates shall be given time off to attend local union meetings, state union meetings and conventions without loss of pay provided that at no time shall more than three employees of the department be granted this privilege while attending the same meeting or convention.

Section 10.4. Four [4] members of the Union negotiating committee shall be granted leave from duty with full pay for the purpose of attending all meetings with the City to negotiate the terms of the Collective Bargaining Agreement, when such meetings take place at a time when such members are regularly scheduled to be on duty.

Section 10.5. The Union grievance committee shall be granted leave from duty with full pay for all meetings between the Union and the City for the purpose of processing grievances, when such meetings take place at a time when the members of such grievance committee are regularly scheduled to be on duty as follows:

Section 10.5.1. Step Three - No more than three [3] members of the grievance committee shall be paid for all meetings with the Mayor or his designee to discuss grievances when the meeting is scheduled during their off duty hours.

Section 10.5.2. Step Four - The President of the Union or his designee and the aggrieved employee or employees shall be granted leave from duty with full pay.

ARTICLE 11  
COURT TIME

Section 11.1. Employees who may be required to attend any Court or meet with Court officials for any purpose during their off-duty hours, shall be paid by the city, in addition to any fees paid by the State, one-half of the employee's hourly rate of pay for each hour or portion thereof so spent.

Section 11.2. There will be a minimum of four [4] hours credit given for any appearance which involves four hours or less.

Section 11.2.1. When appearances involve more than four hours, the employee shall be credited with each hour or portion thereof rounded to the nearest hour or half hour.

Section 11.3. Employees who may be required to attend any Court or meet with Court officials for any purpose on their regular day off, or while off on vacation or other authorized leave, shall be paid by the City a sum of money which, when added to any fees paid by the State, shall total and be equal to a day's pay at one and one-half times the employee's hourly rate of pay.

Section 11.4. Time spent in Court by an employee shall be recorded each day that such appearances are made in Court on court time record slips provided by the department, which shall be so confirmed by the signature of a court official, and the employee and the Chief of Police shall each receive a copy thereof.

ARTICLE 12  
OVERTIME

Section 12.1. Compensation for all overtime duty shall be paid at the rate of time and one-half for all hours or any portion thereof in excess of eight hours per day or forty hours per week.

Section 12.2. Employees required to work on their regular day[s] off, whether for a full eight hour or less, shall be paid not less than a full day's pay at the rate of time and one-half.

Section 12.2.1. For the purpose of this section, a regular day off shall be an entire twenty-four hour period commencing at 0001 hours during which time the employee is not scheduled for a regular tour of duty.

Section 12.2.2. This provision shall not apply to employees required to report for duty on the 1600 hr. to 2400 hr. shift who may be required to stay on duty beyond the time of 2400 hours and into their regular day off when such overtime is necessary for the completion of an investigation which originated prior to 2400 hours and was not anticipated by the Department.

Section 12.2.3. This provision shall not apply to duty assignments related to any state of emergency when such emergency is declared by the Mayor or the Chief of Police.

Section 12.2.4. No employee is eligible to work an overtime assignment if the time frame of said assignment is in conflict with a "Special Services Assignment" which the employee has accepted.

Section 12.3. Terminal Pay. Employees required to return to duty within three [3] hours of the termination of their regular tour of duty shall be paid overtime at the rate of time and one-half [1½] commencing from the terminal hour of their regular tour of duty to the conclusion of such extra duty.

Section 12.3.1. Terminal hour shall mean the hour which marked the completion of the regular tour of duty.

Section 12.4. Employees who may be required to return to duty to perform overtime duties on a regular working day, and when such hours are not contiguous with the initial or terminal hour of the regular shift hours, and when such duty does not involve terminal pay as described in Section 12.3, shall be paid not less than four hours pay at the rate of time and one-half.

Section 12.4.1. For the purpose of this section, a regular working day shall be an entire twenty-four hour period commencing at 0001 hours during which time the employee is scheduled for a regular tour of duty.

Section 12.5. Overtime pay shall not be subject to minimum hours provisions when such overtime results from an extended tour of duty on any shift to properly complete an investigation or work assignment.

Section 12.6. Overtime shall be assigned to both regular and probationary employees on as equal a basis as possible.

Section 12.6.1. Overtime assignments shall be allocated by means of a card file system and a chart system. The card system shall consist of a file of cards bearing the name of the employee who has indicated his/her desire for the willingness to accept such work; the chart system will serve as a check and back up record featuring a fixed list of employees against which Extra Police Work Assignments accepted and rejected will be recorded. As assignments become available, they shall be offered on a rotation basis. The cards of employees accepting assignments and the cards of employees who reject such assignments without reasonable excuse will be placed at the rear of the file. Any union officer shall have access to such card file at all times.

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Section 12.6.2. New employees of the Department who indicate their desire for such work shall have their cards placed at the rear of such card file.

Section 12.7. Records of time and one-half overtime hours and records of regular straight time overtime hours shall be kept separately and a copy shall be given to the Union secretary monthly.

Section 12.8. Employees who do not want to accept overtime assignments shall be excused, but when so excused notations thereof shall be made on the overtime records, indicating that such employees have been offered but have refused to accept duty, the number of hours that would have been available to the employee, and these hours shall be considered as hours worked by the employee in the records.

Section 12.9. In cases of absences by Captains, Lieutenants, Sergeants and Police Officers, vacancies shall be filled, whenever possible, by an employee of the same rank of the absentee. In the absence of both ranking officers on the same shift, the department shall, whenever possible, fill the vacancy created by the last officer to advise the department of his intended absence. This shall be accomplished by affording an officer of comparable rank to such absent officer the same right to refuse such an assignment. Notwithstanding the provisions of Section 12.9.1, if a Lieutenant refuses such an assignment, the department may offer such work to Captains.

Section 12.9.1. If an employee of the same rank is not available for duty for replacement, the replacement shall be taken from the next lowest rank whenever practical in assigning overtime work.

Section 12.9.2. Supervisors when filling the vacancy of an officer of higher rank, are to receive the pay provided in the first step of the pay scale for the higher rank, and in keeping with the following proviso:

1. The supervisor shall receive the first step rate after said supervisor has filled the vacancy for at least seven days.
2. Each fiscal year the supervisor shall be required to qualify for the first step rate by accumulating the number of days provided for in "1" above.

Section 12.10. Whenever an overtime assignment results from the absence of a regular employee and it cannot be filled by an employee who is scheduled off-duty on that date, then employees regularly scheduled to duty on other shifts may be asked to work a double shift.

Section 12.11. Employees called in for work outside of their regular working hours shall be paid at the overtime rates specified in this agreement. Exception: on assignments requiring overnight stay [example: extradition of a prisoner] the determination of overtime hours during the execution of the assignment shall be mutually agreed upon by the Chief and the employee[s] involved.

ARTICLE 13  
UNIFORMS AND CLOTHING

Section 13.1. All employees of the regular police department shall be given a clothing allowance, payable to each employee the second payday in July. Provided, however, that a new member of the department shall receive the clothing allowance provided herein at the time of said employee's appointment, whenever appointed during the fiscal year, and shall thereafter receive the clothing allowance on the beginning of each ensuing fiscal year, except that no employee shall receive two such payments within the same six month period. Effective July 1, 1986, the clothing allowance shall be \$650.

Section 13.1.1. Effective July 1, 1986, all employees of the regular Police Department shall be given an equipment allowance of \$150 per annum, payable to each employee the second payday in July.

Section 13.2. The City shall reimburse any employee for loss or damage of clothing and/or personal property suffered in the performance of duty, including watches and eyeglasses within thirty [30] days of submission of receipts. Such claim for loss or damage shall be supported with reasonable proof of the loss or damage and of the value of the loss and amount of the damage.

ARTICLE 14  
PRESERVATION OF RIGHTS

Section 14.1. The City retains all rights it had prior to the signing of this agreement except as such rights have been specifically relinquished or abridged in this agreement.

Section 14.2. The signing of this agreement shall not abridge any employee's rights or privileges to which said employee is entitled by ordinance, charter, board ruling, or historical practice, unless such right or privilege is specifically covered by one or more terms of this agreement.

ARTICLE 15  
CITY'S RESPONSIBILITY OF CIVIL SUITS

Section 15.1. The City shall protect and save harmless any employee from financial loss and expenses arising out of any claim, demand, suit or judgment based upon injury to person or property, in which the act of causing such injury was not wanton, reckless or malicious, provided such employee was acting in the discharge of his/her duties or in the scope of his/her employment or under the direction of a superior officer.

Section 15.2. The City agrees to effectively assist any member in collecting any witness fee or fees due such member by reason of the employee's response to a subpoena issued by any attorney in connection with a civil or criminal court case and when the attorney issuing such subpoena fails, neglects or refuses to pay such member the witness fee or fees due said employee as provided by law.

ARTICLE 16  
WAGES

Section 16.1. The following salary schedules for the respective grades and ranks of the employees of the Police Department shall prevail for the following time periods:

Retroactively effective July 1, 1986 and ending June 30, 1987:

<u>Rank</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>*STEP 6</u>
Det. Capt.	34,453	35,772	37,204			
Captain	33,258	34,563	35,944			
Det. Liet.	31,990	33,194	34,189			
Lieutenant	30,822	32,010	32,970			
Det. Sergeant	29,537	30,645	31,105			
Sergeant	28,579	29,677	30,120			
Det. Pol. Off.	23,032	24,140	25,253	26,023	27,476	27,889
Police Off.	19,328	21,303	24,339	25,433	26,536	26,935

NOTE: The City agrees to pay each member on the roster when this agreement is ratified and signed, a one-time payment of one percent (1%) of the annual salary[s] he/she was receiving on June 30, 1986

Effective July 1, 1987 and ending June 30, 1988:

<u>Rank</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>*STEP 6</u>
Det. Capt.	36,520	37,918	39,436			
Captain	35,253	36,637	38,101			
Det. Lieut.	33,909	35,186	36,240			
Lieutenant	32,671	33,931	34,948			
Det. Sergeant	31,309	32,484	32,971			
Sergeant	30,294	31,458	31,927			
Det. Pol. Off.	24,414	25,588	26,768	27,584	29,125	29,562
Police	20,488	22,581	25,799	26,959	28,128	28,551

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\*Police Officers and Detective Police Officers will attain Step 6 after completion of ten [10] years of service.

Maintenance Supervisor to receive Lieutenant's rate of pay. Assistant Supervisor Maintenance Police Officer to receive Sergeant's rate of pay. Clerk Supervisor, Police Officer to receive Sergeant's rate of pay. Police Officer assigned to maintenance or clerk work in a non-supervisory capacity to receive Police Officer's rate of pay.

To ensure an increase in salary when appointed to a higher rank, the employee will receive as his/her Step 1 salary, the amount in the salary schedule of the new rank which is more than, but nearest to, the most recent salary he/she received in the former rank.

Section 16.2. Employees regularly scheduled to work a minimum of forty [40] hours per week, shall receive in addition to their regular pay or any pay increases that may be provided, an additional longevity payment in recognition of their length of service consistent with the following schedule and conditions:

Effective July 1, 1986 and ending June 30, 1987:

Ten [10] years of service, but less than fifteen [15] years - \$200.00.

Fifteen [15] years of service, but less than twenty [20] years - \$400.00.

Twenty [20] years of service or more - \$600.00.

Effective July 1, 1987:

Ten [10] years of service, but less than fifteen [15] years - \$250.00.

Fifteen [15] years of service, but less than twenty [20] years - \$500.00.

Twenty [20] years of service or more - \$750.00.

Longevity payments are made in a lump sum to an employee based on the employee's anniversary date, payable on the first payday in October.

Section 16.3. An annual payment of \$200 will be made to each member who retains certification as an EMT [Emergency Medical Training]. Payment will be made the second payday in June to a member who retained certification for the previous twelve [12] month period.

#### ARTICLE 17 VACANCY OF RANKS

Section 17.1. A request for an examination for advancement in rank of Sergeant, Lieutenant and Captain shall be made by the Mayor to the Civil Service Commission within twenty-one [21] days after the occurrence of any vacancy within the ranks of Sergeant, Lieutenant and Captain.

Section 17.2. Whenever a vacancy in the rank of Captain, Lieutenant or Sergeant occurs or a new rank or position is created such vacancy shall be filled within sixty [60] days of the establishment of a Civil Service certified eligibility list.

ARTICLE 18  
PENSION PLAN

Section 18.1. The City shall maintain the present Police Pension Plans for all police members of the pension plan as existed prior to the signing of a new pension plan which the Union and the City have agreed upon during negotiations for this agreement and shall be codified and signed after the signing of this agreement.

ARTICLE 19  
HOSPITALIZATION AND INSURANCE

Section 19.1. The City shall provide without the cost to the employees, for each employee and enrolled dependent, the following insurance:

Section 19.1.1. Hospitalization: Blue Cross of Connecticut Hospital coverage for 100% of the charges for a semi-private room for the first 485 days with maternity and student dependent riders.

Section 19.1.2. Major Medical and Surgical: Confederation Life Insurance Company, as contained in the proposal presented by John Hyatt Associates, Inc. of Danbury, Connecticut, providing coverage as follows:

Surgery: Reasonable and customary charges paid 100%. No deductible applied.

In-Hospital Doctor Visits: \$20 per visit by doctor while in-patient, plus three [3] additional visits following discharge. No deductible applied.

X-Ray & Lab.: \$100 per disability or twelve [12] consecutive months, whichever is longer. No deductible applied.

Maternity: Covered as any other disability as required by law.

Major Medical: Annual Deductible: \$ 50 per individual  
\$100 per family, maximum

Co-Insurance per calendar year: 80% of the 1st \$2,000 paid by Confederation Life. 100% of the balance paid by Confederation Life.

Maximum Benefit: \$1,000,000 per person per lifetime.

Dental Plan: Annual Deductible: \$25 per individual  
\$75 per family  
Waived for preventive.

Co-Insurance: 100% preventive  
80% routine  
50% major

Maximum: \$1,000 per calendar year

NOTE: Orthodontics included.

The points herein discussed shall be governed by the specific wording as expressed in the Confederation Life Insurance Contract.

No reference to insurance carriers in this contract shall prevent the City from changing insurance carriers during the term of this contract if the named carrier is unable to provide the benefits outlined at competitive rates.

Any subsequent coverage shall provide the same level of benefits as the present contract of insurance which shall include the ease and availability of claim processing and payment.

Section 19.1.3. The City shall insure the life of each employee for an amount equal to each one thousand dollars [\$1,000] of the employee's salary.

Section 19.2. The provisions of Sections 19.1.1. and 19.1.2. of the agreement between the parties dated July 1, 1978 through June 30, 1981 shall be continued for all members retiring after July 1, 1973 and before the signing of this agreement on a fifty-fifty cost-sharing basis.

Section 19.2.1. The City shall pay the cost of Blue Cross, and Major Medical coverage as defined in Article 19 of this Agreement for any employee and his enrolled dependents who retires after the signing of this Agreement in accordance with the provisions of Section 229 or Section 14-54 of the Police Pension Funds. In addition, the City shall pay 100% of the cost of the above-mentioned insurance in effect at the time of retirement for any employee and his enrolled dependents who is required to retire as the result of a job incurred injury. These benefits are provided by the City in consideration for the elimination of CMS 96 coverage.

ARTICLE 20  
UNION SECURITY

Section 20.1. All present employees within the bargaining unit who are members of the Union on the effective date of this Agreement, and all future members of the Police Department shall, as a condition of employment, remain or become and remain members in good standing. For the purpose of this Agreement, the terms "members in good standing" shall mean those members who have paid dues.

ARTICLE 21  
EDUCATION INCENTIVE PAY FOR DEGREE  
IN POLICE SCIENCE AND ADMINISTRATION

Section 21.1. Any employee who acquires credits shall receive annually, and in addition to any other remuneration, the sum of ten dollars [\$10] per credit.

ARTICLE 22  
CAR PATROL MINIMUMS

Section 22.1. It is agreed that there shall not be less than the following number of routine patrol sector cars on the various shifts and in keeping with the following schedule:

- 0800 hours to 1600 hours...7 cars
- 1600 hours to 2400 hours...9 cars
- 0001 hours to 0800 hours...7 cars

Section 22.2. It is further agreed that when there is a need to use off-duty Police Officers to maintain these minimums, such work opportunities shall be offered only to regulars.

ARTICLE 23  
GENERAL PROVISIONS

Section 23.1. If the City grants increases in fringe benefits to other departments, the Union may re-open this contract to negotiate for like benefits.

Section 23.2. All members of the Danbury Police Department shall be furnished with an identification card and leather case for carrying of the identification card and the officer's badge. The identification card shall clearly display the officer's photograph and such other information necessary to clearly identify the bearer as a member of the Danbury Police Department. Said identification card and badge case shall be the property of the City.

Section 23.3. All members of the Police Department shall be furnished a copy of the rules and regulations of the department. Said copy shall be the property of the City.

Section 23.4. All employees shall have the right to review their personal files upon reasonable request to the Chief of Police. The Chief of Police shall have the right to refuse such request if he can prove abuse of said privilege.

Section 23.5. The City shall provide a work schedule, published yearly, in order that employees may know their check leave days for the published period. Such schedule shall be published annually in the month of October.

Section 23.6. The City shall permit the use of all bulletin boards located within the Police Department building by the union for the posting of notices concerning union business. This shall not include the front lobby of the Police Department Building.

Section 23.7. All members of the Department shall, while on motor patrol duty, be permitted to wear a waist coat commonly known as a "leather car coat" or "leather car jacket." Said waist coat shall be the property of and shall be paid for by the individual employee.

ARTICLE 24  
HEALTH AND SAFETY

Section 24.1. To insure the health and safety of the members of the bargaining unit, each patrol vehicle shall be equipped with at least the following equipment:

- Oxygen tank in operable condition and all necessary accessories;
- Complete first aid kit;
- Fire extinguisher plus refill;
- Blanket;
- Six [6] road flares;
- Safety screens.

Section 24.1.1. All of the patrol vehicles shall be equipped with electronic sirens, public address system.

Section 24.2. No employee shall be required to operate any vehicle not so equipped, nor shall said employee be required to operate any vehicle which by the nature of its mechanical condition, or failure of equipment, is in violation of the laws of the State of Connecticut.

ARTICLE 25  
DISCIPLINARY ACTIONS AND DISCHARGE

Section 25.1. No employee shall be suspended, discharged, reduced

in rank or grade, or be subject to any other disciplinary action, except for just cause.

Section 25.2. A preliminary hearing may be held by the Chief of Police if, in his determination, the offense involved would warrant a suspension of five or fewer days. In the event a hearing is held by the Chief of Police, no further hearing will be scheduled in accordance with Section 25.3. If the employee is not satisfied with the decision of the Chief of Police, said employee may process a grievance under the provisions of Article 9, Grievance Procedure. The parties shall have the option of a representative of their choice in a hearing conducted by the Chief of Police and such hearing shall be closed to the public and press unless it is mutually agreed otherwise.

Section 25.3. Disciplinary hearings other than those conducted by the Chief of Police shall be conducted by the Mayor. All witnesses shall be sworn. Any member of the Department involved in any disciplinary action or proceeding shall at all times have the right and choice of representation. The City or the Union shall have the right to use a public stenographer to record the minutes of such hearings, or to employ mechanical recording devices for such purpose. All hearings shall be closed to the public and press unless it is mutually agreed by both the City and the Union that the hearing will be open.

Section 25.4. An employee facing departmental charges of any nature shall be provided with a complete written copy of such charges not later than five [5] days prior to any hearing thereon.

Section 25.5. In the event of the suspension of any member of the Department without pay, a hearing in accordance with the procedures set forth in this Article shall be held within ten [10] days of such suspension.

Section 25.6. Any employee who may be found guilty of any charges and subjected to punitive measures and/or discharge, shall have the right, as provided in Article 9, to appeal such decision to the Connecticut State Board of Mediation and Arbitration.

Section 25.7. Employees against whom departmental charges have been brought, and the City, shall have the right to have the hearing thereon rescheduled upon the showing of just cause, for a period not to exceed fifteen [15] days.

ARTICLE 26  
UNSPECIFIED BENEFITS

Section 26.1. The City of Danbury agrees further to continue in force all those benefits and privileges previously granted to and enjoyed by the members of the Danbury Police Department, but which have not been mentioned specifically herein.

ARTICLE 27  
RETROACTIVE PAY

Section 27.1. All payments of additional wages past due under this Agreement by reason of increases in wages, uniform allowance, educational incentive payments and seniority payments above the levels of June 30, 1986, shall be made by the City to the members of the Union not later than the third payday following the ratification of this Agreement by the Common Council.

ARTICLE 28  
VALIDITY

Section 28.1. If any Article or Section hereof is declared to be invalid, or violative of any law, statute, administrative ruling or judicial decision, such declaration of invalidity shall not affect the validity of any other Article or Section hereof, and the parties agree to re-open this agreement for the purpose of substituting provisions for such invalid provision.

ARTICLE 29  
DURATION

Agreement on Article 1 - Article 28 inclusive is effective July 1, 1986 through and including June 30, 1988, except as otherwise provided hereafter and shall automatically be renewed for additional periods of twelve [12] months unless negotiations for a new agreement are requested in writing by either party. All the provisions of Article 13, 16 and 21 are retroactive to July 1, 1986.

ARTICLE 30  
RECOGNITION

Section 30.1. The City recognizes the Union as the sole and exclusive bargaining agent for all full-time employees of the Police Department, commonly referred to as Canine Control Officers exclusive of the Chief and Deputy Chief of Police.

ARTICLE 31  
DUES CHECK OFF

Section 31.1. The City has agreed to deduct from the paycheck of each Canine Officer who has signed, or who hereafter may sign an authorized payroll deduction card, a sum certified in writing by the secretary or other authorized official of the Union to be Union dues.

Section 31.2. These deductions will be made once a month on the same day of each month as specified by the City, with the agreement of the Union.

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Section 31.3. The Union agrees to hold the City harmless from any action taken by an employee or group of employees as a result of the City's making or failing to make the dues deductions as specified in this Article.

ARTICLE 32  
SENIORITY

Section 32.1. Department seniority as used in this Article is defined as the total length of continuous service in the employ of the City in a capacity of Canine Control Officer.

Section 32.2. All newly appointed Canine Control Officers shall serve a probationary period of one year.

Section 32.3. Upon completion of the probationary period as Canine Control Officer an employee's seniority shall date from the original date of employment as a Canine Control Officer.

Section 32.4. An employee shall lose all seniority if:

- a). He/she voluntarily terminates his/her employment with the Department.
- b). He/she is discharged for just cause.
- c). He/she fails to return to work upon expiration of a leave of absence, without a reasonable excuse in the opinion of the Chief of Police or the Mayor.

Section 32.5. In the case of layoff or furlough, any such layoff or furlough shall be made in reverse order of Department Seniority.

ARTICLE 33  
HOURS OF WORK AND CALL-BACK PAY

Section 33.1. The standard work week shall be forty [40] hours.

Section 33.2. In case of emergency, the Chief of Police shall have the authority to alter the work schedule to provide for said emergency.

Section 33.3. No employee shall be paid unless he/she is at work, or in accordance with the conditions outlined in these rules, is authorized to be absent therefrom. Every employee shall notify his department head or supervisor, whenever possible, of his/her inability to report for work and the reason for such absence.

Section 33.4. For each incidence of call-back duty, the employee shall be compensated a minimum of four [4] hours at straight-time hourly rate.

ARTICLE 34  
HOLIDAYS

Section 34.1. The following are official holidays for employees:

New Year's Day	Good Friday	Columbus Day
Martin Luther King Day	Memorial Day	Veteran's Day
Lincoln's Birthday	Independence Day	Thanksgiving Day
Washington's Birthday	Labor Day	Christmas Day

Section 34.2. Exceptions:

- [a] No emergency or temporary employees shall be granted time off with pay except for those holidays which occur after said employee has completed ninety days of continuous employment just prior to the date of the holiday.
- [b] Any part-time employee shall be granted time off with pay if the holiday falls on a day when he/she would normally have been scheduled to work. The pay he/she receives shall be for the number of hours he/she would normally have been scheduled to work.

Section 34.3. Holiday pay for which an employee is eligible shall be accumulated and paid in a single payment on the first payday in November.

Section 34.4. Each employee shall receive holiday pay for twelve [12] legal holidays to be paid during the month of November of each year, as hereinabove provided. Holiday pay shall be for the fiscal year beginning July 1st and ending the following June 30th. If an employee shall leave the City's employ after holiday pay has been paid, but not earned, said employee shall refund or have deducted from his/her final pay a sum equivalent to the holiday pay so un-earned.

ARTICLE 35  
VACATION LEAVE

Section 35.1. Canine Officers shall accrue vacation leave for continuous service from the date of initial employment, but they are not credited with or eligible to use such leave until they have completed the probationary period and receive permanent appointment.

Section 35.2. Vacation accrual shall be:

- [a] One [1] calendar week after six [6] months continuous service.

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- [b] Two [2] calendar weeks after one [1] year continuous service.
  - [c] Three [3] calendar weeks after five [5] years continuous service.
  - [d] Four [4] calendar weeks after eleven [11] years continuous service.
  - [e] Five [5] calendar weeks after seventeen [17] years continuous service.

Section 35.3. Vacations shall be taken on fiscal year basis and qualifying time shall be during the fiscal year [that is: if 6 months service is completed during the fiscal year, then one week may be taken during that period; if one year service is completed during the fiscal year, then two weeks may be taken during that period, etc.].

Section 35.4. Vacation leave shall be discharged during the fiscal year except that an employee may request in writing that the appointing authority grant accumulation of not more than five working days to the next year.

Section 35.5. Vacation leave must be applied for by the employee and is subject to approval by the department head and/or appointing authority. Within each department certain periods of the year may be withheld as a non-vacation period. In case of conflict, department seniority shall be in effect.

Section 35.6. When the service of a permanent employee shall be terminated by resignation, death, dismissal or otherwise, he/she or his/her account shall be credited with the amount of pay based on earned leave.

Section 35.7. Pro-rated vacation for employees who terminate their employment before the start of a new vacation period shall be:

- [a] For employees hired prior to July 1, 1971, vacation shall be pro-rated from July 1st to date of termination.
- [b] For employees hired after July 1, 1971, vacation shall be pro-rated from anniversary of date of employment to date of termination.

ARTICLE 36  
LEAVE OF ABSENCE WITHOUT PAY

Section 36.1. No leave shall accrue for any period in which an employee is on leave of absence without pay.

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Section 36.2. One [1] personal day, in each calendar year, with pay, shall be granted each employee subject to prior approval by the Chief of Police or his designate.

ARTICLE 37  
SICK LEAVE

Section 37.1. All classified Canine Control Officers shall accrue sick leave for continuous service from date of initial employment, but they are not credited with or eligible to use such leave until they have completed the probationary period and receive permanent appointment.

Section 37.2. Sick Leave shall be fifteen [15] days per year and shall accumulate from year to year to a total of one hundred fifteen [115] days. After 115 days have accumulated, Canine Control Officers shall be paid, at their request, for any additional sick days not taken. Reimbursement for these days shall be at full pay. Upon retirement, any accumulated sick days not taken shall be paid to the employee at 100 percent reimbursement. In case of the death of the Canine Officer before retirement, any accumulated sick days will be paid to his/her spouse or estate at 100 percent reimbursement.

Section 37.3. If a Canine Control Officer is terminated:

- [a] For cause, he/she shall receive no payment for accrued sick leave.
- [b] By resignation, he/she shall receive no payment for accrued sick leave. However, if the employee is re-employed on a permanent basis within one calendar year from the date of his/her resignation, he/she shall be credited with the amount of sick leave accrued to his/her credit on the effective date of his/her resignation.

Section 37.4. Failure on the part of an employee to notify his/her department head promptly of his/her absence due to sickness may be cause for denial of sick leave privilege. A physician's certificate or other satisfactory evidence in support of any request for sick leave with pay covering an absence of more than three consecutive working days will be required at the discretion of the department head and/or appointing authority.

Section 37.5. Holiday: A holiday occurring during approved sick leave shall be recorded as a holiday and not as a day of leave.

Section 37.6. Injury leave shall not be charged to Sick Leave.

Section 37.6.1 Any Canine Control Officer disabled in the line of duty to the extent that a doctor selected by the City certifies that he/she is totally disabled shall receive full pay for the duration of such disability or until he/she is eligible for retirement or

until he/she is eligible to make application for a disability retirement, whichever occurs first, provided however, that in no instance shall his/her pay and Workers' Compensation benefits for lost time exceed his/her normal pay.

Section 37.6.2. Other expenses incidental to such injury including but not limited to medical and hospital expenses, shall be paid by the City as provided by the Workers' Compensation Act of the State of Connecticut.

Section 37.6.3. This provision shall cover any present member of the Department even though the condition which makes him/her unable to work resulted from an injury in line of duty prior to the date of this Agreement.

ARTICLE 38  
CIVIL, EMERGENCY AND SPECIAL LEAVE

Section 38.1. A Canine Officer shall be given time off without loss of pay, annual leave or sick leave when:

[a] Death in Family -

In the event of death in the immediate family when as much as three working days leave may be granted. Immediate family means wife, husband, mother, father, sister, brother, child, grandmother, grandfather, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, or any relative who is domiciled in the employee's home. One day leave may be granted for the funeral of first aunts or uncles.

[b] Summoned to appear as a witness before a court, grand jury, or other public body or commission.

[c] Performing emergency civilian duty in relation to national defense.

[d] Participating in a City Merit System examination on a regular work day or taking a required examination pertinent to employment for the City.

[e] The appointing authority be authorized to grant time off for a reasonable purpose such as seminars, lectures and other educational purposes where the City may benefit.

ARTICLE 39  
MILITARY TRAINING LEAVE

Section 39.1. An employee in the classified service, who, by reason

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of membership in the United State Military, Naval or Air Reserve, or in the Connecticut National Guard or Naval Reserve, is required by the appropriate authorities to participate in training activities or in active duty shall be granted military leave not to exceed fifteen [15] days in any one calendar year and shall receive for such a period the amount of pay less any payment received for military service other than expenses, equal to his/her regular salary. Should the employee be required to participate in such training activities for a period greater than fifteen [15] days, he/she shall continue to accrue annual and sick leave credits. Such training activities as defined in this section shall not include weekly drill nights or similar drill periods lasting less than one day or training periods generally of the members of the respective armed services.

ARTICLE 40  
LEAVE WITHOUT PAY FOR FIVE DAYS OR LESS

Section 40.1. A leave of absence without pay not to exceed five consecutive work days at one time may be granted to any employee who requested in writing and approved by the department head and appointing authority. The maximum cumulative periods of such leave shall not exceed thirty [30] working days in any twelve month period.

ARTICLE 41  
WAGES

Section 41.1. Effective January 1, 1987 the following annual pay schedules shall apply:

Head Dog Warden	\$22,878 per year
Assistant Dog Warden	\$21,585 per year

Section 41.2. Effective July 1, 1987 the following annual pay schedules shall apply:

Head Dog Warden	\$24,251 per year
Assistant Dog Warden	\$22,880 per year

Section 41.3. Effective January 1, 1987 each employee shall receive a uniform and equipment allowance of \$800.00 per fiscal year payable to each employee the second payday in July.

ARTICLE 42  
PENSION PLAN

Section 42.1. The City of Danbury agrees that the City of Danbury Pension Plan for General Employees approved by the Common Council of the City of Danbury on July 3, 1973, and any amendments thereto

resulting from negotiations between the City and Unions representing City employees covered by the Pension Plan shall become a part of this contract.

ARTICLE 43  
EMPLOYEE MEDICAL AND LIFE INSURANCE

Section 43.1. Health and Life Insurance plans shall be as follows:

Section 43.1.1. Hospitalization: Blue Cross of Connecticut hospital coverage for 100 percent of the charges for semi-private room for the first 485 days with maternity and student dependent riders.

Section 43.1.2. Major Medical and Surgical: Confederation Life Insurance Company, as contained in the proposal presented by John Hyatt Associates, Inc., of Danbury, Connecticut [or its equivalent] providing coverage as follows:

Surgery: Reasonable and Customary charges paid 100 percent. No deductible applied.

In-Hospital Doctor Visits: \$20 per visit by doctor while in-patient plus three [3] additional visits following discharge. No deductible applied.

X-Ray & Lab: \$100 per disability or twelve [12] consecutive months, whichever is longer. No deductible applied.

Maternity: Covered as any other disability as required by law.

Major Medical:

Annual deductible: \$50 per individual  
\$100 per Family Maximum

Co-Insurance per Calendar Year:

80% of the 1st \$2,000 paid by Confederation Life.  
100% of the balance paid by Confederation Life.

Maximum Benefit: \$1,000,000 per person per lifetime.

Dental Plan:

Annual deductible: \$25 per Individual  
\$75 per Family Waived for Preventive

Co-Insurance: 100% Preventive  
80% Routine  
50% Major

Maximum: \$1,000 per calendar year.

Note: Othodontics included.

The points herein discussed shall be governed by the specific wording as expressed in the Confederation Life Insurance Contract.

No reference to insurance carriers in this contract shall prevent the City from changing insurance carriers during the term of this contract if the named carrier is unable to provide the benefits outlined at competitive rates.

Any subsequent coverage shall provide the same level of benefits as the present contract of insurance which shall include the ease and availability of claim processing and payment.

Section 43.1.3. Life Insurance: \$10,000.

ARTICLE 44  
GRIEVANCE PROCEDURE

Section 44.1. This procedure is established to ensure an equitable resolution of all problems that arise as a result of the employer-employee relationship within the Police Department.

- A. Purpose: The purpose of the grievance procedure is to provide a means and method of settling employee grievances on as low an administrative level as possible and thereby achieve maximum efficiency as well as the highest morale within the Department.
- B. Definitions: A grievance for the purposes of this procedure shall be deemed to be employee or Union complaint related to or concerned with:
  1. Discharge, suspension, or other disciplinary action.
  2. Charges of discrimination or favoritism.
  3. Interpretation and application of rules, regulations, and policies.
  4. Matters relating to the interpretation and application of the terms and conditions of this Agreement.
- C. Time Extensions: Time extensions beyond those set forth in this Article may be agreed upon by mutual consent of the parties hereto.

D. Procedure:

1. Any employee who deems himself/herself to be aggrieved may avail himself/herself of the grievance procedure with or without the assistance of the Union.
2. Should an employee process a grievance through any of the steps hereinafter provided without seeking Union aid or assistance, the Union may, at its discretion, process the grievance anew from the first step, or from any of the next succeeding steps following that which the employee has utilized.
3. No grievance settlement made as a result of an individually processed grievance shall contravene the provisions of this Agreement.

Step One: Any department employee may, with or without Union or other representative, discuss his/her grievance with the Chief of Police within fourteen [14] days of the incident.

Step Two: If the employee and his/her representative, are dissatisfied with the decision rendered by the Chief of Police, or in the event there is none such, said employee and/or his/her representative shall submit the grievance in writing to the Mayor within 5 days of first step answer. The Mayor, or his designee, shall, within ten [10] days of the receipt of the grievance, submit his decision in writing to the employee and his/her representative.

Step Three: If the grievance shall not have been disposed of to the satisfaction of the aggrieved employee and his/her representative or if the Mayor, or his designee, shall fail to render his decision within ten [10] days after the receipt of the grievance, the employee and his/her representative shall have the right to submit the grievance for solution to the Connecticut State Labor Board of Mediation and Arbitration within twenty[20] days of the Step Three answer.

The decision of the State Labor Board shall be final and binding upon both parties.

E. Failure to Answer: If any step in the procedure hereinbefore outlined, the Department or the City fails to give its decision in the prescribed time, the grievance will automatically proceed to the next step, unless the extension of time required is mutually agreed upon in writing.

F. Union as Complainant: The Union shall have the right to submit grievances in the name of the Union in the same manner as is provided herein for individual employees.



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

DEPARTMENT  
OF FINANCE

February 24, 1987

TO: Common Council via Certification #32  
 Mayor James E. Dyer

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

We hereby certify the availability of \$217,500.00 to be transferred from the General Fund fund balance to the following line items in the Police Department's budget as a result of the contract settlement reached between the City and the police union.

02-02-100-010100 - Regular Salaries	\$188,000.00
02-02-100-011009 - Holiday Pay	16,000.00
02-02-100-041000 - Clothing, Dry Goods, Linen	13,500.00
	<u>\$217,500.00</u>
Balance of G.F. Fund Balance	\$2,839,666.10
Less pending requests	150,698.00
Less this request	217,500.00
Balance	<u>\$2,471,468.10</u>

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

DAS/af



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

## REPORT

March 3, 1987

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

Re: Request for Funds for New Taxiway and  
Fencing at the Airport

The committee appointed to review the request for funds for a new taxiway and fencing at the Danbury Airport met on February 6, 1987 at 8:00 P.M. in City Hall. In attendance were Committee Members Sollose, Farah and Smith and Airport Administrator Paul Estefan.

Mr. Estefan requested that the City of Danbury make application for a Federal and State Grant in the amount not to exceed \$685,000 with a local match of 2½% equaling an amount of \$17,125.

The amount of \$17,125. from the City will be used to construct a paved parking area and a stub taxiway. This project will improve the safety and efficiency of Airport operations. All costs are estimates based on Engineering Study. The final amounts are contingent on active bids received within and in compliance with federal and state regulations.

Mr. Smith made a motion that the amount of \$17,125 which constitutes 2½% of the total cost of the project be approved. Mr. Sollose seconded the motion. Motion carried unanimously.

Mr. Estefan's second request - that the City of Danbury make application for a Federal and State Grant in the amount not to exceed \$194,000 with a local match of 2½% equaling an amount of \$4,850.

The amount of \$4,850 from the City will be used for the following:

1. Installation of a 8' chain link fence which would prevent deer and pedestrians from entering Airport property.
2. An 84" Diameter Culvert to allow the proposed fence to cross an existing drainage ditch.
3. An automatic gate and cord station to prevent

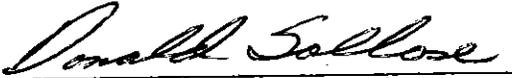
unauthorized vehicles from entering runways, taxiways and aprons.

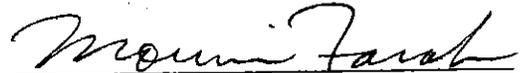
All costs are estimates based on an engineering study. The final amounts are contingent on active bids received within and in compliance with federal and state regulations.

Councilman Farah moved that the committee recommend to the Common Council the approval of funding of \$4,850 which constitutes 2½% of the total cost of the project. Councilman Sollose seconded the motion and so passed.

Meeting adjourned at 9:15 P.M.

Respectfully submitted,

  
DONALD SOLLOSE, Chairman

  
MOUNIR FARAH

  
STANFORD SMITH



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

DEPARTMENT  
OF FINANCE

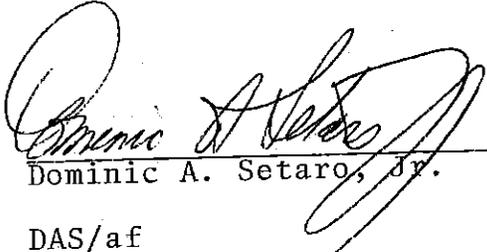
February 27, 1987

TO: Common Council via Mayor James E. Dyer Certification #33

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

We hereby certify the availability of \$21,975 to be transferred from the General Fund fund balance to two new capital accounts as follows:

Airport Parking & Stub Taxiway	\$17,125.00
Airport Fencing & Gate	4,850.00
	<u>\$21,975.00</u>
Balance of G.F. Fund Balance	\$2,839,666.10
Less pending requests	368,198.00
Less this request	21,975.00
Balance	<u>\$2,449,493.10</u>

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



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

## REPORT

March 3, 1987

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

Re: Request for Funds for New Taxiway and Fencing at the Airport

The committee appointed to review the request for funds for a new taxiway and fencing at the Danbury Airport met on February 6, 1987 at 8:00 P.M. in City Hall. In attendance were Committee Members Sollose, Farah and Smith and Airport Administrator Paul Estefan.

Mr. Estefan requested that the City of Danbury make application for a Federal and State Grant in the amount not to exceed \$685,000 with a local match of 2½% equaling an amount of \$17,125.

The amount of \$17,125. from the City will be used to construct a paved parking area and a stub taxiway. This project will improve the safety and efficiency of Airport operations. All costs are estimates based on Engineering Study. The final amounts are contingent on active bids received within and in compliance with federal and state regulations.

Mr. Smith made a motion that the amount of \$17,125 which constitutes 2½% of the total cost of the project be approved. Mr. Sollose seconded the motion. Motion carried unanimously.

Mr. Estefan's second request - that the City of Danbury make application for a Federal and State Grant in the amount not to exceed \$194,000 with a local match of 2½% equaling an amount of \$4,850.

The amount of \$4,850 from the City will be used for the following:

1. Installation of a 8' chain link fence which would prevent deer and pedestrians from entering Airport property.
2. An 84" Diameter Culvert to allow the proposed fence to cross an existing drainage ditch.
3. An automatic gate and cord station to prevent

unauthorized vehicles from entering runways, taxiways and aprons.

All costs are estimates based on an engineering study. The final amounts are contingent on active bids received within and in compliance with federal and state regulations.

Councilman Farah moved that the committee recommend to the Common Council the approval of funding of \$4,850 which constitutes 2½% of the total cost of the project. Councilman Sollose seconded the motion and so passed.

Meeting adjourned at 9:15 P.M.

Respectfully submitted,

DONALD SOLLOSE, Chairman

MOUNIR FARAH

STANFORD SMITH

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.



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

## REPORT

March 3, 1987

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

Re: Fire Department Equipment

The committee appointed to review the request for new equipment for the Fire Department met on February 23, 1987 at 8:00 P.M. in City Hall. In attendance were Committee Members Gallo, Butera and Rotello.

After several committee meetings and a meeting between Councilman Gallo, Comptroller Setaro and Mayor Dyer, it was decided by the committee to recommend to the Common Council the purchase of one pumper. Some of the reasons that led to this decision are as follows:

1. The Fire Department equipment is breaking down on a daily basis.
2. The Fire Department has been borrowing trucks off and on for the past seven months.
3. Delivery of a new pumper is eleven months, necessitating the need to order immediately, rather than July 1, 1987.
4. There is presently \$71,157 in Revenue Sharing which can be used to offset the purchase price of \$199,405 leaving a balance of \$128,248.

Louis Rotello moved to recommend the purchase of this pumper to the Common Council. Janet Butera seconded. The vote was unanimous.

Respectfully submitted,

\_\_\_\_\_  
BERNARD GALLO, Chairman

\_\_\_\_\_  
JANET BUTERA

\_\_\_\_\_  
LOUIS ROTELLO



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

DEPARTMENT  
OF FINANCE

February 24, 1987

TO: Common Council via  
Mayor James E. Dyer

Certification #31

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

We hereby certify the availability of \$128,248.00 to be transferred from the General Fund fund balance to a new capital line item in the capital budget entitled New Fire Truck.

Balance of G.F. Fund Balance	\$2,839,666.10
Less pending requests	22,450.00
Less this request	128,248.00
Balance	<u>\$2,688,968.10</u>

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

DAS/af



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

## REPORT

March 3, 1987

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

Re: 7 Brushy Hill Road

The committee appointed to review the request of 7 Brushy Hill Road met on February 11, 1987 at 7:30 P.M. in City Hall. In attendance were Council Members Rotello and Charles.

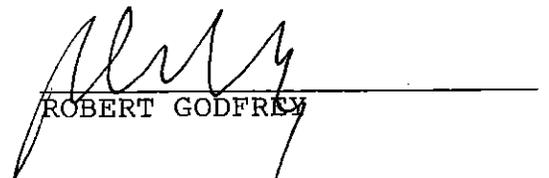
The committee was charged with approving the transfer of city owned property at 7 Brushy Hill Road at the request of the Planning Department. A report was sent to the Planning Commission and it was given a favorable report.

A motion was made by Louis Charles and seconded by Louis Rotello to have said property at 7 Brush Hill be transferred to the Non-Profit Development Corporation. The motion passed un-animously.

Respectfully submitted,

  
\_\_\_\_\_  
LOUIS ROTELLO, Chairman

  
\_\_\_\_\_  
LOUIS CHARLES

  
\_\_\_\_\_  
ROBERT GODFREY



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

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LOUIS ROTELLO, Chairman

---

LOUIS CHARLES

---

ROBERT GODFREY



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

REPORT

March 3, 1987

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

Re: Offer to sell land on Hayestown and East Hayestown  
Road to the City

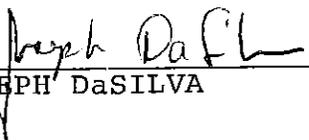
The committee appointed to review the offer to sell land on Hayestown and East Hayestown Roads to the City (Agenda Item 012 of the November, 1986 meeting) met on February 17, 1987 at 6:30 P.M. in Room 432 of City Hall. In attendance were Committee Members Anthony Cassano, Louis Charles and Joseph DaSilva. Also present was Parks and Recreation Director Robert Ryerson.

The committee reviewed the offer with its general real estate information and the negative recommendation of the Planning Commission (letter of November 24, 1986). Two adjoining pieces of property are involved - 17 East Hayestown Road (0.71 acre) and 29 Hayestown Road (0.76 acres). The zoning is RR10 and the latest package price is \$805,000 for both. The rear boundary of the East Hayestown Road property abuts the existing parking lot for the Danbury Town Beach.

Mr. Ryerson explained that his only interest in the property is as a possible parking area for Hatters Park (and the anticipated skating rink). There is a need for additional parking at Hatters Park and the goal for the rink is 300 parking spaces minimum.

The committee and Mr. Ryerson were convinced that \$800,000 is far too much to pay for parking lot land but the committee agreed to assemble further information before finalizing a recommendation. Mr. Ryerson agreed to obtain from the Engineering and Planning Departments details on the existing zoning regulations for the property, an evaluation of the suitability of the property as a parking lot and an estimate of the number of resultant parking spaces.

The meeting adjourned at 7:00 P.M.

  
JOSEPH DaSILVA

Respectfully submitted,  
  
ANTHONY CASSANO, Chairman  
  
LOUIS CHARLES



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

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Honorable Members of the Common Council

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JOSEPH DaSILVA

ANTHONY CASSANO, Chairman

LOUIS CHARLES



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

## REPORT

March 3, 1987

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

Re: Safe Rides Program

The committee appointed to review a request for the Safe Rides Program met at 7:30 P.M. on February 17, 1987. In attendance were committee members Hadley, Sollose and DaSilva. Also in attendance were Ken Flowers, Rachel Glasser and Ann Howes representing Safe Rides.

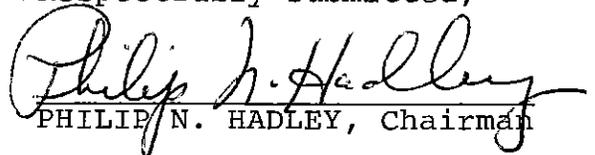
Mr. Flowers explained that Safe Rides is an organization to give rides to people who have been drinking. Miss Glasser added that it is a program of students helping students. She said that they are asking for \$950.00 to cover insurance, membership fees, publicity, training, printing and mailing. The Mayor has already given \$350. There are ninety interested students to serve in the program. The program would like to work out of the YMCA building.

Mr. Hadley stated that he would like the representatives to report on any unused funds from the last Safe Rides program.

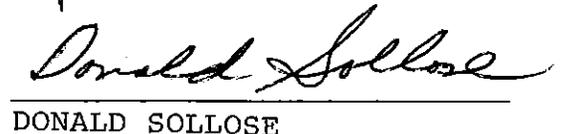
Mr. Sollose made a motion to appropriate \$950.00 requested by the Safe Rides Program with the stipulation that Miss Glasser and Mr. Flowers investigate any unused funds from the last group in 1985. Mr. DaSilva seconded. Motion passed unanimously.

Mr. Sollose moved to adjourn. Mr. DaSilva seconded. Meeting adjourned at 7:47 P.M.

Respectfully submitted,

  
PHILIP N. HADLEY, Chairman

  
JOSEPH DaSILVA

  
DONALD SOLLOSE



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

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Respectfully submitted,

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\_\_\_\_\_  
JOSEPH DaSILVA

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



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

## REPORT

March 3, 1987

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

Re: Maplecrest Development/Aunt Hack Ridge Estates

The committee appointed to review the request of Maplecrest Development/Aunt Hack Ridge Estates Development, Inc. (Agenda Item 029 of the December 1986 meeting) met on February 17, 1987 at 7:00 P.M. in Room 432 of City Hall. Present at the meeting were Committee Members Anthony Cassano and Nicholas Zotos. Also present were Director of Public Works Basil Friscia, City Engineer Jack Schweitzer, Superintendent of Utilities William Buckley, Comptroller Dominic Setaro and Assistant Corporation Counsel Eric Gottschalk.

The committee was given a brief history leading up to the request. The subdivision (and sewer) project was approved in 1979. In early 1986, a new subdivision approval was required and obtained from the Planning Commission. The original sewer approval did not contain a deadline provision and remained in effect. The Public Works Department reviewed the original sewer routing and concluded that the result would be a sewer line difficult or impossible to maintain. The developer was requested to re-route the sewer. He first refused but then relented and agreed on the condition that the City pay for the new required easement since the developer had procured the easements needed for the original sewer run. Following this, the developer paid \$2,500 to procure the new easement. The petition to the Common Council (from Messrs. Buckley, Schweitzer and Gottschalk) is for the reimbursement of the \$2,500 (from the Sewer Fund) to the developer.

The sewer line is scheduled to be put in this spring (1987) and connected to a pumping station near the Rose Tomorrows Restaurant.

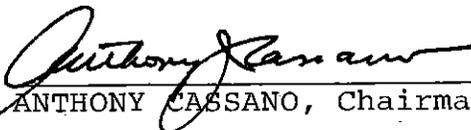
The committee had reservations about reimbursements of this type but had to consider the unanimous opinions of the Public Works Department (regarding the apparent difficulty of maintaining

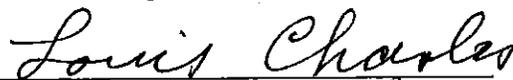
the original sewer plan) and the Corporation Counsel (regarding the legal implications of the first sewer approval).

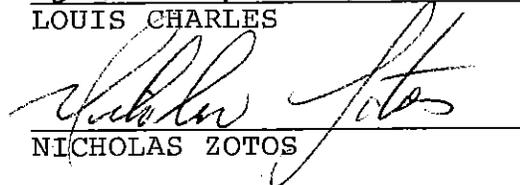
Mr. Zotos moved that the committee recommend to the Common Council that the recommendation and petition of Messrs. Buckley, Schweitzer and Gottschalk be accepted. The necessary funds are currently in the Sewer Fund. No certification is necessary. Mr. Cassano seconded and there was unanimous approval.

The meeting adjourned at 7:30 P.M.

Respectfully submitted,

  
ANTHONY CASSANO, Chairman

  
LOUIS CHARLES

  
NICHOLAS ZOTOS



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

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JAMES E. DYER, MAYOR

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the original sewer plan) and the Corporation Counsel (regarding the legal implications of the first sewer approval).

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The meeting adjourned at 7:30 P.M.

Respectfully submitted,

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ANTHONY CASSANO, Chairman

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LOUIS CHARLES

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NICHOLAS ZOTOS



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

## REPORT

March 3, 1987

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

Re: Novo Laboratories, Inc.

The Common Council Committee appointed to review the request of Novo Laboratories for a waiver of the granite curbing requirement (Agenda Item 012 of the February, 1987 meeting) met on February 17, 1987 at 7:30 P.M. in Room 432 of City Hall. Present at the meeting were committee members Anthony Cassano, Janet Butera and John DeMille. Also present were Public Works Director Basil Friscia, City Engineer Jack Schweitzer and Attorney David Bennett, representing Novo Labs.

The committee reviewed the petition requesting a waiver to the Danbury regulations requiring granite curbing for the reconstruction of Turner Road. Mr. Schweitzer stated that normally a 36 foot wide road with granite curbing is required. His opinion is that the granite curbing is even more necessary for the 22 foot wide road planned by Novo. The granite is needed to avoid damage done to the road by service equipment (e.g. snow plows).

Mr. Bennett voiced another opinion - that the narrower road would carry less traffic and asphalt curbing would be acceptable. Information on the road was given to the committee. The road runs through Danbury and Ridgefield. Danbury has agreed to maintain the road as long as Novo is the only company on it. The Common Council approved the 22 foot width. The road will be built to Danbury specifications and a \$200,000 road bond exists. Mr. Bennett stated that the project manager has estimated a \$100,000 cost difference between asphalt and granite curbing.

Mr. Friscia stated his preference for granite curbing. It is essentially maintenance free and should last for decades. The asphalt curbing would have to be maintained and replaced regularly. Danbury is attempting to upgrade all new road construction with granite curbs where applicable and subdivisions now require granite curbs in high wear areas (e.g. curves in cul-de-sacs).

Mr. Schweitzer presented data from Danbury road projects that indicate that for the Turner Road project the various curb costs could be about \$30,000 for asphalt, \$50,000 for concrete and \$90,000 for granite. It was also pointed out that if a road with granite curbing can be removed and used as the curbing of the widened road, resulting in some cost savings.

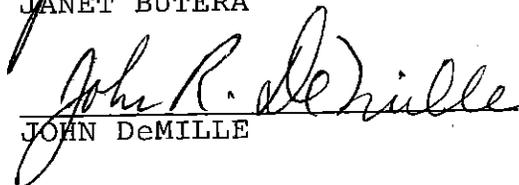
The committee sympathized with Novo on the additional cost of the granite curbing, but on the basis of the information and recommendations given by Messrs. Friscia and Schweitzer, Mrs. Butera moved that the committee recommend to the Common Council that the petition be denied. Mr. DeMille seconded and there was unanimous approval.

The meeting was adjourned at 8:00 P.M.

Respectfully submitted,

  
ANTHONY CASSANO, Chairman

  
JANET BUTERA

  
JOHN DeMILLE



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

## REPORT

March 3, 1987

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

Re: Renovation of the Danbury Sewage Treatment Plant

The committee appointed to review the request for funding to update the Facilities Plan for renovation of the Danbury Sewage Treatment Plant (Agenda Item 056 of the February 1987 meeting) met on February 17, 1987 at 8:00 P.M. in Room 432 of City Hall. Present were committee members Anthony Cassano, Joseph DaSilva, Gene Eriquez and Mounir Farah. Also present were Public Works Director Basil Friscia, City Engineer Jack Schweitzer, Superintendent of Public Utilities William Buckley, Comptroller Dominic Setaro and Assistant Corporation Counsel Eric Gottschalk.

The committee was given some background information on the petition. In the 1970's, the Connecticut DEP issued an order for Danbury to address the treatment of nitrogen (ammonia) in sewage. The existing treatment plant was not designed to treat nitrogen components.

The first step was to develop a plan. This plan was 100 percent funded (\$300,000) by state/federal funds. In addition, 90 percent of the total project was also eligible for funding. The plan was completed and submitted in March 1983. This satisfied Step A of the DEP order.

In August 1985, the DEP order was modified and some dates were changed. Completion of Step B (application for the state grant to construct facilities proposed in Step A) was required by January 29, 1986. However, state approval of the Step A plan was not received until February 6, 1986. Therefore, Danbury was out of compliance with Step B. Also, in March, 1986, the allowable limits of ammonia were changed with respect to the assumptions used to prepare the Step A plan - the plan required updating. In addition, the implementation funding formula was changed such that at the present time 20 percent is grant eligible and 80 percent is loan eligible.

In September, 1986 the DEP filed suit against Danbury charging, among other things, failure to comply with the DEP order and operating a polluting facility. The suit requests damages of

\$10,000 per day until Danbury comes into compliance with the DEP order.

The petition requests funding to update the Step A facilities plan. The current estimate of funding required to do this is \$70,000. Bethel will pay 13.6 percent of this cost, leaving the Danbury share at about \$62,000. This funding would have to come out of the Sewer Fund. It is possible that some of this amount is eligible for grants.

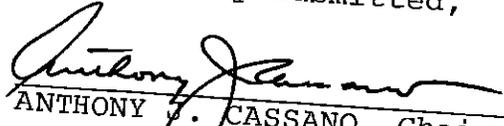
The committee was informed that the total project cost is currently estimated at \$20,000,000 (20 percent grant eligible/80 percent loan eligible). This could result in an estimated tripling of the present sewer use rate.

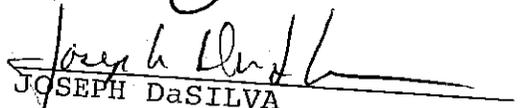
The committee considered the fact that the petitioned study must be done to comply with the DEP order and will hopefully show that Danbury is actively working the problem, albeit somewhat behind the schedule set by the revised DEP order. The estimate to complete the revised plan is 8 to 9 months.

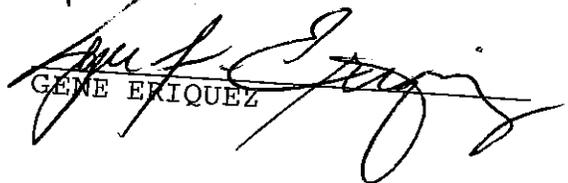
The committee was of the opinion that the DEP is far from blameless in this matter, but based on the opinions and recommendations of the Public Works Department and the Comptroller and Corporation Counsel offices, Mr. Eriquez moved that the committee recommend to the Common Council that in compliance with the order of the Connecticut DEP, \$62,000 be appropriated from the Sewer Fund surplus to update the March, 1983 Facilities Plan for the renovation of the Danbury Sewage Treatment Plant. Mr. DaSilva seconded and there was unanimous approval.

The meeting was adjourned at 9:00 P.M.

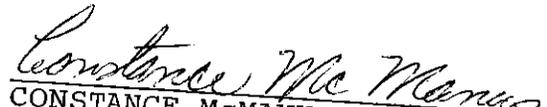
Respectfully submitted,

  
ANTHONY J. CASSANO, Chairman

  
JOSEPH DaSILVA

  
GENE ERIQUEZ

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CONSTANCE McMANUS

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# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

## REPORT

March 3, 1987

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

Re: Amendment to Danbury Administrative Code  
13A-36 and 13-40

The Common Council held a public hearing regarding the proposed amendment to Danbury Administrative Code 13A-36 and 13-40 on February 19, 1987 at 8:15 P.M. in City Hall.

The Common Council met as a committee of the whole following the public hearing and recommends that the amendment be adopted as proposed.

Respectfully submitted,

*Constance McManus*  
CONSTANCE McMANUS  
President



# CITY OF DANBURY

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COMMON COUNCIL

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155 DEER HILL AVENUE

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COMMON COUNCIL

JAMES E. DYER, MAYOR

REPORT

March 3, 1987

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

Re: Proposed Amendment to Section 3A-42 of the  
Code of Ordinances

The Common Council held a public hearing regarding the proposed amendment to Section 3A-42 of the Code of Ordinances on February 19, 1987 at 8:00 P.M. in the Common Council Chambers in City Hall.

The Common Council met as a committee of the whole following the public hearing and recommends that the amendment be adopted as proposed.

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President



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155 DEER HILL AVENUE

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COMMON COUNCIL

JAMES E. DYER, MAYOR

## REPORT

March 3, 1987

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

Re: Request for Funding from the Spanish Learning Center

The committee appointed to consider the request for funding received from the Spanish Learning Center met on February 19, 1987 at 7:00 P.M. in Room 432 in City Hall. Present at the meeting were committee members Anthony Cassano, Beverly Johnson, and Donald Sollose. Also present were Spanish Learning Center Executive Director Richard Rios and caseworker Nellie Cortez.

The committee reviewed the petition requesting funding for a bi-lingual caseworker at an annual salary (including fringe benefits) of \$16,346. The work schedule is 35 hours per week, 52 weeks per year.

Mr. Rios gave the committee a brief description of the Spanish Learning Center organization and work load. The Center serves a Hispanic population of about 3,000 people in the greater Danbury area including about 300 students in the Danbury school system. The Center has provided 1477 services during the first half of this fiscal year. There is a dire need for increased staff, in particular another bi-lingual caseworker.

Mr. Sollose gave a brief description of a previous Spanish Learning Center funding request that was before the Common Council in February 1986. Unfortunately, no funding was available at that time. The present funding request is a repeat of this original petition.

Mr. Rios discussed the budget request he has presented for Danbury fiscal year 1987-88 funding. The request includes one bi-lingual caseworker (new position), one bi-lingual educational coordinator (new position) one copy machine and one typewriter. The total is \$37,000.

The committee reviewed information from Comptroller Dominic Setaro stating that the current contingency fund is depleted. The committee reviewed the Danbury budget cycle and urged the Spanish Learning Center to continue their efforts to obtain funding for the new positions as part of the fiscal year 1987-88 budget.

Mr. Sollose moved that since the contingency fund is depleted and there are no funds available at this time, the committee regretfully recommend to the Common Council that the petition be denied. The committee STRONGLY urges that the fiscal year 1987-88 budget request submitted by the Spanish Learning Center be approved. Mrs. Johnson seconded and there was unanimous approval.

The meeting was adjourned at 8:00 P.M.

Respectfully submitted,

  
ANTHONY J. CASSANO, Chairman

  
BEVERLY JOHNSON

  
DONALD SOLLOSE



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

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March 3, 1987

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Honorable Members of the Common Council

Re: Request for Funding from the Spanish Learning Center

The committee appointed to consider the request for funding received from the Spanish Learning Center met on February 19, 1987 at 7:00 P.M. in Room 432 in City Hall. Present at the meeting were committee members Anthony Cassano, Beverly Johnson, and Donald Sollose. Also present were Spanish Learning Center Executive Director Richard Rios and caseworker Nellie Cortez.

The committee reviewed the petition requesting funding for a bi-lingual caseworker at an annual salary (including fringe benefits) of \$16,346. The work schedule is 35 hours per week, 52 weeks per year.

Mr. Rios gave the committee a brief description of the Spanish Learning Center organization and work load. The Center serves a Hispanic population of about 3,000 people in the greater Danbury area including about 300 students in the Danbury school system. The Center has provided 1477 services during the first half of this fiscal year. There is a dire need for increased staff, in particular another bi-lingual caseworker.

Mr. Sollose gave a brief description of a previous Spanish Learning Center funding request that was before the Common Council in February 1986. Unfortunately, no funding was available at that time. The present funding request is a repeat of this original petition.

Mr. Rios discussed the budget request he has presented for Danbury fiscal year 1987-88 funding. The request includes one bi-lingual caseworker (new position), one bi-lingual educational coordinator (new position) one copy machine and one typewriter. The total is \$37,000.

The committee reviewed information from Comptroller Dominic Setaro stating that the current contingency fund is depleted. The committee reviewed the Danbury budget cycle and urged the Spanish Learning Center to continue their efforts to obtain funding for the new positions as part of the fiscal year 1987-88 budget.

Mr. Sollose moved that since the contingency fund is depleted and there are no funds available at this time, the committee regretfully recommend to the Common Council that the petition be denied. The committee STRONGLY urges that the fiscal year 1987-88 budget request submitted by the Spanish Learning Center be approved. Mrs. Johnson seconded and there was unanimous approval.

The meeting was adjourned at 8:00 P.M.

Respectfully submitted,

ANTHONY J. CASSANO, Chairman

BEVERLY JOHNSON

DONALD SOLLOSE



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

PROGRESS REPORT

March 3, 1987

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

Re: Capital Development Fund

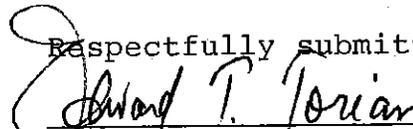
The committee formed to review the request for a Capital Development Fund met on Wednesday, February 25, 1987 at 8:00 P.M. in City Hall. In attendance were committee members Torian and Johnson. Also attending were Clarice Osiecki, President of the Danbury Chamber of Commerce, Planning Director Len Sedney, and Richard Cody of Pinney, Payne and Van Lenten law firm.

Len Sedney noted that the Mayor had asked the Planning Department to study the possibility of a Capital Development Fund to finance capital improvements which have become necessary as a result of new development within the City of Danbury.

The committee had previously met on October 2, 1986 and at that time he was asked to contact the Connecticut Conference of Municipalities (CCM) to see if they had information on file of an existing Capital Development Fund that is in place in other cities within the State of Connecticut. His office responded that no such program existed within the State of Connecticut.

The committee is still gathering information on this very important subject and we respectfully request an extension of time to complete our charge. Due to the resignation of former Councilwoman Carole Torcaso, the committee is presently comprised of only two members and would like to take this opportunity to ask for the addition of a third member to this committee.

Respectfully submitted,

  
EDWARD T. TORIAN, Chairman

  
BEVERLY JOHNSON



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

## PROGRESS REPORT

March 3, 1987

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

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EDWARD T. TORIAN, Chairman

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BEVERLY JOHNSON



# CITY OF DANBURY

155 DEER HILL AVENUE  
DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

REPORT

March 3, 1987

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

Re: Request for Additional Grave Sites for Veterans

The committee appointed to review the request for additional grave sites for Veterans met at 7:35 P.M. on February 25, 1987 in City Hall. In attendance were committee members John Esposito, Stanford Smith and Joseph DaSilva. Also attending were Mike Baldasare from the Cemetery Association, Paul Beadley, Sexton, James Purcell, Registrar of Graves for the City of Danbury and Patrick Waldron, Director of Veteran's Affairs.

Mr. Smith moved to suspend the rules. Seconded by Mr. DaSilva. Passed unanimously.

Mr. Purcell stated that the veteran's section of Wooster Cemetery is running short of sites - A section nearly unavailable which is being asked for. Mr. Baldasare said that a price of \$340.00 would be charged which would include perpetual care. Mr. Waldron said that these sites are for veterans with no assets. The usual price of a site is \$440. These sites should last at least ten years.

Mr. Esposito related a conversation with Dominic Setaro, Comptroller, who recommended that the proposal should be in the capital budget for fiscal year 1987-88.

Mr. Smith moved to recommend inclusion of \$34,000 in the fiscal year 1987-88 budget in the capital line. Seconded by Mr. DaSilva. Motion passed unanimously.

Meeting adjourned at 7:52 P.M.

Respectfully submitted,

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JOHN ESPOSITO, Chairman  
  
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STANFORD SMITH  
  
\_\_\_\_\_  
JOSEPH DaSILVA



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

## REPORT

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Honorable Members of the Common Council

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STANFORD SMITH

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JOSEPH DaSILVA



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

REPORT

March 3, 1987

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

Re: Acceptance of Contemporary Drive

The Common Council Committee appointed to review the request for acceptance of Contemporary Drive met on February 25, 1987 in City Hall. In attendance were Committee Members John Esposito and Gene Enriquez. Also present was the petitioner, Gary Meade.

The committee reviewed a letter submitted by City Engineer Jack Schweitzer regarding existing conditions on Contemporary Drive that need to be rectified before acceptance as a City road could occur. The committee reviewed these recommendations and requirements with Mr. Meade, the developer of the subject road.

After discussion, the committee felt it was necessary to have Mr. Mead and Mr. Schweitzer meet to develop a timetable to meet the requirements necessary for acceptance. Subsequently, another meeting will be scheduled to make a determination regarding acceptance.

Respectfully submitted,

  
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JOHN ESPOSITO, Chairman

  
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GENE ENRIQUEZ

  
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PETER PHILIP



# CITY OF DANBURY

155 DEER HILL AVENUE

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COMMON COUNCIL

JAMES E. DYER, MAYOR

## REPORT

March 3, 1987

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

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Respectfully submitted,

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JOHN ESPOSITO, Chairman

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GENE ENRIQUEZ

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PETER PHILIP



# CITY OF DANBURY

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DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

## PROGRESS REPORT

March 3, 1987

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

Re: Request for Sewer and Water Extensions  
Payne Road Development Corporation

The ad hoc committee appointed to review the request for sewer and water by Payne Road Development Corporation met on January 21, 1987. In attendance were committee members Torian, Hadley and Zotos, City Engineer Jack Schweitzer, Superintendent of Public Utilities William Buckley and Attorney Paul Jaber representing the petitioner, Payne Road Development Corporation.

Mr. Jaber noted that the request calls for sewer and water to be extended to two buildings, one 67,500 square feet and the second, 18,000 square feet situated on 16 acres of land. Easements would be required from Seymour Powers of Powers Construction Company and C. L. & P. Both Mr. Schweitzer and Mr. Buckley had not reviewed the sewer and water flow plans proposed by the petitioner and they raised several questions regarding access to the water lines that Mr. Jaber was not prepared to answer. Mr. Jaber suggested the committee schedule another meeting which would give his clients additional time to meet with City officials to resolve their differences.

In light of these developments, the committee respectfully requests additional time with which to complete our charge.

Respectfully submitted,

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EDWARD TORIAN, Chairman

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PHILIP HADLEY

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NICHOLAS ZOTOS



# CITY OF DANBURY

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COMMON COUNCIL

JAMES E. DYER, MAYOR

PROGRESS REPORT

March 3, 1987

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

Re: Request for Sewer and Water  
Candlewood Harbor Club

The ad hoc committee appointed to review the request for extension of sewer and water for the Candlewood Harbor Club met on January 21, 1987. In attendance were Committee Members Torian, Hadley and Zotos. Also attending were City Engineer Jack Schweitzer, Superintendent of Public Utilities William Buckley and Attorney James Maloney.

Jack Schweitzer noted that although the petitioner was not present, there was still a number of questions that were asked of the petitioner, Dana Investments (formerly Wildman's Landing) which they have not yet responded to, i.e. construction of a pumping station and City requirements for sewer hookup.

In light of this situation, the Committee respectfully requests an extension of time with which to complete our charge.

Respectfully submitted,

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EDWARD TORIAN, Chairman

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PHILIP HADLEY

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NICHOLAS ZOTOS



# CITY OF DANBURY

155 DEER HILL AVENUE

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COMMON COUNCIL

JAMES E. DYER, MAYOR

## PROGRESS REPORT

March 3, 1987

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

Re: Noise and Hearing Damage

The Common Council Committee appointed to review Noise and Hearing Damage met for a work session on February 9th at 7:30 P.M. at City Hall. In attendance were committee members Hadley, Boynton and Cassano.

The meeting was devoted to a review of the proposed Noise Control Ordinance and making a few additions to the document.

Copies of the proposed ordinance will be sent to the consultants to the committee for review and comments. If all is in order, the committee will present the Proposed Noise Control Ordinance to the Common Council in April.

Respectfully submitted,

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PHILIP N. HADLEY, Chairman

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ERNEST BOYNTON

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ANTHONY CASSANO



# CITY OF DANBURY

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COMMON COUNCIL

JAMES E. DYER, MAYOR

## PROGRESS REPORT

March 3, 1987

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

Re: Request for Sewer Extension for 7 Pocono Lane  
and 2 Claremont Terrace

The Common Council Committee appointed to review the request for sewer extension at 7 Pocono Lane and 2 Claremont Terrace met at 7:30 P.M. on December 29, 1986 at City Hall. In attendance were committee members Hadley, Zotos and Flanagan. William Buckley, Superintendent of Public Utilities, also attended.

The committee reviewed the petition and determined that not enough information was available to make a decision. A conceptual plan is needed and the applicant should meet with Engineering as well as the committee.

At its January 23rd meeting the Planning Commission voted a positive recommendation for the extension of sewers at 7 Pocono Lane and 2 Claremont Terrace.

The Engineering Department still does not have sufficient information to enable the committee to reconvene to take action.

Respectfully submitted,

PHILIP HADLEY, Chairman

NICHOLAS ZOTOS

STEPHEN FLANAGAN



# CITY OF DANBURY

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COMMON COUNCIL

JAMES E. DYER, MAYOR

PROGRESS REPORT

March 3, 1987

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

Re: Request for Sewer Extension to 20 Boulevard Drive

The Common Council Committee appointed to review the request for sewer extension to 20 Boulevard Drive met at 7:15 P.M. on December 29, 1986 at City Hall. In attendance were committee members Hadley, Zotos and Flanagan. William Buckley, Superintendent of Public Utilities, also attended.

The committee reviewed the petitions and determined that not enough information was available to make a decision. The applicant should meet with Engineering and the committee.

At its January 22nd meeting, the Planning Commission voted a positive recommendation for the extension of sewer to 20 Boulevard Drive.

The Engineering Department according to Mr. Schweitzer, does not have sufficient information to enable the committee to reconvene to take action.

Respectfully submitted,

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PHILIP HADLEY, Chairman

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NICHOLAS ZOTOS

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STEPHEN FLANAGAN