

Mayor James E. Dyer.

PLEDGE OF ALLEGIANCE TO THE FLAG

PRAYER

ROLL CALL

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

1517 Present 654 Absent.

NOTICE OF SPECIAL MEETING to be held on the 11th day of Jan. 1982

at 7:00 O'Clock P.M. for the purpose of acting upon the following:

- ✓ 1. Report & Communication - Appointments to the Conservation Commission.
- ✓ 2. Report & Communication - Appointment to the Youth Commission.
- ✓ 3. Report & Communication - Appointment to the Aviation Commission.
- ✓ 4. Report & Communication - Re-appointments to the Danbury Library Board of Directors.
- ✓ 5. Report & Communication - Appointments to the Environmental Impact Commission.
- ✓ 6. Communication - Engineering Study and Landfill Operation Plan.
- ✓ 7. Communication - Agreement between City of Danbury and Community Development Corporation.
- ✓ 8. Communication - Request for additional funds for overtime account in Danbury Fire Department.
- ✓ 9. Communication & Certification - Request for additional funds for the State Unemployment Insurance Account.
- ✓ RETURN OF SERVICE - Notices delivered by Police Officers of the City of Danbury.

A motion is made by _____ & seconded by _____ for the Call and Return of Service to be accepted.

The Report was accepted and appointments confirmed.

2.
REPORT

Re: Appointment to the Youth Commission.

The Report was accepted and appointment confirmed.

3.
REPORT

Re: Appointment to the Aviation Commission.

The Report was accepted and appointment confirmed.

4.
REPORT

Re: Re-appointments to the Danbury Library Board of Directors.

The Report was accepted and re-appointments confirmed.

5.
REPORT

Re: Appointments to the Environmental Impact Commission.

The Report was accepted and appointments confirmed.

6.
COMMUNICATION

- Engineering study and landfill operation plan.

The Communication was

7.
COMMUNICATION
&
RESOLUTION

- Agreement between the City of Danbury and the Community Development Corporation.

The Communication and Resolution was

8.
COMMUNICATION
&
CERTIFICATION

- Request for additional funds for overtime account in Danbury Fire Department.

The Communication was

9.
COMMUNICATION
&
CERTIFICATION

- Request for additional funds for the State Unemployment Insurance Account.

The Communication was

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

PRESENT: Council Members - Elder, Gallo, Foti, Torcaso, Eriquez, Repole, Zotos, Eppoliti, McManus, DaSilva, Torian, Cassano, Charles, Boynton, Evans. Councilmen Burke and Farah arrived later, after Roll Call.

ABSENT: Council Members - McGarry, Esposito, White, Butera. Mrs. Butera was absent due to illness.

17 Present - 4 Absent.

NOTICE OF SPECIAL MEETING to be held on the 11th day of January, 1982 at 7:00 O'Clock P.M. for the purpose of acting upon the following:

1. Report & Communication - Appointments to the Conservation Commission.
2. Report & Communication - Appointment to the Youth Commission.
3. Report & Communication - Appointment to the Aviation Commission.
4. Report & Communication - Re-appointments to the Danbury Library Board of Directors.
5. Report & Communication - Appointments to the Environmental Impact Commission.
6. Communication - Engineering Study and Landfill Operation Plan.
7. Communication - Agreement between the City of Danbury and the Community Development Corporation.
8. Communication - Request for additional funds for overtime account in the Danbury Fire Department.
9. Communication & Certification - Request for additional funds for the State Unemployment Insurance Account.

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

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

1-5 - REPORT - Councilwoman C. McManus, submitted a report stating that the committee appointed to review appointments to the Youth Commission, Conservation Commission, Aviation Commission, Library Board of Directors and Environmental Impact Commission, met on January 7, 1982 at 7:00 P.M.

The Committee reviewed the biographies of the appointees and the attendance records of the re-appointees. After due deliberation and study, the committee voted unanimously to recommend to the Common Council that the following appointments be confirmed:

Youth Commission: Gregory A. Pin, 8 Lake Crest Drive for a term to expire on April 1, 1984.

Conservation Commission: Edmundo B. Sousa, 9 Fifth St. for a term to expire on July 1, 1984.

Donald G. Sollose, 5 Pembroke Terrace, for a term to expire on July 1, 1982.

Library Board of Directors: Dr. Ruth A. Haas, 199 Southern Blvd.
Mrs. Patricia N. Fernand, Chambers Road.
Mrs. Margaret Pastorino, 11 Lakesaid Road.

All terms to expire on January 1, 1985.

A motion was made by Councilman Evans and seconded by Councilman Charles that the Report be accepted and appointments confirmed. Motion carried, with the following members being absent at this time: McGarry, Esposito, White, Burke, Butera, Farah (6). Councilmen Burke and Farah arrived later.

6. COMMUNICATION - Engineering Study and Landfill Operation Plan submitted by Flaherty, Giavara Associates.

Councilwoman C. McManus requested referral to the Public Works Committee and Planning Commission. Mayor Dyer so ordered.

7. Communication & Resolution - Agreement between the City of Danbury and the Community Development Corporation re: Housing Finance Program.

Councilwoman C. McManus requested referral to committee. Mayor Dyer so ordered and referred the matter to a previous committee appointed 12/1/81 - Councilmembers - Torian, Gallo, Eriquez.

8. Communication & Certification - Request from Chief Bertalovitz of the Danbury Fire Department for \$79,100 to be appropriated to the Overtime Services Account to cover monies to be expended in the next six months.

A Certification of funds in the amount of \$10,910.70 in the Contingency Fund and \$68,189.30 in the State Contingency Fund was submitted by Mr. John P. Edwards, Acting Director of Finance, to be transferred to Fire Department Overtime Services Account. (Total \$79,100).

Councilwoman C. McManus requested referral to the Common Council Fire Committee (Gallo, Evans, Eppoliti). Mayor Dyer so ordered.

9. Communication & Certification - Request by Mr. John P. Edwards for an additional \$18,000 for the State Unemployment Insurance Account. Mr. Edwards certified the availability of \$18,000 in the State Contingency Account.

Councilwoman C. McManus requested referral to committee. Mayor Dyer so ordered and appointed the following members to this committee: Farah, Charles, Esposito.

There being no members from the public wishing to speak and no further business to come before the Common Council, a motion was made by Councilwoman D. Eppoliti and seconded by Councilman T. Evans for the meeting to be adjourned at 7:10 O'Clock P.M. Motion carried unanimously.

Attest: *Elizabeth Audjenta*
CITY CLERK

Respectfully submitted
Mary Richert
Assistant City Clerk



CITY OF DANBURY
OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

JAMES E. DYER
MAYOR

January 5, 1982

Honorable Members of the Common Council
City of Danbury
Connecticut

Dear Council Members:

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

Edmund^o B. Sousa, 9 Fifth Street, Danbury, for a term to expire on July 1, 1984.

Donald G. Sollose, 5 Pembroke Terrace, Danbury for a term to expire on July 1, 1982.

Sincerely,

A large, stylized handwritten signature in black ink, which appears to read "James E. Dyer".

James E. Dyer
Mayor

JED:mad



CITY OF DANBURY
OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

JAMES E. DYER
MAYOR

January 5, 1982

Honorable Members of the Common Council
City of Danbury
Connecticut

Dear Council Members:

I respectfully request your confirmation of the appointment of Gregory A. Pin, 8 Lake Crest Drive, Danbury to the Youth Commission for a term to expire on April 1, 1984.

Sincerely,

A large, stylized handwritten signature in black ink, which appears to read "James E. Dyer".

James E. Dyer
Mayor

JED:mad



CITY OF DANBURY
OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

JAMES E. DYER
MAYOR

January 5, 1982

Honorable Members of the Common Council
City of Danbury
Connecticut

Dear Council Members:

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

Richard F. Tomaino, 8 Triangle Terrace, Danbury for a term to expire on July 1, 1984.

Charles Richard Hale, 39 Juniper Ridge Drive, Danbury for a term to expire on July 1, 1982.

Paul D. Estefan, 156 Triangle Street, Danbury for a term to expire on July 1, 1982.

Sincerely,

A large, stylized handwritten signature in black ink, which appears to read "James E. Dyer".

James E. Dyer
Mayor

JED:mad



CITY OF DANBURY
OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

JAMES E. DYER
MAYOR

January 5, 1982

Honorable Members of the Common Council
City of Danbury
Connecticut

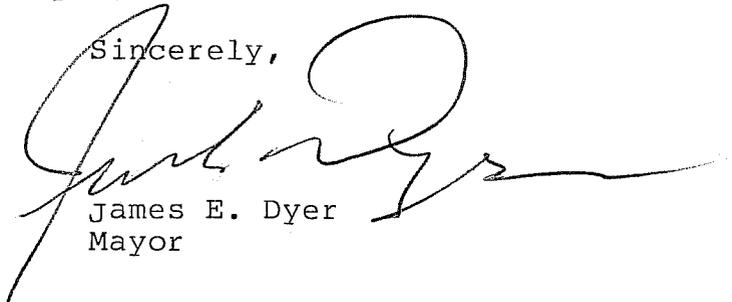
Dear Council Members:

I respectfully request your confirmation of the following re-appointments to the Library Board of Directors:

Dr. Ruth A. Haas, 199 Southern Boulevard, Danbury
Mrs. Patricia N. Fernand, Chambers Road, Danbury
Mrs. Margaret Pastorino, 11 Lakeside Road, Danbury

All terms to expire on January 1, 1985.

Sincerely,



James E. Dyer
Mayor

JED:mad



033
5

CITY OF DANBURY
OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

JAMES E. DYER
MAYOR

January 5, 1982

Honorable Members of the Common Council
City of Danbury
Connecticut

Dear Council Members:

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

Edmundo B. Sousa, 9 Fifth Street, Danbury as the Conservation Commission representative for a term to expire on December 1, 1984.

Jean Fuda, 52 Side Hill Court, Danbury as the Conservation Commission representative as an alternate for a term to expire on December 1, 1984.

Sincerely,

James E. Dyer
Mayor

JED:mad



CITY OF DANBURY
OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

JAMES E. DYER
MAYOR

January 11, 1982

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members:

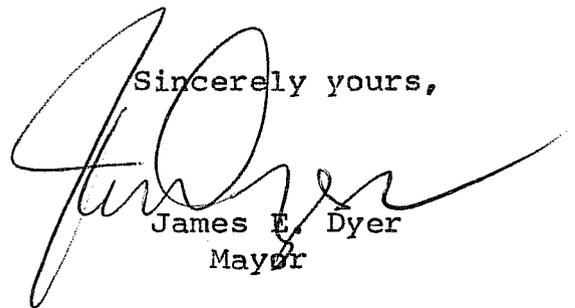
As you will recall, we commissioned a study of our landfill operation to determine the best way to handle solid waste management.

I am transmitting the report to you for your consideration. I believe that it is obvious that we will need to move toward a resource recovery operation before the end of this decade.

In the meantime, we must continue our efforts to properly manage the solid waste facility we have by imposing user charges, and possibly a weigh station.

I am also forwarding to you a letter from the Department of Environmental Protection praising the City's efforts in managing our landfill.

Sincerely yours,



James E. Dyer
Mayor

cc: D. Garamella
W. Buckley



STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL PROTECTION
SOLID WASTE MANAGEMENT



October 2, 1981

Mr. James E. Dyer
Mayor
City of Danbury
City Hall
155 Deer Hill Road
Danbury, Connecticut 06810

Dear Mr. Dyer:

The Solid Waste Unit of the D. E. P. has recently received your submittal of a draft copy of the Phase I analysis of existing conditions at the City landfill prepared by FGA. Although this is not a formal review of that submittal, I would like to take this opportunity to comment about the City's compliance with D. E. P. requirements and encourage you to complete and maintain these efforts.

In early 1980, we approached your new administration with a draft order to upgrade site operations not only to comply with regulations but to protect your environment and citizens. Investigations of the effects of historic industrial waste dumping on the ground and surface waters and area wells were important then and even more so now. With federally imposed RCRA requirements, instead of being the target of peoples' fears and investigations of "hazardous waste sites," the City can point to its cooperation and foresight in implementing this thorough site investigation. You can now answer questions as to extent and potential of site pollution with some certainty.

You will also have a plan, when the other phases are completed, to correct RCRA violations recently defined in the Solid Waste Open Dump Inventory conducted in May and in providing proper monitoring for the metal sludge cell as per federal hazardous waste requirements. Perhaps even more importantly in this time of landfill capacity crisis throughout the State, you will have a site plan which can comply with RCRA and define an environmentally sound continued site operation for the interim years which should carry the City long enough for a resource recovery facility to solve your future needs.

I am sure that you are aware that a commitment is needed as soon as possible to make this type of facility a reality when you will need it, and to thus preserve as much of your remaining space as possible for even longer term bulky waste disposal.



The improvements in the daily site operation made over these last two

Phone:

State Office Building, Hartford, Connecticut 06115

Mr. James E. Dyer
October 2, 1981
Page 2

years are remarkable indeed. The provisions for significant increases in cover material delivery not only have provided a tighter soil to reduce infiltration, but have virtually eliminated the acres upon acres of exposed waste previously evidenced on site with its related public health and fire hazard threats to the surrounding community. The latest site visits in August and September, however, have shown some slippage in covering which I hope has already been corrected. Technically even more improvement is needed to totally cover the working face each night to more completely eliminate the hazards noted above and to prevent unauthorized adventurers from scavaging potentially contaminated materials.

The staff will be reviewing the report and commenting to Jack Kozuchowski and the engineers in working toward the completed submittal which we hope will follow shortly. Again, from an enforcement point of view, your continued cooperation in the site improvements, pollution studies, and future planning for protection of the environment and your citizens is appreciated.

Very truly yours,



Thomas H. Pregman
Principal Environmental Analyst

THP/cm



CITY OF DANBURY
OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

JAMES E. DYER
MAYOR

January 11, 1982

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members:

The attached agreement from the Community Development Corporation is in addition to materials previously submitted.

Action authorizing me to act on this proposal must be adopted at the February meeting so that we might begin the necessary work with the General Assembly.

Sincerely yours,

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

James E. Dyer
Mayor

AGREEMENT BETWEEN

CITY OF DANBURY

AND

COMMUNITY DEVELOPMENT CORPORATION

AGREEMENT, made this day of December, 1981, by and between THE CITY OF DANBURY, CONNECTICUT, a municipal corporation existing under the laws of the State of Connecticut with its territorial boundaries within Fairfield County, acting herein by its , , duly authorized by vote of its Common Council on , 1981 (hereinafter referred to as "City") and COMMUNITY DEVELOPMENT CORPORATION, a Delaware corporation authorized to do business in the State of Connecticut, with offices at 928 Farmington Avenue, West Hartford, Connecticut (hereinafter referred to as "CDC").

W I T N E S S E T H:

WHEREAS, the City desires to develop a housing finance program the general outline of which is set forth on Exhibit A attached hereto and made a part hereof (hereinafter referred to as "Program"); and

WHEREAS, the City desires to retain CDC to render certain technical services, advice and assistance with respect to the development, implementation and administration of the Program.

NOW THEREFORE, the parties agree as follows:

1. The City hereby retains CDC, and CDC hereby agrees to perform the professional services and render advice and assistance in connection with the Program, including, but not limited to: the necessary preparations for a tax-exempt bond offering to provide multi-family and owner-occupied mortgage financing, within the geographic boundaries of the City, as permitted by the Connecticut General Statutes (hereinafter referred to as the "ACT"), and more particularly described in Exhibit A hereto; and to carry out the roles of Program Administrator; mortgage loan originator; and mortgage loan servicer throughout the term of the mortgages originated under the Program.

The Program is meant to be a guideline only. Notwithstanding that CDC will use its best efforts to implement the Program, such may not be possible. Failure to fully implement the Program, after a best efforts attempt, will not be deemed an event of default on the part of CDC, but may be cause for cancellation of this Agreement by either party.

2. The City hereby agrees to perform or obtain those certain services set forth in Exhibit B attached hereto and made a part hereof. All services to be performed by the City are deemed essential to the performance of CDC's services and shall be performed expeditiously.
3. The City's obligations set forth in Paragraph 2 above are a condition to CDC's obligation to perform and carry out all the services set forth in Paragraph 1 hereof, including the services incidental thereto, which services include, but are not limited to the list of services shown on Exhibit C attached hereto and made a part hereof.

In the event that the Program, as may be amended from time to time, is satisfied, the City is obligated to proceed with CDC for full implementation of the Program as provided for herein.

For the purposes hereof, full implementation of the Program includes, but is not limited to: Program development; the sale of mortgage revenue bonds; administration of the Program; origination of Program loans; and Program loan servicing.

4. The services of CDC are to commence upon the execution date hereof and shall be carried out in such a manner as to assure their expeditious completion in accordance with the purposes of this Agreement.
5. CDC shall receive, as compensation for the performance of the services required hereunder, the amounts shown on Exhibit D attached hereto and made a part hereof.
6. The term of this Agreement shall commence upon its execution and shall continue for so long as CDC is entitled to compensation hereunder, unless sooner terminated as provided herein.
7. If, through any cause, CDC shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement or CDC shall violate any of the terms of this Agreement, the City shall so notify CDC in writing by mail, return receipt requested, and if CDC shall not have performed or corrected such actions, within thirty (30) days of such notice, the City shall, thereafter have the right to terminate this Agreement. In such event, all finished or unfinished documents, data, studies, reports, applications and submissions prepared by CDC under this Agreement shall, at the option of the City become its property and CDC shall be entitled to receive just and equitable compensation for any such property.

8. If, through any cause, the City shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement or the City shall violate any of the terms of this Agreement, CDC shall so notify the City in writing by mail, return receipt requested, and if the City shall not have performed or corrected such actions within thirty (30) days of such notice, CDC shall, thereafter have the right to terminate this Agreement. Notwithstanding such termination, the City shall not be relieved of liability to CDC for damages sustained by CDC by virtue of any breach by the City.
9. CDC represents that it has, or will secure at its own expense, all personnel required in performing the services required of it under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
10. CDC shall be as fully responsible to the City for the acts and omissions of its subcontractors, and persons either directly or indirectly employed by it, as if such services had been performed by CDC.
11. CDC shall not assign any interest in this Agreement without the prior written approval of the City, which approval shall not be unreasonably withheld; provided, however, that claims for money due or which will become due to CDC from the City under this Agreement may be assigned or pledged to a bank, trust company or other financial institution without such approval.
12. The City shall not assign an interest in this Agreement without the prior written approval of CDC.
13. No member of the governing body of the City, and no other public official, officer, employee or agent of the City shall have any personal interest, direct or indirect, in this Agreement.

CDC covenants that neither it nor any of its officers, directors or shareholders will have any interest or acquire an interest, direct or indirect, which would conflict in any manner or degree with the performance of the services required hereunder. CDC further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

14. The City or any of its duly authorized representatives shall have access to any books, documents, papers, and records of CDC which are directly pertinent to this Agreement for the purpose of making audit examination, excerpts and transcription, during regular business hours of CDC and upon written request addressed to CDC.

15. If required for Program implementation, CDC will act as Agent of the City.
16. CDC agrees to indemnify, defend and save the City harmless of all suits in connection with the implementation of the Program and from liability for damage to property or injury or death of any employee or other person, including but not limited to all claims and suits in connection with the implementation or administration of the Program which may arise from failure of CDC to satisfy the requirements of applicable state and federal law and which may result in the loss of tax exempt status for the bonds which may be sold as a part of the Program, unless such liability, claim or suit arises from the City's negligence or its failure to perform its responsibilities under this Agreement. CDC shall furnish and maintain, at its own expense, a blanket liability insurance policy, naming the City as an additional insured, in the minimum amount of \$1,000,000. Evidence of such insurance policy shall be delivered to City upon the execution date hereof.
17. Time is of the essence with respect to each and every provision of this Agreement.
18. CDC shall furnish and maintain, at its own expense, for the duration of this Agreement plus thirty (30) days after the expiration or termination thereof, a blanket fidelity bond in an amount not less than five months' gross, potential or actual, mortgage payments, as the case may be, from the Program in a form and with a company acceptable to the City.
19. In the performance of its obligations under this Agreement, CDC and those with whom it does business shall comply with applicable local, state and federal laws and regulations.
20. This Agreement, the recitals herein and the Exhibits attached hereto and made a part hereof, constitute the entire Agreement between the City and CDC and no amendment or modification thereof shall be valid or enforceable except by supplemental agreement, in writing, signed by all the parties hereto.
21. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof.
22. Any notices required in this Agreement shall be deemed delivered when mailed by certified mail, return receipt requested to the City at 21 West Main Street, Danbury, Connecticut and to CDC at 928 Farmington Avenue, West Hartford, Connecticut 06107, or to such other place as either party may designate in writing.
23. This Agreement shall be governed by the laws of the State of Connecticut.

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

Signed, Sealed and Delivered
in the Presence of:

THE CITY OF DANBURY

BY _____

Its

COMMUNITY DEVELOPMENT CORPORATION

BY _____

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

December , 1981

Personally appeared,
Community Development Corporation, duly authorized as aforesaid, Signer and
Sealer of the foregoing Instrument and acknowledged the same to be his free
act and deed and the free act and deed of said Corporation, before me.

Commissioner of the Superior Court

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

December , 1981

Personally appeared, _____, of the City of Danbury and
duly authorized by its Common Council on _____, 1981, Signer and
Sealer of the foregoing Instrument and acknowledged the same to be his free
act and deed and the free act and deed of said City, before me.

Commissioner of the Superior Court

EXHIBIT A
DANBURY RESIDENTIAL HOUSING PROGRAM

It is the objective of the City to address certain of the housing needs in the City. The City will issue tax exempt revenue bonds, the proceeds of which will be utilized to provide mortgages for housing in the City. Guidelines of the Program include:

Owner-Occupied:

1. Mortgages will be made for newly constructed (one unit only) or existing single family housing (1-4 units) in the City of Danbury.
2. Mortgage loans will be insured or guaranteed by FHA, VA or private mortgage insurance companies licensed to do business in the State of Connecticut and will not exceed the percentage of the sales price permitted by such insurer or guarantor.
3. Mortgage loans will be made for a period up to 30 years.
4. The mortgaged property will be the primary residence of the Mortgagor.
5. Borrowers must not have owned their principal residence within the three (3) years immediately preceding the date of execution of mortgage.
6. Sales price limits will not exceed those permitted by Section 103 of the Internal Revenue Code.
7. Incomes of borrowers will not exceed those limits set forth in the Act.
8. The bonds and mortgages issued pursuant to the Program shall comply with the requirements of Section 103 of the Internal Revenue Code and the Act.
9. The bond issue is to be sold within 12 months from the signing of this Agreement.

Multi-family:

One or more multi-family rental developments, (new construction or rehabilitation), located in the City, may be financed; the owners of such developments may be either non-profit or profit motivated.

All financings will be structured so as to ensure compliance with applicable federal, state and local legislation.

In performing the services required under this agreement, except where specific City approval is required, CDC shall have complete latitude in making all decisions relative to the Program. In making such decisions, CDC shall be obligated to follow good and sound business practices.

EXHIBIT B
CITY'S SERVICES

1. Coordinate the scheduling of meetings.
2. Coordinate the input of the various required employees, committees and officers of the City.
3. Obtain all necessary City approvals and actions.
4. Distribute reports and materials provided by CDC to the proper parties.
5. Provide CDC with any pertinent information regarding the City and the Program necessary for the implementation of the Program.
6. Execute any and all documents necessary for the implementation of the Program.
7. Execute and deliver the bonds at bond closing upon receipt of bond proceeds.
8. Adopt any and all resolutions necessary for the proper implementation of the Program.
9. Review and approve or disapprove any deviations in the Program.
10. Do all things necessary and incidental to the successful implementation of the Program.

EXHIBIT C
CDC SERVICES

CDC Services For Owner-Occupied Residential Mortgage Financing:

1. Assist the City in developing a housing program.
2. Solicit, review and underwrite mortgage applications: The review and underwriting process will be extensive, both testing compatability with the Program and the ability of the proposed mortgagor to satisfactorily meet mortgage obligations.
3. Bond issue: Retain financial advisors, trustee, paying agent, accountants, printers, investment bankers and whatever other professional assistance necessary for the successful sale of the financial obligations required to fund the Program. Attend all meetings and assist in the preparation of all documents necessary for the successful sale of bonds.
4. Negotiate investment agreements for investment of Program funds.
5. Submit recommendations for Program deviations: In instances where CDC recommends a deviation from the Program, it shall submit all necessary documents to the City for its approval.
6. Originate the mortgage loans.
7. CDC will service the mortgages. CDC will require that all mortgage payments including payments into escrow accounts be promptly paid. If there are any deficiencies in meeting the mortgage obligations, CDC will require that such deficiencies are rectified.
8. Maintain required mortgage escrow funds.
9. Keep accurate financial accountings of Program funds.

CDC services for Multi-Family Rental Housing Development:

1. Assist the City in developing a housing program.
2. Assist the City in the selection of a sponsor/developer.
3. Review and underwrite mortgage application: The review and underwriting process will be extensive, both testing compatability with the Program and the ability of the proposed development team to satisfactorily complete the development in accordance with the expressed plans.
4. Bond issue: Retain bond counsel, financial advisors, accountants, printers, investment bankers and whatever other professional assistance is necessary for the successful sale of the financial obligations required to fund the Program. Attend all meetings and assist in the preparation of all documents necessary for the successful sale of bonds.

5. Submit recommendations for Program deviations: In instances where CDC recommends a deviation from the Program, it shall submit all necessary documents to the City for its approval.
6. Mortgage insurance: Prepare and file all necessary applications for mortgage insurance.
7. Issue mortgage loan commitments: CDC shall issue a mortgage loan commitment fully setting forth the mortgage loan criteria and the requirements and restrictions to be placed upon the development.
8. Initial Loan Closings: CDC shall conduct an initial loan closing for the mortgage loan.
9. Monitor Construction/Mortgage Loan Advances: CDC shall monitor construction at intervals it deems reasonable. At the time of filing requisitions for payment, CDC shall physically inspect the development to ascertain that the work being requisitioned for was satisfactorily completed. Along with each mortgage loan requisition CDC shall receive copies of receipts or bills for the work requisitioned for. Payments for requisitions shall not exceed 90% of the amount requisitioned until at least 90% of all the work at the development has been satisfactorily completed. Upon 90% completion, the holdback, at CDC's discretion, may be reduced to 5%. CDC shall make every effort to pay requisitions within 3 business days of receipt.
10. Cost Certifications/Final Closing: Upon completion of construction, CDC will review mortgagor's certification of the actual amount spent for acquisition and rehabilitation. Upon approval of cost certification, CDC will schedule the final closing at which time any balance due under the mortgage loan will be advanced. In the event cost certification indicates that less monies were spent than applied for, CDC, at its discretion, may either require additional work to be done to the development or may reduce the mortgage loan to the actual amount spent.
11. Oversee Rent-Up.
12. Service Mortgages: CDC will require that all mortgage payments including payments into escrow accounts be promptly paid. CDC will audit the management of the development through onsite inspections at times and intervals it deems appropriate and review of the books and accounts of the property manager and mortgagor. If there are any deficiencies in the operation of the development, CDC will require that such deficiencies are rectified. CDC will also approve rent increases.

EXHIBIT D
COMPENSATION

For the performance of the technical services, advice and assistance necessary to implement and administer the Program, CDC shall receive the following compensation:

1. A loan commitment and financing fee in the amount not to exceed 2.0% of the original principal amount of the mortgage loan, which shall be paid by borrower to CDC at or prior to initial loan closing.
2. The difference between the net interest cost on the bonds (or other obligations issued to provide mortgage financing) and the interest rate on the mortgages or other investments of the bond or obligation proceeds (including temporary investments pending mortgage advance and capital reserve fund). With regard to the difference of interest rates on the funds invested in mortgages, this amount shall not exceed that amount allowed by Section 103 of the Internal Revenue Code.

From this amount, CDC is required to pay all ongoing costs of administration of the Program. To the extent that such fees and costs are normally reimbursable from the Mortgagor or the development, CDC shall be entitled to reimbursement for the actual expenditures.

CDC shall collect:

- a. All payments of principal, interest and late charges or penalties due under the mortgages; and
- b. All interest earned on other investments of bond proceeds and mortgage payments.

Disbursements from (a), above, shall be made, on a monthly basis, in the following order:

- (1) Costs of Issuance Account (if any)
- (2) CDC
- (3) Trustee account for payment to bondholders.

Disbursements from (b), above shall be made, on a monthly basis, in the following order:

- (1) Trustee account to the extent necessary to amortize the principal amount of bond proceeds invested.
- (2) Balance, if any, to CDC.

In no event shall CDC be required to use its funds to pay principal and interest on the bonds.

It is the express intention of the parties hereto that the Program shall be self-liquidating as to all expenses and that with the exception of a requirement in the single family owner occupied portion of the Program that the City appropriate a certain amount of funds up to 3% of the bond issue to add to the capital reserve fund or other reserves required under the bond indenture or to be used to provide mortgage loans, the City will not be required to contribute any additional funds to the Program to cover the costs of creation, implementation, administration or anything incidental thereto.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the City desires to develop a Housing Finance Program through the issuance of tax-exempt revenue bonds; and

WHEREAS, the City desires to retain the Community Development Corporation to render certain technical services, advice and assistance with respect to the development, implementation and administration of the program;

NOW, THEREFORE, BE IT RESOLVED that Mayor James E. Dyer be and hereby is authorized to execute a contract and any necessary amendments thereto with the Community Development Corporation in a form substantially as appears in the attached Exhibit A;

AND BE IT FURTHER RESOLVED that Mayor James E. Dyer be and hereby is authorized to do any and all acts additionally necessary to effectuate the purposes hereof.

City of Danbury



DANBURY, CONNECTICUT 06810

DEPARTMENT
OF FINANCE

January 7, 1982

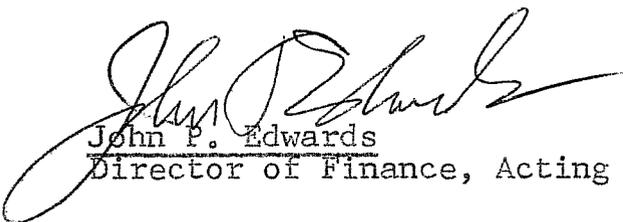
To: Common Council via
Mayor James Dyer

From: John P. Edwards

Re: Certification #100

We hereby amend the certification of (Dec. 7, 1981) of \$30,000 for the Fire Department to \$79,100.

We hereby certify as to the availability of \$10,910.70 in the Contingency Fund and \$68,189.30 in the State Contingency Fund to be transferred to Fire Department Overtime Service Account #02-02-100-010500 (Total \$79,100.).


John P. Edwards
Director of Finance, Acting



CITY OF DANBURY
OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

JAMES E. DYER
MAYOR

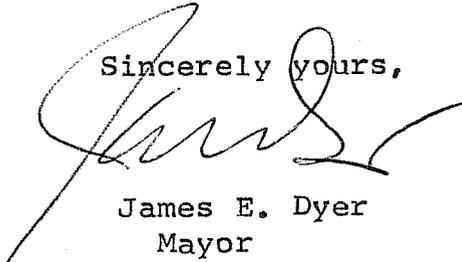
January 11, 1982

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members:

The attached request from the Fire Chief is submitted for your review. This is an amendment to a previous request.

Sincerely yours,



James E. Dyer
Mayor

mr

Joseph J. Bertalovitz, Jr., Chief



Chief's Phone-Office 748-5260

Home 748-2487

*City of Danbury
Fire Department*

*19 New Street
Danbury, Conn. 06810*

December 29, 1981

TO: Mayor James E. Dyer
Common Council Members

We respectfully request that the amount of \$79,100. be appropriated to account #010500 Overtime Services (Activity #02-02-110) to cover monies to be expended in the next six month period for overtime.

Explanation of this increase is the overtime hiring on a 24 hour basis, seven days a week since the arrival of the Ladder Tower Truck and recent agreement with the City to reopen Engine Company #21.

Respectfully submitted,

J. J. Bertalovitz, Jr. Chief
J. J. Bertalovitz, Jr. Chief
City of Danbury Fire Dept.

(The following information provided by Captain Reznaski for B and C groups, Captain Roche for D group and Asst. Chief Tomanio for A group.)

Projected overtime hiring for January 1, 1982 thru June 30, 1982.

Sickness and injury are not figured in. The list was compiled by researching the last five years vacation lists for each individual man, and coming up with an average time that he has taken, or what his trends have been. Since many of the personnel have more vacation time coming within the last couple of years, this type of trend has been figured into the total picture.

B GROUP

Firefighters	48
Lieutenants	21
Captains	9
Asst. Chiefs	5

C GROUP

Firefighters	120
Lieutenants	111
Captains	17
Asst. Chiefs	7

(C Group has to hire 1 private and 1 Lt. each working day. This number has been figured into the above figures.)

D GROUP

Firefighters	43
Lieutenants	5
Captains	4
Asst. Chiefs	3

A GROUP

Firefighters	35
Lieutenants	62
Captains	5
Ass. Chiefs	16

Total projected days of hiring if number of men stay the same from now to June 30, 1982.

		<u>Average Wage (OT)</u>	<u>Total</u>
Firefighters	246	\$139.75	\$34,378.50
Lieutenants	199	168.12	33,455.88
Captains	25	188.64	4,716.00
Assistant Chiefs	31	211.14	<u>6,545.34</u>
			\$79,095.72

Some of the above would be paid by Acting Officers pay in June, from Regular Salaries Account. Example being, a Captain being hired for an Assistant Chief and being paid OT at a Captain wage, then in June receiving Acting Officers pay for Assistant Chief.



City of Danbury

DANBURY, CONNECTICUT 06810

DEPARTMENT
OF FINANCE

January 5, 1982

To: Common Council via
Mayor James Dyer

From: John P. Edwards

Will you kindly consider at the February meeting the need for an additional \$18,000. for the State Unemployment Insurance Account #02-09-131-073000. This account fluctuates a great deal. The main source of claims is from people who quit and terminated Federal programs. We hereby certify to the availability of \$18,000 in the State Contingency Account.

John P. Edwards
Director of Finance, Acting



CITY OF DANBURY

COMMON COUNCIL

DANBURY, CONNECTICUT 06810

January 11, 1982

REPORT

The Common Council committee appointed to review appointments to the Youth Commission, Conservation Commission, Aviation Commission, Library Board of Directors and Environmental Impact Commission, met on January 7, 1982 at 7:00 P.M.

The Committee reviewed the biographies of the appointees and the attendance records of the re-appointees. After due deliberation and study, the committee voted unanimously to recommend to the Common Council that the following appointments be confirmed:

Youth Commission - Gregory Pin.

Conservation Commission - Edmundo Sousa - Donald G. Sollose

Aviation Commission - Richard Tomaino - C. Richard Hale - Paul D. Estafan

Environmental Impact Commission - Edmundo Sousa - Jean Fuda.

Danbury Library Board of Directors - Dr. Ruth Haas - Margaret Pastorino
Patricia Fernand.

Respectfully submitted

Constance McManus

Chairman

Joseph DaSilva

Edward Torian

TO: COUNCIL PRESIDENT McMANUS

FROM: Mary Ann Doran

RE: Biography of Gregory Pin; Richard Tomaino; Edmundo Sousa; Jean Fuda

Greg is a college graduate with a degree in accounting. He is currently looking for a permanent job. He is working as a salesman at the present time.

Greg is interested in serving on the Youth Commission.

Greg was active in the recent Democratic campaign, I am sure that you and members of the Council will remember working with him during the campaign.

Richard is a member of the Danbury Fire Department; served in the U. S. Air Force and active in community affairs.

Richard has expressed and interest in serving on the Aviation Commission.

Edmundo is a member of the Democratic Town Committee; American Management Association and the Stamford Engineering Society. He has a Bachelor of Science Mechanical Engineering, Industrial Institute of Porto, Portugal.

Edmundo is employed as an Air Pollution Control Engineer at Peabody Process Systems in Stamford.

Edmundo is interested in serving on the Conservation Commission and the EIC.

Jean is a registered republican. Jean is currently a member of the Conservation Commission. She has been recommended as the Conservation Commission's representative as an alternate to the EIC.

The EIC ordinance requires that the Conservation Commission be represented by a regular and alternate member.

DONALD G. SOLLOSE
5 PEMBROKE TERRACE
DANBURY, CONNECTICUT 06810

EMPLOYMENT:

20 years of service at Con Edison of New York as a Senior Design Technician, Westchester Engineering. Present duties include system design and construction forecasting and municipal contact. Working with local government, County and State agencies regarding proposed new installation and maintenance of existing public utility.

EDUCATION:

Completed High School in the State of New York. Three years of College including St. John's University, Hofstra College and a drafting course in Delehanty Institute.

COMMUNITY
INTEREST:

Member of the Parents-Teachers Organization at Broadview Junior High. Member of the Parents-Teachers Organization at Danbury High School. Active at St. Joseph's Parish, Danbury.

PERSONAL
DATA:

Date of Birth: May 28, 1940
Marital Status: Married, three children
Health: Excellent

CHARLES RICHARD HALE - 39 Juniper Ridge Rd

Mr. Hale graduated from Drexel College and has several post-graduate credits from Rochester Institute of Technology.

He is manager of Advanced Planning for Perkin Elmer and has been active in many civic organizations including the JayCees and Boy Scouts. In his Church he is vice-president of the trustees and chairman of the finance and property committee.

Mr. Hale has expressed an interest in serving on the Aviation Commission.

PAUL D. ESTAFAN - 156 Triangle St.

Mr. Estafan is married and works as a constable in Redding. He is active in community affairs and was very active in the Beaver Brook Volunteer Fire Department. Mr. Estafan has expressed an interest in serving on the Aviation Commission.



01-05

CITY OF DANBURY

COMMON COUNCIL

DANBURY, CONNECTICUT 06810

January 11, 1982

REPORT

The Common Council committee appointed to review appointments to the Youth Commission, Conservation Commission, Aviation Commission, Library Board of Directors and Environmental Impact Commission, met on January 7, 1982 at 7:00 P.M.

The Committee reviewed the biographies of the appointees and the attendance records of the re-appointees. After due deliberation and study, the committee voted unanimously to recommend to the Common Council that the following appointments be confirmed:

Youth Commission - Gregory Pin.

Conservation Commission - Edmundo Sousa - Donald G. Sollose

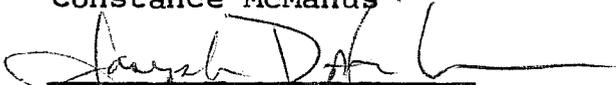
Aviation Commission - Richard Tomaino - C. Richard Hale - Paul D. Estafan

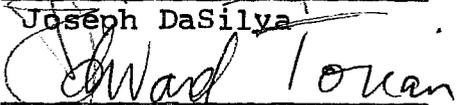
Environmental Impact Commission - Edmundo Sousa - Jean Fuda.

Danbury Library Board of Directors - Dr. Ruth Haas - Margaret Pastorino
Patricia Fernand.

Respectfully submitted


Constance McManus Chairman


Joseph DaSilva


Edward Torian

CHARLES RICHARD HALE - 39 Juniper Ridge Rd

Mr. Hale graduated from Drexel College and has several post-graduate credits from Rochester Institute of Technology.

He is manager of Advanced Planning for Perkin Elmer and has been active in many civic organizations including the JayCees and Boy Scouts. In his Church he is vice-president of the trustees and chairman of the finance and property committee.

Mr. Hale has expressed an interest in serving on the Aviation Commission.

PAUL D. ESTAFAN - 156 Triangle St.

Mr. Estafan is married and works as a constable in Redding. He is active in community affairs and was very active in the Beaver Brook Volunteer Fire Department. Mr. Estafan has expressed an interest in serving on the Aviation Commission.

CITY OF DANBURY

To: _____

A special meeting of the Common Council _____ of the City of Danbury will be held on the 11th day of January, _____ 19 82 at 7:00 o'clock p.m., at the City Hall in said Danbury.

For the purpose of acting upon the following:

1. Report & Communication - Appointments to the Conservation Commission.
2. Report & Communication - Appointment to the Youth Commission.
3. Report & Communication - Appointment to the Aviation Commission.
4. Report & Communication - Re-appointments to Danbury Library Board of Directors.
5. Report & Communication - Appointments to the Environmental Impact Commission.
6. Communication - Engineering Study and Landfill Operation Plan.
7. Communication - Agreement between City of Danbury and Community Development Corporation.
8. Communication - Request for additional funds for overtime account in Danbury Fire Department.
9. Communication & Certification - Request for additional funds for the State Unemployment Insurance Account.

Dated at Danbury, this 8th day of January, _____ 19 82

 _____ Mayor
 _____ Clerk

To the sheriff or any policeman of the City of Danbury.

You are hereby required to notify the above named member _____ of the Common Council of the City of Danbury of the special meeting of said board by leaving with or at the usual place of abode or place of business of such member not less than 24 hours before the hour specified for said meeting, a notice in form annexed, and to make due return thereof at the time of said meeting.

 _____ Mayor

NOTE: PLEASE LEAVE PACKETS FOR ALL COUNCIL MEMBERS AT THEIR HOMES WHETHER THEY ARE THERE OR NOT. THANK YOU.

RETURN OF SERVICE

By virtue of the within warning, I have served Notice on each of the members of the Common Council of the City of Danbury, of the Special Meeting of said Board, each Notice duly signed by the Mayor and City Clerk, by leaving such written Notice with each of the following members of said Common Council, to-wit:

<u>NAME</u>	<u>TIME</u>
1. <u>CONSTANCE McMANUS</u>	3:05
2. <u>RICHARD B. ELDER</u>	CWC 1717 01/08/82
3. <u>BERNARD P. GALLO</u>	2:30pm
4. <u>JOHN A. McGARRY</u>	3:15pm
5. <u>RUSSELL M. FOTI</u>	2:35
6. <u>CAROLE A. TORCASO</u>	1:50pm
7. <u>GENE ERIQUEZ</u>	1:25pm
8. <u>JOHN ESPOSITO</u>	1:30pm
9. <u>NICHOLAS ZOTOS</u>	12:50pm 01/08/82
10. <u>FRANK REPOLE</u>	12:55pm 01/08/82
11. <u>DIANE EPPOLITI</u>	CWC 1639/01/08/82 1:05pm 01/08/82
12. <u>RICHARD M. WHITE</u>	CWC 1650 01/08/82
13. <u>ANTHONY J. CASSANO</u>	CWC 1710 01/08/82
14. <u>LOUIS T. CHARLES, JR.</u>	1:10pm
15. <u>ERNEST M. BOYNTON</u>	1:20pm
16. <u>JOSEPH DaSILVA</u>	1:15pm
17. <u>JAMES P. BURKE, JR.</u>	CWC 1626 01/08/82
18. <u>THOMAS E. EVANS</u>	CWC 1701 01/08/82
19. <u>JANET A. BUTERA</u>	2:15
20. <u>EDWARD T. TORIAN</u>	3:15
21. <u>MOUNIR FARAH</u>	

Each Notice so served upon each member, all having been done by me on this date _____.

Attest: P.O. Frank Wall
Policemen of the City of
Danbury