

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

Re: Minutes of the Special Meeting of the Common Council held on October 16, 1986.

The meeting was called to order at 7:30 P.M. by the Honorable Mayor James E. Dyer who led the assembly in the Pledge of Allegiance to the Flag.

The Prayer was offered by Councilman John Esposito.

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

PRESENT: Council Members Johnson, Sollose, Philip, Torcaso, Godfrey, Zotos, Hadley, Rotello, Cassano, McManus, Gallo, Esposito, Charles, Boynton, Butera, DaSilva, Eriquez, Smith and Torian.

ABSENT: Flanagan and Farah.

19 Members Present - 2 Members Absent.

Mrs. McManus reported that Mr. Flanagan's father is in the hospital and Mr. Farah teaches a class on Thursday evenings.

NOTICE OF SPECIAL MEETING - To be held on the 16th day of October, 1986 at 7:30 O'Clock P.M. in the Council Chambers in City Hall, for the purpose of the following:

- 01 - REPORT - Homeless Shelter Lease.
- 02 - APPOINTMENT - Purchasing Agent.
- 03 - COMMUNICATION - Lease between the City of Danbury and John Patton for the winter stockpiling of sand and salt.
- 04 - COMMUNICATION - Delegate Agency Contract for Shelter.
- 05 - REPORT - Establishment of a Special Services District in Downtown Danbury.
- 06 - REPORT - Showhouse at Tarrywile Park.
- 07 - REPORT - Request for sewer and water extension - Deer Hill Development Company.

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

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

- 01 - REPORT - Homeless Shelter Lease.

Councilman Anthony Cassano submitted a report stating that the committee appointed to review the request for a shelter for the homeless met on October 15, 1986, at 7:30 P.M. in Room 432. Council Members Gallo and Boynton were in attendance. City Officials in attendance were Mayor James Dyer, Administrative Aide Phil Capozzi, Mayoral Aide Jackie Cruz, Assistant Corporation Counsel Les Pinter, Director of Welfare Deborah MacKenzie, Associate Housing Director Paul Sherloh, Comptroller Dominic Setaro and Legislative Leader John Esposito. Other attendees were Captain Gordon Magill of the Salvation Army and Rev. Michael Coburn of St. James Church.

Councilman Gallo opened the meeting by stating that there was \$15,000 in the grant fund to cover the first year's lease. Councilman Boynton asked Captain Magill about supervision and security for the shelter. Captain Magill stated that this would not be a problem.

Councilman Boynton moved to recommend adoption of the lease to the Common Council. Councilman Gallo seconded the motion. Both members voted in the affirmative.

Mayor Dyer stated that he would like to reserve the right to negotiate better terms, if possible, but could live with the lease as it is written. The committee felt that the Mayor not only had the right but the authority to better negotiate the lease if needed on behalf of the City.

October 16, 1986

RESOLUTION - WHEREAS, there is a pressing need for emergency shelter for the homeless in the Danbury area, and

WHEREAS, the State of Connecticut has made grant funds available to assist the City of Danbury providing such shelter, and

WHEREAS, the City of Danbury must make arrangements to negotiate and execute a lease for the use of space at 111 Main Street for the purpose of housing the homeless;

NOW THEREFORE, BE IT RESOLVED THAT Mayor James E. Dyer be and hereby is authorized to execute a lease with MARIA DASILVA and THE ESTATE OF JOSEPH DASILVA for the establishment of the shelter for the homeless in a form substantially similar to that attached hereto, and be it further resolved that Mayor James E. Dyer be and hereby is authorized to execute any amendments thereto and to take any additional action which may be necessary to accomplish the purposes hereof.

L E A S E

THIS INDENTURE, made by and between MARIA DA SILVA and MARIA DA SILVA, EXECUTRIX OF THE ESTATE OF JOSEPH DA SILVA, of the City of Danbury, County of Fairfield and State of Connecticut, hereinafter referred to as LESSOR, and THE CITY OF DANBURY, a Municipal Corporation organized and existing under the laws of the State of Connecticut, hereinafter referred to as LESSEE,

W I T N E S S E T H :

1. PREMISES: Lessor has leased and does hereby lease to said Lessee the following described premises situated in the City of Danbury, to wit: The ground floor premises consisting of approximately 2,500 square feet located at 111 Main Street, being the southwest corner of the ground floor of the building located at 111-113 Main Street in said Danbury.
2. TERM: The term of this agreement shall begin on DECEMBER 1, 1986 and end at midnight on NOVEMBER 30, 1989.
3. RENT: Lessee agrees to pay Lessor, without demand rent as follows:
 - (a) From DECEMBER 1, 1986 to NOVEMBER 30, 1987, equal monthly installments of ONE THOUSAND TWO HUNDRED (\$1,200.00) DOLLARS on the first day of each month in advance;
 - (b) From DECEMBER 1, 1987 to NOVEMBER 30, 1988, equal monthly installments of ONE THOUSAND THREE HUNDRED (\$1,300.00) DOLLARS on the first day of each month in advance; and
 - (c) From DECEMBER 1, 1988 to NOVEMBER 30, 1989, equal monthly installments of ONE THOUSAND FOUR HUNDRED (\$1,400.00) DOLLARS on the first day of each month in advance.
4. INCREASED TAX: Lessee agrees during each year of this Lease or any option period or renewal of this Lease, to pay Lessor as additional rent a sum equal to ten (10%) per cent the increase in the real property tax on future Grand Lists over and above said tax on the List of October 1, 1985. Said sum shall be payable within fifteen (15) days of the written request to Lessee by the Lessor, which request shall include copies of the

tax bill for taxes on the List of October 1, 1985, and the latest tax bill and a computation of the increase, if any. Lessee further agrees during each year of this Lease, or any option period or renewal of this Lease, to pay the Lessor as additional rent a sum equal to the increase in water and sewer charges over the charges shown on bills rendered September, 1986, for water and September, 1986, for sewer attributable to the Lessee's use. Said sum shall be payable within fifteen (15) days of the written request to Lessee by the Lessor, which request shall include copies of the base bill and the latest bill and a computation of the increase, if any.

5. SECURITY DEPOSIT: Lessee has deposited with Lessor the sum of ONE THOUSAND TWO HUNDRED (\$1,200.00) DOLLARS, as security for the performance by Lessee of the terms of this Lease. The Lessor may use, apply, or retain the whole or any part of the security so deposited to the extent required for the payment of any rent and additional rent or other sum as to which Lessee is in default or for any sum which the Lessor may expend or may be required to expend by reason of Lessee's default in respect of any of the terms of this Lease, including, but not limited to, any damages or deficiency in the reletting of the leased property, whether such damages or deficiency accrued before or after summary proceedings or other re-entry by the Lessor. In the event that the Lessee shall comply with all of the terms of this Lease, the security shall be returned to Lessee after the date fixed as the end of the Lease and after delivery of possession of the leased property to the Lessor. In the event of a sale of the premises of which the leased property forms a part, the Lessor shall have the right to transfer the security to the vendee and the Lessor shall thereupon be released from all liability for the return of such security. Lessor shall notify Lessee of such transfer in writing. Lessee shall look solely to the new landlord for the return of such security. Lessor shall not assign or encumber the money deposited as security, and neither the Lessee nor its successors or assigns shall be bound by any such assignment or encumbrance. Lessee shall not be entitled to any interest on said security deposits.

6. UTILITIES: The Lessor shall not be required to furnish any service to the leased premises, except cold water and sewer. The Lessee shall pay all charges for gas, electricity, light, heat, hot water, power, garbage, snow removal and other services used in or about or supplied to the leased property, and shall indemnify the Lessor against any liability on such account. The Lessee agrees to maintain the heat in the leased premises at a reasonable level so as to prevent damage to the structural plumbing and heating systems, foundations, and walls of the building, and any damage to same caused by the Lessee's failure to provide adequate heat, shall be repaired at the Lessee's expense. In the event the Lessor installs a separate meter for the leased premises, the Lessee will be responsible for payment of all water and sewer use to the leased premises.

Lessee shall be responsible for extermination of rodents as needed and cockroaches and other insects at a minimum of once per month, or more frequently if Lessor deems it necessary. Such extermination shall be done by an independent licensed exterminator, who shall provide directly to Lessor signed reports verifying each treatment.

7. USE OF PREMISES: Lessee agrees to use the leased premises as a shelter for women and/or not more than three (3) families. Any other unrelated use is prohibited without the written approval of the Lessor, except that if Lessee decides to discontinue the shelter, it may use the premises as municipal offices. Lessee will not allow for an unreasonable length of time any debris, belonging to said Lessee, to remain in the leased premises or in any "common areas", and it will remove from the Lessor's premises all debris to a proper place of disposal. The Lessee agrees to obtain all zoning, health or other governmental permits required in connection with this Lease in general or the specific use contemplated by the Lessee. The Lessor makes no representation as to the compliance of the use with any governmental regulation. This Lease shall remain in full force and effect and shall be binding on the parties in the event of any enforcement action by any governmental agency arising out of the Lessee's use of the premises.

The Lessee shall provide close supervision and security for the premises at all times. The Lessee shall prevent loitering

or gatherings of people on the premises or in the vicinity of the premises and interference with or disturbance to other tenants in the building of which the leased premises are a part or to tenants or owners of property in the vicinity of the leased premises. Failure to satisfy these conditions shall constitute a default by Lessee under this Lease.

8. CONDITION OF PREMISES: (a) Lessee represents that it has examined the premises and agrees to accept the premises AS IS. In the event the Lessee wants to make any renovations on the premises, the Lessee shall first submit plans of such renovations to the Lessor for Lessor's approval. No such renovations shall be made without Lessor's approval, which approval shall not be unreasonably withheld. Throughout the terms of this Lease and for so long as Lessee or its assigns shall occupy said premises, Lessee at its sole expense, shall keep the leased premises as now or hereafter constituted in good condition and shall make all repairs, replacements, and renewals ordinary and extraordinary necessary to maintain the leased property and all appliances and appurtenances belonging thereto. Said repairs and replacements shall include, but not be limited to heating, electrical and plumbing fixtures within the leased premises and used exclusively by the leased premises. All repairs, replacements, and renewals shall be at least equal in quality of workmanship and materials to that existing in the leased premises at this date. Lessee shall indemnify Lessor against all costs, expenses, liabilities, losses, damages, suits, fines, penalties, claims, and demands, including reasonable attorney's fees, because of Lessee's failure to comply with the foregoing.

Lessor shall in no event be required to make any repair, alteration or improvement to the leased premises except for: structural plumbing and electrical systems, foundations, exterior walls and roof of the building, hallways, lobby, and "common areas" of the building, provided damage to same has not been caused by the Lessee in which case such repairs shall be made at Lessee's expense.

The necessity for and adequacy of repairs, replacements and renewals to the leased premises shall be measured by the standard which is appropriate for improvements of similar construction and class, provided that Lessee shall in any event make all repairs

necessary to comply with the building, health, and fire codes of the City of Danbury, Connecticut.

(b) Upon the last day or sooner termination of the term hereof, Lessee shall surrender to Lessor the leased premises in broom clean condition. All erections, alterations, additions and improvements, whether temporary or permanent in character, which may be made upon the premises, either by the Lessor or the Lessee, except furniture and movable trade fixtures shall be surrendered with the premises as a part thereof upon the termination of this Lease without compensation to the Lessee.

9. ASSIGNMENT: The Lessee shall not assign, mortgage, or encumber this Lease in whole or in part, or subject all or any part of the demised premises to a sublease without the prior written consent of Lessor, which consent shall not be unreasonably withheld. The consent by Lessor to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. This prohibition against assigning or subletting shall be construed to include a prohibition against assigning or subletting by operation of law, but it shall not prevent Lessee from contracting with an independent agency approved by Lessor to operate the shelter, provided Lessee remains responsible for compliance with the terms of this Lease. If this Lease be assigned or if the demised premises or any part thereof be occupied by anybody other than Lessee, Lessor may collect rent from the assignee, or occupant and apply the net amount collected to the rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of this provision or the acceptance of the assignee, undertenant or occupant as Lessee, or as a release of Lessee from the further performance by Lessee of the provisions on its part to be observed or performed herein. Notwithstanding any assignment or sublease, Lessee shall remain fully liable and shall not be released from performing any of the terms of this Lease. If Lessee is a corporation and if any transfer, sale, pledge, or other disposition of the common stock shall occur, or power to vote the majority of the outstanding capital stock be changed, then Lessee shall so notify Lessor and Lessor shall have the right, at his option, to terminate this Lease upon five (5) days notice to Lessee.

In the event Lessee requests Lessor's consent to such assignment or sublease, Lessee agrees to pay all of Lessor's expenses connected therewith, including, but not limited to broker's fees for investigation of prospective new tenants and attorney's fees for preparation and review of necessary documents.

10. FIRE AND EXTENDED COVERAGE INSURANCE: During the term of this Lease and extension thereof, the Lessor at his own cost and expense shall keep the building and improvements thereon insured against loss or damage by fire and extended coverage. If the leased premises are totally destroyed by fire or other casualty during the term herein, then, and in that event, by virtue of its express stipulation, the Lease shall cease and terminate. In the event that the premises are partially destroyed by fire or other casualty during the term herein, which partial casualty affects the enjoyment and occupancy of the leased premises, then, and in that event, the Lessee shall give immediate written notice to the Lessor. If said partial destruction or casualty shall amount to less than 25% of the leased improvements, then and in that event, the Lessor shall cause the leased premises to be repaired as speedily as possible. The Lessee's obligation to pay rent shall abate in direct proportion to that portion of the premises destroyed as related to the whole of the leased premises.

In the event that the partial destruction or casualty to the leased premises is more than 25%, then and in that event, the Lessor in his sole and separate discretion shall determine whether or not to cause the repair and rehabilitation of the leased premises. In the event that the Lessor decides not to rehabilitate and repair the subject premises, then and in that event, this Lease shall cease and be terminated.

Any fire insurance business loss insurance or other casualty insurance desired by Lessee on trade fixtures, inventory, or other property of the Lessee on said premises shall be obtained at the Lessee's sole expense.

11. LIABILITY INSURANCE: During the term of this Lease Lessee shall provide at its own expense liability insurance provided by any company licensed by the State of Connecticut which Lessee shall choose. The limits of said insurance shall be at least One Million (\$1,000,000.00) Dollars for an injury to or the death of one person and Five Million (\$5,000,000.00) Dollars for any injury to or the death of more than one person in any one occurrence. Lessee shall provide Lessor with a copy of said insurance policy with Lessor named as an insured.

Lessor may require periodic increases in the limits of said insurance in the event the cost of living measured by the increase in "The Revised Consumer Price Index - Cities 1967-100" increases more than 25% during the term of this Lease.

12. LESSOR'S ACCESS: Lessee agrees that Lessor, his servants and agents, including representatives of the insurance company or companies carrying insurance on the building containing the leased premises, shall have the right to enter upon the said premises at any time for repairs to building or equipment or in an emergency or to take preventative measures to protect and preserve the property of the Lessor. Lessee agrees that Lessor shall have continuous access to the basement of the building of which said premises is a part for repairs and maintenance and Lessee shall provide keys to Lessor for any locks controlling access to said basement.

13. INDEMNIFICATION: Lessee agrees that Lessor shall not be liable for any injury or damage to the property or business of Lessee caused by water, steam, fire, gases, electricity, or the elements. Lessee does further agree that, excepting for damages or injuries due to Lessor's negligence, it will at all times indemnify Lessor and save him harmless from any and all claims for injury or damage sustained upon the leased premises to the person or property of any person other than the Lessee.

14. CONDEMNATION: In the event of a condemnation of the premises, which shall include a taking of all or a substantial part of the building on the premises, this Lease shall, at the option of either party, terminate upon the completion of such taking. The rent shall be apportioned as of that date. The condemnation award shall belong solely to the Lessor. Lessee shall be entitled to relocation costs, if any, provided said costs may be separately determined as an element of the award and not included in the determination of the value of the interest of the Lessor in the leased premises. In the event of a partial taking of the premises in such manner that the Lessee, or its sublessees or assigns, is able to continue without substantial modification the operation then being conducted on the leased premises, then this Lease shall remain in full force and effect. Any award for partial taking shall belong solely to the Lessor. Nothing herein shall be construed to deprive Lessee of its rights upon condemnation as set forth in Connecticut General Statutes.

15. SUBORDINATION: This Lease shall be automatically subordinated to any future mortgage or mortgages given on said premises by the Lessor. The Lessee agrees at the request of the Lessor to execute any further papers or documents which the Lessor or mortgagee deems necessary to effectuate such subordination, provided that same be done at no cost and expense to Lessee and further provided that said subordination should not in any way affect the terms, conditions, liabilities or rights of the parties in and to this Lease and that the lending institution will not disturb the possession of the Lessee as long as the Lessee performs its obligation under the terms of the Lease.

16. DEFAULT: (a) If the Lessee shall be in default in the payment of rent, and if such default shall continue for ten (10) days, the Lessor may, immediately, without notice, terminate this Lease and repossess the leased premises. If the Lessee shall be in default in the performance of any other covenant or condition herein contained, and if such default shall continue for ten (10) days after the sending by Lessor to Lessee of a written notice from the Lessor specifying such default, then Lessor may at his option, upon ten (10) days' written notice by registered or certified mail of his intention so to do, terminate this Lease and repossess the leased premises unless Lessee shall in the meantime remedy such default. If Lessee is adjudicated a bankrupt or makes an assignment for the benefit of creditors or has a receiver of its property appointed, then, Lessor may immediately without notice terminate this Lease and repossess the leased premises. Whenever this Lease terminates, either by lapse of time or by virtue of the stipulation herein, Lessee waives all right to any notice to quit possession as prescribed by the statutes relating to Summary Process.

(b) At any time after any such expiration the Lessor may relet the leased premises or any part thereof, for such term

and on such conditions as the Lessor, in his sole discretion, may determine, and may collect and receive the rent therefor. The Lessor shall in no way be responsible or liable for any failure to relet the leased premises or any part thereof, or for any failure to collect any rent due upon any such reletting. No such expiration of this Lease shall relieve Lessee of its liability and obligations under this Lease, and such liability and obligations shall survive any such expiration. In the event of any such expiration, whether or not the leased premises or any part thereof shall have been relet, Lessee shall pay to Lessor the rent and any additional rent required to be paid by the Lessee up to the time of such expiration, and thereafter the Lessee, until the end of what would have been the term of this Lease in the absence of such expiration shall be liable to the Lessor for, and shall pay to the Lessor, as and for liquidated and agreed current damages for the Lessee's default:

The equivalent of the amount of the rent and additional rent which would be payable under this Lease by the Lessee if this Lease were still in effect, less the net proceeds of any reletting effected pursuant to the provisions hereof, after deducting all the Lessor's expense in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, legal expenses, reasonable counsel fees, alteration costs and expenses of preparation for such reletting. Lessee shall pay the result of said calculation to Lessor on the first day of each month during the remainder of the term of this Lease.

17. QUIET ENJOYMENT: Lessor covenants with the Lessee that he has good right to lease said premises in the manner aforesaid, and he will permit the Lessee, upon Lessee's keeping all the covenants on its part as herein contained, to occupy, possess and enjoy said premises during the term aforesaid, without hindrance or molestation from the Lessor or any other person claiming by, from or under him.

18. NOTICES: Any notice or notice provided for in this agreement must be in writing and may be personally served upon the party or parties to receive such notice either within or without the State of Connecticut, or may be deposited in the

United States Mail, postage fully prepaid, in a registered or certified envelope addressed to the party or parties to be served at the following addresses, to wit:

TO LESSOR: Estate of Joseph Da Silva
and Maria Da Silva
c/o Bielizna, Frizzell,
Papazoglou, Ball and Olivo
66 West Street, P.O. Box 98
Danbury, Connecticut 06813-0098

TO LESSEE: Town Clerk
City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut 06810

19. CHANGE OF ADDRESS: The persons and places to which notices are to be mailed may be changed from time to time by Lessor or Lessee upon written notice to the other.

20. SHORT FORM: Either party may request the other to execute a Memorandum of Lease suitable for recording containing the information required by Section 47-19 of the Connecticut General Statutes (Rev.1958), but specifically excepting the rental provisions hereof.

21. INTERPRETATION: In construing this Lease, the singular shall include the plural and the plural the singular, and the masculine gender shall include the neuter gender, and vice versa, as the context may require.

22. GLASS INSURANCE: The Lessee further agrees to keep the glass of the leased premises adequately insured at its own expense so as to indemnify the Lessor against loss caused by breakage or injury of such glass, or to assure the replacement of such breakage without cost to the Lessor.

23. SIGNS: The Lessee may place and maintain in the front window of the leased premises such neat appropriate signs advertising its business as it shall desire. Upon the termination of this Lease the Lessee shall remove all such signs and repair any damage to the leased property caused by the erection, maintenance or removal of such signs. No exterior mounted signs will be permitted.

24. CAPTIONS: The captions of this agreement are inserted for convenience in reference only and do not constitute a part

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

)
) SS: CITY OF DANBURY
)

On this _____ day of _____, 1986, before me,
the undersigned officer, personally
appeared MARIA DA SILVA, individually, and MARIA DA SILVA,
EXECUTRIX of ESTATE OF JOSEPH DA SILVA, known to me to be the
person whose name is subscribed to the foregoing instrument and
acknowledged that she executed the same for the purposes therein
contained.

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

Commissioner of the Superior Court
Notary Public
My Commission Expires:

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

)
) SS: CITY OF DANBURY
)

On this _____ day of _____, 1986, before me,
the undersigned officer, personally
appeared _____, who acknowledged himself to
be the _____ of THE CITY OF DANBURY, a
Municipal Corporation, and that he as such officer, being
authorized so to do, executed the foregoing instrument for the
purposes therein contained, by signing the name of the Corpora-
tion by himself as

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

Commissioner of the Superior Court
Notary Public
My Commission Expires:

Councilwoman Janet Butera stated that she had some problems with the Report. She was confused as to which report was the correct one, the report submitted or the News Times report. She also was concerned about the location of the shelter since it will be across from a grammar school. If the proper people were not put in the shelter, this could create a problem.

Mayor Dyer stated that the thrust of the shelter is to provide shelter for women and children and not to accept adult single men. Mrs. Butera asked if there were an opening would a male be accepted. Mayor Dyer said no. Mrs. Butera asked what constituted a homeless person? Mayor Dyer said that it is a complex issue and that there are many categories of homeless persons. Mayor Dyer stated that Captain Magill has a good record for being a touch administrator and that the lease is very specific as to no single men.

Mayor Dyer stated that he is aware of the reservations about the location of the shelter. The Task Force was not reckless in deciding on this location. He stated that young children have to be educated in the realities of life.

Mayor Dyer stated that the City did not create the problem, the federal government did.

Mrs. Butera stated that she still did not like it on Main Street or across from the school. She asked if Captain Magill could submit a monthly report to the Common Council on the shelter. Also, Mrs. Butera stated that she had concerns about children in the shelter being left alone during the day when their mothers may be at work. Jackie Cruz stated that children would never be left alone at the shelter. They will be sent to a day care facility.

Mrs. Butera asked if there were kitchen privileges available. Ms. Cruz stated that there was and that a meal was required. Mrs. Butera stated that she thought that giving these people food in addition to shelter was very generous of the City.

Councilman Charles asked about Section 11 - liability. Is the City's insurance policy broad enough to cover the amounts in the lease. Comptroller Dominic Setaro stated that it is.

Councilman Godfrey asked if limiting the shelter to just women and children was not discriminatory. Eric Gottschalk, Assistant Corporation Counsel said the escape was the national basis test. Mr. Godfrey stated that he also feels very strongly that the federal government is at fault.

Councilman Philip inquired about the total cost of the lease. The Mayor said the approximate cost will be \$122,000, using a combination of state and city welfare money.

Councilman Boynton asked the Corporation Counsel, through the Chair, if on page 3, item 7 -should children be inserted. Mayor Dyer stated that families do not necessarily include a man. Assistant Corporation Counsel Pinter said that he will discuss this with the DaSilva family.

Councilman Boynton made a motion to accept the report and the resolution. Seconded by Councilman Eriquez and passed unanimously.

The Mayor thanked Jackie Cruz, Deborah MacKenzie, Len Sedney and Phil Capozzi for 8 months of hard work on this project.

02 - COMMUNICATION - Appointment of Purchasing Agent.

Letter from Dominic Setaro, the acting Director of Finance and Comptroller stating that he had interviewed the top three candidates for the job of Purchasing Agent. Based on those interviews he suggested the name of Warren Platz at a yearly salary of \$33,459.

Councilwoman McManus moved that the communication be accepted and the appointment be confirmed. Councilman Gallo seconded. The motion carried unanimously.

Letter from Daniel Minahan, Highway Superintendent, together with a copy of the attached lease for the winter stockpiling of sand at the property owned by Mr. Patton at the intersection of Padanaram Road and Route 39.

THIS INDENTURE

Made by and between JOHN R. PATTON, of the City of Danbury, County of Fairfield and State of Connecticut, hereinafter referred to as the

LESSOR, and the CITY OF DANBURY, a municipal corporation organized and existing under the laws of the State of Connecticut, hereinafter referred to as the

LESSEE, WITNESSETH: That the LESSOR has leased and does hereby lease to the LESSEE all that certain piece or parcel of land consisting of .664 acres and being the northerly portion of a gasoline station site as shown on a map entitled, "Survey for John R. Patton, Clapboard Ridge Road, Danbury, Connecticut" dated July 20, 1968 and filed in the Danbury Land Records as Map No. 4209 to which reference may be had. Said property is further bounded and described as follows:

- WESTERLY: By Clapboard Ridge Road, 123.60 feet along a curve;
- NORTHERLY: By land of James G. Patton, 195.68 feet;
- NORTHEASTERLY: By land of James G. Patton, 133.72 feet;
- SOUTHEASTERLY: By remainder of property of the Lessor herein, 325.52 feet

for the term of one (1) year from the seventh day of November, A. D. 1986 for the annual rent of One Thousand (\$1,000.00) Dollars payable in one payment of One Thousand (\$1,000.00) Dollars upon the signing of this Lease. Said premises shall be used by the LESSEE for storage of salt and sand to be used by the LESSEE for road maintenance during the winter months.

AND THE SAID LESSOR covenants with the said LESSEE that he has good right to lease said premises in manner aforesaid, and that he will suffer and permit the said LESSEE (it keeping all the covenants on its part, as hereinafter contained) to occupy, possess and enjoy said premises during the term aforesaid, without hindrance or molestation from the LESSOR or any person claiming by, from or under him;

AND THE SAID LESSEE COVENANTS with the said LESSOR to hire said premises and to pay the rent therefor as aforesaid, that it will commit no waste nor suffer the same to be committed thereon, nor injure nor misuse the same; and

also that it will not assign this lease nor underlet a part or the whole of said leased premises, nor make alterations therein, nor use the same for any purpose but that hereinbefore authorized, without written permission from said LESSOR but will deliver up the same at the expiration or sooner determination of its tenancy in as good condition as they are now in, ordinary wear, fire and other unavoidable casualties excepted.

PROVIDED, HOWEVER, and it is further agreed that if the said rent shall remain unpaid thirty (30) days after the same shall become payable as aforesaid or if the said LESSEE shall assign this lease, or underlet or otherwise dispose of the whole or any part of said demised premises, or use the same for any purpose but that hereinbefore authorized or make any alteration therein without the consent of the LESSOR in writing, or shall commit waste or suffer the same to be committed on said premises, or injure or misuse the same, then this lease shall thereupon, by virtue of this express stipulation therein expire and terminate, and the LESSOR may, at any time thereafter, re-enter said premises, and the same have and possess as of his former estate, and without such re-entry may recover possession thereof in the manner prescribed by the statute relating to summary process; it being understood that no demand for rent, and no re-entry for condition broken, as at common law, shall be necessary to enable the LESSOR to recover such possession pursuant to said statute relating to summary process, but that all right to any such demand, or any such re-entry is hereby expressly waived by the said LESSEE.

AND IT IS FURTHER AGREED between the parties hereto, that whenever this lease shall terminate either by lapse of time or by virtue of any of the express stipulations therein, the said LESSEE hereby waives all right to any notice to quit possession, as prescribed by the statute relating to summary process.

AND IT IS FURTHER AGREED that in case the said LESSEE shall, with the written consent of the said LESSOR endorsed hereon, or on the duplicate hereof, at any time hold over 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 in this instrument contained, and no holding over by said LESSEE shall operate to renew this lease without such written consent of said LESSOR.

AND IT IS FURTHER AGREED between the parties hereto, that the LESSEE agrees to comply with, and to conform to all the laws of the State of Connecticut, and by by-laws, rules and regulations of the city and town within which the premises hereby leased are situated, relating to health, nuisance, fire, highways and sidewalks, so far as the premises hereby leased are or may be concerned; and to save the LESSOR harmless from all fines, penalties and costs for violation of or non-compliance with the same, and that said premises shall be at all times open to the inspection of said LESSOR, his agents, to applicants for purchase or lease, and for necessary repairs.

If the whole or any part of the premises shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, then, and in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding and LESSEE shall have no claim against LESSOR for the value of any unexpired term of said lease.

AND LESSEE further covenants and agrees that no accumulation of boxes, barrels, packages, waste paper, or other articles shall be permitted in or upon the premises.

AND THE LESSEE covenants that in the event the LESSOR is required to employ an attorney in order to enforce a provision of his lease, the LESSEE shall pay a reasonable attorney's fee.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, and to a duplicate of the same tenor and date, this _____ day of _____, 1986.

Signed, sealed and delivered
in the presence of:

By: _____
John R. Patton

CITY OF DANBURY

By: _____
James E. Dyer, its Mayor

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD) ss. Danbury

On this the _____ day of _____, 1986, before me _____, the undersigned officer, personally appeared John R. Patton, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes contained, as his free act and deed.

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

Commissioner of the Superior Court
Notary Public

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD) ss. Danbury

On this the _____ day of _____, 1986, before me _____, the undersigned officer, personally appeared James E. Dyer, who acknowledged himself to be the Mayor of the City of Danbury, a municipal corporation, and that he as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Mayor.

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

Commissioner of the Superior Court

Councilman Philip moved to accept the communication. Seconded by Councilman Boynton and carried unanimously.

04 - COMMUNICATION - Delegate Agency Contract for Shelter.

RESOLUTION - WHEREAS, there is a pressing need for emergency shelter for the homeless in the Danbury area, and

WHEREAS, the State of Connecticut has made grant funds available to assist the City of Danbury in providing such shelter, and

WHEREAS, the City of Danbury must make arrangements with the Salvation Army for the provision of emergency space and services to the homeless in accordance with requirements established by the City of Danbury and the State of Connecticut through its Department of Human Resources;

NOW, THEREFORE, BE IT RESOLVED THAT Mayor James E. Dyer be and hereby is authorized to execute a contract with the Salvation Army for the establishment of the shelter for the homeless and be it further resolved that Mayor James E. Dyer be and hereby is authorized to take any additional action which may be necessary to accomplish the purposes thereof.

Councilman Boynton stated that he had not seen the contract. Assistant Corporation Counsel Gottschalk stated that he was waiting for the contract from the State. Mr. Boynton stated that if the Common Council was being asked to approve a lease, we should have a copy of that lease in our possession.

Mayor Dyer stated that in many cases, the Council had authorized him to negotiate City contracts. Councilman Boynton asked if the contract had a stipulation of procedure. Mayor Dyer responded that there were very stringent rules and regulations. Councilman Boynton stated that he would like to see a copy of the final contract. Assistant Corporation Counsel Gottschalk stated that he would see to it that Mr. Boynton receive a copy.

Mayor Dyer stated that he had named the new shelter "Good Neighbor House" because that is what the City is being in this case. He said it was a fine tribute to the Zoning Commission and the Common Council for turning this around so rapidly as well as to the DaSilva Family for providing the rental property.

05 - REPORT - Establishment of a Special Services District in Downtown Danbury.

Councilman Godfrey asked for a point of personal privilege. He stated that he would absent himself on this issue due to an attorney-client association under the Canon of Ethics of the Code of Professional Responsibility.

Councilwoman McManus submitted a report stating that the committee appointed to review the Special Services District for Downtown Danbury met on July 30 at 7:45 P.M., September 24 at 8:00 P.M. and October 15, at 7:30 P.M. Also in attendance at these meetings were representatives of the Downtown Council, Comptroller Dominic Setaro and Assistant Corporation Counsel Eric Gottschalk.

After extensive research and several changes to the proposed ordinance, the committee feels that the ordinance is now ready to be presented for public input. Accordingly, the committee recommends that the Common Council defer the ordinance to public hearing and from there to the committee of the whole where it can be debated or revised in light of the information and opinions received during the public hearing.

Councilman Eriquez moved that this ordinance be deferred to a public hearing.

Councilwoman Torcaso submitted a report stating that the committee appointed to review the request for a Showhouse at Tarrywile Park was held on October 15, 1986 with Carole Torcaso, Basil Friscia, Assistant Corporation Counsel Laslo Pinter, Robert Ryerson, Sandra Turcotte and Mary Nahley present.

Mrs. Turcotte and Mrs. Nahley discussed the multitude of benefits that would be brought to the City and Tarrywile Park by having the Showhouse at the mansion. They stated that the Showhouse would be open to the public from May 31, 1987 through June 27, 1987. However, the decorators would need approximately three months to complete their work.

Mr. Ryerson stated that the Fire Marshall had gone through the mansion and that the house is in compliance with the fire code. He stated that parking needs would be addressed by the Parks and Recreation Department. Each organization using the mansion will be asked to show insurance coverage as part of the agreement. A fee structure will be established with the Charles Ives Center for the Arts and the Women's Club being the first to adhere to this fee.

A special exception would be necessary to permit the proper zoning for commercial use. Attorney Pinter will secure such permit.

The \$15,000 request would be used as "start-up" money and would be returned to the City at the close of the Showhouse.

Dominic Setaro recommended that the \$15,000 be taken from the Capital Improvement monies that have been set aside for Tarrywile Park. When the show closes, the \$15,000 will be returned to this account.

Mr. Sollose made a motion to approve the request for \$15,000 as an advance toward financing the Showhouse and that an agreement be drawn up between the Women's Club and The Charles Ives Center for the Arts and the Parks and Recreation Department to include rental fees. Motion seconded and passed unanimously.

Councilwoman Butera asked if in fact the \$15,000 is not realized from the Showhouse, will the City just forfeit it. Mrs. Torcaso stated that it would be highly unlikely not to realize the \$15,000. The Mayor stated that the improvements alone would exceed \$15,000. Councilman Boynton asked what the term designer Showhouse meant. Would the decor of each room be in keeping with the architecture of the structure. Mrs. Torcaso said that the Women's Club and The Charles Ives Center for the Arts will be bringing in well respected designers. Mrs. Torcaso then asked Mrs. Sandra Turcotte of the Women's Club if she would care to comment. Mrs. Turcotte said that Timothy Ward will chair the designer committee and would guarantee that the designers will not leave a mess.

Councilman Eriquez made a motion to accept the report. Seconded by Councilman Godfrey and carried unanimously.

07 - REPORT - Request for sewer and water extensions - Deer Hill Development Company.

Councilman Edward Torian submitted a report stating that the Common Council committee appointed to review the request for extensions of water and sewer for Deer Hill Development Company met on October 16, 1986. In attendance were Committee Members Torian, Hadley and Zotos, City Engineer Jack Schweitzer, Director of Public Works Basil Friscia and the petitioner, Mr. Jay Buzaid.

It is recommended that the petition be granted with the following conditions and restrictions:

1. The petitioner shall bear all costs relative to the installation of said sewer and water lines.

2. The petitioner shall submit as-built drawing of this extension, prepared by a licensed Connecticut Land Surveyor, for approval by the City Engineer.

3. Detailed Engineering Plans and Specifications are to be approved by the City Engineer and the Superintendent of Public Utilities prior to the start of construction.

4. If required, a Warranty Deed in a form satisfactory to the Corporation Counsel shall be executed by the petitioner conveying to the City of Danbury, all right, title, interest and privileges required hereunder, and said Deed shall be held in escrow for recording upon completion of installation.

5. That upon completion of installation, title to said water and sewer lines within City Streets, and any necessary documents be granted to the City in a form which is acceptable to the City Engineer and Corporation Counsel.

6. The petitioner shall convey ownership of and easements to all or such portions of the water and sewer lines as the City Engineer's Office determines are of potential benefit to other landowners in the City.

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

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

8. This approval shall expire eighteen (18) months following the date of Common Council action.

Councilman Charles asked where this particular property is located and did the City own any portion of it. The Mayor responded that it is on Deer Hill Avenue and was formerly the Leahey home. The Mayor said that the City still owned a small portion of the property.

Councilman Boynton moved to accepted the committee report. Seconded by Councilman Sollose and carried unanimously.

PUBLIC SPEAKING SESSION - No speakers.

There being no further business to come before the Common Council, a motion was made by Councilman Godfrey for the meeting to be adjourned at 8:15 P.M.

Respectfully submitted,

Jimmie L. Samaha
JIMMETTA L. SAMAHA
Assistant City Clerk

ATTEST: *Elizabeth Crudginton*
Elizabeth Crudginton
City Clerk