

COMMON COUNCIL MEETING AGENDA

APRIL 5, 1983

Meeting is called to order at 8:00 O'Clock P.M. by the Honorable Mayor James E. Dyer.

PLEDGE OF ALLEGIANCE TO THE FLAG

PRAYER

ROLL CALL

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

19 Present 2 Absent.

NOTICES FROM MAYOR DYER

CONSENT CALENDAR

The Consent Calendar was

MINUTES OF COMMON COUNCIL MEETING HELD March 1, 1983.

The Minutes were

01
CLAIMS

Francine Silverman - John H. Woodin, Jr.

The Claims to be referred to the Claims Committee and Assistant Corporation Counsel for Claims - Atty. Terry L. Sachs.

02
RESOLUTION

- Settlement of Claim

CERTIFICATION

The Resolution to be adopted and Claim authorized to be paid

03
COMMUNICATION

- Danbury Tercentennial

The Communication was

04
COMMUNICATION

- Selection of Legal Counsel

The Communication was

05
AGREEMENT

- City of Danbury and Danbury Police Union.

CERTIFICATION

The Agreement was

06
COMMUNICATION

- Request from the Fire Marshal for an Ordinance for Dumpsters.

&
ORDINANCE

The Communication and Ordinance was

COMMON COUNCIL MEETING AGENDA

April 5, 1983 - Page - 2

07 ✓

COMMUNICATION - Connecticut Air Services Inc. to enclose glass hangars at Danbury Airport.

The Communication was

08 ✓

COMMUNICATION - Request by the Board of Education for maintenance funds to be placed in the Bond Referendum.

The request was

09 ✓

COMMUNICATION - Capital Line Item - Improvements at Sokol Property.

The Communication was

010 ✓

COMMUNICATION - Offer by Laurance Sutton, Michael J. Burns & Linda A. Burns of property for sale to the City - 40 acres in the heart of the Parks Property.

The Communication was

011 ✓

COMMUNICATION - City of Danbury vs. Speare Corp. re: Monarch Rd. Royal Rd. & a portion of Corn Tassle Road.

The Communication was

012 ✓

COMMUNICATION - Request by Jules Lang for Sewer & Water - Crows Nest Lane & Great Plain Road.

The Communication was

013 ✓

PETITION - Petition for sewers for Reynolds Rd. Area

The Petition was

014 ✓

COMMUNICATION - Request to accept Carriage House Drive - High Sky Gardens

The Request was

015 ✓

COMMUNICATION - Method of Water billing for Fairview Condominiums.

The Communication was

016 ✓

COMMUNICATION - Interest & Lien Fees on Back Taxes re: 37 Lindencrest Drive

The Communication was

017 ✓

COMMUNICATION - Request of Eller Agency to acquire a parcel of land in the rear of Rockwood Lane.

The request was

COMMON COUNCIL MEETING AGENDA
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018 ✓
COMMUNICATION & RESOLUTION - Sale of Redevelopment Agency Disposition Parcel S-19-1

The Communication & Resolution was

019 ✓
COMMUNICATION - Request for funds for Probate Court

The Communication was

019-1 ✓
COMMUNICATION & CERTIFICATION - Request for funds for Outside Services Account in Budget of Corporation Counsel's Office.

The Communication was

020 ✓
COMMUNICATION - Appointments & re-appointments to Building Code Board of Appeals

The Communication was

021 ✓
COMMUNICATION - Resignations from Zoning Commission

The Communication was

DEPARTMENT REPORTS

022 ✓
Aviation Commission
Sealer of Weights
Housing Inspector
Health Inspector
Coordinator of Environmental Occupational Health Services
Equal Rights & Opportunities
Blood Pressure Program
Fire Chief
Police "

Motion to be made to dispense with the reading of Department Reports as all members have copies which are on file in the Office of the City Clerk for public inspection. Reports to be accepted as submitted

AD HOC COMMITTEE REPORTS

023 ✓
REPORT & RESOLUTION - Title XX Counseling Grant

The Report was accepted and the Resolution was

024 ✓
REPORT & CERTIFICATION - Approval of request for funds for E.I.C.

The Report was accepted and transfer of funds was

025 ✓
REPORT & CERTIFICATION - Approval of funds for Civil Service Commission.

The Report was accepted and the transfer of funds was

026
REPORT &
CERTIFICATION

- Funds for Labor Negotiator

The Report was accepted and transfer of funds was

027
REPORT

- Denial of request for funds for the Volunteer Bureau of Greater Danbury.

The Report was

028
REPORT

- Denial of funds for parts & materials equipment maintenance.

The Report was

029
REPORT

- Request for funds to purchase a street sweeper

The Report was

030
REPORT

- Sunset Review Committee

The Report was

031
REPORT &
ORDINANCE

- Capital Improvement Bond Issue

AN ORDINANCE MAKING APPROPRIATIONS FOR VARIOUS PUBLIC IMPROVEMENTS AGGREGATING \$7,725,000 and authorizing the issuance of \$7,725,000 Bonds of the City to meet said appropriations and pending the issue thereof the making of temporary borrowings for such purpose.

The Report was accepted and Ordinance deferred for public hearing

032
REPORT

- ORDINANCE REVISIONS

The Report was

033
REPORT

- Approval of Sewer & Water for East Hayestown Road.

The Report was

034
REPORT

- Approval of request for Sewer & Water for Raymond Place.

The Report was

035
REPORT

- Approval of Sewer & Water - Beaver Brook Rd.

The Report was

036
REPORT

- Approval of Sewers for Farview Ave. Condominiums.

The Report was

COMMON COUNCIL MEETING AGENDA

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037
REPORT ✓ - Approval of request for Water - Belmont Place.

The Report was

038
REPORT ✓ - Denial of request for adjustment of sewer connection fees for South Gate Condominiums.

The Report was

039
REPORT ✓ - Land Acquisition Committee

The Report was

040
REPORT ✓ - Connecticut Air Service Lease

The Report was

041 ✓
COMMUNICATION - Appointments to the Zoning Commission.

The Communication was

PUBLIC SPEAKING SESSION

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

CONSENT CALENDAR

COMMON COUNCIL MEETING - APRIL 5, 1983

- 02 - Resolution & Certification - Settlement of Claims
- 09 - Communication - Capital Line Item - Improvements at Sokol Property.
- 011 - Communication - City of Danbury vs. Speare Corp. re: Monarch Rd. Royal Rd. & a portion of Corn Tassle Road.
- 19-1- Communication & Certification - Request for funds for Outside Services Account in Budget of Corporation Counsel's Office.
- 021 - Communication - Resignations from Zoning Commission.
- 023 - Report & Resolution - Title XX Counseling Grant.
- 024 - Report & Certification - Approval of request for funds for E.I.C.
- 025 - Report & Certification - Approval of funds for Civil Service Commission.
- 026 - Report & Certification - Funds for Labor Negotiator.
- 027 - Report - Denial of request for funds for the Volunteer Bureau of Greater Danbury.
- 028 - Report - Denial of funds for parts & Materials equipment maintenance.
- 029 - Report - Request for funds to purchase a street sweeper.
- 034 - Report - Approval of request for Sewer & Water for Raymond Place.
- 036 - Report - Approval of sewers for Farview Ave. Condominiums.
- 037 - Report - Approval of request for water - Belmont Place.
- 038 - Report - Denial of request for adjustment of sewer connection fees for South Gate Condominiums.
- 039 - Land Acquisition .
- 040 - Conn. Air Service Lease

COMMON COUNCIL - ROLL CALL

Connie

Joe

	YES	NO
EVERLY JOHNSON	1	
CONSTANCE McMANUS	1	
BERNARD GALLO		1
JOHN McGARRY		1
RUSSELL M. FOTI		1
CAROLE TORCASO	1	
JOHN ESPOSITO	1	
ROBERT GODFREY		1
STEPHEN T. FLANAGAN	1	
NICHOLAS ZOTOS	1	
JOSEPH CHIANESE		1
THORA SKOFF	1	
ANTHONY CASSANO	1	
LOUIS CHARLES		1
ERNEST BOYNTON		1
DIANET BUTERA	1	
JOSEPH DaSILVA		1
JOSEPH DURKIN		1
GENE ERIQUEZ		1
MOUNIR FARAH	1	
EDWARD TORIAN	1	

Connie

COMMON COUNCIL - ROLL CALL

	YES <i>DeSilva</i>	NO <i>DeSilva</i>
EVERLY JOHNSON	✓	
CONSTANCE McMANUS	✓	
BERNARD GALLO		✓
JOHN McGARRY		✓
RUSSELL M. FOTI		✓
CAROLE TORCASO	✓	
JOHN ESPOSITO	✓	
ROBERT GODFREY		✓
STEPHEN T. FLANAGAN	✓	
NICHOLAS ZOTOS	✓	
JOSEPH CHIANESE		✓
THORA SKOFF	✓	
ANTHONY CASSANO	✓	
LOUIS CHARLES		✓
ERNEST BOYNTON		✓
DIANET BUTERA	✓	
JOSEPH DaSILVA		✓
JOSEPH DURKIN		✓
GENE ERIQUEZ		✓
MOUNIR FARAH	✓	
EDWARD TORIAN	✓	

March 1, 1983

RECEIVED

MAR 2 1983

OFFICE OF CITY CLERK

On Feb. 12, 1983, the night of the blizzard in Danbury, I left Marcus Dairy at 10:00pm where I am employed, heading home to 26 Staples St. The roads heading home were so bad I headed to my Grandparents home at 25 Beaver St. (Putnum Towers). I arrived there about one hour later and was on the wrong side of the road. I called my Father who arrived with my Uncle to take my car home if possible. He found snow was packed in the motor and the steering was affected. He got it down the road a short distance and backed off the road about 1½-2' in front of Stetson Hats Outlet Store, right on the turn into Lake Avenue.

We called the Police Dept. to let them know we couldn't move it any further and were told it could possibly be towed if it was hindering plowing.

The next morning, Saturday Feb. 13, my Mother went down to dig out around it as we were going to have it towed home and she found the fender, lights and side damaged. Truck tracks from a large tire were very close to the car. My Grandfather saw no traffic much that night other than plows. The car was not in the road area at all. I just bought the car in September for \$3000 which I paid for by working part time. I attend Henry Abbott School.

I would certainly appreciate knowing if the City feels they were responsible for this. I was told to get an estimate by Mr. Fabiano which I have enclosed. My headlight is facing to the right and does not shine straight ahead now.

Sincerely,

John H. Wooden, Jr.

26 Staples St.

POLICE ACCIDENT REPORT

PR-1 Rev. 2-81

USE ONLY
 Please send to: STATE OF CONNECTICUT
 DEPARTMENT OF MOTOR VEHICLES
 Accident Security Unit
 60 State Street
 Wethersfield, Connecticut 06109

PD 1
 1-6 MVD CASE NUMBER

7-12 DATE OF ACCIDENT (month) (day) (year) **02/12/83** DAY OF WEEK **SAT** 13-16 TIME (military) **1623** #KILLED **0** #INJURED **0** #OF VEHICLES INVOLVED **2** POLICE CASE NUMBER **83-03742**

17-19 CITY OR TOWN (name) (City/Town Code) **Danbury 1034** ACCIDENT OCCURRED ON (street name or route #) AT ITS INTERSECTION WITH (street name or route #) **FRANCON DR.**

IF NOT AT INTERSECTION
 1. Give distance and ✓ either "Feet" or "Tenths" of a mile. Feet Tenths
 2. Check (✓) direction. North S E W of _____
 3. Give nearest intersecting street (name or route #) underpass, overpass, bridge, river or town line. DO NOT USE house #, utility pole #, or business name.

OPERATOR AND VEHICLE #1

OPERATOR #1 NAME (last, first, middle initial) **PARKED**
 ADDRESS (street number and name) _____
 CITY OR TOWN STATE ZIP CODE 20 SEX _____
 Lic State Code 24-48 OPERATOR LICENSE NUMBER _____ 49-54 Date of Birth 1/1/ DOT ONLY 1
 VEHICLE #1 OWNER NAME (if same as operator #1, enter "same") **SILBERMAN, MIRIAM**
 ADDRESS (street number and name) **LINDENCREST DR.**
 CITY OR TOWN STATE ZIP CODE **Danbury, Ct. 06810**
 40-41 PLATE # AND STATE CODE 42-43 VEHICLE YEAR AND MAKE **OPTS 10:6 82 HONDA**
 VEHICLE MODEL NAME BODY TYPE (e.g. 4-door sedan, truck, etc.) **PRELUDE 2DR**
 44-61 VEHICLE IDENTIFICATION NUMBER (not engine number) DOT ONLY 2 **JHKNNS228CC037045**
 Did operator carry a current Conn. No-Fault Insurance I.D. card in vehicle as required under P.A. 79-57? YES NO
 PARTS OF VEHICLE DAMAGED (e.g. left-front fender, etc.) **LEFT DOOR, NEAR CENTER UNDER**
 VEHICLE #1 TOWED TO (if not towed, indicate "none") **NONE**

OPERATOR AND VEHICLE #2 (or pedestrian)

OPERATOR #2 OR PEDESTRIAN NAME (last, first, middle initial) **UNKNOWN**
 ADDRESS (street number and name) _____
 CITY OR TOWN STATE ZIP CODE 21 SEX _____
 Lic State Code 9-33 OPERATOR LICENSE NUMBER _____ 34-39 Date of Birth _____
 VEHICLE #2 OWNER NAME (if same as operator #2, enter "same") _____
 ADDRESS (street number and name) _____
 CITY OR TOWN STATE ZIP CODE _____
 42-43 PLATE # AND STATE CODE VEHICLE YEAR AND MAKE **1: -**
 VEHICLE MODEL NAME BODY TYPE (e.g. 4-door sedan, truck, etc.) _____
 7-24 VEHICLE IDENTIFICATION NUMBER (not engine number) DOT ONLY 3 _____
 Did operator carry a current Conn. No-Fault Insurance I.D. card in vehicle as required under P.A. 79-57? YES NO
 PARTS OF VEHICLE DAMAGED (e.g. left-front fender, etc.) _____
 VEHICLE #2 TOWED TO (if not towed, indicate "none") _____

DAMAGE TO PROPERTY OTHER THAN INVOLVED VEHICLES
 1. Describe the property and extent of damage (e.g. 50 feet of fence knocked down) **NONE**
 2. Give name and address of property owner _____

WITNESSES
 AGE SEX NAME AND ADDRESS OF WITNESS **NONE**
 AGE SEX NAME AND ADDRESS OF WITNESS _____

	J I K			L NAME AND ADDRESS (for operator #1, operator #2, etc.)	M	N	O	P	Q
	25-26	27-28	29-30						
1	1	1	1	OPERATOR #1			0	30	1
2	2	NO?	NO?	OPERATOR #2 OR PEDESTRIAN (circle the one which applies)			0	30	1
3	37-38	39-40					41	42	
4	43-44	45-46					47	48	
5	49-50	51-52					53	54	
6	55-56	57-58					59	60	
7	61-62	63-64					65	66	
8	67-68	69-70					71	72	

Francine L. Silberman
c/o The Jewish Home for
the Elderly
175 Jefferson Street
Fairfield, CT 06810

Office of the City Clerk
City of Danbury
Danbury, CT 06810

March 14, 1983

Dear City Clerk:

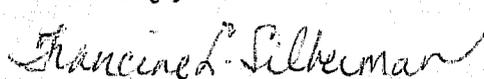
As per our telephone discussion on February 22, 1983, I am submitting this letter, which states the facts and circumstances pertaining to the claim I am filing regarding the accident which took place on Saturday, February 12, 1983 between my automobile and the Department of Public Works.

INCIDENT: On Friday night, February 11, 1983, I was driving my 1982 Honda Prelude, purchased in September 1982 on Fanton Road, Danbury, CT. Due to the heavy snow, my car was unable to reach my destination, which was Hemlock Trail, several blocks away. Many vehicles were abandoned on major roadways in that vicinity, presenting serious obstacles to other motorists. Recognizing the importance of maintaining a clear roadway during the blizzard, I managed to park my car half on the curb of a dead end street, behind another automobile, believing that my car would be out of the way. The next day when I approached my car in order to clear it out of the snow, I noticed it had been struck by a City Plow. I immediately called the police. Officer DiMone reported to the scene and subsequently filed the enclosed accident report.

An estimate of the damage done to my car was made at Honda Automobiles of Westport, where I bought and service my car. This statement is also enclosed.

Please include this issue on the agenda of the next City Council Meeting set for April 5, 1983. Feel free to call me if you have any questions.

Sincerely,



Francine L. Silberman

FLS/encl.



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DEPARTMENT
OF FINANCE

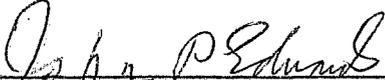
March 22, 1983

TO: Common Council via
Mayor James Dyer

Certification #134

FROM: John P. Edwards

With regard to the Hartford Insurance claim of \$2,500.00 for Marion Santos, we hereby certify that the Claims Account has adequate funds and no transfer is required.



John P. Edwards
Comptroller

JPE/af

2

RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

March 14, _____ A. D., 1983

RESOLVED by the Common Council of the City of Danbury:



That the City Clerk be and is hereby authorized and empowered on behalf of the CITY OF DANBURY to draw an order upon the CITY TREASURER in payment of the following settlement of claim:

<u>THE HARTFORD INSURANCE GROUP</u>	\$2,500.00
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In settlement of the claim of
 Marion Santos v. City of
 Danbury

Date of Loss: January 20, 1981



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

JAMES E. DYER

MAYOR

April 5, 1983

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members:

The Hon. Norman A. Buzaid, Judge of the Superior Court, recently contacted the Office of the Corporation Counsel on behalf of the Danbury Tercentennial Committee. Judge Buzaid asked that the Common Council review the possibility of incorporating the committee through a Special Act of the General Assembly. It is anticipated that, if formed, the corporation would accept gifts and sponsor various activities in connection with Danbury's 300th Anniversary.

The corporation's existence would last for three to four years and upon dissolution City of Danbury contributions would be returned to the General Fund and the balance donated for use by various designated agencies such as the Parks and Recreation Commission, the Cultural Commission and the Danbury Scott-Fanton Museum and Historical Society.

Respectfully submitted

James E. Dyer

Mayor of the City of Danbury

JED/mr



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

JAMES E. DYER

MAYOR

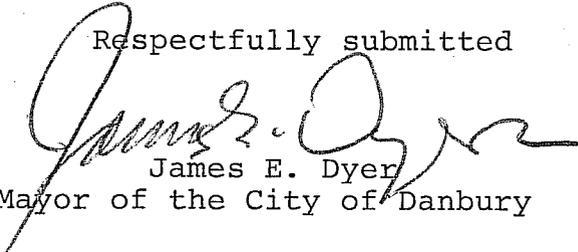
April 5, 1983

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members:

I hereby request your approval of the selection of Atty. Bernard Green of Bridgeport to represent the City of Danbury in connection with the administrative hearing to be provided to Lt. Charles P. Gallucci, Jr. concerning his alleged involvement in the events leading to the Bethel Police Department probe.

Respectfully submitted


James E. Dyer
Mayor of the City of Danbury

JED/mr



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

THEODORE H. GOLDSTEIN,
CORPORATION COUNSEL

ERIC L. GOTTSCHALK
THOMAS G. WEST
SANDRA V. LEHENY
ASSISTANT CORPORATION
COUNSEL

March 31, 1983

PLEASE REPLY TO:
P. O. Box 1261
DANBURY, CT 06810

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

Re: Lt. Charles P. Gallucci, Jr.
Administrative Hearing

Dear Mayor:

Pursuant to our recommendation to you that the administrative hearing concerning Lt. Charles P. Gallucci, Jr. be held in as impartial an atmosphere as possible, I have designated Atty. Bernard Green to present the matter on behalf of the City of Danbury as authorized under the Rules and Regulations of our Police Department.

Atty. Green, a resident of Trumbull, is a senior partner in the Bridgeport law firm of Green and Gross and has been engaged in the practice of law since 1952. He is a graduate of Yale University and of Columbia University School of Law. He is admitted to practice before the courts of the State of Connecticut and the Supreme Court of the United States, as well as all intermediate federal courts in this area. He serves on the panel of the American Arbitration Association as an arbitrator in matters that are heard other than in the courts. He is knowledgeable, straightforward and enjoys an excellent reputation among his colleagues and in judicial circles. I have no hesitancy in recommending him to you and the Common Council.

Certain time limitations for hearings of this type are provided under our contract with the Police Union. Accordingly, the above-captioned hearing has been scheduled for Monday, April 11, 1983. I trust, therefore, that you and the Council will act quickly in confirming the appointment of Atty. Green.

Very cordially yours,

Theodore H. Goldstein
Corporation Counsel

THG:cr

c: Constance A. McManus, President
Common Council



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DEPARTMENT
OF FINANCE

March 23, 1983

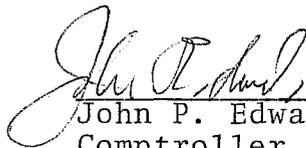
TO: Common Council via Certification #135
Mayor James Dyer

FROM: John P. Edwards

We certify the following funds are required and available
as indicated to fund the police working agreement.

Salaries 1982	\$185,021.00
Salaries 1983	217,783.00
Overtime 1983	36,000.00
Clothing Allowance Adj. 1982 & 1983	17,250.00
Total	<u>\$456,054.00</u>

Funds Available 1982 Encumbrance	\$185,000.00
From Contingency	242,316.35
From Fund Balance	28,737.65
Total	<u>\$456,054.00</u>



John P. Edwards
Comptroller

JPE/af

Edward J. Mitchell Associates, Inc.

MANAGEMENT CONSULTANTS

PERSONNEL & LABOR RELATIONS

TEL. (203) 438-5667

POST OFFICE BOX 195

RIDGEFIELD, CONNECTICUT 06877

March 16, 1983

Mr. John P. Edwards
Comptroller
Danbury City Hall
155 Deer Hill Avenue
Danbury, CT. 06810

Dear John:

Enclosed is a copy of the Memorandum of Agreement detailing the changes to the police contract which were ratified by the Union yesterday. By copy of this letter to the Mayor, I am requesting that the Agreement be placed on the agenda of the Common Council's April meeting.

In costing this Agreement, the following items should be considered:

- 1) Wages as set forth in Appendix A;
- 2) Impact of wages on overtime and holiday pay;
- 3) Clothing allowance which provides for an additional \$50 in FY '81-'82, and an additional \$100 in FY '82-'83. The clothing allowance for FY '83-'84 will be \$450;
- 4) Sick leave: There will be no impact on cost until FY '83-'84 when the maximum exposure will be payment of 1.5 days' wages to each officer. This assumes that there will be no absenteeism in the months of May and June, 1983, and that every officer will redeem the three days earned in those months.
- 5) Medical benefits: If the Council approves the Agreement in April, the new medical benefits will be effective May 1, 1983. There should be a cost savings as a result of the conversion.

Please call me if you have any questions or if there are any problems which will prevent the Agreement being presented to the Council on April 5.

Sincerely yours,



Catherine M. Thompson

CMT/jc

cc: Mayor James E. Dyer (w/enclosure)
E. Merullo (w/enclosure)

enclosure

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into between the City of Danbury, hereinafter called the "City", and the Danbury Police Union, Local 891 and Council 15, AFSCME, AFL-CIO, hereinafter called the "Union", for the purpose of recording the details of changes to the labor agreement between the parties dated July 1, 1978 and expiring June 30, 1981, which agreed upon changes are set forth herein and which shall be incorporated in a new labor contract after ratification by the Union and the City.

1. The new contract shall be effective as of July 1, 1981 and shall expire on June 30, 1984.

2. Add a new Section 3.3.3 to Article III - Seniority to read as follows:

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

3. Revise Sections 5.3 and 5.4 of Article V - Work Assignment - Special Services by substituting the following language:

"5.3 Employees working on Extra Duty Assignments shall be paid an hourly rate equal to 1/2080th of the current Police Officer - Step 5 salary, rounded to the nearest \$.25, with a minimum payment of four (4) hours. The new rate shall be effective for the payroll period beginning two (2) weeks after the date of signing this Agreement

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

4. Revise Section 8.2 of Article VIII - Leave Provisions

by deleting the first sentence and substituting the following language:

"8.2 Sick Leave. This section shall be effective the first day of the month following the month in which this Memorandum of Agreement is ratified by the Union and the City.

8.2.1 As of the effective date of this Section, each employee shall be credited with 1.25 sick leave days per month of previous continuous employment in the police department. The days credited shall be established in an individual non-redeemable bank of sick leave days to be used by the employee for non-service connected illness or injury.

8.2.2 After the effective date of this Section, employees shall earn sick leave days at a rate of 1.5 days per month. At the end of each fiscal year, the first ending June 30, 1983, each employee may elect to redeem the unused sick leave days earned within that fiscal year at the rate of one-half ($\frac{1}{2}$) day's pay per day redeemed. Requests for pay shall be made no later than the end of the third month following the fiscal year end. Unused sick leave days which are not redeemed shall be added to the employee's non-redeemable sick leave bank.

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

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

8.2.5 [Insert second sentence of current 8.2]

5. Revise Section 13.1 of Article XIII - Uniforms and Clothing by deleting "of \$350.00 per annum" in the first sentence and adding the following sentences:

"Effective July 1981, the clothing allowance shall be \$400.00.
Effective July, 1982, the clothing allowance shall be \$450.00."

6. Revise Section 16.1 of Article XVI - Wages by deleting the last two sentences and substituting the Schedule of Wages as set forth in Appendix A to this Memorandum.

7. Revise Sections 19.1.1 through 19.1.3 and 19.2 of Article XIX - Hospitalization and Insurance to read as follows:

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

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

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

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

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

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

Major Medical

Annual Deductible: \$ 50 per Individual
\$100 per Family Maximum

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

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

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

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

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

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

19.2.1 The City shall pay the cost of Blue Cross, and Major Medical coverage as defined in Article XIX of this Agreement for any employee and his enrolled dependents who retires after the signing of this Agreement in accordance with the provisions of Section 229 or Section 14-54 of the Police Pension Funds.

5
"In addition, the City shall pay 100% of the cost of the above-mentioned insurance in effect at the time of retirement for any employee and his enrolled dependents who is required to retire as the result of a job incurred injury. These benefits are provided by the City in consideration for the elimination of CMS 96 coverage.

8. Revise the Danbury Police Pension Plan (hereinafter, "the Plan") by incorporating the following changes:

(i) Revise Section 14-50 of the Post-1967 Plan and Section 225 of the Pre-1967 Plan to provide that the Mayor or his designee may serve.

(ii) Revise Section 14-52 (a) of the Post-1967 Plan as follows: At the end of the first sentence, add the phrase "and before (the date of the signing of this Agreement)."

(iii) The parties agree that a new pension plan shall be drawn up and executed covering all employees hired on or after (the date of the signing of this Agreement.) The new pension plan shall be developed using the benchmarks set forth in Appendix B.

(iv) The parties agree that the current pension documents, those being the Post-1967 Police Pension Fund, Sections 14-48 through 14-60, the Pre-1967 Police Pension Fund, Sections 224 through 235, and the Addendum Agreement dated April 15, 1981, and the amendments thereto as described in this memorandum shall be codified into one document to be entitled the "City of Danbury Police Union Pension Agreement". The Pension Agreement shall not be open for negotiations prior to June 30, 1988 and shall be renewed automatically for additional periods of two (2) years unless either party requests negotiations in writing no sooner than one hundred eighty (180) nor less than one hundred twenty (120) days prior to the expiration date of the Collective Bargaining Agreement between the parties expiring on or after June 30, 1988.

IN WITNESS WHEREOF, the parties have hereunto caused this instrument to be executed and signed by their mutually authorized officers or representatives on this _____ day of _____, 1983.

CITY OF DANBURY
COUNTY OF FAIRFIELD, STATE
OF CONNECTICUT

DANBURY POLICE UNION, LOCAL 891
and COUNCIL 15, AFSCME, AFL-CIO

APPENDIX A

SCHEDULE OF WAGES

Retroactive to July 1, 1981 through June 30, 1982

<u>Rank</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Det. Captain	\$ 24,342	\$ 25,274	\$	\$	\$
Captain	23,497	24,419			
Det. Lieutenant	22,602	23,451			
Lieutenant	21,776	22,616			
Detective Sergeant	20,869	21,651			
Sergeant	20,191	20,967			
Det. Police Off.	16,273	17,056	17,842	18,385	19,413
Police Officer	13,656	15,051	17,195	17,971	18,749

Retroactive to July 1, 1982 through June 30, 1983

<u>Rank</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Det. Captain	\$ 26,411	\$ 27,422	\$ 28,519 *	\$	\$
Captain	25,494	26,495	27,554 *		
Det. Lieutenant	24,523	25,445	26,208 *		
Lieutenant	23,627	24,538	25,274 *		
Detective Sgt.	22,643	23,492	23,844 *		
Sergeant	21,907	22,749	23,090 *		
Det. Police Off.	17,656	18,506	19,358	19,948	21,063
Police Officer	14,817	16,330	18,657	19,498	20,342

*Effective January 1, 1983

5

Effective July 1, 1983 through June 30, 1984

<u>Rank</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Det. Captain	\$ 28,524	\$ 29,616	\$ 30,801	\$	\$
Captain	27,534	28,615	29,758		
Det. Lieutenant	26,485	27,481	28,305		
Lieutenant	25,517	26,501	27,296		
Detective Sgt.	24,454	25,371	25,752		
Sergeant	23,660	24,569	24,937		
Det. Police Off.	19,068	19,986	20,907	21,544	22,748
Police Officer	16,002	17,636	20,150	21,056	21,969

APPENDIX B

PENSION PLAN FOR NEW EMPLOYEES

1. Eligibility - All regular officers of the Danbury Police Department who are hired on or after the date of the signing of the Memorandum of Agreement, provided that such officers contribute to the plan.
2. Employee Contribution - 4% of straight time earnings, commencing upon date of hire.
3. Employer Contribution - Such amounts as are determined by the pension board on sound actuarial principles to be necessary for the payment of future pensions.
4. Withdrawal of Employee Contribution - Upon the request of the employee at termination other than retirement, the employee shall receive a refund of all his contributions to the police pension fund, thereby waiving any and all future retirement benefits under the plan.
5. Mandatory Retirement - at age 65.
Optional Retirement - 25 years of service.
Mandatory and Optional Retirement Benefit - 2% of pay times years of service with a maximum benefit of 68% of pay.
6. Definition of "Pay" - the average of the annual straight time earnings received by the employee during the three (3) highest paid years of his employment.
7. Disability Retirement - for the first two years, permanent and total disability from performing police work; thereafter, total disability from performing any suitable and comparable work.
Job-Related Disability Retirement Benefit - minimum of 50% of pay at the time of disablement. Worker's compensation and pension benefits shall not exceed 100% of pay at the time of disablement.
Non-Job-Related Disability Retirement Benefit - for employees with ten (10) or more years of service, 25% of pay plus 2% of pay times years of service in excess of ten; for employees with less than ten (10) years of service, 2% of pay times years of service.
8. Vested Benefit - fully vested in accrued benefit after fifteen (15) years of active service; benefit payable at age 65.
9. Survivor's Benefit - 50% of pension which the deceased employee was receiving or, to which the deceased employee would have been entitled, except that the surviving spouse of an employee killed in the line of duty shall receive a benefit

of 50% of pay as defined above; payable to the surviving spouse until remarriage or death.

10. Pension Board - Three City members (Mayor or his designee, Comptroller, and one member of Common Council, selected by the Council); three employee members (elected by the Union membership); and a seventh member (selected by the three City members and the three employee members) who shall be a resident of the City of Danbury, preferably with background and experience in pension matters.



CITY OF DANBURY

FIRE DEPARTMENT
19 NEW STREET
DANBURY, CONNECTICUT 06810

MAYOR JAMES E. DYER
155 DEER HILL AVE.
DANBURY, CT. 06810

JOSEPH J. BERTALOVITZ, CHIEF
OFFICE: 748-5260
HOME: 748-2487

March 28, 1983

To: Mayor James E. Dyer
Members of the Common Council

A problem exists in the City of Danbury concerning the placement of rubbish dumpsters in relation to distance from inhabited buildings. Some of these containers are located in areas that in case of a fire in the dumpster could jeopardize the building or its occupants. I have seen these dumpsters up against wooden doors, under roof overhangs, even next to kerosene dispensing equipment in a gas station. The distance that dumpsters are to be placed away from exposures must be regulated to insure the safety of the people in the buildings where they are located.

I propose the following ordinance to obtain this safety. Please see the attached proposed Ordinance for Dumpsters.

Respectfully submitted,



Alan R. Schacht, Fire Marshal

ARS:kod

ORDINANCE FOR DUMPSTERS

- Section 1 The regulation of the use of rubbish dumpsters hereby declared necessary for the protection of the health, property, safety and welfare of the public.
- Section 2 Definition of terms: As used in this ordinance the term "dumpster" shall mean any receptacle used for the storage of trash, rubbish and garbage, which receptacle is placed out of doors and which is emptied by means of a garbage truck, picking it up and dumping same.
- Section 3 Any person or establishment owning or maintaining a dumpster on his or its premises shall locate said dumpster a minimum of fifteen (15) feet from any building, overhang, or structure. All dumpsters shall be kept covered at all times, except when being filled or emptied.
- Section 4 The Fire Marshal for the City of Danbury shall have the authority to require that a particular dumpster, due to its circumstances, shall be kept locked, and to require that a dumpster be a side-loader, as opposed to a tope loader, should circumstances require.
- Section 5 The fire Marshal shall have the power to vary the terms of this ordinance by written permit when due to circumstances peculiar to an individual situation a strict application of the provisions herein would cause undue hardship and where the public safety and welfare is properly protected.
- Section 6 Any person, corporation or association violating any of the provisions of this ordinance shall be fined not more than \$100 or be imprisoned not exceeding thirty (30) days, or both, for each offense. Each day on which any provisions of this ordinance is violated shall constitute a separate offense.



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DANBURY AVIATION COMMISSION
P. O. BOX 364

AIRPORT ADMINISTRATOR
JAMES L. THOMPSON
TEL: 797-4624

March 7, 1983

Honorable Mayor James Dyer
Honorable Common Council President
and Members
City of Danbury
Danbury, CT 06810

Dear Sir:

At our regularly scheduled meeting of March 3, 1983, the Commission voted to approve Connecticut Air Service, Inc. letter of February 11, 1983 to approve their installing siding, insulation and heat at the glass hangar at the west end of the field. The building they are going to improve at their cost is currently owned by the City of Danbury. We are requesting, if at all possible, that you also approve their request to improve this glass hangar.

Sincerely,

Paul D. Estefan
Chairman

Danbury Aviation Commission

PDE:jp
Encl.

CONNECTICUT AIR SERVICE, INC.

DANBURY MUNICIPAL AIRPORT
DANBURY, CONNECTICUT 06810
(203) 743-3300

ConnAir/East - Wibling Road
Danbury, Connecticut

ROBERT D. COSTELLO
PRESIDENT

Reply To:
ConnAir/West - 49 Miry Brook Road
Danbury, Connecticut

March 4, 1983

Common Council
City of Danbury
Municipal Building
Danbury, Connecticut 06810

Ladies and Gentlemen:

Our request to the Aviation Commission to enclose the glass hangar building which the City owns was approved last evening with the request that we inform you directly of our intentions.

This building requires \$600 to \$800 of glass replacement every year due to vandalism as well as cracking resulting from temperature changes. One of our major concerns is the damage to aircraft inside the hangar when a rock is thrown through the glass. Our intent is to install siding similar in appearance to the new building and at the same time insulate.

I am hopeful that you will agree this enhancement of City property is in the best interests of all parties.

Very truly yours,



RDC:bw

CONNECTICUT AIR SERVICE, INC.

DANBURY MUNICIPAL AIRPORT

DANBURY, CONNECTICUT 06810

(203) 743-3300

ConnAir/East - Wibling Road
Danbury, Connecticut

Reply To:

ConnAir/West - 49 Miry Brook Road
Danbury, Connecticut

ROBERT D. COSTELLO
PRESIDENT

February 11, 1983

Mr. Paul Estefan
Chairman
Danbury Aviation Commission
Danbury Municipal Airport
Danbury, Connecticut 06810

Dear Paul:

There are two items I would appreciate your placing on the agenda for the next Aviation Commission meeting.

We are desirous of improving the "glass hangar" and would like approval to install siding and insulation and heat the hangar. The siding will be compatible with the new hangar at 49 Miry Brook Road. All other installations will be in compliance with the building code and compatible with aircraft use.

The second item is our request to allow Danbury School of Aviation to operate under our permit with respect to the school and aircraft sales.

Please advise of any additional input needed by you prior to the meeting.

Very truly yours,

Robert D. Costello
President

RDC:bw

8

DANBURY PUBLIC SCHOOLS

School Administration Building, Mill Ridge

Danbury, Connecticut 06810

(203)797-4700

Irene M. Lober, Ed.D.

Superintendent

797-4701

March 14, 1983

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

Dear Mayor Dyer:

Please be advised that at the Board of Education meeting on March 9th several actions were taken that need to be brought to your attention.

The Board voted to request that the City be asked to include the \$95,000. in the Board's maintenance budget for stair tower enclosures at the Senior High School to be placed in the bond referendum. This would then free the money up from the maintenance budget and the item would be funded from a more appropriate category.

I would also like to inform you that John Antey, a resident of the City of Danbury, was elected by the Board to serve on the Cable TV Advisory Council.

Sincerely,


Philip S. Fenster, Chairperson
Danbury Board of Education

PSF/IML/jm

cc: E. Gottschalk

C. McManus



CITY OF DANBURY
DEPARTMENT OF PARKS & RECREATION

City Hall — 155 Deer Hill Avenue

DANBURY, CONNECTICUT 06810

Robert G. Ryerson
Director

Area 203
797-4632 Ext. 330

March 3, 1983

TO: Mayor James E. Dyer
FROM: Robert G. Ryerson
RE: Capital Line Item (Improvements at Sokol Property)

Per my letter to you dated February 7th (copy attached), would you kindly put this item on the agenda of the next Common Council meeting so we can start plans on refurbishing the banquet hall at Hatters Community Park.

RGR:tw

Handwritten initials, possibly "RR", in the bottom right corner of the page.

9

February 7, 1983

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

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

RE: Capital Line Item (Improvements at Sokol Property)

I am requesting that \$4,000 be appropriated to the Capital Line Item "Improvements at Sokol Property."

This action will allow us to make improvements in the banquet room which are sorely needed.

The Comptroller's Office has stated that this action will not require any transfer from the contingency fund. The revenue account and the appropriation account will be increased in a like amount.

RGR:tw

✓ 10

Laurance Sutton
Michael J. Burns
Linda A. Burns
44 Brushy Hill Road,
Danbury, Conn. 06810

March 2, 1983

Hon. James Dyer, Mayor
City of Danbury,
Danbury, Conn. 06810

Dear Mayor Dyer:

It is our understanding that there is a renewal of interest in the City of Danbury acquiring the C.D. Parks Co. property and other parcels that would form an entity to be advantageous to the City.

On February 8, 1980, we offered to the City 40 acres, more or less, belonging to us in the heart of the Parks property. A copy of that letter to you is attached and is to be construed as a renewal of the original offer.

Subsequent to your receiving our original letter, the Land Acquisition Committee, headed by Mr. Tom Evans, inspected the property, it being our pleasure to escort the members over a goodly portion of it. We were impressed that all who made the trek were overjoyed at what was seen.

Though we were persuaded by circumstances into granting an option to BRT Corporation to purchase the same property along with the C.D. Parks property, that option has been dropped, much to our relief, as it has constantly been our desire for the City to acquire it.

The only change we can think of in our original offer is that we would like to reserve the non-mandatory right to enter the property and remove any dead or fallen limbs or trees for our own use only, chiefly for stovewood.

As expressed in our former letter, it is almost needless to say we are enthused at the possibility of this beautiful mountain being preserved by the City of Danbury for present and future citizens, and our cooperation is assured.

Sincerely yours,

Laurance Sutton
Michael J. Burns
Linda A. Burns

cc: City Clerk - Mrs. Betty Crudginton
Pres. of Council - Ms. Connie McManus
Land Acq. Committee Chairman - Mr. Thomas Evans

COPY

Laurance Sutton
Michael J. Burns
Linda A. Burns
44 Brushy Hill Road,
Danbury, Connecticut 06810

February 8, 1980

Hon. James Dyer, Mayor
City of Danbury,
Danbury, Conn. 06810

Dear Mayor Dyer:

In the heart of the C.D. Parks Co. property on the east of Brushy Hill Road, in Danbury, there are approximately 48 acres owned by us. A map of the territory is attached.

It is a lovely and unspoiled territory. We enjoy the rocks, cliffs, small caves, the huge boulders, animal trails, hillside of mountain laurel, thousands of dogwood trees, azalea bushes, oak trees of several varieties, maples, birches, linden, hazel, black alder, hickory, ash, and many others, including the almost extinct American chestnut.

In spring there are dozens of varieties of wild flowers such as wild phlox, buttercup, oodles of Jack-in-the-pulpits, wild roses, purple thistles, trillium, Indian pipes, hepatica, mayflowers, yarrow, wild strawberries, violets and dozens, possibly hundreds, of others. We have the only yellow violets we have ever seen or heard of, which may or may not be rare. We even have pink ladyslippers, a wild orchid that blooms only every other year.

We have seen many wild animals such as racoons, skunks, 'possums, rabbits, squirrels, woodchucks, chipmunks, etc. Yes, and even deer. Though we have seen wild foxes on it, we have not seen any for several years. We fear that unless something is done, and soon, the deer and other animals will disappear, too.

We have hiked over the acreage many times and also over adjoining property, and we feel our little acreage is the most enjoyable and varied of any acreage in the territory.

Added is the fact that it is here - not 100 miles away or across the country. It is easy to reach and is almost in downtown Danbury, as you know.

That is why it is our desire that the bulk of this property be acquired by the City of Danbury for recreational and esthetic enjoyment.

We suggest our 40, more or less, acres be acquired by the City in addition to the adjoining C.D. Parks property. This would truly fall in line with Danbury's Master Plan of Development, which includes a desire to provide recreational facilities for all sectors of its

(continued on page 2)

2.

'citizenry. We are aware that C.D. Parks' property would provide some relatively level land for ballfields and playgrounds, also a lake or lakes for swimming and ice skating. The addition of our small parcel would provide recreational facilities for those groups that may not be able to benefit by those mentioned.

We feel that our land has something special to offer, specifically, aside from its previously mentioned rare unspoiled environment of flowers, foliage and wild animals, etc. The most ideal practical hiking trails should perhaps originate from the castle situated at the northern end of the C.D. Parks property and travel in a southerly direction across the top of Thomas Mountain (sometimes called Town Mountain) one of the highest points in Danbury. The crest of this mountain is on our property. Also, this land would offer tailor made areas for camp sites for Cub or Boy Scouts and the general public.

The land is our chief asset, and if we were forced to sell it to a developer, we would ask a high price. But it is our desire to conserve what is there and have the people of Danbury enjoy it with us. Therefore we offer about 40 of the 48 acres - we wish to retain only the plot on which our homes stand and enough around them to afford a degree of privacy - to the City of Danbury at a price greatly reduced from what we would expect from a developer.

We would like to offer our 40, more or less, acres to the City of Danbury for \$200,000, which is approximately \$5,000 an acre, just a little over half the average acre price set by the C.D. Parks Co.

It will be our pleasure to escort, over the property, any person or persons designated by you or the City Council, and at your convenience.

It is almost needless to say we are enthused at the possibility of this beautiful mountain being preserved by the City of Danbury for the present and future citizens, and our cooperation is assured.

Sincerely yours,

Lawrence Suttlen
Michael J Burns
John A. Burns

cc: City Clerk - Mrs. Betty Crudginton
Pres. of Council - ~~Mr. Richard Murphy~~
now Mrs. McManus



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

THEODORE H. GOLDSTEIN,
CORPORATION COUNSEL

ERIC L. GOTTSCHALK
THOMAS G. WEST
SANDRA V. LEHENY
ASSISTANT CORPORATION
COUNSEL

March 2, 1983

PLEASE REPLY TO:

DANBURY, CT 06810

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

Re: City of Danbury vs. The Speare Corporation, et al

Dear Council Members:

As you may recall, the Common Council approved a settlement of the above-referenced case on March 4, 1980. As part of the stipulated judgment, the Speare Corporation was to transfer ownership of Royal Road, Monarch Road and a portion of Corn Tassle Road to the City of Danbury. I have now received a warranty deed to those roadways in a form satisfactory to this office and to the Office of the City Engineer. Please consider the acceptance of these roads at your convenience.

Sincerely yours,



Eric L. Gottschalk
Assistant Corporation Counsel

ELG:cr

Enclosure (Warranty Deed)

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

Know Ye, That THE SPEARE CORPORATION, a Connecticut corporation having an office in the Town of New Milford, County of Litchfield and State of Connecticut,

for the consideration of ONE DOLLAR (\$1.00) and other valuable consideration

received to its full satisfaction of THE CITY OF DANBURY, a municipal corporation located in the County of Fairfield and State of Connecticut,

does give, grant, bargain, sell and confirm unto the said CITY OF DANBURY the following described premises:

Three contiguous parcels of land designated as Royal Road, Monarch Road, and the parcel designated as "Reserved for Future Roadway", located between Lots 15 and 16. Together with a drainage easement 20 feet in width, located along the westerly lot lines of Lots 10 and 11.

All above as shown on a map entitled, "Final Subdivision of Royal Woods Owned and Developed by the Aspen Corp. Danbury, Connecticut, R-20 Zone Total Area - 21.333 acres." and filed in the Land Records as Map No. 4165. Said premises are subject to the following:

1. Utility easement from G/S Corporation to the Connecticut Light and Power Co., dated March 14, 1969 and recorded in Volume 473 at Page 325.

To Have and to Hold the above granted and bargained premises, with the appurtenances there-
of, unto it the said grantee its ~~heirs~~ successors and assigns for-
ever, to it and their own proper use and behoof.

And also, the said grantor does for itself and its ~~heirs~~
successors and assigns, covenant with the said grantee and its
successors, ~~heirs~~ and assigns, that at and until the ensembling of these presents, it is
well seized of the premises, as a good indefeasible estate in FEE SIMPLE; and has good right
to bargain and sell the same in manner and form as is above written; and that the same is free from all
incumbrances whatsoever, except as hereinbefore mentioned.

And Furthermore, it the said grantor does by these presents bind
itself and its successors and assigns forever to WAR-
RANT AND DEFEND the above granted and bargained premises to it the said
grantee its successors, ~~heirs~~ and assigns, against all claims and demands
whatsoever, except as hereinbefore mentioned.

In Witness Whereof, it has ~~xxx~~ hereunto set its hand
and seal this 23rd day of February in the year of our Lord nineteen
hundred and Eighty-three.
Signed, Sealed and Delivered in presence of THE SPEARE CORPORATION

Mauda P. Halliwell
Susan Z. Stokes

Caswell Speare
Caswell Speare
Its President

State of Connecticut,
County of Fairfield

} SS. Westport

On this the 23rd day of February, 19 83, before
me, John O. Monks, the undersigned officer, personally
appeared Caswell Speare

name subscribed to the within instrument and acknowledged that he executed the same for
the purposes therein contained, as his free act and deed.

In Witness Whereof, I hereunto set my hand and official seal.

John O. Monks
My Commission Expires April 1, 1987. Title of Officer
Notary Public

State of Connecticut,
County of

} SS.

On this the _____ day of _____, 19 _____, before me,
the undersigned officer, personally appeared _____
who acknowledged himself to be the _____
of _____, a corporation, and that he as such _____, being authorized
so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the
corporation by himself as _____

In Witness Whereof, I hereunto set my hand and official seal.

Title of Officer

Latest address of Grantee:
No. and Street _____
City _____
State _____ Zip _____

COHEN, WOLF, ROME AND KLEBANOFF, P.C.

ATTORNEYS AT LAW

HERBERT L. COHEN
AUSTIN K. WOLF
MARTIN F. WOLF
ROBERT J. ASHKINS
RICHARD A. CASE
LEWIS B. ROME
HOWARD M. KLEBANOFF
STUART A. EPSTEIN
BARRY WAXMAN
RICHARD L. ALBRECHT
JUSTIN J. DONNELLY, SR.
JAMES J. KENNELLY
JONATHAN S. BOWMAN
MORTON R. RUDEN
IRVING J. KERN
ARNOLD SBARGE
NEIL R. MARCUS
MARTIN J. ALBERT
STEWART I. EDELSTEIN

DAVID L. GROGINS
MARK I. FISHMAN
EMIL H. FRANKEL
DAVID B. BEIZER
JAY B. WEINTRAUB
MARY E. SOMMER
ALAN M. KOSLOFF
ROBERT B. ADELMAN
MICHAEL S. ROSTEN
GRETA E. SOLOMON
HOLLACE P. BROOKS
MONICA LAFFERTY HARPER
A. PAUL SPINELLA
CHARLES S. SILVER
ROBIN A. KAHN
SHERRY C. DEANE
RANDI LEVINE

March 11, 1983

10 MIDDLE STREET
P. O. BOX 1821
BRIDGEPORT, CONNECTICUT 06601
(203) 368-0211

664 FARMINGTON AVENUE
HARTFORD, CONNECTICUT 06105
(203) 549-6400

TWO WINTONBURY MALL
P. O. BOX 588
BLOOMFIELD, CONNECTICUT 06002
(203) 242-7745

158 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810
(203) 792-2771

ONE ATLANTIC STREET
STAMFORD, CONNECTICUT 06901
(203) 964-9907

Danbury

PLEASE REPLY TO

Mr. Bernard Gallo
Chairman
Sewer and Water Subcommittee of
the Common Council
c/o City Clerk
155 Deer Hill Avenue
Danbury, Connecticut 06810

Re: Application of Jules Lang - Crow's Nest Lane and
Great Pasture Road, Danbury

Dear Bernie:

I have been representing Jules Lang, Trustee in connection with a proposed sewer and water extension to service property located off of Crow's Nest Lane. David Ryan, the surveyor on the project, has submitted an application to the Common Council for an extension of sewer and water. This application was subsequently referred to the Planning Commission and then sent back to your subcommittee with indication that no comment could be made insofar as an application for use of the property was not pending before the Planning Commission at that time.

I have now filed an application for a special exception permit and site plan approval with the Planning Commission and therefore would request that you refer the sewer and water extension application back to the Planning Commission so that they may comment on the proposal once they have seen the application which has just been filed.

Your anticipated cooperation in this matter is appreciated. Should you have any questions concerning it, please do not hesitate to contact me.

Yours truly,

Neil R. Marcus/mr

Neil R. Marcus

NRM:mjc

CITY CLERK

DANBURY CONN

Mrs. Elizabeth Crudginton

We the undersigned respectfully request the City of Danbury to extend sewer to the Reynolds Rd. area.

Lot # 21 - H08108 Peter Tronzi

20 - ^{H08109} Larina Grande

19 Osborne - Main Realty Corp, V. DeLumei Pres
H08110

18 Osborne - Main Realty Corp V. DeLumei Pres
T08001

17 Osborne - Main Realty V. DeLumei Pres
T8002

69 - T08006 Peter Tronzi

70 - T08005 Peter Tronzi

74 - T08004 Peter Tronzi

72 - T08003 Peter Tronzi

12

11

10

9

8

7

6

5

LAW OFFICES

Gary M. Bachyrycz, P.C.

30 WEST STREET

Danbury, Ct. 06810

797-8868 AREA CODE 203

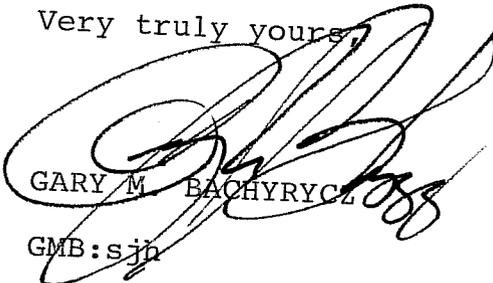
January 31, 1983

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

Dear Council Members:

This office represents Compratt Construction Co., the owner of Carriage House Drive, High Sky Gardens, Danbury, Connecticut. We are respectfully petitioning the Common Council for acceptance of the above drive as a city road.

Very truly yours,


GARY M. BACHYRYCZ

GMB:sjh

cc: Compratt Construction Co.

March 18, 1983.

Constance A. McManus, President
Common Council of Danbury
City Hall, Danbury, Ct.

Dear President McManus;

Enclosed is a copy of a letter forwarded to Mayor James Dyer, which was accompanied with a petition from residents of Fairview Condominiums regarding method of water billing.

The residents of our condominium complex will appreciate your consideration and follow up of this request.

Sincerely,

John McNamee

John McNamee, Chairman
Fairview Condominium
Energy Committee

Michel Podpoluzha

Michel Podpoluzha, Supt.
Fairview Condominium

cc: Richard White
Diane Eppoliti *[Signature]*

February 15, 1983.

The Honorable James Dyer
Mayor of City of Danbury
Danbury, Connecticut. 06810

SUBJECT: PETITION FROM THE RESIDENTS AND/OR OWNERS AT FAIRVIEW
CONDOMINIUMS, WEST WOOSTER STREET.
RE: WATER BILLING PROCEDURE FOR FAIRVIEW CONDOMINIUMS

Dear Mayor,

We, the signers of the attached petition, independently of our
Condominium Association, are requesting a change in the method of water
billing charges by the City of Danbury to the Fairview Condominiums.

Our situation at Fairview is unique in the method our water
usage is determined and subsequently billed to owners via common charges.
There are seven (7) basic buildings, with one water meter in each.
Each basic building contains varying numbers of units, varying from
as few as twelve (12) to as many as twenty-eight (28) units.

We hereby request that the water usage recorded in ALL
SEVEN (7) METERS BE COMBINED AS A TOTAL READING FOR A VOLUME BILLING RATE.

Respectively yours,

The Residents of Fairview Condominiums

ENCL: Petition
Copies of letter to: Common Council Members



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

THEODORE H. GOLDSTEIN,
CORPORATION COUNSEL

ERIC L. GOTTSCHALK
SANDRA VILARDI LEHENY
THOMAS G. WEST

ASSISTANT CORPORATION
COUNSEL

March 28, 1983

PLEASE REPLY TO:
57 North St., Suite 218
DANBURY, CT 06810
792 6953

Honorable Members of the
Common Council
City of Danbury
Danbury, CT. 06810

Dear Council Members:

Peter Burkard, owner of 37 Lindencrest Drive in Danbury, is involved in a dispute with this office regarding interest and lien fees due on back taxes. Apparently these fees and charges may have been at least in part due to a lapse in communication between the office of Assessor and Tax Collector and failure to pick up a change in address.

It is the suggestion of this office that a committee be appointed to investigate this matter and make a recommendation to the Council.

Enclosed please find correspondence regarding this matter and if I can be of further assistance to the Common Council or its committee, please advise.

Very truly yours,

Thomas G. West, Assistant
Corporation Counsel

tgw/hlr
encl.



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

THEODORE H. GOLDSTEIN,
CORPORATION COUNSEL

ERIC L. GOTTSCHALK
SANDRA VILARDI LEHENY
THOMAS G. WEST

ASSISTANT CORPORATION
COUNSEL

March 28, 1983

PLEASE REPLY TO:
57 North St., Suite 218
DANBURY, CT 06810
792 6953

Honorable Members of the
Common Council
City of Danbury
Danbury, CT. 06810

Re: Peter H. Burkard
Lindencrest Drive - Lot 11
Danbury, Connecticut

Dear Council Members:

On November 24, 1975, Peter and Barbara Burkard purchased a home located at 37 Lindencrest Drive in Danbury from George Huse. Real property tax installments were paid, as they became due, by Mr. Burkard for the quarter commencing January 1976 and April 1976. The tax bill, at the time, was in the name of George Huse, the former owner and was mailed to Huse's address, which was not 37 Lindencrest Drive.

When Mr. Burkard paid the January, 1976 installment, he notified the tax collector's office of his ownership and his current address, so that future bills would be mailed to him. Thereafter, Mr. Burkard received no further tax bills until July, 1977. He paid the July, 1977 quarterly installment and the October, 1977 installment. He then refinanced his mortgage with People's Savings Bank and the bank has been paying his taxes since that time.

In 1976, the year of the E.T.A. referendum, Mr. Burkard received no tax bills. He assumed, that once the E.T.A. dispute had been resolved, the city would bill for all taxes owed on the 1975 tax list. However, during the month of August, 1978, he received a tax statement, still in the name of George Huse, demanding payment of the installments due on the 1975 list, namely, July, 1976, October, 1976, January, 1977 and April, 1977, together with interest and lien fee. He then learned that his property had been listed in the name of George Huse on June 30, 1977, although he (Mr. Burkard) had purchased same on November 24, 1975.

Although Mr. Burkard has forwarded his check for the full amount of the taxes on the 1975 list, he would not pay the lien fee or interest, claiming that he should not be penalized for the following reasons:

"My position with respect to the interest and lien fees is as follows:

- a. I fail to see why I should pay lien fees for a lien naming George Huse.
- b. I fail to see why I should be penalized when I was not delinquent. Connecticut General Statutes Section 12-130 requires that the Tax Collector send me the bill which he did not so, and that same section requires the Tax Collector attach a statement to all subsequent tax bills setting forth the amount of any back taxes, which the Tax Collector still does not do. Had the Tax Collector originally given me the notice required by statute, we would not be having this dispute today.
- c. Even if by some stretch of the imagination I were liable for interest, the interest due must be calculated in accordance with Connecticut General Statutes Section 12-144b. The Tax Collector told me that he is acting under the direction of the Corporation Counsel when refusing to comply with that statute. As a minimum, therefore, I would request that the Tax Collector apply my tax payments to the oldest debt as required by that section. The interest charge would be greatly reduced if the statutory calculation were used.
- d. I spoke with the Office of Policy and Management in Hartford who agreed with my interpretation of Sections 12-130 and 12-144b, but they informed me that my only recourse would be through the courts."

Honorable Members of the Common Council
March 28, 1983

Page 3

As the authority to waive interest and lien fees is vested solely in the Common Council, I have requested that a committee of the Common Council be appointed to review the matter and further request that both Mr. Burkard's attorney, Richard Hanna and I be notified of the date in time such committee will meet so that the full particulars can be presented to the committee at that time.

Very truly yours,



Thomas G. West, Assistant
Corporation Counsel

tgw/hlr

Copy to Attorney Richard Hanna



REAL ESTATE - APPRAISALS - INSURANCE

402 VILLAGE SQUARE, P. O. BOX 1064, DANBURY, CONNECTICUT 06810

TELEPHONE: (203) - 743-9700

February 25, 1983

Mrs. Elizabeth Crudgington
City Clerk
155 Deer Hill Avenue
Danbury, Connecticut 06810

Re: Scharfenberg: Rear of Rockwood Lane

Dear Mrs. Crudgington:

I have learned from the Tax Collector, Mr. Hanna, that the City has taken title to a parcel of land that is apparently landlocked in the rear of Rockwood Lane. This land was apparently owned, before foreclosure, by a party by the name of Lawrence Scharfenberg.

My associates and I own a contiguous parcel and might be interested in acquiring the Scharfenberg parcel in the event that the City is desirous of restoring the property to the tax rolls.

Would you be kind enough to advise if the City would be interested in such a sale at this time?

Yours very truly,

A handwritten signature in cursive script that reads 'Sidney Eller'. The signature is fluid and extends across the width of the text area.

Sidney Eller

M: se



Highest standards of professional service.

✓/18

DANBURY REDEVELOPMENT AGENCY

142 Deer Hill Avenue
Danbury, Connecticut 06810

Bob K. Bogen, *Executive Director*

Area Code 203 792-1135

March 22, 1983

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

Re: Sale of Redevelopment Agency
Disposition Parcel S-19-1

Dear Council Members:

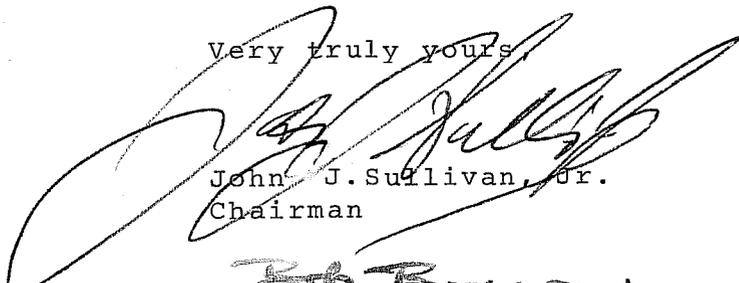
In accordance with State and Federal requirements, this is written to request that the enclosed Resolution pertaining to the above captioned matter be placed on the Agenda of the April Common Council Meeting (and thereupon referred to a Common Council Committee and the City Planning Commission for review).

The intent of this matter is to secure authorization for the Mayor of the City of Danbury to execute the necessary documents for the sale of said Parcel S-19-1, located on the Southeasterly corner of Main Street and Liberty Street (as re-aligned) in downtown Danbury. The purposes of this transaction are set forth in the Agency's Resolution in regard thereto, a copy of which, together with the related survey, is enclosed herewith.

Also enclosed for your information, please find the proposed Land Disposition Agreement (Agreement for Sale of Land for Private Redevelopment) in reference to this matter.

If you have any questions or comments, or if you require any additional information, please do not hesitate to advise.

Very truly yours,



John J. Sullivan, Jr.
Chairman



Bob K. Bogen
Executive Director

56 page agreement/^{& map} on file in Office of City Clerk

018

AGREEMENT FOR
SALE OF LAND FOR PRIVATE REDEVELOPMENT

By and Between

THE CITY OF DANBURY,

Acting by and Through

THE REDEVELOPMENT AGENCY OF THE CITY OF DANBURY,

and

AGREEMENT, made on or as of the 7th day of February,
1983, by and between THE CITY OF DANBURY (hereinafter called
"City"), acting by and through THE REDEVELOPMENT AGENCY OF THE
CITY OF DANBURY, a public body corporate (which, together with
any successor public body or officer hereafter designated by or
pursuant to law, is hereinafter called "Agency"), having its
office at 142 Deer Hill Avenue, in the City of Danbury, County of
Fairfield, and State of Connecticut, and Joseph Da Silva
_____, of Danbury, Connecticut
_____, (hereinafter called "Private
Party").

W I T N E S S E T H :

WHEREAS, in furtherance of the objectives of, and pursuant
to, the State and Local Urban Renewal Enabling Act, the Agency is
carrying out an urban renewal project known as the "Midtown East
Neighborhood Development Project" for which an Urban Renewal Plan
has been prepared by the Agency. Said Urban Renewal Plan is

27/01/80

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dated April, 1970, and has been approved by the Common Council of the City of Danbury on May 5, 1970, and the Agency is willing to sell and the Private Party has offered to purchase and to redevelop and rehabilitate certain real property located in the project area (and more particularly described in Schedule A annexed hereto and made a part hereof), for and in accordance with the uses specified in the Urban Renewal Plan and the provisions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

SEC. 1. SALE; PURCHASE PRICE.

A. Subject to all the terms, covenants, and conditions of this Agreement, the Agency will sell the property described on said Schedule A to the Private Party for, and the Private Party will purchase the property described in said Schedule A from the Agency and pay therefor, the amount SEVEN THOUSAND NINE HUNDRED DOLLARS (\$7,900.00), hereinafter called "Purchase Price", to be paid as follows:

1. In cash or by certified check simultaneously with the delivery of the deed conveying the property to the Private Party in the form set forth as Schedule E attached hereto and made a part hereof, in the amount of \$10.00, less any deposit paid by the Private Party pursuant to Section 3 of this Agreement; and
2. In kind (in the value of \$4,760.00), by the delivery of a deed, in standard Connecticut Warranty Deed Form, as more particularly set forth as Schedule F attached hereto and made a

part hereof, conveying to the Agency, entirely free and clear of any and all encumbrances, easements, rights of way, and/or restrictions, except as shown on Schedule F, a certain piece or parcel of land more specifically described in Schedule B, annexed hereto and made a part hereof, which property as described in Schedule B the Private Party agrees to sell and the Agency agrees to purchase as part of this transaction aforesaid; and

3. In kind (in the value of \$3,129.00), by the delivery of a General Release, in the form as more particularly set forth as Schedule H attached hereto and made a part hereof, to the City of Danbury, acting by and through the Redvelopment Agency of the City of Danbury, simultaneously with the delivery by the Agency to the Private Party of the deed for the property described in said Schedule A; and

4. In cash or by check simultaneously with the delivery of the deed conveying the property to the Private Party in the form set forth as Schedule E attached hereto and made a part hereof, in the amount of \$1.00, constituting a refund to the Agency by the Private Party of the amount paid by the Agency pursuant to the terms of a certain Irrevocable Offer dated _____, attached hereto and made a part hereof.

B. It is further agreed and understood that the mutual covenants herein contained constitute part and portion of the consideration for the conveyances to be made hereunder.

SEC. 2. CONVEYANCE OF PROPERTY.

A. Form of Deed. The Agency shall convey to the Private Party title to the property described in Schedule A by Quit Claim

Deed. The conveyance and title shall, in addition to the provisions of Section 14(c) of this Agreement and the following:

1. Any and all easements for utilities, both public and private, sewers, water lines, streets and rights of way, etc., as are contained in the Urban Renewal Plan.

2. Such reservations, encumbrances or restrictions set forth in the Urban Renewal Plan.

3. All provisions of any zoning ordinances enacted by the City and any and all other provisions of municipal ordinances, regulations or public or private law.

4. All other conditions, covenants, and restrictions specified elsewhere in this Agreement or any Schedules thereto.

B. The Agency shall deliver the deed and possession of the property described in said Schedule A to the Private Party on _____, (the first business day following the 30th day subsequent to the action taken by the Common Council of the City of Danbury, Connecticut, duly approving the real property conveyances and transactions described herein) or on such earlier date after said Common Council approval as the parties hereto may mutually agree in writing, at which time the Private Party shall simultaneously deliver to the agency the deed for, and possession of, the property described in Schedule B. Conveyance shall be made at the principal office of the Agency, and the Private Party shall accept the conveyance and pay the Purchase Price to the Agency at such time and place, including the deed for the property as described in Schedule B aforesaid.

C. Apportionment of Current Taxes.

1. Taxes, assessments and other municipal charges, sewer charges and sewer maintenance charges, water charges, fees, and other similar charges, if any, are to be apportioned in the manner customarily used by the Danbury Bar Association, as of the date of delivery of the deed. If the amount of the current taxes on the property is not ascertainable on that date, the apportionment between the Agency and the Private Party shall be on the basis of the amount of the most recently ascertainable taxes on the property, but the apportionment shall be subject to final adjustment within thirty (30) days after the date the actual amount of current taxes is ascertained.

2. The apportionment of current taxes for the property described in Schedule B shall be done in the customary manner of the Danbury Bar Association.

D. Recordation of Deed.

1. The Private Party shall promptly file the deed for the property described in Schedule A for recordation in the Office of the Town Clerk of Danbury. The Private Party shall pay all costs (including the cost of any conveyance tax) for so recording said deed.

2. The Agency shall promptly file the deed for the property described in Schedule B for recordation in the Office of the Town Clerk of Danbury. The Private Party shall pay all costs (including the cost of any conveyance tax) for so recording the deed.

E. Title Evidence and Conveyance Tax. The Private Party shall, in reference to the properties described on said Schedules A and B, pay the cost of its own and the Agency's title insurance premium and title abstract (including specifically, but without limitation, the cost of the Agency's title search and certificate of title for both said properties at the rate of \$300 for each such property) and shall further pay the cost of any conveyance tax that may be required in regard to both properties.

SEC. 3. GOOD FAITH DEPOSIT AND IRREVOCABLE LETTER OF CREDIT.

The Private Party has, prior to or simultaneously with the execution of this Agreement by the Agency delivered to the Agency a good faith deposit of cash or a certified check payable to the order of the Agency in the amount of FIVE DOLLARS (\$5.00), hereinafter called "Deposit". The Deposit shall be credited to the Private Party as a partial payment of the Purchase Price for the property described in Schedule A upon the transfer of the title thereto to the Private Party. In addition, the Private Party has prior to or simultaneously with the execution of this Agreement by the Agency, delivered to the Agency an Irrevocable Commercial Letter of Credit in the amount of TWO HUNDRED THOUSAND DOLLARS, (\$200,000.00), hereinafter called the "Letter of Credit". Said Letter of Credit shall be in form acceptable to the Agency and shall name the Agency as the beneficiary thereof. The Letter of Credit shall authorize the Agency to draw signed draft(s) against said Letter of Credit when accompanied by a statement(s) signed by the Chairman of the Agency stating that

"(The Private Party) of

_____ has failed to comply fully with the terms of his Contract for Sale of Land for Private Redevelopment By and Between The City of Danbury, Acting by and Through The Redevelopment Agency of the City of Danbury, and (The Private Party), dated _____". Said Letter of Credit shall expire not earlier than twenty-four (24) months from the date hereof, unless earlier released by the Agency. The Letter of Credit shall specifically provide that one or more partial drawings are permitted, and that all drafts drawn under and in compliance with the terms of the Letter of Credit will be duly honored on delivery of the statement(s) in this Section 3 hereinabove specified. The Letter of Credit shall be issued by a commercial banking institution licensed to do business in the State of Connecticut and may provide that such banking institution is authorized to accept as binding and correct the above specified statement(s) as issued by the Agency, without investigation or responsibility for the accuracy, veracity, correctness or validity of such statement(s) or any part thereof. The Letter of Credit shall serve as security for the performance of the obligations of the Private Party to construct or to rehabilitate the improvements on premises describeed on Schedule A and Schedule D herein. The Letter of Credit shall be returned to the Private Party upon issuance of the certificate of completion pursuant to Section 6, unless said Letter of Credit has been drawn upon by the Agency pursuant to the provisions of this Agreement, or unless there exists any

default by the Private Party. It is specifically agreed and understood that the monetary damages arising from the Private Party's breach of this Agreement are not readily ascertainable or subject to full determination; accordingly, therefore, said Letter of Credit, in the value drawn thereon, may be retained by the Agency as liquidated damages in accordance with the provisions of Section 13. The Private Party agrees and understands that TWO HUNDRED THOUSAND DOLLARS (\$200,000) is a fair and reasonable recompense for the entire breach of this Agreement and, accordingly, does not constitute a penalty.

SEC. 4. PLANS AND SPECIFICATIONS.

1. The Private Party will redevelop and/or rehabilitate the property described in Schedule A for commercial use in accordance with the plans and specifications described in and/or attached to Schedule C-I attached hereto and incorporated herein by reference. In addition, the Private Party agrees that as a material part of the consideration given for this Agreement, it will also redevelop and/or rehabilitate the improvements located or to be located on the piece or parcel of land described in Schedule D, annexed hereto and made a part hereof, in accordance with the plans and specifications contained in said Schedule C-II.

2. (a) It is specifically understood and agreed that the plans and specifications described in and/or attached to said Schedules C-I and C-II represent only the scope of the work to be undertaken, and are not complete in every detail. Accordingly, not later than thirty (30) days from the date hereof, the Private

Party shall submit to the Agency a complete, fully detailed set of draft architectural, site, and construction plans, material samples, and specifications, said plans, materials and specifications to be not inconsistent with Schedule C-I and Schedule C-II specifications and plans, for all improvements or alterations to be made on the property described in Schedule A or to the improvements to be made or already existing upon the property described in Schedule D. Within ten (10) days of its receipt of said draft plans, materials, and specifications, the Agency shall advise the Private Party, in writing, of its approval of said plans, materials, and/or specifications, or shall advise the Private Party in writing of its disapproval of said plans, materials and/or specifications, noting specifically the reasons for such disapproval, which reasons shall be limited to correction of any inconsistencies between the draft plans, materials and/or specifications, and the Schedule C-I and/or Schedule C-II plans and specifications. If the Private Party is notified of any such disapproval, it shall have within ten (10) days to submit revised draft plans, materials and/or specifications, to the Agency for its review, whereupon within ten (10) days thereafter the Agency shall advise the Private Party, in writing, of the Agency's approval or disapproval of said revised draft plans, materials and/or specifications. Any further disapproval of said draft plans, materials and/or specifications shall be made only upon the same grounds that could have been made if said revised draft plans, materials and/or specifications were the plans, materials and/or

specifications originally submitted to the Agency for its review (i.e. inconsistency with the Schedule C-I and/or Schedule C-II plans and specifications). The foregoing cycle of ten (10) day periods for (a) submission, and (b) review and notification shall continue until the revised draft plans, materials and/or specifications are fully approved by the Agency, whereupon they shall be deemed the "Final Plans" referred to elsewhere in this Agreement.

(b) The foregoing provisions of Section 4. 2.(a) notwithstanding, it is agreed and understood that (1) all preliminary design drawings, including elevations, showing materials, signs and lighting, (2) all plans showing each level, (3) all cross sections, and (4) all outline specifications, are to be submitted to the Agency for review. Any required changes are to be submitted to the Agency for review and approval before workings plans or drawings and specifications for bidding are developed.

(c) It is further agreed and understood that all working plans or drawings, material samples and specifications are to be submitted to the Agency for review and approval in conformance with the above provisions and best urban center design practice before such materials are ordered or construction contracts executed, in reference to all work on the subject improvements, including signs and pedestrian lighting.

SEC. 5. TIME FOR COMMENCEMENT AND COMPLETION OF CONSTRUCTION OR REHABILITATION WORK.

A. The construction or rehabilitation of the improvements referred to in Section 4 shall be commenced within sixty (60)

days after the Final Plans are approved by the Agency, and shall be "substantially" completed within eighteen (18) months after that date

B. The Private Party agrees for itself, its successors, heirs and assigns, and every successor in interest to the property described in Schedule A, or any part thereof, (and the deed to said property shall contain covenants on the part of the Private Party for itself, and its successors, heirs and assigns), that the Private Party, and its successors, heirs and assigns, shall promptly begin and diligently complete the redevelopment or rehabilitation of the Schedule A property through the construction or rehabilitation of the improvements thereon, and that the construction or rehabilitation shall in any event commenced and completed within the time limits specified in Section 5.A., above. It is intended and agreed, and the deed for the property described in Schedule A shall so expressly provide, that these agreements and covenants shall survive the closing of title and be covenants running with the land, binding for the benefit of the community and the Agency, and enforceable by the Agency against the Private Party and its successors and assigns to or of the property or any part thereof or any interest therein. Except, however, that it is further provided that any and all restrictions, created by this Agreement or the Deeds, referred herein, concerning the use of, or the improvements upon, the land described in Schedule A, B and/or D, shall expire and be of no further force and effect, except for restrictions created by Section 7 (b) hereof, as of and on January 1, 2002.

SEC. 6. CERTIFICATE OF COMPLETION.

Promptly after completion of the construction or rehabilitation of the improvements in accordance with this Agreement, including the improvements to be made upon the properties, described in Schedule A and D, and the Private Party's written notification to the Agency of said completion, the Agency will furnish the Private Party with an appropriate instrument so certifying. Prior to the Agency issuing said certificate of completion, the Private Party must obtain a certificate of occupancy and a certificate of Zoning Compliance for all structures constructed or reconstructed upon the properties described in Schedules A and D from the building inspector and from the Danbury Zoning Compliance Officer, respectively. In addition, prior to the Agency issuing said certificate of completion, the Private Party must obtain a certificate, in affidavit form, from an engineer licensed to practice civil engineering in the State of Connecticut, that all of the improvements or rehabilitation work undertaken pursuant to this Agreement have been substantially completed in accordance with the aforesaid "Final Plans". The certification by the Agency shall be (and it shall be so provided in the deed and in the certification itself) a conclusive determination of satisfaction and termination of the covenants in this Agreement and the deed with respect to the obligations of the Private Party and its successors, heirs and assigns to construct or rehabilitate the improvements, and the dates for the beginning and completion thereof. The certification shall be in such form

as will enable it to be recorded. If the Agency shall refuse or fail to provide the certification, the Agency shall, within fifteen (15) days after written request by the Private Party provide the Private Party with a written statement indicating in adequate detail how the Private Party has failed to complete the construction or rehabilitation of the improvements in conformity with the Urban Renewal Plan and/or this Agreement, or is otherwise in default, and what measures or acts it will be necessary, in the opinion of the Agency, for the Private Party to take or perform in order to obtain the certification. Whereupon, if within sixty (60) days of its receipt of such written statement, the Private Party has not taken all measures, acts, or other actions necessary to obtain said certification, the Agency may avail itself of the remedies available to it under the terms of this Agreement. It is agreed and understood that this Section 6 shall govern the materials specifically addressed herein pertaining to the issuance of a "Certificate of Compliance" by the Agency, and shall not act as a bar to the Agency's earlier resort to its remedies under this Agreement for the full or partial breach hereof, and the Agency is entitled to so proceed.

SEC. 7. RESTRICTIONS ON USE.

The Private Party agrees for itself, and its successors and assigns, and every successor in interest to the property described in Schedule A, or any part thereof, and the deed shall contain covenants on the part of the Private Party for itself, and its successors and assigns, that the Private Party and its successors and assigns shall:

(a) devote the property only to and in accordance with the uses specified in the Urban Renewal Plan (as limited, if at all, by the rule against perpetuities); and

(b) not discriminate upon the basis of race, color, creed, sex, marital status, or national origin in the sale, lease, or rental or in the use or occupancy of the property or any improvements located or to be erected thereon, or any part thereof.

SEC. 8. COVENANTS: BINDING UPON SUCCESSORS IN INTEREST: PERIOD OF DURATION.

It is intended and agreed, and the deed for the property described in Schedule A shall so expressly provide, that the covenants provided in Sections 4, 5, 7, 9, 10, 19 and 22 shall be covenants running with the land, binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by, the Agency, its successors and assigns, the City of Danbury, and any successor in interest to the property, or any part thereof, and the owner of any other land (or of any interest in such land) in the project area which is subject to the land use requirements and restrictions of the Urban Renewal Plan, and the United States in the case of the covenant provided in Section 7(b), against the Private Party, its successors and assigns, and every successor in interest to the property or any part thereof or any interest therein, and any party in possession or occupancy of the property or any part thereof. It is further intended and agreed that all such covenants shall remain in effect until January 1, 2002 except that the covenant provided in Section 7(b) shall remain in effect without limitation as to time. The terms

"uses specified in the Urban Renewal Plan" and "Land Use" referring to provisions of the Urban Renewal Plan, or similar language, in this Agreement shall include the land and all building, housing, and other requirements or restrictions of the Urban Renewal Plan pertaining to such land.

SEC. 9. PROHIBITION AGAINST TRANSFER OF PROPERTY.

The Private Party has not made or created, and (except as permitted by Sections 10 and 11) will not, prior to the completion of the improvements as certified by the Agency, make or suffer to be made any sale, assignment, conveyance, lease, or transfer in any other form of or with respect to this Agreement or the property described in Schedule A or any part thereof, or any interest therein, or contract or agree to do any of the same without the prior written approval of the Agency, which approval shall be granted or denied by the Agency within its sole discretion based upon its judgement of the public interest of the people of the City of Danbury, provided, however, that this Section 9 shall be of no force or effect as of and from January 1, 2002.

It is agreed and understood that either party to this Agreement may record this Agreement on the Land Records of the City of Danbury.

SEC. 10. LIMITATION UPON ENCUMBRANCE OF PROPERTY.

Prior to the completion of the improvements as certified by the Agency, neither the Private Party nor any successor in interest to the property shall engage in any financing or any other transaction creating any mortgage or other encumbrance or

lien upon the property described in Schedule A, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attached to the property described in Schedule A, except for the purposes only of obtaining funds only to the extent necessary for making the improvements and such additional funds, if any, in an amount not to exceed the Cash Purchase Price paid by the Private Party to the Agency. Until ~~the date of the certificate of completion~~, the Private Party (or successor in interest) shall notify the Agency in advance of any financing, secured by mortgage or other similar lien instrument, it proposes to enter into with respect to the property described in Schedule A, and of any encumbrance or lien that has been created on or attached to the property described in Schedule A, whether by voluntary act of the Private Party or otherwise.

SEC. 11. MORTGAGEES NOT OBLIGATED TO CONSTRUCT.

Notwithstanding any of the provisions of this Agreement, including, but not limited to, those which are intended to be covenants running with the land, the holder of any mortgage authorized by this Agreement (including any holder who obtains title to the property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (a) any other party who thereafter obtains title to the property or such part from or through such holder, or (b) any other purchaser at foreclosure sale other than the holder of the mortgage itself) shall not be obligated by the provisions of this Agreement to construct or rehabilitate or complete the construction or rehabilitation of the improvements or to

guarantee such construction, rehabilitation or completion; nor shall any covenant or any other provision in the deed be construed to so obligate such holder. Nothing in this Section or any other Section or provision of this Agreement shall be deemed or construed to permit or authorize any such holder to devote the property described in Schedule A or any part thereof to any use, or to construct any improvements thereon, other than those uses or improvements provided or permitted in the Urban Renewal Plan and this Agreement.

sec. 12. ENFORCED DELAY IN PERFORMANCE.

Neither the Agency nor the Private Party, nor any successor in interest, shall be considered in breach, or default of, its obligations with respect to the preparation of the property described in Schedule A for redevelopment or rehabilitation, or the commencement and completion of construction or rehabilitation of the improvements, in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence. The time for the performance of the obligations shall be extended for the period of the enforced delay as determined by the Agency, if the party seeking the extension shall request it in writing of the other party within ten days after the beginning of the enforced delay.

It is agreed and understood that the Private Party shall extend the term of the Letter of Credit referenced in Section 3 hereof for a period of time or times equal to any and all periods of enforced delay.

SEC. 13. REMEDIES.

(a) In General. Except as otherwise provided in this Agreement, in the event of any default in or breach of the Agreement, or any of its terms or conditions, by the Private Party, or any successor to such Private Party, such defaulting Private Party (or successor) shall, upon written notice from the Agency, proceed immediately to cure or remedy such default or breach and, in any event, shall complete such cure or remedy within sixty (60) days after receipt of such notice. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied timely, the Agency may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including but not limited to, proceedings to compel specific performance by the Private Party (or successor) in default or breach of the Private Party's obligations, if no adequate remedy may be obtained through the exercise of the remedies available through Sections 3 and 19 hereof.

(b) Prior to Conveyance. In the event that prior to the conveyance of the properties described in Schedules A and B, the Private Party assigns or attempts to assign this Agreement or any rights hereunder, or the Private Party fails to pay the Purchase Price, convey title to the Schedule B property, and/or take title to the Schedule A property upon tender of conveyance by the Agency, then this Agreement and any rights of the Private Party in this Agreement may, at the option of the Agency, be terminated by the Agency and the sum of \$50,000 be retained or drawn by the

Agency, as liquidated damages, from the deposit and/or the proceeds and/or value of the Letter of Credit.

(c) Revesting Title in Agency Upon Happening of Event Subsequent to Conveyance to Private Party. In the event that subsequent to the conveyance of the property described in Schedule A or any part thereof to the Private Party, and prior to completion of construction or rehabilitation of the improvements as certified by the Agency:

(i) the Private Party (or successor in interest) shall default in or violate its obligations with respect to the construction or rehabilitation of the Schedule C-I or Schedule C-II improvements (including the nature and the dates for the beginning and completion thereof, subject to the provisions for delays contained in Section 12) or shall abandon or substantially suspend construction or rehabilitation work, and any such default, violation, abandonment, or suspension shall not be cured, ended, or remedied within sixty (60) days (one hundred twenty (120) days if the default is with respect to the date for completion of construction or rehabilitation of the improvements) after written demand by the Agency so to do; or

(ii) the Private Party (or successor in interest) shall fail to pay real estate taxes or assessments on the property described in Schedule A or any part thereof when due, or shall place thereon any encumbrance or lien unauthorized by this Agreement, or shall suffer any levy or attachment to be made, or any materialman's or mechanic's lien, or any other unauthorized encumbrance or lien to attach, and such taxes or assessments

shall not have been paid, or the encumbrances or lien removed or discharged or provisions satisfactory to the Agency made for such payment, removal, or discharge within thirty (30) days after written demand by the Agency so to do; or

(iii) there is, in violation of this Agreement, any transfer of the properties described in Schedules A and/or D, or any part thereof, or any change in the ownership or distribution of stock of the Private Party, if applicable, or with respect to the identity of the parties in control of the Private Party or the degree thereof, if applicable, and such violation shall not be cured within sixty (60) days after written demand by the Agency to the Private Party, then the Agency shall have the right to reenter and take possession of the property described in Schedule A and to terminate (and revert in the Agency, by operation of the filing on the Land Records of the City of Danbury a declaration and reversion of termination in favor of the Agency as more particularly described below) the estate conveyed by the deed to the Private Party, it being the intent of this provision, together with other provisions of this Agreement, that the conveyance of the property described in Schedule A to the Private Party shall be made upon, and that the deed shall contain, a condition subsequent to the effect that in the event of any default, failure, violation, or other action or inaction by the Private Party specified in subdivision (i), (ii) and (iii) of this Section 13(c), failure on the part of the Private Party to remedy, end, or abrogate such default, failure, violation, or other action or inaction within the period and in the manner

stated in such subdivisions, the Agency, at its option, may declare a termination in favor of the Agency of the title, and of all the rights and interests in and to the property conveyed by the deed to the Private Party, and that such title and all rights and interest of the Private Party, and any assigns or successors in interest to and in the property, shall revert to the Agency; provided, that such condition subsequent and any revesting of title as a result thereof in the Agency shall always be subject to, and limited by, and shall not defeat, render invalid or limit in any way (a) the lien of any mortgage authorized by this Agreement, and (b) any right or interest provided in this Agreement for the protection of the holder of such mortgage. In addition to the right or reentry and revesting of title provided for in the preceding sentence, upon the occurrence of a default, failure or violation by the Private Party as specified in said sentence, the Agency shall also have the right to draw the proceeds and value of the Letter of Credit as liquidated damages.

(d) Other Rights and Remedies of Agency. No Waiver by Delay. Upon default by the Private Party, the Agency shall have the right to institute such actions or proceedings as it may deem desirable for enforcing its rights under this Section 13, including also the right to execute and record or file among the public land records in the office in which the deed is recorded, a written declaration of the termination of all the right, title, and interest of the Private Party, and (subject to such mortgage liens and leasehold interests as provided in this Section 13 hereof) its successors in interest and assigns, in the property

described in Schedule A, and the re-vesting of title thereto in the Agency; provided, that any delay by the Agency in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Section 13 shall not operate as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the Agency should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Section because of concepts of waiver, laches, or otherwise to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved), nor shall any waiver in fact made by the Agency with respect to any specific default by the Private Party under this Section be considered or treated as a waiver of the rights of the Agency with respect to any other defaults by the Private Party under this Section or with respect to the particular default except to the extent specifically waived in writing.

(e) Partial and/or Complete Drawings Against the Letter of Credit. Following proper notice of breach and the expiration of the allowable time to cure, as established by the terms of this Agreement, the Agency may, at its option, utilize all or part of the proceeds and/or value of the Letter of Credit to pay for any and all work necessary to effect such a cure, provided notice shall be given to the commercial banking institution in the form set forth in Section 3 hereof; and the Agency, and its employees and agents, for said purposes may enter and re-enter upon the premises described in Schedules A and D; the Agency may have

resort to the remedy provided in this subsection (e) as often as necessary to fulfill the purposes and objects of this Agreement.

(f) All of the Agency's remedies shall be deemed cumulative, and may be exercised singly or consecutively, or in any order, at the Agency's sole option.

SEC. 14. RESALE OF REACQUIRED PROPERTY. DISPOSITION OF PROCEEDS.

Upon the revesting in the Agency of title to the property described in Schedule A or any part thereof as provided in Section 13(d), the Agency shall use its best efforts to resell the property or part thereof (subject to such mortgage liens and leasehold interests as in Section 13 set forth and provided) as soon and in such manner as the Agency shall find feasible and consistent with the objectives of applicable law and of the Urban Renewal Plan to a qualified and responsible party or parties (as determined by the Agency) who will assume the obligation of making or completing the construction or rehabilitation of the improvements or such other improvements in their stead as shall be satisfactory to the Agency and in accordance with the uses specified for such property or part thereof in the Urban Renewal Plan. Upon such resale of the property, the proceeds thereof shall be applied:

(a) First, to reimburse the Agency, on its own behalf or on behalf of the City, for all costs and expenses incurred by the Agency, including, but not limited to, salaries and/or other personnel costs incurred in connection with the recapture, management, and resale of the property described in Schedule A, or part thereof (but less any income derived by the Agency from

the property or part thereof in connection with such management); all taxes, assessments, and water and sewer charges with respect to the property or part thereof (or in the event the property is exempt from taxation or assessment or such charges during the period of ownership, thereof by the Agency, an amount, if paid, equal to such taxes, assessments, or charges (as determined by the City assessing official) as would have been payable if the property were not so exempt); any payments made or necessary to be made to discharge any encumbrances or liens existing on the property or part thereof at the time of revesting of title thereto in the Seller or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the Private Party, its successors or assigns; any expenditures made or obligations incurred with respect to the making or completion of the improvements or any part thereof on the property or part thereof; and any amounts otherwise owing the Agency by the Private Party and its successor or assigns; and

(b) Second, to reimburse the Private Party, its successors or assigns, up to the amount equal to: (1) the sum of the Cash Purchase Price paid by it for the property (or allocable to the part thereof) and the other cash actually invested by it in performing any construction or rehabilitation of the improvements on the property or part thereof; less (2) any income earned or made by the Private Party from the property. Any balance of proceeds remaining after such reimbursements, shall be retained by the Agency as its property. Upon the completion of the resale

of the property described on Schedule A as above, the title to the property described on Schedule B shall remain with the Agency, but the Private Party shall be compensated therefore in an amount determined by an independent appraisal of the fair market value of such property, the determination of such fair market value to be subject to adjustment by means of the arbitration process described in Section 19 hereof.

SEC. 15. CONFLICT OF INTEREST; AGENCY'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE.

No member, official, or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which effects his personal interests or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official, or employee of the Agency shall be personally liable to the Private Party or any successor in interest in the event of any default or breach by the Agency or for any amount which may become due to the Private Party or successor or on any obligation under the terms of this Agreement.

SEC. 16. PROVISIONS NOT MERGED WITH DEED.

No provision of this Agreement is intended to or shall be merged by reason of any deed transferring title to the property described on Schedule A from the Agency to the Private Party or any successor in interest, or transferring title to the property described in Schedule B from the Private Party to the Agency, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

SEC. 17. SPECIAL PROVISIONS.

Equal Employment Opportunity. The Private Party, for itself, its successors or assigns, agrees that during the construction of the improvements and/or rehabilitation work provided for in this Agreement:

(a) The Private Party will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, or national origin. The Purchaser will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, marital status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demolition, or transfer; recruitment or recruitment advertising; lay off, or termination; rates of pay other forms of compensation; and selection for training, including apprenticeship. The Private Party agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause.

(b) The Private Party will, in all solicitations or advertisements for employees placed by or on behalf of the Private Party, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, marital status, or national origin.

(c) The Private Party will send to each labor union or representative of workers with which the Private Party has a

collective bargaining agreement or other contract or understanding, a notice, to be provided, by the Agency, advising the labor union or workers' representative of the Private Party's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Private Party will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the U.S. Secretary of Labor.

(e) The Private Party will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and relevant orders of the U.S. Secretary of Labor or the U.S. Secretary of Housing and Urban Development pursuant thereto, and will permit access to the Private Party's books, records, and accounts by the Agency, the U.S. Secretary of Housing and Urban Development, and the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and relevant orders.

(f) In the event of the Private Party's noncompliance with the nondiscrimination clauses of this Section, or with any of the said rules, regulations, or relevant orders, the Agreement may be cancelled, terminated, or suspended in whole or in part and the Private Party may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized by Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and

remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Private Party will include the provisions of paragraphs (a) through (g) of this Section in every contract or purchaser order, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, unless exempted by rules, regulations, or orders of the U.S. Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each such contractor, subcontractor, or vendor, as the case may be. The Private Party will take such action with respect to any construction contract, subcontract, or purchase order as the Agency or the U.S. Department of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Private Party becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Agency or the U.S. Department of Housing and Urban Development, the Private Party may request the United States to enter into such litigation to protect the interests of the United States. For the purpose of including such provisions in any construction contract, subcontract or purchase order, as required hereby, the first three lines of this Section shall be changed to read "During the performance of this Agreement, the Contractor agrees as follows:", and the term "Purchaser" shall be changed to "Contractor".

(h) All advertising (including signs) for sale and/or rental of the whole or any part of the properties described in Schedule A shall include the legend, "An Open Occupancy Building" in type or lettering of easily legible size and design. The word "Project" or "Development" may be substituted for the word "Building" where circumstances require such substitution.

SEC. 18 COUNTERPARTS.

This Agreement is executed in six (6) counterparts, each of which shall constitute one and the same instrument.

SEC. 19 DISPUTE SETTLEMENT.

Any controversy or claim of value greater than \$1,000.00, arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as attached hereto and made a part hereof as Schedule "G", at Danbury, Connecticut, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof, except that it is specifically agreed and understood that this Section shall not act as bar to an action for specific performance as provided for in Section 13(a) of this Agreement. It is agreed and understood that the Private Party shall extend the term of the Letter of Credit referenced in Section 3 hereof for a period of time or times equal to any and all periods of arbitration.

SEC. 20 ALL LEGAL PROVISIONS INCLUDED.

It is the intention and the agreement of the parties to this Agreement that all legal provisions of law required to be

inserted herein shall be and are inserted herein. However, if by mistake or otherwise, some such provisions are not herein inserted, or is not inserted in proper form, then on the application of either party, the Agreement shall be amended so as to strictly comply with the law and without prejudice to the rights of either party hereunder.

SEC. 21 UNLAWFUL PROVISIONS DEEMED STRICKEN.

All provisions found unlawful by a court of competent jurisdiction shall be deemed stricken from this Agreement, and shall be of no effect. The unlawful part shall be considered stricken without affecting the binding force of the remainder of the Agreement.

SEC. 22 TIME OF ESSENCE.

As this Agreement deals with important matters touching on the public welfare and wellbeing, it is specifically agreed and understood that time is of essence in all actions and activities to be carried out under the terms hereof.

SEC. 23 HEADINGS.

The headings or titles to sections of this Agreement are not a part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

IN WITNESS WHEREOF, the Agency has caused this Agreement to be duly executed in its name and behalf, the City by its Mayor and the Redevelopment Agency of the City of Danbury by its Chairman, the respective seals to be hereunto duly affixed and

STATE OF CONNECTICUT)
) ss. DANBURY
COUNTY OF FAIRFIELD)

On this the _____ day of _____, 1983, before me, JAMES H. MALONEY, the undersigned officer, personally appeared JOHN J. SULLIVAN, who acknowledged himself to be the Chairman of THE REDEVELOPMENT AGENCY OF THE CITY OF DANBURY, a municipal agency, and that he, as such Chairman, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the municipal agency by himself as such Chairman, and as the free act and deed of said municipal agency.

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

JAMES H. MALONEY
Commissioner of the Superior
Court

STATE OF CONNECTICUT)
) ss. DANBURY
COUNTY OF FAIRFIELD)

On this the _____ day of _____, 1983, before me, _____, the undersigned officer, personally appeared _____, who acknowledged that he executed the foregoing instrument for the purposes therein contained as his free act and deed.

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

Commissioner of the Superior
Court

CERTIFICATE

I hereby certify that at a meeting of the Common Council of The City of Danbury, Connecticut, duly called and held on _____, 1983, at which a quorum was present and acting throughout, the following resolutions were duly adopted by a vote of _____ in favor and _____ opposed, to wit:

RESOLVED: That the City of Danbury grant and convey to _____ of Danbury, in the County of Fairfield, and State of Connecticut, his successors and assigns, in accordance with the terms of the foregoing Agreement, a certain piece or parcel of land further described in Schedule A of said Agreement, as set forth in the proposed Agreement presented to said meeting, which is hereby ordered filed with the records of the meeting; and

RESOLVED: That JAMES E. DYER, the Mayor of The City of Danbury, be and he hereby is authorized to execute and deliver in the name of the City of Danbury a deed in the form set forth in said Agreement and presented to said meeting and to do any and all other acts necessary to effectuate the foregoing.

I FURTHER CERTIFY that the form of Agreement and Deed attached hereto is an exact copy of the aforesaid proposed Agreement and Deed presented to said meeting.

I DO FURTHER CERTIFY that the foregoing resolutions are still in full force and effect as of this date.

IN WITNESS WHEREOF, I have caused the seal of the City of Danbury to be hereunto affixed, duly attested by me this _____ day of _____, 1983.

ELIZABETH CRUDGINTON
City Clerk of The City of
Danbury

(SEAL)

SCHEDULE A

All that certain piece or parcel of land, together with the buildings thereon, situate in the City of Danbury, County of Fairfield and State of Connecticut, constituting a portion of the piece or parcel of land bounded and described as follows:

NORTHERLY: by Liberty Street, 162 feet more or less;

EASTERLY: by other land of The Steinberg Realty Company, Inc.,
47 feet more or less;

SOUTHERLY: by other land of The Steinberg Realty Company, Inc.,
22 feet more or less;

WESTERLY: by other land of The Steinberg Realty Company, Inc.,
8 feet more or less;

SOUTHERLY

AGAIN: by other land of The Steinberg Realty Company, Inc.,
130 feet more or less; and

WESTERLY

AGAIN: by Main Street, 42 feet more or less.

Said piece or parcel of land, constituting a portion of the above bounded and described piece or parcel of land, more specifically bounded and described as follows:

Commencing at a true point or place of beginning, which point or place of beginning is determine as follows: starting at a point on the easterly side of Main Street, Danbury, Connecticut, which point also lies on the southerly side of Liberty Street (as relocated), Danbury, Connecticut, which point therefore also

marks the southeasterly intersection of said Main Street with said Liberty Street (as relocated), running thence the following: 7.172 feet North 65° 06' 25" East, to a point, which point is the true point or place of beginning; thence running from said true point or piece of beginning the following courses and distances; North 36° 32' 08" West, 1.728 feet; North 53° 27' 52" East, 152.64 feet; South 27° 11' 15" East, 46.725 feet; South 67° 18' 15" West, 21.492 feet; North 24° 13' 35" West, 11.20 feet; South 68° 23' 40" West, 11.65 feet; South 24° 13' 35" East, 0.95 feet; South 69° 33' 15" West, 31.64 feet; and South 65° 06' 25" West, 86.484 feet to the true point or place of beginning.

Said piec or parcel of land also mor particularly described and designated as Disposition Parcel S-19-1 on a certain map entitled "Map prepared for City of Danbury showing properties situated at Main and Liberety Streets, Danbury, Connecticut, scale 1" = 10' Sept. 17, 1982, revised through 12/29/82", said map prepared by Sydney A. Rapp, R.L.S. No. 7400, and on file in the Land Records in th City of Danbury as Town Clerk's Map # _____.

Together with:

1. The right to pass and repass for any and all purposes not now or hereinafter in violation of law, over other land of the Grantor marked easement area "A" on a certain map entitled "Map Prepared For City of Danbury, Showing Proposed Easements, Liberty Street, Danbury, Connecticut, Scale 1" = 10', July 18, 1982" "revised through September 14, 1982" said map prepared by Sydney A. Rapp, R.L.S. No. 7400, and on file in the Land Records of

the City of Danbury as Town Clerk Map No. _____.

2. The non-exclusive right to locate, maintain, and have access to a trash or garbage dumpster, as otherwise regulated or limited by law, on other land of the Grantor marked easement area "C" on a certain map entitled "Map Prepared For City of Danbury, Showing Proposed Easements, Liberty Street, Danbury, Connecticut, Scale 1" - 10', July 18, 1982" "revised through September 14, 1982" said map prepared by Sydney A. Rapp, R.L.S. No. 7400, and on file in the Land Records of the City of Danbury as Town Clerk Map No. _____.

3. The non-exclusive right to pass and re-pass over the land of the Grantor marked easement areas "C1" and "B1". for the purpose of pedestrian access to or egress from any structure or building located on adjacent land of the Grantee, on a certain map entitled "Map Prepared For City of Danbury, Showing Proposed Easements, Liberty Street, Danbury, Connecticut, Scale 1" = 10', July 18, 1982" "revised through September 14, 1982" said map prepared by Sydney A. Rapp, R.L.S. No. 7400, and on file in the Land Records of the City of Danbury as Town Clerk Map No. _____.

SUBJECT TO:

1. A utility easement in standard form to North East Utility or the Connecticut Light and Power Company in, over, on, under, or across, the following described piece or parcel of land:

All that certain piece or parcel land situate in the City of Danbury, County of Fairfield, and State of Connecticut, bounded and described as follows: Commencing at a true point or place of beginning, which point or place of beginning is the Northwesterly corner of the above described piece or parcel of land referenced as Disposition Parcel S-19-1 on a certain map entitled "Map prepared for City of Danbury showing properties situated at Main and Liberety Streets, Danbury, Connecticut, scale 1" = 10' Sept. 17, 1982, revised through 12/29/82", said map prepared by Sydney A. Rapp, R.L.S. No. 7400, and on file in the Land Records in th City of Danbury as Town Clerk's Map # _____; thence running from said true point or place of beginning the following courses and distances: North $53^{\circ} 27' 52''$ East, 152.64 feet; South $27^{\circ} 11' 15''$ East, 1.267 feet; South $53^{\circ} 27' 52''$ West, 143.432 feet; South $61^{\circ} 22' 35''$ West, 9.09 fet; to the true point or place of beginning.

SCHEDULE B

All that certain piece or parcel of land, situated in the City of Danbury, County of Fairfield and State of Connecticut, formerly known as 10-12 Liberty Street, bounded and described as follows:

Commencing at a true point or place of beginning, which point or place of beginning is determined as follows: starting at a point on the easterly side of Main Street, Danbury, Connecticut, which point also lies on the southerly side of Liberty Street (as relocated), Danbury, Connecticut, which point therefore also marks the southeasterly intersection of said Main Street with said Liberty Street (as relocated), thence running North $65^{\circ} 06' 25''$ East, a distance of 7.172 feet to a point; thence running North $36^{\circ} 32' 08''$ West, a distance of 1.728 feet to a point; thence running North $53^{\circ} 27' 52''$ East, a distance of 152.64 feet to a point; thence running South $27^{\circ} 11' 15''$ East, a distance of 0.315 feet to a point, which point is the true point or place of beginning; thence running from said true point or place of beginning the following courses and distances: South $27^{\circ} 11' 15''$ East, a distance of 46.410 feet; South $26^{\circ} 56' 00''$ East, 54.55 feet; North $64^{\circ} 40' 54''$ East, 32.52 feet; North $23^{\circ} 19' 55''$ West, 19.01 feet; South $70^{\circ} 23' 14''$ West, 30.676 feet; North $26^{\circ} 06' 36''$ West, 79.00 feet; and South $69^{\circ} 11' 29''$ West a distance of 0.48 feet to the true point or place of beginning.

Said piece or parcel of land being more particularly shown as Property of Joseph Da Silva on a certain map entitled "Map prepared for City of Danbury showing properties situated at Main and Liberty Streets, Danbury, Connecticut, scale 1" = 10' September 17, 1982, revised through 12/29/82", said map prepared by Sydney A. Rapp, R.L.S. No. 7400, and on file in the Land Records in the City of Danbury as Town Clerk's Map No. _____.

Being a portion of the property described as Parcel Five in a certain Warranty Deed from Michael Steinberg, Trustee to The Steinberg Realty Company dated May 1, 1948 and recorded July 17, 1948 in Vol. 220, Page 123 of the Danbury Land Records.

SCHEDULE C-I
FOR BUILDING ADDITION DRAFT/FINAL PLANS

(Exhibit A Property Plans and Specifications)

A. PLANS:

(SEE ATTACHED)

B. SPECIFICATIONS:

1. Facing material on the addition is to be red brick on all exposed north and east wall sections with stone or cast-stone lintels, sills and copings at intermediate and top beam levels as specified in specification items #1 and 2, on Exhibit C-II.

2. All glazing of lower and upper portions of the structure to be built on the property are to be solar gray polished plate glass and set at least 12 inches back from the brick face of the facade.

3. East and west walls of the structure to be built on the property are to be stopped 12 inches back from the corner piers with a vertical reveal.

4. Uniform awnings are to be provided on all street level windows on Liberty Street.

5. Top beam of new structure to be at least four feet wide.

6. No metal coping to appear on cornice; coping to be flush brick course, matching cast-stone, or stone.

7. Pedestrian lighting to be at 10 feet minimum height, on each pier and around corners on east and west elevations with clear lexan globes of 18 inch minimum diameter and incandescent filaments.

8. All panels of west elevation to be glass or spandrillite.

9. Windows and Panels:

a) all glass to be solar grey

b) Panels above upper-floor windows to be 2 panels butt-joined glass, or spandrillite.

c) ground level show windows to be butt-joined.

d) panels above show windows and main entrance to be glass, spandrilite or equivalent, not brick.

e) sign portion of panels above show windows to be of consistent heights in bays on the same side of main entrance bay with a minimum of ten inches visible in elevation.

f) panels below show windows to be of grey or black ceramic tile, spandrilite, or equivalent, finish masonry material with alcoves between piers to be brick pavers flush to sidewalk.

g) alcoves between piers to have brick pavers flush with and extending out to be sidewalk.

10. Proposals for planting, sidewalk and vehicular paving and other site improvements for the eight foot easement area east of the Hull Building and Addition will be submitted to the Agency and appropriate city offices for written approval before any action is initiated for such improvements, which the Private Party agrees to make. The improvement plan is to show curbing to include brick paved walk areas and substantial plantings extending from the Liberty Street sidewalk to the proposed truck loading door.

11. Any changes in any element shown in approved plans or specifications must be requested in writing, with adequate drawings, for review and written approval by the Agency before any work involving such changes is to be undertaken.

12. Repairs, renovations and reinforcements are to be made to and under the sidewalk(s) located along the North side of the subject property from the Northeast corner thereof to, and including, the sidewalk at and around the northwest corner of the Hull Building (so-called), such that said sidewalk(s) will meet all City, State, and Federal codes and regulations pertaining to the strength, load bearing capacity, and other design requirements of such sidewalk(s).

13. Any and all improvements on land owned by the City of Danbury damaged or destroyed in the process of making the improvements listed in this Schedule C-I or the attached plans shall be fully repaired or restored to the condition in which the same may have existed prior to such damage or destruction.

14. Anything to the contrary herein (or shown on the referenced plans) notwithstanding, no improvements or structures shall be constructed or located in any manner that violates or interferes with the utility easements referenced in Schedule A of this Agreement.

C-I PLANS

Plans prepared by Zurlo & Kistler, Architects, 363 Main Street, Danbury, Connecticut 06810, Lewis F. Zurlo, Certified Architect No. 1743, entitled and further identified as follows:

(1.) "1 - The Hull Building Main Level, Mr. Joe DaSilva, 181 to 185 Main St. Danbury, Connecticut, Preliminary Design Main Level - 6 Oct. 1982, Design Development Drawing - 26 Oct. 1982";

(2.) "2 - The Hull Building, Second Level Plan - Addition, Mr. Joe DaSilva, 181 to 185 Main St., Danbury, Connecticut, Preliminary Design 2nd Level Addition - 6 Oct. 1982";

(3.) "3 - The Hull Building, Second Level Plan, Mr. Joe DaSilva, 181 to 185 Main St., Danbury, Connecticut - Preliminary Design 2nd Level - 6 Oct. 1982";

(4.) "4 - The Hull Building, Third Level Plan, Mr. Joe DaSilva, 181 to 185 Main Street, Danbury, Connecticut, Preliminary Design 3rd Level - 6 Oct. 1982"; and

(5.) "5 - The Hull Building Elevations, Mr. Joe DaSilva, 181 to 185 Main Street, Danbury, Connecticut, Preliminary Design Elevations 6 Oct. 1982, Design Development Drawing Per Danb. Redev. Letter Received on Oct. 21, 1982, 26 Oct. 1982".

SCHEDULE C-II

MAIN STREET BUILDING: DRAFT/FINAL PLANS

(Exhibit D Property Plans and Specifications)

A. PLANS

(SEE ATTACHED)

B. SPECIFICATIONS

1. Renovation of the north WALL of the existing structure shall utilize a facing of red common brick and mortar matching as closely as possible in colors and values to the existing rear section of the wall, with brick samples to be submitted and approved by the Agency before ordering. No Dryvit, metal or other facing materials will be used.

2. Traditional fenestration shall be used for all visible openings in the north wall with cast-stone or stone lintels and sills of cast-stone or a projecting brick course similar to those on nearby buildings in color and value, designed as shown on Plan (Drawing #3).

3. No air conditioners, heat pumps or similar equipment will project from any wall; and any covers or ventilation screens

will be uniform and not marked with any signs or labels visible from the street.

4. The stairwell to be located toward the rear of the existing structure shall be constructed with bricks and mortar on each exposed vertical surface matching the adjacent wall as provided in item #1 above.

5. The roof billboard will be removed within 24 months of the delivery of the deed to the property described on Schedule A.

6. Use of the building will in all respects be in accordance with all city laws and regulations.

7. Uniform awnings are to be provided on all street level windows on Main Street; said awnings will also be uniform with the awning provided pursuant to specification number 4 of Schedule C-I.

8. No more than two inches of metal coping to appear on cornice. Cornice to be flush brick course, matching cast-stone, or stone.

9. Penthouse to be of matching brick, not dark bronze aluminum.

10. Repairs, renovations and reinforcements are to be made to and under the sidewalk(s) located along the west side of the Hull Building from the Southwest corner thereof to, and including, the sidewalk at and around the northwest corner of the Hull Building, such that said sidewalk(s) will meet all City, State, and Federal codes and regulations pertaining to the strength, load bearing capacity, and other design requirements of such sidewalk(s).

11. Any changes in any element shown in approved plans or specifications must be requested in writing, with adequate drawings, for review and written approval by the Agency before any work involving such changes is to be undertaken.

12. Any and all improvements on land owned by the City of Danbury damaged or destroyed in the process of making the improvements listed in this Schedule C-I or the attached plans shall be fully repaired or restored to the condition in which the same may have existed prior to such damage or destruction.

C-II PLANS

Plans prepared by Zurlo & Kistler, Architects, 363 Main Street, Danbury, Connecticut 06810, Lewis F. Zurlo, Certified Architect No. 1743, entitled and further identified as follows:

- (1.) "1 - The Hull Building Main Level, Mr. Joe DaSilva, 181 to 185 Main St. Danbury, Connecticut, Preliminary Design Main Level - 6 Oct. 1982, Design Development Drawing - 26 Oct. 1982";
- (2.) "2 - The Hull Building, Second Level Plan - Addition, Mr. Joe DaSilva, 181 to 185 Main St., Danbury, Connecticut, Preliminary Design 2nd Level Addition - 6 Oct. 1982";
- (3.) "3 - The Hull Building, Second Level Plan, Mr. Joe DaSilva, 181 to 185 Main St., Danbury, Connecticut - Preliminary Design 2nd Level - 6 Oct. 1982";
- (4.) "4 - The Hull Building, Third Level Plan, Mr. Joe DaSilva, 181 to 185 Main Street, Danbury, Connecticut, Preliminary Design 3rd Level - 6 Oct. 1982";
- (5.) "5 - The Hull Building Elevations, Mr. Joe DaSilva, 181 to 185 Main Street, Danbury, Connecticut, Preliminary Design Elevations 6 Oct. 1982, Design Development Drawing Per Danb. Redev. Letter Received on Oct. 21, 1982, 26 Oct. 1982";
- (6.) The Hull Building, North and West Elevation for, Mr. Joe DaSilva, 181 to 185 Main St., Danbury, Connecticut, issued: 3/9/82, issued for construction: 7/8/82, re-issued for construction: 11/16/82".

TO WHOM IT MAY CONCERN
(MILL BUILDING)

All that certain piece or parcel of land with the buildings thereon known as 181-185 Main Street, being shown and designated on a certain map entitled "Map of Property Prepared for Berman-Steinberg, Inc. at Danbury, Connecticut, Scale 1" - 20' 1942" and certified substantially correct by The Samuel W. Hoyt, Jr. Co., Inc., Civil Engineers and Surveyors, South Norwalk, Conn. which map is on file in the Office of the Town Clerk of Danbury as Map #753. Excepting therefrom that certain piece or parcel of land described in a Certificate of Taking in favor of the Redevelopment Authority of the City of Danbury dated August 30, 1977 and recorded in Volume 599, Page 574 of the Danbury Land Records.

Being a portion of the Fifth Parcel described in a certain Warranty Deed from Michael Steinberg, Trustee to The Steinberg Realty Company, dated May 1, 1948 and recorded July 17, 1948 at Volume 220, Page 123 of the Danbury Land Records.

Intending hereby to convey all property still owned by The Steinberg Realty Company in the City of Danbury as described in said deed at Volume 220, Page 123.

SUBJECT TO;

- (a) Any and all restrictions or limitations imposed or to be imposed by any governmental authority, including, without limitation, building and setback lines, zoning and planning rules and regulations, inland and tidal wetlands regulations, historic district regulations, and ordinances of

the municipality and district, if any, in which the Premises are situated, as well as any public or private law.

- (b) Current taxes, which taxes the Grantee assumes and agrees to pay as part consideration for this deed.
- (c) Such a state of facts as an accurate closed ground survey or physical inspection of the premises might disclose.
- (d) Rights of tenants in possession and leases and agreements by which tenants are in possession.
- (e) Nomination of building for the National Register.

Starting at a point on the easterly side of Main Street, Danbury, which point also lies on the southerly side of Liberty Drive, Danbury, which point therefore also marks the southeasterly intersection of said Main Street with said Liberty Drive, and which point constitutes the northwesterly corner of the herein described piece or parcel of land, thence running the following courses and distances: North $65^{\circ} 06' 25''$ East, 93.656 feet; North $69^{\circ} 33' 15''$ East, 31.64 feet; North $24^{\circ} 13' 35''$ West, 0.95 feet; North $68^{\circ} 23' 40''$ East, 11.65 feet; South $24^{\circ} 13' 35''$ East, 11.20 feet; North $67^{\circ} 18' 15''$ East, 21.492 feet; South $26^{\circ} 56' 00''$ East, 54.55 feet; South $71^{\circ} 06' 34''$ West, 40.70 feet; South $70^{\circ} 05' 34''$ West, 31.01 feet; South $57^{\circ} 59' 48''$ West, 70.75 feet; and North $39^{\circ} 38' 16''$ West, 72.92 feet to the true point or place of beginning.

SCHEDULE E

(Connecticut standard form Quit Claim Deed
of property described on Schedule A,
with the restrictions, easements and covenants aforesaid)

SCHEDULE F

(Connecticut standard form Warranty Deed
of property described on Schedule B,
with the restrictions, easements and covenants aforesaid)

SCHEDULE G

(American Commercial Arbitration Rules)

SCHEDULE H

GENERAL RELEASE

TO ALL TO WHOM THESE PRESENTS SHALL COME,

OR MAY CONCERN:

GREETING: KNOW YE, That JOSEPH DaSILVA, of _____, Danbury, Connecticut for and in consideration of the sum of THREE THOUSAND ONE HUNDRED AND TWENTY-NINE DOLLARS (\$3,129.00), lawful money of the United States of America to him in hand paid by THE CITY OF DANBURY, ACTING BY AND THROUGH THE REDEVELOPMENT AGENCY OF THE CITY OF DANBURY, the receipt whereof is hereby acknowledged, has remised, released, and forever discharged, and by these presents do for his heirs, executors and administrators, remise, release and forever discharge the said THE CITY OF DANBURY, ACTING BY AND THROUGH THE REDEVELOPMENT AGENCY OF THE CITY OF DANBURY, their successors and assigns, of and from all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckoning, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law or in equity, which against the said THE CITY OF DANBURY, ACTING BY AND THROUGH THE REDEVELOPMENT AGENCY OF THE CITY OF DANBURY, JOSEPH DaSILVA ever had, now has or which his heirs, executors or administrators, hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of these presents, specifically including claim, cause of action, or the like as further specified hereinabove arising from or out of any or all injury, damage, harm or detriment to my real and personal property, whether accidental, deliberate, or otherwise caused or occasioned by said CITY OF DANBURY or said REDEVELOPMENT AGENCY OF THE CITY OF DANBURY, or their agents or employees, including specifically any injury, damage, harm or detriment to a certain building wall or common wall located upon or along the northerly boundary of a certain piece or parcel of land more particularly described on Schedule A attached hereto and made a part hereof. Schedule A hereof being the same as Schedule D a certain agreement entitled "Agreement For Sale of Land For Private Redevelopment By and Between The City of Danbury, Acting by and Through The Redevelopment Agency of the City of Danbury and Joseph DaSilva" dated February 7, 1983.

RESOLUTION NO. 201

RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF DANBURY,
CONNECTICUT

RE: DISPOSITION OF PARCEL S-19-1

WHEREAS, the Redevelopment Agency of the City of Danbury (hereinafter called the "Agency") has received an offer from JOSEPH DASILVA to purchase Disposition Parcel S-19-1 in the Midtown East Neighborhood Development Program, Conn. A-4; and

WHEREAS, the Agency has previously determined that it will follow a negotiated method of disposal for this disposition parcel; and

WHEREAS, the Agency made such determination, and does hereby ratify and confirm such determination, as the basis that such method is in the best interests of the City of Danbury and on the basis that the sale of said parcel is to be made to a Redeveloper for whom all of the land has special adaptability, to a Redeveloper who is an abutter of such land, and to a Redeveloper in partial exchange of land to adjust lot lines within the Midtown East Neighborhood Development Program area; and

WHEREAS, a disposition price of \$7,900.00, based upon an independent re-use appraisal, has been recommended and has been approved; and

WHEREAS, the Agency proposes to enter into a Land Disposition Agreement (Agreement for Sale of Land for Private Redevelopment) and a Deed of Conveyance for the sale of said parcel to JOSEPH DASILVA:

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF THE CITY OF DANBURY:

1. That the use of a negotiated method of disposition for the sale and conveyance of disposition Parcel S-19-1 is again determined to be the most appropriate method of disposition, and such method is hereby approved.

2. That JOSEPH DASILVA is hereby designated as the redeveloper of said disposition parcel, subject to compliance with all applicable local, state, and federal laws and requirements.

3. That the disposition price of \$7,900.00 is found to be satisfactory and not less than the fair value of the land for uses in accordance with the Urban Renewal Plan for the Project.

4. That the approval and concurrence of the Common Council of the City of Danbury is hereby requested to authorize the Mayor of the City of Danbury and the Agency by its Chairman to execute a Land Disposition Agreement and Deed of Conveyance on behalf of the City of Danbury and the Agency respectively.

RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A.D., 19

RESOLVED, by the Common Council of the City of Danbury:

WHEREAS, the Redevelopment Agency of the City of Danbury (hereafter called the "Agency") has received an offer from Joseph DaSilva to purchase and develop Disposition Parcel S-19-1 in the Midtown East Neighborhood Development Project, Conn. A-4; and

WHEREAS, Section 8-137 of Chapter 130 of the Connecticut General Statutes, Revision of 1958, as amended, requires that a redevelopment agency obtain the approval and concurrence of the legislative body of the municipality prior to entering into a contract for the sale or lease of land in an urban renewal project area; and

WHEREAS, the Agency has requested the approval of the Common Council of the City of Danbury of the aforesaid land disposition and has requested authorization for the Mayor of the City of Danbury and the Chairman of the Agency to execute a Land Disposition Agreement (Agreement for Sale of Land for Private Redevelopment) on behalf of the City and the Agency, respectively and has further requested authorization from the Mayor of the City of Danbury to execute and deliver the Deed of Convneyance for Disposition Parcel S-19-1:

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Danbury:

1. That the Mayor of the City of Danbury and the Chairman of the Agency are hereby authorized and directed to execute said Land

Disposition Agreement on behalf of the City of Danbury and the Agency, respectively;

2. The Mayor of the City of Danbury is hereby authorized and directed to execute and deliver the Deed of Conveyance for Disposition Parcel S-19-1; and

3. The Mayor of the City of Danbury is hereby authorized and directed to execute such further or other instrument, and take such other actions as may be necessary or convenient so as to carry the foregoing into full force and effect.

✓ 119

PROBATE COURT
DISTRICT OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

(203) 797-4521

RICHARD L. NAHLEY
JUDGE

—
DISTRICT NO. 034

MARJORIE CERVENISKI
CLERK

—
PATRICIA SAVIANO
ASS'T CLERK

February 28, 1983

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

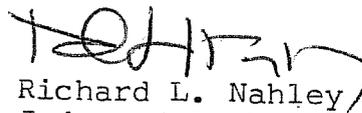
Dear Mayor Dyer:

Because of an increase in the number of cases in the Probate Court and because of factors beyond our control, in order to make it to the end of the fiscal year, the Probate Court respectfully requests the sum of \$1,825.96 for the following items:

Postage	\$ 300.00
Printing and Binding	\$1,000.00
Office Services	\$ 30.00
Office Supplies	\$ 495.96
Total	<u>\$1,825.96</u>

I would appreciate your sending on this request to the Common Council. I am, of course, willing to meet with you and the members of the Common Council to discuss this, at your convenience.

Very truly yours,


Richard L. Nahley
Judge of Probate



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

THEODORE H. GOLDSTEIN,
CORPORATION COUNSEL

ERIC L. GOTTSCHALK
THOMAS G. WEST
SANDRA V. LEHENY
ASSISTANT CORPORATION
COUNSEL

March 30, 1983

PLEASE REPLY TO:

P.O. Box 1261
DANBURY, CT 06810

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

Re: Corporation Counsel Budget Item 029500 -
Outside Services

Dear Mayor:

Because of the splendid recent performance of the Health Department and the Environmental Impact Commission in making Danbury an excellent place for human habitation, the above-captioned account has run dry. Said account provides funds for sheriff's fees, court entry fees, expert witnesses at trials, transcripts of court proceedings, title searches, printing of briefs, maintenance of our law library, legal research, and otherwise works as a catch-all for other legal requirements. I am advised that the Health Department anticipates further legal action during the balance of this fiscal year to otherwise strengthen adherence to its rules and regulations. In addition, the E.I.C. is also becoming involved in further litigation.

As previously indicated, the allotment for this fiscal year has already been exhausted and there are, in fact, outstanding bills which we have been unable to satisfy. I therefore request the transfer of the sum of \$1,500 from the Contingency Fund into this account so that we can meet both current obligations and those which will arise in the future. I would urge that the promptest consideration be given to this request.

Very cordially yours,

Theodore H. Goldstein
Corporation Counsel

THG:cr

c: Elizabeth A. Crudginton ✓
City Clerk



HOUSE MEMO

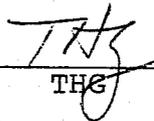
Date March 30, 1983 No.

To John P. Edwards
Director of Finance, Acting

From: Theodore H. Goldstein
Corporation Counsel

John:

Please provide certification of funds
re the attached for the April 5, 1983 Common Council
meeting.



THG

THG:cr

Attachment

**PUT IT IN WRITING
AVOID MISTAKES**

SIGNED



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DEPARTMENT
OF FINANCE

March 31, 1983

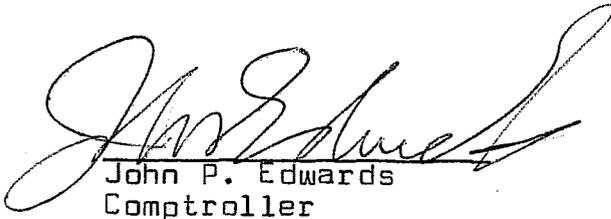
TO: Common Council via
Mayor James Dyer

Certification #138

FROM: John P. Edwards

We hereby certify \$1,500.00 as being available from
General Fund - Fund Balance for purposes of the
Corporation Counsel Budget Account #02-01-150-029500.

Previous balance of Fund Balance	\$ 374,352.00
Less pending requests	45,961.10
Less this request	1,500.00
	<u>\$ 326,890.90</u>


John P. Edwards
Comptroller

JPE/af



CITY OF DANBURY
OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

JAMES E. DYER
MAYOR

April 5, 1983

Honorable Members of the Common Council
City of Danbury
Connecticut

Dear Council Members:

I respectfully request your confirmation of the following appointment and reappointments to the Building Code Board of Appeals:

Appointment:

Mr. Charles Sturges, 89 Hospital Avenue, Danbury for a term to expire on January 1, 1986.

Mr. Sturges is a builder in Danbury.

Re-Appointments:

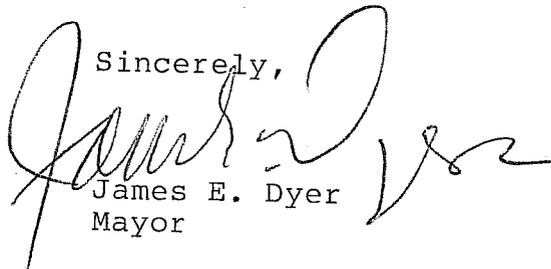
Mr. Roger LeBlanc, 25 Bel Air Drive, Danbury for a term to expire on January 1, 1984

Mr. John Plecity, Middle River Road, Danbury for a term to expire on January 1, 1985

Mr. Chido Licciardi, 22 High Rise Road, Danbury for a term to expire on January 1, 1987

Mr. John A. Schweitzer, 70 King Street, Danbury for a term to expire on January 1, 1988.

Sincerely,



James E. Dyer
Mayor

JED:mad



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

ZONING COMMISSION
797-4595

March 3, 1983

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

Dear Mayor Dyer:

The Zoning Commission received letters of resignation from Mr. Louis Ginsberg (regular member) and Mr. John Leopold (alternate) at its meeting of March 1, 1983.

Therefore, we ask that you kindly begin the procedure to replace both of these positions.

Thank you for your cooperation.

Very truly yours,

Basil J. Friscia
Chairman

BJF/rg

cc: Mary Ann Doran

ACE INDUSTRIAL SUPPLY, INC.

"Specialized Service to Industry"

A. K. A. ACE INDUSTRIAL HARDWARE CO.

5 Starr Street • Danbury, Connecticut 06810

Area Code 203 743-7686

February 28, 1983

Zoning Commission,
City of Danbury, Conn.

Attn: J. Basil Friscia, Chairman

Dear Basil,

It is with regret that I submit my resignation. Due to section 18.8 of the City Charter a conflict of interest exists for me since I do business with the City of Danbury.

For two years and nine months my association with the commission and its members was most interesting and enjoyable.

The City of Danbury owes a vote of thanks to this Commission. The Commission processed all of the zone change applications with extreme honesty and non politically.

Your Chairman is to be commended. He has handled several potentially hot public hearings in his usual calm, cool and efficient way.

A last bouquet should be given to your rhyming secretary. She always gets her work load done on time and in a very pleasant way.

If and when the Charter is corrected our paths may cross again.

Until then, Good Luck and good-bye.

Sincerely yours,

Lou Ginsberg

Lou Ginsberg

Rec'd.
2-28-83

63 Long Ridge Road
Danbury, Ct 06810

28 February 1983

Mr. Basil Friscia
Chairman, Zoning Commission
City Hall
Danbury, CT 06810

Dear Basil:

Working with the Zoning Commission has been a very rewarding experience. The hard working determination of the commissioners to decide on what is best for the city can be appreciated by anyone who has attended the meetings which you chair. I am proud to have had the opportunity to work with the commission.

As you know, last week I was accepted as a member of the Common Council. This new position makes it impossible for me to continue as a member of the Zoning Commission. Please accept my resignation effective immediately.

With best wishes to you and all the commissioners, I am

Sincerely yours,

John A. Leopold
John A. Leopold

*Rec'd
3-1-83*



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

April 5, 1983

REPORT & RESOLUTION

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

The Common Council committee appointed to review the Resolution regarding an application to the Connecticut Department of Human Resources (Title XX Social Services), met on March 23, 1983 at 7:00 P.M.

Council Members present were L. Charles, G. Enriquez and J. McGarry. Also present was Brian Graney, Grants Administrator. Mr. Graney provided the committee with an explanation of the purpose of a counseling grant. He noted that this grant is administered by the City Welfare Department.

The City's share of this grant (portion the City must provide) is \$9,655.. The total contract amount is \$48,275; therefore \$38,620 is the amount that would be applied for by the City through the Connecticut Department of Human Resources.

The Counseling Services would be provided by the Welfare Department.

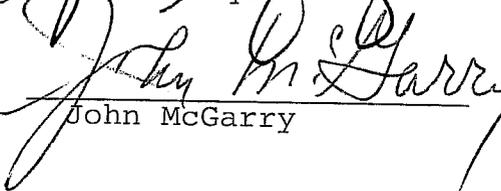
A motion was made by Councilman Enriquez and seconded by Councilman McGarry that the committee recommend to the Council that the Mayor be allowed to authorize the application to the Connecticut Department of Human Resources for Title XX funding in the amount of \$38,620. Motion passed.

The Committee recommends adoption of the Resolution.

Respectfully submitted


Louis T. Charles Chairman


Gene Enriquez


John McGarry

23

PROJECT REVIEW FORM
GRANTS ADMINISTRATOR
CITY OF DANBURY, CONNECTICUT

PROGRAM DATA:

- | | |
|---|---|
| <input type="checkbox"/> New Funding for New Program | <input type="checkbox"/> Award Approval Reapplication |
| <input checked="" type="checkbox"/> Continuation Grant | <input type="checkbox"/> Amendment |
| <input type="checkbox"/> New Funding for Existing Program from Different Source | |

City Welfare - Title XX Counseling
PROJECT TITLE

CONTRACT NO.

Section 2352 - Omnibus Budget Reconciliation Act of 1981 (P.L. 97-3)
LEGISLATIVE ACT AUTHORIZING THIS PROGRAM

CT. Dept. of Human Resources
FUNDING AGENCY

John Andrews
AGENCY CONTACT PERSON

566-2906
TELEPHONE & EXT.

SUBMISSION DEADLINE

October 1, 1982 to September 30, 1983
GRANT PERIOD

City of Danbury - Title XX eligible recipients
TARGET AREA/TARGET POPULATION

PURPOSE OF PROGRAM:

The program provides direct counseling services in conjunction with financial assistance. Individuals and families seeking financial assistance have displayed other needs in the areas of employment placement, family crisis, financial planning, and emotional and mental support.

OTHER PERTINENT INFORMATION REGARDING GRANT:



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

April 5, 1983 A. D., 19

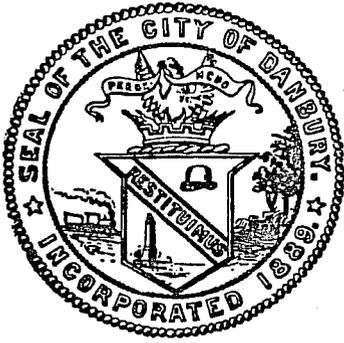
RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Connecticut Department of Human Resources has made funds available to municipalities under the Title XX - Social Services Block Grant in accordance with Section 2352 of the Omnibus Budget Reconciliation of 1981 (Public Law 97-35); and,

WHEREAS, the City of Danbury through the Welfare Department will provide counseling services to Title XX eligible recipients; and,

WHEREAS, the City of Danbury may be eligible to apply for Title XX reimbursement up to \$38,620 during the period from October 1, 1982 to September 30, 1983.

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



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Connecticut Department of Human Resources has made funds available to municipalities under the Title XX - Social Services Block Grant in accordance with Section 2352 of the Omnibus Budget Reconciliation of 1981 (Public Law 97-35); and,

WHEREAS, the City of Danbury through the Welfare Department will provide counseling services to Title XX eligible recipients; and,

WHEREAS, the City of Danbury may be eligible to apply for Title XX reimbursement up to \$38,620 during the period from October 1, 1982 to September 30, 1983.

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



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

April 5, 1983

REPORT

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

Re: Request by Environmental Impact Commission for additional funds.

The committee appointed to review the above request, met on March 21, 1983 at 9:50 P.M. at City Hall. Committee members present were Chairman John Esposito, and John Leopold. Also in attendance were Council Members Torcaso and Eriquez and J. Kozuchowski of the Health Department and E.I.C. Commission.

It was determined that the additional funds were needed for secretarial and legal fees. Mr. Esposito checked with the Comptroller and was informed that funds are available.

There has been an increase in the number of applications and those fees go directly into the General Fund.

A motion was made, seconded and duly passed to approve the request in the amount of \$700. to be transferred to the Environmental Impact Commission Budget. Meeting adjourned at 10:00 P.M.

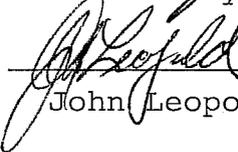
Respectfully submitted



John Esposito Chairman



Ernest Boynton



John Leopold



24

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

April 5, 1983

REPORT

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

Re: Request by Environmental Impact Commission for additional funds.

The committee appointed to review the above request, met on March 21, 1983 at 9:50 P.M. at City Hall. Committee members present were Chairman John Esposito, and John Leopold. Also in attendance were Council Members Torcaso and Eriquez and J. Kozuchowski of the Health Department and E.I.C. Commission.

It was determined that the additional funds were needed for secretarial and legal fees. Mr. Esposito checked with the Comptroller and was informed that funds are available.

There has been an increase in the number of applications and those fees go directly into the General Fund.

A motion was made, seconded and duly passed to approve the request in the amount of \$700. to be transferred to the Environmental Impact Commission Budget. Meeting adjourned at 10:00 P.M.

Respectfully submitted

John Esposito

Chairman

Ernest Boynton

John Leopold



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DEPARTMENT
OF FINANCE

March 22, 1983

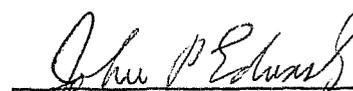
TO: Common Council via
Mayor James Dyer

Certification #133

FROM: John P. Edwards

We hereby certify to the availability of \$700.00 in the Contingency Account to be transferred to the Environmental Impact Commission for secretarial and legal fees.

Previous balance of Contingency Account	\$ 245,990.90
Less pending requests	2,974.55
Less this request	700.00
	<hr/>
	\$ 242,316.35



John P. Edwards
Comptroller

JPE/af



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

April 5, 1983

REPORT

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

Re: Civil Service Budget Adjustment Request.

A meeting was held on March 7, 1983 at 7:00 P.M. in room 432. Committee members present were Councilmen Boynton and Charles. Also in attendance was Mr. N. Nero, Temporary Chief Examiner for the Civil Service Commission.

The request was for advertising dollars expended at the request of the Mayor in various publications, advertising the opening for a Fire Chief. The total amount expended and requested by the Civil Service Commission is \$974.55.

As this was an extraordinary budget expense not foreseen at the time of the Budget preparation and therefore was not in the 1983 Budget request, the committee voted to recommend the approval of this request.

The motion for approval was made by Councilman Charles and seconded by Chairman Boynton. The vote was unanimous. The meeting was adjourned at 7:10 P.M.

Respectfully submitted

Ernest M. Boynton

Chairman

Louis T. Charles, Jr.

Diane Eppoliti



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DEPARTMENT
OF FINANCE

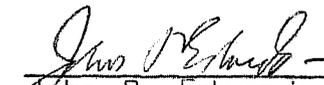
March 22, 1983

TO: Common Council via Certification #132
Mayor James Dyer

FROM: John P. Edwards

We hereby certify to the availability of \$974.55 in the Contingency Account to be transferred to the Civil Service Commission Account #02-01-183-022500.

Previous balance of Contingency Account	\$ 245,990.90
Less pending request	2,000.00
Less this request	974.55
	<hr/>
	\$ 243,016.35



John P. Edwards
Comptroller

JPE/af



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

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Conrad

DEPARTMENT
OF FINANCE

February 15, 1983

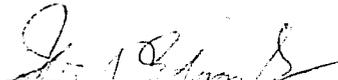
TO: Mayor James E. Dyer

FROM: John P. Edwards

RE: Labor Negotiator Funds

Would you kindly ask the committee who handled the labor negotiation funds (Mr. Cassano) to go back into session and review the need for additional funds. The costs have risen as the negotiations have become more protracted.

No funds were committed to pay the labor negotiator beyond December 31, 1982, but we have not terminated this service so we must pay. The estimated cost is \$7,500.00 for five months. The total projected funds required for this account are \$13,223.10 (see list).


John P. Edwards
Comptroller

JPE/af
Enc.

Projected labor negotiation costs as of 2/15/83 are as follows:

E. J. Mitchell - special pension work	\$ 2,737.50
Routine bills to E. J. Mitchell Associates (5 months)	7,500.00
Out of pocket to Mitchell for actuary (Huppeler)	3,700.00
Additional actuarial work - Huppeler, Meidinger	
Police Negotiations	5,000.00
Arbitration Board	5,500.00
Routine Filing Fees	<u>500.00</u>
	\$24,937.50
Funds on hand	<u>11,714.40</u>
Required funds to complete the fiscal year of labor negotiator	\$13,223.10



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DEPARTMENT
OF FINANCE

March 29, 1983

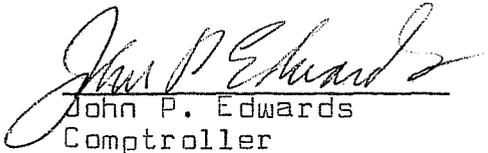
TO: Common Council via
Mayor James Dyer

Certification #137

FROM: John P. Edwards

We hereby certify that \$13,223.10 is available in the General Fund Balance for the payment of labor negotiation charges.

Previous balance of Fund Balance	\$ 374,352.00
Less pending requests	32,738.00
Less this request	13,223.10
	<u>\$ 328,390.90</u>


John P. Edwards
Comptroller

JPE/af



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

April 5, 1983

REPORT

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

Re: Funds for Labor Negotiation Fees.

The Committee appointed to consider the request for funds for Labor negotiation fees met at 6:30 P.M. on March 16, 1983 in room 432 at City Hall. In attendance were committee members Cassano, Gallo and Zotos.

The committee reviewed the petition from John Edwards for \$13,223.10 to cover negotiation fee funding for the remainder of the fiscal year.

E.J. Mitchell - Special Pension Work	\$2,737.50
Routine Bills for E.J. Mitchell Assoc. (5 Mos.)	7,500.00
Out of pocket to Mitchell for actuary (Huppeler)	3,700.00
Additional actuarial work - Huppeler, Meidinger	
Police Negotiations	5,000.00
Arbitration Board	5,500.00
Routine Filing Fees	500.00
	<hr/>
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	<hr/>
Required funds to complete the fiscal year of labor negotiator	\$13,223.10

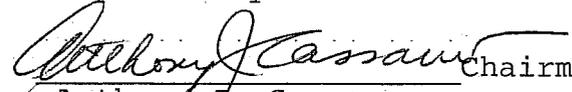
The committee discussed the contractual arrangement between the City and E. J. Mitchell Associates. Apparently the City is obligated to a sum of \$1500 per month. Mr. Edwards commented, and the committee concurred, that some, if not all, of the work being done under the contract could be done by the Personnel Director's Office. The recurring changes in the Personnel Director position over the past year has necessitated the use of outside negotiating services.

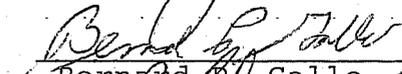
Mr. Gallo made a motion that the committee recommend to the Common Council that the sum of \$13,223.10 be transferred from the Contingency Account (subject to certification) to the Labor Negotiations Professional Services and fees Account #02-01-201-020100. Mr. Zotos seconded and there was unanimous approval.

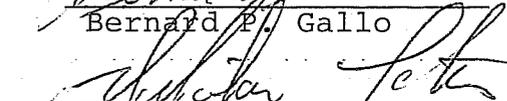
Further, Mr. Gallo moved that the committee recommend that the Personnel Director pursue the modification or termination of the \$1500 per month contract with E. J. Mitchell Associates, since the committee concludes that the primary negotiation function should be the responsibility of the Personnel Director. Mr. Zotos seconded and there was unanimous approval.

Finally, the committee expressed the opinion that a more realistic approach may be necessary in preparing and reviewing the 1983-1984 Budget requests for the Labor Negotiations Account. This approach hopefully would avoid the necessity of coming to the Common Council for additional funding during the next fiscal year.

Respectfully submitted


Chairman
Anthony J. Cassano


Bernard P. Gallo


Nicholas Zotos



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

COMMITTEE REPORT

April 5, 1983

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

The Common Council committee appointed to review a request from the Volunteer Bureau of Greater Danbury for a contribution of \$1,000 met on March 21, at 9:45 P.M. Present were Council Members Elder, Evans and Zotos. Also present was Bobbi Feinson, Executive Director of the Volunteer Bureau.

Mrs. Feinson explained that the Volunteer Bureau functioned like a personnel agency, recruiting and placing volunteers into positions in the community. The Bureau is currently funded by the United Way and expects to be funded next year as well.

The Bureau's key priority for next year is to establish a program of community involvement for high school students. These students would do needed work while gaining practical working experience. The Bureau is requesting \$1,000 from the City to purchase the audio visual equipment and supplies needed to create and present a slide presentation which would be used to recruit high school students as volunteers. The \$1,000 would be used for a 35 mm camera, a programmable slide projector, a screen, film and other supplies.

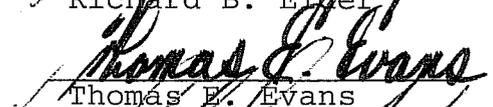
The committee felt that this was a worthwhile project but, in light of the extremely tight position of the Contingency Fund, felt that it could not recommend granting this request at this time.

Councilman Evans motioned to recommend denial of the request. Councilman Zotos seconded the motion which passed unanimously.

The committee encouraged the bureau to continue to look for business or organizations in the community who would be willing to lend the needed equipment and donate some supplies.

Respectfully submitted


Richard B. Elder, Chairman


Thomas E. Evans


Nicholas Zotos



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

COMMITTEE REPORT

April 5, 1983

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Honorable Members of the Common Council

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Respectfully submitted

Chairman

Richard B. Elder

Thomas E. Evans

Nicholas Zotos



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

April 5, 1983

PUBLIC WORKS COMMITTEE REPORT

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

Re: Request for \$50,000 for parts and materials for equipment maintenance.

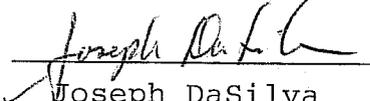
The Public Works Committee reviewed a request from George Massoud Superintendent of Equipment maintenance, for \$50,000 for parts and materials needed by his Department, to complete this fiscal year. Necessary work included the repair of trucks and back hoe engines, the overhaul of street sweepers, replacement of tires, fitters, etc.

While the committee was sympathetic to this request, realizing the need to keep our equipment in repair, we did not feel that we could recommend the appropriation of this money from the contingency or surplus accounts.

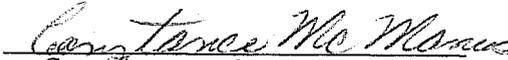
A check with the Finance Office verified that these accounts are low at this time. Daniel Garamella, Director of Public Works, reported that he would not be purchasing a new street sweeper because the \$13,000 appropriation needed would not be available. He then stated that monies within his department, slated for a sweeper, could then be switched to the proper line in order to cover the purchase of necessary parts.

It is therefore the recommendation of the Public Works Committee that no funds be appropriated for this request at this time.

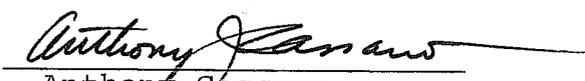
Respectfully submitted



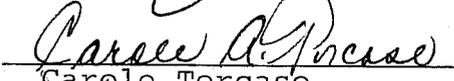
Joseph DaSilva Chairman



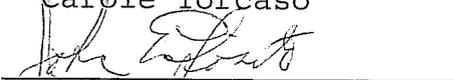
Constance McManus



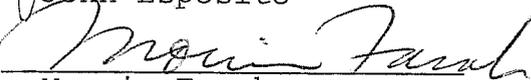
Anthony Cassano



Carole Torcaso



John Esposito



Mounir Farah



Gene Enriquez



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

April 5, 1983

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Honorable Members of the Common Council

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Respectfully submitted

Chairman

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Carole Torcaso

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Gene Enriquez

Mounir Farah



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

April 5, 1983

PUBLIC WORKS COMMITTEE REPORT

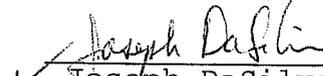
Honorable Mayor James E. Dyer
Honorable Members of the Common Council

Re: Request for \$13,000 for the purchase of a street sweeper.

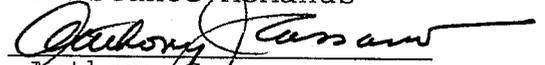
The Public Works Committee studied a request from D. Garamella Director of Public Works, for an appropriation of \$13,000 for the purchase of a street sweeper. The remaining \$60,000 of the purchase price for the sweeper would come from within the various departments in the Public Works Budget. When the facts that the Contingency and surplus accounts are low at this time, making the appropriation difficult, and that an amount of \$50,000 is being requested for equipment maintenance, it was decided by Mr. Garamella and the committee, that the money set aside for the sweeper be used for parts and materials and a new sweeper not be purchased at this time.

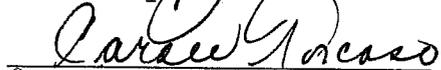
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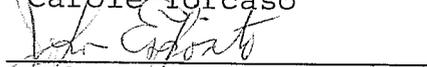
Respectfully submitted

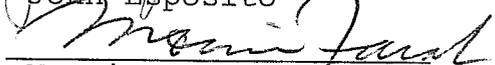

Joseph DaSilva Chairman

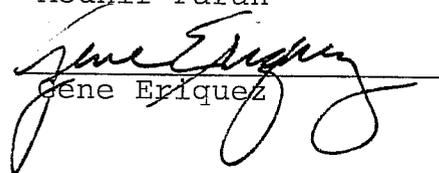

Constance McManus


Anthony Cassano


Carole Torcaso


John Esposito


Mounir Farah


Gene Enriquez



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

April 5, 1983

PUBLIC WORKS COMMITTEE REPORT

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

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Respectfully submitted

Chairman

Joseph DaSilva

Constance McManus

Anthony Cassano

Carole Torcaso

John Esposito

Mounir Farah

Gene Eriquez



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

April 5, 1983

REPORT

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

The Sunset Review Committee submits the attached committee findings in compliance with Section 2-179 of the Code of Ordinances of the City of Danbury.

During its deliberations, the committee has determined that the Conservation Commission and Environmental Impact Commission are performing in accordance with their ordinances.

In recommending termination of the Flood and Erosion Control Board, the committee feels that the City should continue to have certain powers that can be distributed to other agencies. If this is not done, the State will assume those powers under Sections 25-84 - 25-98 of the Connecticut State Statutes.

The Committee recommends that a public hearing be scheduled to terminate the Flood and Erosion Control Board, as set forth in section 2-180 of the Code of Ordinances of the City of Danbury, Connecticut.

Respectfully submitted

Carole A. Torcaso Chairperson
Carole A. Torcaso

Janet Butera
Janet Butera

Mounir Farah
Mounir Farah

Stephen Flanagan
Stephen Flanagan

Richard Janey
Richard Janey



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

April 5, 1983

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Carole A. Torcaso

Chairperson

Janet Butera

Mounir Farah

Stephen Flanagan

Richard Janey



CITY OF DANBURY

155 DEER HILL AVENUE

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COMMON COUNCIL

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Janet Butera

Mounir Farah

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Richard Janey

SUNSET REVIEW COMMITTEE FINDING

ENTITY BEING REVIEWED Environmental Impact Commission

SCHEDULED TERMINATION DATE June 30, 1983

COMMITTEE RECOMMENDATION AND VOTE Unanimous

CONTINUATION XX

TERMINATION _____

CONSOLIDATION _____

OTHER _____

Under Section 2-172 - 2-187 of the Code of Ordinances of Danbury, Connecticut, the Sunset Review Committee is to consider the factors of Section 2-182 in making findings on the need for continuation of an entity. The committee has considered the factors under Section 2-182 and its recommendations are as follows:

1. They are fulfilling the requirements stated in their Ordinance.
2. Documentation presented to and reviewed by the committee substantiates continuance of the Commission.

SIGNATURES OF COMMITTEE: _____

SUNSET REVIEW COMMITTEE FINDING

ENTITY BEING REVIEWED Environmental Impact Commission

SCHEDULED TERMINATION DATE June 30, 1983

COMMITTEE RECOMMENDATION AND VOTE Unanimous

CONTINUATION XX

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SUNSET REVIEW COMMITTEE FINDING

ENTITY BEING REVIEWED Environmental Impact Commission

SCHEDULED TERMINATION DATE June 30, 1983

COMMITTEE RECOMMENDATION AND VOTE Unanimous

CONTINUATION XX

TERMINATION

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SIGNATURES OF COMMITTEE: _____

ENTITY BEING REVIEWED Conservation Commission

SCHEDULED TERMINATION DATE June 30, 1983

COMMITTEE RECOMMENDATION AND VOTE Unanimously

CONTINUATION XX

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CONSOLIDATION _____

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SUNSET REVIEW COMMITTEE FINDING

ENTITY BEING REVIEWED Conservation Commission

SCHEDULED TERMINATION DATE June 30, 1983

COMMITTEE RECOMMENDATION AND VOTE Unanimously

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SUNSET REVIEW COMMITTEE FINDING

ENTITY BEING REVIEWED Conservation Commission

SCHEDULED TERMINATION DATE June 30, 1983

COMMITTEE RECOMMENDATION AND VOTE Unanimously

CONTINUATION XX

TERMINATION _____

CONSOLIDATION _____

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SIGNATURES OF COMMITTEE:

SUNSET REVIEW COMMITTEE FINDING

ENTITY BEING REVIEWED Flood & Erosion Control Board

SCHEDULED TERMINATION DATE June 30, 1983

COMMITTEE RECOMMENDATION AND VOTE Unanimously

CONTINUATION _____

TERMINATION xx

CONSOLIDATION _____

OTHER _____

Under Section 2-172 - 2-187 of the Code of Ordinances of Danbury, Connecticut, the Sunset Review Committee is to consider the factors of Section 2-182 in making findings on the need for continuation of an entity. The committee has considered the factors under Section 2-182 and its recommendations are as follows:

1. Upon several requests for the Flood and Erosion Control Board to justify its continuance, the members failed to do so. It is therefore determined to not be complying with its ordinance.
2. The powers and duties empowered to the said Board, be distributed to other City Agencies.

SIGNATURES OF COMMITTEE: _____

SUNSET REVIEW COMMITTEE FINDING

ENTITY BEING REVIEWED Flood & Erosion Control Board

SCHEDULED TERMINATION DATE June 30, 1983

COMMITTEE RECOMMENDATION AND VOTE Unanimously

CONTINUATION _____

TERMINATION XX _____

CONSOLIDATION _____

OTHER _____

Under Section 2-172 - 2-187 of the Code of Ordinances of Danbury, Connecticut, the Sunset Review Committee is to consider the factors of Section 2-182 in making findings on the need for continuation of an entity. The committee has considered the factors under Section 2-182 and its recommendations are as follows:

- 1. Upon several requests for the Flood and Erosion Control Board to justify its continuance, the members failed to do so. It is therefore determined to not be complying with its ordinance.
- 2. The powers and duties empowered to the said Board, be distributed to other City Agencies.

SIGNATURES OF COMMITTEE: _____

SUNSET REVIEW COMMITTEE FINDING

ENTITY BEING REVIEWED Flood & Erosion Control Board

SCHEDULED TERMINATION DATE June 30, 1983

COMMITTEE RECOMMENDATION AND VOTE Unanimously

CONTINUATION _____

TERMINATION XX _____

CONSOLIDATION _____

OTHER _____

Under Section 2-172 - 2-187 of the Code of Ordinances of Danbury, Connecticut, the Sunset Review Committee is to consider the factors of Section 2-182 in making findings on the need for continuation of an entity. The committee has considered the factors under Section 2-182 and its recommendations are as follows:

1. Upon several requests for the Flood and Erosion Control Board to justify its continuance, the members failed to do so. It is therefore determined to not be complying with its ordinance.
2. The powers and duties empowered to the said Board, be distributed to other City Agencies.

SIGNATURES OF COMMITTEE:



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

April 5, 1983

~~March 14, 1983~~

PUBLIC WORKS COMMITTEE REPORT

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

Re: Capital Improvement Bond Issue.

The Public Works Committee has carefully studied the Capital Bond proposal of Mayor Dyer, as committed to us in May of 1982. The Department Head or Director for each Agency came before the committee to discuss the need for the projects in their area. The committee then went on an on-site inspection of most of the projects.

The Public Works Committee feels the various items on the Bond Proposal represent projects that are of great need to the City or major maintenance jobs that can no longer be put off. The cost of these items is too much to do in a yearly budget and further postponement would escalate the cost and cause further damage to many facilities.

We therefore strongly recommend the Capital Bond Proposal be approved for referendum by the Common Council through the normal procedures.

Respectfully submitted

Joseph DaSilva Chairman
Joseph DaSilva

Constance McManus
C. McManus

Anthony J. Cassano
A. Cassano

Carree Torcaso
C. Torcaso

J. Esposito
J. Esposito

M. Farah
M. Farah

G. Enriquez
G. Enriquez

AN ORDINANCE MAKING APPROPRIATIONS FOR VARIOUS PUBLIC IMPROVEMENTS AGGREGATING \$7,725,000 AND AUTHORIZING THE ISSUANCE OF \$7,725,000 BONDS OF THE CITY TO MEET SAID APPROPRIATIONS AND PENDING THE ISSUE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE

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

Section 1. The sums set opposite the public improvements hereinafter listed are hereby appropriated to meet the costs thereof, respectively, including costs of surveys, borings and easement acquisitions, and engineering, construction, equipment, legal, administrative and other related costs, each of said appropriations to be inclusive of any and all Federal and State grants-in-aid thereof:

(a) Schools:

- New All-Weather Track at Danbury High School
- Reconstruct Sidewalks and Curbing at various schools as needed
- Recap Parking and Playground Areas at various schools as needed
- New Gym Floor at Rogers Park Junior High School
- Replace Floor Tiles at various schools as needed
- Install Dust Collecting System at Danbury High School

\$ 480,000

(b) Schools:

- Handicap Ramp at Park Avenue School
- Replace Gym Ceiling at Hayestown Avenue School
- Auditorium Improvements at Danbury High School
- Repair Steps and Wall at Danbury High School
- Exterior Renovations at Alternative Education - Locust Avenue
- Install Ventilation System at Broadview Junior High School
- Install Partitions at Rogers Park Junior High School
- Replace Roof at Education Service Center - Osborne Street
- Replace Roof at Great Plain School
- Replace Roof at King Street School
- Replace Roof at Mill Ridge Intermediate School
- Replace Roof at Pembroke School
- Replace Roof at Roberts Avenue School
- Replace Roof at Shelter Rock School
- Replace Roof and Gutters at South Street School - Old Section

1,441,000

(c)	Contingency	\$ 29,000
	Interest, Legal and Administrative	168,000
	Schools - Total	<u>\$2,118,000</u>
(d)	<u>Public Works:</u>	
	Improvements to various City dams; including West Lake, East Lake, Marjorie, Upper Kohanza, Padanaram and Boggs Pond, and Lower Kohanza	
	Drainage improvements to eliminate flooding, including construction and reconstruction of City storm drains and completion of a Drainage Study	
	Improvements to all Bridges (except Cross Street Bridge)	
	Construct Maintenance Garage for Public Works Department	
	Interior Renovations to Old Library	
		4,245,000
(e)	<u>Police Department:</u>	
	Police Headquarters - Addition	
	Steel Building - Storage	
		510,000
(f)	<u>Fire Department:</u>	
	Firehouse Addition - Osborne Street	
	Fire Alarm System Update	
		105,000
(g)	<u>Parks and Recreation:</u>	
	Improvements to Tennis Courts and Fields at Danbury High School and Broadview Junior High School including Appurtenant Structures	
	Richter Authority - Maintenance and Lavatory Facilities	
	Kenosia Park and Hatters Park - Lavatory Facilities	
		230,000
(h)	Contingency	75,000
	Interest, Legal and Administrative	442,000
	Various Public Improvements - Total	<u>\$5,607,000</u>

Section 2(a). To meet the appropriation for the school improvements included under Section 1(a), School Bonds of the City shall be issued maturing from not later than the second to not later than the tenth years after their date in annual installments which shall be substantially equal or shall be so arranged that no installment payable in any year shall be less than the amount of any installment payable in any subsequent year.

Section 2(b). To meet the appropriation for the school improvements included under Section 1(b) and the appropriations for contingency, interest, legal and administrative costs in Section 1(c), School Bonds of the City shall be issued maturing from not later than the second to not later than the twentieth years after their date in annual installments which shall be substantially equal or shall be so arranged that no installment payable in any year shall be less than the amount of any installment payable in any subsequent year.

Section 3. To meet the appropriations for the various public improvements included under Section 1(d) through Section 1(g) and the appropriations for contingency, interest, legal and administrative costs in Section 1(h), General Public Improvement Bonds of the City shall be issued maturing from not later than the second to not later than the twentieth years after their date in annual installments which shall be substantially equal or shall be so arranged that no installment payable in any year shall be less than the amount of any installment payable in any subsequent year.

Section 4. Said bonds shall be issued in one or more series as determined by the Common Council, provided that the aggregate amount of bonds issued to meet any appropriation shall in no event exceed the actual costs or estimated costs as determined by said Council of the public improvement or improvements for which such appropriation was made less the aggregate amount or estimated amount as determined by said Council of any Federal and State grants-in-aid thereof. The bonds of each series shall be issued in bearer form with interest coupons attached, or in fully registered form, be in the denomination of \$1,000 or a whole multiple thereof, be dated as of the first or fifteenth day of the calendar month in which they are issued or as of the first or fifteenth day of a calendar month within the three calendar month period next prior thereto, be payable both principal and interest at a bank or trust company designated by the Mayor, be signed in the name and on behalf of the City by the facsimile or manual signatures of the Mayor, the City Clerk and the City Treasurer, bear the facsimile of the City seal, be certified by a bank or trust company designated by the Mayor pursuant to Section 7-373 of the General Statutes of Connecticut, as amended, and be approved as to their legality by Messrs. Robinson, Robinson & Cole, Attorneys-at-Law, of Hartford. They shall bear such rate or rates of interest as shall be determined by the Mayor upon receipt of bids for the purchase thereof, and the interest

coupons attached, if any, shall bear the facsimile signature of the City Treasurer. The bonds shall be general obligations of the City and each of the bonds shall recite that every requirement of law relating to its issue has been duly complied with, that such bond is within every debt and other limit prescribed by law, and that the full faith and credit of the City are pledged to the payment of the principal thereof and the interest thereon. The aggregate principal amount of the bonds of each series to be issued, the annual installments of principal and the denominations, date, time of issue and sale and other particulars thereof shall be determined by the Common Council.

Section 5. The bonds of each series shall be sold by the Mayor at public sale upon sealed proposals at not less than par and accrued interest on the basis of the lowest net interest cost to the City. A notice of sale describing the bonds and setting forth the terms and conditions of the sale shall be published at least seven days in advance of the sale in a recognized publication carrying municipal bond notices and devoted primarily to financial news and the subject of state and municipal bonds. Any premium received upon the sale of the bonds, less the cost of preparing, issuing and marketing them, shall be applied to the payment of the principal of the first of the bonds to mature and contributions from other sources for the payment thereof shall be reduced accordingly.

Section 6. The City Treasurer is authorized to make temporary borrowings in anticipation of the receipt of the proceeds of any series of said bonds. Notes evidencing such borrowings shall be payable at a bank or trust company designated by the City Treasurer, be signed by the Mayor, City Clerk and City Treasurer, have the seal of the City affixed, be certified by a bank or trust company designated by the City Treasurer pursuant to Section 7-373 of the General Statutes of Connecticut, as amended, and be approved as to their legality by Messrs. Robinson, Robinson & Cole, Attorneys-at-Law, of Hartford. They shall be issued with maturity dates not more than two years from the date of issue, but notes issued with shorter maturities may be renewed from time to time by the issue of other notes provided the period from the date of issue of the original note or notes to the date of maturity of the last renewal note or notes shall not be more than two years or, subject to the provisions of Section 7-378a of the General Statutes of Connecticut, as amended, not more than four years. The notes shall be general obligations of the City and each of the notes shall recite that every requirement of law relating to its issue has been duly complied with, that such note is within every debt and other limit prescribed by law, and that the full faith and credit of the City are pledged to the payment of the principal thereof and the interest thereon. The interest on such notes, including renewals thereof, and the expense of preparing, issuing and marketing them, to the extent paid from the proceeds of such renewals or said bonds, shall be included as a cost of the

projects described in Section 1. Upon the sale of said bonds the proceeds thereof, to the extent required, shall be applied forthwith to the payment of the principal of and the interest on said notes or shall be deposited with a bank or trust company in trust for such purpose.

Section 7. The balance of any appropriation not needed to meet the costs of any improvements described in Section 1 hereof after reduction for any Federal or State grant-in-aid paid or estimated to be paid with respect thereto, or the proceeds of any bonds issued to meet any such appropriation not needed to meet the costs of any such improvements, may be transferred by resolution of the Common Council to meet the additional cost of any other improvements described in Section 1.

Section 8.. This ordinance shall become effective upon its approval at a Special City Meeting called by the Mayor for such purpose, pursuant to the revised City Charter.

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SCHOOLS

Park Avenue School Handicap Ramp	\$ 2,000
Hayestown Ave. School - Replace Gym Ceiling	9,000
Educational Service Center - Osborne St. - Replace Roof	33,000
Danbury High School - All Weather Track	95,000
Danbury High School - Auditorium Improvements	90,000
Danbury High School - Repair Steps and Wall	50,000
Alternative Ed. - Locust Avenue - Exterior Renovations	80,000
Sidewalks and Curbing - All Schools	100,000
Recap Parking and Playground Areas - Schools	175,000
Broadview Jr. High - Ventilation System	50,000
Rogers Park Jr. High - Partitions	250,000
Rogers Park Jr. High - Gym Floor	40,000
Great Plain School - School Roof	125,000
King Street School - School Roof	150,000
Mill Ridge Int. - School Roof	145,000
Pembroke - School Roof	165,000
Roberts Ave. - School Roof	96,000
Shelter Rock - School Roof	146,000
South Street School - Old Section - Roof & Gutters	50,000
Replace Floor Tiles - Schools	50,000
Danbury High School - Dust Collecting System	20,000
Contingency	29,000
Bond Issue Expense	20,000
Short Term Interest	<u>148,000</u>
Total	\$ 2,118,000

GENERAL IMPROVEMENTS

PUBLIC WORKS

Improvements to Dams, West Lake, East Lake, Marjorie, Upper Kohanza, Padanaram and Boggs Pond & Lower Kohanza	\$ 1,150,000
Drainage Improvements to Eliminate Flooding, City Storm Drains etc. (Including Drainage Study)	600,000
Bridges - Various Town Bridges (32) (Except Cross St.)	1,800,000
Maintenance Garage - Public Works Dept.	575,000
Old Library - Interior Renovations	120,000

PARKS & RECREATION

Improvements to Tennis Courts, Fields at Danbury High School and Broadview Jr. and Appurtenant Structures	120,000
Richter Authority - Maintenance and Lavatory Facilities	90,000
Lavatory Facilities - Kenosia Park and Hatters Park	20,000

POLICE DEPARTMENT

Police Headquarters - Addition	500,000
Police - Steel Building - Storage	10,000

FIRE DEPARTMENT

Firehouse Addition - Osborne Street	40,000
Fire Alarm System Update	65,000
Contingency	75,000
Bond Issue Expense	52,500
Short Term Interest	<u>389,500</u>
	\$ 5,607,000

TOTAL \$ 7,725,000



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

April 5, 1983

REPORT

The Common Council committee appointed to review the Ordinance Revisions, met on Nov. 29, 1982, Dec. 28, 1982, Jan. 20, 1983, Feb. 24, 1983 and March 24, 1983. Also present at these meetings was Assistant Corporation Counsel, E. Gottschalk.

The committee has reviewed the first six chapters of the Ordinances and recommends the accompanying changes in Chapters 1 through 6. Section 1-2 is being reserved for further minor changes.

Respectfully submitted

Constance McManus

Constance McManus

Joseph DaSilva

Joseph DaSilva

Edward Torian

Edward Torian



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

April 5, 1983

REPORT

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The committee has reviewed the first six chapters of the Ordinances and recommends the accompanying changes in Chapters 1 through 6. Section 1-2 is being reserved for further minor changes.

Respectfully submitted

Constance McManus

Joseph DaSilva

Edward Torian

Deferred 4/5/83

COMMON COUNCIL SEWER & WATER EXTENSION COMMITTEE REPORT

Date: April 5, 1983

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

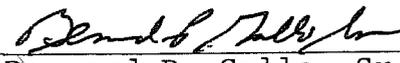
Re: Request of Danbury Savings & Loan for Sewer & Water - East Hayestown Rd.

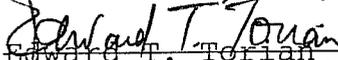
The Sewer and Water extension committee of the Common Council has met and reviewed the above petition with the City Engineer and has also reviewed a recommendation for approval, from the Planning Commission.

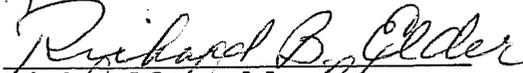
It is the recommendation of this committee that the petition be granted with the following conditions and restrictions:

1. The petitioner shall bear all costs relative to the installation of said sewer and water lines.
Developer to install 10" Main.
2. The petitioner shall submit as-built drawings of this extension, prepared by a licensed Connecticut Land Surveyor, for approval by the City Engineer.
3. Detailed Engineering Plans and Specifications are to be approved by the City Engineer and the Superintendent of Public Utilities prior to the start of construction.
4. If required, a Warranty Deed in a form satisfactory to the Corporation Counsel shall be executed by the petitioner conveying to the City of Danbury, all right, title, interest and privileges required hereunder, and said Deed shall be held in escrow for recording upon completion of installation.
5. That upon completion of installation, title to said sewer and water line within City Streets, and any necessary documents be granted to the City in a form which is acceptable to the City Engineer and Corporation Counsel.
6. ~~The petitioner shall convey ownership of and easements to all or such portions of the sewer and water lines as the City Engineer's office determines are of potential benefit to other landowners in the City.~~
Should another, other than the petitioner hold title to any land involved in the approval, then consent prior to any installation or hook-up shall be furnished in a form satisfactory to the City Engineer and Corporation Counsel.
7. No Certificate of Occupancy shall be issued until the above requested forms, documents, plans, etc. are received and the City owns the extended sewer and water lines.

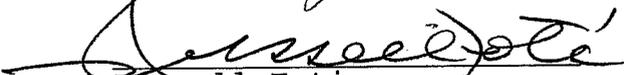
Respectfully submitted


Bernard P. Gallo, Sr. Chairman


Edward T. Torian


Richard B. Elder


Nicholas Zotos


Russell Foti

33

COMMON COUNCIL SEWER & WATER EXTENSION COMMITTEE REPORT

Date: April 5, 1983

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

Re: Request of Danbury Savings & Loan for Sewer & Water - East Hayestown Rd.

The Sewer and Water extension committee of the Common Council has met and reviewed the above petition with the City Engineer and has also reviewed a recommendation for approval, from the Planning Commission.

It is the recommendation of this committee that the petition be granted with the following conditions and restrictions:

1. The petitioner shall bear all costs relative to the installation of said sewer and water lines.
Developer to install 10" Main
2. The petitioner shall submit as-built drawings of this extension, prepared by a licensed Connecticut Land Surveyor, for approval by the City Engineer.
3. Detailed Engineering Plans and Specifications are to be approved by the City Engineer and the Superintendent of Public Utilities prior to the start of construction.
4. If required, a Warranty Deed in a form satisfactory to the Corporation Counsel shall be executed by the petitioner conveying to the City of Danbury, all right, title, interest and privileges required hereunder, and said Deed shall be held in escrow for recording upon completion of installation.
5. That upon completion of installation, title to said sewer and water line within City Streets, and any necessary documents be granted to the City in a form which is acceptable to the City Engineer and Corporation Counsel.
6. The petitioner shall convey ownership of and easements to all or such portions of the sewer and water lines as the City Engineer's office determines are of potential benefit to other landowners in the City.
Should another, other than the petitioner hold title to any land involved in the approval, then consent prior to any installation or hook-up shall be furnished in a form satisfactory to the City Engineer and Corporation Counsel.
7. No Certificate of Occupancy shall be issued until the above requested forms, documents, plans, etc. are received and the City owns the extended sewer and water lines.

Respectfully submitted

Bernard P. Gallo, Sr. Chairman

~~Edward T. Torian~~

Richard B. Elder

Nicholas Zotos

Russell Foti

COMMON COUNCIL SEWER & WATER EXTENSION COMMITTEE REPORT

34

Date: April 5, 1983

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

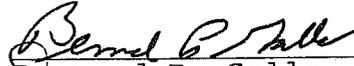
Re: Request of Joseph Buzaid for Sewer & Water - Raymond Place

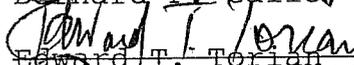
The Sewer and Water extension committee of the Common Council has met and reviewed the above petition with the City Engineer and has also reviewed a recommendation for approval, from the Planning Commission.

It is the recommendation of this committee that the petition be granted with the following conditions and restrictions:

1. The petitioner shall bear all costs relative to the installation of said sewer and water lines.
2. The petitioner shall submit as-built drawings of this extension, prepared by a licensed Connecticut Land Surveyor, for approval by the City Engineer.
3. Detailed Engineering Plans and Specifications are to be approved by the City Engineer and the Superintendent of Public Utilities prior to the start of construction.
4. If required, a Warranty Deed in a form satisfactory to the Corporation Counsel shall be executed by the petitioner conveying to the City of Danbury, all right, title, interest and privileges required hereunder, and said Deed shall be held in escrow for recording upon completion of installation.
5. That upon completion of installation, title to said sewer and water line within City Streets, and any necessary documents be granted to the City in a form which is acceptable to the City Engineer and Corporation Counsel.
6. The petitioner shall convey ownership of and easements to all or such portions of the sewer and water lines as the City Engineer's office determines are of potential benefit to other landowners in the City.
Should another, other than the petitioner hold title to any land involved in the approval, then consent prior to any installation or hook-up shall be furnished in a form satisfactory to the City Engineer and Corporation Counsel.
7. No Certificate of Occupancy shall be issued until the above requested forms, documents, plans, etc. are received and the City owns the extended sewer and water lines.

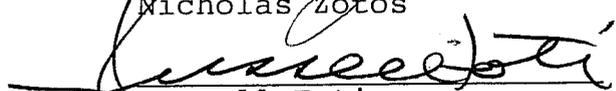
Respectfully submitted


Bernard P. Gallo, Sr. Chairman


Edward T. Torian


Richard B. Elder


Nicholas Zotos


Russell Foti

COMMON COUNCIL SEWER & WATER EXTENSION COMMITTEE REPORT

Date: April 5, 1983

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

Re: Request of Joseph Buzaid for Sewer & Water - Raymond Place

The Sewer and Water extension committee of the Common Council has met and reviewed the above petition with the City Engineer and has also reviewed a recommendation for approval, from the Planning Commission.

It is the recommendation of this committee that the petition be granted with the following conditions and restrictions:

1. The petitioner shall bear all costs relative to the installation of said sewer and water lines.
2. The petitioner shall submit as-built drawings of this extension, prepared by a licensed Connecticut Land Surveyor, for approval by the City Engineer.
3. Detailed Engineering Plans and Specifications are to be approved by the City Engineer and the Superintendent of Public Utilities prior to the start of construction.
4. If required, a Warranty Deed in a form satisfactory to the Corporation Counsel shall be executed by the petitioner conveying to the City of Danbury, all right, title, interest and privileges required hereunder, and said Deed shall be held in escrow for recording upon completion of installation.
5. That upon completion of installation, title to said sewer and water line within City Streets, and any necessary documents be granted to the City in a form which is acceptable to the City Engineer and Corporation Counsel.
6. The petitioner shall convey ownership of and easements to all or such portions of the sewer and water lines as the City Engineer's office determines are of potential benefit to other landowners in the City.
Should another, other than the petitioner hold title to any land involved in the approval, then consent prior to any installation or hook-up shall be furnished in a form satisfactory to the City Engineer and Corporation Counsel.
7. No Certificate of Occupancy shall be issued until the above requested forms, documents, plans, etc. are received and the City owns the extended sewer and water lines.

Respectfully submitted

Bernard P. Gallo, Sr. Chairman

Edward T. Torian

Richard B. Elder

Nicholas Zotos

Russell Foti

COMMON COUNCIL SEWER & WATER EXTENSION COMMITTEE REPORT

Date: April 5, 1983

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

Re: Request of BRT Corp. for Sewer & Water - Beaver Brook Rd.

The Sewer and Water extension committee of the Common Council has met and reviewed the above petition with the City Engineer and has also reviewed a recommendation for approval, from the Planning Commission.

It is the recommendation of this committee that the petition be granted with the following conditions and restrictions:

1. The petitioner shall bear all costs relative to the installation of said sewer and water lines.
2. The petitioner shall submit as-built drawings of this extension, prepared by a licensed Connecticut Land Surveyor, for approval by the City Engineer.
3. Detailed Engineering Plans and Specifications are to be approved by the City Engineer and the Superintendent of Public Utilities prior to the start of construction.
4. If required, a Warranty Deed in a form satisfactory to the Corporation Counsel shall be executed by the petitioner conveying to the City of Danbury, all right, title, interest and privileges required hereunder, and said Deed shall be held in escrow for recording upon completion of installation.
5. That upon completion of installation, title to said sewer and water line within City Streets, and any necessary documents be granted to the City in a form which is acceptable to the City Engineer and Corporation Counsel.
6. ~~The petitioner shall convey ownership of and easements to all or such portions of the sewer and water lines as the City Engineer's office determines are of potential benefit to other landowners in the City.~~
Should another, other than the petitioner hold title to any land involved in the approval, then consent prior to any installation or hook-up shall be furnished in a form satisfactory to the City Engineer and Corporation Counsel.
7. No Certificate of Occupancy shall be issued until the above requested forms, documents, plans, etc. are received and the City owns the extended sewer and water lines.

Respectfully submitted

Bernard P. Carlo, Sr. Chairman
Bernard P. Carlo, Sr.

Edward H. Fotian
Edward H. Fotian

Richard B. Elder
Richard B. Elder

Nicholas Zotos
Nicholas Zotos

Russell Foti
Russell Foti

35

COMMON COUNCIL SEWER & WATER EXTENSION COMMITTEE REPORT

Date: April 5, 1983

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

Re: Request of BRT Corp. for Sewer & Water - Beaver Brook Rd.

The Sewer and Water extension committee of the Common Council has met and reviewed the above petition with the City Engineer and has also reviewed a recommendation for approval, from the Planning Commission.

It is the recommendation of this committee that the petition be granted with the following conditions and restrictions:

1. The petitioner shall bear all costs relative to the installation of said sewer and water lines.
2. The petitioner shall submit as-built drawings of this extension, prepared by a licensed Connecticut Land Surveyor, for approval by the City Engineer.
3. Detailed Engineering Plans and Specifications are to be approved by the City Engineer and the Superintendent of Public Utilities prior to the start of construction.
4. If required, a Warranty Deed in a form satisfactory to the Corporation Counsel shall be executed by the petitioner conveying to the City of Danbury, all right, title, interest and privileges required hereunder, and said Deed shall be held in escrow for recording upon completion of installation.
5. That upon completion of installation, title to said sewer and water line within City Streets, and any necessary documents be granted to the City in a form which is acceptable to the City Engineer and Corporation Counsel.
6. The petitioner shall convey ownership of and easements to all or such portions of the sewer and water lines as the City Engineer's office determines are of potential benefit to other landowners in the City. Should another, other than the petitioner hold title to any land involved in the approval, then consent prior to any installation or hook-up shall be furnished in a form satisfactory to the City Engineer and Corporation Counsel.
7. No Certificate of Occupancy shall be issued until the above requested forms, documents, plans, etc. are received and the City owns the extended sewer and water lines.

Respectfully submitted

Bernard P. Gallo, Sr. Chairman

Edward T. Torian

Richard B. Elder

Nicholas Zotos

Russell Foti

COMMON COUNCIL SEWER & WATER EXTENSION COMMITTEE REPORT

Date: April 5, 1983

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

Re: Request of Laurem Realty for Sewers for Farview Ave. Condos.

The Sewer and Water extension committee of the Common Council has met and reviewed the above petition with the City Engineer and has also reviewed a recommendation for approval, from the Planning Commission.

It is the recommendation of this committee that the petition be granted with the following conditions and restrictions:

1. The petitioner shall bear all costs relative to the installation of said sewer ~~and water~~ lines.
2. The petitioner shall submit as-built drawings of this extension, prepared by a licensed Connecticut Land Surveyor, for approval by the City Engineer.
3. Detailed Engineering Plans and Specifications are to be approved by the City Engineer and the Superintendent of Public Utilities prior to the start of construction.
4. If required, a Warranty Deed in a form satisfactory to the Corporation Counsel shall be executed by the petitioner conveying to the City of Danbury, all right, title, interest and privileges required hereunder, and said Deed shall be held in escrow for recording upon completion of installation.
5. That upon completion of installation, title to said sewer ~~and water~~ line within City Streets, and any necessary documents be granted to the City in a form which is acceptable to the City Engineer and Corporation Counsel.
6. The petitioner shall convey ownership of and easements to all or such portions of the sewer ~~and water~~ lines as the City Engineer's office determines are of potential benefit to other landowners in the City.
Should another, other than the petitioner hold title to any land involved in the approval, then consent prior to any installation or hook-up shall be furnished in a form satisfactory to the City Engineer and Corporation Counsel.
7. No Certificate of Occupancy shall be issued until the above requested forms, documents, plans, etc. are received and the City owns the extended sewer ~~and water~~ lines.

Respectfully submitted

Bernard P. Gallo, Sr. Chairman
Bernard P. Gallo, Sr.

Edward T. Torian
Edward T. Torian

Richard B. Elder
Richard B. Elder

Nicholas Zotos
Nicholas Zotos

Russell Foti
Russell Foti

COMMON COUNCIL SEWER & WATER EXTENSION COMMITTEE REPORT

Date: April 5, 1983

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

Re: Request of Laurem Realty for Sewers for Farview Ave. Condos.

The Sewer and Water extension committee of the Common Council has met and reviewed the above petition with the City Engineer and has also reviewed a recommendation for approval, from the Planning Commission.

It is the recommendation of this committee that the petition be granted with the following conditions and restrictions:

1. The petitioner shall bear all costs relative to the installation of said sewer ~~and water~~ lines.
2. The petitioner shall submit as-built drawings of this extension, prepared by a licensed Connecticut Land Surveyor, for approval by the City Engineer.
3. Detailed Engineering Plans and Specifications are to be approved by the City Engineer and the Superintendent of Public Utilities prior to the start of construction.
4. If required, a Warranty Deed in a form satisfactory to the Corporation Counsel shall be executed by the petitioner conveying to the City of Danbury, all right, title, interest and privileges required hereunder, and said Deed shall be held in escrow for recording upon completion of installation.
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Should another, other than the petitioner hold title to any land involved in the approval, then consent prior to any installation or hook-up shall be furnished in a form satisfactory to the City Engineer and Corporation Counsel.
7. No Certificate of Occupancy shall be issued until the above requested forms, documents, plans, etc. are received and the City owns the extended sewer ~~and water~~ lines.

Respectfully submitted

Bernard P. Gallo, Sr. Chairman

Edward T. Torian

Richard B. Elder

Nicholas Zotos

Russell Foti

COMMON COUNCIL SEWER & WATER EXTENSION COMMITTEE REPORT

Date: April 5, 1983

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

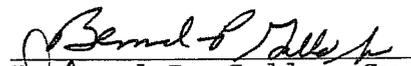
Re: Request of Emilio Plante for Water - Belmont Place

The Sewer and Water extension committee of the Common Council has met and reviewed the above petition with the City Engineer and has also reviewed a recommendation for approval, from the Planning Commission.

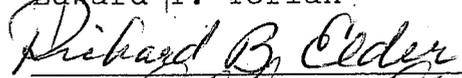
It is the recommendation of this committee that the petition be granted with the following conditions and restrictions:

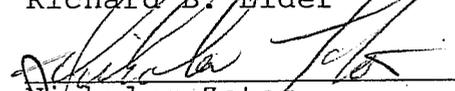
1. The petitioner shall bear all costs relative to the installation of said ~~sewer and~~ water lines.
2. The petitioner shall submit as-built drawings of this extension, prepared by a licensed Connecticut Land Surveyor, for approval by the City Engineer.
3. Detailed Engineering Plans and Specifications are to be approved by the City Engineer and the Superintendent of Public Utilities prior to the start of construction.
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5. That upon completion of installation, title to said ~~sewer and~~ water line within City Streets, and any necessary documents be granted to the City in a form which is acceptable to the City Engineer and Corporation Counsel.
6. ~~The petitioner shall convey ownership of and easements to all or such portions of the sewer and water lines as the City Engineer's office determines are of potential benefit to other landowners in the City.~~
Should another, other than the petitioner hold title to any land involved in the approval, then consent prior to any installation or hook-up shall be furnished in a form satisfactory to the City Engineer and Corporation Counsel.
7. No Certificate of Occupancy shall be issued until the above requested forms, documents, plans, etc. are received and the City owns the extended ~~sewer and~~ ~~xxxx~~ water lines.

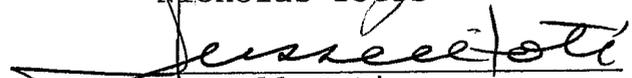
Respectfully submitted


Bernard P. Gallo, Sr. Chairman


Edward T. Torian


Richard B. Elder


Nicholas Zotos


Russell Foti

COMMON COUNCIL SEWER & WATER EXTENSION COMMITTEE REPORT

Date: April 5, 1983

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

Re: Request of Emilio Plante for Water - Belmont Place

The Sewer and Water extension committee of the Common Council has met and reviewed the above petition with the City Engineer and has also reviewed a recommendation for approval, from the Planning Commission.

It is the recommendation of this committee that the petition be granted with the following conditions and restrictions:

- . The petitioner shall bear all costs relative to the installation of said ~~sewer and~~ water lines.
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- . No Certificate of Occupancy shall be issued until the above requested forms, documents, plans, etc. are received and the City owns the extended ~~sewer and~~ water lines.

Respectfully submitted

Bernard P. Gallo, Sr. Chairman

Edward T. Torian

Richard B. Elder

Nicholas Zotos

Russell Foti



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

April 5, 1983

REPORT

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

Re: South Gate Condominiums - 163 South St. Request for adjustment of Connection fees.

The Sewer & Water Extension Committee of the Common Council met on March 28th, 1983 at 7:30 P.M. in room 432 at City Hall. Besides the full committee, Jack Schweitzer the City Engineer, Len Sedney, Director of Planning and Jack Murphy of the Planning Commission were in attendance.

After some discussion it was the feeling of the committee that there wasn't any justification for adjusting the connection fee for said project. On a motion made by R. Elder and seconded by E. Torian, the committee voted unanimously to deny the request.

Respectfully submitted

Bernard Gallo Chairman
Bernard Gallo

Edward Torian
Edward Torian

Richard B. Elder
Richard Elder

Nicholas Zotos
Nicholas Zotos

Russell Foti
Russell Foti



CITY OF DANBURY

155 DEER HILL AVENUE

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COMMON COUNCIL

April 5, 1983

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Respectfully submitted

Bernard Gallo Chairman

Edward Torian

Richard Elder

Nicholas Zotos

Russell Foti



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

April 5, 1983

Honorable Mayor James E. Dyer

Honorable Members of the Common Council

The Land Acquisition committee met on March 21, 1983 at 6:35 P.M. in room 432 at City Hall. In attendance were Council Members Evans, Charles, Leopold, Gallo and Repole. Also, Attorney Gottschalk, Paul Stefan, Richard Tomanio, Mrs. Russo and Mr. Esposito. Mrs. Butera was excused.

1. Decision on the property offered by Compratt Realty at High Sky Gardens, to the City and classified as open space, deferred until committee hears from Planning Commission.

2. Request from Aviation Commission to apply for Grant from Federal Aviation Commission with additional funds from the City in excess of \$19,000 to purchase 6.5 acres of land.

Discussion of property and offer ensued. Final outcome was commission chairman will return with a formal report of the commission vote on the matter and a formal offer from the seller to the City, of the property in question.

3. Committee on the motion of Mr. Gallo, seconded by Mr. Repole/^{voted} to go into executive session to discuss a matter on the Parks property, from 7:00 P.M. to 7:05 P.M.

4. On the question of the Esposito property adjoining Rogers Park, Mrs. Russo and Mr. Esposito were asked to make a formal offer to the City which would include location, dimensions and price of the property.

5. A.M.D. Realty property, formerly Colonial Ford on Main Street was again offered to the City on a rental basis, with the additional clause that the right of first refusal be given to the City if they ever decided to sell the property. The Planning Commission recommended the property be taken through the eminent domain procedure.

Mr. Gallo motioned, seconded by Mr. Charles that the City not enter into lease agreement nor exercise the right of eminent domain. Motion passed unanimously.

Respectfully submitted

Thomas E. Evans Chairman
Thomas E. Evans

Janet Butera
Janet Butera

Frank R. Repole
Frank Repole

Richard White

Bernard Gallo
Bernard Gallo

Louis T. Charles, JR
Louis Charles, JR

John Leopold
John Leopold



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

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Respectfully submitted

Thomas E. Evans Chairman

Janet Butera

Frank Repole

Richard White

Bernard Gallo

Louis Charles

John Leopold

COMMON COUNCIL AD HOC COMMITTEE REPORT - APRIL 5, 1983

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

Re: Lease - Connecticut Air Service, Inc. - Texaco, Inc.

The Common Council committee appointed to review and consider consenting to the Connecticut Air Service /Texaco lease (pertaining to the use of existing fuel pumping facilities at the Danbury Municipal Airport) met at 8:00 P.M. in the Council Chambers on Jan. 17th and March 8, 1983.

Members in attendance at these meetings were Councilman Eriquez, Chairman, Councilwoman Butera and Councilman Esposito. Also present were members of the Aviation Commission: Paul Estefan, Chairman of the Commission; Bernard "Sonny" Conner and Peter Green. Mr. Paul Cassel, representing Connecticut Air Service was also in attendance as was Mr. Charles Sweet of Texaco, Inc.

At the outset of the meeting, Mr. Eriquez noted that this item was referred to the Aviation Commission and Environmental Impact Commission as well as this Council Ad Hoc Committee. Members of those Commissions were invited to attend this meeting to provide input on this issue.

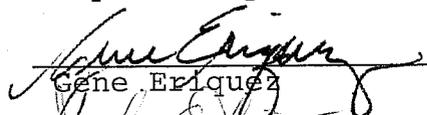
At the first meeting, the Aviation Commission members raised some concerns regarding the terms of the lease. Additional conditions to be placed in the lease were considered after much discussion.

However, at the subsequent meeting held in March, the Aviation Commission members felt satisfied with the terms of the lease as proposed and felt that they could ensure that their concerns could be satisfied by commission action.

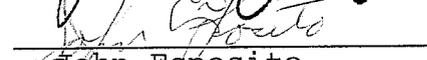
The Texaco and Connecticut Air Service representatives, then informed the committee of the proposed operation.

After considerable discussion, Mr. Esposito made a motion to recommend to the Common Council that the Mayor be authorized to consent to the lease as submitted, seconded by Mr. Eriquez and passed.

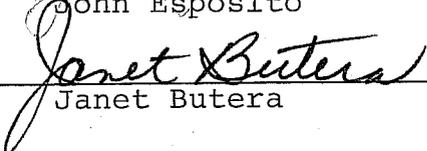
Respectfully submitted



Gene Eriquez Chairman



John Esposito



Janet Butera

040

COMMON COUNCIL AD HOC COMMITTEE REPORT - APRIL 5, 1983

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Honorable Members of the Common Council

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Respectfully submitted

Chairman

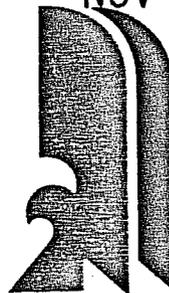
Gene Eriquez

John Esposito

Janet Butera



40
NOV 3 - 1982



CONNECTICUT AIR SERVICE, INC.
DANBURY MUNICIPAL AIRPORT, DANBURY, CONNECTICUT 06810
203-792-7756

November 1, 1982

Eric L. Gottschalk, Esq.
Assistant Corporate Counsel
City Hall
City Of Danbury
Danbury, Connecticut 06810

Dear Eric:

Texaco, Inc. has asked that we secure the consent of the City to the terms of the enclosed equipment lease. No doubt a similar request was made of you in the past in connection with the underground and pumping facilities located on the City's property.

I would appreciate the return of the enclosures as soon as possible. If you have a question, please give me a call.

Cordially,

Robert D. Costello

RDC/jr

enclosure

AVIATION EQUIPMENT LEASE

AGREEMENT made this _____ day of _____, 19_____, between TEXACO INC., A Delaware Corporation (hereinafter called "COMPANY"), and Conn. Air Service of Danbury, County of Fairfield, State of Connecticut, (hereinafter called "LESSEE") as follows:

The COMPANY leases to the LESSEE for use upon premises at Municipal Airport, City or Town of Danbury, State of Connecticut, which premises are now occupied by LESSEE, the equipment listed on Exhibit "A", attached hereto and made a part hereof.

Said equipment is leased at LESSEE's request to be used by LESSEE on said premises for the storage and sale or use of petroleum products purchased solely from the COMPANY, but at all times is to remain the property of the COMPANY.

1. The LESSEE shall:

- A. Pay to the COMPANY for use thereof \$ 1.00 per ~~month~~ ^{year} payable initially on the date this lease becomes effective and thereafter on the first day of each succeeding month during which the lease is in effect, and shall also pay all taxes and assessments on said equipment.
- B. Keep said equipment free from encumbrances and not remove said equipment, or do or permit anything to the prejudice of the COMPANY's title and comply with all laws, ordinances, regulations, judicial and administrative orders and other legal requirements applicable to such equipment and the premises on which it is installed.
- C. Return said equipment to the COMPANY at the termination of this Agreement in the same order and condition in which it was received, reasonable wear and tear excepted.
- D. Assume liability for, and indemnify, protect, save and keep harmless the COMPANY and its agents and servants from, and against, any and all liabilities, losses, damages, penalties, claims, suits, costs and expenses, including legal expenses, of whatsoever kind and nature, imposed on, incurred by or asserted against COMPANY in any way relating to or arising out of the use or operation of the equipment or damage to or destruction of said equipment. LESSEE agrees to give COMPANY prompt notice of any claim or liability hereby indemnified against.
- E. The COMPANY hereby extends to the LESSEE coverage under its Comprehensive General Liability Insurance policy (including products liability and liability for damage to properties in the care, custody or control of the LESSEE) for all operations of the leased equipment for an aggregate limit of \$10,000,000 per occurrence provided, however, that such coverage shall apply as excess insurance over Public Liability Insurance to be maintained by the LESSEE with minimum primary limits of \$100,000 per person and \$300,000 per accident for bodily injury and \$300,000 per accident for Property Damage Liability. Such primary insurance shall cover: a) all operations of the leased equipment, b) the contractual liability assumed under Paragraph D. above. The LESSEE shall furnish evidence of such primary insurance to the COMPANY within thirty (30) days of the effective date of this Lease.
- F. Procure written assent to this Agreement from the owner of said premises as provided herein.
- G. Permit the COMPANY to maintain signs for the advertisement of COMPANY's brands of petroleum products upon said premises and equipment where otherwise permitted.
- H. Maintain the equipment at all times in good, safe, and efficient operating condition at LESSEE's expense, and to that end shall:
 - (i) Provide routine preventive maintenance on all mechanical equipment to include but not be limited to lubricating and cleaning of pumps, motors, meters, and electrical equipment.
 - (ii) Perform all minor maintenance and repair to include but not be limited to the following:
 - a. Perform general housekeeping duties to include but not be limited to the following:
 - (1) Spot painting;
 - (2) Removing of debris, used equipment or parts, weeds, and miscellaneous undesirable items;
 - (3) Proper disposition of fuel samples and product spills in accordance with all legal regulations applicable;
 - (4) Furnish and install all replacement light bulbs, fuses and breakers as required;
 - (5) Furnish and maintain grounding wires and grounding clamps;
 - (6) Install and maintain required fire fighting equipment;
 - (7) Calibrate meters at an interval not to exceed once a year;
 - b. Perform all repairs necessitated by neglect, abuse or accident.
 - c. LESSEE covenants and agrees to maintain the quality of Texaco brand products including the replacement of filter elements, and strictly adhere to the instructions concerning product quality maintenance contained in LESSOR's publication entitled "Aviation Quality Control for Airports", a copy of which has heretofore been received by LESSEE.

2. All other repairs and replacements of the equipment which the COMPANY deems necessary or desirable shall be made by and at the expense of the COMPANY.

3. If the LESSEE fails to perform any maintenance for which the LESSEE is obligated hereunder, the COMPANY may (without prejudice to its other rights on account of such breach of this Agreement by LESSEE) perform the same and shall be reimbursed by LESSEE on demand for the cost thereof. LESSEE hereby assumes full responsibility for and, agrees to hold the COMPANY harmless from, all loss or damage sustained by LESSEE or by third parties by reason of or resulting from failure to perform maintenance or repair which the LESSEE is obligated to perform hereunder, or through the COMPANY's performance of such maintenance or repair. In no event shall the making of repairs by the COMPANY to said equipment be construed as a waiver by the COMPANY of LESSEE's obligation pursuant to this paragraph. Without the COMPANY's prior written consent, LESSEE shall not make any alterations of, additions to, or removals from the equipment or COMPANY identification and lettering thereon. The COMPANY shall have the right at any time to inspect, repair and replace the equipment and, for such purposes, to enter any premises where the same is located.
4. This Agreement shall remain in force from 10-15-82 to 10-31-82 and thereafter from month to month until cancelled on any date by thirty (30) days' prior written notice from either party; it is subject to immediate cancellation by the COMPANY for the failure of the LESSEE to carry out any of its terms; shall immediately terminate upon the filing of a bankruptcy or insolvency petition by or against LESSEE, or in the event of a general assignment by LESSEE for the benefit of creditors, and the COMPANY may forthwith take possession of said equipment wherever found and remove the same without resorting to legal process. In such event, LESSEE hereby waives any claim under this lease or with respect to said equipment.
5. This lease is not assignable without the prior written consent of the COMPANY.
6. This Aviation Equipment lease cancels and supersedes all previous Aviation leases.

WITNESS the signatures of said parties the day and year first above written.

TEXACO INC.

WITNESS

By: _____ (Lessor)

WITNESS

Julie A. Reid

Conn. Air Service (Lessee)
By: [Signature] (Lessee)

ASSENT OF OWNER

In consideration of one dollar (\$1.00) and other good and valuable considerations, receipt whereof is hereby acknowledged, the undersigned owner of the said premises described above, having read the foregoing agreement and being familiar with same, does hereby consent to the installation of said equipment and facilities, and agrees that all properties of TEXACO INC. on same shall be exempt from levy, sale, attachment, or distress for any rent due, or to become due, and that TEXACO INC. may enter upon same with such agents and appliances as it may deem necessary, and remove any or all of its properties at any time, without recourse to any legal proceedings, meaning hereby to approve any and all of the same agreements which may properly apply to such owner.

This assent shall likewise apply to any and all additional equipment installed on said premises by TEXACO INC.

WITNESS the hand and seal of such owner this _____ day of _____, 19_____.

(Owner)

WITNESS:

By _____

_____ Street

City or Town of _____

State of _____

EXHIBIT "A"

Aviation Equipment Lease No. _____

LESSEE Conn. Air Service

Dated _____

<u>Item</u>	<u>Description</u>	<u>Serial No.</u>
1	Tokheim Sub Pump	
2	Tokheim Sub Pump	
3	A. O. Smith Airport Fueler	
4	A. O. Smith Airport Fueler	
5	Bennett Twin Pump	
6	Bennett 3376 Twin Pump	
7	Tokheim 1250 SHS Comm Pump	
8	Tokheim 1250 SHS Comm Pump	
9	Tokheim RC Pump 43177	
10	Tokheim RC Pump 43177	
11	2000 Gal. UGT	
12	3000 Gal. UGT	
13	3000 Gal. UGT	
14	3000 Gal. UGT	
15	4000 Gal. UGT	
16		
17		
18		
19		
20		

WITNESS

Julie A. Reid
WITNESS

TEXACO INC.

[Signature]
LESSEE

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DEMOCRATIC TOWN COMMITTEE

P. O. BOX 164

DANBURY, CONNECTICUT 06810

April 5, 1983

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

Dear Council Members:

The Democratic Town Committee at a meeting held on Monday, April 4, 1983 voted to recommend David P. Lai Len, 7 Carriage House Drive to fill the vacancy as a member of the Zoning Commission.

The Committee also voted to recommend Edward A. Stone, 5-H Ellsworth Avenue, as an alternate member of the Zoning Commission.

Attached please find biographical information on both candidates.

Sincerely,



Mary Ann Doran
Chairperson

David P. Lai Len
7 Carriage House Drive
Danbury, Connecticut 06810
Home: (203) 797-9601
Business: (203) 794-5995

COMMUNITY

Resident of Danbury since December 1979
Alternate Member of Danbury Zoning Board of Appeals since February 1981
Member of Danbury Democrats since February 1981, Treasurer since October 1982

EDUCATION

1975-1979 Brooklyn Law School, J.D.
1971-1974 N.Y.U., Graduate Business School, M.B.A., Accounting/Computer Systems
1963-1967 Hofstra University, B.B.A., Public Accounting

EMPLOYMENT

October 1969 - Present, Union Carbide Corporation

June 1981 - Present, Linde Division, Business Analyst

I have been responsible for the Forecasting, Budgeting and Financial Controls of the Energy Systems Department. The sales of the Department were in excess of \$25 Million, and the direct overhead in excess of \$8 Million in 1982.

July 1979 - June 1981, Linde Division, Financial Analyst

Prepared Profit and Loss, Balance Sheet and Cashflow forecasts for potential acquisitions. Also assisted in preparing compensation packages which minimize taxes. Designed and implemented a forecasting model in the IFPS language. This model is used by a joint venture to evaluate project profitability and to establish contract bids. While working on this project, I have had the opportunity to review and comment on the joint venture agreement and sales contracts. Many of my comments were later incorporated.

August 1974 - July 1979, Chemicals & Plastics Division, Senior Functional Systems Analyst

I have been responsible for systems which produce: cost center P&L statements and consolidated them to division level; manufacturing and distribution variance reports; Material in Transit inventory reports; and sales analysis reports for the marketing, sales and profitability organizations. My duties have included implementing changes in accounting policies and procedures; writing user's guides and manual procedures; designing forms; providing microfilm capability and troubleshooting systems problems.

July 1973 - July 1974, Corporate Accounting, System Coordinator

I shared responsibility for running and troubleshooting the corporate cost collection system. This system created P & L statements, balance sheets and budgetary reports for all the corporation's divisions.

April 1970 - June 1973, Realty Division, Accounting Supervisor

I supervised a department of twelve which prepared the division's balance sheet and P & L statement. To support this function, the department performed invoice auditing, payroll, capital accounting and project accounting.

October 1969 - March 1970, Realty Division, Senior Bookkeeper

September 1967 - June 1969, United States Army, Korea, Liaison Sergeant

PROFESSIONAL ORGANIZATIONS

Connecticut Bar, New York Bar, N. Y. Eastern and Southern District Federal Bar, American Bar Association, Connecticut Bar Association and New York Bar Association.

Personal Biographical Information

Edward A. Stone
5-H Ellsworth Avenue.
Danbury, Ct. 06810
748-1218

Age 29
Born: 8/26/53; Indianapolis, Indiana
Parents: Albert J. & Rita S. Stone
10 Bridgewater Common
Bridgewater, Ct.

Married: Leslie H. Stone
Children: Kelly Jean
Homeowner
Registered Democrat
Occupation: Manufacturer's Representative

Education:

Fishers Grade School
Fishers, Indiana
1959-1965

Ridgefield Jr/Sr High
Ridgefield, Ct.
1965-1971
diploma: college preparatory

Denison University
Granville, Ohio
1971-1975
B.A.: Latin American Area Studies/American History

University of Hartford
Hartford, Ct.
1980-1982
M.P.A.: Master of Public Administration

Awards, Accomplishments & Associations

High School:

Student Body President in Jr. High and High School
"Outstanding Senior Student/Athlete"-1971
Rotary International "Service Above Self Award"- 1971
Student Delegate to Washington D.C. Intern Program- 1971
Twice Co-captain Track Team
Western Connecticut Conference Record Holder

College:

Student Senate Member
Student Member of President's All-College Advisory Committee
Admissions Office Intern
Intern to Washington, D.C. Summer Program 1974
Radio Disc jockey & news commentator
Twice Co-Captain Track Team
Twice "Most Valuable Performer"
School and Conference Record Holder
Three-time selection to NCAA All-America Track Team

Post-College:

Coach of 1977 Ohio AAA Track Championship Team
Outstanding Sales Award for Life Insurance in 1978
Coach of 1982 CIAC Runnerup Team Class L- New Milford High School
Coach of 1982 W.C.C. Championship Team 11-0-New Milford High School
Member of Toastmaster's International
Media Consultant to Representative William R. Ratchford 1980 & 1982 Campaign

Occupational Background:

High School Teacher: Linden McKinley High School
Columbus, Ohio
Taught Afro-American Studies
Coached 1977 Ohio Track Champions

Insurance Agent : Kentucky Central Life Insurance Co.
Gainesville, Florida
Sales Agent & Sales Manager

Advertising Executive: Frontier Studios Inc.
Indianapolis, Indiana
Northeastern U.S. Sales Manager

Manufacturer's Representative: Various Companies marketing in
education resources products

(at Present)

2nd District

Personal Statement

For the past dozen years I have been preparing myself for public service. Through formal education and practical experience I have sought to understand what people require in effective public servants. At this point I have a very firm basis in that understanding. My experience has taken me through all strata of society and through many different professional disciplines. The knowledge I have gained of people and professions will be invaluable to me in becoming a better public servant.

Danbury is going through some real and dramatic changes at this point. As a trained historian the value of preserving and understanding Danbury's past is vital. As an accomplished communicator I will be able to listen and respond to the fears and hopes of the wide variety of people our town composes. Finally, as a skilled organizer I will be able to get out into the community and seek out the opinions and concerns of a wide variety of people. Information is the key to effective governing. I possess the skills to seek out that information.

As a public servant I see myself as "other" oriented. The needs of my constituents must take precedence to my own needs. Providing consistent, concise and compassionate service to them must be my constant rule. I will constantly strive to hear out both sides to an issue and work towards a fair and equitable compromise. This is what America as a "united" country was based upon. We in Connecticut know this only too well. Here in Danbury, with the influx of so many new citizens, this need will become ever more demanding. I am committed to making Danbury a fine place for my family to live.