

COMMON COUNCIL MEETING

November 1, 1988

Meeting to be called to order at 8:00 P.M. by the Honorable Mayor Joseph H. Sauer.

PLEDGE OF ALLEGIANCE

PRAYER

ROLL CALL

Bourne, Connell, Gallo, Moran, Renz, Esposito, Godfrey, Flanagan, Zotos, Cresci, Nimmons, Fazio, Shaw, Cassano, Charles, Bundy, Butera, Danise, DaSilva, Eriquez, Regan.

20

Present

1

Absent

CONSENT CALENDAR

The Consent Calendar was

✓1

RESOLUTION - Beaver Street Apartments - Tax Abatement
The Resolution was

✓2

RESOLUTION - Grant for Student Assistance Program at Danbury High School
The Resolution was

✓3

RESOLUTION - Grant for Welfare Department for Counseling Services
The Resolution was

✓4

COMMUNICATION & RESOLUTION - Grant from the Governor's Local Substance Abuse Prevention Council
The Communication and Resolution were

✓5

COMMUNICATION - Appointments to the Police Department
The Communication was

✓6

COMMUNICATION - Appointment to the Transit District Board of Directors
The Communication was

✓7

COMMUNICATION - Appointment to the Library Board of Directors
The Communication was

✓8

COMMUNICATION - Appointment to the Candlewood Lake Authority
The Communication was

✓9

COMMUNICATION - Appointment of Towing Hearing Officer
The Communication was

✓10

COMMUNICATION - Appointments to the Cultural Commission
The Communication was

✓11

COMMUNICATION - Appointment to the Commission on Aging
The Communication was

- ✓₁₂ **COMMUNICATION** - Donation to the Library in memory of Bryon T. Johnson
The Communication was

- ✓₁₃ **COMMUNICATION** - Request for Water Extension - Farm Street
The Communication was

- ✓₁₄ **COMMUNICATION & CERTIFICATION** - Request for Funds for Corporation Counsel Outside Services Account

- ✓₁₅ **COMMUNICATION** - Grant for Restoration of Military Vehicles
The Communication was

- ✓₁₆ **COMMUNICATION** - Transfer of Funds for Department of Elderly Services
The Communication was

- ✓₁₇ **COMMUNICATION** - Request for Additional Funding in Fire Department Overtime Account
The Communication was

- ✓₁₈ **COMMUNICATION** - Capital Line Item Improvements at Hatters Park
The Communication was

- ✓₁₉ **COMMUNICATION** - Exchange of Right of Way Easements - Tan Mar Drive and Spruce Mountain Road
The Communication was

- ✓₂₀ **COMMUNICATION** - Report from City Engineer regarding Lakeview Avenue Lot 103

- ✓₂₁ **COMMUNICATION** - Sunrise Lake Associates to the City of Danbury
The Communication was

- ✓₂₂ **COMMUNICATION** - Request to lease land at Airport for Hangars
The Communication was

- ✓₂₃ **COMMUNICATION** - Offer to sell land to the City for Mall Expansion
The Communication was

- ✓₂₄ **COMMUNICATION** - Payment of Delinquent Taxes
The Communication was

- ✓₂₅ **COMMUNICATION** - Agreement between the City of Danbury and SP Development Company
The Communication was

- ✓₂₆ **COMMUNICATION** - Proposed Amendment to the Pre-Development/Master Agreement
The Communication was

- ✓₂₇ **COMMUNICATION** - Energy Conservation Study Agreement
The Communication was

- ✓₂₈ **COMMUNICATION** - Parking Garage
The Communication was

- ✓₂₉ **COMMUNICATION** - Request for committee to examine procedure to defray cost of present and future ambulance services

- ✓ 30 **COMMUNICATION** - Disposal of Demolition Debris and Management of Recycling Facility
The Communication was

- ✓ 31 **COMMUNICATION** - Fence Repair, Wooster Cemetary
The Communication was

- ✓ 32 **COMMUNICATION** - Route 7 Aquifers
The Communication was

- ✓ 33 **COMMUNICATION** - Emergency Heating Problem at Danbury Police Department
The Communication was

- ✓ 34 **COMMUNICATION** - Request for permission to hire outside counsel Garcia Case
The Communication was

- ✓ 35 **COMMUNICATION** - Capitola Road
The Communication was

- ✓ 36 **COMMUNICATION** - Conflict of Interest - Limousine Service/Winter-green Hill Road
The Communication was

- ✓ 37 **DEPARTMENT REPORTS** - Parks and Recreation, Public Works, Airport, Police Department, Health Department, Fire Chief, Fire Marshall, Building
The Department Reports were

- ✓ 38 **REPORT & ORDINANCE** - Amendment to Subsection 18-16(a) Property Tax Exemption
The Report and Ordinance were

- ✓ 39 **REPORT & ORDINANCE** - Danbury Housing Partnership
The Report and Ordinance were

- ✓ 40 **REPORT & CERTIFICATION** - Resolution of the DEP Order regarding the former Sand/Salt Facility
The Report and Certification were

- ✓ 41 **REPORT** - Agreement between the City of Danbury and Danbury Mall Associates
The Report was

- ✓ 42 **REPORT** - Appointment as Solid Waste Manager
The Report was

- ✓ 43 **REPORT** - Discount for Paying Taxes in Full in Advance
The Report was

- ✓ 44 **REPORT** - Request for Extension of Time for Sewer Extension on Boulevard Drive

- ✓ 45 **REPORT** - Downtown Redevelopment Project - Financial Subject Matter
The Report was

- ✓ 46 **REPORT** - Assistant City Clerk's Position
The Report was

✓47 **REPORT** - Agreement between the Redevelopment Agency and H. M. Zotos
The Report was

✓48 **PROGRESS REPORT** - Update on City's Garbage Disposal Position
The Progress Report was

✓49 **REPORT** - Lease between the City of Danbury and New England Aircraft Sales
The Report was

✓50 **PROGRESS REPORT** - Ice Skating Rink
The Progress Report was

✓51 **PROGRESS REPORT** - Request for Water Extension - Meadowbrook Road
The Progress Report was

✓52 **COMMUNICATION** - Request for Position of Housing Services Coordinator and for Funding of Same
The Communication was

PUBLIC SPEAKING SESSION

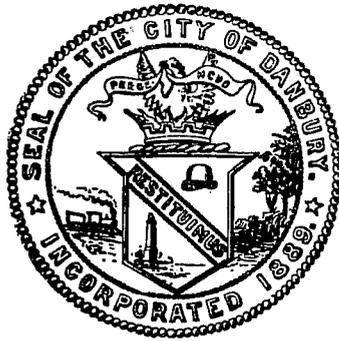
✓53 mobile Home Tax

There being no further business to come before the Common Council a motion was made by _____ at _____ for the meeting to be adjourned.

✓54 airport

✓55 Restructuring recent tax assessment

✓56 salt + sand facility



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

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

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

WHEREAS, it is necessary to modify the aforesaid Tax Abatement Assistance Agreement with the State of Connecticut to reflect a revised tax assessment on the subject property of \$2,257,000.00; and

WHEREAS, it has been determined that the amount of taxes to be abated on the subject property is \$31,500 for the Grand List of October 1, 1987;

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

1. That the City of Danbury hereby abates up to one hundred percent of the ad valorem taxes applicable to the property described above for a period of not more than forty (40) consecutive years;

2. That the Mayor of the City of Danbury is hereby authorized, directed and empowered in the name of and on behalf of the City of Danbury to execute the Tax Abatement Contract described above and to execute any amendments, revisions and recisions of said contract in the name of and on behalf of the City of Danbury;

3. That the real property taxes abated on the subject property are \$31,500 for the Grand List of October 1, 1987;

4. That the Tax Collector of the City of Danbury is hereby directed and empowered to list the total amount of the said lawful abatement into the Rate Book and other records and files, together with the name of the owner against whom such tax, so abated, was levied and the reason for such abatement, and the Tax Collector is further directed to record these facts in his Annual Report in accordance with the provisions of Section 12-167 of the Connecticut General Statutes, as amended;

5. That the Tax Collector of the City of Danbury is also directed to immediately file a certified statement as evidence of said abatement with the Commissioner of the Department of Housing;

6. That the Tax Collector of the City of Danbury is also directed to refund all tax payments received from Beaver Street Apartments, Inc. or its representatives in connection herewith to the extent that said funds are reimbursable by the State of Connecticut through its Department of Housing.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the prevention of and early intervention in cases of alcohol or drug abuse among high school students is in the best interests of the City of Danbury; and

WHEREAS, the City of Danbury wishes to continue the Student Assistance Program at Danbury High School for that purpose; and

WHEREAS, the State of Connecticut is authorized to make grant funds available for said purpose; and

WHEREAS, the City of Danbury wishes to obtain a grant in an amount not to exceed \$5,350.00 to cover the costs of continuing said program; and

WHEREAS, it is in the best interests of the City of Danbury that said funds be authorized for use by and provided to the Midwestern Connecticut Council on Alcoholism by virtue of an agreement with the Danbury School System for purposes of effectuating this program; and

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor of the City of Danbury be and hereby is authorized to make application for said grant and to enter into and amend any necessary contract with the State of Connecticut if such a grant is offered to the City of Danbury; and

BE IT FURTHER RESOLVED THAT the Mayor of the City of Danbury be and hereby is authorized to take any additional action necessary to accomplish the purposes hereof.



received
10/17/88

3

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

Welfare Department
797-4569

October 14, 1988

Joseph Sauer Jr., Mayor
City of Danbury
Danbury, Connecticut 06810

Dear Mayor Sauer:

Please place on the November agenda, the attached resolution.

The resolution authorizes the Welfare Department to execute a grant action request for \$26,141.00. This grant is received annually from DHR for Counseling services provided by the Welfare Department.

Thanking you in advance for your cooperation.

Sincerely,

Deborah MacKenzie
Deborah MacKenzie



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, pursuant to Chapters 133 and 300a of the Connecticut General Statutes, the Commissioner of Human Resources is authorized to extend financial assistance to municipalities and human resource development agencies; and

WHEREAS, it is desirable and in the public interest that the City of Danbury make application to the State in such amounts as may be made available for undertaking a Counseling Program and to execute a Grant Action Request therefor;

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

1. That it is cognizant of the conditions and prerequisites for State assistance imposed by Chapter 133 and 300a of the Connecticut General Statutes;
2. That it recognizes the responsibility for the provision of local grant-in-aids to the extent that they are necessary and required for said program;
3. That the filing of an application by the City of Danbury is hereby approved and that the Mayor of the City of Danbury is hereby authorized and directed to execute and file such application with the Commissioner of Human Resources, to provide such additional information as the Commissioner may request, to execute a Grant Action Request with the State of Connecticut for state financial assistance if such an agreement is offered, to execute any amendments, recisions and revisions thereto, and to act as the authorized representative of the City of Danbury.



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

(203) 797-4511

October 26, 1988

Honorable Members of the Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut 06810

Dear Council Members:

As you may recall, approval was granted by the Common Council to apply for continued funding under the Governor's Local Substance Abuse Prevention Council Program, in July of 1988.

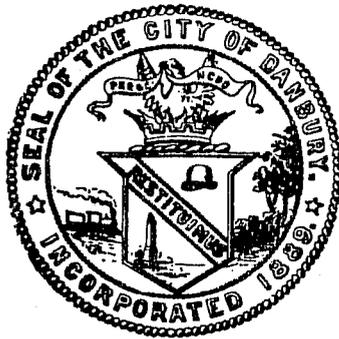
The City has been granted \$5,350.00 for fiscal year 88-89. Enclosed please find a resolution authorizing the final grant application procedure which will enable the City to accept the funds and effectuate the program.

Sincerely yours,

A handwritten signature in cursive script that reads "Joseph H. Sauer, Jr.".

Joseph H. Sauer, Jr.
Mayor

JHS:cjz



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

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WHEREAS, the City of Danbury wishes to continue the Student Assistance Program at Danbury High School for that purpose; and

WHEREAS, the State of Connecticut is authorized to make grant funds available for said purpose; and

WHEREAS, the City of Danbury wishes to obtain a grant in an amount not to exceed \$5,350.00 to cover the costs of continuing said program; and

WHEREAS, it is in the best interests of the City of Danbury that said funds be authorized for use by and provided to the Midwestern Connecticut Council on Alcoholism by virtue of an agreement with the Danbury School System for purposes of effectuating this program; and

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor of the City of Danbury be and hereby is authorized to make application for said grant and to enter into and amend any necessary contract with the State of Connecticut if such a grant is offered to the City of Danbury; and

BE IT FURTHER RESOLVED THAT the Mayor of the City of Danbury be and hereby is authorized to take any additional action necessary to accomplish the purposes hereof.



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

(203) 797-4511

October 25, 1988

Honorable Members of the Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut 06810

Dear Council Members:

I am requesting the appointment of the following candidates to the position of Police Officer. All candidates have met the requirements of Civil Service.

- James S. Brown, 6 Butternut Lane, Danbury, Connecticut
- Anthony A. Caserta, 820 Plattsville Road, Trumbull, Connecticut
- Harold F. Evans, Pound Sweet Hill, Bethel, Connecticut
- Michael W. Farrell, Buckskin Heights, Danbury, Connecticut
- Jeffery A. Lagarto, 64 Old Ridgebury Rd., Danbury, Connecticut
- James P. Marino, 34 Middlebury Rd., Watertown, Connecticut
- Russ J. Milana, 98 Sampson Avenue, Albertson, New York (will relocate)
- Sebastian D. Strano, 8 Henso Drive, Danbury, Connecticut
- Lars A. Wallin, 5 Fox Den Road, Danbury, Connecticut

Sincerely yours,

Joseph H. Sauer, Jr.
Mayor

JHS:cjz
attachments



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

JOSEPH H. SAUER, JR.
MAYOR

November 1, 1988

(203) 797-4511

Honorable Members of the Common Council
City of Danbury
Connecticut

Dear Council Members:

I am reappointing Emanuel A. Merullo, 14 Lincoln Avenue,
Danbury, CT to the Transit District Board of Directors, for
a term to expire 7/1/92.

Sincerely yours,

Joseph H. Sauer, Jr.
Mayor

JHS:1



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

JOSEPH H. SAUER, JR.
MAYOR

(203) 797-4511

November 1, 1988

Honorable Members of the Common Council
City of Danbury
Connecticut

Dear Council Members:

I am reappointing Margaret Pastorino, 11 Lakeside Road, Danbury, Ct to the Library Board of Directors for a term to expire 1/1/91.

I am appointing Edward Moore, Sr., 3 Ezra Road, Danbury, Ct for a term to expire 1/1/89. A letter of interest is attached.

Sincerely yours,

Joseph H. Sauer, Jr.
Mayor

JHS:1

Received
10/21

EDWARD S. MOORE, SR.
3 Ezra Road
Danbury, CT 06810

Oct. 19, 1988

The Honorable Joseph Sauer,
Mayor of the City of Danbury
City Hall
Deer Hill Ave.
Danbury, Ct. 06810

Dear Joe,

Please know that I would be interested in receiving your consideration for appointment to the Board of Directors of the Danbury Public Library should a position become available. I feel I could serve the community in this capacity.

I have long been a patron of the library to meet my personal and professional needs. In my position as Reading and Language Arts Coordinator, I have worked to strengthen ties between the library and the Danbury Public Schools. Also, I have been involved in several activities to support the library through Friends of the Library projects, and I feel the library's work is a distinctive strength in Danbury's cultural offerings.

Thank you for your consideration of this.

Yours truly,



Ned

C. J. Hoffer

Library Board of Directors

<u>CURRENT MEMBER</u>	<u>AFFL.</u>	<u>TERM EXP.</u>	<u>PROPOSED MEMBER</u>	<u>AFFL.</u>	<u>TERM EXP.</u>
Betty Jane Hull 87 Kohanza Street	D	1/1/90			
Luigia Vecchiarino Shehyahtah Place	R	1/1/89			
Luino Arconti 2 Karen Road	D	1/1/90			
Joan Damia 13 Clapboard Ridge	R	1/1/91			
John Hoffer* 0 Oak Ridge Avenue	R	1/1/89			
Margaret Pastorino 11 Lakeside Road	R	1/1/88	Margaret Pastorino 11 Lakeside Road	R	1/1/91
Mary Nahley Clapboard Ridge	D	1/1/90			
Shirley Demuth 10 Deer Hill Avenue	R	1/1/91			
Vacancy			Edward Moore, Sr. 3 Ezra Road	D	1/1/89

Note: AFFL. - R - Republican; D - Democrat; U - Unaffiliated
 Note: * After individual's name, indicates "Chairman"



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

JOSEPH H. SAUER, JR.
MAYOR

(203) 797-4511

November 1, 1988

Honorable Members of the Common Council
City of Danbury
Connecticut

Dear Council Members:

I am appointing Norma Tomey, 41 Chambers Road, Danbury, CT to the Candlewood Lake Authority for a term to expire April 1, 1989. She will be filling a vacancy. A short resume is enclosed.

I am reappointing Sally Conroy, 33 Acre Drive for a term to expire April 1, 1991.

Sincerely yours,

Joseph H. Sauer, Jr.
Mayor

JHS:1

received
9/27/88

9-26-88

Re: CANDLEWOOD LAKE AUTHORITY MEMBERSHIP

My name is Norma Tomey, I live at 41 Chambers Road, Danbury, and have resided in Danbury for the past 27 years.

I was born in Jamaica, West Indies, and had most of my education in the United States. I have been a citizen for 25 years. I attended St Elizabeth College, New Jersey and St Vincents Hospital in Bridgeport, Conn. I have been a registered nurse in the area for 20 years. I am at present a realtor associated with William Raveis Real Estate at Mill Plain Road, and it was through real estate that I became keenly aware of the importance of maintaining and protecting the quality of the lake. I believe the lake to be a large drawing card to this area and the surrounding areas.

Thank you for your consideration.

Sincerely,

Norma Tomey



received
9/30/88

9

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

ROBERT T. RESHA
CORPORATION COUNSEL

PLEASE REPLY TO:

ERIC L. GOTTSCHALK
LASZLO L. PINTER
JOHN JOWDY
GEORGE S. SAKELLARES
ASSISTANT CORPORATION
COUNSEL

September 29, 1988

DANBURY, CT 06810

MEMO TO: Hon. Joseph H. Sauer, Jr., Mayor
FROM: Robert T. Resha, Corporation Counsel
RE: Appointment of Towing Hearing Officer

Enclosed please find resignation of Thomas A. Frizzell as Danbury's Motor Vehicle Hearing Officer.

I have contacted John Jowdy, Assistant Corporation Counsel, who has agreed to assume the responsibilities of that position as part of his duties with my office. I would therefore request that you appoint John Jowdy to this position and request that this appointment be approved by the Common Council.

RTR
RTR (dms)

RTR:dms

Enclosure

BIELIZNA, FRIZZELL, PAPAOGLOU, BALL & OLIVO

ATTORNEYS - AT - LAW
66 WEST STREET
DANBURY, CT 06810

(203) 743-6316
(203)743-5556

GEORGE PAPAOGLOU
COUNSEL

JULIUS J. BIELIZNA
THOMAS A. FRIZZELL
DAVID P. BALL
STEVEN M. OLIVO

PAUL E. SWENSON
MICHAEL S. LYNCH

received
9/16/88

September 1, 1988

The Hon. Joseph Sauer
Mayor of the City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut 06810

Dear Mayor Sauer:

Pursuant to Connecticut General Statute § 14-151,
I hereby tender my resignation as Motor Vehicle Hearing's
Officer of the City of Danbury.

Very truly yours,

Thomas A. Frizzell
Thomas A. Frizzell

TAF/lml

cc: Robert T. Resha, Esq.



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

JOSEPH H. SAUER, JR.
MAYOR

November 1, 1988

(203) 797-4511

Honorable Members of the Common Council
City of Danbury
Connecticut

Dear Council Members:

I am reappointing the following people to the Cultural Commission for terms to expire February 1, 1991:

Benjamin DaSilva, 174 Franklin Street Ext., Danbury, CT; and
Edward Wicks, 11 W. Redding Road, Danbury, CT.

I am also appointing Ruth Bouldes, 95-14 Park Avenue, Danbury, Ct, for a term to expire February 1, 1991. She is filling a vacancy.

Resume is attached.

Sincerely yours,

Joseph H. Sauer, Jr.
Mayor

JHS:1



10

CITY OF DANBURY CULTURAL COMMISSION

256 Main Street
Danbury, Connecticut 06810
(203) 797-4508

Received
9/16/88

September 14 , 1988

Mayor Joseph Sauer
City Hall
Deer Hill Ave.
Danbury, Ct. 06810

Dear Mayor Sauer:

The following two members of the Danbury Cultural Commission are requesting that their terms of office be extended for another three years:

Benjamin DaSilva, 174 Franklin St., E xt., Danbury (748-1710)
(Chairman of DCC)

Ed Wicks, 11 W. Redding Rd., Danbury 06810 (748-0583)

Their terms of office were due to expire Sept. 1988.

Thank you for their consideration.

Sincerely,

Mildred Siegel

Mildred Siegel
Coordinator

Cultural Commission

<u>CURRENT MEMBER</u>	<u>AFFL.</u>	<u>TERM EXP.</u>	<u>PROPOSED MEMBER</u>	<u>AFFL.</u>	<u>TERM EXP.</u>
Ada Humphreville 9 Cedar Crest Drive	D	2/1/89			
Benjamin A. DaSilva, Jr. 174 Franklin Street Ext.	D	2/1/88	Benjamin A. DaSilva	D	2/1/91
Carol Mitchell 8 Dogwood Drive	D	2/1/88			
Edward Wicks 11 W. Redding Road	R	2/1/88	Edward Wicks	R	2/1/91
Evelyn Durgy 41 Farview Avenue	R	2/1/89			
Joan Ward 1 Fox Den Road	D	2/1/89			
John Cherry 47 Lincoln Avenue	D	2/1/90			
Katherine Santuro 12 Crofut Place	D	2/1/90			
Mary Burke 21 Homestead Avenue	D	2/1/90			
Vacancy		2/1/89			
Vacancy		2/1/88	Ruth Bouldes 95-14 Park Avenue	U	2/1/91

Note: AFFL. - R - Republican; D - Democrat; U - Unaffiliated
Note: * After individual's name, indicates "Chairman"

10
Ruth Bouldes
95-14 Park Ave.
Danbury, CT 06810

August 23, 1988

Mayor Joe Sauer
City Hall
155 Deer Hill Ave.
Danbury, CT 06810

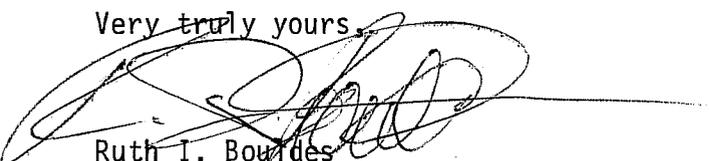
Dear Mayor Sauer,

I am writing to express my interest in volunteering my services for Danbury. I have attached my resume which reflects my strong business background.

Although I am particularly interested in serving on the Cultural Commission, should that not be feasible, I am willing to explore other options.

Please feel free to call me at my office: (914) 251 5188.

Very truly yours,


Ruth I. Bouldes

RUTH BOULDES

95 Park Avenue
Danbury, CT 06810
(203) 798-6157 (H)

CAREER OBJECTIVE:

To utilize strong management, marketing and analytical skills to enhance organizational growth and development.

BACKGROUND:

- Management of Products and Operations
- Development and Implementation of Marketing Strategies
- Problem-Solving and Analytical Skills/Strategic Planning
- Innovative/Creative/Artistic
- Human Resource Planning, Hiring and Training
- Communication Skills/Fluent in Several Languages
- Retail Sales/Business Owner

PROFESSIONAL ACCOMPLISHMENTS:

Management/Strategic Planning

- Managed team of twelve field sales people who counseled distributors on successful sales and management techniques. Generated significant improvements in sales, productivity and finances from poorly performing distributorships.
- Managed dealer organization matters for 300 dealerships of international automotive company. Revised and promoted a new distribution system resulting in increased product availability and sales. Initiated divisional cost-saving system for dealer buyouts, saving company several million dollars.
- Designed computerized forecasting system for developing markets. Input became part of senior management monthly forecasting meeting.
- Managed finances and operation of condominium association. Conducted board meetings and streamlined procedures. Successfully orchestrated settlement of lawsuit with builders.

Marketing/Public Relations

- Developed and implemented product exposure, public relations and marketing strategies. Designed program to introduce four new products for 1987 model year. Resulted in greater frequency of editorial coverage of company's products. Expanded regional advertising association from 13 to 88 members, yielding 200% increase in available advertising dollars and doubling of advertising reach.
- Conceived of, developed and oversaw the design of pictorial owner's manual for product sold in Europe. Resulted in efficient product literature expenditures and a brochure appropriate for use in five countries.
- Planned the promotional and public relations strategy for a community-based nonprofit organization. Short-term results included greatly expanded visibility in the community and increase in activities registration.
- Designed promotions specifically targeted to key college student market resulting in heightened awareness of company's products.
- Developed and managed the implementation of a survey to determine the acceptance of a new product. Survey was nationalized and overwhelming positive product acceptance led to national advertising campaign.

RUTH BOULDES

-2-

Human Resource Management

- Motivated and encouraged low-morale sales personnel resulting in surfacing of individual strengths. Meshed individuals into a strong, consistently winning sales team.
- Conceptualized, developed and conducted field training programs preparing sales personnel to more effectively counsel distributors in operations management and inventory control.
- Recruited dealer candidates and supervised start-up of new operations.
- Prepared newly formed sales units for incorporation into international operation through individual training.

Communication Skills

- Proficient in concise and logical written and verbal communications. Able to facilitate rapid understanding and decision-making by members of management team.
- Write promotional and editorial pieces for marketing of products and programs.
- Facility in Danish, German, Swedish and French.

PROFESSIONAL EXPERIENCE

General Motors Corporation: Chevrolet and General Motors International

Public Relations Manager, Purchase, NY	(1986 - Present)
Assistant Zone Manager, Minneapolis, MN	(1984 - 1986)
Assistant Zone Manager, Detroit, MI	(1983 - 1984)
Dealer Organization Manager, Warren, MI	(1982 - 1983)
New Business Coordinator, Russelheim, W. Germany	(1981 - 1982)
Dealer Development Manager, Antwerp, Belgium	(1980 - 1981)
District Manager, Copenhagen, Denmark	(1978 - 1980)
Trainee, several locations	(1977 - 1978)
Systems Analyst/Statistician, NY, NY	(1975 - 1977)
Assistant Buyer/Senior Clerk, NY, NY	(1969 - 1975)
Data Processing Clerk, NY, NY	(1964 - 1969)

EDUCATION AND TRAINING:

- M.B.A., Fordham University (1977): Student Government President/Secretary
- B.B.A., Bernard Baruch College (1975): Cum Laude
- Numerous General Motors Management Development/Training Programs
- Cross-cultural Training, Washington, D.C.
- Language Training Courses
- New York School of Interior Design

AFFILIATIONS:

- President/Acting Treasurer - Park Manor Condominium Association
- Executive Board, Danbury Camp Fire Program
- Volunteer Bureau of Greater Danbury, Art Auction
- Member, International Automotive Press Association
- Member, Washington Automotive Press Association



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

JOSEPH H. SAUER, JR.
MAYOR

November 1, 1988

(203) 797-4511

Honorable Members of the Common Council
City of Danbury
Connecticut

Dear Council Members:

I am appointing Lorraine D. Warner, 13 Prince Street,
Danbury, CT to the Commission on Aging for a term to
expire October 1, 1991. She is filling a vacancy.

Resume is enclosed.

Sincerely yours,

A handwritten signature in cursive script, reading "Joseph H. Sauer, Jr.", written in dark ink.

Joseph H. Sauer, Jr.
Mayor

JHS:1

Commission on Aging

<u>CURRENT MEMBER</u>	<u>AFFL.</u>	<u>TERM EXP.</u>	<u>PROPOSED MEMBER</u>	<u>AFFL.</u>	<u>TERM EXP.</u>
Elizabeth McKee 1 Main Street	D	10/1/89			
Elizabeth Moran Agan Point Road	R	10/1/88			
Eldred Siegel 9 Concord Road	D	10/1/88			
Raymond Gomoll 4 Meadow Street	D	10/1/89			
Poland Sorenson 04 Village Square	D	10/1/90			
Eth Sanford 8 Forty Acre Mt. Road	U	10/1/90			
Grid Benyei* 5 Spruce Mt. Road	U	10/1/89			
Alter Wayman 2 Wildman Street	D	10/1/90			
vacancy		10/1/88	Lorraine D. Warner R 13 Prince Street		10/1/91

Note: AFFL. - R - Republican; D - Democrat; U - Unaffiliated
 Note: * After individual's name, indicates "Chairman"

11

RESUME

Lorraine D. Warner
13 Prince Street
Danbury, Ct. 06810
203-748-0462

WORK EXPERIENCE

Sales/Inservice Co-Ordinator

June 1986 to present

Home Health, Inc.
Danbury, Ct. 06810

Responsibilities as Sales Co-Ordinator, are centered on the management of the retail sales showroom. Duties include sales and scheduling of delivery of Medical equipment/and supplies. Directly responsible for all inventory and purchasing of supplies for both the showroom and field sales of Health Care supplies. As Co-Ordinator of inservice education, duties encompass the canvassing of all area medical organizations, hospitals, doctor's offices, VNA's nursing homes, etc, to schedule and perform inservice education of equipments/supplies to the staffs of the above organizations. As the outside sales co-ordinator, responsibilities also include all set-up and patient education of complex medical and orthopedic equipment. As a "Certified Fitter," responsible for all custom and pre-fabricated corsets, stockings, and braces, as well as mastectomy fittings. Provide private consultations for "Ostomy" management and wound care.

Staff Nurse: Surgical

Danbury Hospital
Danbury, Ct.

October 1981 to June 1986

Staff Nurse on 10 East Surgical Unit, Second shift. Responsible for complete care of some 6 to 13 surgical patients. Direct responsibility for patient care, medication administration, attending to Physician's prescribed orders for treatment. Clerical duties which correspond to documentation of care and treatment for assigned patients.

Office Nurse/Manager

B. Jean Gretsch, M.D.
Newtown, Ct.

August 1975 to 1979

Responsibilities included the organization of a new General Practitioner's office. Direct duties included instituting all office management procedures and records. Maintained accurate patient care records, including scheduling patients appointments, all patient billing, filing of insurance claims and related clerical duties, such as typing and filing. Established accounting procedures for all office expenses and reimbursement for services provided through the office. Nursing duties encompassed drawing of blood samples and arranging for it's transport to local labs, administering all electro-cardiograms, eye and ear testing, and transcribing all patient histories in preparation for routine physicals.

Staff Nurse: Surgical

Danbury Hospital
Danbury, Ct.

September 1972 to August 1975

Staff Nurse on 7 South, Day shift. Duties included administration of patient care and medications within the "Team Nursing" Concept. Responsible for all documentation related to patient care and medications. Attended many Inservices related to various aspects of patient care.

EDUCATION

1971 Graduate of Newtown High School, Newtown, Ct.

1972 Graduate of Henry Abbott Technical School Licensed Practical Nurse Program. Danbury, Ct.

1976, Attended Mattatuck Community College. Completed courses in English, Psychology and Elementary Statistics.

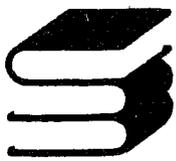
ACCOMPLISHMENTS

1985- Advancement at Danbury Hospital to LPN Level II

1986- Certificate as "Certified Fitter" by Camp International

1988- Recipient of the "Excellence in Oncology Nursing Award" by the American Cancer Society.

1988- Presently appointed chairman of the Nursing Education Committee for the American Cancer Society.



DANBURY
PUBLIC
LIBRARY

received
10/25/88

12
170 MAIN STREET

DANBURY, CONNECTICUT 06810

(203) 797-4505

October 25, 1988

Mayor Joseph Sauer

City Hall

Dear Mayor Sauer:

The Library has received a \$250 donation from The Lion's Club in memory of Byron Johnson. I think it would be an appropriate tribute if the funds were used to purchase and plant a tree on the Library grounds. The funds need to be credited to the Agricultural Materials and Supplies line item #02-07-101-047500.

Please place this item on the agenda for the November Common Council meeting.

Sincerely,

Betsy Lyke
Director

cc: D. Setaro
City Clerk

October 25, 1988

Mayor Joseph Sauer

City Hall

Dear Mayor Sauer:

The Library has received a \$250 donation from The Lion's Club in memory of Byron Johnson. I think it would be an appropriate tribute if the funds were used to purchase and plant a tree on the Library grounds. The funds need to be credited to the Agricultural Materials and Supplies line item #02-07-101-047500.

Please place this item on the agenda for the November Common Council meeting.

Sincerely,



Betsy Lyke
Director

cc: D. Setaro
City Clerk ↙

COMMON COUNCIL - CITY OF DANBURY

13

APPLICATION FOR EXTENSION OF SEWER/WATER

Sewer _____

Water X

Name of Applicant: The Otto Co.

Address: 17 Beaver Brook Rd.

 Danbury, Ct. 06819

Telephone: 748-9072

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

Located at: Farm St.

Assessors's Lot No. H 10041

Zone: Residential

Intended Use: Retail _____ Single Family Residential X

 Office _____ Multiple Family Development _____

 Mixed Use _____

 Industrial _____

Number of Efficiency Units _____

Number of 1 Bedroom Units _____

Number of 2 Bedroom Units _____

Number of 3 Bedroom Units _____

Total Number of Units _____



SIGNATURE

 10-17-88

DATE



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

ROBERT T. RESHA
CORPORATION COUNSEL

ERIC L. GOTTSCHALK
LASZLO L. PINTER
JOHN JOWDY
GEORGE S. SAKELLARES
ASSISTANT CORPORATION
COUNSEL

PLEASE REPLY TO:

DANBURY, CT 06810

October 14, 1988

Hon. Joseph H. Sauer, Jr., Mayor
Hon. Members of the Common Council
City of Danbury
Connecticut

Dear Mayor and Council Members:

Several major litigation cases involving the City of Danbury have caused the depletion of the Corporation Counsel's Outside Services Account to a current unencumbered balance of less than \$2,000 (from a budget appropriation of \$25,000). Two of these major cases are Connecticut Air Services and Della Construction. As I anticipate these cases will continue over the next several months, at least, I am requesting that the Common Council further appropriate the sum of \$20,000 to the Corporation Counsel Outside Services Account (029500). Thank you for your consideration to this request.

Very truly yours,

Robert T. Resha
Corporation Counsel

RTR:cr



14

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

**DEPARTMENT
OF FINANCE**

October 19, 1988

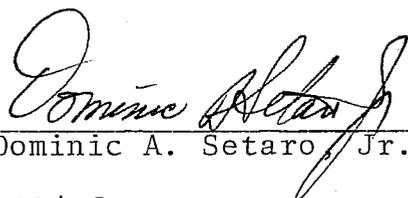
Certification #10

TO: Common Council via
Mayor Joseph H. Sauer

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

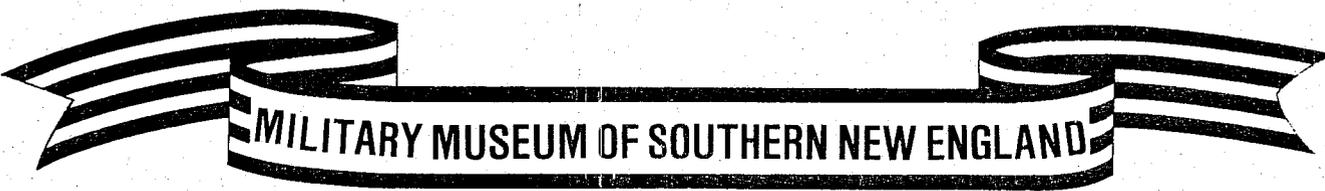
We hereby certify the availability of \$20,000.00 to be transferred from the Contingency Account to the Corporation Counsel's Outside Services Account #02-01-150-029500. Please note that these funds will be obtained from encumbered contingency funds set aside for estimated contingent liabilities.

Previous balance of encumbered Contingency Acct.	\$1,187,928.34
Less pending requests	2,475.00
Less this request	20,000.00
Remaining encumbered Contingency balance	<u>\$1,165,453.34</u>



Dominic A. Setaro, Jr.

DAS/af



MILITARY MUSEUM OF SOUTHERN NEW ENGLAND

October 13, 1988

Mayor Joseph Sauer, Jr.
City Hall
155 Deer Hill Avenue
Danbury, CT 06810

Dear Mayor Sauer:

Attached is a Resolution which is needed to complete our application for a Grant from the State of Connecticut, Department of Economic Development, for the restoration of military vehicles.

It is required that the Common Council of the City of Danbury endorse and certify this grant application in support of our Historic Asset Project.

Please enter this item on the November 1988 Common Council Agenda in order that the members of the Common Council may act on this request.

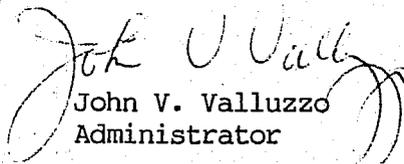
While there is no liability to the City of Danbury, Dominic Setaro has been informed of our request and is prepared to answer any questions regarding this application.

This Grant application brings us one step closer to our goal of displaying an extensive collection of restored armored vehicles.

I will avail myself to answer any questions you or members of the Common Council may have regarding this grant or our plans for establishing a permanent facility.

Please contact me at your earliest convenience.

Very truly yours,



John V. Valluzzo
Administrator

JVV/drl

Encl. (copy of Exhibit C)

cc: Mr. James Nimmons - President, Common Council
Members of the Common Council (20)
Mr. Dominic Setaro
Mr. Kenneth Tripp
Mr. Basil J. Friscia

DEPARTMENT OF ECONOMIC DEVELOPMENT
State of Connecticut
(An Equal Opportunity Employer)
HISTORIC ASSETS GRANT PROGRAM
GUIDE FORM FOR
CERTIFIED RESOLUTION OF THE LEGISLATIVE BODY
OF THE MUNICIPALITY IN SUPPORT OF A HISTORIC ASSET PROJECT

CERTIFICATION:

Certified a true copy of a resolution duly adopted by the _____
Common Council, City of Danbury
(Legislative Body of the Municipality)
at a meeting of its _____ on _____
Common Council (Legislative Body) (Date)
and which has not been rescinded or modified in any way whatever.

(Date) (Signature and Title of Official)

(SEAL)

RESOLUTION:

WHEREAS, pursuant to Section 32-6a of the Connecticut General Statutes, the Connecticut Department of Economic Development is authorized to extend financial assistance for the purpose of promoting historic preservation and tourism; and _____ Military Museum of
WHEREAS, it is desirable and in the public interest that the Southern New England
make application to the State for \$ 75,000 in order (Name of Applicant)
to undertake _____
Restoration of Military Vehicles
(NAME AND PHASE OF PROJECT)
and to execute an Assistance Agreement and it is understood that the _____
Military Museum of Southern New England will provide a local grant-in-aid,
(Name of Applicant)
in accordance with requirements of Section 32-6a of the Connecticut General Statutes,
as amended.

NOW, THEREFORE, BE IT RESOLVED BY THE _____ Board of Directors
(Legislative Body of Applicant) :

1. That it is cognizant of the application for State Assistance from the Historic Asset Grant Program prepared by _____ Military Museum of Southern New England
Name of Applicant
2. That it supports the project and endorses the submission of the application to the Department of Economic Development for financial assistance.



14.

CITY OF DANBURY

DANBURY, CONNECTICUT 06810

DEPARTMENT OF ELDERLY SERVICES
COMMISSION ON AGING

Danbury Senior Center
80 Main Street
(203) 797-4686

Municipal Agent
80 Main Street
(203) 797-4687

"Interweave"
Adult Day Care Center
198 Main Street
(203) 792-4482

received
10-24-88

October 19, 1988

Mayor Joseph H. Sauer, Jr.
Members of the Danbury Common Council
City Hall - 155 Deer Hill Avenue
Danbury, Connecticut
06810

Dear Mayor Sauer and Members of the Common Council:

The Department of Elderly Services, City of Danbury, requests that \$1600 be transferred from General Revenue to the Commission on Aging budget for the purpose of making monthly reimbursement to HART - the Housatonic Area Regional Transit authority. (Professional Service Fees)

The Danbury Adult Day Care Center offers transportation to its guests through the SweethART elderly transportation system. Funding for this transportation is given to the City of Danbury on a monthly basis.

In addition, this department requests that \$650 be transferred into the Commission on Aging budget for reimbursing the Housatonic Valley Elderly Nutrition Project for daily meals for adult day care guests. The same arrangement for funding exists as was cited previously for transportation. (Services Not Classified)

The Comptroller states that no certification is needed.

Respectfully,

Leo McIlrath
Leo McIlrath, Director
Department of Elderly Services
City of Danbury



CITY OF DANBURY

DANBURY, CONNECTICUT 06810

DEPARTMENT OF ELDERLY SERVICES
COMMISSION ON AGING

Danbury Senior Center
80 Main Street
(203) 797-4686

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**"Interweave"
Adult Day Care Center**
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(203) 792-4482

October 19, 1988

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City Hall - 155 Deer Hill Avenue
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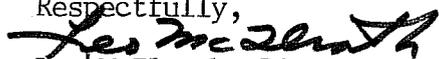
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Respectfully,


Leo McIlrath, Director
Department of Elderly Services
City of Danbury



CITY OF DANBURY
DANBURY, CONNECTICUT 06810

FIRE DEPARTMENT
19 NEW STREET

CHARLES J. MONZILLO, CHIEF
(203) 796-1550

October 3, 1988

To: Mayor Joseph H. Sauer, Jr.

From: Charles J. Monzillo, Chief Fire Executive

Subject: Request For Additional Funding
In Fire Department Overtime Account

At a meeting held on October 3, 1988, in the office of the Comptroller, the subject of the overtime account vs. the contractual obligations between the City of Danbury and Local 801 was discussed. We both agreed that a request for additional funding to finish out the current fiscal year from October 1, 1988 to June 30, 1989 was needed.

On October 3, 1988, we transferred \$100,000.00 into the overtime account from the salary line. A listing of operations and their projected cost to the end of the fiscal year is as follows: (See attached).

FACT SHEET

(At \$180.00 Per Day)

Vacation Days Outstanding	505 1/2 days	\$	90,900.00	
Arson Investigation	64		11,520.00	
Department Mechanic	18.4		3,312.00	
Alarm Superintendent	52.6		9,468.00	
Communication Supervisor	7.3		1,314.00	
City Wide Drill	46		8,280.00	
Ambulance Supervisor	8		1,440.00	
Fair Labor Standard Act	215		38,700.00	
Part-Time Instructor (@ \$15.00 per hour)	135		2,025.00	
EMT-IV Refresher	405		6,075.00	
Storm Damage/Fire	688		10,320.00	
Fire Marshal (Christmas)	142		2,130.00	
Fire Fighter Certification II	1040		15,600.00	
Live Burning	100		1,500.00	
Sick/Injury	586 days		105,000.00	
			<hr/>	
	Total Requested:		307,584.00	(to end of year)
			100,000.00	transferred from
				Salaries to Overtime
			56,000.00	Balance as of 10/3/88
			<hr/>	
			151,584.00	REQUESTED

Note: The total overtime required is \$307,584.00

10/3/88 - Transferred \$ 100,000.00 from Salaries to Overtime Account	\$ 207,584.00 Required
10/3/88 - Balance in Present Overtime Account	56,000.00
10/3/88 - Required Funding	151,584.00

The above figures are based upon the filling of four (4) vacancies by January 2, 1989.

I request this request for \$ 151,584.00 be acted upon ASAP.

Sincerely,


Charles J. Monzillo
Chief Fire Executive

CJM:mw

c:D.Setaro, Comptroller



CITY OF DANBURY
DANBURY, CONNECTICUT 06810

FIRE DEPARTMENT
19 NEW STREET

CHARLES J. MONZILLO, CHIEF
(203) 796-1550

October 3, 1988

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From: Charles J. Monzillo, Chief Fire Executive
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RECEIVED
FINANCE DEPT.

OCT 3 1988

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Charles J. Monzillo
Chief Fire Executive

CJM:mw

c:D.Setaro, Comptroller



18

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

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

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

received
10/24/88

October 24, 1988

TO: Mayor Joseph H. Sauer, Jr. and
Members of the Common Council

FROM: Robert G. Ryerson, Director of Parks & Recreation *RG*

RE: Capital Line Item
(Improvements at Hatters Community Park)

Due to the rentals of Hatters Community Park's facilities, there has been \$9,000 collected this fiscal year to date. I am requesting that \$9,000 be appropriated to the capital line item "Improvements at Hatters Community Park."

The revenue account and appropriation account will be increased in a like amount.

The Comptroller's Office has stated that this action will not require any transfer from the contingency fund.

This action will allow us to make continued improvements at the park.

RGR:tw

[Handwritten signature]



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

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

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

October 24, 1988

TO: Mayor Joseph H. Sauer, Jr. and
Members of the Common Council

FROM: Robert G. Ryerson, Director of Parks & Recreation *RGR*

RE: Capital Line Item
(Improvements at Hatters Community Park)

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This action will allow us to make continued improvements at the park.

RGR:tw

*Law Offices
Gemza and Dabry*

*University Place
182 White Street
P. O. Box 348*

Danbury, Connecticut 06813

(203) 744-3334

*Of Counsel
Theodore A. Gemza*

Gerald J. Dabry

Norman H. O'Connor

October 20, 1988

The Honorable Joseph H. Sauer, Mayor
Honorable Members of the Common Council
City of Danbury
City Hall
Danbury, CT 06810

Dear Mayor Sauer and Honorable Members of the Common Council:

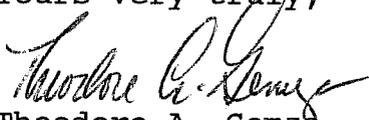
It is respectfully requested that the following matter be placed on the Common Council agenda for consideration at its November meeting.

Subject: Exchange of right of way easements between the City of Danbury and Tancy and Marcie Gemza covering property located off Tan Mar Drive and Spruce Mountain Trail, Danbury, Connecticut.

Explanation: Tancy and Marcie Gemza presently have a right of way easement from Tan Mar Drive over "Parcel D" containing 16 acres of land owned by the City of Danbury to their 8.9 acre tract of land located southerly and adjacent to said "Parcel D" as shown on Town Clerk Map #6124.

Proposal: Tancy and Marcie Gemza will release their right of way easement from Tan Mar Drive over 95% of said "Parcel D" in exchange for a similar right of way easement from Spruce Mountain Trail to their property over "Parcel B" containing 0.246 acres owned by the City of Danbury and a small portion of "Parcel D" as shown on said Town Clerk Map #6124.

This proposal has the conceptual approval of the Superintendent of the Public Utilities Department and the City Engineer subject to their review and approval of all documents.

Yours very truly,

Theodore A. Gemza



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

October 17, 1988

ENGINEERING DEPARTMENT
(203) 797-4641

JOHN A. SCHWEITZER, JR.
CITY ENGINEER

Hon. Members of the Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, Ct. 06810

Dear Council Members:

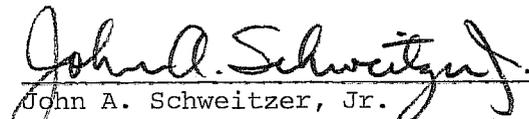
Lakeview Avenue - Lot 103

At the September 7, 1988 Common Council meeting (Item #28 on the agenda) this department was requested to report back to the Common Council concerning the donation of Lot 103 on Lakeview Avenue. This request is very similar to the request made in the January 5, 1988 Common Council meeting. On March 29, 1988 a report was prepared and submitted to the Common Council. A copy of this March 29, 1988 report is attached for your use.

Our opinion expressed in our March 29, 1988 report that there is no value in the City owning this property stands. However, as expressed in this same report this land may be of value to the Rural Water Company which owns the community water system that serves this area. It is recommended that the matter of the City receiving a donation of land and then transferring the ownership of this land to a third party should be reviewed by the Corporation Counsel's office.

The fair market value of this Lot #103 (northerly 1/2 of Tax Assessor's Lot K04114) is a determination that would have to be made by others.

Very truly yours,



John A. Schweitzer, Jr.
City Engineer

JAS/gw

c: Daniel Minahan
William Buckley, Jr.
E. Gottschalk
Stephen Polizzi, Rural Water Company



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

March 29, 1988

ENGINEERING DEPARTMENT
203-797-4641

JOHN A. SCHWEITZER, JR.
City Engineer

Hon. Members of the Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, Ct. 06810

Dear Council Members:

Lakeview Avenue - Lot 103

At the January 5, 1988 Common Council meeting (Item #53 on the agenda) this department was requested to report back to the Common Council concerning the donation of Lot 103 on Lakeview Avenue to the City by Stelco Industries, Inc..

This lot 103 as shown on Town Clerks map No. 1909 is the northerly 1/2 of Tax Assessor's Lot No. K04114. Lot 103 is 50 feet in width and has an average depth of 93.88 feet, and an area of approximately 4694 sq. feet.

After reviewing the location, size, and possible uses of this parcel we have formed the opinion that there is no value in the City owning this parcel.

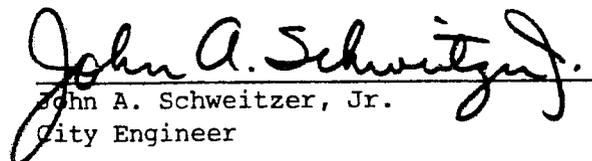
In the December 11, 1987 letter from Attorney Samuel T. Rost of Gross and Gross he mentions that this lot is adjacent to a lot which contains a well, storage tanks, and pump station for a community water system. This community water system is owned by Rural Water Company. Rural Water Company has a request into the Common Council looking for property from the City to enhance this community water system. Could this Lot 103 be used to improve the Rural Water Company water system?

Would Rural Water Company have any interest in obtaining ownership of this lot?

If you have any questions, please give us a call.

Very truly yours,

JAS/gw


John A. Schweitzer, Jr.
City Engineer

C: Mayor Joseph H. Sauer, Jr.
Daniel Minahan
William Buckley
Eric L. Gottschalk

COHEN AND WOLF, P. C.

AUSTIN K. WOLF	RICHARD G. KENT
MARTIN F. WOLF	RICHARD L. NEWMAN
ROBERT J. ASHKINS	RICHARD SLAVIN
STUART A. EPSTEIN	ROBERT S. BURSTEIN
RICHARD L. ALBRECHT	LINDA LEDERMAN
JONATHAN S. BOWMAN	DANIEL S. NAGEL
IRVING J. KERN	RICHARD J. DI MARCO
MARTIN J. ALBERT	DAVID B. ZABEL
STEWART I. EDELSTEIN	MARK A. KIRSCH
NEIL R. MARCUS	CHRISTOPHER J. SMITH
DAVID L. GROGINS	NEIL W. SUTTON
ROBERT B. ADELMAN	ROBERT J. YAMIN
MICHAEL S. ROSTEN	DAVID M. LEVINE
GRETA E. SOLOMON	JOSEPH G. WALSH
JORAM HIRSCH	JEREMIAH R. DINEEN, III
PAUL B. EDELBERG	MARY ANN CONNORS
ROBIN A. KAHN	MARY H. CASDEN

HERBERT L. COHEN
(1928-1983)

LAW OFFICES

1115 BROAD STREET
P. O. BOX 1821
BRIDGEPORT, CONNECTICUT 06601
TELEPHONE (203) 368-0211
TELECOPIER (203) 576-8504

158 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810
TELEPHONE (203) 792-2771
TELECOPIER (203) 791-8149

ONE ATLANTIC STREET
STAMFORD, CONNECTICUT 06901
TELEPHONE (203) 964-9907
TELECOPIER (203) 967-4452

PLEASE REPLY TO Danbury

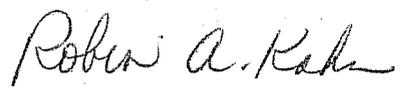
October 7, 1988

Mr. James Nimmons, President
Common Council
CITY OF DANBURY
155 Deer Hill Avenue
Danbury, CT 06810

RE: SUNRISE LAKE ASSOCIATES TO CITY OF DANBURY

Dear Mr. Nimmons:

By this letter, I am hereby requesting on behalf of Sunrise Lake Associates that the City of Danbury accept from Sunrise Lake Associates a parcel of land consisting of 4,652 square feet which is located at the intersection of Boulevard Drive and Kenosia Avenue in Danbury, Connecticut. Kindly consider this request at the next meeting of the Common Council.

Very truly yours,

Robin A. Kahn

RAK/cme

cc: Sunrise Lake Associates, Inc.
Laszlo L. Pinter, Corporation Council

22

Airport "T" Hangars of Hartford

420 Highland Avenue
P.O. Box 520
Cheshire, Connecticut 06410

October 3, 1988

Councilperson Lovie Bourne
1 Kilian Drive
Danbury, CT 06811

Dear Councilperson Bourne:

I have read in the News Time of your involvement in the Airport T-Hangars situation. I write this letter to express my continued interest in leasing land on the Danbury Airport and constructing hangars for aircraft.

Enclosed is a copy of my letter of March 18, 1988 to Mayor Sauer, indicating the interest I expressed to Mr. Estefan. To date I have had no response from Mayor Sauer or from Mr. Estefan as to said letter.

Sincerely,

Richard A. Dice
Richard A. Dice

RAD/cd
Enc.

March 18, 1988

Mr. Joseph Sauer
Mayor
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

RE: T-Hangars

Dear Mayor Sauer:

The undersigned is interested in leasing land on the Danbury Airport, constructing T-Hangars for light aircraft thereon and renting same to the public. On at least two occasions, I have approached the Airport Administrator, Mr. Estefan, without success, except to show me a plan of development of the airport and to suggest that the hangars be placed in a wetland swamp towards the northeast corner thereof.

I write you this letter to express my continued interest in making these hangars available to the general public and respectfully solicit your help in making progress toward this end.

Sincerely,

Richard A. Dice

RAD/kv

cc: Mr. Paul Estefan
Airport Manager

Kenneth Tripp
Administrative Assistant

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October 1, 1988

James Nimmons
President Danbury Common Council
155 Deerhill Ave
Danbury, Ct 06810

Dear Mr. Nimmons:

We have been following Wilmorite's proposal concerning the acquisition of 30 acres form the airport to support the Danbury Fair Mall expansion plan. We own the 68 +/- acres of land between the Mall and State Route 84.

We believe that the use this property might be a more reasonable way to facilitate the Mall expansion.

This property is for sale.

Thank you:

Gerald E. Keeler
Muriel D. Keeler
115 Westville Ave.
Danbury, Ct 06810

cc. Mayor Sauer
H. D. Keeler



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

(203) 797-4511

October 26, 1988

Honorable Members of the Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut 06810

Re: Payment of Delinquent Taxes

Dear Council Members:

Attached please find correspondence from Acting Director of Finance/Comptroller, Dominic Setaro, concerning the above referenced subject.

It would be appropriate to establish a committee to review this proposal.

Sincerely yours,

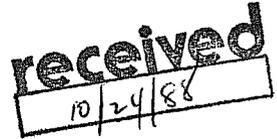
Joseph H. Sauer, Jr.
Mayor

JHS:cjz
attachements



CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810



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**DEPARTMENT
OF FINANCE**

October 21, 1988

MEMO TO: Mayor Joseph H. Sauer
FROM: Dominic A. Setaro, Jr., Acting Director of Finance/
Comptroller
RE: Payment of Delinquent Taxes

Attached you will find a copy of a letter sent by Catherine Skurat, Tax Collector, dated October 7, 1988, in reference to accepting a new method of payment for delinquent taxes.

Essentially we are looking for delinquent taxes to be paid with either cash, bank check, money order or credit card. We have been receiving delinquent tax payments, specifically for motor vehicles, and checks have been returned to the city as a result of insufficient funds, etc.

Also attached you will find a response from Assistant Corporation Counsel Eric Gottschalk in reference to a memo that I sent to him on this matter. As you can see, the Common Council must establish an ordinance for us to accept a method of payment other than what we are currently doing. Therefore, I suggest that you place this item on the November agenda for the Common Council meeting so that a committee can be formed to review this request and adopt the appropriate ordinance.



Dominic A. Setaro, Jr.

DAS/af
Enclosures

c: Catherine Skurat

A GENDA



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

OFFICE OF THE TAX COLLECTOR
(203) 797-4541

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

October 7, 1988

MEMO TO: *Dominic A. Setaro, Jr., Acting Director of Finance-Comptroller*

FROM: *Catherine A. Skurat, Tax Collector*

RE: *Payment of Delinquent Taxes*

Effective as soon as possible, I would like to institute an office policy to accept only cash or a bank check in payment of delinquent taxes (especially motor vehicle taxes). What I need to know is if I can start this new policy solely on my own, or does something like this have to become a city ordinance?

In most cases when we get back a bad check, it is usually for payment of delinquent taxes. In most cases also, these delinquent taxes are for motor vehicle taxes. After payment has been received, the person is given a clearance slip to be allowed to re-register their car with the Department of Motor Vehicles. Then when the check is returned to us, there is a great deal of paper work which has to be done. This is why I feel that if we can start accepting cash or bank check in payment of all delinquent taxes, this will help save us time to devote to other collection matters.

Please let me know as soon as possible. Thank you for your cooperation, and if any further information is needed, please let me know.



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CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

~~JAMES E. DEER, MAYOR~~

DEPARTMENT
OF FINANCE

October 11, 1988

MEMO TO: Eric Gottschalk, Assistant Corporation Counsel
FROM: Dominic A. Setaro, Jr., Acting Director of Finance/
Comptroller
RE: Payment of Delinquent Taxes

Attached you will find a copy of a memo from Tax Collector Catherine Skurat in reference to some problems which we are experiencing in delinquent tax collections. Would you know of any reason why we cannot institute the policy that Catherine is suggesting? It is my feeling especially in the case of motor vehicles this would be a big help to us. I think it may be difficult to do though in the case of prior taxes for real estate, but I would appreciate your researching the issue to find if we can institute the policy as suggested by Catherine Skurat or some modified policy.

Dominic A. Setaro, Jr.

DAS/af
Enclosure

c: Catherine Skurat



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

ROBERT T. RESHA
CORPORATION COUNSEL

PLEASE REPLY TO:

ERIC L. GOTTSCHALK
LASZLO L. PINTER
JOHN JOWDY
GEORGE S. SAKELLARES
ASSISTANT CORPORATION
COUNSEL

October 19, 1988

DANBURY, CT 06810

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

FROM: Eric L. Gottschalk, Assistant Corporation Counsel

RE: Payment of Delinquent Taxes - Yours, October 11, 1988

After reviewing state statutes, I cannot find any restriction which would prevent the City from requiring that certain tax payments be made in cash or by some form of bank check. But since the power to, "... regulate the mode of assessment and collection of taxes and assessments not otherwise provided for;" is a power given by charter and statute to the Common Council (see Connecticut General Statutes § 7-148(c)(2)(B)), I suggest that you present this material to the Common Council for its uses as the framework for an appropriate ordinance.

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


Eric L. Gottschalk

ELG:cr

DRISCOLL, LANE, MANNION & DRISCOLL

KENNETH H. MURRAY (1905-1984)
JAMES C. DRISCOLL, JR.
D. JOSEPH LANE, JR.
JAMES M. MANNION
JAMES C. DRISCOLL III
JEROME A. MAYER
THOMAS NESSEL
KIM E. NOLAN

LAW OFFICES
BETHEL OFFICE
235 GREENWOOD AVENUE
P. O. BOX 248
BETHEL, CONNECTICUT 06801
TELEPHONE 744-5000
AREA CODE 203
FAX: (203) 798-7790

SOUTHBURY OFFICE
THREE POMPERAUG OFFICE PARK
SUITE 203
P. O. BOX 252
SOUTHBURY, CONNECTICUT 06488-0252
TELEPHONE 264-9650
AREA CODE 203

October 26, 1988

Hon. Joseph H. Sauer, Jr., Mayor
Hon. Members of the Common Council
City of Danbury, Connecticut

Re: SP Development - Sewer Line

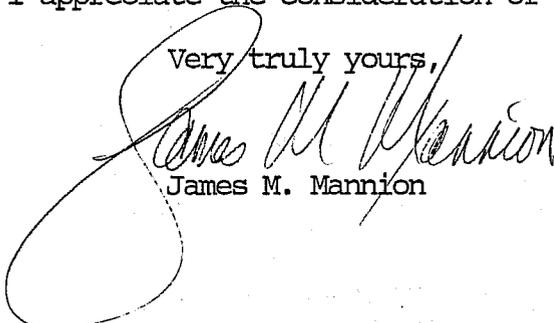
Dear Mayor and Council Members:

Enclosed herein please find an Agreement between the City of Danbury and SP Development for construction of a sewer line through properties of Consolidated Rail Corporation located in the City of Danbury.

The enclosed Agreement is in a form which meets the requirements of the Corporation Counsel of the City of Danbury and it would be greatly appreciated if the Common Council would appoint a committee to review same. It would also be greatly appreciated if the undersigned could be given notice by the committee of the Common Council so that we may be available at the meeting to make a presentation and answer any questions the committee may have.

On behalf of my clients, I appreciate the consideration of the Council.

Very truly yours,



James M. Mannion

JMM:rav

Enclosure

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AGREEMENT

Agreement made this day of , 1988, by and between the City of Danbury, a political subdivision of the State of Connecticut, acting herein by a duly authorized official (the "City" or "Licensee") and SP Development Company, a Connecticut General Partnership of 108 Mill Plain Road, Danbury, Connecticut, (the "Owner") as the present owners of the premises described on Schedule A, (the "Premises").

W I T N E S S E T H :

WHEREAS, concurrent with the execution of this Agreement, the City has entered into a certain License Agreement for Wire, Pipe and Cable Transverse crossing and Longitudinal Occupations dated September 19, 1988, (the "License Agreement") between Consolidated Rail Corporation, a Pennsylvania corporation (the "Railroad") and the City of Danbury, a political subdivision of the State of Connecticut, with the City of Danbury being referred to in the License Agreement as the "Licensee"; and

WHEREAS, the License Agreement, attached hereto and made a part hereof and identified as Schedule B, provides that the City as Licensee will construct, maintain, repair, alter, renew, relocate and ultimately remove an occupation of one (1) 24-inch ductile iron gravity flow sanitary sewer pipe encased in a 42-inch steel pipe through the lands and under and across the roadway and tracks of the Maybrook Secondary Track of Railroad (Line Code 4223) at Valuation Station 9433+95± (Mile Post 78.68) located 1,675 feet south of Mile Post 79 at a point 1.34 miles south of the Station of Berkshire Junction, Fairfield County, Connecticut; and

WHEREAS, the City of Danbury as Licensee under the License Agreement is required to undertake certain duties and obligations; and

WHEREAS, the City of Danbury is only willing to undertake such duties and obligations if the Owner from time to time of the property identified on Schedule A attached hereto undertakes to complete the City's obligations as Licensee and to reimburse the City for any expenses which they are required to undertake as a result of their becoming Licensee under the License Agreement; and

WHEREAS, the Owner agrees as a covenant running with the land that the Owner of the property from time to time will undertake to complete the City's obligations as Licensee, to reimburse the City for any expenses in connection with any duty or obligation undertaken by the City as Licensee under License Agreement, and to indemnify and hold the City harmless from and

against any and all liability or obligation which the City may be required to undertake pursuant to the License Agreement.

NOW, THEREFORE, in consideration of the mutual conditions and obligations contained herein the parties agree as follows:

1. The City will execute the License Agreement and become the Licensee under the License Agreement.

2. The Owner will undertake at its own expense the construction and all future maintenance of the "FACILITIES" as referred to in the License Agreement in accordance with all requirements of the License Agreement.

3. The Owner will reimburse the City for any expenses of the City in connection with any duty or obligation undertaken by the City as Licensee under the License Agreement and will indemnify and hold the City harmless from and against any liability or obligation which the City may be required to undertake pursuant to the License Agreement.

4. The obligation of Owner as provided herein shall constitute a covenant running with the land but the Owner and its successors or assigns shall only have a personal obligation hereunder during the time the Owner or any of such successors or assigns shall be the Owner of the Premises.

IN WITNESS WHEREOF, the said parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

City of Danbury

By: _____
Its Authorized Official

SP Development Company

By: _____
Its General Partner
duly authorized

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

On this the _____ day of _____, 1988, before me, personally appeared _____, who acknowledged himself to be an Authorized Official of the City of Danbury, and that he as such Authorized Official executed the same for the purposes therein contained by signing the name of the City of Danbury by himself as such Authorized Official, before me.

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

On this the _____ day of _____, 1988, before me, personally appeared _____, General Partner, duly authorized of SP Development Company, a General Partnership, and that he as such General Partner executed the same for the purposes therein contained by signing the name of SP Development Company by himself as such General Partner, before me.

SCHEDULE A

ALL THAT CERTAIN piece or parcel of land, with the buildings and improvements thereon, located in the Town of Danbury, County of Fairfield and State of Connecticut, bounded and described as follows:

BEGINNING at a point on the Southerly side of Sand Pit Road, so-called, said point being the Northeast corner of the property herein described, also being the Northwest corner of property now or formerly of Western Conn. Medical Center running thence along land now or formerly of said Western Conn. Medical Center and now or formerly of Sand Pit Associates, each in part South $04^{\circ} 42' 05''$ east 692.19 feet to a point; thence South $02^{\circ} 24' 20''$ West 182.15 feet to a point; thence South $04^{\circ} 51' 00''$ West 98.78 feet to a point, thence South $01^{\circ} 32' 25''$ West 159.92 feet to a point; thence South $03^{\circ} 20' 55''$ West 144.18 feet to a point; thence South $00^{\circ} 29' 40''$ East 47.74 feet to a point; thence turning and running North $89^{\circ} 21' 45''$ East 219.65 feet to a point; thence turning and running along the West side of Morgan Avenue, so-called, South $01^{\circ} 01' 20''$ East 150.00 feet; thence turning and running South $89^{\circ} 29' 40''$ West 232.98 feet, North $84^{\circ} 27' 00''$ West 52.72 feet, North $81^{\circ} 13' 35''$ West 107.35 feet, North $75^{\circ} 18' 40''$ West 28.49 feet, South $88^{\circ} 35' 00''$ West 57.44 feet, South $81^{\circ} 09' 45''$ West 187.19 feet, South $89^{\circ} 19' 35''$ West 114.36 feet; thence turning and running North $02^{\circ} 05' 30''$ West 86.72 feet, North $02^{\circ} 07' 35''$ West 51.31 feet, North $02^{\circ} 32' 30''$ West 57.35 feet, North $02^{\circ} 43' 55''$ West 77.48 feet, North $03^{\circ} 07' 40''$ West 126.64 feet, North $01^{\circ} 24' 25''$ West 173.12 feet to a point; thence turning and running North $75^{\circ} 27' 35''$ West 192.05 feet; thence turning and running North $04^{\circ} 05' 20''$ East 67.48 feet; thence turning and running South $78^{\circ} 44' 30''$ East 179.35 feet, South $02^{\circ} 20' 00''$ East 30.84 feet; thence turning and running North $87^{\circ} 30' 00''$ East 60.56 feet; North $88^{\circ} 05' 00''$ East 61.06 feet; thence turning and running North $02^{\circ} 02' 56''$ West 695.88 feet to a point on the South side of Sand Pit Road so-called; thence turning and running along the South side of said Sand Pit Road on a curve to the left having a radius of 980.366 feet and a length of 62.75 feet to a point, a curve to the left having a radius of 980.366 feet and a length of 55.99 feet; thence South $66^{\circ} 10' 50''$ East 8.16 feet to a point and on a curve to the left having a radius of 985.37 feet and a length of 236.58 feet to a point, thence

North $62^{\circ} 54' 20''$ East 72.02 feet to a point; thence on a curve to the right having a radius of 925.37 feet and a length of 49.80 feet to the point or place of beginning.

Said property is also shown on certain maps entitled "Map Prepared for SP Development Company, Sand Pit Road & Morgan Avenue, Danbury, Connecticut, Zone as Shown, Area = 17.4432 Acres, Scale 1" = 40', September 14, 1987, Sheet No. 1 of 2 and Sheet No. 2 of 2" which map is to be recorded in the Land Records of the Town of Danbury.

shall be under and subject to the following terms, covenants, and conditions as hereinafter recited, which are hereby accepted and agreed to, by Licensee, to wit:

1. Licensee shall pay to Railroad upon the execution hereof, the sum of **Two Thousand Six Hundred Eighty Dollars (\$2,680.00)** as reimbursement for the rights granted in this Agreement.

2. (a) The FACILITIES shall be located, constructed and maintained in exact accordance with said construction plans and for the purpose as outlined on Page 1. No departure shall be made at any time therefrom except upon permission in writing granted by the Chief Engineer of Railroad, or his designee, provided, however, that if any commission or other regulatory body duly constituted and appointed in compliance with the laws of the State in which the crossing or occupancy herein provided is situate, and having jurisdiction in the premises, has by ruling or other general order determined and fixed the manner and means of construction, maintenance, repair, alteration, renewal, relocation, or removal thereof, then said ruling or general order shall prevail for the crossing or occupancy herein mentioned.

(b) The work of constructing, maintaining, repairing, altering, renewing, relocating or removing the said FACILITIES shall be done under such general conditions as will be satisfactory to and approved by the Chief Engineer of Railroad, or his designee, and as will not interfere with the proper and safe use, operation and enjoyment of the property of Railroad. Licensee, at its own cost and expense, shall, when performing any work in connection with the FACILITIES, furnish any necessary inspectors, flagmen or watchmen to see that men, equipment, and materials are kept a safe distance away from the tracks of Railroad.

(c) In addition to, but not in limitation of any of the foregoing provisions, if at any time Railroad should deem inspectors, flagmen or watchmen desirable or necessary to protect its operations or property, or its employees, patrons or Licensees during the work of construction, maintenance, repair, alteration, renewal, relocation, or removal of said FACILITIES of Licensee, Railroad shall have

the right to place such inspectors, flagmen or watchmen at the sole risk, cost and expense of Licensee, which covenants and agrees to bear the full cost and expense thereof and to promptly reimburse Railroad upon demand. The furnishing or failure to furnish inspectors, flagmen or watchmen by Railroad, however, shall not release Licensee from any and all other liabilities assumed by Licensee under the terms of this Agreement.

3. If Licensee desires or is required, as herein provided, to revise, renew, add to or alter in any manner whatsoever the aforementioned FACILITIES, it shall submit plans to Railroad and obtain the written approval of the Chief Engineer of Railroad thereto before any work or alteration of the structure is performed and the terms and conditions of this Agreement with respect to the original construction shall apply thereto. In that event, Railroad reserves the right to assess additional charges.

4. (a) Licensee shall at all times be obligated to promptly maintain, repair, and renew said FACILITIES; and shall, upon notice in writing from Railroad and requiring it so to do, promptly make such repairs and renewals thereto as may be required by Railroad; or Railroad, for the purpose of protecting and safeguarding its property, traffic, patrons or employees from damage or injury, may with or without notice to Licensee at any time make such repairs and renewals thereto and furnish such material therefor as it deems adequate and necessary, all at the sole cost and expense of Licensee.

(b) In the event of an emergency, Licensee will take immediate steps to perform any necessary repairs, and in the event Licensee fails so to do, Railroad will perform said necessary repairs at the sole cost and expense of Licensee.

5. (a) The supervision over the location of the construction work and inspection of the FACILITIES and the approval of the material used in construction, maintenance, repair, alteration, renewal, relocation and removal of the aforesaid FACILITIES covered by this Agreement shall be within the jurisdictional rights of Railroad.

SCHEDULE B

CONSOLIDATED RAIL CORPORATION

**LICENSE AGREEMENT FOR WIRE, PIPE AND CABLE TRANSVERSE
CROSSINGS AND LONGITUDINAL OCCUPATIONS**

THIS AGREEMENT, made this 19th day of SEPTEMBER 1988, between CONSOLIDATED RAIL CORPORATION, a Pennsylvania Corporation, party of the first part (hereinafter called "Railroad") and CITY OF DANBURY, a Political Subdivision of the State of Connecticut, as party of the second part (hereinafter called "Licensee").

WITNESSETH, that said Railroad (which when used herein shall include any lessor, successor, or assignee of or operator over its railroad) insofar as it has the legal right and its present title permits, and in consideration of the covenants and conditions hereinafter stated on the part of Licensee to be kept and performed, hereby permits Licensee to construct, maintain, repair, alter, renew, relocate, and ultimately remove:

one (1) 24-inch ductile iron gravity flow sanitary sewer pipe encased in a 42-inch steel pipe through the lands and under and across the roadway and tracks of the Maybrook Secondary Track of Railroad (Line Code 4223) at Valuation Station 9433+95± (Mile Post 78.68) located 1,675 feet south of Mile Post 79 at a point 1.34 miles south of the Station of Berkshire Junction, Fairfield County, Connecticut,

in accordance with construction plans No. 86083, Sheets 1 and 2 of 2 dated March 4, 1988 revised August 16, 1988, submitted by Licensee to and approved by the Chief Engineer of Railroad, incorporated herein by reference; also in accordance with current issues of Railroad Specifications Nos. CE 4 and/or CE 8; and shown on Plan No. S-1259, dated August 24, 1988, marked Exhibit "A", attached hereto and made a part of this Agreement, all and any part thereof being hereafter referred to as the "FACILITIES"; said license, however,

(c) If a claim or action is brought against either party and for which the other party may be responsible hereunder in whole or in part, such other party shall be notified and permitted to participate in the handling or defense of such matter.

8. All cost and expenses in connection with the construction, maintenance, repair, alteration, renewal, relocation and removal of said FACILITIES shall be borne by Licensee, and in the event of work being performed or material furnished by Railroad under the stipulated right to perform such work of construction, maintenance, repair, alteration, renewal, relocation or removal under any section hereof, Licensee agrees to pay to Railroad the actual cost of material plus the current applicable overhead percentages for storage, handling, transportation, purchasing and other related material management expenses and the actual cost of labor plus the current applicable overhead percentages as developed and published by the accounting department of Railroad for fringe benefits, payroll taxes, administration, supervision, use of tools, machinery and other equipment, supplies, employers liability insurance, public liability insurance, and other insurance, taxes and all other indirect expenses. It is to be understood that the aforementioned material and labor overhead charges are to be applied at the rates which are effective at the time of the performance of any work by employees of Railroad on the said FACILITIES. Licensee agrees to pay such bills within thirty (30) days of the presentation thereof by Railroad.

9. Licensee shall, at its sole cost and expense, upon request in writing of Railroad, promptly change the location of said FACILITIES covered by this Agreement, where located over, upon or in the property and facilities of Railroad, to another location, to permit and accommodate changes of grade or alignment and improvement in or additions to the facilities of Railroad upon land now or hereafter owned or used by Railroad to the intent that said construction shall at all times comply with the terms and conditions of this Agreement with respect to the original construction; or in the event of the lease, sale or disposal of the premises or any part thereof encumbered by this license, then said Licensee shall make such adjustments or relocations in its FACILITIES as are over,

upon or in the property and facilities of Railroad as may be required by said Railroad or its grantee; and if Licensee shall fail or refuse to comply therewith, then the duly authorized agents of Railroad may make such repairs or adjustments or changes in location and provide necessary material therefor.

10. Upon termination of this Agreement or upon the removal or abandonment of the FACILITIES covered hereby, all the rights, title and interest of Licensee hereunder shall cease and determine, and this instrument shall thereupon become and be null and void, without any liability on the part of either party to the other party except only as to any rentals and liability accrued prior thereto, and Licensee shall remove its said FACILITIES and appurtenances from Railroad property, and right of way and all property of Railroad shall be restored in good condition and to the satisfaction of Railroad. If Licensee fails or refuses to remove its FACILITIES and appurtenances under the foregoing conditions, Railroad shall be privileged to do so at the cost and expense of Licensee, and Railroad shall not be liable in any manner to Licensee for said removal.

11. In the event the FACILITIES consist of an underground occupation, Licensee will be responsible for any settlement caused to the roadbed, right of way and/or tracks, facilities, and appurtenances of Railroad arising from or as a result of the installation of the said FACILITIES for a period of one (1) year subsequent to the date of completion of the installation, and Licensee agrees to pay to Railroad on demand the full cost and expense therefor.

12. In the event the said FACILITIES consist of electrical power or communication wires and/or appurtenances, Licensee shall at all times be obligated promptly to remedy any inductive interference growing out of or resulting from the presence of its FACILITIES; and if Licensee should fail so to do, then Railroad may do so, and Licensee agrees to pay to Railroad on demand the full cost and expense therefor.

13. As part of the consideration of the within Agreement, Licensee covenants and agrees that no

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assessments, taxes or charges of any kind shall be made against Railroad or its property by reason of the construction of said FACILITIES of Licensee, and Licensee further covenants and agrees to pay to Railroad promptly upon bills rendered therefor the full amount of any assessments, taxes or charges of any kind which may be levied, charged, assessed or imposed against Railroad or its property by reason of the construction and maintenance of said FACILITIES of Licensee.

14. The rights conferred hereby shall be the privilege of Licensee only, and no assignment or transfer hereof shall be made, or other use be permitted than for the purpose stated on Page 1 without the consent and agreement in writing of Railroad being first had and obtained.

15. This Agreement shall be terminable upon mutual consent of the parties hereto, provided that this Agreement may be terminated by Railroad upon the violation of any of the terms, covenants and conditions of this Agreement on the part of Licensee.

16. This Agreement shall take effect as of the **First day of September, 1988**, subject to the provisions of Article "19".

17. Anything herein contained to the contrary notwithstanding, there shall be no obligation on the part of Railroad to continue operation of the line of Railroad in the vicinity of the FACILITIES to prevent the termination of Licensee's occupation rights at any crossing or occupation covered hereunder on account of an abandonment of line or service by Railroad; nor shall there be any obligation upon Railroad to perfect its title in order to continue in existence the said occupation rights after such abandonment of line or service.

18. This Agreement is authorized to be entered into by Resolution, or Ordinance No. _____, Adopted _____, 19____, By _____, a Certified copy of which is attached hereto.

19. This Agreement will not become valid until the method of installation and all related matters have been

25

approved by the Chief Engineer - Design and Construction of Railroad or his duly designated representative.

20. Automobile mileage charges incurred by aforementioned Railroad inspectors, flagmen or watchmen in connection with the installation, maintenance, etc., of said FACILITIES will be based on allowances approved by The United States Government in effect at the time the expenses are incurred.

21. This Agreement shall not be deemed or construed as transferring to Licensee any interest in the land of Railroad or any right in the nature of an interest, irrespective of any expenditure by Licensee for the FACILITIES.

The terms of this Agreement shall be binding and effective upon all the parties hereto, and unless and until terminated, as hereinbefore provided, this Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, subject, however, to the provisions of Article "14" of this Agreement.

IN WITNESS WHEREOF, the said parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

WITNESS:

CONSOLIDATED RAIL CORPORATION

BY:

C. W. Owens
Vice President -
Engineering & Staff

WITNESS:

CITY OF DANBURY

BY:

Its

SEE SHEET 4 FOR 16" WATER TO FEED

BM - PK in pole: 302.81'

U.P. #5850S W/POWER

EXISTING 4" CAST IRON WATER MAIN

EXISTING 12" GAS MAIN

EXISTING 4" GAS MAIN

PROPOSED 16" CLASS 52, DP WATER MAIN

R.R. FILE: S-1259
EXHIBIT "A"
8-24-88

INSTALL 24" STUB AT MANHOLE FOR FUTURE SEWER NORTH ON
BEAVER BROOK ROAD.

03 W/POWER

B-4

BROOK ROAD

EASEMENT
STATE OF CONNECTICUT

FEDERAL ROAD

EASEMENT

EDGE CONRAIL RIGHT OF WAY
OBSERVATION PIT FOR
BORING HEAD
BORE FROM STA. 19+39
FORWARDS 17'-08"
TO MINIMIZE TRAFFIC DISRUPTION.

CONRAIL RIGHT OF WAY

RIGHT POST

BEAVER

CROSSING
STA. 9433+95±
1675' S. OF M.P. 79
1.34 MI. S. OF STA.
OF BELKSHIRE JCT. E.T.

9581

15865
127

0=127±

MAYBROOK SEC.
HC 4223

SCALE: 1"=40'

RAILROAD SPUR DEADENDS

BORING
15' WIDE
SEE DETAIL

STATE
LINE

U.S. ROUTE 7

B-7

45'

U.P. #1019
W/POWER

B-8

CONRAIL

47.5'

AT CONRAIL RIGHT OF WAY

RR & P.C.
STA. 9433+18.07

20'-00"

EXISTING TRAFFIC BOX

EXISTING TRIP PAD FOR TRAFFIC LIGHT

EXISTING OPEN GRASS SWALE

EDGE CONRAIL RIGHT OF WAY

CONRAIL
RIGHT OF WAY

TYPICAL
TO

EXISTING 18" RCP

EXISTING 4" CAST IRON WATER MAIN

EXISTING TRIP PAD FOR TRAFFIC LIGHT

EXISTING 10" CAST IRON WATER MAIN

se

REDEVELOPMENT AGENCY
CITY OF DANBURY

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

24
received
10/20

October 19, 1988

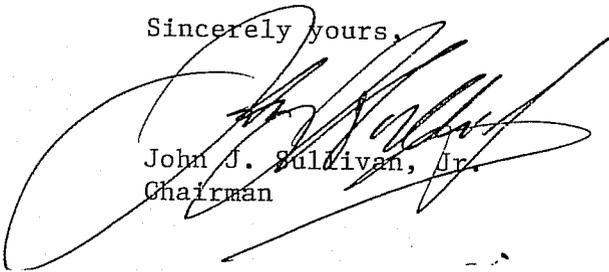
The Honorable Joseph H. Sauer, Jr. and
Members of the Common Council
155 Deer Hill Avenue
Danbury, Connecticut 06810

Dear Mayor Sauer and Council Members:

As the Agency is currently without an Executive Director, it is necessary to amend Section 19.C.(5) of the Pre-Development Master Agreement. The Agency is requesting Common Council approval of said Amendment.

In this regard, kindly place the approval of the attached Amendment on the Agenda of the November Council meeting.

Sincerely yours,


John J. Sullivan, Jr.
Chairman

cc: Agency Board

AMENDMENT
TO
PRE-DEVELOPMENT MASTER/AGREEMENT

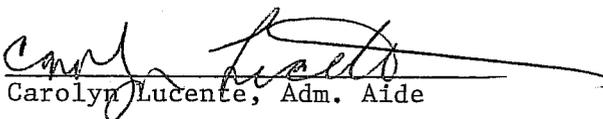
AMENDMENT TO AGREEMENT, made as of the 12th day of March, 1985 by and between the CITY OF DANBURY, a municipal corporation located in the County of Fairfield and State of Connecticut, acting by and through THE REDEVELOPMENT AGENCY OF THE CITY OF DANBURY, a public body corporate, having its office at 142 Deer Hill Avenue, in the City of Danbury, County of Fairfield, and State of Connecticut, and JOHN A. ERRICHETTI, of 20148 Northcote Drive, Boca Raton, Florida.

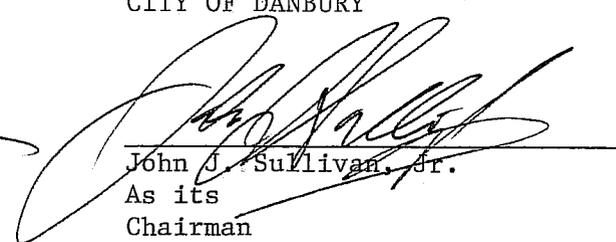
19.C.(5) The City of Danbury and the Agency agree, for the purposes of providing the Redeveloper with certainty in acting hereunder, that where notices, consents, approvals, authorizations, reviews and the like are required hereunder they may be given by the Agency on behalf of the City. Any written notice, consent, approval, authorization of the like received by the Redeveloper from the Chairman and Executive Director, or in the absence of the Executive Director, the Secretary, may be relied upon as authorized to be given hereunder.

Said AMENDMENT having been approved by unanimous vote of the Agency Board of Directors at a Special Meeting of said Board, held on the 18th day of October, 1988.

ATTEST:

REDEVELOPMENT AGENCY OF THE
CITY OF DANBURY


Carolyn Lucente, Adm. Aide


John J. Sullivan, Jr.
As its
Chairman



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

(203) 797-4511

October 26, 1988

Honorable Members of the Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut 06810

Re: Energy Conservation Study Agreement

Dear Members of the Common Council:

The attached material is a proposal for the conduct of an Energy Analysis Survey in the Danbury schools by Connecticut Light and Power in conjunction with Ventana Corporation, a private contractor in this field. Such a survey would be done for partial or no cost depending upon conditions as specified in the material attached.

Please consider this item on the November 1, 1988 Common Council Agenda.

Sincerely yours,

Joseph H. Sauer, Jr.
Mayor

JHS:cjz
Attachments

JOHN McGARRY
LOUIS NAJAMY
ROSEMARIE BOUCHER
FRANK CAPPIELLO
PETER DAMIA
CHARLES A. BARDO, EXECUTIVE DIRECTOR



ADDRESS ALL COMMUNICATIONS
TO BUSINESS OFFICE:
2 NATIONAL PLACE
DANBURY, CONN. 06810
(203) 748-6423

PARKING AUTHORITY
CITY OF DANBURY
DANBURY, CONN, 06810

October 25, 1988

Mr. James Nimmons, President
Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Dear Mr. Nimmons:

The Parking Authority has received updated figures from our consultants on the Library Place Garage Project. Since our last meeting with the Common Council there have been various meetings with Mayor Sauer, Officials of Citytrust, Mr. Setaro, yourself and members of the Parking Authority Board.

We would greatly appreciate your placing us on the agenda for the next Council meeting.

Thanks for your consideration.

Sincerely,

Charles A. Bardo
Executive Director

CAB:djp



CITY OF DANBURY
DANBURY, CONNECTICUT 06810

21
received
9/16/88

FIRE DEPARTMENT
19 NEW STREET

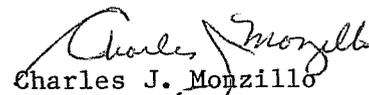
CHARLES J. MONZILLO, CHIEF
(203) 796-1550

September 13, 1988

To: Mayor Joseph H. Sauer, Jr.
From: Charles J. Monzillo, Chief Fire Executive
Subject: Request for Committee to Examine Procedure to Defray
Cost of Present and Future Ambulance Services

As we approach the third month of our budget year, we face, as predicted, a financial shortfall. To assist in this current fiscal problem, I wish to present certain facts which could bring a sum of \$500,000.00 per year into the City's General Fund. This income could defray the expected overtime overrun, and in addition, add sufficient funding for additional emergency projects that may arise.

Sincerely,


Charles J. Monzillo
Chief Fire Executive

Note: In the latter part of 1976, an Ordinance to charge for ambulance service was passed. See attachment. The failure of this program was administrative).

CJM:mw
3b
commambs

Attachment

bers of the department shall not be a delegate or representative to any political or partisan convention to take an active part in behalf of any candidate for political office. (Ord. No. 57, 1-4-66)

Sec. 8-22. Fee schedule and regulations for the ambulance and rescue division of the Danbury Fire Department.

(a) No person shall be transported to a hospital or other institution outside the limits of the City of Danbury, except where such transportation to a hospital or other institution outside the City of Danbury is a matter of actual medical necessity or emergency.

(b) There shall be a fee or charge of twenty dollars (\$20.00) for each call made by a city ambulance outside the city limits of the City of Danbury. In addition, thereto, there shall be a charge of one dollar (\$1.00) per loaded mile from the ambulance station. However, the maximum fee under this paragraph shall be one hundred dollars (\$100.00).

(c) It shall be the duty of the lieutenant in charge of the ambulance and rescue division to prepare a list of the persons to be charged fees. These lists shall be forwarded to the comptroller at intervals of not less than one per month. The comptroller shall then issue bills to the persons to be charged. All fees shall be collected by the comptroller and shall become a part of the general fund of the city. (Ord. No. 126, 2-4-68; Ord. No. 131, 7-2-68; Ord. No. 139, 1-7-69)

Amendment note—Ord. No. 131 amended § 8-22 to decrease the fee for calls inside the city from \$5.00 to \$10.00. The additional charge outside the city was \$1.00 per mile from the ambulance station until the ambulance returned or received another call. Said amendment also added new subsection (d), relettered former subsection (d) (e) and added the provisions relating to the preparation of the lists. Ord. No. 139 deleted (a) pertaining to calls within the city, and (b) pertaining to persons with chronic or recurring conditions, and relettered (b), (c) and (e) as (a), (b) and (c).

Secs. 8-23—8-25. Reserved.

20

DANBURY CARTING CO., INC.
RT 53 TURKEY PLAIN ROAD
W. REDDING, CT 06896

SEPTEMBER 30, 1988

MR. JAMES E. NIMMONS
COMMON COUNCIL
CITY OF DANBURY
155 DEER HILL AVE
DANBURY CT 06810

MR. JAMES E. NIMMONS:

I AM WRITING TO REQUEST A TIME TO MEET WITH THE COMMON
COUNCIL OR THE APPROPRIATE COMMON COUNCIL COMMITTEE.

THE PURPOSE OF THE MEETING IS TWOFOLD:

TO DISCUSS POTENTIAL SOLUTIONS FOR THE PROBLEMS RELATING TO
THE REMOVAL, DISPOSAL AND RECYCLING OF CONSTRUCTION AND
DEMOLITION DEBRIS.

TO MAKE A PROPOSAL TO MANAGE THE EXISTING DANBURY RECYCLING
FACILITY ON PLUMBTREE RD., DANBURY, CT.

SINCERELY YOURS,

Philip J. Presti, Jr.

PHILIP J. LO PRESTI, JR.

RECEIVED

OCT 3 1988

OFFICE OF CITY CLERK



31

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

**DEPARTMENT
OF FINANCE**

October 4, 1988

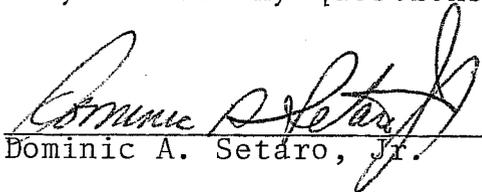
TO: Common Council

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

RE: Fence Repair - Wooster Cemetery

As requested by the Common Council at its September 7, 1988 meeting, three written quotes were obtained for the repair of damages incurred to the fence at the Wooster Cemetery. Attached you will find a copy of a memo from Purchasing Agent Warren Platz indicating that the lowest price was \$2,475.00. This amount was the amount previously requested. The subcommittee of the Common Council recommended to the Common Council as a whole that we report back to it with three prices and at the same time determine with the Corporation Counsel's Office which department would be responsible for supervising the necessary repairs. Eric Gottschalk, Assistant Corporation Counsel, and I have determined the Public Buildings Department should take care of these repairs and therefore, if approved, I will change my original certification to the Common Council in July 1988 from the Parks and Recreation Department to Public Buildings. According to the minutes of the last meeting, you must vote on this action in order for me to transfer these funds previously certified to.

If you have any questions, feel free to give me a call.



Dominic A. Setaro, Jr.

DAS/af
Attachment



31

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

WARREN W. PLATZ
PURCHASING AGENT

(203) 797-4571

September 30, 1988

To: Dominic A. Setaro, Jr., Acting Director of Finance

From: Warren W. Platz, Purchasing Agent *WWP*

The following quotes were obtained for the repair to the fence at Wooster Cemetery:

- | | |
|-----------------------------|------------|
| 1. Rowland Iron Works | \$2,475.00 |
| 2. Tom's Iron Works | \$3,500.00 |
| 3. New England Craft Center | \$5,000.00 |

Quotes # 1 and 3 are written and #2 is verbal.....we are awaiting written confirmation.

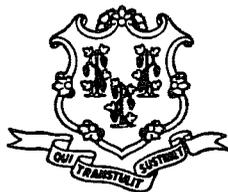
The quotes are in the possession of Chick Volpe should you wish to review them.

WWP/bmm

cc: C.J. Volpe

RECEIVED
FINANCE DEPT.

SEP 30 1988



State of Connecticut
HOUSE OF REPRESENTATIVES
STATE CAPITOL
HARTFORD, CONN. 06106

REPRESENTATIVE BARBARA M. IRELAND
ONE HUNDRED ELEVENTH DISTRICT

MEMBER
APPROPRIATIONS COMMITTEE
TRANSPORTATION COMMITTEE

75 HUNTER LANE
RIDGEFIELD, CONNECTICUT 06877

TELEPHONE
CAPITOL: 240-8585
TOLL FREE: 1-800-842-8267

October 7, 1988

Board of Selectmen
Town of Danbury
City Hall
155 Deer Hill Avenue
Danbury, CT 06810

Dear Board Members:

On behalf of the Route 7 Corridor Task Force, I am writing to urge you to act promptly in the interest of our aquifers.

Numerous aquifers, large and small, lie within the path of the proposed Super 7 expressway. They serve to purify our drinking water and to hold a water supply in reserve for our future needs. Because good water is a scarce resource, we must act now to minimize the effect the Super 7 project will have on our aquifers.

We need to prepare for three phases of the Super 7 project: design; construction; completion. First, the design of the road must take into account the location and nature of the aquifers. Second, the construction process must not be allowed to contaminate the aquifers. Third, we must minimize the impact greater traffic volumes and surface runoff will have on our aquifers.

The Super 7 project has reached a crucial stage. By the Fall of 1989, the Connecticut Department of Transportation must submit a final design of the entire project to the U.S. Army Corps of Engineers. So, to have any influence on the project, we must act without delay.

The Town of Wilton has already taken action. Last winter, Wilton appropriated \$8,000 for a study of the Cannondale aquifer by a professional consultant. The study provides a detailed description of the aquifer. It describes the drastic impact that road construction and increased traffic could have. It suggests ways of reducing the impact. With this study at its disposal, Wilton will be able to negotiate design changes to safeguard the Cannondale aquifer.

3/2

Danbury, Ridgefield and Redding need to be equally well prepared. Accordingly, the Task Force suggests these three communities fund a comprehensive study of the aquifers in the northern portion of the Route 7 corridor. Foremost among these is the Sugar Hollow Aquifer, ranked tenth most important in the entire state. The Sugar Hollow aquifer constitutes an enormous reservoir of drinking water for our area. Preserving it, and as many other aquifers as possible, must be an immediate priority.

The Task Force would be happy to facilitate this truly urgent undertaking. Please call on me if I may help initiate communications on this matter.

Sincerely,

Barbara M. Ireland

Barbara M. Ireland
State Representative

BMI/jk



33

CITY OF DANBURY
DANBURY, CONNECTICUT 06810

DEPARTMENT OF PUBLIC BUILDINGS
(203) 797-4584

RICHARD M. PALANZO
SUPERINTENDENT

November 01, 1988

TO: Common Council Members

FROM: Richard M. Palanzo, Superintendent *OMP*

SUBJ: Further explanation for Emergency request of Waiver of Bid and Award regarding burner at Danbury Police Department

The reason for the request to waive the Bid and Award the burner replacement at the Danbury Police Department is threefold. Number one because of the current condition of the existing fuel oil storage tank we are unable to refill that tank. The tank is approximately half full at this point and depending upon the weather may provide us with an approximate three weeks of heat. This three weeks is needed for the immediate ordering of the gas burner and controls, piping of the gas, and installation of the burner and control mechanism.

We have explored the possibility of a temporary fuel oil storage tank above ground, however, because of the proximity to the next buildings and the Main Street location we can not guaranty security or prevent the tampering with the temporary storage tank.

We are in the heating season and the weather is expected to get progressive colder. It is necessary for us to do whatever we can to provide and maintain a comfortable environment for the Police Department. We have examined alternative energy sources and found natural gas to be the most benefical in this circumstance.

I apoligize for the short notice regarding this request, however, the urgency of the situation dictated that this Department do everything within its power to ensure maintenance of the environment. It should be noted that the installation of this burner is far less expensive than a reinstallation of a fuel oil storage tank, will improve our effeciency in fuel consumption, and reduce burner maintenance.

I hope this helps to clarify the reason why this Department has asked for a waiver of Bids and an Award to the Yankee Service Company. It should be noted that Yankee Service Company is a authorized agent for the burner manufacturer and they have

performed all of the shakedown inspections and factories set-ups on the burner installations, at Mill Ridge School, and at Park Avenue School. This is the reason why we recommend an Award. If Yankee installs we will automatically have the manufacturers guarantee and will not have to worry about coordinating the manufacturers agent to come in to do the final set-up and shake down of the burner.

I appreciate your attention and support in this regard. Should you have any questions please do not hesitate to contact me.

CC Mayor Joseph Sauer, Jr.

D. Setaro, Acting Director of Finance/Comptroller

D. Minahan, Director of Public Works

W. Platz, Purchasing Agent

RMP:i

CCWAVBPD



33

CITY OF DANBURY
DANBURY, CONNECTICUT 06810

DEPARTMENT OF PUBLIC BUILDINGS
(203) 797-4584

RICHARD M. PALANZO
SUPERINTENDENT

October 25, 1988

TO: Joseph H. Sauer, Jr. Mayor City of Danbury
D. Minahan, Director of Public Works

FROM: Richard M. Palanzo, Superintendent *RMP*

SUBJ: Emergency Heating Problem at Danbury Police Department

I am requesting your assistance that the following item be placed on the Council Agenda for the November Common Council Meeting: Waiving of Bids to Replace Heating System at Police Department City of Danbury. As you may, or may not be aware, when we were testing the fuel oil storage tanks, the top of the tank at the Police Station was punctured and therefore, renders it unrefillable and in need of replacement.

After examining many systems and alternatives we have found that heating the Police Station with natural gas is most desirable and cost effective system, would reduce the need for an underground fuel oil storage tank and provide better heat for the building.

The funds for this are already contained in my Capital Budget. I hereby request your assistance in the Waiving of Bid and Award to the Yankee Service Company, (Quotation attached). It is important that we move on this quickly as the tank can not be refilled and alternatives to this solution would prove to be a very big security problem as well as a costly one.

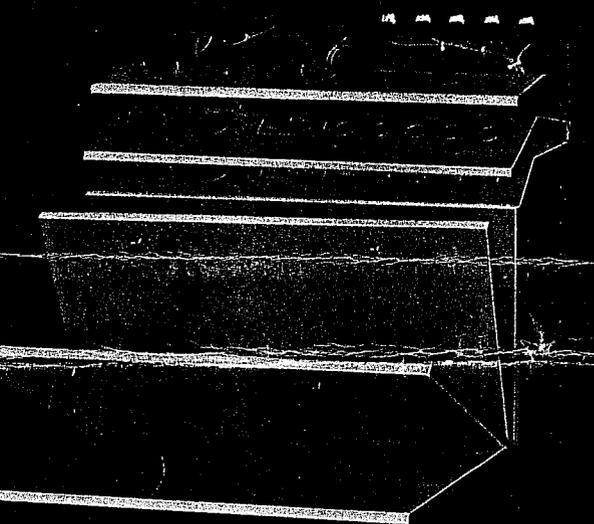
I appreciate your concern and help. Should you require any additional information please do not hesitate to contact me. Because of the season, time is of the essence.

ENC.

RMP:i

HETPROPD

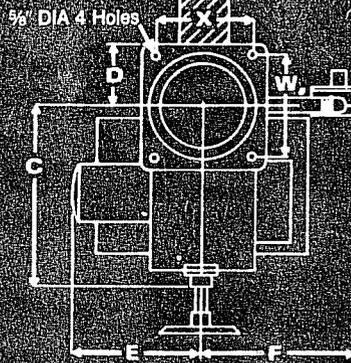
TOTAL ACCESS PANEL



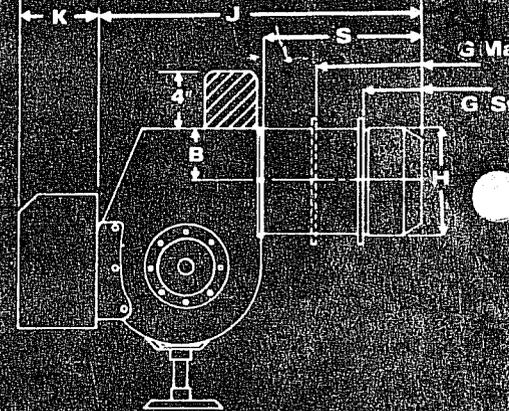
Removing front panel and top panel gives total access to all mounted components.

patented

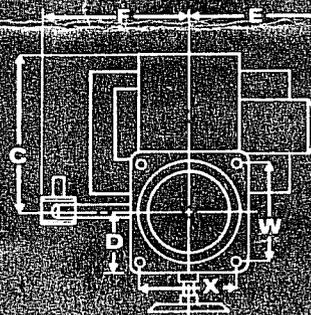
MODEL C CONFIGURATION



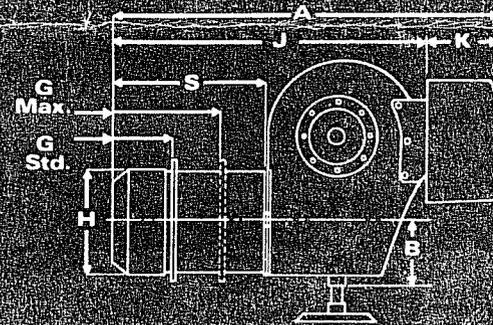
NOTE: Add 1/2" to "H" for size of opening in boiler front plate.



MODEL CR CONFIGURATION



NOTE: Add 1/2" to "H" for size of opening in boiler front plate.



DIMENSIONS (inches) Standard Models.

Model	A	B	C	D	E	**F	G. Std.	G Max*	H	J	K	S	W	X	Min. Dim. Firing Tube To Chamber Floor
C1	34	3 ¹³ / ₁₆	14 ¹ / ₂	4 ⁵ / ₈	12 ¹ / ₄	17	3 ¹ / ₄	4 ³ / ₄	7 ¹ / ₄	24	10	12 ¹ / ₄	7 ¹ / ₄	7 ¹ / ₄	7
C2	40	4 ¹ / ₂	13 ¹ / ₂	5 ¹ / ₄	14	20	4	6 ³ / ₄	8 ³ / ₄	30	10	13 ¹ / ₄	8 ¹ / ₂	8 ¹ / ₂	8
C3	44	5 ¹ / ₄	15 ¹ / ₂	6	20 ¹ / ₂	21 ³ / ₄	4 ¹ / ₂	8	10 ¹ / ₈	34	10	15 ¹ / ₂	10	10	13
C4	50	6 ¹ / ₄	17 ³ / ₄	7	18 ¹ / ₂	22	6	9	12 ¹ / ₈	40	10	19	12	12	18
C5	50	6 ¹ / ₄	17 ³ / ₄	7	18 ¹ / ₂	22	6	9	12 ¹ / ₈	40	10	19	12	12	20

* This dimension may be increased. Consult factory.

** This dimension depicts space required to accommodate standard gas train.

RATINGS & SPECIFICATIONS

CAPACITY		Nominal Boiler H.P. (Maximum)	Burner Model Number	Blower Motor H.P. (3450 RPM)	Standard Gas Train Size (Inches)	Gas Pressure* Required (Inches W.C.)
Minimum	Natural Gas MBH Maximum					
300	980	23.5	C1-G-10	1/3	1	5.5
300	1330	30.0	C1-G-12	1/3	1 1/4	4.5
750	2100	50.0	C2-G-15	1/2	1 1/2	6.8
750	2500	60.0	C2-G-20A	3/4	2	6.0
750	3080	73.5	C2-G-20B	3/4	2	7.0
900	3650	87.0	C3-G-20	1 1/2	2	6.0
900	4718	110.0	C3-G-25	1 1/2	2 1/2	6.4
1750	5250	125.0	C3-G-25B	3	2 1/2	8.3
1600	6300	150.0	C4-G-25	3	2 1/2	9.9
2500	7840	190.0	C4-G-30	5	3	14.0
2500	12600	300.0	C5-G-30	7 1/2	3	25.0

NOTE: 1 Capacities listed are based on 0.06" W.C. overfire draft, decrease capacities approximately 10% for 0.5" W.C. positive chamber pressure except C3-G-25B which can fire 125 BHP at +0.75" W.C.

2 At inlet to main manual shutoff cock to obtain PF certified rating with standard U.L. gas train. Optional gas trains available for other applications.

Power Flame Incorporated

2001 South 21st Street, Parsons, Kansas 67357

316-421-0480, Telex 62903462

Controlled energy for commerce and industry.



20

(b) The right of supervision over the location of the construction work and inspection of the FACILITIES from time to time thereafter by Railroad, shall extend for an appropriate distance on each side of the property of Railroad as the method of construction and materials used may have an important bearing upon the strength and stability of the FACILITIES over, under, upon, or in the property of Railroad.

6. Licensee shall comply with all Federal, State and local laws, and assume all cost and expense and responsibility in connection therewith, without any liability whatsoever on the part of Railroad.

7. (a) It is understood between the parties hereto that the operations of Railroad at or near said FACILITIES involve some risk, and Licensee as part of the consideration for this license hereby releases and waives any right to ask for or demand damages for or account of loss of or injury to the FACILITIES (and contents thereof) of Licensee that are over, under, upon, or in the property and facilities of Railroad including the loss of or interference with service or use thereof and whether attributable to the fault, failure or negligence of Railroad or otherwise.

(b) And Licensee also covenants and agrees to and shall at all times indemnify, protect and save harmless Railroad from and against all cost or expense resulting from any and all losses, damages, detriments, suits, claims, demands, costs and charges which the said Railroad may directly or indirectly suffer, sustain or be subjected to by reason or on account of the construction, placement, attachment, presence, use, maintenance, repair, alteration, renewal, relocation or removal of said FACILITIES in, on, about or from the premises of Railroad whether such losses and damages be suffered or sustained by Railroad directly or by its employees, patrons, or licensees, or be suffered or sustained by other persons or corporations, including Licensee, its employees and agents who may seek to hold Railroad liable therefor, and whether attributable to the fault, failure or negligence of Railroad or otherwise, except when proved by Licensee to be due directly to the sole negligence of Railroad.

38

Yankee Service Co.

COMPLETE HEATING SYSTEM SERVICE

Supt. Public Buildings
Building #5
Public Works Complex
Newtown Road
Danbury, Conn.

Sept. 12, 1988

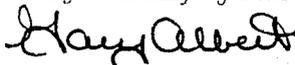
att: Mr Rick Palanzo

Dear Rick,

Thank you for asking us to bid on a replacement burner for the Danbury Police Department. The burner that we would install will be a Power Flame model CR2-G-15 gas burner, standard UL gas train and controls low/high/off, auxiliary gas valve, 115 volt, burner mounted control cabinet. The burner will fire 1526 MBH into the present HB Smith 3500-6 boiler. The installation would include new operating and limit controls, all wiring and piping to make the burner function correctly. I have checked with CL&P and they have said that the present gas service would handle the additional needed for this burner. The lead time needed for this burner would be 4 weeks. The price for this project, including the burner, all material, wiring, piping, startup and one years service from date of startup shall be, five thousand three hundred and seventy dollars, (\$5370.00). Payment shall be net 30 days.

If you should have any questions on the above please feel free to call on me.

Very truly yours,



Gary Albert
Yankee Service Co.

RECEIVED

SEP 16 1988

PUBLIC BUILDINGS



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

ROBERT T. RESHA
CORPORATION COUNSEL

ERIC L. GOTTSCHALK
LASZLO L. PINTER
JOHN JOWDY
GEORGE S. SAKELLARES
ASSISTANT CORPORATION
COUNSEL

PLEASE REPLY TO:

DANBURY, CT 06810

October 18, 1988

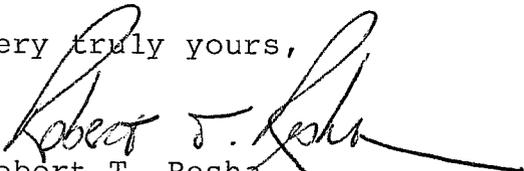
Hon. Joseph H. Sauer, Jr., Mayor
Hon. Members of the Common Council
City of Danbury
Connecticut

Re: George Garcia vs. City of Danbury

Dear Mayor and Council Members:

The Corporation Counsel Office has been put on notice that legal proceedings will begin shortly in the Garcia case. As we anticipated and advised, we expect this to be major litigation with regard to expertise and time investment. I would, therefore, appreciate your permission to refer this case to outside counsel. Thank you for your consideration in this regard.

Very truly yours,


Robert T. Resha
Corporation Counsel

RTR:cr



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

ROBERT T. RESHA
CORPORATION COUNSEL

ERIC L. GOTTSCHALK
LASZLO L. PINTER
JOHN JOWDY
GEORGE S. SAKELLARES
ASSISTANT CORPORATION
COUNSEL

PLEASE REPLY TO:

October 17, 1988

DANBURY, CT 06810

Hon. Joseph H. Sauer, Jr.
Hon. Members of the Common Council
City of Danbury
Connecticut

Re: Capitola Road

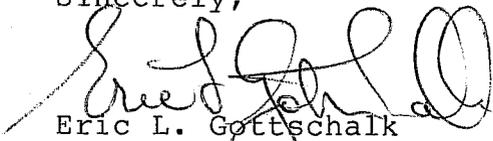
Dear Mayor and Council Members:

Please accept the following in clarification of my memo of May 9, 1988 to Council President James Nimmons in connection with the above. It is sent in response to a request for further information from the Committee chaired by Councilman Connell.

Please find enclosed a portion of a provocative article from the Connecticut Bar Journal concerning roads, the acceptance of which have been implied from the conduct of a municipality or the public at large. I have also taken the liberty of enclosing the decisions in three cases which I hope will set the parameters for future discussions.

While no one can guarantee what the outcome would be were a court to decide the issue, these cases suggest the kinds of inquiries that a judge would undertake in reaching a conclusion. Hopefully, they will be of assistance to you in understanding the present status of Capitola Road.

Sincerely,


Eric L. Gottschalk
Assistant Corporation Counsel

ELG:cr

Attachments

ics' liens operated to deprive the defendants of their property without due process of law in that no provision was made whereby property owners had an opportunity to be heard at a meaningful time and in a meaningful manner.

In our view, the reasoning of *Roundhouse* applies with greater or equal force to the statutory scheme governing lis pendens. While it is fundamental that property cannot be seized without procedural due process, the difficult question is what quantum of interference with one's property rights is required before a "seizure" for constitutional purposes can be said to have taken place.

Clearly the placing of a notice of lis pendens on the land records does not deprive the property owner of his right to occupy and use the land in question. Just as clearly, however, a notice of lis pendens does interfere with an owner's right to sell or mortgage his real estate. We therefore conclude that the effect of a notice of lis pendens sufficiently interferes with the alienability of real estate to require this court to determine whether the statutes in question afford property owners that minimum of due process which is constitutionally required.

[6, 7] The opportunity to be heard at a meaningful time and in a meaningful manner is constitutionally required to meet currently accepted standards of procedural due process in the area of property rights. See, e. g., *Fuentes v. Shevin*, 407 U.S. 67, 92 S.Ct. 1983, 32 L.Ed.2d 556 (1972), rehearing denied, 409 U.S. 902, 93 S.Ct. 177, 34 L.Ed.2d 165 (1972); *Lynch v. Household Finance Corporation*, 405 U.S. 538, 92 S.Ct. 1113, 31 L.Ed.2d 424 (1972), rehearing denied, 406 U.S. 911, 92 S.Ct. 1611, 31 L.Ed.2d 822 (1972); *Sniadach v. Family Finance Corporation*, 395 U.S. 337, 89 S.Ct. 1820, 23 L.Ed.2d 349 (1969); *Mitchell v. W. T. Grant Co.*, 416 U.S. 600, 94 S.Ct. 1895, 40 L.Ed.2d 406 (1974); *North Georgia Finishing, Inc. v. Di-Chem, Inc.*, 419 U.S. 601, 95 S.Ct. 719, 42 L.Ed.2d 751 (1975). While it is true that a flexible test for determining the existence of due process is used, and that a prior hearing is not constitutionally mandated in

every case, the Connecticut lis pendens statutes fail to provide even the barest minimum of due process protection. Most conspicuously absent is any provision whatsoever for any sort of a timely hearing, either before or after the recording of the notice of lis pendens, which would give the property owner an opportunity to be heard or require the party recording the notice to demonstrate in any way the probability of prevailing on the underlying action. The statutes allow the notice of lis pendens to continue indefinitely without any further action on the part of the party recording it, during which time the property owner is without recourse to the courts to contest the merits of the underlying claim.

We must therefore conclude that the absence of a statutory provision for a hearing for the defendant property owner "at a meaningful time and in a meaningful manner"; *Armstrong v. Manzo*, 380 U.S. 545, 552, 85 S.Ct. 1187, 1191, 14 L.Ed.2d 62 (1965); deprived him of his constitutional right to due process of law. We, accordingly, find no error in the order of the court in dissolving the lis pendens.

There is no error.

In this opinion the other Judges concurred.



180 Conn. 435

A & H CORPORATION et al.

v.

CITY OF BRIDGEPORT.

Supreme Court of Connecticut.

Argued Feb. 14, 1980.

Decided April 29, 1980.

Plaintiffs as citizens of state brought action to compel city to pave and properly

maintain a certain road as a public highway in that city. The Court of Common Pleas, Fairfield County, Nigro, J., entered judgment for city and plaintiffs appealed. The Supreme Court, Arthur H. Healey, J., held that: (1) existence of houses along and open and continuous use by public of paved portion of road and absence of evidence of private control of that portion created presumption of intent to dedicate paved portion by operation of law; (2) facts were insufficient to support conclusion that unpaved portion of road had been dedicated; (3) where public had continued use of paved portion for at least five years and street was not only common convenience to residents of homes alongside it and their guests but also necessary access route to those homes and where municipality had repaired and maintained and removed snow from paved portion and exempted it from property taxation, there was acceptance of dedication of paved portion as matter of law; and (4) where there was no evidence that paved portion, which was public highway, was in need of any repair or improvement, plaintiffs were not entitled to relief under statute empowering courts to order town to repair highway within town.

No error.

1. Dedication ⇌ 15, 31

The two elements essential to valid dedication are manifested intent by owner to dedicate land involved for use of public and acceptance by proper authorities or by general public.

2. Dedication ⇌ 15, 37

Under common-law principles of dedication, intention to dedicate way to public use may be implied from acts and conduct of owner, and public acceptance may be shown by proof of actual use of way of public.

3. Dedication ⇌ 35(1)

Acceptance by municipality of way which owner intends to dedicate to public use may be accomplished through formal proceedings or by implication, through its conduct.

4. Dedication ⇌ 15

Implied dedication may arise by operation of law where conduct of property owner unequivocally manifests his intention to devote his property to public use.

5. Dedication ⇌ 41, 45

No presumption of intent to dedicate arises unless it is clearly shown by owner's act and declarations, only reasonable explanation of which is that dedication was intended; absent such unequivocal conduct, existence of intent to dedicate is question of fact.

6. Dedication ⇌ 41, 44

Existence of homes along paved portion of road in question, open and continuous use by public of that portion and absence of evidence of private control of that portion gave rise to presumption of intent to dedicate paved portion of road; however, facts were insufficient to support conclusion that unpaved portion of road in question had been dedicated.

7. Dedication ⇌ 35(1), 37

Common-law acceptance of property dedicated to public for public way may be established by public's actual use of property or by actions of municipality.

8. Dedication ⇌ 37

To constitute acceptance of dedication, public's use of property must continue over significant period of time and be of such character as to justify conclusion that way is of common convenience and necessity.

9. Dedication ⇌ 35(3)

Municipal actions that may constitute acceptance of dedication of street to public use include grading, paving, maintaining, improving and removing snow from street; street's exemption from taxation may also be significant.

10. Dedication ⇌ 45

Where public had continued use of paved portion of road in question for at least five years and street was not only common convenience to residents of homes alongside it and their guests but also neces-

sary access route to those homes and where municipality had repaired and maintained paved road, removed snow from it and exempted it from property taxation, there was acceptance of dedication of paved portion of road in question as matter of law.

11. Dedication ⇐45

Where undeveloped portion of road was devoid of public use and municipal improvement, it could not be said as matter of law that there was acceptance of any dedication of such portion.

12. Dedication ⇐35(1)

There can be no acceptance by municipality where there has been no dedication.

13. Appeal and Error ⇐1071.1(5)

Where there was no evidence that portion of road which was public highway was in need of any repair or improvement, citizens seeking to compel city to pave and properly maintain that road as public highway were not entitled to relief under statute empowering court to order town to repair highway within town; thus, error in concluding that there was no dedication or acceptance of paved portion of road did not affect disposition of case and was harmless. C.G.S.A. §13a-103.

14. Appeal and Error ⇐854(2)

Trial court's judgment will be affirmed, though based on erroneous grounds, if same result is required by law.

Mary E. Sommer, Bridgeport, for appellants (plaintiffs).

I. General Statutes § 13a-103 provides in relevant part: "Whenever any town fails to keep any highway within such town in good and sufficient repair or whenever the selectmen of any town fail to remove or cause to be removed any encroachments upon any highway in such town or to make such alterations or improvements therein as may be required by common convenience or necessity, the superior court for the judicial district in which such highway is located, upon the written complaint of six or more citizens of this state under oath, after due inquiry made by it, shall appoint a time and place when and where all persons interested may appear and be heard upon the propriety of such repairs, or of the removal of such encroachments, or of the making of such alterations and improvements, and shall give notice

Thomas W. Bucci, Bridgeport, with whom was Jack Samowitz, Bridgeport, for appellee (defendant).

Before COTTER, C. J., and LOISELLE, BOGDANSKI, PETERS and HEALEY, JJ.

ARTHUR H. HEALEY, Associate Justice.

The six individual plaintiffs, as citizens of this state, brought this action, pursuant to General Statutes § 13a-103,¹ seeking to have the court order the defendant city of Bridgeport to pave and maintain properly Serpentine Road as a public highway in that city. The trial court found that Serpentine road was not a public highway and therefore, denied the relief sought under § 13a-103. From the judgment rendered, the plaintiffs have appealed to this court.

The trial court based its decision on the following relevant facts: According to the map placed in evidence by the plaintiffs, Serpentine Road runs between the intersection of Anton Drive and Oxbridge Road and the terminus of Palmetto Road. Only approximately 300 feet of this road, from the intersection of Anton Drive and Oxbridge road, is paved, however. The pavement ends abruptly and is followed by ground in its natural state, not staked or worn by traverse or otherwise distinguishable from the natural area adjoining it. The map discloses that from the paved portion, "Serpentine Road" exists only as a right of way

thereof to the first selectman of such town and to the person or persons maintaining such encroachments by causing a true and attested copy of such complaint If the court finds that such highway should be repaired or that such encroachments should be removed or that such alterations and improvements should be made, it shall order the selectmen of such town to cause such highway to be repaired and such encroachments to be removed and such alterations and improvements to be made, and shall prescribe the manner and extent of such repairs and of the removal of such encroachments and of the making of such alterations and improvements and the time within which the work shall be done, and may, for reasonable cause, extend such time."

for approximately 550 feet. There are four homes located on four lots adjacent to the paved portion of the road. The president of the plaintiff corporation saw, on one occasion some years ago, city equipment oil and sand the paved portion of the road, and he has also observed city equipment plowing the paved portion during the winter months. Private cars and delivery and service vehicles use the paved portion of Serpentine Road. A storm drain was installed on the undeveloped portion of Serpentine Road immediately adjacent to Palmetto Road for the purpose of draining water running off Palmetto Road to a nearby brook. An easement was acquired by the city to install this storm drain. The city of Bridgeport has not assessed property taxes upon the property known as Serpentine Road.

On appeal the plaintiffs claim that the trial court erred: (1) in ruling that the plaintiffs were not entitled to maintain an action under General Statutes § 13a-103 because they did not own property abutting the street in question; (2) in ruling that the plaintiffs were not entitled to relief under § 13a-103 because Serpentine Road had not been formally accepted by the defendant city; and (3) in failing to conclude that common-law principles of dedication as applied to the facts of this case established, as a matter of law, that Serpentine Road is a public highway.

The first two claims merit little discussion. It is clear from the record that the trial court did not, as the plaintiffs claim, deny the relief requested in their complaint on the ground that they were not owners of property abutting the street in question. The court denied the relief sought on the basis of its conclusion that Serpentine Road is not a public highway as required by § 13a-103. Likewise, the plaintiffs' claim that the trial court committed error in ruling that they were not entitled to relief under § 13a-103 because Serpentine Road had not been formally accepted by the city is without merit. The court did not so rule. Although the court acknowledged that there was no evidence that Serpentine Road "had ever been formally dedicated [or] for-

mally accepted by the City of Bridgeport," a fact which the parties agreed was not in issue, the court then considered the plaintiffs' claim that the city had "accepted Serpentine road as a city road by implication from its acts and from usage by the general public." The trial court's memorandum of decision clearly discloses that the court recognized that this claim invoked the common-law principles of dedication of highways and it applied those principles to the evidence in concluding that the plaintiffs were not entitled to relief under § 13a-103.

[1-3] We now turn to the plaintiffs' claim that the court was required, as a matter of law, to conclude on the facts of this case that this road was a public highway. "Dedication is an appropriation of land to some public use, made by the owner of the fee, and accepted for such use by and in behalf of the public." *Whippoorwill Crest Co. v. Stratford*, 145 Conn. 268, 271, 141 A.2d 241, 243 (1958); see *Crescent Beach Ass'n v. East Lyme*, 170 Conn. 66, 71 363 A.2d 1045 (1976); *Wamphassuc Point Property Owners Ass'n v. Public Utilities Commission*, 154 Conn. 674, 680-81, 228 A.2d 513 (1967); 23 Am.Jur.2d, Dedication § 1. As we recently said in *Meshberg v. Bridgeport City Trust Co.*, 180 Conn. 274, 279, 429 A.2d 865 (1980), "two elements are essential to a valid dedication: (1) a manifested intent by the owner to dedicate the land involved for the use of the public; and (2) an acceptance by the proper authorities or by the general public." See *DiCioccio v. Wethersfeild*, 146 Conn. 474, 479, 152 A.2d 308 (1959); *Johnson v. Watertown*, 131 Conn. 84, 89, 38 A.2d 1 (1944). Under common-law principles of dedication, "the intention to dedicate the way to public use may be implied from the acts and conduct of the owner, and public acceptance may be shown by proof of the actual use of the way by the public." *Wamphassuc Point Property Owners Ass'n v. Public Utilities Commission*, supra, 154 Conn. 681, 228 A.2d 517. Similarly, acceptance by the municipality may be accomplished through formal proceedings; see General Statutes § 13a-48; or, by implication, through its conduct.

Cite as, Conn., 430 A.2d 25

Meshberg v. Bridgeport City Trust Co., supra, 180 Conn. at 282, 429 A.2d 865; *DiCioccio v. Wethersfield*, supra, 146 Conn. 479, 152 A.2d 308; 11 McQuillin, Municipal Corporations (3d Ed. Rev.) § 33.48.

Because it is conceded that Serpentine Road was neither expressly dedicated to a public use nor formally accepted for that use by the municipality, we must determine whether the court was justified in concluding that Serpentine Road is not a public highway based upon the common-law principle of implied dedication and acceptance.

DEDICATION

[4, 5] An implied dedication may arise by operation of law where the conduct of a property owner unequivocally manifests his intention to devote his property to a public use; but no presumption of an intent to dedicate arises unless it is clearly shown by the owner's acts and declarations, the only reasonable explanation of which is that a dedication was intended. *Mihalczo v. Woodmont*, 175 Conn. 535, 542, 400 A.2d 270 (1978); see *LaChappelle v. Jewett City*, 121 Conn. 381, 386, 185 A.175 (1936); 11 McQuillin, Municipal Corporations (3d Ed. Rev.) § 33.37. Absent such unequivocal conduct, the existence of an intent to dedicate is a question of fact. *Lynch v. West Hartford*, 167 Conn. 67, 78, 355 A.2d 42 (1974); *Whippoorwill Crest Co. v. Stratford*, supra, 145 Conn. 272, 141 A.2d 241.

[6] From the facts contained in the court's decision, it is clear that a presumption of intent to dedicate arose with respect to that portion of Serpentine Road that is paved. The existence of homes along the paved road, the open and continuous use by the public of that portion of Serpentine Road, and the absence of evidence of private control of the road supports but one conclusion: the intention to dedicate that portion of Serpentine Road arises by operation of law. See *Mihalczo v. Woodmont*, supra, 175 Conn. 542; 400 A.2d 270; McQuillin, op.cit. §§ 33.30, 33.31, 33.37. The trial court, therefore, erred in its conclusion that no dedication had been proved with regard to the paved portion of Serpentine

Road. There is an absence of facts sufficient to support a conclusion that the unpaved portion of Serpentine Road had been dedicated and the trial court's conclusion on that point will not be disturbed.

ACCEPTANCE

[7-9] As we pointed out in *Meshberg v. Bridgeport City Trust Co.*, supra, common-law acceptance of property dedicated to the public for a public way may be established by the public's actual use of the property or by the actions of the municipality. *Id.* The plaintiffs' claim requires us to determine whether, as a matter of law, acceptance was established from the facts relied upon by the trial court. The public's use of the property "must continue over a significant period of time; 11 McQuillin, Municipal Corporations (3d Ed.Rev.) § 33.50; and be of such a character as to justify a conclusion that the way is 'of common convenience and necessity.'" *Meshberg v. Bridgeport City Trust Co.*, supra, 180 Conn. at 282, 429 A.2d 865; see *Kenneson v. Bridgeport*, 130 Conn. 298, 300-301, 33 A.2d 313 (1943). The municipal actions that may constitute acceptance include grading, paving, maintaining and improving a street, as well as removing snow from it; the street's exemption from taxation may also be significant. *Meshberg v. Bridgeport City Trust Co.*, supra; see 23 Am.Jur.2d, Dedication § 78.

[10, 11] The combination of facts supporting common-law acceptance by the public and the municipality are so compelling with respect to the paved portion of Serpentine Road that we conclude that acceptance of that portion has been established as a matter of law. The public's continued use of this road for at least five years, coupled with the fact that the street is not only of common convenience to the residents of the homes alongside it and to their guests, but a necessary access route to those homes, require a conclusion that the public has accepted the street by actual use. Moreover, the municipality's action to repair and maintain the paved road, remove snow from it, and exempt it from property taxation buttresses our conclusion of acceptance.

Once again, the same cannot be said with reference to the undeveloped portion of Serpentine Road, which is devoid of public use and municipal improvement.

[12] We are not in this case faced with the proposition that acceptance of part of a street by the municipality for a public use constitutes constructive acceptance of the entire street; see *Johnson v. Watertown*, 131 Conn. 84, 90-92, 38 A.2d 1 (1944); *Hall v. Meriden*, 48 Conn. 416, 429-31 (1880); *Derby v. Alling*, 40 Conn. 410, 435 (1873); because, as we have indicated, there was no basis for a conclusion that the undeveloped portion of Serpentine Road was ever expressly or impliedly dedicated to a public use. There can be no acceptance by a municipality where there has been no dedication. Moreover, where implied acceptance is concerned, we have said that "if the actions of the public, or of municipal officers for that matter, 'are such as to show an intention to accept all rather than a part they will be construed as having that effect, but . . . acceptance of a part is not necessarily an acceptance of all.'" *Meshberg v. Bridgeport City Trust Co.*, supra, 180 Conn. at 282, 429 A.2d 865, quoting 11 McQuillin, *Municipal Corporations* (3d Ed.Rev.) § 33-57. Therefore, even if an intention to dedicate the undeveloped portion of Serpentine Road could be presumed, the actions of the municipality and the public clearly evince an intention only to accept the paved portion of that road. Cf. *Johnson v. Watertown*, supra, 131 Conn. 91, 38 A.2d 1.

[13, 14] The trial court erred in its conclusion that there was no dedication or acceptance of the paved portion of Serpentine Road. That error is harmless, however, as it does not affect the disposition of the case. The plaintiffs sought to have the trial court order the defendant city to maintain and improve a public highway pursuant to General Statutes § 13a-103. The trial court correctly concluded that the unimproved portion of Serpentine Road is not a public highway. Hence, no municipal duty arises

1. Since July 1, 1978, the Court of Common Pleas has been merged with the Superior Court.

with respect to it. *Waterford v. Cone*, 148 Conn. 113, 114, 167 A.2d 865 (1961). Although the trial court incorrectly concluded that the paved portion of Serpentine Road is not a public highway, there was no evidence that the paved portion of the road is in need of repair or improvement of any kind. The president of the plaintiff corporation so testified. Thus, the plaintiffs were not entitled to relief under General Statutes § 13a-103. The trial court's judgment will be affirmed, though based on erroneous grounds, if the same result is required by law. *Reinke v. Greenwich Hospital Ass'n*, 175 Conn. 24, 29-30, 392 A.2d 966 (1978); *Morris v. Costa*, 174 Conn. 592, 597-98, 392 A.2d 468 (1978); *Maltbie*, Conn. App.Proc. § 36.

There is no error.

In this opinion the other Judges concurred.



37 Conn.Sup. 596

UNIGARD INSURANCE COMPANY

v.

J. Paul TREMONT et al.

No. 1020.

Superior Court of Connecticut,
Appellate Session.

Argued Oct. 15, 1980.

Decided Feb. 20, 1981.

Insurer brought action to recover damages from insured and her attorney for basic reparations benefits paid. The Court of Common Pleas,¹ New Haven County, Levine, J., entered judgment for insurer as

which he had made claim. The defendant's policy excepted risks which were covered by any other insurance. Even if this had not been so, the plaintiff could not, in this action, enforce any claim against the defendant's insurance company, since it was not a party. Furthermore, the plaintiff's contention in this respect, as well as other claims of law pressed in his brief and in argument, cannot be considered because it does not appear that they were clearly raised at the trial as required by the rule. Practice Book, § 154; *Zavisza v. Hastings*, 143 Conn. 40, 44, 118 A.2d 902. The plaintiff conceded in argument in this court that they were not submitted to the trial court in writing until after the memorandum of decision had been filed.

There is no error.



145 Conn. 268

The WHIPPOORWILL CREST COMPANY

v.

TOWN OF STRATFORD.

Supreme Court of Errors of Connecticut.

April 22, 1958.

Action tried to court for injunction restraining the town from trespassing upon subdivider's property and for order that town release and discharge sewer assessment lien. The Court of Common Pleas, Fairfield County, LaMacchia, J., rendered judgment for town and subdivider appealed. The Supreme Court of Errors, Daly, J., held that where town council approved and accepted as and for a public highway a portion of one of streets shown on subdivider's map, and in each of subdivider's deeds to purchasers of lots shown on map, the lot number of premises and proposed adjoining street or streets were referred to as being as shown on map, even though

portion of street on which subdivider still owned two lots had not been used as street and was covered with vegetation, subdivider dedicated portion to public use, city's adoption of resolution ordering construction of sewers in such portion and the construction of sewers evidenced acceptance of street, and sewer assessment lien filed against subdivider's lots was valid.

No error.

1. Dedication ⇨1

"Dedication" is an appropriation of land to some public use, made by owner of fee, and accepted for such use by and in behalf of public.

See publication *Words and Phrases*, for other judicial constructions and definitions of "Dedication".

2. Dedication ⇨16(1), 17

No particular formality is required in order to dedicate land to a public use, and dedication may be express, as where intention to dedicate is manifested by an explicit oral or written declaration or deed of owner, or it may be implied from acts and conduct of owner of land.

3. Dedication ⇨39

An implied dedication, that is, a dedication arising by operation of law from conduct of owner of property, rests upon broad common-law doctrine of equitable estoppel.

4. Dedication ⇨45

Whether there has been a dedication of land to public use is a question of fact.

5. Dedication ⇨35(1), 45

Determination of extent to which there has been an acceptance of a street by municipality involves a question of fact, and neither original construction nor subsequent repair of street possesses binding force as creating an acceptance, but acceptance may be shown in other ways.

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6. Dedication \Leftrightarrow 35(3)

Evidence of acceptance of street by municipality is found in affirmative act of taking possession of street for purpose of placing sewers therein.

7. Dedication \Leftrightarrow 35(3)Municipal Corporations \Leftrightarrow 519(1)

Where town council approved and accepted as and for a public highway a portion of one of streets shown on subdivider's map, and in each of subdivider's deeds to purchasers of lots shown on map the lot number of premises and proposed adjoining street or streets were referred to as being as shown on map, even though portion of street on which subdivider still owned two lots had not been used as street and was covered with vegetation, subdivider dedicated portion of street to public use, city's adoption of resolution ordering construction of sewers in such portion and the construction of sewers evidenced acceptance of street, and sewer assessment lien filed against subdivider's lots was valid.

Isadore Chaplowe, Stratford, for appellant (plaintiff).

Raymond W. Ganim, Bridgeport, for appellee (defendant).

Before WYNNE, C. J., and BALDWIN, DALY, KING and MURPHY, JJ., concurring.

DALY, Associate Justice.

The plaintiff sought an injunction, an order that the defendant release and discharge a sewer assessment lien, and other relief. The court rendered judgment for the defendant, and the plaintiff has appealed.

The plaintiff asks to have certain facts added to the finding. The additions sought would not directly affect the ultimate facts upon which the judgment depends. As no useful purpose would, therefore, be served

by making these corrections, they are not made. *Antenucci v. Hartford Roman Catholic Diocesan Corp.*, 142 Conn. 349, 357, 114 A.2d 216.

The court found the following facts: On January 8, 1947, the Stratford town planning board approved a subdivision map of the plaintiff's land showing the proposed layout of ninety-one lots and six streets. The map was recorded in the town clerk's office. The plaintiff sold the majority of the lots in the development but still owns Nos. 56 and 75. On December 13, 1948, the town council approved and accepted as and for a public highway the portion of Robin Lane, one of the streets shown on the map, which extends northerly from Whippoorwill Lane for a distance of 245 feet. This portion had been constructed in accordance with an ordinance adopted July 14, 1947, which provided for the acceptance of streets, boulevards or highways in the town. Lots Nos. 56 and 75 border on Robin Lane north of the portion which was accepted by the council. In compliance with provisions of the town charter relating to the acceptance and construction of streets and public ways, the ordinance committee of the council gave the plaintiff and other interested parties notice of a public hearing which was held by the committee on June 2, 1952, for the purpose of hearing persons who favored, and those who opposed, the construction of sanitary sewers in certain streets and rights of way, including the portion of Robin Lane on which lots Nos. 56 and 75 bordered. The council, acting on the recommendation of the committee, unanimously adopted, on June 9, 1952, a resolution ordering the construction of sewers in the streets and rights of way which were specified in the notice. The construction of the sewers was completed on January 19, 1953. In each of the deeds executed by the plaintiff to a purchaser of land shown on the subdivision map, the lot number of the premises and the proposed adjoining street or streets had been referred to "as shown on said map." The portion of Robin Lane in which the sewers were

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constructed is covered with vegetation. It had not been used as a street until the sewers were installed, when a so-called contractor's road was constructed.

of taking possession thereof for the purpose of placing sewers therein. Consumers Co. v. City of Chicago, 268 Ill. 113, 132, 108 N.E. 1017. On the facts, the court did not err in reaching its conclusions.

The court concluded that the plaintiff, by its acts and conduct, had manifested its intention to, and did, dedicate to the public use the portion of Robin Lane on which lots Nos. 56 and 75 were located; that the adoption of the resolution by the council on June 9, 1952, and the expenditure of public funds in constructing the sewers evidenced the acceptance of that portion of the street; and that a sewer assessment lien filed by the defendant on lots Nos. 56 and 75 was valid. The plaintiff claims that the court erred in reaching these conclusions.

There is no error.

In this opinion the other Judges concurred.



John MIHALEY

v.

Gordon EDWARDS.

Supreme Court of Errors of Connecticut.

April 22, 1958.

[1-7] Dedication is an appropriation of land to some public use, made by the owner of the fee, and accepted for such use by and in behalf of the public. No particular formality is required in order to dedicate land to a public use. A dedication may be express, as where the intention to dedicate is expressly manifested by an explicit oral or written declaration or deed of the owner, or it may be implied from acts and conduct of the owner of the land from which the law will imply such an intent. An implied dedication, that is, arising by operation of law from the conduct of the owner of the property, rests upon the broad common-law doctrine of equitable estoppel. Town of Kent v. Pratt, 73 Conn. 573, 578, 48 A. 418. Whether there has been a dedication is a question of fact. Likewise, the determination of the extent to which there has been an acceptance of a street involves a question of fact. Johnson v. Town of Watertown, 131 Conn. 84, 90, 38 A.2d 1. Neither the original construction nor the subsequent repair of a street possesses "binding force as creating an acceptance, and acceptance may be shown in other ways." Phillips v. City of Stamford, 81 Conn. 408, 413, 71 A. 361, 364, 22 L.R.A., N.S., 1114. Evidence of the acceptance of a street by a municipality is found in the affirmative act

Action to recover damages for injuries alleged to have been caused by negligence of defendant brought to the Common Pleas Court in Fairfield County by transfer from the Superior Court and tried to jury before Swain, J. There was a verdict for plaintiff which the court set aside and from such decision the plaintiff appealed. The Supreme Court of Errors, Per Curiam, held that where plaintiff's automobile collided with town's ambulance and after impact collided with standing vehicle in which owner was seated behind the wheel and plaintiff sued ambulance driver only and driver set up defense of contributory negligence on part of plaintiff, and owner of standing vehicle in another action sued the plaintiff and the town and cases were tried together, and jury returned verdict for plaintiff against ambulance driver and one for owner of standing vehicle against plaintiff, setting aside verdict in plaintiff's favor on ground that verdicts were inconsistent was not an abuse of discretion.

No error.

Cite as, Conn., 429 A.2d 865

tailor itself to meet changing needs within the doctrine of *stare decisis*, which, if correctly understood, was not static and did not forever prevent the courts from reversing themselves or from applying principles of common law to new situations as the need arose. If this were not so, we must succumb to a rule that a judge should let others 'long dead and unaware of the problems of the age in which he lives, do his thinking for him.' Mr. Justice Douglas, 'Stare Decisis,' 49 *Columbia Law Review* (1949), 735, 736." (footnote omitted). *Biel-ski v. Schulze*, 16 *Wis.2d* 1, 11, 114 *N.W.2d* 105, 110 (1962).

PETERS, Associate Justice (dissenting).

I do not agree with the holding of the majority that the trial court correctly refused to charge that Reynold Burger was negligent in providing beer to David Quigley, a minor, in violation of General Statutes § 30-86.¹ Despite *Moore v. Bunk*, 154 *Conn.* 644, 647-49, 228 *A.2d* 510 (1967), I would limit the common-law rule of proximate cause stated in *Nolan v. Morelli*, 154 *Conn.* 432, 436, 226 *A.2d* 383 (1967) to cases alleging common-law negligence. I do not believe that the policy represented by legislative enactment of § 30-86 is likely to be vindicated in fact by the authority to impose criminal penalties pursuant to § 30-113.²

180 *Conn.* 274

Ella F. MESHBERG

v.

BRIDGEPORT CITY TRUST
COMPANY, Trustee et al.

Supreme Court of Connecticut.

Argued Dec. 13, 1979.

Decided April 15, 1980.

Plaintiff brought action against town and bank for judgment determining and settling title to certain land. The Superior Court, Fairfield County, Dean, J., entered judgment for defendants, and plaintiff appealed. The Supreme Court, Arthur H. Healey, J., held that where subject property was dedicated to town, town did not formally accept the property and property was never used by town as an access or otherwise, neither fact that subdivision map was filed in town clerk's office after approval by town planning commission, nor public's slight use of disputed property, nor town's decision to remove property from grand list and exempt it from taxation established that town accepted the property as a public street, since town expressly excluded disputed land from its formal acceptance of streets in the area, town never paved disputed property, and town's decision to remove property from grand list was only a recognition that no individual had beneficial ownership of the land; therefore, plaintiff was not precluded from claiming title to the disputed land by adverse possession.

Error; further proceedings.

1. Adverse Possession ⇐7(1)

Title to realty held in fee by municipality for public use cannot be acquired by adverse possession.

2. Section 30-113 provides: "Penalties. Any person convicted of a violation of any provision of this chapter, for which a specified penalty is not imposed, shall, for each offense, be fined not more than one thousand dollars or imprisoned not more than one year or both."

1. Section 30-86 provides, in relevant part: "Sales to Minors, Intoxicated Persons and Drunkards. . . . [A]ny person, except the parent or guardian of a minor, who delivers or gives any such [alcoholic] liquors to such minor, except on the order of a practicing physician, shall be subject to the penalties of section 30-113."

2. Dedication ⇐ 15, 31

Two elements are essential to a valid dedication: a manifested intent by owner to dedicate the land involved for use of the public; and an acceptance by proper authorities or by the general public.

3. Dedication ⇐ 16(1)

No particular formality is required in order to dedicate a parcel of land to a public use; dedication may be express or implied.

4. Dedication ⇐ 45

Whether there has been a dedication and whether there has been an acceptance presents questions of fact.

5. Dedication ⇐ 35(4)

If the actions of the public or of municipal officers are such as to show an intention to accept all of a dedication rather than a part of the dedication, they will be construed as having that effect; but acceptance of a part is not necessarily an acceptance of all.

6. Dedication ⇐ 37

In order to establish an acceptance of street by municipality, the use to which public puts the subject property must continue over a significant period of time and be of such a character as to justify a conclusion that the way is of common convenience and necessity.

7. Dedication ⇐ 35(3)

Where municipality grades and paves a street, maintains and improves it, removes snow from it, or installs storm or sanitary sewers, lighting, curbs or sidewalks upon it, there exists a factual basis for finding an implied acceptance of the street by municipality; such municipal acts are factors to be weighed in the ultimate factual determination of acceptance, and another factor is

1. The Bridgeport City Trust Co. had received title to a large tract of land in Trumbull which it subdivided into building lots in accordance with a map dated June 13, 1939, entitled "Parkway Village Plan 3 Woodridge Circle." The map was filed in the Trumbull town clerk's office after approval by the town planning commission. Various proposed streets appear on this map, including Judson Street, a portion of which the plaintiff claims title to by adverse

municipality's levy and collection of general and special taxes and assessments on the property.

8. Dedication ⇐ 35(5)

Where subject property was dedicated to town, town did not formally accept the property and the property was never used by town as an access or otherwise, neither fact that subdivision map was filed in town clerk's office after approval by town planning commission, nor public's slight use of disputed property, nor town's decision to remove property from grand list and exempt it from taxation established that town accepted the property as a public street, since town expressly excluded the property from its formal acceptance of streets in the area, town never paved property, and town's decision to remove property from grand list was only a recognition that no individual had beneficial ownership of the land; therefore, plaintiff was not precluded from claiming title to the property by adverse possession.

Raphael Korff, Bridgeport, for appellant (plaintiff).

Burton S. Yaffie, Bridgeport, for appellee (defendant town of Trumbull.)

Before LOISELLE, BOGDANSKI, PETERS, HEALEY and PARSKEY, JJ.

ARTHUR H. HEALEY, Associate Justice.

[1] The plaintiff brought this action, pursuant to General Statutes § 47-31, against the Bridgeport City Trust Co., Trustee (hereinafter bank) and the town of Trumbull for a judgment determining and settling the title to certain land.¹ In her

possession. Counsel for the bank appeared before the court before evidence was presented and indicated that the bank was the "legal record owner" of the disputed property; that it did not know who the beneficiary of the trust would be as it had not been able to determine or even locate the trust deed at that time; and that, because the town of Trumbull was defending on the basis that the land in question is a public street, his client had instructed him not

complaint, the plaintiff claims title to property known as Judson Street by adverse possession.² Because title to realty held in fee by a municipality for a public use cannot be acquired by adverse possession; *Goldman v. Quadrato*, 142 Conn. 398, 402-403, 114 A.2d 687 (1955); the ultimate question presented by this appeal is whether that portion of Judson Street to which the plaintiff claims title is land held by the town of Trumbull for public use as a highway. The trial court concluded that it was and, hence, that the plaintiff could not acquire title by adverse possession. The plaintiff has appealed.

The following is a summary of the relevant facts found by the trial court together with such corrections as were sought by the plaintiff and warranted.³ The defendant bank, as trustee, held title to a large tract of land in the town of Trumbull, which was subdivided into building lots in accordance with a map dated June 13, 1939, and entitled "Parkway Village Plan 3 Woodridge Circle." The map was filed in the Trumbull town clerk's office after approval by the town planning commission. (This map will hereinafter be referred to as the 1939 subdivision map.) Various proposed streets, including Judson Street, were laid out in this map. In 1945, Louis Meshberg, the plaintiff's husband, acquired title to lot 28, which borders the disputed section of Judson Street as shown on the 1939 subdivision map, and in 1957 he conveyed title to the lot to his wife, the plaintiff. That deed indicated that lot 28 was conveyed in accordance with the 1939 subdivision map. Directly across Judson Street and easterly of lot 28 is lot 29. The disputed property is that portion of Judson Street that lies be-

tween lots 28 and 29. This property is 50 feet in width and 180 feet, more or less, in length, as is the length of the plaintiff's lot 28. It is undisputed that all of the proposed streets shown on the 1939 subdivision map, with the exception of this portion of Judson Street and a portion of another street, were formally accepted by resolution of the town council and that the town paved and installed sewers in all of these streets except the two segments which included the disputed property.

By an application dated August 29, 1951, Louis Meshberg applied for and obtained a building permit to construct a house on lot 28. In 1952, he filed an application with the zoning board of appeals for a sideline waiver for that portion of the property adjacent to "Judson Street." The application was approved and a house was constructed, which the plaintiff has occupied since 1952. In 1967, the plaintiff saw some men cross "proposed Judson Place" and go into adjoining town property looking for mushrooms.⁴ Visitors in the neighborhood have gone into the "proposed Judson Place" and parked their cars there over the years. The town has exempted the portion of Judson Street in issue from its taxable grand list.

In 1965 and 1967 the town of Trumbull purchased three undeveloped properties that were contiguous to a portion of the 1939 subdivision, including the disputed portion of Judson Street. Prior and subsequent to the purchase of those properties, the town, through certain committees, considered various municipal uses of these properties, including the construction of an

to participate any further in the defense of the action. Although the bank had filed pleadings in the case, it did not participate further in the trial. The court adjudged title to be in the town of Trumbull.

2. Although the record and briefs refer at times to the property involved in this appeal as "Judson Place," the subdivision map refers to it as "Judson Street."
3. The plaintiff claims that certain material facts were admitted and undisputed by the parties

and, hence, should be added to the finding. We agree and have altered the finding accordingly.

4. The trial court also made the following finding: "The plaintiff testified that children have crossed the area known as 'proposed Judson Place' to gain access to the town property in the rear." This is an improper finding that establishes no facts and will therefore not be considered. See *Cutler v. MacDonald*, 174 Conn. 606, 614, 392 A.2d 476 (1978); *C.I.T. Corporation v. Cohen*, 117 Conn. 159, 161, 167 A. 102 (1933).

elementary school, which suggested the use of the disputed portion of Judson Street as an access way. The building of a town high school on two of these contiguous parcels was later considered in 1961.⁵ The disputed portion of Judson Street, however, was never used by the town as an access way or otherwise.

From these subordinate facts the court concluded that the property in dispute had been dedicated to the town and that the town had, by its action, accepted the property for a public use. It therefore concluded that title to the property could not be acquired by adverse possession. On appeal, the plaintiff does not dispute that the property in question was dedicated to the town by the defendant bank. She argues, however, that the facts found do not support the conclusion that the town, by its conduct or that of the public, accepted the property as a public street. We agree.

[2-4] "Dedication is an appropriation of land to some public use, made by the owner of the fee, and accepted for such use by and in behalf of the public." *Whippoorwill Crest Co. v. Stratford*, 145 Conn. 268, 271, 141 A.2d 241, 243 (1958); see *Crescent Beach Assn. v. East Lyme*, 170 Conn. 66, 71, 363 A.2d 1045 (1976); *Wamphassuc Point Property Owners Assn. v. Public Utilities Commission*, 154 Conn. 674, 680-81, 228 A.2d 513 (1967); 23 Am.Jur.2d, Dedication § 1. "Both the owner's intention to dedicate the way to public use and acceptance by the public must exist, but the intention to dedicate the way to public use may be implied from the acts and conduct of the owner, and public acceptance may be shown by proof of the actual use of the way by the public." *Wamphassuc Point Property Owners Assn. v. Public Utilities Commission*, supra, 681, 228 A.2d 517. See *Johnson v. Watertown*, 131 Conn. 84, 89, 38 A.2d 1 (1944); *LaChappelle v. Jewett City*, 121 Conn. 381, 185 A. 175 (1936); *New London v. Pequot Point Beach Co.*, 112 Conn. 340, 344, 152 A. 136 (1930). Thus, two elements

5. The site was subsequently rejected by the town because of an unsatisfactory subsurface

are essential to a valid dedication: (1) a manifested intent by the owner to dedicate the land involved for the use of the public; and (2) an acceptance by the proper authorities or by the general public. *DiCioccio v. Wethersfield*, 146 Conn. 474, 479, 152 A.2d 308 (1959). No particular formality is required in order to dedicate a parcel of land to a public use; dedication may be express or implied. *Whippoorwill Crest Co. v. Stratford*, supra, 145 Conn. 271, 141 A.2d 241. Whether there has been a dedication and whether there has been an acceptance present questions of fact. *DiCioccio v. Wethersfield*, supra, 146 Conn. 479, 152 A.2d 308; *Whippoorwill Crest Co. v. Stratford*, supra, 145 Conn. 272, 141 A.2d 241; *Phillips v. Stamford*, 81 Conn. 408, 411, 71 A. 361 (1908).

Because the defendant town did not formally accept the disputed portion of Judson Street, pursuant to General Statutes § 13a-48 or its town charter, the question presented by this appeal is whether the facts found support the conclusion that the town had by its conduct accepted that portion of Judson Street.

The intention of the defendant bank, which was the record owner, to dedicate the land in question was evidenced by its filing of the 1939 subdivision map in 1939 with the designation of "Judson Street." See 23 Am.Jur.2d, Dedication § 23. The fact that the subdivision map was filed in the Trumbull town clerk's office after approval by the town planning commission does not in itself, however, constitute an implied acceptance of the street by the town. The approval of a proposed subdivision and the acceptance of a public street are "entirely separate and distinct proceedings." *Thompson v. Portland*, 159 Conn. 107, 115, 266 A.2d 893 (1970). That this is so is confirmed by the town's decision to accept formally all of the streets shown in the subdivision map for their full length, with the exception of the portion of Judson Street in question and a portion of another

sewage disposal condition.

street.⁶ The trial court concluded, instead, that acceptance of part of the street by the town amounts to acceptance of the entire street, relying upon *Derby v. Alling*, 40 Conn. 410 (1873).

The reliance of the trial court and the town upon *Derby v. Alling*, supra, is misplaced. In *Derby v. Alling*, supra, the town of Derby passed a resolution stating that certain "streets" comprising "a paper village" would become public highways "on condition that the proprietors of said roads convey the same to the town." Id., 432. The owners of the described property thereafter executed a deed conveying their interest in the property to the town. The town immediately opened a portion of the streets thus conveyed and postponed the opening of others, of which the grantors retained possession. Thereafter, the successors in interest of the grantors sought to obtain title to the land by adverse possession. The court concluded that the deed conveying title to the property was tantamount to a dedication; id., 433; and that the town's acceptance of a portion of certain streets was, under the facts of that case, a constructive acceptance of the whole of such streets. Id., 435.

[5] That the holding in *Derby* was an exception to the general rule in this area was made clear in *Hall v. Meriden*, 48 Conn. 416 (1880). In *Hall* this court limited the holding of *Derby* to its facts, which included an irrevocable conveyance to the town, a formal anticipatory acceptance of the streets by the town, and the dedication of a network of streets comprising a paper village. Id., 429-31; see also *Johnson v. Watertown*, 131 Conn. 84, 90, 38 A.2d 1 (1944); *New London v. Pequot Point Beach Co.*, 112 Conn. 340, 344-45, 152 A. 136 (1930). In *Hall*, this court affirmed its adherence to the general rule where a street dedicated to a municipality is only partially used: "There is only one rule to apply in such a case, and that is the rule of actual use. Where the actual use stops there the acceptance stops, with only the qualification

... that such use will take in whatever may be regarded as properly incident to it." Id., 429; cf. 23 Am.Jur.2d, Dedication § 48. Stated another way, if the actions of the public, or of municipal officers for that matter, "are such as to show an intention to accept all rather than a part they will be construed as having that effect, but ... acceptance of a part is not necessarily an acceptance of all." 11 McQuillin, *Municipal Corporations* (3d Ed. Rev.) § 33.57.

[6] It is clear that the facts found could not support a conclusion that the disputed portion of Judson Street was accepted by the public through actual use. While it is true that actual use need not necessarily be constant or by large numbers of the public; *Phillips v. Stamford*, 81 Conn. 408, 414, 71 A. 361 (1908); it can hardly be said that the slight use made of the disputed property, coupled with evidence that certain use by the neighbors was with the permission of the plaintiff, constituted acceptance by the public. The use to which the public puts the subject property must continue over a significant period of time; 11 McQuillin, *Municipal Corporations* (3d Ed. Rev.) § 33.50; and be of such a character as to justify a conclusion that the way is "of common convenience and necessity." See *Kenneson v. Bridgeport*, 130 Conn. 298, 300-301, 33 A.2d 313 (1943); *Levine v. West Haven*, 120 Conn. 207, 210, 179 A. 841 (1935). The findings made by the trial court fall far short of this standard.

[7] While the public's actual use of the property dedicated to a municipality can, under appropriate circumstances, constitute an implied acceptance on the part of the public, there are municipal actions that may also constitute acceptance of such property. See McQuillin, op. cit. § 33.48; *DiCioccio v. Wethersfield*, 146 Conn. 474, 479, 152 A.2d 308 (1959); *New London v. Pequot Point Beach Co.*, 112 Conn. 340, 345, 152 A. 136 (1930); *Phillips v. Stamford*, supra, 413. Where a municipality grades and paves a street, maintains and improves it, removes

6. Judson Street, as shown on the filed subdivision map, is approximately 510 feet long.

About 180 feet of it abuts the plaintiff's lot 28 on the north.

snow from it, or installs storm or sanitary sewers, lighting, curbs, or sidewalks upon it there exists a factual basis for finding an implied acceptance of the street by the municipality. See *McQuillin*, op. cit. § 33.48; *Whippoorwill Crest Co. v. Stratford*, 145 Conn. 268, 270, 141 A.2d 241 (1958); *Johnson v. Watertown*, 131 Conn. 84, 91, 38 A.2d 1 (1944). Such municipal acts are factors to be weighed in the ultimate factual determination of acceptance. Another factor is the municipality's levy and collection of general and special taxes and assessments on the property. See *Kenneson v. Bridgeport*, supra, 130 Conn. 303, 33 A.2d 313; *McQuillin*, op. cit. § 33.53.

[8] The subordinate facts found by the trial court in this regard, likewise, cannot support a finding of implied acceptance by the defendant town. In addition to the fact that the town expressly excluded the disputed land from its formal acceptance of the streets in this area, it is uncontested that the town never paved the disputed portion of Judson Street, or installed sewers upon it. Cf. *Kenneson v. Bridgeport*, supra, 302, 33 A.2d 313. Moreover, there is no finding that the town exercised control over the property in any way.

The trial court based its decision that the town by its action had accepted the property, instead, upon the property's removal from the grand list and consequent exemption from taxation, as well as upon certain town plans and studies involving the subject property.⁷ The town's decision to remove the property from the grand list is only a recognition by the town that no individual had a beneficial ownership of the land; *Kenneson v. Bridgeport*, supra, 303, 33 A.2d 313; see *Johnson v. Niagara Falls*, 230 N.Y. 77, 84-85, 129 N.E. 213 (1920); and is not, by itself, sufficient to constitute an acceptance by the town. It is simply one of the factors to be considered in determining whether there was implied acceptance of the street by the municipality. The weight to be accorded the assessment or

7. The fact that the plaintiff's husband applied for a variance from a sideyard requirement does not bear upon the issue of acceptance, but

nonassessment of taxes upon property dedicated to a public use varies according to the other circumstances of the case. *Brookdale Park Homes, Inc. v. Bridgewater*, 115 N.J. Super. 489, 280 A.2d 227 (1971); *Hunt v. Oakwood Hills Civic Assn., Inc.*, 19 Wis.2d 113, 119 N.W.2d 466 (1963); 23 Am.Jur.2d, Dedication § 79; 26 C.J.S. Dedication § 40. Here, the other circumstances make the exemption from taxation of minimal significance.

Nor can the plans and recommendations of study committees support the finding of acceptance. There is no indication that such activity was conducted by town officials with the authority to accept the street on behalf of the municipality. See *McQuillin*, op. cit. § 33.48. Moreover, the plans and studies involved nothing more than projected uses and, ultimately, unfulfilled uses. The trial court's conclusion that the disputed portion of Judson Street had been accepted by the defendant town of Trumbull must be stricken as lacking support in the subordinate facts. *West Haven v. United States Fidelity & Guaranty Co.*, 174 Conn. 392, 398, 389 A.2d 741 (1978).

There is error, the judgment for the defendant town is set aside and the case is remanded for a trial on the plaintiff's claim of adverse possession.

In this opinion the other judges concurred.



may be relevant to the question of adverse possession.

governing body, with the approval of the planning commission, in accordance with Sections 8-24 and 13a-48 of the General Statutes." Formal acceptance of a road must, therefore, be determined from the minutes of the town meetings.

Occasionally, subdivision streets will be deeded to the town by the developer of the subdivision. While this is not the formal action contemplated by the statutes discussed above, acceptance of a deed is an official act by the town.¹⁷ Acceptance of such a grant may not require the same formality as acceptance of streets on a map, although this is not clear.¹⁸ However, acceptance of a deed by the municipality without a formal town meeting may not be sufficient to constitute acceptance of the streets without actual use by the general public.¹⁹

Public use is clearly not required where acceptance is accomplished by a formal town meeting. In that case, formal acceptance is sufficient, without more: "When . . . a municipality by formal action in conformity with the statutory requirements, expressly accepts a street as a public highway, no further action on the part of the general public is required to constitute the street

¹⁷ Reed v. Risleyk, 151 Conn. 372 (1964).

¹⁸ Derby v. Alling, 40 Conn. 410 (1873).

¹⁹ The acceptance of the deed in Derby, *supra* note 18, does not appear to have been done by a formal meeting of the town. Further, if the Town Planning and Zoning Commission at its meeting has set as a requirement of subdivision approval that the subdivision streets be deeded to the town, it would seem that no further formal action would be required, since all the issues regarding desirability and necessity of acceptance and cost of maintenance would have been discussed and decided by the PZC. If, on the other hand, the developer, on his own initiative, offers to deed the streets to the town, perhaps a town meeting is necessary to decide those issues and authorize acceptance of the deed.

²⁰ See Derby v. Alling, *supra* note 18, and the analysis of that case in Hall v. Meriden, 48 Conn. 416, 429-431 (1890). See also discussion in text, *infra* at note 43.

a public highway."²¹ As a general rule, inquiry into whether or not formal acceptance has occurred may stop with evidence of a formal town meeting accepting the street. If a deed is found instead, the inquiry must continue into the circumstances surrounding the receipt of the deed by the town and/or into public use of the road.

C. Implied Acceptance

The more difficult problems arise where there has been no express formal acceptance. In such cases, it is necessary to determine whether there has been an implied acceptance of the street, either by some public entity such as a municipality or by the general public. A municipality may impliedly accept a street through actions such as plowing and paving it. Where the municipality has done nothing with the street, implied acceptance may still be found through the actions of the general public if the public use is frequent enough and goes on over a sufficient length of time. The issue in both of these cases is whether there have been acts significant enough to warrant a finding that the street is public. In contrast to formal acceptance, actual use of the street is the essence of acceptance by implication.

How much use is enough? The approval of the subdivision map by the planning and zoning commission and its subsequent filing on the land records is not sufficient.²² The exemption of

²¹ DiCioccio v. Wethersfield, 146 Conn. at 481. Confusion over whether actual use by the public is required where formal acceptance has occurred arises because of cases such as Johnson v. Waterstown, 131 Conn. 84 (1944), in which the court discusses the issue and evidence of public use of a portion of a street despite formal acceptance of the entire street by the town. Adding to the confusion is Meshberg v. Bridgeport City Trust Co., *supra* note 4, which sets forth the "rule of actual use," that is, that acceptance stops where actual use stops, in a case where the town had formally accepted all but a few segments of streets on a map. In Johnson, the discussion of public use appears to have been raised in connection with the question of whether, because of its failure to pave and lay sewers the whole length of the street, the town had "abandoned" or impliedly discontinued a portion of the street after formal acceptance or, perhaps, had initially accepted something less than the entire street. In Meshberg, the discussion of public use centered on those portions of the streets which had been specifically excepted from the town's formal acceptance and did not concern those streets which had clearly been formally accepted. Further confusion arises because of the case of Stratford v. Fidelity & Casualty Co., 106 Conn. 34, 137 A. 113 (1927), in which there was an approval of the street layout under the predecessor of CONN. GEN. STAT. § 13a-17 but no formal acceptance by the town. Because of the lack of proper formal proceedings to accept the street, implied acceptance had to be found through public use. In no case is there any express holding by the court that both formal acceptance and actual use are required, as contrasted to the very clear holding in DiCioccio, cited *supra* note 5, that formal acceptance alone suffices to render a street public.

²² Meshberg v. Bridgeport City Trust Co., *supra* note 4; Katz v. West Hartford, *supra* note 4.

the property designated as the street from municipal real property taxes is not enough by itself.¹² The installation of sewers by the municipality, however, is sufficient to evidence acceptance.¹³ As to public use, the use by pedestrians and occasional vehicles in the summer is sufficient¹⁴; the occasional use by hikers and horseback riders is not.¹⁵ In some instances, the parking of cars on the property by visitors to the neighborhood and the use of property by abutters is sufficient¹⁶; in other cases, it is not.¹⁷

The cases on implied acceptance indicate that the answer to the question "how much use is enough?" is not quantitative but qualitative. As was stated earlier, implied acceptance is a question of fact, and all the facts and circumstances of the layout and use of a road must be considered by the court in establishing its character.¹⁸ As the facts and circumstances of use change, so do the courts' conclusions. These conclusions are based not on the single factor of a head count of the public using a road or a count of the number of municipal acts performed, but rather on an overall assessment of the public value and magnitude of the use or act, and whether the character and circumstances of actual use are ambiguous. Thus, in scrutinizing municipal actions, the court has found that the acceptance of a plan of subdivisions or the omission of the road from the property tax rolls can have several meanings¹⁹; the appropriation and expenditure of public funds in connection with a road is unambiguous. In looking for acceptance by the public at large, the court does not focus on the numbers of users but on the nature of the use: Is it so occasional and sporadic that it may be a tolerated trespass, or is it regular and continuing (even if not continuous) so that it can

¹² *Meder v. Milford*, 190 Conn. 721 (1983); *Katz v. West Hartford*, *supra* note 4.

¹³ *Whippoorwill Crest Co. v. Stratford*, *supra* note 4; *Meder v. Milford*, *supra* note 4.

¹⁴ *Phillips v. Stamford*, *supra* note 4.

¹⁵ *Ventres v. Farmington*, 192 Conn. 663 (1984).

¹⁶ *Ruggiero v. East Hartford*, 2 Conn. App. 80 (1984); *Johnson v. Watertown*, 131 Conn. 84, 38 A.2d 1 (1944).

¹⁷ *Meshberg v. Bridgeport City Trust Co.*, *supra* note 4.

¹⁸ *Phillips v. Stamford*, 81 Conn. 406 (1908); *Levine v. West Haven*, 120 Conn. 207 (1935).

¹⁹ As the court points out in *Meshberg v. Bridgeport City Trust Co.*, 180 Conn. at 280, "the approval of a proposed subdivision and the acceptance of a public street are entirely separate and distinct proceedings;" there would be no need for a second procedure to accept streets formally if subdivision approval sufficed to do so. As to the municipal action of dropping the road from the property tax rolls, the court notes that this action can be read as "a recognition by the town that no individual had a beneficial ownership of the land" and not solely as a claim on the part of the town that the road was public. *Id.* at 283-84.

clearly be said that the public character of the road is recognized not only by the users of the road but by those persons who would have an interest in preventing their use if the road were private? This focus on the character of the use rather than the number of users clarifies what, at first reading, seem to be conflicting results in the case law.

In an effort to systematize inquiry into whether or not an implied acceptance has, in fact, occurred, the court has developed two rules. The first of these may be called the Rule of Dominion and Control. This rule is consistent with the statutory definition of "highway" in Section 14-1(18) of the General Statutes. Acts on the part of the municipality, such as paving, lighting, snowplowing and installing sewers clearly assert the municipality's dominion and control of the street, because, as stated in *Katz v. West Hartford*:²⁰ "the presumption, always in favor of official action, is that the common council . . . did not intend to do an illegal act or to trespass upon land belonging to another."²¹ In other words, a municipality would only pave or light a road which it believed was public, and it would not believe it was public unless it accepted the road as public. Using this rule, if a court finds municipal acts that are "affirmative acts of dominion and control . . . recognizing a road as a public highway,"²² it will conclude from that finding that the road is public.

This same Rule of Dominion and Control can and does apply to acts of the unorganized public. Where the unorganized public is concerned, however, there is no presumption against trespass. For the court to find that the public at large exercises dominion and control over a street or road, as opposed to merely trespassing, it must find a general use without interference by a large enough number of people over a long enough period of time that a "claimed right" is indicated.²³

²⁰ 191 Conn. 594 (1963).

²¹ *Id.* at 598.

²² *Id.*

²³ *Meshberg v. Bridgeport City Trust Co.*, 180 Conn. 274 (1980). The reasoning behind a finding of a "claimed right" is as follows: If enough members of the public believe they had the right to do so, without interference, they must have done so because they believed they had the right to do so, and others, who might have stopped them and did not, must also have believed the public had the right to travel the road at will. Therefore, it is the public who control access to and use of the road. Again, by definition, any road that is open to public use and travel is a public highway. CONN. GEN. STAT. § 14-1(18).

The second rule that emerges from the case law may be stated as the Rule of Common Convenience and Necessity. The court may find, from the circumstances and location of the road, that it is a "way of common convenience and necessity"; that is, that by its location, it assists the public in getting somewhere it wishes to go and is, therefore, a benefit to the public. Once that conclusion has been reached, it amounts to a conclusion³⁹ or at least a presumption⁴⁰ that the road has been accepted by the public, since the public would not turn down such a benefit.

Although, the court must find some "common" or public use of the way in order to find a "way of common convenience and necessity" where it has applied this rule the effect has been to reduce the amount of use from that which would be required to find "dominion and control." Thus, in *Phillips v. Stamford*,⁴¹ where the rule was first articulated, the court found that a beach had been public despite the fact that it could not find extensive use by the general public.⁴² What the court did find was that those members of the public who would naturally be expected to use and enjoy it do so at their pleasure,⁴³ and that the road was "a way of common convenience and necessity" because it allowed access to the beach for that segment of the public that wanted to use it.⁴⁴ *Meshberg v. Bridgeport City Trust Company*⁴⁵ makes it even clearer that some level of public use is essential, but that the focus of the court in finding a "way of common convenience and necessity" is on the nature of the road, the frequency of use to be expected given that nature and its duration over a significant period of time, rather than on numbers of people who use it — the quality of use rather than the quantity. Thus, in *Meshberg*, the court holds that the actual use need not be constant or by large numbers of the public, but must continue over a significant enough period of time and be of such character as to justify the conclusion that the way is one of common convenience and necessity.⁴⁶

D. The Extent of Acceptance

Once one has found acts of a nature sufficient to evidence public acceptance of a road, the inquiry does not end. It must continue into the extent of the acceptance: How much of the road in question is public?

It is clear that a road may be both public as to part of its length and private as to the rest, and acceptance of one portion, whether express or implied, does not, under most circumstances, render the entire road public.⁴⁷ Where acceptance is expressly done by town meeting, the municipality will accept the road in its entirety or will clearly delineate what portion or portions of a road or roads it is accepting, and only those portions become public. Where acceptance is by the taking of a deed, however, the limits of acceptance are somewhat less clear because the requirements for acceptance are less clear. This lack of clarity is due primarily to the cases of *Derby v. Alling*⁴⁸ and *Hall v. Meriden*.⁴⁹ The confusion over the requirements for and limits of acceptance arises because, after finding that the giving of a deed conveying all of the streets as they appear on the map was a dedication,⁵⁰ the court in *Derby* then fails to follow the simple logic that the town's acceptance of the deed was a sufficient act of acceptance of all the streets conveyed.

The court, instead, discusses acceptance in terms of the acts of the unorganized public in using the streets and holds that "the acceptance of the deed by the town, and the acceptance by the unorganized public of the portions of the street which were opened, is a *constructive acceptance* of the dedication of the entire street."⁵¹

Derby can be read to say that, because the court could have found a legally sufficient acceptance of any part of the street or streets deeded. Instead, once there has been a conveyance of a

³⁹*Meshberg v. Bridgeport City Trust Co.*, *supra* note 40; *Ventres v. Farmington*, 192 Conn. 663 (1984); *Meder v. Milford*, 190 Conn. 72 (1983). Note, however, the case of *Derby v. Alling*, 40 Conn. 410 (1873).

⁴⁰40 Conn. 410 (1873). The facts of this case are unusual. Two owners of a tract of land mapped out a "paper village" of lots and streets, and then deeded all of the streets, as shown on the map, to the town. The deed was accepted and recorded. Subsequently, however, the town opened, paved and maintained only portions of the deeded streets. Portions of other streets were moved from their original layout and still others were never opened at all.

⁴¹46 Conn. 416 (1880). This case limited *Derby*, *supra* note 43, to its facts.

⁴²*Derby*, *supra* note 43 at 433-435.

⁴³*Id.* at 435 (emphasis added).

³⁸*Meshberg v. Bridgeport City Trust Co.*, *supra* note 34.

³⁹*Phillips v. Stamford*, 81 Conn. 408 (1908).

⁴⁰*Id.*

⁴¹The court found, that the road was used primarily in the summertime and almost exclusively by pedestrians. *Id.* at 410, 413.

⁴²*Id.* at 414.

⁴³180 Conn. 274 (1950).

⁴⁴*Id.* at 281.



34

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

ROBERT T. RESHA
CORPORATION COUNSEL

PLEASE REPLY TO:

ERIC L. GOTTSCHALK
LASZLO L. PINTER
JOHN JOWDY
GEORGE S. SAKELLARES
ASSISTANT CORPORATION
COUNSEL

October 14, 1988

DANBURY, CT 06810

Hon. Joseph H. Sauer, Jr.
Hon. Members of the Common Council
City of Danbury
Connecticut

Re: Limousine Service / Wintergreen Hill Road

Dear Mayor and Council Members:

The Corporation Counsel's Office has been asked to take legal action against a Mr. Tim Ralph of 20 Wintergreen Hill Road who has been allegedly illegally operating a limousine service in a residentially zoned area. Mr. Ralph is apparently represented by John Jowdy. As a result thereof, this office finds itself in a conflict of interest position and respectfully requests that the Corporation Counsel be allowed to refer the representation of the City of Danbury to outside counsel. Please contact me if you have any questions in this regard.

Very truly yours,

Robert T. Resha
Corporation Counsel

RTR:cr



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

November 1, 1988

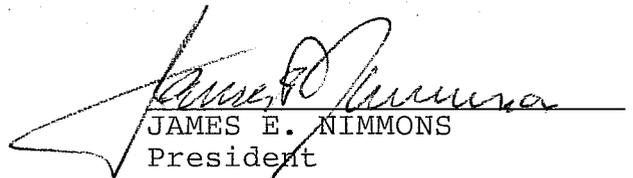
Honorable Mayor Joseph H. Sauer
Honorable Members of the Common Council

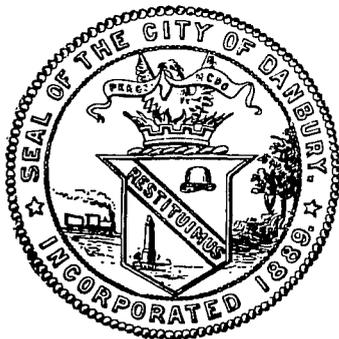
Re: Amendments to Ordinances 18-15(b), 18-15(c) and 18-16(a)

The Common Council met as a committee of the whole, immediately following a public hearing, on October 17, 1988 in the Common Council Chambers in City Hall.

Mr. Enriquez made a motion that adoption be recommended to the full Common Council. Seconded by Mr. Charles. Motion carried with Mr. Shaw abstaining.

Respectfully submitted,


JAMES E. NIMMONS
President



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ORDINANCE
CITY OF DANBURY, STATE OF CONNECTICUT
COMMON COUNCIL

November 1, 1988

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

THAT subsections 18-15(b) and 18-15(c) of the Code of Ordinances of Danbury, Connecticut be and hereby are amended to read as follows:

- (b) Any veteran entitled to an exemption from property tax in accordance with Subdivision 19 of Section 12-81 of the Connecticut General Statutes shall be entitled to an additional exemption applicable to the assessed value of property up to the amount of \$1,000, provided such veteran's qualifying income does not exceed the applicable maximum amount as provided under Section 1 of Public Act 87-404.
- (c) Any veteran's surviving spouse entitled to an exemption from property tax in accordance with Subdivision 22 of Section 12-81 of the Connecticut General Statutes shall be entitled to an additional exemption applicable to the assessed value of property up to the amount of \$1,000, provided such surviving spouse's qualifying income does not exceed the maximum amount applicable to an unmarried person as provided under Section 1 of Public Act 87-404.

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

Adopted by the Common Council - November 1, 1988.

Approved by Mayor Joseph H. Sauer - November 3, 1988.

ATTEST: _____

ELIZABETH CRUDGINTON
City Clerk



ORDINANCE
CITY OF DANBURY, STATE OF CONNECTICUT
COMMON COUNCIL

November 1, 1988

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

That subsection 18-16(a) of the Code of Ordinances of Danbury, Connecticut be and hereby is amended to read as follows:

- (a) Any person entitled to an exemption from property tax applicable to the assessed value of property up to the amount of \$3,000, as provided under Subdivision 17 of Section 12-81 of the Connecticut General Statutes, shall be entitled to an additional exemption from such tax in an amount up to \$2,000 of such assessed value, provided such person's qualifying income does not exceed the applicable maximum amount as provided under Section 1 of Public Act 87-404.

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

Adopted by the Common Council - November 1, 1988
Approved by Mayor Joseph Sauer - November 3, 1988.

ATTEST: _____
ELIZABETH CRUDGINTON
City Clerk

REDEVELOPMENT AGENCY
CITY OF DANBURY

38
received
10/26/88

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

Joseph H. Sauer, Jr., Mayor
and Members of the Common Council
Town Hall
City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut 06810

Re: Proposed Amendment to the Pre-Development/Master Agreement

Gentlemen:

Reference is made to my memo of August 26, 1988 concerning a proposed amendment to the Pre-Development/Master agreement between the City of Danbury acting through its Redevelopment Agency and John A. Errichetti. As a follow-up to the submission of the proposed supplemental agreement, numerous meetings have taken place between the Redevelopment Agency and representatives of Errichetti which would indicate that the proposed supplemental agreement as submitted does not reflect the full bond available for construction of the Inverness Tower project. The proposed supplemental agreement indicates that a bond utilizing Connecticut Housing Finance Authority mortgage proceeds would be security for completion of the construction, whereas there are additional letters of credit in the amount of 4.2 million dollars and \$555,000.00, which would accompany the CHFA guaranty.

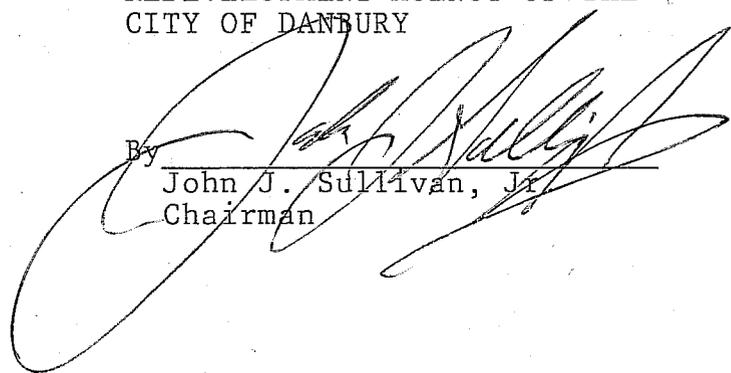
Though the agency still supports the amendment of Section 3 of the Phase Agreement (as voted at its meeting of August 8, 1988), the draft of the supplemental agreement submitted does not reflect the full agreement of the parties.

Based upon the review of the present status of the proposed amendment to the Phase Agreement with the Subcommittee of the Common Council assigned to review this matter, it is apparent that the Supplemental Agreement must be revised to reflect the availability of the letters of credit in addition to the CHFA mortgage guaranty. Accordingly, based in part on the recommendations of the Subcommittee reviewing this matter on behalf of the Common Council, and based further on the action taken by the Redevelopment Agency of the City of Danbury at its meeting of October 25, 1988, I am hereby withdrawing the proposal to amend the Pre-Development/Master Agreement as requested in my memorandum of August 26, 1988.

Joseph H. Sauer, Jr., Mayor
and Members of the Common Council
Page 2

I thank you in advance for your anticipated cooperation in this matter and look forward to keeping you apprised of our progress in obtaining a satisfactory bond for the execution of the Phase Agreement.

REDEVELOPMENT AGENCY OF THE
CITY OF DANBURY

By 
John J. Sullivan, Jr.
Chairman



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

November 1, 1988

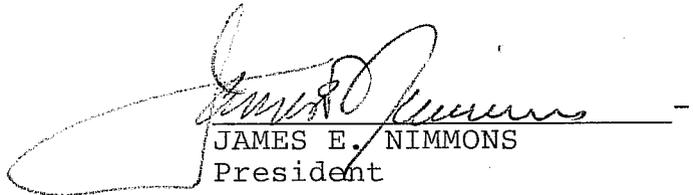
Honorable Mayor Joseph H. Sauer
Honorable Members of the Common Council

Re: Danbury Housing Partnership

The Common Council met as a committee of the whole, immediately following a public hearing, on October 17, 1988 at 7:30 P.M. in the Common Council Chambers.

Mr. Enriquez moved to recommend adoption of the ordinance to the Common Council. Seconded by Mr. Flanagan. Motion carried unanimously.

Respectfully submitted,



JAMES E. NIMMONS
President



ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT

COMMON COUNCIL

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

Findings of Fact. The Common Council of the City of Danbury hereby declares that a local housing partnership be formed, in accordance with P.A. 88-305, in order to develop ways to increase the supply and availability of affordable housing in Danbury.

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

Section 1. Housing Partnership Created. There is hereby created the Danbury Housing Partnership, appointed by the Mayor. The Partnership shall consist of the following members:

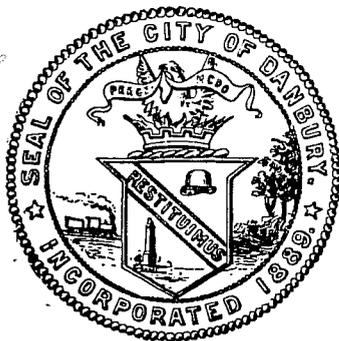
- (a) The Mayor of the City of Danbury;
- (b) Representatives of the planning commission, zoning commission, environmental impact commission, housing authority and any local community development agency, not to exceed 5 in number;
- (c) Representatives of the local business community, such as local bankers, realtors and developers, not to exceed 5 in number;
- (d) Representatives of public interest groups, such as housing advocates, members of the clergy, members of local civic groups and representatives of local nonprofit corporations, not to exceed 5 in number; and
- (e) Local urban planning, land use and housing professionals, not to exceed 5 in number.

Section 2. Responsibilities of the City of Danbury, in order to receive initial designation under the Connecticut Housing Partnership Program. The responsibilities of the City of Danbury, in order to receive initial designation under the Connecticut Housing Partnership program, shall include the following:

- (a) Submit evidence to the Commissioner of Housing that the Danbury Housing Partnership has been formed in accordance with P.A. 88-305; and
- (b) Submit evidence to the Commissioner of Housing that sufficient local resources have been committed to the Danbury Housing Partnership.

Section 3. Duties of the Danbury Housing Partnership, in order to receive development designation under the Connecticut Housing Partnership Program. The duties of the City of Danbury Housing Partnership, in order to receive development designation under the Connecticut Housing Partnership Program, shall include the following:

- (a) To examine and identify housing needs and opportunities in the community;
- (b) To explore the availability of any state, municipal or other land that is suitable for the development of affordable housing;



ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT

COMMON COUNCIL

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

- (c) To review applicable zoning regulations to determine whether such regulations restrict the development of affordable housing in the community;
- (d) To identify any necessary changes to such regulations;
- (e) To establish priorities and develop a long-range plan to meet identified housing needs in the community consistent with regional housing needs;
- (f) To establish procedures for the development of a written proposal to achieve such priorities in accordance with said plan; and
- (g) To start an activity, development or project designed to create additional affordable housing in Danbury.

Section 4. Conflicting Resolutions, Orders, Rules and Regulations Suspended. At all times when any orders, rules and regulations made and promulgated pursuant to this ordinance shall be in effect, they shall supersede all existing resolutions, orders, rules and regulations insofar as the latter may be inconsistent therewith.

Section 5. No Conflict with State or Federal Statutes. This ordinance shall not be construed so as to conflict with any State or Federal Statute, rule or regulation.

Section 6. Expenses of the Danbury Housing Partnership. No person shall have the right to expend any public funds of the City in carrying out any Partnership activities authorized by this ordinance without prior approval by the Common Council nor shall any person have any right to bind the City by contract, agreement, or otherwise without prior and specific approval of the Common Council.

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

Adopted by the Common Council - November 1, 1988.
Approved by Mayor Joseph H. Sauer - November 3, 1988.

ATTEST: Elizabeth Crudginton
Elizabeth Crudginton
City Clerk



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

November 1, 1988

Honorable Mayor Joseph H. Sauer
Honorable Members of the Common Council

Re: Resolution of the DEP Order Regarding the Former
Salt/Sand Facility Located in the King Street Area

The ad hoc committee appointed to review the resolution of the DEP order regarding the former salt/sand facility located in the King Street/Clapboard Ridge Road area met in the Fourth Floor Lobby in City Hall at 7:00 P.M. on October 13, 1988. In attendance were committee members Moran, DaSilva and Nimmons. Also in attendance were Daniel Minahan and Dominic Setaro.

Mr. Minahan explained the urgency of the matter. Failure to comply with this order subjects the recipient to penalties under Sec. 22A-438 and injunction under Sec. 22A-435 of the Connecticut General Statutes. This was entered as an order of the Commissioner of Environmental Protection on April 2, 1987 to the City of Danbury. Mr. Setaro stated that money in the amount of \$100,000 has been set aside to cover this expense.

Mr. DaSilva made a motion to appropriate the sum of \$99,429.61 to clean up the salt/sand problem on Clapboard Ridge as per the order from the DEP pending certification from the Comptroller and that the Mayor be authorized to enter into any agreement to achieve completion of the Order.

Respectfully submitted,

HANK S. MORAN, Chairman

JOSEPH DaSILVA

JAMES E. NIMMONS



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

**DEPARTMENT
OF FINANCE**

October 25, 1988

Certification #11

TO: Common Council via
Mayor Joseph H. Sauer

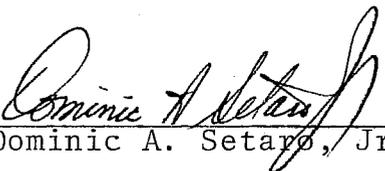
FROM: Dominic A. Setaro, Jr., Acting Director of Finance/
Comptroller

We hereby certify the availability of \$99,429.61 to be transferred from the Contingency Account to the following accounts of the Public Works Department:

#02-03-110-020100	Professional Services	\$ 2,000.00
#02-03-110-024501	Leased Equipment	51,840.00
#02-03-110-037000	Maintain highway, curbs & walks	45,589.61
		<hr/>
		\$99,429.61

Please note that these funds will be obtained from encumbered contingency funds set aside for estimated contingent liabilities.

Previous balance of encumbered Contingency Acct.	\$1,187,928.34
Less pending requests	22,475.00
Less this request	99,429.61
Remaining encumbered Contingency balance	<hr/>
	\$1,066,023.73



Dominic A. Setaro, Jr.

DAS/af



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

October 26, 1988

Honorable Mayor Joseph Sauer
Honorable Members of the Common Council

Re: AGREEMENT - WILLMORITE EASEMENT FOR DRAINAGE -
AIRPORT LAND - MALL EXPANSION

#49, February 1988; and #8, June 27, 1988 (Special Meeting)

FINAL - MAJORITY REPORT

The Common Council Committee charged to review the Agreement, Willmorite's request for a drainage easement onto the City's Airport property, met for the final time on Tuesday, October 11th, at 7:30 P.M. in Room 432 of City Hall. In attendance were committee members Bourne (Chair), Connell and DaSilva. Ex-officio members present--Fazio, Shaw, Bundy, Regan, Danise & Moran. Also attending were: Atty. Driscoll, A. Friedrich, B. Zohn, D. Setaro, P. Estefan, Atty. Mannion, David Rice (Sear-Brown), B. Gawe, D. Boughton, J. Justino and others not recognized by the Chair.

The Proposal

The Willmorite Corporation wants to add a fifth anchor store. They are short 150 parking spaces, and wish to fill in their ponds adjacent to the Sears side of the mall to create additional parking. They are requesting a drainage easement from the City to drain their water across the street onto Airport property. The easement, a perpetual easement, which according to *Black's Law Dictionary* means, "never ceasing; continuous; enduring; lasting; unlimited in respect of time; continuing without intermission or interval."

The Property

The Airport property in question is labeled "wetlands" and is approximately 33 acres. The area would be completely cleared of all trees. According to Leon Cleary of Sear-Brown, the 33 acres would be divided as follows: pond - under 10 acres; the T-hanger area - 8 acres; and the remaining 15 +/- acres - the flood storage area.

The Exchange

In exchange for the easement, under the negotiated agreement, listed below is what the City would receive and approximate dollar values (according to Mr. Friedrich):

- (1) Detention Pond/Flood Storage Area - \$2.8 Million
- (2) T-hangers - \$1,135,000
- (3) Lighting in T-hanger area - \$60,000
- (4) Salt Storage Building - \$145,000
- (5) Security Fence & Gate - \$90,000
- (6) Fill Placement for Future Adm. Bldg. - \$130,000
- (7) Backus Ave. Box Culvert - \$230,000
- Total Approx. - \$4.6 Million

At our committee meeting (7/19), Mr. Friedrich stated, "it is my belief that the actual cost that would be involved here would be somewhere between \$3,750,000 and approximately \$4,500,000." He went on to say that the realistic figure is approximately \$4 Million. However, there are no minimums or maximums. What this means is that the City will receive items 1-7 listed above whether the cost is \$1 or \$6 million.

The Agreement

The agreement that was submitted to the Council for its June 27th meeting has been changed. Although the original document submitted to the Council does not say "draft," and was not presented to the Council as such, the Committee on July 19th was told that it was a draft. And although from its cover sheet, it gives the impression that it was submitted by the City's Corporation Counsel, the document was prepared by Willmorite's attorney's. The Chair stated in regards to the original document (June 16, 1988) "that in its present form the Agreement does not even come close to providing minimal protection for the City." The Chair pointed out that:

- There is no protection/recourse language for the City should the drainage system fail.
- There is no mention regarding maintenance/upkeep of the pond.
- No timetables are specified. I believe that the agreement should not allow the mall to drain onto the City's property until all conditions of the agreement have been met.
- Willmorite's contractors will be working on City-owned property. The Agreement is lacking an indemnification clause whereby there is agreement to hold the City harmless from any claims or liabilities from their working on the site.

al

- There are no guidelines or warranties set forth in the agreement that certain specifications or standards should be applied/or should be met. Parameters must be specified in the agreement.
- There is no mention in the agreement referencing liability insurance. Amounts, terms and conditions acceptable to the City should be spelled out in the agreement.
- The agreement does not include anything about a performance bond.
- The Chair asked that language protecting the City (as stated above) be added to the "draft" agreement. Mr. Friedrich agreed. A draft agreement dated July 27, 1988, was sent to Corporation Counsel incorporating the requested changes.

Department of Finance

The Chair requested from the Acting Director of Finance, D. Setaro, (copy of response is attached dated 7/14/88) a five-year history listing Airport's expenses and revenues:

<u>Year</u>	<u>Revenues</u>	<u>Taxes</u>	<u>Expenditures</u>	<u>Deficit</u>
87-88	78,747	61,101	205,000	-65,152
86-87	73,156	69,760	200,409	-57,493
85-86	74,817	61,854	188,538	-51,867
84-85	46,122	56,759	175,311	-72,430
83-84	65,764	46,441	161,695	-49,490

(Note: The above figures do not include capital expenditures or City's match to federal and state grants. Also, 87-88 year is an estimate, not final figure.)

In Mr. Setaro's opinion, "if the City were to realize the projected rental rated from the T-hangers that Mr. Estefan has indicated to me could be charged, it appears that the airport could become self-sufficient." The total amount realized from the T-hangers and the offices (if fully rented) per month will be \$19,500, or \$234,000 per year. With the estimated revenue from the T-hangers a 5-year projection is as follows:

<u>Year</u>	<u>Revenue</u>	<u>Expenses</u>	<u>+ or -</u>
1	331,000	276,000	+ 55,000
2	347,550	298,080	+ 49,470
3	364,928	321,926	+ 43,002
4	383,184	347,681	+ 35,503
5	402,333	375,495	+ 26,838

The above assumes that the City's expenses will continue to rise approximately 8%, and revenues increase 5%.

The Airport Administrator (attach.)

Mr. Estefan is in favor of the agreement as it provides drainage improvements and financial income. An additional personnel, airport maintainer, is needed for this project, but no additional equipment will be necessary, according to Mr. Estefan.

The Engineering Department

The reports are attached.

The FAA

The FAA in a letter dated September 22, 1988, (copy attached) concurred with the proposed use of airport land, stating that the proposal is consistent with the Airport Layout Plan. It was stated in the letter "that any revenue from the lease would not have to be reimbursed to FAA." However, monies must be dedicated for airport operation and/or development. Monies cannot be used towards matching local shares or subsequent FAA grants. The FAA wants assurances from the City prior to their acceptance of the proposal as follows:

- a. all environmental permits can be obtained;
- b. final plans and specs for T-hangers and retention ponds to ensure compliance with FAA airport standards;
- c. A review of the lease documents; and,
- d. An assessment from a state wildlife agency concerning the potential bird hazards that might be created by the retention ponds.

The Committee

J. DaSilva moved to approve request to drain onto airport in exchange for benefits to the City of Danbury as specified in the negotiated agreement between the City of Danbury and the Willmorite Corporation, subject to any stipulations by the FAA. B. Connell seconded. The motion passed with Messrs. DaSilva and Connell voting yes. Committee Chair, Mrs. Bourne voted no.

The Chair stated that she would write both a majority and minority report and moved to adjourn.

Page -5-

The Planning Commission

The Planning Commission at its meeting October 19, 1988, voted a positive recommendation for the Department Store Expansion Agreement...for reasons stated in the Staff Report dated 10/13/88 revised 10/19/88.

Respectfully submitted,



Lovie D. Bourne, Chair

Barry Connell

Joe DaSilva

LDB/eos
Attachments

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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

October 26, 1988

Honorable Mayor Joseph Sauer
Honorable Members of the Council

RE: AGREEMENT - WILLMORITE EASEMENT FOR DRAINAGE
AIRPORT LAND – MALL EXPANSION
#49, February 1988 and #8, June 27, 1988 (special meeting)

FINAL – MINORITY REPORT

The Property

On July 19, 1988, Council members Bourne, Connell, Danise and Bundy along with A. Friedrich, P. Estefan, and L. Cleary (Sear-Brown) took an on-site walking tour of the property in question. We walked the entire length of one side. I wore boots, expecting the property to be very marshlike and muddy. Even though there had been numerous recent rain storms, the boots were not necessary--the grounds were not muddy at all. The property is very lush with plantings and many trees. It is a very serene and beautiful parcel of land, caressed on one side by a small stream. We heard and saw birds and also a rabbit. All trees would be cut down and removed from the property if the Council votes favorably on this agreement. Furthermore, wildlife on the property would be displaced.

The Proposal

I do not believe the proposal which has been negotiated is beneficial to the City. A look at whether improvements, purported to be worth \$4 million dollars is a fair trade for a perpetual easement to 25 acres (8 acres the City would use) is somewhat hampered or clouded by the present City-controlled land use description of the property. However, I can still draw forth some analyses to make comparisons:

- The State has recently (1988) settled with the City for land it took adjacent to the airport some years ago for \$237,000 per acre.
- The Wilmorite Corporation sold land across the street from the airport to Toys-R-Us for \$289,000 per acre.
- An Appraisal report (April 1988) valued airport land at \$261,000 per acre (x 25 acres = \$6,525,000).

- That same appraisal suggested a per acre lease price of \$8,700 per year (x 25 acres = \$217,500). Increases of \$.04 every five years per square feet of land (43,560 sq. ft. to an acre) would result in an increase of \$43,560 for a then yearly lease fee of \$261,061. Furthermore, the lessee may be required to pay real property taxes on the acreage.)
- A 1.03 acre parcel in the vicinity of the airport on Miry Brook Road sold recently for \$300,000.

Although Acting Director of Finance, D. Setaro, has stated that it is not a fair analysis (since at the end of five years leases could be adjusted), a ten-year projection based upon the exact revenue and expense projections that Mr. Setaro used in his analyses clearly shows that the agreement is a short-term solution to airport profitability. The ten-year projection shows that the airport would again be operating at a loss by the eight year.

Danbury Airport
10-Yr Projection
(based on 5-yr projection prepared by Acting Director of Finance Dominic A. Setaro)
(letter dated 7/14/88 to L.D. Bourne)

	Year									
	1	2	3	4	5	6	7	8	9	10
"T-Hanger Project"										
Revenues*	234000	245700	257985	270884	284428	298650	313582	329261	345725	363011
Expenses*	52000	56160	60653	65505	70745	76405	82517	89119	96248	103948
Net	182000	189540	197332	205379	213683	222245	231065	240143	249476	259063
"Normal Operations"										
Revenues	97000	101850	106943	112290	117904	123799	129989	136489	143313	150479
Expenses	224000	241920	261274	282175	304750	329129	355460	383897	414608	447777
Net	-127000	-140070	-154331	-169886	-186845	-205330	-225471	-247408	-271295	-297298
Overall										
Revenues	331000	347550	364928	383174	402333	422449	443572	465750	489038	513490
Expenses	276000	298080	321926	347681	375495	405535	437977	473015	510857	551725
Net	55000	49470	43001	35493	26838	16915	5594	-7265	-21819	-38236

Notes: Revenues are projected to increase by 5% p.a. Expenses are projected to increase by 8% p.a.

The Drainage Improvement

Mr. Estefan stated in his July 13, 1988, letter to the Chair that a drainage system is needed and that there are current drainage problems at the airport. At the July 19th meeting Mr. Estefan indicated that the proposed drainage system would not solve the entire airport's drainage problem, but only that area surrounding the proposed pond area. However, if the City were to resolve the drainage at the airport, the federal government would pick up 90% of the cost; the state 7-1/2%, and the City would contribute 2-1/2%.

The Negotiation/Agreement

The City's Engineering Department, and the Finance Department were not a party to this agreement. Until the Controller's and Engineering offices were contacted by the Chair in July, they had not been called upon to provide any insight or opinion. Additionally, it was not until the Chair raised questions to the Corporation Counsel in July that it was discovered that the FAA had to review the documentation because "if a change or alteration in the airport or its facilities is made which the Secretary determines adversely affects...leased, or funded property on or off the airport....and, "If it is not in conformity with the approved Airport Layout Plan, there is a possibility that the Secretary would make the City bear all costs of restoring such property (Airport and Airways Improvement, 49USCS Appx §2210(15)).

The Alternatives

- Build a parking garage; or
- Purchase additional land adjacent to the mall property such as the Keeler property or others, and use for drainage.

The Wetlands

According to the City's own code of ordinances in following with State statute, "The inland wetlands and watercourses of the City are an indispensable and irreplaceable but fragile natural resource..." "The wetlands and watercourses are an interrelated web of nature essential to an adequate supply of surface and underground water;...and to the existence of many forms of animal, aquatic and plant life."

"Many inland wetlands and watercourses have been destroyed or are in danger of destruction because of unregulated use by reason of deposition, filling or removal of materials...or the diversion...of water flow....

The City's own ordinance Sec. 23-5 states in essence that in granting a permit the Commission (EIC) must make and support in writing that no other location on the subject parcel or,...no other available location could be reasonably utilized....

Summary

I reviewed all documentation on file in the Planning and Zoning offices regarding the Danbury Fair Grounds--Danbury Fair Mall materials. Willmorite has had approvals all along to have five (5) anchor stores. And they knew how many parking spaces were necessary to achieve that goal. When Willmorite sold its vacant land to Toys-R-Us for \$289,000 per acre, they made a business decision. Whether the City of Danbury was consulted, prior to their decision, I do not know. However, I do know that I will not be a party to the City allowing any developer to assault the property belonging to the City of Danbury.

When I voted in favor of the concept, I saw a cash settlement negotiation that could be used for City improvements such as a parking garage on the Jackson-Hansen site for downtown Danbury.

Page -4-

When Mr. Resha wrote to the FAA 8/24/88, he provided a value on the property which was compiled and estimated by the municipal assessor as follows:

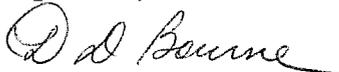
- 16 acres @ primary unimproved land \$200,000/acre = \$3,200,000.
- 17 acres wetlands (residual) @ \$12,500 per acre = \$255,000.

Total 33 acre parcel estimate = \$3,455,000, or overall \$105,000 per acre.

We have allowed areas in Danbury to be built on wetlands. And where today is any acreage assessed at \$12,500 per acre? Not in Danbury!

I urge my colleagues to vote no to this agreement.

Respectfully submitted,



Lovie D. Bourne

Committee Chairman

LDB/eos

Attachments



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

ROBERT T. RESHA
CORPORATION COUNSEL

ERIC L. GOTTSCHALK
LASZLO L. PINTER
JOHN JOWDY
GEORGE S. SAKELLARES
ASSISTANT CORPORATION
COUNSEL

October 28, 1988

PLEASE REPLY TO:

DANBURY, CT 06810

Hon. Joseph H. Sauer, Jr., Mayor
Hon. Members of the Common Council
City of Danbury
155 Deer Hill Avenue
Danbury Connecticut

Re: Solid Waste Manager

Dear Mayor and Council Members:

Please accept the following in response to your request for an opinion concerning whether or not the proposed appointment of Mr. Michael Cech to the position of Solid Waste Manager is within the Mayor's authority and within the scope of the Charter.

Please be advised that Charter section 6-3 provides in pertinent part that, "When not otherwise provided, all heads and all officers of the foregoing departments,...shall be appointed by the mayor and confirmed by the common council. All other employees of the city shall be appointed by the mayor." Among the departments so referred to is the Department of Public Works. Accordingly, the Mayor has the authority to make appointments to positions within the Department of Public Works.

The authority establishing that department is contained in Charter section 6-7. In subsection 6-7(a), it is stated that the Director of Public Works, "...shall organize the work of the department in such a manner as shall be deemed most economical and efficient by the director,...." Further, that subsection also provides that, "Subject to the approval of the mayor, the director may perform the duties of any office in the department...."

Hon. Joseph H. Sauer, Jr.
Hon. Members of the Common Council
Re: Solid Waste Manager

October 28, 1988

-2-

Accordingly, the Director of the Public Works department may, with the approval of the mayor, perform the duties associated with the operation of the landfill. It is the opinion of this office that these responsibilities, once assumed by the director, may be performed by others who remain responsible to the director. Thus, the operation of the landfill may be performed by one who occupies the position of solid waste manager.

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

Sincerely,



Eric L. Gottschalk
Assistant Corporation Counsel

ELG:cr



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

Honorable Mayor Joseph H. Sauer
Honorable Members of the Common Council

Re: Appointment as Solid Waste Manager

The committee appointed to review the request from Mayor Sauer to appoint Michael Cech to the position of Manager of Solid Waste met on Monday, October 24, 1988 at 8:30 P.M. in Room 432 in City Hall. In attendance were committee members Bundy, Regan and Flanagan. Also present were Director of Public Works Daniel Minahan, Coordinator of Environmental Health Services Jack Kozochowski, Superintendent of Highways David Gervasoni, Director of Personnel Manny Merullo, Acting Director of Finance Dominic Setaro, Mayoral Aide Michael Cech and Council Members Bourne and Danise, ex-officio.

Mr. Bundy discussed the Mayor's letter of September 27, 1988 wherein he expressed his desire to create a new position in the Public Works Department entitled Manager of Solid Waste. The garbage situation and its accompanying problems and possible solutions were outlined along with the urgency of the situation especially as regards the landfill.

Mr. Regan asked questions regarding the Table of Organization and how it would be affected if the new position was approved. Mr. Minahan explained that the position would be under his supervision and the person filling the slot would report to him. Mr. Bundy requested Mr. Minahan to clarify an apparent contradiction in the communication entitled "General Manager of Solid Waste Job Description". Specifically, on page 3, paragraph 1 it is stated, "He would report directly to both the Public Works Director and the Mayor while on the schematic it is shown that the General Manager of Solid Waste reports only to the Director of Public Works. Mr. Minahan explained that the schematic was correct and the narrative was incorrect. Therefore it is established that the new position would report directly to the Director of Public Works.

Mr. Minahan elaborated on the need for a Manager of Solid Waste pointing out that the decision this City makes regarding the disposal of waste would be one that will impact all of us for the next 20 to 25 years. He went on to state that it is his feeling that Mr. Cech is well qualified and quite knowledgeable in the field, having participated on a daily basis in keeping abreast of the City's position on this issue. Mr. Cech has represented the City at meetings held by the HRRR and the CRRA. He has participated along with Mr. Bundy in

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examining all alternatives in the garbage disposal industry having several on the Technical Advisory Team and the Mayor's Select Task Force for recycling.

Mr. Bundy produced for the committee's review a letter from Nick Nero, Civil Service Commissioner, which stated that the position of Manager of Solid Waste would be exempt from Civil Service. Mrs. Danise asked Mr. Cech if he felt uncomfortable in that he would not be protected by Civil Service and therefore be serving at the discretion of the Mayor. Mr. Cech responded that he felt that his performance would benefit the City and he had confidence that the job would only last four to five years. As far as Civil Service protection Mr. Cech advised that he personally requested the exemption so as not to create a position which would become permanent thereby burdening the City with the expense of filling a position which may become unnecessary five years from now.

Mr. Flanagan asked Mr. Cech as to why he felt this problem warranted a full time position and was not one that could be handled along with his other duties. Mr. Cech responded by stating that the position requires the full attention and resources of a qualified person due to its magnitude and potential impact on the community in the years to come. He went on to state that the landfill and its present condition is approaching a critical stage and demands full time attention. The problem as regards resource recovery is its constantly changing technology that demands one to be on top of the situation. Mr. Cech further advised that the Mayor was the individual who wished to create a separate position for this problem basing his decision on the amount of work required to protect the City and to insure that its populace get the best available solution on board and working as soon as possible.

Mr. Setaro stated that the salary and accompanying benefits for the position would amount of \$63,967 and be certified that it would be paid out of the Landfill account.

Mr. Flanagan expressed concern over the legality of creating this position and wanted to be assured that it is within the scope of the Mayor's authority.

Mr. Bundy made the motion to recommend to the Common Council that Michael Cech be appointed Manager of Solid Waste for the City of Danbury with such position being a Mayoral appointment and subject to Corporation Counsel's written opinion stating that this appointment is within the Mayor's authority and within the scope of the City Charter and subject to certification of the October 4, 1988 communication entitled, "Landfill Fund Adjustments and Others" from Dominick Setaro to the Common Council. Seconded by Mr. Regan. Motion carried unanimously

Respectfully submitted,

ROGER M. BUNDY, Chairman

ARTHUR D. REGAN

STEPHEN D. FLANAGAN



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

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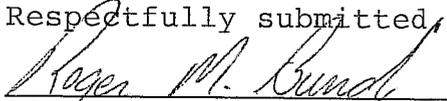
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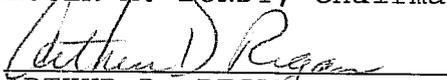
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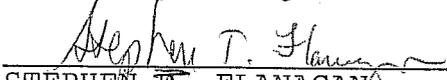
Respectfully submitted,



ROGER M. BUNDY, Chairman



ARTHUR D. REGAN



STEPHEN D. FLANAGAN



43

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

November 1, 1988

Honorable Mayor Joseph H. Sauer
Honorable Members of the Common Council

Re: Discount for Paying Taxes in Full in Advance

The Common Council Committee appointed to review the possibility of giving a discount to citizens who pay their taxes in full in advance met on October 6, 1988 at 7:00 P.M. in Room 432 in City Hall. In attendance were committee members Charles and Nimmons.

A letter from Assistant Corporation Counsel Eric Gottschalk to Mayor Joseph Sauer was read. The letter stated that no statutory authority was available without an enabling act. Waterbury is the only City in Connecticut that has such an act. A letter from the Waterbury Tax Collector was read. It stated that a one percent discount was allowed if property taxes were paid in full. Taxpayers did not avail themselves of this discount since interest from banks was more attractive.

Mr. Nimmons made a motion not to recommend the discount. Seconded by Mr. Charles. Motion carried unanimously.

Respectfully submitted,

Louis T. Charles

LOUIS T. CHARLES, Chairman

James E. Nimmons

JAMES E. NIMMONS

Michael S. Fazio

MICHAEL S. FAZIO



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

November 1, 1988

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Mr. Nimmons made a motion not to recommend the discount. Seconded by Mr. Charles. Motion carried unanimously.

Respectfully submitted,

LOUIS T. CHARLES, Chairman

JAMES E. NIMMONS

MICHAEL S. FAZIO



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

ROBERT T. RESHA
CORPORATION COUNSEL

ERIC L. GOTTSCHALK
LASZLO L. PINTER
JOHN JOWDY
GEORGE S. SAKELLARES
ASSISTANT CORPORATION
COUNSEL

PLEASE REPLY TO:

DANBURY, CT 06810

August 31, 1988

MEMO TO: Hon. Joseph H. Sauer, Jr., Mayor

FROM: Eric L. Gottschalk, Assistant Corporation Counsel

RE: Discounts for Early Taxpayers

I have reviewed the above-referenced proposal at the request of the Common Council. I find no statutory authority permitting such an approach and without that we cannot go forward.

Waterbury is the only municipality having a tax discount program. I contacted Attorney George Tzezos of the Waterbury Corporation Council's office and subsequently received the attached information from the Waterbury Tax Collector. Apparently, Waterbury obtained authority for their program through a Special Act of the Connecticut General Assembly applying only to the City of Waterbury.

I am told that the reaction to the Waterbury experience has been generally negative. The discount is one percent and is not often utilized since bank rates are more attractive. Other problems were identified as well, see the attached letter. Accordingly, I recommend that you advise the Common Council committee or forward a copy of this letter to them.


Eric L. Gottschalk

ELG:cr

Attachment

43
AUG 26 1960

I should make note that with banks, especially tax accounts the discount is not taken advantage of because the taxes are paid in two installments. Also to be taken into consideration - if Danbury collects Motor Vehicle taxes in one installment - how would you treat that - since you are not enticing the taxpayers to pay their both installments up front.

There's also the factor of the taxpayer who pays on installment the beginning of July, comes in a week later to pay the second installment + wants his discount, which can't be done and you have an irate customer.

Just thought I could let you know a couple of the things we encounter as we go along.

If we could be of any further assistance to you feel free to call - 5746810

Concha Maiorano
Tax Collector

P.S.

People feel, too, that with only the 1% discount, they would rather leave their money in the bank + collect interest on it.



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

November 1, 1988

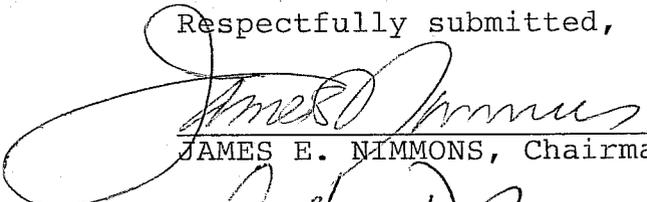
Honorable Mayor Joseph H. Sauer
Honorable Members of the Common Council

Re: Request for Extension of Time for Sewer Extension
at Boulevard Drive

The committee appointed to review the above request met on October 18, 1988 at 7:50 P.M. in City Hall. Present were Committee Members Nimmons and Regan. Also attending were City Engineer Jack Schweitzer, Superintendent of Public Utilities William Buckley and the petitioner, Nelson Podhauser.

Mr. Schweitzer and Mr. Buckley agreed to the extension of time. Mr. Regan made a motion to approve the extension of time. Seconded by Mr. Nimmons. Motion carried unanimously.

Respectfully submitted,



JAMES E. NIMMONS, Chairman



ARTHUR D. REGAN



BERNARD P. GALLO



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

November 1, 1988

Honorable Mayor Joseph H. Sauer
Honorable Members of the Common Council

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Respectfully submitted,

JAMES E. NIMMONS, Chairman

ARTHUR D. REGAN

BERNARD P. GALLO



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

November 1, 1988

Honorable Mayor Joseph H. Sauer
Honorable Members of the Common Council

Re: Downtown Redevelopment Project - Financial Subject
Matter Only

The Common Council Committee appointed to review the Downtown Redevelopment Project met on October 19, 1988 at 7:30 P.M. in Room 432 in City Hall. In attendance were committee members Nimmons, Eriquez and Flanagan. Absent were committee members Renz and Fazio. Mr. Fazio had a previous business commitment. Also in attendance were Council Members Shaw, Charles, Bourne, Connell, Bundy and Moran, ex-officio. Also, Jack Sullivan, A. Roberts, Barbara Susnitsky, John Turk, Boyd Lossee, Attorney Ward Mazzucco, Attorney Neil Marcus, Attorney Robert Resha, Dominic Setaro, Dr. Robert Fand, Scott Ziegler, Clarice Osiecki and others.

After a question and answer period between committee members and representatives of the Redevelopment Agency and Mr. Errichetti's company, Mr. Flanagan made a motion that the committee recommend to the Common Council rejection of the proposal to amend the Master Agreement. Seconded by Mr. Eriquez.

After an extensive response against the motion from Mr. Errichetti's representatives and additional responses in favor of the motion, there being no further discussion the Chair called for a vote. The vote was unanimous to reject the proposed amendment to the Master Agreement.

The Chair thanked everyone for their patience and cooperation, and he expressed the feeling to all present that at future committee meetings on the Downtown Redevelopment Project the same cooperation will continue.

Respectfully submitted,

MICHAEL FAZIO

JAMES E. NIMMONS, Chairman

GENE F. ERIQUEZ

GARY D. RENZ

STEPHEN FLANAGAN



46

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

October 25, 1988

TO: Honorable Mayor Joseph Sauer
Honorable Common Council Members

RE: Assistant City Clerk's Position
Item #8, September 1988

FINAL REPORT

The Committee to review the above met on September 22 and October 24. At the 10/24 meeting in attendance were committee members--L. Bourne (Chair), B. Gallo, S. Flanagan, and B. Connell (A. Cresci was unable to attend due to a work commitment). Ex-officio members present--J. Esposito and A. Regan throughout; and at times, M. Fazio, R. Bundy, H. Moran and M. Danise. Also attending, City Clerk, Mrs. E. Crudington.

Discussion began with Mr. Gallo explaining why this item was proposed for review. The Chair in response read to the Committee Corporation Counsel's summation (P.4, copy attached). The Chair stated that there does seem to be ambiguity in the Charter. However, the Council cannot correct those ambiguities through an ordinance but only through a Charter Revision Commission (Council and voter approval of the change).

Mr. Flanagan moved to recommend no change to the Assistant City Clerk's position. Mr. Connell seconded. In discussion, Mrs. Bourne asked about the addition of "Legislative Aide" title. Noone supported a change as being necessary. The motion passed with Council members Connell, Flanagan and Bourne voting yes, and Gallo no.

The Chair moved to adjourn at 7:21 P.M.

Respectfully submitted,

Lovie D. Bourne

S. Flanagan

B. Connell

B. Gallo

A. Cresci

LDB/eos

Attachments:

Corporation Counsel's Opinion dated 10/14/88

Personnel Director & Civil Service response dated 10/21/88



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

October 26, 1988

Honorable Mayor Joseph Sauer
Honorable Members of the Common Council

Re: **EXCHANGE OF EASEMENTS-REDEVELOPMENT AGENCY OF THE CITY
OF DANBURY AND H.M. ZOTOS REALTY CORPORATION (ZOTOS)**

FINAL REPORT

The Committee appointed to review the above met again on October 25, 1988, at 7:33 P.M. in Room 432 of City Hall.

In attendance were Committee members Bourne (Chair), Cassano and Fazio (arrived 12 minutes late). No ex-officio members were present. Others in attendance were: Assistant Corporation Counsel, Les Pinter, Attorney Fran Collins (representing the Zotos'), Michael Zotos, and Attorney Jim Maloney, representing the Redevelopment Agency.

The Appraisal:

At the Committee's August 30th meeting the Chair raised the question as to why no appraisal had been completed on the parcels in question. Committee member Fazio echoed the Chair's concerns as did Councilman Charles. Jack Sullivan, Atty's. Collins and Maloney agreed to an appraisal of the parcels. Robert N. Noce, SREA, CRE, SR/WA of Robert N. Noce Associates, Inc., completed the appraisal (copy attached). Mr. Noce, as detailed in his qualifications, has been active in the real estate business for thirty (30) years.

In analyzing whether or not there are any differences in value involved in this exchange of easements, Mr. Noce wrote, "There can be no construction on either easement area. This limits the use to the provision of access to the rear from Liberty Street. On this basis the differences in land area have no bearing on value. Each party is considered to benefit equally by the exchange. Therefore, an estimate of value for each of the easements is not considered necessary."

Corporation Counsel:

After reviewing the proposed agreement, Atty. Les Pinter had six areas of concern as addressed in his September 29, 1988, memo (copy attached) to the Chair. These items were discussed one by one and all have now been addressed in the Agreement to the satisfaction of Atty. Pinter.



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

PROGRESS REPORT

Honorable Mayor Joseph H. Sauer
Honorable Members of the Common Council

Re: Update on City's Garbage Disposal Position

The Common Council Committee appointed to review an update report on the City's garbage disposal position met on Tuesday, October 18, 1988 at 7:00 P.M. in the Common Council Chambers in City Hall. In attendance were committee members Bundy, Regan, Flanagan, Fazio and Godfrey. Also in attendance were Council Members DaSilva and Esposito, ex-officio, Superintendent of Public Utilities William Buckley, City Engineer Jack Schweitzer and Mayoral Aide Michael Cech.

The purpose of the committee meeting was to hear a presentation by Reuter Resource Recovery, Inc. of Eden Prairie, Minnesota. Representatives from the Reuter Company included Dominick Machia, Sales Representative, Roger Davis, Director of Marketing and Anthony Laudano, Distribution Representative. It should be noted that Reuter is the company visited by representatives of Danbury City government as well as representatives of other towns who are members of the HRRRA in March, 1988.

Mr. Davis addressed the assembly and reviewed the front end recycling system Reuter employs to produce Resource Derived Fuel (RDF) and Compost as well as recyclables. Mr. Davis stated that all but 10% of the waste is recycled leaving the residuals to be landfilled or burned. Reuter currently has one plant in operation located in Minnesota. The company is building an 800 ton per day (TPD) in Florida which will produce compost exclusively. Mr. Davis commented on the fact that Reuter had obtained the necessary licensing and permitting in Florida and does not anticipate problems in Connecticut although it could be a time consuming operation (9-11 months). A video tape of the operation as well as a slide presentation was shown at the meeting.

Mr. Davis stated that the fuel pellets (RDF) have been undergoing testing at the University of Texas and have so far been deemed to be cleaner than coal. The pellets were tested out as being 20% of the minimum standard on heavy metals and produce a good burn as regards an energy source. Reuter provides its own financing which would approximate \$40,000 to build a facility in Danbury. Reuter tipping fee would be approximate \$55 per ton with escalation based on the Consumer Price Index only. Mr. Davis stated that the company has the market to take all recyclable materials as well as compost. Guarantees that would be required

are simply that the community guarantee the necessary garbage. There are host town benefits that can be negotiated with the City at the time of contract. Regarding land acquisition it can be assumed that if the City provides suitable property then the tipping fee would be lower.

Mr. Davis acknowledged the fact that the recyclable markets may become soft in the future. However, the operation bases its profit/loss on the tipping fee and compost/RDF not income from recyclables.

A more detailed analysis of the Reuter proposal will be forthcoming as the committee deems necessary. Within the next month four more companies in the industry will make similar presentations to the committee

Respectfully submitted,

ROGER M. BUNDY, Chairman

ARTHUR D. REGAN

STEPHEN T. FLANAGAN

MICHAEL S. FAZIO

ROBERT D. GODFREY



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

October 26, 1988

TO: Honorable Mayor Joseph Sauer
Honorable Members of the Common Council

RE: **LEASE - CITY OF DANBURY AND NEW ENGLAND
AIRCRAFT SALES (N.E.A.S)
#63, January 1988**

FINAL REPORT

The Committee charged to review the above met again on October 13, 1988, in Room 432 of City Hall at 7:47 P.M. In attendance were committee members L. Bourne (Chair) and R. Godfrey. Mr. Shaw was in Arizona. Also attending were: Asst. Corp. Council, Les Pinter; Atty. David Bennett for Mr. Whalen; Ron Whalen, Aviation Commission members, Ron Scalzo and Robert Gawe, and F.B.O., Frank Giumarra.

As a reminder, this lease is for the airport's first "AIRPORT TENANT." The major differences Airport Tenant vs. an FBO is that the "tenant" can operate only in one category and leases less than five acres.

The major change in the lease from the Committee's Progress Report of September 2, 1988, is the term of the lease. After intense discussion a compromise was reached at 25 years and one fifteen (15) year renewable option, instead of 10 years.

Messrs. Pinter, Scalzo and Bennett all had high praise for the written document. Mr. Scalzo said that this lease would be a model for future airport leases.

After reviewing the lease in its entirety, Mr. Godfrey moved to recommend to the Council approval of the lease. Seconded by Mrs. Bourne. Passed Unanimously.

Mrs. Bourne moved to adjourn at 8:45 P.M.

Respectfully submitted,

Lovie D. Bourne
Chair

Robert Godfrey

William Shaw

LDB/eos
Attachment



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

PROGRESS REPORT

November 1, 1988

Honorable Mayor Joseph H. Sauer
Honorable Members of the Common Council

Re: Ice Skating Rink

The committee appointed to study "Development of an Ice Skating Rink met on Thursday, October 20, 1988 in Room 432 of City Hall at 7:30 P.M. In attendance were committee members Bundy, and DaSilva. Also in attendance were Director of Parks and Recreation Robert Ryerson, City Engineer Jack Schweitzer and Council Member Regan, ex-officio. Comptroller Dominic Setaro advised the committee in writing of his involvement with the project and his willingness to assist in any way possible.

Mr. Bundy requested information from the City Clerk's Office regarding Common Council activity regarding the ice rink. Mr. Bundy was assured by the City Clerk that the information given to him was all data regarding the issue. The following represents a synopsis of the activity:

March 4, 1985 - Presentation of a \$5.6 million recreational and cultural development plan requiring voter approval for bonding of which \$1,650,000 was included for ice skating rink (indoor) located at Hatters Park as part of the Town Park-Hatters Park linear recreational complex.

March 4, 1986 - Ad hoc committee regarding Cultural/Recreational Bond Issue met on January 15, 1986 and February 19, 1986. The committee which was chaired by Gene Eriquez proposed a \$5,264,000 Cultural/Recreational Bond Issue as one question to the voters. The bond included \$2,145,000 for the ice skating rink. The rink was to be completed in 1988.

December 15, 1986 - Ad hoc committee regarding request to amend the Recreational/Cultural Bond Referendum chaired by Joseph DaSilva met to consider changing the site of the ice skating rink. A question was raised as to adequate parking for the 1500 permanent seat facility. No action was taken due to the linear park concept previously accepted and "because this project has proceeded to a significant degree with funds expended for site plan and schematics.

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Bonding and Ordinance Information - The following Ordinance was enacted at a meeting of the Common Council held May 6, 1986 and approved by the Mayor on May 7, 1986.

"An Ordinance appropriating \$2,909,000 for the planning, and acquisition and construction of an ice skating rink and authorizing the issuance of \$2,909,000 bonds of the City to meet said appropriations and pending the issue thereof the making of temporary borrowings for such purpose."

1. Acquisition and planning and construction of an enclosed ice skating rink in Hatters Park.
2. Pavement of the adjacent parking lot.
3. Purchase of related equipment including a zamboni machine.
4. Engineering and Architect fees.
5. Fees, interest, legal, administrative and other related costs.

Approved by Referendum on June 17, 1986.

Recreational/Cultural Bond Issue - \$5,264,000.

On September 12, 1988 Mr. Bundy had a meeting with Mr. Setaro to discuss the current status of the approved funding for the project. Mr. Setaro advised that the original proposal for the ice skating rink was made in March, 1985 and was estimated at \$2,909,000 which broke down as follows:

Construction	\$ 1,655,000
Architects	290,000
Equipment	200,000
Contingency	321,750
Bond Issue Expense	44,000
Bond Interest Expense	398,250
Total	\$ 2,909,000

The site selection of Hatters Park was, according to the Common Council correspondence based on the linear park concept which locates several recreational facilities in the same area. However, as early as December 15, 1986 there was concern that the site was inadequate to accomodate parking for a 1500 permanent seat facility. It is unclear where the 1500 number came from since subsequent architectural plans call for either a 750 or 1000 seat facility. In any case there is not adequate space at present for parking whether it be for 750, 1,000 or 1,500.

On January 16, 1987 a meeting was held at the Danbury Parks and Recreation Department. Present at the meeting were the following: Robert Ryerson, Leonard Sedney, former Planning Director, Basil Friscia, former Public Works Director, City Engineer Jack Schweitzer, Assistant Corporation Counsel Eric Gottschalk and others. Also present were the Architects retained by the City. The purpose of this meeting was to review the schematic design progress. Drawings and a model were presented and generally approved. Discussion was held and several potential

*Stecker, LaBau, Arneill, McManus

problems were brought out. Specifically,

1. The issue of parking was discussed. The 160 cars shown on the site plan is the maximum for the site. However, it was noted that nearby parking areas could augment on-site parking. The architect suggested a comprehensive study of the entire recreational area could resolve some of the parking problems. The owner requested a proposal to design additional parking across Hayestown Road.

2. Water is available on Hayestown Road. The question of sewer is unresolved. The contract documents will call for a septic system although a sewer hook-up may be available by the time construction is complete.

3. It was noted that Northeast Utilities has flood rights to the 440' elevation which incorporates the entire site. A license is required to build below the 440' elevation. The architect will provide a preliminary site plan showing existing grades and the proposed floor elevation to expediate the process.

Subsequent to the January 16, 1987 meeting the architects submitted a "Cost Estimate At Design Development Stage, Revision I". This estimate was dated April 6, 1987 and totaled \$3,625,830. In August the architects submitted a report to the City from Purcell Associates regarding "Sewage Disposal Danbury Ice Rink". In essence, the report states that the cost for sewage disposal via a vis storage tanks and weekly pumping would range from a best case scenario of \$45,000 for tanks with a \$3,500 per week pumping fee to a worst case scenario of \$148,500 for tanks with a \$6,335 per week pumping fee. These costs are enormous add-ons when one considers the City has property available with the necessary sewer accommodations.

The cost to the City for the plans totaled \$327,000 and broke down as follows:

Schematic Design	\$ 61,000
Design Development	280,000
Contract Document	153,000
Construction Observ.	<u>33,000</u>
Total	\$ 327,000

As of November 5, 1987 all but \$33,000 (construction observ.) has been paid to the architects.

On March 10, 1988, City Engineer Jack Schweitzer sent a letter to the architects stating that the City did not want to incur any additional expenses except for Construction Observation. The architects had no other work tasked to them for which the City could have been billed at this time.

The proposal and plans submitted by the architects exceeded the approved referendum amount by nearly \$2,000,000 when one considers that the monies allocated for the construction, equipment, and contingency totaled \$2,176,750 and, the cost of their design was \$3,625,830 plus the sewage disposal costs. The design, it must be noted, contains no plans or costs for the parking facilities either. This would also lead to increased costs.

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There is another proposal on the construction of an ice skating rink which was submitted by HONCO SYSTEMS, INC. in a letter dated March 28, 1988. This proposal includes all work and material needed to provide a fully functioning ice skating rink. However, the proposal excludes all work and materials beyond ten feet of the perimeter of the rink. The only work beyond this limit that will be undertaken by HONCO are the installation of septic tanks and one access to the site that will extend completely around the building. This proposed rink is not as elaborate as the one proposed by Stecker, LaBau, etc. However, even without some of the amenities HONCO's proposal is sufficient to meet the City's demands at a cost of \$2,191,800. Additional costs would still include parking facilities and sewage disposal facilities. It should also be noted that the cost of preparing architectural plans for the HONCO rink is \$75,000 as opposed to the \$327,000 sans \$33,000 that was charged by Stecker.

A major element not as yet addressed in any communications reviewed by Mr. Bundy surfaced for the first time in the HONCO letter of March 28, 1988. That is the fact that the ground may not have a sufficient compaction ratio to support the structure. The site works would entail compaction if the rink was to be constructed. The costs of such service would be approximately \$350,000 (additional).

During discussion, the committee discerned the following facts from Mr. Schweitzer:

1. As regards the Hatterstown Park site Engineering has found that soil conditions are insufficient to support the structure. Soil compaction at a cost of \$350,000 may solve this problem.
2. There are still no sewage disposal facilities in this area and the water is not owned by the City. A pumping station is planned but not yet constructed. It has been approved but the City still needs a sewer line at the site.
3. There is a problem with Northeast Utilities, specifically, the line.

Mr. Ryerson advised the committee that the proposal by Stecker, etc. was not requested or commissioned by him. He further advised that Mr. Sedney and Mr. Dyer were personally involved with the planning of the ice rink.

It has been determined that there is \$1,655,000 appropriated for the construction of this facility and \$290,000 appropriated for architectural expenses. The City has already spent \$294,000 to Stecker with another \$33,000 to be charged by them if their plan is selected. Quite obviously the City does not have the necessary funding available to pursue this project at the present time. At least not in the way it was originally proposed. To recap, the Stecker proposal would cost \$3,625,830 plus parking and sewage disposal (\$3,500 - 6,335 per week); HONCO's plan would cost \$2,191,800 plus parking and sewage disposal. The City has \$1,655,000 to spend under the present approved plan. It is clear that the City has underfunded this project even with a best case scenario in 1986. In the case of Stecker it amounts to -1,907,830 plus parking and sewage disposal and in the case of HONCO it amounts to -536,800 plus parking and sewage disposal.

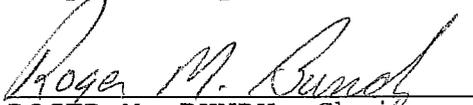
It is the feeling of the committee that the City would need an additional \$1 - 1.5 million more to accomplish the original objective based on facts in this report. Since the referendum specified an amount and a site it is not within the power of government to change what has been voted upon by the electorate.

At this time the committee makes the following recommendations and charges to the Mayor's office:

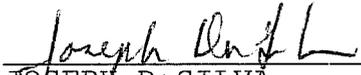
1. To direct the Corporation Counsel to review the referendum on this issue specifically, what are the responsibilities of the Common Council as regards monies appropriated and if changes are necessary in financing and/or site location is a new referendum mandated. A report should be submitted to the committee chairman within thirty days.

2. To direct the Planning Director to examine the feasibility of locating the ice skating rink at the following locations: Danbury High School, Broadview Junior High School, Kenosia, Rogers Park Junior High School, City owned property on Osborne Street, Dryska Property, Tarrywile Park, Airport Property. The Planning Department should keep in mind that City sewer and water should be considered a primary requisite as well as soil compaction, ratio and parking. A report back within 60 days is required. It may be advisable to contact Schools Superintendent Anthony Singe for input regarding this matter.

Respectfully submitted,



ROGER M. BUNDY, Chairman



JOSEPH DaSILVA



BARRY J. CONNELL



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

PROGRESS
REPORT

November 1, 1988

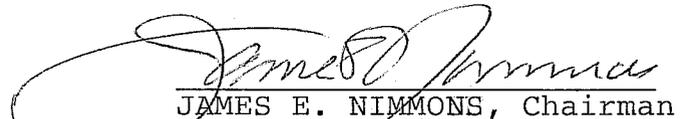
Honorable Mayor Joseph H. Sauer
Honorable Members of the Common Council

Re: Request for Water Extension - Meadowbrook Road

The Common Council Committee appointed to review the above request met at 7:30 P.M. on October 18, 1988 in City Hall. Present were Committee Members Nimmons and Regan. Also attending were City Engineer Jack Schweitzer, Superintendent of Public Utilities William Buckley and the petitioner, Frank Nazzaro.

On the recommendation of Mr. Schweitzer and Mr. Buckley, Mr. Regan made a motion to take no action until the petitioner receives further information and consults with Mr. Buckley regarding the water extension request. Seconded by Mr. Nimmons. Motion carried unanimously.

Respectfully submitted,


JAMES E. NIMMONS, Chairman


ARTHUR D. REGAN


BERNARD P. GALLO



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

Received
10/17/88

Welfare Department
797-4569

Honorable Joseph H. Sauer, Mayor
City of Danbury
Danbury, Connecticut 06810

10/13/88

Dear Mayor Sauer:

I am requesting approval for a new staff person and funding for the position. The title of the position is Housing Services Coordinator.

The scope of the responsibilities would encompass three areas:

Overflow Shelter Coordination to include volunteer recruitment, space acquisition, and supply allocations.

Eviction Coordination serving as the City liaison with the areas sheriffs and tenants; scheduling with the highway or parks departments the removal of eviction belongings from City streets, securing and monitoring storage and the auction of the belongings in accordance with Ct. State Statutes.

Relocation Coordination assume responsibilities associated with the Uniform Relocation Assistance Act: determining eligibility in conjunction with the Corporation Counsel, authorizing Emergency shelter and relocation expenses.

This position should be DMEA classified at level 8, with annual salary of \$16069. to 18403.

Don
does this
need a
certification?
Is she looking
for supplies?

Sincerely,

Deborah MacKenzie
Deborah MacKenzie

63

October 31, 1988

City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Honorable Mayor Joseph Sauer
Honorable Members of the Council

RE: Committee to review Mobile Home Taxation

The committee was convened at 19:30, October 26th, 1988, with committee members Shaw and Moran, Mr. Da Silva was absent due to a prior commitment. Ex Officio member Charles. Others in attendance were mobile home owners, Mr. Dascano, Gibson, Roveto and Mrs. Dascano, Cutbirth, Di Mici, and Holohan. Attorneys Winslow and Currier were also in attendance.

Mr. Moran made a motion that we recommend to the Common Council that the taxes on mobile homes be frozen at the level of fiscal 1986-1987, until a more equitable formula of taxation may be established. Attorney Winslow said if this motion were approved, they would seek a court order ruling it null and void. Mr. Moran then withdrew his motion.

Mr. Shaw then asked the mobile home owners if they felt they were overtaxed last year, and unanimously they said no, but their attorneys were against this motion. I further stated we were only attempting to find a meeting of minds between the mobile home owners and the city.

The meeting was then adjourned with the next date to be kept in a court of law.

Respectfully submitted,


William H. Shaw
Committee Chairman

Hank Moran

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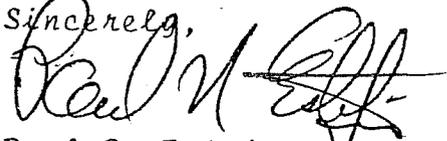
October 21, 1988

Mayor Joseph H. Sauer
City of Danbury
City Hall
155 Deer Hill Avenue
Danbury, Connecticut

Dear Mayor Sauer:

The main runway here at Danbury Municipal Airport (8/26) needs to be rebuilt. In a recent meeting with the F.A.A. in Burlington, Mass. they have advised us that they will fund the total reconstruction of runway 8/26 here at Danbury Municipal Airport. The total approximate cost is \$4,000,000.00. of which the F.A.A. will fund \$3,600,000.00, the State of Connecticut's share is \$300,000.00 and the Cities Share is \$100,000.00. The City of Danbury's share if approved can come of the money from the land sale to the State of Connecticut. If you have any questions concerning this request please feel free to contact me.

Sincerely,


Paul D. Estefan
Airport Administrator

CC: Mr. Dominic Setaro
Director of Finance

disk6/Mayor22

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WHEREAS, the Federal Aviation Administration of the United States Department of Transportation and the Bureau of Aeronautics of the Connecticut Department of Transportation make funds available through the Airport and Airway Safety & Capacity Expansion Act of 1987; and

WHEREAS, the City of Danbury through the Danbury Municipal Airport intends to Reconstruct Runway 8/26; and

WHEREAS, the City of Danbury will make application for a federal and state grant in the amount not to exceed \$3,900,000.00 with a local match of two and one-half percent equalling an amount not to exceed \$100,000.00.

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor of the City of Danbury, Joseph H. Sauer, Jr., is hereby authorized to make application for said grant, and that any and all additional acts necessary to effectuate said program be and hereby are authorized.

November 1, 1988

Honorable Mayor Joseph Sauer
Honorable Members of the Common Council

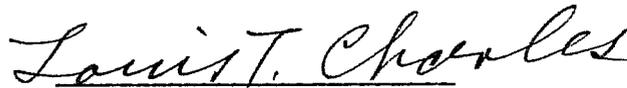
We, the undersigned Councilmembers, request the formation of an ad hoc committee to study the possibility of alleviating the tax burden placed on Danbury homeowners by the recent revaluation.

We recommend that the committee consider, among other options, the following:

1. A restructuring of the recent tax assessment. This may include a rollback to the tax assessments in existence before the United Appraisers revaluation, followed by a phase-in of the evaluation increase as allowed by State Statute Sec. 12-62.
2. Institution of a single criterion approach to assessment of residential and non-residential properties. The United Appraisers evaluation assessed the residential properties according to market value, while the non-residential properties were assessed on a replacement cost basis. This discrimination should be eliminated.

As a point of personal privilege, the undersigned request that they be appointed to the ad hoc committee.

Respectfully submitted,


Louis T. Charles


Anthony J. Cassano


Bernard P. Gallo



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

November 1, 1988

Honorable Mayor Joseph H. Sauer
Honorable Members of the Common Council

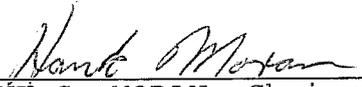
Re: Resolution of the DEP Order Regarding the Former
Salt/Sand Facility Located in the King Street Area

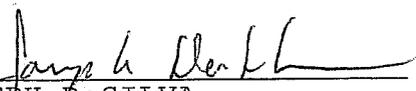
The ad hoc committee appointed to review the resolution of the DEP order regarding the former salt/sand facility located in the King Street/Clapboard Ridge Road area met in the Fourth Floor Lobby in City Hall at 7:00 P.M. on October 13, 1988. In attendance were committee members Moran, DaSilva and Nimmons. Also in attendance were Daniel Minahan and Dominic Setaro.

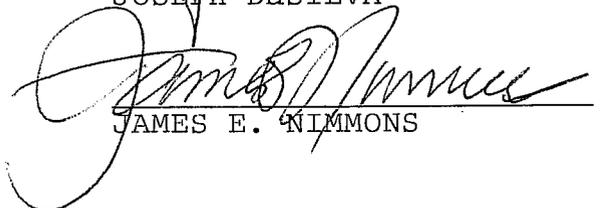
Mr. Minahan explained the urgency of the matter. Failure to comply with this order subjects the recipient to penalties under Sec. 22A-438 and injunction under Sec. 22A-435 of the Connecticut General Statutes. This was entered as an order of the Commissioner of Environmental Protection on April 2, 1987 to the City of Danbury. Mr. Setaro stated that money in the amount of \$100,000 has been set aside to cover this expense.

Mr. DaSilva made a motion to appropriate the sum of \$99,429.61 to clean up the salt/sand problem on Clapboard Ridge as per the order from the DEP pending certification from the Comptroller and that the Mayor be authorized to enter into any agreement to achieve completion of the Order.

Respectfully submitted,


HANK S. MORAN, Chairman


JOSEPH DaSILVA


JAMES E. NIMMONS