

COMMON COUNCIL MEETING

JANUARY 4, 2000

Mayor Enriquez will call the meeting to order at 7:30 P.M.

PLEDGE OF ALLEGIANCE

PRAYER

ROLL CALL

Levy, Scalzo, McAllister, Smith, Saadi, Buzaid, Dean Esposito, Machado,
Shuler, Coco, Arconti, John Esposito, Abrantes, Pascuzzi, Basso,
Furtado, Gallagher, Gogliettino, Michael Moore, Martin Moore,
Saracino

_____ Present _____ Absent

PUBLIC SPEAKING

STATE OF THE CITY ADDRESS

MINUTES – Minutes of the Common Council Meeting held December 7, 1999

CONSENT CALENDAR

1 – RESOLUTION – Brownfields Revolving Loan Fund

2 – RESOLUTION – Senior Chorale Grant

3 – RESOLUTION – Miry Brook Emergency Watershed Project

4 – RESOLUTION – FEMA Grant

5 – COMMUNICATION – Appointment as Alternate to the EIC

6 – COMMUNICATION – Appointments in the Fire Department

7 – COMMUNICATION – Reappointment to the Parks and Recreation Commission

8 – COMMUNICATION – Reappointments to the Richter Park Authority

9 – COMMUNICATION – Reappointments to the Planning Commission

10 – COMMUNICATION – Reappointments to the Library Board of Directors

11 – COMMUNICATION – Reappointments to the Parks and Recreation Commission

12 – COMMUNICATION – Appointment to the Board of Tax Assessment Appeals

13 – COMMUNICATION – Request for Authorization of Funds for the position of Security and Information Services

14 – COMMUNICATION – Donations to the Department of Elderly Services

15 – COMMUNICATION – Donation to the Danbury SeniorNet Computer Center

16 – COMMUNICATION – Donation to the Library

17 – COMMUNICATION – Donation to the Police Department and Request for Waiver of Bids

18 – COMMUNICATION – Purchase of CairnsIRIS

19 – COMMUNICATION – Request for Traffic Signal at Franklin Street and Starr Avenue

20 – COMMUNICATION – Reappropriation of Donated Funds

21 – COMMUNICATION – Appointment of Auditors

22 – COMMUNICATION – Revised LOCIP Application

23 – COMMUNICATION – Funds for the Purchase of a Thermal Imaging Device

24 – COMMUNICATION – Planning Commission Report regarding the Still River Corporation

25 – COMMUNICATION – Planning Commission Report regarding National Resources Conservation Service

26 – COMMUNICATION – Proposal for Mallory Hat Factory site

27 – COMMUNICATION – Water and Sewer Extension- 56 Pembroke

28 – COMMUNICATION – Mallory Hat Factory

29 – COMMUNICATION – Millennium Project

30 – COMMUNICATION –Veterans Graves

31 – COMMUNICATION – Lease for AIDS Prevention Program

32 – COMMUNICATION – Appointments to the HRRA

33 – COMMUNICATION – Donation from The Pepsi Bottling Group

34 – COMMUNICATION – Donation to the Still River Greenway Project

35 – COMMUNICATION – Request for Sewer and Water Extension – Shelter Rock Road

36 – COMMUNICATION – Request for Water Extension – Morgan Avenue

37 – COMMUNICATION – Request for Sewer and Water Extension – Larson Drive

38 – COMMUNICATION – Late Charge – Sewer and Water Bill

39 – COMMUNICATION – Report on 4 Division Street

40 – COMMUNICATION – Reports regarding Sanitary Sewer Main – Park Avenue

41 – COMMUNICATION – Reports regarding Cooper Road

42 – REPORT – Down on the Farm Property

43 – REPORT – Request for Water Extension on Federal Road

44 – REPORT – Weindorf Lane

45 – REPORT – Request for Water Extension – 99 Beaver Brook Road

46 – DEPARTMENT REPORTS – Police Chief, Fire Chief, Department of Elderly Services, Health and Housing, Engineering, Public Utilities, Public Buildings

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

CONSENT CALENDAR – January 4, 2000

2 - Adopt Resolution to apply for and accept funding from the Women's Club of Danbury/New Fairfield in the amount of \$2,700 for the Senior Chorale

3 - Acting as the Flood and Erosion Control Board adopt a resolution authorizing Mayor Gene F. Eriquez to execute agreements and other documents concerning the Miry Brook Emergency Watershed Repair Project

4 - Adopt Resolution to apply for and accept funding from FEMA in the amount of \$1,000 for the purchase of supplies for the Homeless Shelter

5 - Approve the appointment of Gregory Williams as an alternate member on the Environmental Impact Commission

7 - Approve the appointment of Thomas Evans to the Parks and Recreation Commission

8 - Approve the appointments of Dennis Keeler and Francis Kelly to the Richter Park Authority

9 - Approve the appointments of Joseph Justino and LeRoy Parker to the Planning Commission

10 – Approve the appointments of William Goodman, Harold Wibling and Joan Damia to the Danbury Library Board of Directors

11 – Approve the appointments of Norman Winnerman and Richard Cyr to the Parks and Recreation Commission

12 – Approve the appointment of Ernest Boynton to the Board of Tax Assessment Appeals

20 – Approve the transfer of funds in the amount of \$1,435 from the Elderly Services donations account to the Commission on Aging budget

21 – Approve the appointment of McGladrey and Pullen, LLP as independent auditors for the City of Danbury for the second year of its three year contract

24 – Receive the positive recommendation of the Planning Commission regarding the resolution for the Still River Corridor Project Lease with the Connecticut Department of Transportation

25 – Receive the positive recommendation of the Planning Commission regarding the Authorization of Corporation Counsel to acquire Temporary Easements, Authorization for the Mayor to Execute Agreement with National Resources Conservation Services, and Authorization for Mayor to Execute Agreement with the DEP.

27 – Approve an 18 month extension of time for the sewer and water extensions to 56 Pembroke Road

29 – Receive the correspondence and accept the donation

31 – Approve a lease for the AIDS Prevention Program at 2-16 West Street pending positive Planning Commission recommendation

32 – Confirm the appointment of Mayor Gene F. Eriquez as the City's representative to the HRRRA and of William Buckley, Acting Director of Public Works as the Alternate representative

36 – Approve the water extension, subject to the usual eight steps, to accommodate a fire hydrant at the Portuguese Cultural Club on Morgan Avenue

39 – Receive the report regarding 4 Division Street and take no action at this time

40 – Receive the reports regarding the request by Barden Corporation for the City to accept the Sanitary Sewer Line on Park Avenue and take no action at this time

41 – Receive the report regarding Cooper Road and take no action at this time

42 – Receive the report regarding the "Down on the Farm" property on Stadley Rough Road and approve the recommendation

43 – Receive the report regarding a water extension on Federal Road and approve its recommendation

44 – Receive the report regarding Weindorf Lane and approve the recommendation

45 – Receive the report regarding a water extension to 99 Beaver Brook Road and approve the recommendation



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ
MAYOR

(203) 797-4511
FAX (203) 796-1666

January 4, 2000

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members:

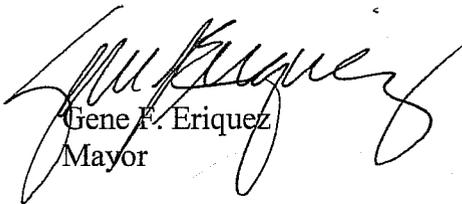
Attached is a resolution allowing the City, should we desire, to enter into a regional agreement for Brownfields Economic Redevelopment initiatives through the Federal Environmental Protection Agency Brownfields Revolving Loan Fund.

Funding through this source would be used for site assessment, remediation, loan review and program administration for Brownfield sites like the former Mallory Hat site.

There is no cost to the City to establish this arrangement with the EPA Revolving Loan Fund.

Thank you for your consideration of this item.

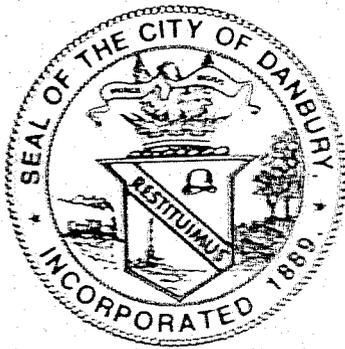
Sincerely,



Gene F. Eriquez
Mayor



RECYCLED
PAPER



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Federal Environmental Protection Agency Brownfields Revolving Loan Fund has been established to create loan programs and enable joint application and cooperative utilization of funding in order to remediate brownfield sites; and

WHEREAS, the Brownfields Economic Redevelopment Initiative enables PILOT programs between municipalities and private party loan candidates to enter in partnerships for purposes of said remediation; and

WHEREAS, in furtherance of the intent of this program, the City of Danbury seeks to form a coalition with the Valley Regional Planning Agency in order to submit a proposal to the U.S. EPA for an award of up to \$500,000.00 for each coalition member under the Brownfields Cleanup Revolving Loan Fund Program; and

WHEREAS, said funding would be used for and including site assessment, loan review and program administration at the former Mallory Hat Factory site; and

WHEREAS, an agreement establishing such a coalition will be necessary in order to establish an appropriate working relationship;

NOW, THEREFORE, BE IT RESOLVED THAT Mayor Gene F. Eriquez or his authorized designee agency or individual(s) be and hereby is (are) authorized to enter sign all documents, letters and applications in order to secure funding by February 7, 2000, and establish a cooperative arrangement for purposes of remediation at the former Mallory Hat Factory site, and to execute such additional documents as may be required for the purposes thereof.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Federal Environmental Protection Agency Brownfields Revolving Loan Fund has been established to create loan programs and enable joint application and cooperative utilization of funding in order to remediate brownfield sites; and

WHEREAS, the Brownfields Economic Redevelopment Initiative enables PILOT programs between municipalities and private party loan candidates to enter in partnerships for purposes of said remediation; and

WHEREAS, in furtherance of the intent of this program, the City of Danbury seeks to form a coalition with the Valley Regional Planning Agency in order to submit a proposal to the U.S. EPA for an award of up to \$500,000.00 for each coalition member under the Brownfields Cleanup Revolving Loan Fund Program; and

WHEREAS, said funding would be used for and include site assessment, loan review and program administration at the former Mallory Hat Factory site; and

WHEREAS, an agreement establishing such a coalition will be necessary in order to establish an appropriate working relationship;

NOW, THEREFORE, BE IT RESOLVED THAT Mayor Gene F. Eriquez or his authorized designee agency or individual(s) be and hereby is (are) authorized to execute all documents, letters and applications in order to secure funding by February 7, 2000, and establish a cooperative arrangement for purposes of remediation at the former Mallory Hat Factory site, and to execute such additional documents as may be required for the purposes thereof.



2

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

(203) 797-4652
FAX: (203) 796-1526

INTEROFFICE MEMORANDUM

TO: HON. GENE F. ERIQUEZ
VIA THE COMMON COUNCIL

FROM: DOMINIC A. SETARO, JR.

SUBJECT: RESOLUTION - SENIOR CHORALE GRANT

DATE: 12/21/99

CC: K. REDENZ, N. C. BUZERAK, L. MCILRATH

Attached for your review is a resolution that will allow the City of Danbury's Department of Elderly Services to apply for and to accept funding from the Women's Club of Danbury/New Fairfield for the purpose of continuing the Senior Chorale. This Grant in the amount of \$2,700 will be used for the purchase of a services for a Conductor and Pianist. No local match is required.

The Common Council is requested to consider this resolution at its next meeting.

Dominic A. Setaro, Jr.



CITY OF DANBURY

DANBURY, CONNECTICUT 06810
DEPARTMENT OF ELDERLY SERVICES
COMMISSION ON AGING

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

Municipal Agent
80 Main Street
(203) 797-4687

Mayor Gene F. Eriquez and
Members of the Common Council
City of Danbury
Danbury, CT 06810

November 29, 1999

Mayor Eriquez and Members of the Common Council:

The Department of Elderly Services requests your approval to apply for \$2700.00 from the Woman's Club of Danbury/ New Fairfield for the purpose of continuing our "Senior Chorale."

This group will be visiting convalescent homes and other similar locations where they will attempt to bring some joy to the residents. They will also participate in intergenerational with children in the local school system.

There is no financial impact on the City of Danbury. This grant application is due on January 15, 2000.

Respectfully,

A handwritten signature in cursive script, appearing to read "Leo McIlrath".

Leo McIlrath

THE WOMAN'S CLUB OF DANBURY/NEW FAIRFIELD

APPLICATION FOR PHILANTHROPIC FUNDING

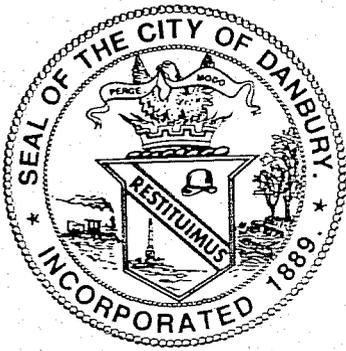
Name of

Organization Danbury Senior Center Contact Leo McIlrath, DirectorAddress 80 Main StreetDanbury, CT 06810Phone 797-4686

1. Is this a non-profit or not-for-profit organization?
Yes No Other Municipal
2. Where does this organization get its financial support?
State _____ %
United Way _____ %
Private donations 5 %
Special event fund raising _____ %
Other City of Danbury 95 % 95
(% Can be approximate)
3. Does this organization have an active volunteer staff?
Yes No _____ How large is it? 90 people
4. Do they have any paid employees? How many? Yes
5. Does this organization have any immediate needs, specific projects, or a wish list? Approximate cost?
*Funds are needed to continue a Senior Chorale that will go out to nursing homes and to other groups of seniors and disabled people who would receive great joy from their performances.
6. What fund raisers are planned in the next year?
quilts and other items made by center participants will be raffled; trips will be planned. Some funds will be generated.
7. Please use reverse side of this form or separate sheet to tell us of other pertinent information which will be helpful to the Philanthropic Committee.

*Needed: \$2700.00 for Conductor - 40 weeks = \$1800
and Pianist - 40 weeks = \$900

Please return by January 15, 2000 to the Woman's Club of Danbury/New Fairfield, P.O. Box 4483, Danbury, Ct. 06813-4483, or to _____ Submitting member.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Woman's Club of Danbury/New Fairfield has made available a grant in the amount of \$2,700.00 for the Senior Chorale; and

WHEREAS, the Department of Elderly Services would like to apply for said grant for the use of a conductor and pianist; and

WHEREAS, these funds are needed to continue the Senior Chorale that will go out to nursing homes and other groups of seniors and disabled people.

NOW, THEREFORE, BE IT RESOLVED THAT, Gene F. Eriquez, Mayor of the City of Danbury is hereby authorized to apply for the said grant and to sign such documents as are necessary to effectuate the purposes hereof.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Woman's Club of Danbury/New Fairfield has made available a grant in the amount of \$2,700.00 for the Senior Chorale; and

WHEREAS, the Department of Elderly Services would like to apply for said grant for the use of a conductor and pianist; and

WHEREAS, these funds are needed to continue the Senior Chorale that will go out to nursing homes and other groups of seniors and disabled people.

NOW, THEREFORE, BE IT RESOLVED THAT, Gene F. Eriquez, Mayor of the City of Danbury is hereby authorized to apply for the said grant and to sign such documents as are necessary to effectuate the purposes hereof.



3

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

OFFICE OF THE CORPORATION COUNSEL

December 28, 1999

PLEASE REPLY TO:

DANBURY, CT 06810

Hon. Mayor Gene F. Eriquez
Hon. Members of the Common Council
155 Deer Hill Avenue
Danbury, Connecticut 06810

Re: Miry Brook Emergency Watershed Project

Dear Mayor and Council:

At last month's Council meeting, you approved a resolution authorizing Mayor Eriquez to sign agreements and take certain actions to obtain federal funding in order to undertake watershed improvements along the Miry Brook near the Airport.

The State Department of Environmental Protection has advised that the Agreements to be executed for this purpose need the approval of the Danbury Flood and Erosion Control Board. Pursuant to Code of Ordinances Section 2-38, the Common Council of the City of Danbury acts as the Flood and Erosion Control Board and therefore must authorize this activity. In order to appropriately handle the administration of this activity in this regard, we recommend that you, acting as the Flood and Erosion Control Board designate Mayor Eriquez to act on your behalf in order to execute the Agreements and take the steps necessary to obtain and utilize the funding offered. The attached resolution sets forth the intent of this action. Please review and approve the same in January.

Should you have any questions about this, please do not hesitate to call.

Very truly yours,

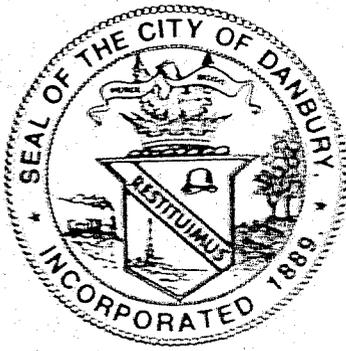
Laszlo L. Pinter
Assistant Corporation Counsel

Attachment

c: Gene F. Eriquez, Mayor
Jack Kozuchowski, Health Dept.
William Buckley, Supt. of P.W.

Dominic A. Setaro, Jr., Director of Finance
Pat Ellsworth, Engineer
Paul Estefan, Airport Administrator

llp/flood2



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Common Council of the City of Danbury, at its regular meeting of December 7, 1999 adopted a resolution authorizing Mayor Gene F. Enriquez to execute such agreements as are necessary to secure federal and State Emergency Watershed Protection Program funding for the Miry Brook stream bank stabilization; and

WHEREAS, the City of Danbury has been advised by the Connecticut Department of Environmental Protection that the City Flood and Erosion Control Board must also render its approval; and

WHEREAS, the Common Council, pursuant to Code of Ordinance Section 2-38 acts as the Flood and Erosion Control Board; and

WHEREAS, it is in the best interests of the City of Danbury to make application, receive funding for this purpose and complete the work necessary to remediate the post Hurricane Floyd damage;

NOW, THEREFORE, BE IT RESOLVED THAT the Common Council of the City of Danbury acting as the Flood and Erosion Control Board pursuant to Section 2-38 of the City of Danbury Code of Ordinances, hereby and specifically designates and authorizes Mayor Gene F. Enriquez to execute, and act on its behalf with respect to, agreements entitled "AGREEMENT FOR CONSTRUCTION MIRY BROOK EMERGENCY WATERSHED REPAIR PROJECT DANBURY, CONNECTICUT", "OPERATION AND MAINTENANCE AGREEMENT MIRY BROOK EROSION REPAIR PROJECT DANBURY, CONNECTICUT" and such other documents as may be required for the purposes of the Miry Brook remediation project.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Common Council of the City of Danbury, at its regular meeting of December 7, 1999 adopted a resolution authorizing Mayor Gene F. Eriquez to execute such agreements as are necessary to secure federal and State Emergency Watershed Protection Program funding for the Miry Brook stream bank stabilization; and

WHEREAS, the City of Danbury has been advised by the Connecticut Department of Environmental Protection that the City Flood and Erosion Control Board must also render its approval; and

WHEREAS, the Common Council, pursuant to Code of Ordinance Section 2-38 acts as the Flood and Erosion Control Board; and

WHEREAS, it is in the best interests of the City of Danbury to make application, receive funding for this purpose and complete the work necessary to remediate the post Hurricane Floyd damage;

NOW, THEREFORE, BE IT RESOLVED THAT the Common Council of the City of Danbury acting as the Flood and Erosion Control Board pursuant to Section 2-38 of the City of Danbury Code of Ordinances, hereby and specifically designates and authorizes Mayor Gene F. Eriquez to execute, and act on its behalf with respect to, agreements entitled "AGREEMENT FOR CONSTRUCTION MIRY BROOK EMERGENCY WATERSHED REPAIR PROJECT DANBURY, CONNECTICUT", "OPERATION AND MAINTENANCE AGREEMENT MIRY BROOK EROSION REPAIR PROJECT DANBURY, CONNECTICUT" and such other documents as may be required for the purposes of the Miry Brook remediation project.



4

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

(203) 797-4652
FAX: (203) 796-1526

INTEROFFICE MEMORANDUM

TO: HON. GENE F. ERIQUEZ
VIA THE COMMON COUNCIL

FROM: DOMINIC A. SETARO, JR.

SUBJECT: RESOLUTION – FEMA GRANT

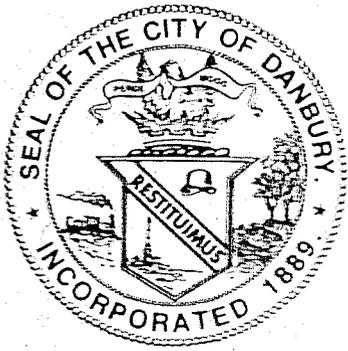
DATE: 12/23/99

CC: K. REDENZ, N. C. BUZERAK, D. MACKENZIE

Attached for your review is a resolution that will allow the City of Danbury's Department of Welfare & Social Services to apply for and to accept funding from FEMA. This Grant in the amount of \$1,000 will be used for the purchase of a supplies at the Homeless Shelter. No local match is required.

The Common Council is requested to consider this resolution at its next meeting.


Dominic A. Setaro, Jr.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Federal Environmental Protection Agency Brownfields Revolving Loan Fund has been established to create loan programs and enable joint application and cooperative utilization of funding in order to remediate brownfield sites; and

WHEREAS, the Brownfields Economic Redevelopment Initiative enables PILOT programs between municipalities and private party loan candidates to enter in partnerships for purposes of said remediation; and

WHEREAS, in furtherance of the intent of this program, the City of Danbury seeks to form a coalition with the Valley Regional Planning Agency in order to submit a proposal to the U.S. EPA for an award of up to \$500,000.00 for each coalition member under the Brownfields Cleanup Revolving Loan Fund Program; and

WHEREAS, said funding would be used for and include site assessment, loan review and program administration at the former Mallory Hat Factory site; and

WHEREAS, an agreement establishing such a coalition will be necessary in order to establish an appropriate working relationship;

NOW, THEREFORE, BE IT RESOLVED THAT Mayor Gene F. Eriquez or his authorized designee agency or individual(s) be and hereby is (are) authorized to execute all documents, letters and applications in order to secure funding by February 7, 2000, and establish a cooperative arrangement for purposes of remediation at the former Mallory Hat Factory site, and to execute such additional documents as may be required for the purposes thereof.

EMERGENCY FOOD AND SHELTER PROGRAM
PHASE 18
LOCAL BOARD - NORTHERN FAIRFIELD COUNTY

Name of Agency: City of Danbury Dept of Welfare & Social Services
Street Address: 155 DEERHILL AVE D
City: Danbury State: CT Zip: 06810 Telephone: (203) 796-1580
Tax ID Number: _____ Total Amount Requested: \$ _____

Activity to be provided (use other side if needed):
Funds will be used towards the costs of an 18 Bed emergency shelter for homeless adults.

	\$ AMOUNT
A. Served Meals	_____
B. Other Food	_____
C. Mass Shelter	<u>1000.00</u>
D. Other Shelter.	_____
E. Supplies/Equipment	_____
F. Emergency Repairs /To Meet Code	_____
G. Rent/Mortgage	_____
H. Utility Assistance	_____
I. Administration	_____
J. Total Requested	<u>1000.00</u>

(over)



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Federal Emergency Management Agency (FEMA), working through the United Way of Northern Fairfield County, Inc., is allocating funds from its Phase XIV Program for the greater Danbury area to be used for emergency food and shelter; and

WHEREAS, the Welfare Department of the City of Danbury has applied for funds not to exceed \$1,521.00 from said program to help offset the cost of operating the City's Homeless Shelter at 41 New Street; and

WHEREAS, the grant period extends from October 1, 1999 through September 30, 2000, with no local match required;

NOW, THEREFORE, BE IT RESOLVED THAT the actions of Gene F. Eriquez, Mayor of the City of Danbury, and the Department of Welfare in applying for said grant are hereby ratified; and

BE IT FURTHER RESOLVED THAT Mayor Gene F. Eriquez is hereby authorized to accept said funds if offered through the United Way of Northern Fairfield County, Inc., and to execute any agreements or other documents necessary to effectuate the purposes of said grant.



5

CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ
MAYOR

(203) 797-4511
FAX (203) 796-1666

January 4, 2000

Honorable Members of the Common Council
City of Danbury, Connecticut

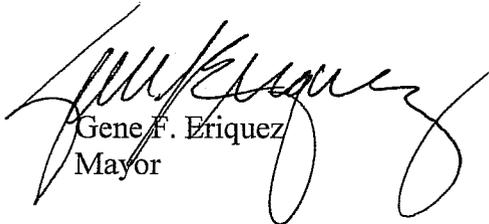
Dear Council Members

I respectfully request the appointment of Gregory Williams (R), 104 Franklin Street, Danbury, as an Alternate Member on the Environmental Impact Commission to fill a vacancy. This term will expire December 1, 2001.

Mr. Williams is a graduate of the University of Maryland with a degree in Electrical Engineering. He is employed in the Information Technology Training area with Global Knowledge Network. Also, he is a Navy Veteran and serves non-profit organizations in his professional capacities.

Thank you for your consideration of this matter.

Sincerely,



Gene F. Eriquez
Mayor



6

CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ
MAYOR

(203) 797-4511
FAX (203) 796-1666

January 4, 1999

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members:

I hereby submit the following appointments for your confirmation within the Danbury Fire Department.

To Dispatcher:

F.F. Mark E. Perry
6 Skyline Drive
Danbury, CT 06810

Firefighter Perry is a 15 year veteran of the Fire Department. He has served as a provisional dispatcher and is APCO certified as a dispatcher. Mr. Perry holds several additional certifications in the fire service including as an EMT-IV Technician, Fire Instructor and Hazardous Materials Operations Technician. Firefighter Perry is first in Civil Service eligibility for this position.

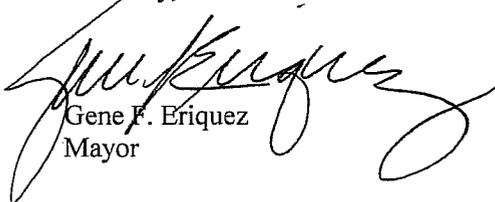
To Deputy Fire Marshall:

F.F. William H. Weber
113 Padanarum Road
Danbury, CT 06811

Firefighter Weber is a 15 year veteran of the Fire Department. He possesses an Associate Degree in Criminal Justice and Law Administration and has extensive experience in general construction as a carpenter. He is a veteran of the National Guard and holds several certifications in the fire service, including as an EMT. Firefighter Weber is first in Civil Service eligibility for this position.

Thank you for your consideration.

Sincerely,


Gene F. Eriquez
Mayor



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ
MAYOR

(203) 797-4511
FAX (203) 796-1666

January 4, 2000

Honorable Members of the Common Council
City of Danbury, Connecticut

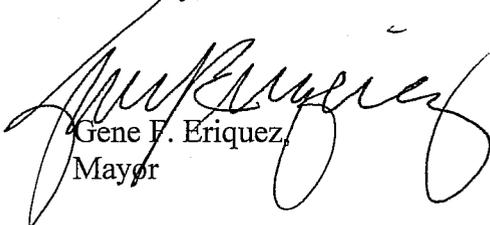
Dear Council Members

I respectfully request the reappointment of Thomas Evans (D,) of 28 Benson Drive, to the Parks and Recreation Commission with a term ending December 1, 2001.

Mr. Evans is a member of the Conservation Commission and, as such, fulfills the requirement of Section 2-55 of the Code of Ordinances of the City of Danbury, mandating that one member of said Commission also be a member of the Parks and Recreation Commission.

Thank you for your consideration of this matter.

Sincerely,



Gene F. Eriquez,
Mayor



8

CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ
MAYOR

(203) 797-4511
FAX (203) 796-1666

January 4, 2000

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members :

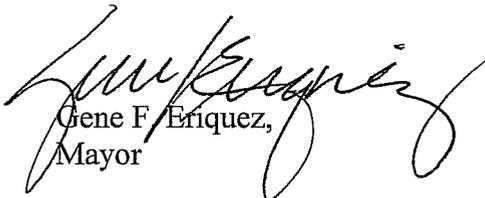
I respectfully request the reappointment of the following individuals to the Richter Park Authority:

Dennis Keeler (D)
29 East Pembroke Road
Danbury, CT 06811
Term to expire September 1, 2002

Francis Kelly (R)
13 Alan Avenue
Danbury, CT 06810
Term to expire September 1, 2000

Mr. Keeler and Mr. Kelly are members in good standing and are willing to serve another term. Thank you for your consideration of this matter.

Sincerely,


Gene F. Enriquez,
Mayor



RECYCLED
PAPER



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ
MAYOR

(203) 797-4511
FAX (203) 796-1666

January 4, 2000

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members :

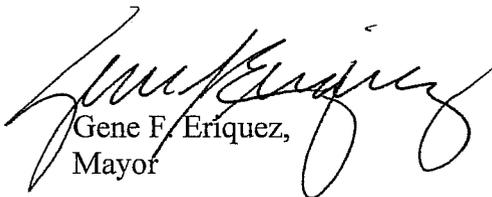
I respectfully request the reappointment of the following individuals to the Planning Commission of the City of Danbury with terms to expire January 1, 2003:

Joseph Justino (U)
60 Judith Drive
Danbury, CT 06811

Leroy Parker (D)
One Carriage House Drive
Danbury, CT 06811

Mr. Justine and Mr. Parker are members in good standing and are willing to serve another term. Thank you for your consideration of this matter.

Sincerely,


Gene F. Eriquez,
Mayor



10

CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ
MAYOR

(203) 797-4511
FAX (203) 796-1666

January 4, 2000

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members :

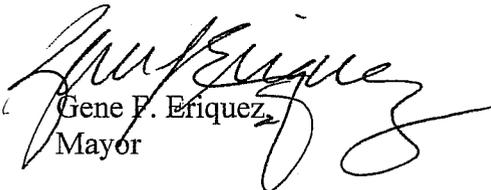
I respectfully request the reappointment of the following individuals to the Danbury Library Board of Directors for a term to expire January 1, 2003:

William Goodman(D)
One Lakeside Rd.
Danbury, CT 06811

Harold Wibling (U) Joan Damia (R)
Willow Lake Dr. 113 Clapboard Ridge Rd.
Danbury, CT 06811 Danbury, CT 06811

Mr. Goodman, Mr. Wibling, and Rev. Ms. Damia are members in good standing and are willing to serve another term. Thank you for your consideration of this matter.

Sincerely,


Gene F. Enriquez
Mayor



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ
MAYOR

(203) 797-4511
FAX (203) 796-1666

January 4, 2000

Honorable Members of the Common Council
City of Danbury, Connecticut

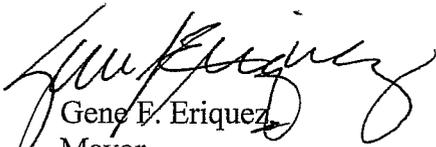
Dear Council Members :

I respectfully request the reappointment of the following individuals to the Parks and Recreation Commission for a term to expire December 1, 2002:

Norman Winnerman (D)	Richard W. Cyr (D)
28 Nancy Drive	14 Virginia Avenue
Danbury, CT 06811	Danbury, CT 06811

Mr. Winnerman and Mr. Cyr are members in good standing and are willing to serve another term. Thank you for your consideration of this matter.

Sincerely,



Gene F. Eriquez
Mayor



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ
MAYOR

(203) 797-4511
FAX (203) 796-1666

January 4, 2000

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members

I respectfully request the appointment of Ernest M. Boynton (D), 26 McDermott Street, Danbury to the Board of Tax Assessment Appeals for a term to expire June 30, 2002. Mr. Boynton will fill the unexpired term of Thomas Saadi.

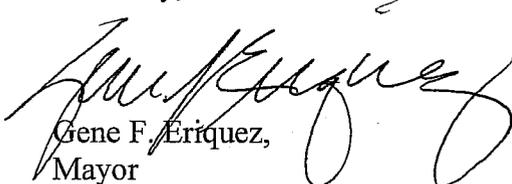
Mr. Boynton served a total of 18 years as a member of the Common Council of the City of Danbury. He was also a member of the Zoning Board of Appeals for ten years and served on the Three-Tier Tax Study Committee.

He is a member of the Exchange Club of Danbury, the Catholic War Veterans and the Wooster Hose Company and a past member of the Danbury Jaycees.

He has been married for 38 years to his wife Ann and has three children and four grandchildren.

Thank you for your consideration of this appointment.

Sincerely,


Gene F. Enriquez,
Mayor



13

CITY OF DANBURY

OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ
MAYOR

(203) 797-4511
FAX (203) 796-1666

January 4, 2000

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members:

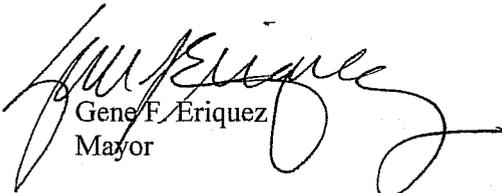
Now that the new construction and renovations to City Hall are complete and operations in the new environment established, I respectfully request your approval of the authorization of funds that would allow as to hire an individual who will provide Security and Information services in the building.

Recognizing the expressed intent of several Members of the Council, we have worked to establish criteria for such as position. Additionally, I have discussed this position with Mr. Thomas Dyer, a Danbury resident and former police officer for the Town of Ridgefield. He possesses the necessary background and experience to bring to this position as he has worked in the security field subsequent to his career in law enforcement.

I believe you share the desire to ensure the safest environment for our employees while offering the same for our constituents and people who do business at City Hall. Therefore, I request your favorable consideration of this matter.

Thank you for your cooperation. If you have any questions or require further information, please call upon me.

Sincerely,



Gene F. Eriquez
Mayor



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

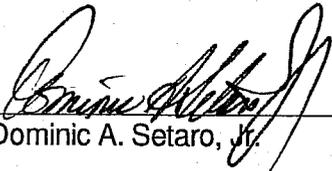
(203) 797-4652
FAX: (203) 796-1526

M E M O R A N D U M

To: Hon. Gene F. Eriquez via the Common Council
From: Dominic A. Setaro, Jr., Director of Finance
Date: January 3, 2000
Re: **CITY HALL SECURITY** **CERTIFICATION #16**

Per Item #13 on the Common Council agenda, I hereby certify the availability of \$12,592 to be transferred from excess revenue funds from the State of Connecticut to City Hall Building, Regular Salaries, Account #1350.5020.

State Revenue – State Property in Lieu of Taxes	\$310,000
Less pending request	23,857
Less this request	<u>12,592</u>
Balance	\$273,551



Dominic A. Setaro, Jr.

DAS/jgb



14

CITY OF DANBURY

DANBURY, CONNECTICUT 06810

DEPARTMENT OF ELDERLY SERVICES

COMMISSION ON AGING

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

Municipal Agent
80 Main Street
(203) 797-4687

Mayor Gene F. Eriquez and Members of the Common Council
City of Danbury
Danbury, CT 06810

December 23, 1999

Mayor Eriquez and Members of the Council:

The following donations (\$1,100) have been sent to the Department of Elderly Services for the use of the Danbury Senior Center:

Jeannie & James Ogle – Mendenhall, PA	1000.00
Shelia's Inc.-Ridgefield	50.00
Kenneth Biechy –Stadley Rough School –	25.00
Filosa Care Center -	25.00

Please approve of these donations and transfer them into the appropriate line items, as requested on the accompanying form.

Respectfully,

Leo McIlrath, Director



15

CITY OF DANBURY

DANBURY, CONNECTICUT 06810

DEPARTMENT OF ELDERLY SERVICES

COMMISSION ON AGING

Danbury Senior Center

80 Main Street
(203) 797-4686

Municipal Agent

80 Main Street
(203) 797-4687

Mayor Gene F. Eriquez and Members of the Common Council
City of Danbury
Danbury, CT 06810

December 23, 1999

Mayor Eriquez and Members of the Council:

The following donation has been sent to the Department of Elderly Services for the use of the Danbury SeniorNet Computer Center:

The SeniorNet National	1000.00
------------------------	---------

Please approve of this donation.

Respectfully,

A handwritten signature in cursive script, appearing to read "Leo McIlrath".

Leo McIlrath, Director

December 21, 1999

Mayor Gene F. Eriquez

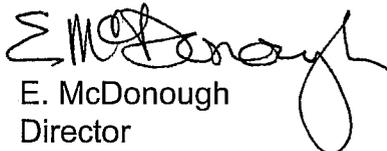
Danbury City Hall

Dear Mayor Eriquez:

We have received a donation from Joan Hempel, 623 N. Salem Rd., Ridgefield, 06877 in the amount of \$500.00.

This needs to be credited into BOOKS line-item 7000.5661. Please place this item on the agenda for the January Common Council meeting.

Sincerely,


E. McDonough
Director

c: D. Setaro - Director of Finance



17

CITY OF DANBURY
DANBURY, CONNECTICUT 06810

DEPARTMENT OF POLICE
120 MAIN STREET

ROBERT L. PAQUETTE, CHIEF
(203) 797-4614

Memorandum

To: *Elizabeth Crudginton, Danbury City Clerk and
Members of the Danbury Common Council*

From: *Robert L. Paquette, Chief of Police*

Date: *12/28/1999*

Subject: *1. Acceptance of the proposed donation by the private foundation known as
INVEST to supplement federal funding for the purchase of bulletproof vests.*

*2. Request for the waiver of local bidding requirements for the purchase of
bulletproof vests.*

Schaus Marketing Services, Inc. has offered to sell a body armor package consisting of 165 vest packages at the total cost of \$81,675.00. The Danbury Police Department's net cost would be \$40,837.50 or just \$247.50 @ vest package. INVEST will donate funds in the amount of \$40,837.50 to defray the full actual cost of the vests. The INVEST payments and approvals are handled directly by Protective Products and INVEST. Protective Products International has advised Danbury Police in writing that INVEST has approved the payment of 50% of the armor purchased by Danbury.

The Bureau of Assistance has approved a total of \$39,517.50. It is now estimated that only \$1,320 in municipal funds will be needed to cover final payment. It is thus my recommendation, the Common Council waives local bidding for this unique purchase opportunity.

Sincerely,

Robert L. Paquette
Chief of Police

cc: Dominic A. Setaro, Finance Director
Warren Platz, Purchasing Director



18

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

January 4, 2000

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

Re: **Purchase of CairnsIRIS**

Dear Council Members:

In light of the recent rash of fires in our City, coinciding with the arrival of the cold weather, and the recent tragedy in Worcester, Massachusetts, we respectfully request that the Common Council approve an allocation from the Contingency Fund in the amount of \$25,350 to purchase a second CairnsIRIS device for the Fire Department. This equipment allows our firefighters to be able to see in smoke filled buildings.

At the time the Kiwanis Club donated the first of these devices, the City promised to purchase a second one. This purchase has not yet been made. We feel that further delay on this matter puts our firefighters and our citizens at risk.

We would further request that this purchase be made with the input of the Chief of the Fire Department.

Sincerely yours,

Pauline Basso

Martin Moore

Mary Saracino



19

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

January 4, 1999

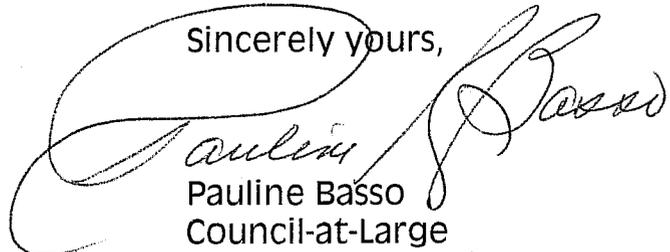
Honorable Members of the Common Council
City Hall
155 Deer Hill Avenue
Danbury, Connecticut 06810

Dear Council Members:

After the occurrence of a serious accident at the intersection of Franklin Street and Starr Avenue on December 13, 1999, I request that an ad hoc committee be formed to address the issue of the installation of either a stop sign or a traffic light at that location.

A stop sign was put in place at that intersection approximately two years ago, but it was removed after only two weeks.

Sincerely yours,



Pauline Basso
Council-at-Large



CITY OF DANBURY

DANBURY, CONNECTICUT 06810

DEPARTMENT OF ELDERLY SERVICES
COMMISSION ON AGING

20

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

Municipal Agent
80 Main Street
(203) 797-4687

Date: 12/23/99

MEMO TO: Hon. Gene F. Eriquez
via the Common Council

FROM: Leo McIlrath, Director
Elderly Services

RE: Reappropriation of Donated Funds

I hereby request a transfer of funds in the amount of \$1435.00 from the Elderly Services donations account to the Commission on Aging budget for the following accounts:

Professional Service Fees -	(5002.5311) 435.00
Office Supplies -	(5002.5601) 500.00
Printing & Binding -	(5002.5324) 500.00

I have been advised by the Director of Finance that these funds exist in my account, and he will provide you with his certification.



Leo McIlrath

LM/jg

cc: Dominic A. Setaro, Jr.
Director of Finance



21

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

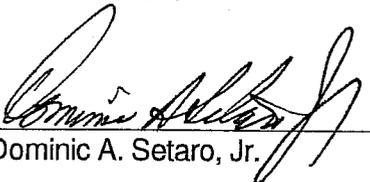
(203) 797-4652
FAX: (203) 796-1526

M E M O R A N D U M

To: Hon. Gene F. Eriquez via the Common Council
From: Dominic A. Setaro, Jr., Director of Finance
Date: December 22, 1999
Re: **APPOINTMENT OF AUDITORS**

As you may recall, last year we solicited Request for Qualifications and Proposals for qualified auditing firms to conduct the City's annual audit. The Board of Awards awarded a three-year contract to McGladrey & Pullen, LLP. I am happy to say that we have completed our first year and our audit was a success.

Because the State requires that the Common Council appoint an independent auditor each year, I would request that the Common Council do so at its January 4, 2000 meeting. Should you have any questions, feel free to give me a call.



Dominic A. Setaro, Jr.

DAS/jgb



22

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

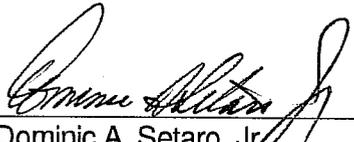
(203) 797-4652
FAX: (203) 796-1526

M E M O R A N D U M

To: Hon. Gene F. Eriquez via the Common Council
From: Dominic A. Setaro, Jr., Director of Finance
Date: December 22, 1999
Re: **REVISED LOCIP APPLICATION**

Please be advised that pursuant to the Common Council approval at its December Common Council meeting authorization was granted to the Mayor and myself to make transfers from within existing allocations to the LOCIP application. We are hereby notifying you that approximately \$29,000 in funding will be allocated towards the purchase of a Termal camera for the Fire Department. These funds have been transferred from the allocation of Rebuilding/Repaving Highways.

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



Dominic A. Setaro, Jr.

DAS/jgb



23

CITY OF DANBURY

OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ
MAYOR

(203) 797-4511
FAX (203) 796-1666

December 27, 1999

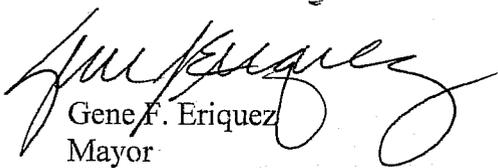
Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members:

Please be advised that the City has appropriated up to \$29,383 to be used for the purchase of a second Thermal Imaging Device for the Danbury Fire Department. Funds have been made immediately available through the Local Capital Improvement Program where funds are now eligible for this purpose.

This hand-held equipment will aid our firefighters and their work as they serve to protect the lives and property of our citizens.

Sincerely,


Gene F. Eriquez
Mayor



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

PLANNING COMMISSION
(203) 797-4525

December 21, 1999

Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

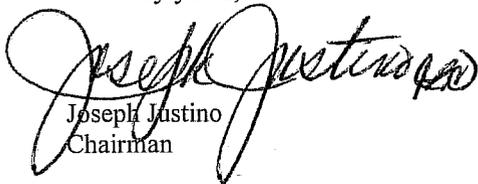
Re: 8-24 Referral – Resolution – Still River Corporation

Dear Council Members:

The Planning Commission at its meeting December 15, 1999 motioned for a positive recommendation for the Resolution for the Still River Corporation.

The motion was made by Mr. Zaleta seconded by Mr. Malone and passed with "ayes" from Commissioners Zaleta, Malone, Manuel, and Justino. Commissioner Parker chose to abstain from voting on this matter.

Sincerely yours,


Joseph Justino
Chairman

JJ/jlc



25

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

PLANNING COMMISSION
(203) 797-4525

December 21, 1999

Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

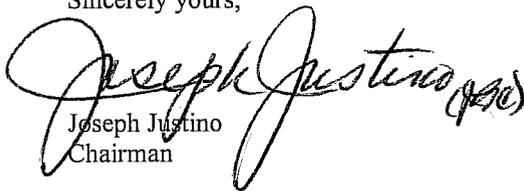
Re: 8-24 Referral - Authorization of Corporation Counsel to Acquire Temporary Easements, Authorization for Mayor to Execute Agreement with National Resources Conservation Service, and Authorization for Mayor to Execute Agreement with the Department of Environmental Protection.

Dear Council Members:

The Planning Commission at its meeting December 1, 1999 motioned for a positive recommendation for this request because it will mitigate impacts from Hurricane Floyd and will not necessitate the use of City funds.

The motion was made by Mr. Zaleta seconded by Mr. Deeb and passed with "ayes" from Commissioners Justino, Zaleta, Deeb, Malone and Manuel.

Sincerely yours,


Joseph Justino
Chairman

JJ/jlc



26

December 29, 1999

Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Honorable Council Members:

As you know from my letter of December 9, Kingswood has been manufacturing kitchen cabinets since 1967 for distribution throughout the East. We are one of downtown Danbury's largest employers, with a staff of 85. Many of our employees actually live close enough to walk to work. Located at 70 Beaver Street, we are a positive and stabilizing force in the neighborhood. However, our building and parking are inadequate for our growing business. We face the decision whether to grow elsewhere or to try to remain in the community.

The site of the former Mallory Hat factory lies just across the street. We understand that the EPA is funding a clean-up of the site, that the City plans to dispose of the property, and that Fairfield Processing has expressed an interest. We have also approached Mayor Eriquez about acquiring some or all of the site and hope that our discussions will enable us, and Fairfield Processing, to expand within the neighborhood.

Mayor Eriquez indicated that he would like to accommodate both parties and that he would arrange a meeting with representatives of both companies. While we wait for that meeting to be scheduled, we thought that we should present the City with a formal offer. If our structural engineer concludes, as we believe, that the rear building is salvageable, then Kingswood, or its principals, would be willing to buy the back land and building for \$1. The benefits to the City, of course, are avoiding the cost of demolition and getting the building back onto the tax rolls promptly. The precise division of land between the interested companies would presumably be determined when the Mayor assembles all the parties.

Meanwhile, we would appreciate your consideration of our purchase offer and look forward to hearing from you.

Sincerely,

A handwritten signature in cursive script that reads 'Henry L. Blevio'.

Henry L. Blevio

cc: Hon. Gene F. Eriquez

COLLINS, HANNAFIN, GARAMELLA, JABER & TUOZZOLO
PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
148 DEER HILL AVENUE, POST OFFICE BOX 440, DANBURY, CONNECTICUT 06813-0440

FRANCIS J. COLLINS
EDWARD J. HANNAFIN
JACK D. GARAMELLA
PAUL N. JABER
JOHN J. TUOZZOLO*
ROBERT M. OPOTZNER**
E. O'MALLEY SMITH
THOMAS W. BEECHER
EVA M. DEFranCO
CHRISTOPHER K. LEONARD
JILL H. O'CONNOR
GAIL HAMATY MATTHEWS***
LAURA A. GOLDSTEIN
GREGG A. BRAUNEISEN**

27
TELEPHONE (203) 744-2150
EXTENSION: 3304
FACSIMILE (203) 791-1126

RIDGEFIELD OFFICE:
24 BAILEY AVENUE
RIDGEFIELD, CONNECTICUT 06877
TELEPHONE (203) 438-7403
FACSIMILE (203) 438-7425

INTERNET ADDRESS:
HTTP://WWW.CHGJTLAW.COM
PLEASE RESPOND TO DANBURY OFFICE

December 22, 1999

*OF COUNSEL
**ALSO ADMITTED IN NEW YORK
***ADMITTED IN PENNSYLVANIA

HAND DELIVER

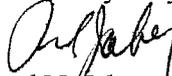
Honorable Thomas Arconti
President of Common Council
City of Danbury
City Hall
155 Deer Hill Avenue
Danbury, CT 06810

**RE: Hungarian American Club - 56 Pembroke Road, Danbury
Water & Sewer Extension
Our File Number: 95-8320-2-P**

Dear Mr. Arconti:

Please be advised I represent the Hungarian American Club, owners of property at 56 Pembroke Road, Danbury, Connecticut. The club received an approval to extend the water and sewer line to 56 Pembroke Road from the Common Council on or about April, 1998. Said permit has expired and the club hereby requests the Council for an additional 18-month extension of said permit. If you have any questions concerning the same, please do not hesitate to contact me.

Yours very truly,


Paul N. Jaber

PNJ:mm

cc: Mr. Frank Ipkovich
Mr. Anthony Lucera



CITY OF DANBURY
DANBURY, CONNECTICUT 06810

HEALTH AND HOUSING DEPARTMENT
155 DEER HILL AVENUE

Revised from 12/22/99

(203) 797-4625
FAX (203) 796-1596

December 30, 1999

The Honorable Mayor Gene Eriquez and Members of the Common Council
155 Deer Hill Avenue
Danbury, Connecticut

Dear Mayor Eriquez and Members of the Common Council :

As you know, the Environmental Protection Agency (EPA) has authorized the removal of friable asbestos from the Mallory Hat Factory through its Superfund emergency removal program. This was a significant service in moving the project forward, as it reduced the cost of demolition by taking care of a portion of the asbestos removal, demolished the chimney, removed all above ground hazardous materials from the site and removed the vast accumulation of wastes that were inside of the building.

However, EPA made it very clear to us that their removal action would not encompass other building demolition. Therefore, in order to move forward on the environmental clean-up and ultimate transfer and redevelopment of the property, the next step is for us to demolish the buildings on the site. The Purchasing Department has obtained competitive quotes from demolition contractors for this purpose. After reviewing these quotes, it is our determination that an appropriation of \$ 200,000. should be adequate to remove the buildings from the site (with a sufficient contingency for fencing, oil tank removal, and other items that were not specified in the RFQ).

It is the collective recommendation of Fire Chief Carmen Oliver, Police Chief Bob Paquette, Building Official Leo Null, Public Works Director Bill Buckley and myself that the inherent safety threat to our public safety officials and the homeless users of the buildings due to the structural instability of these buildings makes this a public hazard that needs to be addressed as soon as possible. We respectfully request that \$ 200,000. be appropriated for the purpose of immediate removal of the buildings from the site. If the Council provides this appropriation, we stand ready to immediately select a contractor and initiate the removal of these unsafe buildings.

Respectfully Yours,

Jack Kozuchowski
Coordinator of Environmental &
Occupational Health Services



cc : Dominic Setaro



28

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

(203) 797-4652
FAX: (203) 796-1526

M E M O R A N D U M

To: Hon. Gene F. Eriquez via the Common Council
From: Dominic A. Setaro, Jr., Director of Finance
Date: January 3, 2000
Re: **MALLORY HAT FACTORY**
CC: Jack Kozuchowski **REVISED CERTIFICATION #15**

Per the attached revised request of Jack Kozuchowski, I hereby certify the availability of \$176,143 to be transferred from the Contingency and \$23,857 from excess State revenue, entitled "State Property in Lieu of Taxes" to a new Capital line item entitled, "Demolition of Mallory Hat Factory".

Since our Contingency is now depleted, any future certifications will come from the excess revenue that was granted by the Legislature after the 1999-2000 budget was adopted.

Balance of Contingency	\$215,538
Less pending request	39,395
Less this request	<u>176,143</u>
Balance	-0-
State Revenue – State Property in Lieu of Taxes	\$310,000
Less pending requests	-0-
Less this request	<u>23,857</u>
Balance	\$286,143

Dominic A. Setaro, Jr.

DAS/jgb



CITY OF DANBURY
DANBURY, CONNECTICUT 06810

28

HEALTH AND HOUSING DEPARTMENT
155 DEER HILL AVENUE

December 22, 1999

(203) 797-4625
FAX (203) 796-1596

The Honorable Mayor Gene Eriquez and Members of the Common Council
155 Deer Hill Avenue
Danbury, Connecticut

Dear Mayor Eriquez and Members of the Common Council :

As you know, the Environmental Protection Agency (EPA) has authorized the removal of friable asbestos from the Mallory Hat Factory through its Superfund emergency removal program. This was a significant service in moving the project forward, as it reduced the cost of demolition by taking care of a portion of the asbestos removal, demolished the chimney, removed all above ground hazardous materials from the site and removed the vast accumulation of wastes that were inside of the building.

However, EPA made it very clear to us that their removal action would not encompass other building demolition. Therefore, in order to move the environmental clean-up and ultimate transfer and redevelopment of the property, the next step is for us to demolish the buildings on the site. The Purchasing Department has obtained competitive quotes from demolition contractors for this purpose. After reviewing these quotes (and taking into account a conservative contingency for fencing, tank removal and other items that were not specified in the RFQ), it is our estimate that an appropriation of \$ 150,000. should be adequate to remove the buildings from the site.

It is the collective recommendation of Fire Chief Carmen Oliver , Police Chief Bob Paquette, Building Official Leo Null, Public Works Director Bill Buckley and myself that the inherent safety threat to our public safety officials and the homeless users of the buildings due to the structural instability of these buildings makes this a public hazard that needs to be addressed as soon as possible. We respectfully request that \$ 150,000. be appropriated for the purpose of immediate removal of the buildings from the site. If the Council provides this appropriation, we stand ready to immediately select a contractor and initiate the removal of these unsafe buildings.

Respectfully Yours,

Jack Kozuchowski
Coordinator of Environmental &
Occupational Health Services

cc : Dominic Setaro





CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

(203) 797-4652
FAX: (203) 796-1526

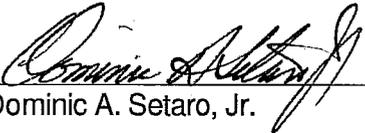
MEMORANDUM

To: Hon. Gene F. Eriquez via the Common Council
From: Dominic A. Setaro, Jr., Director of Finance
Date: December 23, 1999
Re: **MALLORY HAT FACTORY**
CC: Jack Kozuchowski

CERTIFICATION #15

Per the attached request of Jack Kozuchowski, I hereby certify the availability of \$150,000 to be transferred from the Contingency to a new Capital line item entitled, "Demolition of Mallory Hat Factory".

Balance of Contingency	\$215,538
Less pending request	39,395
Less this request	<u>150,000</u>
Balance	\$ 26,143



Dominic A. Setaro, Jr.

DAS/jgb



29

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

(203) 797-4652
FAX: (203) 796-1526

M E M O R A N D U M

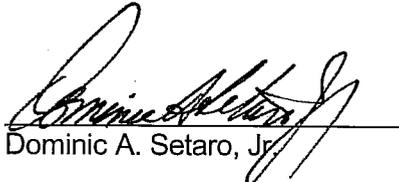
To: Hon. Gene F. Eriquez via the Common Council
From: Dominic A. Setaro, Jr., Director of Finance
Date: December 20, 1999
Re: **MILLENNIUM PROJECT**

As per previous correspondence regarding the acceptance of donations for the Millennium Project, attached you will find a copy of the following check representing a donation to the project.

The Pepsi Bottling Group, Inc.

\$10,000

Should you need any additional information, feel free to give me a call.



Dominic A. Setaro, Jr.

DAS/jgb

THE FACE OF THIS CHECK HAS A MULTICOLORED BACKGROUND - ON WHITE PAPER



THE PEPSI BOTTLING
GROUP, INC.
SOMERS NY 10589

DATE	CHECK NO.	NET AMOUNT
12/10/99	60438071	**\$10,000.00

PAY

Ten thousand and 00/100 Dollars

Void After 180 Days
DISBURSEMENT ACCOUNT

62-26
311

60438071 5055-09

TO THE
ORDER
OF

THE MILLENIUM PROJECT/
CHILDEN'S GARDEN
C/O OFFICE OF THE MAYOR
155 DEER HILL AVENUE
DANBURY, CT 06810



Chase Manhattan Bank Delaware
1201 Market Street
Wilmington, DE 19801

THE BACK OF THIS CHECK CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

⑈060438071⑈ ⑆0311002671⑆ 6301450551509⑈



30

CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ
MAYOR

(203) 797-4511
FAX (203) 796-1666

January 4, 2000

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members:

Attached is correspondence from our City's Director of Veterans Affairs, Mr. Patrick Waldron, regarding the need to acquire additional graves for Danbury indigent wartime veterans.

Subsequent to the receipt of Mr. Waldron's letter, we met and reviewed the need as best as it could be projected for the next five years. Accordingly, we have agreed to initially procure 15 graves at St. Peter Cemetery and 15 graves at Wooster Cemetery. Additional purchases will occur as future needs dictate. The cost for the sites at St. Peter Cemetery is \$10,395 and \$9,000 for the graves at Wooster Cemetery for a total of \$19,395 at this time.

It should be noted that the Danbury Council of Veterans supports the purchase of these grave sites for the aforementioned purpose.

I request your favorable consideration of this item requiring an expenditure of \$19,395 to meet the needs of our veterans and their families.

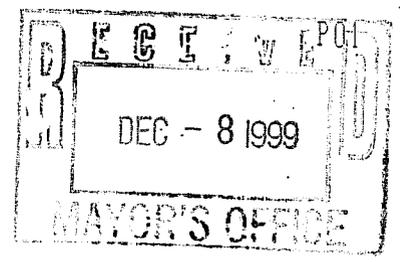
Sincerely,


Gene F. Eriquez
Mayor

Cc: Dominic A. Setaro, Jr., Director of Finance
Patrick R. Waldron, Director of Veterans Affairs



RECYCLED
PAPER



CITY OF DANBURY

198 MAIN STREET
DANBURY, CONNECTICUT 06810

PATRICK R. WALDRON
Director of Veterans Affairs

(203) 797-4620

October 27, 1999

The Honorable Gene F. Eriquez
Mayor of the City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Dear Mayor Eriquez:

I am writing you in reference to our meeting about procurement of graves for Danbury indigent wartime veterans.

You indicated that you would incorporate on the Common Council agenda at the November meeting the purchase of 30 graves in St. Peter's Cemetery at a cost of \$20,790.00, and 20 graves at the Wooster Cemetery at a cost of \$12,000.00. Please use the enclosed quotes from both cemeteries.

I would like to thank you on behalf of the Danbury Veterans Council and this office for such a worthy expenditure.

Respectfully,

Patrick R. Waldron
Director, Veterans Affairs

CC: Mr. D. Setaro

Mr. T. Winkler, President ✓
Danbury Veterans Council

Mr. James Purcell
Registrar of Graves



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

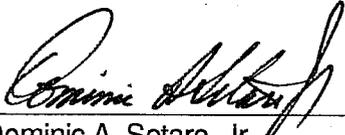
(203) 797-4652
FAX: (203) 796-1526

M E M O R A N D U M

To: Hon. Gene F. Eriquez via the Common Council
From: Dominic A. Setaro, Jr., Director of Finance
Date: December 23, 1999
Re: **VETERAN GRAVES**
CC: Patrick Waldron **CERTIFICATION #14**

I hereby certify the availability of \$19,395 to purchase 15 veteran graves from St. Peter's Cemetery and 15 veteran graves from Wooster Cemetery. These funds will be transferred from the Contingency Fund into a new Capital line item entitled, "Veterans Graves".

Balance of Contingency	\$215,538
Less pending request	20,000
Less this request	<u>19,395</u>
Balance	\$176,143



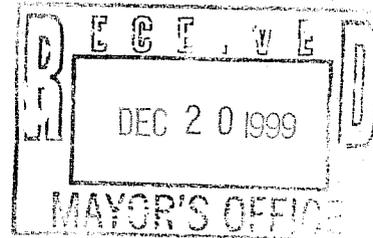
Dominic A. Setaro, Jr.

DAS/jgb



31

CITY OF DANBURY
DANBURY, CONNECTICUT 06810



HEALTH AND HOUSING DEPARTMENT
155 DEER HILL AVENUE

(203) 797-4625
FAX (203) 796-1596

December 17, 1999

Honorable Mayor Gene F. Eriquez
Honorable Members Danbury Common Council
155 Deer Hill Avenue
Danbury, CT 06810

Dear Mayor Eriquez and Common Council Members:

Due to the relocation of the Health and Housing Department to City Hall, our AIDS Prevention Program needs to relocate, as well. Dennis Torres, Coordinator of our AIDS Prevention Program, has found suitable space at 2-16 West Street.

The Women's Center of Greater Danbury is the owner of the property. They have prepared a proposed lease. A copy is attached for your review.

Should the proposed lease be acceptable, I am requesting your approval.

Thank you for your consideration of this matter.

Sincerely,

William Campbell
Director of Health

Cc: Lazlo Pinter, Assistant Corporation Counsel
Dennis Torres, AIDS Prevention Program Coordinator

This lease agreement is made this _____ day of January 2000, by and between THE WOMEN'S CENTER OF GREATER DANBURY, INC., of 2 West Street, Danbury, Connecticut (hereinafter referred to as the "Landlord") and the HEALTH AND HOUSING DEPARTMENT OF THE CITY OF DANBURY (hereinafter referred to as the "Tenant").

ARTICLE ONE Premises

Landlord is the owner of certain premises located in the City of Danbury, County of Fairfield, and State of Connecticut, known as 2-16 West Street.

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, for the term and upon the conditions hereinafter specified, Suite 203, an office on the second floor of 2-16 West Street containing approximately 805 square feet of gross rentable space, hereinafter referred to as the "demised premises." The land and building are hereinafter collectively referred to as "Landlord's building."

ARTICLE TWO Term

The term of this lease shall be for a period of three (3) years commencing on February 1, 2000, and ending at midnight on January 31, 2003.

ARTICLE THREE Rent

The base rent for the demised premises shall be \$6600 per year, payable in monthly installments of \$550 due on the first day of each month commencing February 1, 2000.

All rent due under this lease shall be payable without setoff or deduction of any kind. Tenant shall be assessed a late charge of \$25 if rent is not paid in full by the tenth (10th) day of any month.

ARTICLE FOUR Security Deposit

Tenant shall, prior to or at the signing of this lease, deposit with Landlord the sum of \$550 as a security deposit, to be held without interest by the Landlord during the term of this lease or any extension thereof. Assuming full performance by the Tenant of its obligations under this lease, the security deposit will be refunded to the Tenant within forty-five (45) days after Tenant's surrender of the demised premises.

ARTICLE FIVE Utilities

Landlord agrees to pay water/sewer charges and the cost of heating the demised premises. Tenant agrees to pay the cost of electricity, telephone, and other utilities.

ARTICLE SIX

Use of Premises

Tenant shall use the demised premises for a municipal office and for no other purposes. Tenant shall not cause the demised premises or any part thereof to be used or occupied for any purpose that would violate any local, state, or federal law and/or local zoning regulations and/or ordinances. The Tenant shall not permit any act to be done or any condition to exist on or about the demised premises that may in law constitute a nuisance. The Tenant shall not permit any loitering by its customers, clients, or others under its control on or about the demised premises and the building in which the demised premises are located.

Tenant shall be provided a key to the common entrance for access after normal business hours.

The Tenant shall conduct its business, including the operation of any business machines or mechanical equipment, in such a manner as will not interfere with or disturb any other Tenant, the Landlord, or their employees, customers, or invitees on or about the demised premises and the building in which the demised premises are located.

ARTICLE SEVEN

Compliance with Insurance Requirements

Tenant shall not do or permit to be done any act upon the demised premises that will invalidate or be in conflict with or result in an increase in premium for fire, public liability, or other insurance policies covering Landlord's building, and Tenant shall not do or permit to be done any act upon the demised premises that might subject Landlord to any liability for injury to any person or persons or to property by reason of any business or operation being carried on at the demised premises.

ARTICLE EIGHT

Condition of the Demised Premises, Tenant Alterations, and Signs

Tenant has inspected the demised premises and accepts them as is. Tenant shall be responsible for any improvements or other work required to convert the demised premises for its use. All such Tenant improvements shall be done at Tenant's expense and with Landlord's consent, which shall not be unreasonably withheld.

Tenant shall obtain any permits required for improvements, which shall comply with all applicable state and city codes and shall be completed by licensed contractors in a workmanlike manner. If any mechanic's lien is filed against the demised premises or the Landlord's building for work claimed to have been done for, or materials claimed to have been furnished to, Tenant, said lien shall be discharged by Tenant within thirty (30) days after the filing of such claim, at Tenant's expense, by filing any required bond, by payment, or by otherwise obtaining a release thereof. Landlord shall not be liable for any failure of any building facilities or services installed by Landlord caused by alterations and/or additions by Tenant, and Tenant shall promptly correct any such failure. In the event Tenant shall not promptly correct same, Landlord may make such correction and charge Tenant for the cost thereof. Such sum due Landlord shall be deemed additional rent and shall be paid by Tenant within ten (10) days of billing by Landlord.

All improvements and/or any replacements made upon the demised premises by either party that are affixed to the realty shall, unless Landlord elects otherwise, become the property of Landlord and shall remain upon the demised premises as a part thereof without compensation to Tenant. In the event that Landlord elects to have Tenant remove improvements, Landlord shall give written notice to Tenant upon notice of termination in the event of Tenant default or at least thirty (30) days prior to the expiration of the lease term or any extension thereof. Tenant shall repair and restore, and save Landlord harmless from, all damages to the demised premises caused by such removal. Any Tenant improvements not removed by Tenant following notice by Landlord shall become the property of Landlord without compensation to Tenant.

Where furnished by or at the expense of Tenant, all movable property, furniture, furnishings, equipment, computers, and trade fixtures shall remain the property of Tenant and shall be removed by Tenant at its expense at the expiration of the lease term or upon any earlier termination thereof. In case of damage caused by such removal, Tenant shall restore the demised premises and Landlord's building to good order and condition.

Signs. No signs of any kind shall be installed or maintained on the exterior of the building in which the demised premises are located, including the windows thereof, without the prior approval of Landlord, which shall not be unreasonably withheld. Interior signs on the second-floor hallway shall be of a uniform style, determined by Landlord.

ARTICLE NINE

Maintenance

Tenant shall take good care of the interior of the demised premises and the fixtures therein and shall, at its own cost, make all ordinary repairs and replacements promptly as needed to maintain the demised premises in good working order.

Landlord shall make all repairs and replacements, structural and otherwise, necessary to restore to good order the common areas and the exterior of the demised premises, including all parts of the heating, plumbing, fenestration, and electrical systems of the building, except those installed by Tenant within the demised premises. Tenant shall allow access to Landlord or its authorized agents at reasonable times upon reasonable notice for the purpose of repairing any utility equipment for which Landlord is responsible.

All repairs or replacements by either party shall be made in a workmanlike manner with materials of good quality, and they shall be made within a reasonable period after notice.

ARTICLE TEN

Services and Parking

Landlord shall furnish adequate heating to the demised premises seven (7) days per week, twenty-four (24) hours per day in conformity with any state or local regulations governing such services.

Tenant shall have access to lavatory facilities on Tenant's floor and use of stairwells and other common passageways, which shall be cleaned and maintained at Landlord's expense on a regular basis.

Landlord agrees to keep the sidewalks and parking area adjacent to the building free from snow and ice.

Tenant shall have the right to use two (2) assigned spaces in the parking lot behind the Landlord's building. Landlord shall not be liable for towing charges, parking tickets, or other costs associated with unauthorized parking by Tenant's employees, customers, or invitees on or near the demised premises.

Landlord shall not be liable to Tenant for interruption of any service rendered to the demised premises or to Landlord's building due to circumstances beyond Landlord's control, but Landlord shall use its best efforts to remedy promptly any such interruption.

ARTICLE ELEVEN

Liability Insurance

Tenant shall, at its own expense, secure and maintain General Liability Insurance written on a so-called "Comprehensive" General Liability Form or on an equivalent form with a combined bodily injury and property damage single limit coverage of not less than \$1,000,000 per occurrence with Landlord as a named insured, and Tenant shall furnish to Landlord a certificate of the Liability Insurance carrier of Tenant evidencing coverage of Tenant's contractual obligation to indemnify Landlord under this lease. Tenant shall cause to be delivered to Landlord a Certificate of General Liability Insurance effected by Tenant under the term hereof. Such certificates shall provide that the policy is not subject to invalidation as to Landlord's coverage by any act or omission of the Tenant, and Tenant shall exert its best efforts to assure that in the event of termination or material change in coverage, Landlord shall be given appropriate notice in writing sent by certified mail (return receipt requested).

ARTICLE TWELVE

Liability

Landlord and its agents shall not be liable for any damage to property of Tenant or of others entrusted to employees of Landlord's building, nor for the loss or damage to any property of Tenant by theft or otherwise, except for loss or damage resulting from the negligence or misconduct of Landlord or its employees. Landlord and its agents shall not be liable for any injury or damage to persons or property resulting from fire, explosion, steam, gas, pipes, appliances or plumbing works, dampness, or any other cause of whatsoever nature, unless caused by or due to the negligence of Landlord, its agents, and contractors, or caused by Landlord's failure to correct defective fixtures or equipment within a reasonable time after written notice of such defect by Tenant. Tenant shall give immediate notice to Landlord in case of accidents in the demised premises or in Landlord's building or of defects therein in any fixtures or equipment. Tenant shall indemnify and save harmless Landlord and its agents from any and against all liability and damages, and from and against any and all suits, claims, and demands of every kind including reasonable counsel fees by or on behalf of any person, firm, association or corporation arising out of or based upon any accident, injury or damage, resulting from the negligence or misconduct of the Tenant or its agents, contractors, or employees, which shall or may happen during the period of this lease on or about the demised premises, and from and against any matter or thing growing out of the condition, maintenance, repair, alteration, use, occupation, or operation of the demised premises and resulting from the negligence or misconduct of the Tenant, its employees, or its agents.

ARTICLE THIRTEEN

Fire or Other Casualty

If the demised premises are totally damaged or rendered substantially untenable by fire or other cause and cannot reasonably be repaired by Landlord, or if the building is so damaged that Landlord cannot reasonably restore the same but must demolish or rebuild it, which Landlord may in its sole discretion determine, then Landlord or Tenant may, within sixty (60) days after such casualty, give to the other party a notice in writing of intention to terminate this lease, and thereupon the term of this lease shall expire by lapse of time upon the tenth (10th) day after such notice is given, and Tenant shall vacate the demised premises and surrender the same to Landlord. Upon termination of the lease under this article, Tenant's liability for rent shall cease as of the day following the casualty or when Tenant ceases to do business in the demised premises, whichever is later. In the event this lease is not terminated under the provisions in this paragraph, Landlord shall repair and rebuild the demised premises with reasonable diligence. The Landlord shall notify Tenant within thirty (30) days after any such casualty whether it intends to repair or restore the demised premises and Tenant will be advised as to the anticipated date when repairs are expected to be completed. Rent shall be ratably abated as of the day following the casualty until the day following completion of restoration, provided that the damage or destruction was not caused by the negligence of the Tenant, its employees, or its agents.

If the demised premises shall be partially damaged by fire or other casualty, the damages to the Landlord's building and to the demised premises shall, to the extent they were originally constructed and furnished by Landlord, be promptly repaired by and at Landlord's expense, and the damage to all of Tenant's fixtures and other improvements installed by Tenant shall be promptly repaired by and at the expense of Tenant. The rent until such repairs be made shall be apportioned according to the part of the demised premises that is tenantable by Tenant until the Landlord has made the repairs required of Landlord, provided the damage was not caused by the negligence of the Tenant, its employees, or its agents.

Landlord and Tenant each hereby releases the other from any and all liability or responsibility (to the releaser or anyone claiming through or under the releaser by way of subrogation and otherwise) for any loss or damage to property of the releaser or anyone claiming under the releaser, to the extent covered by fire or any other extended coverage insurance, additional extended coverage insurance, or supplementary contract casualties, even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.

Tenant shall carry fire insurance covering all property of Tenant and all interior movable fixtures, and equipment or other improvements installed by Tenant in the demised premises, and loss payable under insurance being payable directly to Tenant. Tenant agrees that Landlord shall not be liable for any damage to personal property in the demised premises or to Tenant arising from rain or snow or from bursting, overflowing, or leakage of water, steam, or gas pipes or defect in the lighting system or from any act or neglect of any other Tenant or occupant in Landlord's building.

ARTICLE FOURTEEN

Eminent Domain

In the event the whole of the demised premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then in such event, the term of this lease shall cease and terminate from the date of title vesting in such

proceeding or in the termination of the right to possession, whichever is earlier. In the event any substantial part thereof or of Landlord's building is so acquired or condemned as to render the demised premises untenable or to alter the demised premises materially, either Landlord or Tenant may terminate this lease and the term and estate hereby granted by notifying the other in writing of such termination, and the lease shall expire on the date specified in the notice of termination, not less than thirty (30) days after the giving of such notice, as fully and completely as if such date were the date herein set forth for the expiration of the term of this lease, and the rent hereunder shall be apportioned as of said date. Tenant shall have no claim against Landlord for the value of any unexpired term of said lease, nor a claim to any part of an award in such a proceeding, and rent shall be adjusted and paid to the date of such termination. Nothing contained herein shall be deemed to affect or be in derogation of any right of Tenant against the condemning authority to claim and recover damages, if any, to or for the value of any unexpired term of this lease, or for the taking of its movable fixtures and equipment or removal or relocation resulting from any such condemnation or acquisition.

ARTICLE FIFTEEN Assignment, Mortgage, et al.

Neither this lease, nor the term and estate hereby granted, nor any part hereof or thereof, nor the interest of Tenant in any sublease or the rentals thereunder, shall be assigned, mortgaged, pledged, encumbered or otherwise transferred by Tenant by operation of law or otherwise, and neither the demised premises nor any part thereof shall be encumbered in any manner by reason of any act or omission on the part of Tenant or anyone claiming under or through Tenant, or shall be sublet or be used or occupied or permitted to be used or occupied by this lease without the prior written consent of Landlord in every case, which consent shall not be unreasonably withheld. If this lease be assigned, or if the demised premises or any part thereof be sublet or occupied by anybody other than Tenant, Landlord may, after default by Tenant, collect rent from the assignee, subtenant or occupant of Tenant, and apply the net amount collected to the rent herein reserved, but no such assignment, subletting, occupancy, or collection shall be deemed a waiver of this covenant or the acceptance of the assignee, subtenant, or occupant, or a release of Tenant from the further performance by Tenant of covenants contained in this lease.

Tenant shall furnish Landlord with the name and business address of the proposed subtenant, a counterpart of the proposed subleasing agreement, and satisfactory information with respect to the nature and character of the business of the proposed subtenant. The term of any proposed sublease shall end no later than one day prior to the expiration date of this lease.

The consent by Landlord to an assignment or subletting shall not be construed to relieve Tenant from obtaining the express consent in writing of Landlord to any further assignment or subletting and compliance with all other provisions of this Article. Each permitted assignee or transferee shall assume and be deemed to have assumed this lease and shall be liable for the payment of the rent and additional rent and for the due performance of all the terms, covenants, conditions, and agreements herein contained on Tenant's part to be performed under this lease. No assignment shall be binding on Landlord unless such assignee or Tenant shall deliver to Landlord a duplicate original of the instrument or assignment, in form reasonably satisfactory to Landlord, containing a covenant of assumption by the assignee of all the obligations aforesaid, and shall obtain from Landlord the aforesaid written consent prior thereto. Tenant further agrees to

reimburse Landlord for any cost or expense incurred by Landlord in approving or executing any document required under this Article.

In the event of a proposed assignment or sublease of all or any part of the demised premises for the balance of the term of this lease, Landlord shall have the option by written notice to Tenant within thirty (30) days from the submission of said information to cancel and terminate this lease, effective on the date of Tenant's proposed assignment or sublease, in which event this lease and the term hereof, including any extension hereof, shall expire and terminate on that date as if it were the date herein fixed for the termination and expiration of this lease.

ARTICLE SIXTEEN

Default

Tenant shall be in default if any one of the following events occurs: (a) if payment of the base rent is not made in full when due or within nine (9) days of the due date; (b) if payment of additional rent or other moneys owed (other than base rent) is not made in full when due or within ten (10) days of written notice from Landlord that such additional payments are due; (c) if Tenant fails to comply with any other term, covenant, or condition in this lease, for a period of thirty (30) days after written notice from Landlord to Tenant specifying the item(s) in default. In the event of Tenant's default in payment of base rent, referred to as (a) in the foregoing, Landlord shall not be required to give written notice of default before pursuing any remedies provided by law. Any notice required under (b) or (c) above shall specify the item(s) to be corrected so that Tenant may, with due diligence, cure the same and avoid default.

No waiver by the Landlord of any default or breach of condition by Tenant shall constitute or be construed as a waiver of any other default or breach of condition, nor shall lapse of time after breach operate to defeat the right of Landlord to enforce its rights under this lease.

In the event of default, Tenant shall remain liable for all damages to Landlord resulting from the breach by Tenant, including reasonable attorney's fees and costs associated with Landlord's enforcement of its rights under this lease or by law.

ARTICLE SEVENTEEN

Quiet Enjoyment

Landlord represents and covenants that Landlord has full right, power, and authority to enter into this lease for the term herein granted, and Landlord covenants and agrees with Tenant that upon Tenant's observing and performing all the terms, covenants, and conditions on Tenant's part, Tenant may peaceably and quietly enjoy the demised premises, free from any interference, subject, nevertheless, to the terms and conditions of this lease and to any mortgage, as of record appears, and all modifications thereof.

Tenant acknowledges notice that Landlord will be making extensive renovations to portions of the Landlord's building (not including the demised premises). Tenant agrees that any noise or disruption reasonably associated with these renovations shall not constitute a breach of Landlord's covenant of quiet enjoyment.

ARTICLE EIGHTEEN Landlord's Rules

Tenant agrees to comply with reasonable rules and regulations that Landlord has adopted or may adopt for the orderly conduct of business and maintenance of the building. Such rules and regulations shall be given to tenants in written form. Landlord shall have no duty to enforce the rules and regulations uniformly against all tenants in all circumstances, but Landlord shall not be discriminatory in the application of any rules and regulations.

ARTICLE NINETEEN Lease Subordination and Right to Exhibit Premises

This lease is subject to and is hereby subordinated to all present and future mortgages, deeds of trust, and other encumbrances affecting the demised premises or the property of which said premises are a part. The Tenant agrees to execute any instrument that may be deemed necessary or desirable by the Landlord to effect further the subordination of this lease to any such mortgage, deed of trust, or encumbrance.

Landlord reserves the right, upon reasonable prior notice to Tenant, to enter the demised premises and exhibit same at any reasonable time to prospective mortgagees, purchasers, or tenants.

ARTICLE TWENTY Surrender of the Premises

Except as otherwise provided herein, Tenant shall, at the expiration of the term of this lease or any extension thereof, peacefully yield up to Landlord the demised premises, broom clean, in as good order and repair as when delivered to Tenant, reasonable wear and tear excepted. Notwithstanding the expiration of the lease term, Tenant shall remain liable for damages to Landlord resulting from Tenant's breach of the provisions of this article.

ARTICLE TWENTY-ONE Holdover

In the event that Tenant remains in the demised premises after the expiration of the term or any renewal of this lease without having executed a new written lease with the Landlord, such holding over shall not constitute a renewal or extension of this lease. Landlord may, at its option, elect to treat the Tenant as one who has not removed at the end of the lease term and thereupon be entitled to all the remedies against the Tenant provided by law, or Landlord may elect, at its option, to construe such holding over as a tenancy from month to month, subject to all the terms and conditions of this lease except as to duration. In the latter event, Tenant shall pay rent a month's rent in advance at the same rate as provided herein.

ARTICLE TWENTY-TWO Entire Agreement

This lease represents the entire agreement between the parties. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by duly authorized representatives for Landlord and Tenant.

Submission of this document for examination does not constitute an option for the demised premises. This document becomes effective as a lease only upon execution and delivery thereof by Landlord to Tenant.

The rights and remedies set forth herein are not intended to be exclusive but as additional to all rights and remedies available by law.

ARTICLE TWENTY-THREE Assignees

The covenants, conditions, and agreements contained in this lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors and their assignees, as may be permitted as provided for in this lease.

ARTICLE TWENTY-FOUR Notices

All notices, demands, and requests under this lease shall be in writing and shall be sent by United States registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

Landlord

President
Women's Center of Greater Danbury, Inc.
2 West Street
Danbury, CT 06810

Tenant

Director
Health and Housing Department
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Either party may, by notice given to the other, designate a new address to which notices, demands, and requests shall be sent, and thereafter, any of the foregoing shall be sent to the address most recently designated.

IN WITNESS THEREOF, the parties have hereunto set their hands and seals, and to a duplicate of same tenor and date this _____ day of January 2000.

Signed, sealed and delivered in the presence of

Elizabeth Casey, President
Women's Center of Greater Danbury, Inc.

William Campbell, Director, Health and Housing Department of the City of Danbury

STATE OF CONNECTICUT:

: ss: _____
COUNTY OF FAIRFIELD :

Before me, the undersigned officer, personally appeared _____, signer and sealer of the foregoing instrument, who acknowledged same to be his/her free act and deed.

Notary Public/Commissioner of the Superior Court



32

CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ
MAYOR

(203) 797-4511
FAX (203) 796-1666

January 4, 2000

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members:

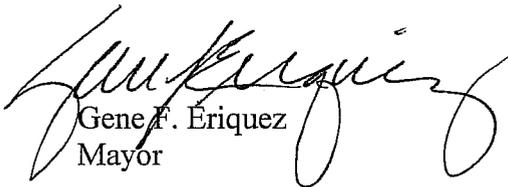
Under the terms of the concurrent ordinances and by-laws of the City and the Housatonic Resources Recovery Authority(HRRA), it is necessary for you to confirm my appointment as Danbury's Chief Elected Official and as the City's representative to the HRRA.

Additionally, I request your confirmation of the appointment of Mr. William Buckley, Director of Public Works, as the Alternate representative.

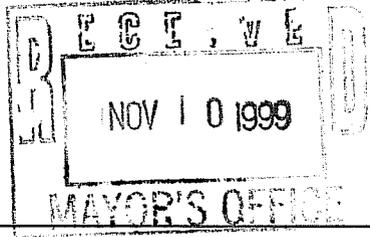
Both terms expire as of June 30, 2002.

Thank you for your cooperation.

Sincerely,



Gene F. Eriquez
Mayor



November 9, 1999

MEMO

TO: HRRRA Members
Chief Elected Officials

FROM: J. Brozowski, HRRRA Administrative Assistant

SUBJECT: HRRRA Representative Terms in Office

Under the terms of the concurrent ordinance and the by-laws, member representatives are appointed to serve for three years but continue to serve until their successors are appointed and have qualified.

Please note the term expiration for your municipality and, if new appointments are made, please use the correct date which must be three years from the expiration date. Alternates serve concurrently with the representatives and need to be reappointed at the same time.

<u>Representative</u>	<u>Alternate</u>	<u>Term Expiration Date</u>
Charles Steck	John Thiele	6/99
William Stuart	Robert S. Brown	6/00
Bonnie Smith	Barton Conant	6/01
Gene Enriquez		6/99 *
Dolores Schiesel	Mary C. Williams	6/00
Cheryl Reedy	Kim Hanson	6/99
Arthur Peitler	Thomas Pilla	1/99
Robert Cascella	Fred Hurley	6/99
Henry Bielawa	Tom Newsome	6/00
Abraham Morelli, Jr.	Peter Yanity	6/01
Donna Tuck	Michael Crawford	6/99

* Alternate needs to be appointed.



33

CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ
MAYOR

(203) 797-4511
FAX (203) 796-1666

January 4, 2000

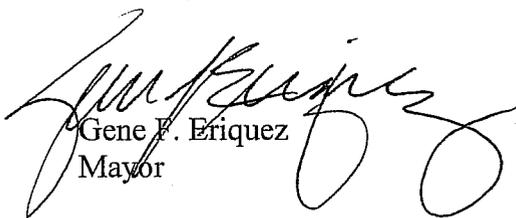
Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members:

I respectfully request the acceptance of a donation in the amount of \$10,000 from The Pepsi Bottling Group, Inc. (PBG), One Pepsi Way, Somers, NY 10589 to The Danbury Millennium Project. If accepted, the generous donation from PBG will be used toward the design and construction of a Children's Garden at Tarrywile Park which is one of the projects adopted by The Danbury Millennium Project.

Thank you for your consideration of this request.

Sincerely,


Gene F. Enriquez
Mayor



**THE PEPSI BOTTLING
GROUP, INC.**
SOMERS NY 10589

DATE	CHECK NO.	NET AMOUNT
12/10/99	60438071	**\$10,000.00

PAY

Ten thousand and 00/100 Dollars

Void After 180 Days
DISBURSEMENT ACCOUNT

62-26

311

60438071

5055-09

TO THE
ORDER
OF

THE MILLENIUM PROJECT/
CHILDEN'S GARDEN
C/O OFFICE OF THE MAYOR
155 DEER HILL AVENUE
DANBURY, CT 06810



Chase Manhattan Bank Delaware
1201 Market Street
Wilmington, DE 19801

THE BACK OF THIS CHECK CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

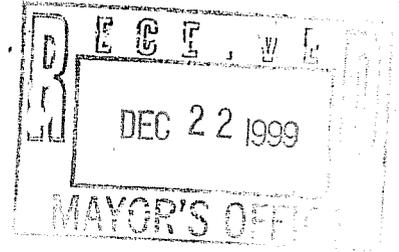
⑈060438071⑈ ⑆031100267⑆ 6301450551509⑈



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810



DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

(203) 797-4652
FAX: (203) 796-1526

M E M O R A N D U M

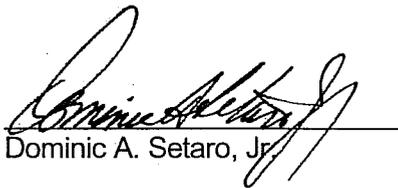
To: Hon. Gene F. Eriquez via the Common Council
From: Dominic A. Setaro, Jr., Director of Finance
Date: December 20, 1999
Re: **MILLENNIUM PROJECT**

As per previous correspondence regarding the acceptance of donations for the Millennium Project, attached you will find a copy of the following check representing a donation to the project.

The Pepsi Bottling Group, Inc.

\$10,000

Should you need any additional information, feel free to give me a call.



Dominic A. Setaro, Jr.

DAS/jgb

THE FACE OF THIS CHECK HAS A MULTICOLORED BACKGROUND - ON WHITE PAPER



**THE PEPSI BOTTLING
GROUP, INC.**
SOMERS, NY 10589

DATE	CHECK NO.	NET AMOUNT
12/10/99	60438071	**\$10,000.00

PAY

Ten thousand and 00/100 Dollars

Void After 180 Days
DISBURSEMENT ACCOUNT

60438071 5055-09

TO THE
ORDER
OF

THE MILLENIUM PROJECT/
CHILDEN'S GARDEN
C/O OFFICE OF THE MAYOR
155 DEER HILL AVENUE
DANBURY, CT 06810



Chase Manhattan Bank Delaware
1201 Market Street
Wilmington, DE 19801

THE BACK OF THIS CHECK CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

⑈060438071⑈ ⑆031100267⑆ 6301450551509⑈



34

CITY OF DANBURY
DANBURY, CONNECTICUT 06810

HEALTH AND HOUSING DEPARTMENT
155 DEER HILL AVENUE

(203) 797-4625
FAX (203) 796-1596

December 22, 1999

The Honorable Mayor Gene Eriquez and Members of the Common Council
155 Deer Hill Avenue
Danbury, Connecticut

Dear Mayor Eriquez and Members of the Common Council :

I have recently received an offer of a financial donation from Mr. Melvyn Powers, of Powers Industries, for the construction related activities pertaining to the Still River Greenway project. I have attached his donation offer.

Mr. Powers is a past contributor to this project and has also orchestrated the execution of our easement agreement (by his tenants and mortgagees) for use of the Commerce Park flood plain for permanent public access of our Greenway trail. His current offer of this financial donation comes at a timely moment, as we are attempting to extend the success of the creation of our initial trailhead loop, which was installed in September, to complete all aspects of the full Greenway trail for education and passive recreation.

I respectfully request your authorization to accept this donation for our Still River Greenway project. Thank you for this consideration.

Respectfully Yours,

Jack Kozuchowski

Coordinator of Environmental &
Occupational Health Services

cc : Melvyn Powers
Dominic Setaro, Director of Finance

Powers Industries

M & M Powers
MMP Realty
The Powers Construction Co.

P.O. Box 581
Danbury, Connecticut 06813
Tel: (203) 744-5436
Fax: (203) 744-5276

December 21, 1999

**Mr. Jack Kozuchowski, Chairman
Still River Alliance
C/o Danbury Health Department
20 West Street
Danbury, CT 06810**

Mel J. Powers
President

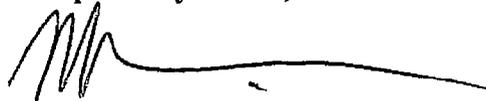
Dear Mr. Kozuchowski:

As I discussed with you earlier this month, I would like to offer a financial donation to the City of Danbury for the specific purpose of assisting the Still River Project in pursuit of the development of a Greenway along the River corridor, which begins in Commerce Park. I understand that there are major capital shortfalls associated with the construction of the pedestrian footbridges, the installation of handicap access zones and other details pertaining to the development of an educational and recreational trail along the corridor.

Therefore, I offer a donation of \$12,000.00, that is to be used solely for the development of the Still River Greenway, to be used at the discretion of yourself as Chairman of the Still River Alliance, for construction related initiatives that would move the project closer to completion.

This is a worthy project and deserves the support of our community. I am happy to provide this donation to help your effort. Please advise me how to proceed on this donation.

Respectfully Yours,



Melvyn J. Powers

COHEN AND WOLF, P. C.
ATTORNEYS AT LAW

35

HERBERT L. COHEN
(1928-1983)

AUSTIN K. WOLF
MARTIN F. WOLF
RICHARD L. ALBRECHT
JONATHAN S. BOWMAN
IRVING J. KERN
MARTIN J. ALBERT
STEWART I. EDELSTEIN
NEIL R. MARCUS
DAVID L. GROGINS
GRETA E. SOLOMON
ROBIN A. KAHN
RICHARD G. KENT
RICHARD SLAVIN
DANIEL S. NAGEL

RICHARD J. Di MARCO
DAVID B. ZABEL
MARK A. KIRSCH
DAVID M. LEVINE
JOSEPH G. WALSH
DAVID A. BALL
JOCELYN B. HURWITZ
STUART M. KATZ
MONTE E. FRANK
PATRICIA C. SULLIVAN
VINCENT M. MARINO
ANN B. MULCAHY
RANDY P. KABAKOFF

SPECIAL COUNSEL
G. KENNETH BERNHARD
OF COUNSEL
ROBERT J. ASHKINS
STUART A. EPSTEIN
JACK E. MCGREGOR

1115 BROAD STREET
P. O. BOX 1821
BRIDGEPORT, CONNECTICUT 06601-1821
TELEPHONE (203) 368-0211
FACSIMILE (203) 394-9901

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

190 MAIN STREET
WESTPORT, CONNECTICUT 06880
TELEPHONE (203) 222-1034

112 PROSPECT STREET
STAMFORD, CONNECTICUT 06904
TELEPHONE (203) 964-9907
FACSIMILE (203) 576-8504

December 23, 1999

PLEASE REPLY TO Danbury
WRITERS DIRECT DIAL: (203) _____

Mr. Thomas Arconti, Chairman
Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

RE: Benchmark Real Estate Company, Inc.
Shelter Rock Road

Dear Mr. Arconti:

Enclosed please find an Application for Extension of Sewer and an Application for Extension of Water that I am filing on behalf of my client, Benchmark Real Estate Company, Inc.

Kindly place these applications on the agenda of the next meeting of the Common Council for assignment to the appropriate subcommittees.

Very truly yours,


David L. Grogins

RAK/lr
enc:

cc: Benchmark Real Estate Company, Inc.

COMMON COUNCIL - CITY OF DANBURY

APPLICATION FOR EXTENSION OF SEWER/WATER

Sewer Y

Water X

Name of Applicant: Benchmark Real Estate Company, Inc.

Address: 60 Old New Milford Road, Suite 1F
Brookfield, CT 06804

Telephone: (203) 775-4744

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

Located at: Shelter Rock Road

Assessors's Lot No. M14005

Zone: RA-40

Intended Use: Retail _____ Single Family Residential _____
Office _____ Multiple Family Development X
Mixed Use _____
Industrial _____

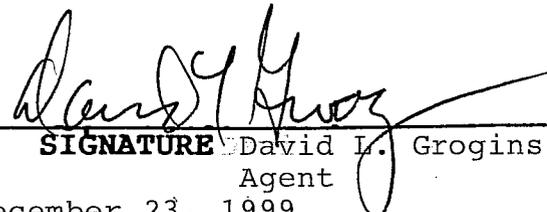
Number of Efficiency Units _____

Number of 1 Bedroom Units _____

Number of 2 Bedroom Units 147

Number of 3 Bedroom Units _____

Total Number of Units 147



SIGNATURE David L. Grogins,
Agent

December 23, 1999
DATE

COMMON COUNCIL - CITY OF DANBURY

APPLICATION FOR EXTENSION OF SEWER/WATER

Sewer _____

Water ✓

Name of Applicant: Portuguese Cultural Center
c/o Sons of Portugal Attn: Tony Fernandes

Address: 61 Liberty Street
Danbury, CT

Telephone: 794-0298

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

Located at: Morgan Ave

Assessors's Lot No. K11149

Zone: IL 40

Intended Use: Retail _____ Single Family Residential _____
Office _____ Multiple Family Development _____
Mixed Use _____ club ✓
Industrial _____

Number of Efficiency Units _____

Number of 1 Bedroom Units _____

Number of 2 Bedroom Units _____

Number of 3 Bedroom Units _____

Total Number of Units _____

Antonio Fernandes
SIGNATURE

12-22-99
DATE



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

ENGINEERING DEPARTMENT

(203) 797-4641

FAX (203) 796-1586

PATRICIA A. ELLSWORTH, P.E.

ACTING CITY ENGINEER

December 22, 1999

Gene F. Eriquez, Mayor
✓ Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Dear Mayor Eriquez and Common Council Members:

Water Main Extension
Portuguese Cultural Club
Morgan Avenue

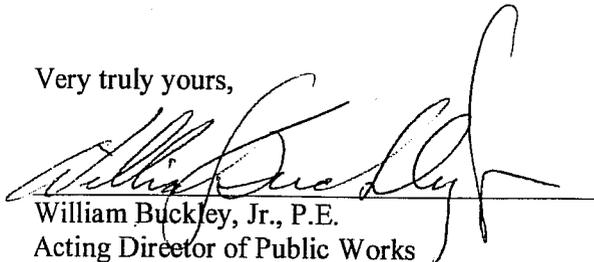
We are in receipt of a copy of the December 22, 1999 application submitted to the Common Council for the above noted water main extension.

Although water service is available to the proposed building via a direct connection to an existing main in Morgan Avenue, at the request of the Fire Department an on-site fire hydrant is proposed. This proposed fire hydrant and its related service are to be constructed to City standards and turned over to the City.

Our departments have reviewed the proposed plan and have no objection to this installation. We, therefore, recommend that this proposed application be approved on the Consent Calendar subject to the normal eight conditions usually attached to sanitary sewer and water main extension approvals.

If you have any questions, please feel free to contact us prior to or during the January Common Council meeting.

Very truly yours,



William Buckley, Jr., P.E.
Acting Director of Public Works



Patricia A. Ellsworth, P.E.
Acting City Engineer



COLLINS, HANNAFIN, GARAMELLA, JABER & TUOZZOLO
PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

148 DEER HILL AVENUE, POST OFFICE BOX 440, DANBURY, CONNECTICUT 06813-0440

FRANCIS J. COLLINS
EDWARD J. HANNAFIN
JACK D. GARAMELLA
PAUL N. JABER
JOHN J. TUOZZOLO*
ROBERT M. OPOTZNER**
E. O'MALLEY SMITH
THOMAS W. BEECHER
EVA M. DEFranCO
CHRISTOPHER K. LEONARD
JILL H. O'CONNOR
GAIL HAMATY MATTHEWS***
LAURA A. GOLDSTEIN
GREGG A. BRAUNEISEN**

TELEPHONE (203) 744-2150
EXTENSION: 3304
FACSIMILE (203) 791-1126

RIDGEFIELD OFFICE:
24 BAILEY AVENUE
RIDGEFIELD, CONNECTICUT 06877
TELEPHONE (203) 438-7403
FACSIMILE (203) 438-7425

INTERNET ADDRESS:
[HTTP://WWW.CHGJTLLAW.COM](http://www.chgjtllaw.com)
PLEASE RESPOND TO DANBURY OFFICE

*OF COUNSEL

**ALSO ADMITTED IN NEW YORK

***ADMITTED IN PENNSYLVANIA

December 8, 1999

HAND DELIVER

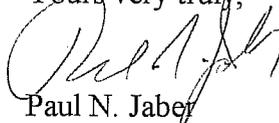
Honorable Thomas Arconti
President of Common Council
City of Danbury
City Hall
155 Deer Hill Avenue
Danbury, CT 06810

RE: Water and Sewer Extension - Larson Drive
Our File Number: 98-5883-286-P

Dear Mr. Arconti:

Please be advised that I represent Sterling Meadows, LLC, contract purchaser of property located off Larson Drive. Please accept the enclosed Application for Extension of Water and Sewer to Larson Drive. I am also enclosing herewith a map of the area to be serviced by the extension. I would please ask that you advise me of the date of the committee hearing in connection with the above requests.

Yours very truly,


Paul N. Jaber

PNJ:mm

Enclosure

CC: Mr. C. Kuehner

COMMON COUNCIL - CITY OF DANBURY

APPLICATION FOR EXTENSION OF SEWER/WATER

Sewer X

Water X

Name of Applicant: Sterling Meadows, LLC

Address: 157 Old Ridgefield Road
 Wilton, Connecticut 06897

Telephone: 203 762-9500

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

Located at: Larson Drive

Assessor's Lot No.: C15012, C15013, C15014, C15019, D15018,
 D15019, D15020, D15021

Zone: RMF-10

Intended Use: Retail _____ Single Family Residential _____
Office _____ Multiple Family Development X
Mixed Use _____
Industrial _____

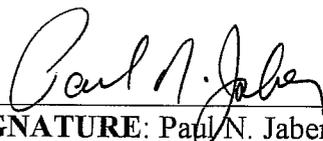
Number of Efficiency Units _____

Number of 1 Bedroom Units _____

Number of 2 Bedroom Units 120

Number of 3 Bedroom Units _____

Total Number of Units 120



SIGNATURE: Paul N. Jaber,
Attorney for
 December 2, 1999

DATE

38

25 Padanaram Road, #99
Danbury, Ct.

December 13, 1999

Mr. Thomas Arconti
President, Common Council
City Hall
155 Deerhill Avenue
Danbury, Ct. 06810

Dear Mr. Arconti:

It has been suggested by the Governor's Office that I get in touch with you regarding a large late fee payment on a large Water/Sewer bill that was incurred by an irresponsible tenant who left a toilet running for months. It took time for the inspector to go out and find the source of the problem but I was able to mail the payment in time to arrive by the due date. I learned that because I used a bar coded envelope it landed down in a bank in New Jersey. When the check was returned to me I immediately forwarded their letter with the check to the Water/Sewer Department.

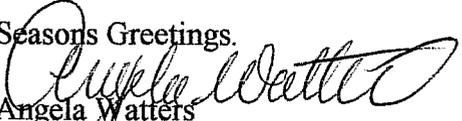
Apparently all that is needed is proof of timely payment by the envelope in order to get the fee waived. The bank did not return the envelope with the check. This hair splitting mistake has cost me fifty-five bucks! I got a "Delinquent" letter from the Superintendent of Public Utilities, dated April 23, even though my check was cashed on April 22. I guess I'm not the only one who can make a simple mistake?!

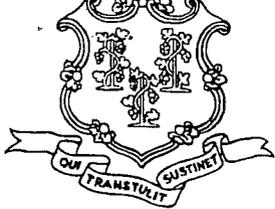
I have tried every avenue available to me to get this fee waived because it is very unfair. I am hoping that your committee who has legal authority to abate taxes, as the attached letter indicates, will be the last effort I will have to make.

Otherwise I will continue my efforts through whatever public channel available to me.

Thank you for your favorable attention to this request.

Seasons Greetings.


Angela Watters
P.O. Box 2482
Stamford, CT. 06906



STATE OF CONNECTICUT
EXECUTIVE CHAMBERS
HARTFORD, CONNECTICUT
06106

JOHN G. ROWLAND
GOVERNOR

November 23, 1999

Ms. Angela Watters
Post Office Box 2482
Stamford, Connecticut 06906

Dear Ms. Watters:

Obviously, I thought the bank might have returned the bill to you enclosed in the envelope in which it had been mailed. You then could have taken that envelope to the tax collector's office, as I wrote you.

Absent proof of timely payment, the tax collector cannot waive the late penalty. But you can apply to the Common Council, which has legal authority both to levy and to abate taxes. Ask your council member about the tax abatement committee, or equivalent.

Sincerely,

Nancy V. Ahern
Constituent Services
Governor's Office

I sent proof by way of
the Bank letter.

TERS

ion and science sting? No way!

any years it seems as though
ion of evolution in high school
may be reevaluated. Well, as
school student, I say it's about
over three years now I've
ning all about evolution and
ven had the nerve to test me
er all this rigorous brain
they've actually managed to
me that evolution is an
fact.

shown me pictures of finches
i by Darwin, the skeleton of
other discoveries by the
o are world-renowned scien-
know a minion of Satan
e one. Those rotten school
ave even shown me genetic
hat gives even more sub-
his "theory of evolution."
out all this my faith in God,
ven an afterlife have not yet
however, I know that this
any time, knowing what I
a thief in the night, my reli-
fs may be stolen from me at
y these scientific know-noth-

eachers and history teachers
joined this conspiracy and
dy the Scopes Monkey Trial,
y "Inherit the Wind" that is
at trial. These two things
you can believe in God and
evolution at the same time!
!

not be any way that two
science and religion can
s the difference between
hite; there can't be any
ay in America, everything
black and white.
knows that there can only
to an issue, otherwise it
licated. Considering all

ion deadline

adline for letters about
2 election is Oct. 20 at
The News-Times edi-
ge office in Danbury.
published, a letter
discuss campaign issues
an just endorse a can-
recite a candidate's

received after the
will not be published.

this, it is of the utmost importance that
evolution be removed from the science
curriculum in Connecticut before any
more of this sacrilegious filth is fed
into our minds. Most importantly, it
must be done quickly, before any more
homework is assigned!

Ben Lasser
BROOKFIELD

Local tax system needs revamping

Recently the IRS was revamped
because of their inflexible and arbi-
trary attitude. Is it possible that the
same could be done with our local tax
collectors?

During the summer, I got a very large
water and sewer bill. After questioning
it and having an inspector come out, it
was ascertained that the problem was
inside. I immediately mailed payment
to arrive on the deadline. What I didn't
know, until the letter was returned to
me, was that the relabeled bank envel-
ope I used with coding at the bottom
of the envelope, automatically brought
it back to the bank. Upon return
receipt, I immediately sent the check
and the accompanying letter from the
bank, directly to the Danbury Water
Department.

I was stunned when I learned that
that simple mistake cost me \$55 in
addition to the extra high water bill.
No matter how I pleaded, the late fee
would not be waived and in fact was
advised that if I didn't pay up by the
next deadline more fees would apply.
This sounds more like an extortion
note from a loan shark outfit than from
an office that was set up by the people,
for the people.

I know of no business enterprise,
whether it be phone, credit card, mort-
gage company et al that will not waive at
least one late charge with or without a
reasonable excuse. But not our tax col-
lectors whom we pay to keep in office.

I am not suggesting that every late
fee should be waived, but I don't think
it would hurt our law enforcement per-
sonnel if they waived just one fee over
a period of 13 years, with proof of a
good explanation. Even a parking tick-
et can be pleaded and often dismissed.
But not our local tax office. They are
judge, jury and executioners all
wrapped up in one.

What I am now asking, do our local
tax laws state that under no circum-
stances must late fees be waived. If
this is so, how can we change them? If
anyone has any suggestions please
write to me at P.O. Box 2482, Stamford,
Conn. 06906.

Angela Waters
DANBURY



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

WATER, SEWER, RECYCLING &
SOLID WASTE DEPARTMENTS

(203) 797-4539

FAX: (203) 796-1590

WILLIAM J. BUCKLEY JR., P.E.
SUPERINTENDENT OF PUBLIC UTILITIES

April 23, 1999

WATTERS ANGELA P
P O BOX 2482
STAMFORD CT 06906

RE: DELINQUENT UTILITY ACCOUNT -- LOT # H10149-99
Property Address 529000099A/ NORTH RIDGE CONDO
Amount Due \$256.81

Dear Customer:

Please note that your account is overdue as of this date. Please make payment to the City of Danbury Tax Collector, or payment arrangements with the City of Danbury Water Department, within 15 days of the date of this letter to avoid any further action by the City.

Failure to make payment within that 15 day period will result in further action by this department up to and including legal action, assigned a receiver for rental property, placing liens on your property and terminating water and/or sewer service. These actions will result in an additional charge to your account. You are hereby notified, that should you fail to make payment, we are prepared to terminate your service.

Please be advised, that should we arrive on or after that date to terminate service or should we actually terminate service, you are liable for any additional costs we incur. Further, service will not be restored until these costs and your delinquent accounts are paid by you.

If you have paid this bill or have established a payment plan with this office, thank you and please ignore this reminder. Should you have any questions or should you care to discuss this matter in further detail, please contact Susan at 797-4539.

Sincerely,

William J. Buckley, Jr.

William J. Buckley, Jr.

Superintendent of Public Utilities

WJB:mp

mp\g:\jwword\delinquit





CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

WATER, SEWER, RECYCLING &
SOLID WASTE DEPARTMENTS
(203) 797-4539
FAX: (203) 796-1590

WILLIAM J. BUCKLEY JR., P.E.
SUPERINTENDENT OF PUBLIC UTILITIES

M E M O R A N D U M

DATE: December 8, 1999
TO: City of Danbury Common Council
FROM: William J. Buckley, Jr., Superintendent **WJB/LJW**
RE: 4 Division Street

As requested, attached is the report analyzing water and sewer usage on the 4 Division Street property. I agree with the findings of the Administrative Manager that there is no justification for an adjustment to these water and sewer bills. I hope this information is helpful. Please contact me if you have any questions.

Enclosure

WJB:LJW:sm
sm/c/wjbword/division1.doc





CITY OF DANBURY

PUBLIC UTILITIES

NOV 18 1999

Discard Date _____

Permanent _____

File Code _____

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

WATER, SEWER, RECYCLING &
SOLID WASTE DEPARTMENTS
(203) 797-4539
FAX: (203) 796-1590

WILLIAM J. BUCKLEY JR., P.E.
SUPERINTENDENT OF PUBLIC UTILITIES

MEMORANDUM

DATE: November 18, 1999
TO: William J. Buckley, Jr., Superintendent
FROM: Lew Wallace, Administrative Manager *LW*
RE: Account Status - H15262 (4 Division St)
H15310 (33 Division St)
CC: File

Mr. Ferrante contacted our office believing that the meter on property H15262 was inaccurate. We tested the meter on 9/10/96 and found that it ran 4% fast. The meter was replaced and Mr. Ferrante received a credit on 10/28/96. Mr. Ferrante believes he is due a larger credit. A tandem meter was installed on that property on 3/9/98. The attached spreadsheet records the results of the meter that is currently used to bill water and sewer, the original meter, which was replaced and the tandem meter. The readings are within 3.1% of each other, well within the State guidelines for accuracy. There appears to be no justification for any additional credit for this account.

Mr. Ferrante also believes that the September and December 1996 bills for property H15310 (33 Division St) are also inaccurate. A meter reader went to the location on January 3, 1997 and submitted a waste survey (copy attached) showing the meter 99% accurate and that there were potential problems with the toilet in the second apartment that could lead to high usage. At this point there was no rationale credit to this account. No new information has surfaced that would lend weight to any justification for a credit.

Hope this information is helpful. Please contact me if you have any questions.

Enclosure

LJW:sm

sm/c:/ljwword/ferrante.doc



**LOT # H15262 (4 DIVISION ST) HISTORY
GALLONS OF WATER USED**

DATE READ	CURRENT METER	USAGE	ORIGINAL METER READING	USAGE	TANDEM METER READING	USAGE
5/24/99			6308	18	1379	18
5/11/99			6290	18	1361	17
4/27/99			6272	18	1344	18
4/12/99			6254	25	1326	24
3/26/99			6229	16	1302	16
3/24/99	1300	79				
3/11/99			6213	18	1286	17
1/4/99	1221	115				
2/23/99			6195	71	1269	69
12/11/98			6124	14	1200	13
11/30/98			6110	25	1187	25
11/13/98			6085	23	1162	23
10/30/98			6062	18	1139	17
10/16/98			6044	16	1122	15
10/2/98			6028	15	1107	15
10/1/98	1106	132				
9/18/98			6013	18	1092	18
9/4/98			5995	42	1074	41
8/7/98			5953	17	1033	16
7/24/98			5936	23	1017	22
7/10/98			5913	19	0995	18
6/26/98			5894	18	0977	18
6/24/98	974	99				
6/12/98			5876	17	0959	16
5/29/98			5859	16	0943	16
5/15/98			5843	13	0927	13
5/1/98			5830	16	0914	15
4/17/98			5814	15	0899	15
4/3/98			5799	15	0884	14
3/25/98	875	111				
3/20/98			5784	10	0870	11
3/9/98			5774		0859	
1/8/98	764					
		536		534		520

NOTE: All readings are in thousands of gallons

WASTE SURVEY & METER TEST REPORT

Name: Ferrante

Date: 1/3/97

Address: 33 Division St

Lot #: H15310

3 month bill: _____

Appointment date: 1/3/97

Time: 12:30 AM/PM

AREAS OF WASTE

Visible plumbing leaks: Yes/No

- 1. Rpt #2 - handle on toilet does not work, shoestring
- 2. tied to flopper to flush.
- 3. _____
- 4. _____
- 5. _____

METER INFORMATION

Meter reading: 3893

Remote: 803864

Serial number: 28470016

Inspectors name: G.W.

Owner or Owner's Agent name: _____

METER TEST INFORMATION

Meter reading at the start of the test: 389691²

Test #1: 389701² 1% F = 99% Test #6: _____

Test #2: 389711² ↓ Test #7: _____

Test #3: 389721² ↓ Test #8: _____

Test #4: _____ Test #9: _____

Test #5: _____ Test #10: _____

Meter accuracy: 1% F = 99%



18-nov

CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

40

ENGINEERING DEPARTMENT
(203) 797-4641
FAX (203) 796-1586

PATRICIA A. ELLSWORTH, P.E.
ACTING CITY ENGINEER

November 18, 1999

Gene F. Eriquez, Mayor
Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Dear Mayor Eriquez and Common Council Members:

Request that City Accept Sanitary Sewer Main
Park Avenue – The Barden Corporation

At the November 4, 1999 Common Council meeting, the September 28, 1999 letter from Janice E. Zuvich, Facilities Manager at The Barden Corporation requesting that the City accept ownership of an existing sanitary sewer line in Park Avenue was forwarded to us for a thirty day report (reference Item 18 of the minutes of the November 4, 1999 Common Council meeting).

The map attached to Ms. Zuvich's letter did not provide much information. The map showed only the on-site sanitary sewer service which we assume is not the subject of this request. The on-site service would remain private even if the decision is made to accept the line in Park Avenue. Notations on the submitted map seem to indicate that The Barden Corporation wishes the City to accept title to and maintenance responsibilities for the sanitary sewer line which runs in Park Avenue from The Barden Corporation driveway to the City's existing system at the West Wooster Street intersection, a distance of approximately 1,200 feet.

The Barden Corporation sanitary sewer main was installed in the late 1950's by the corporation. Enclosed for your reference is a copy of an October 28, 1957 letter from the City Engineer to the City of Danbury Sewer Authority relative to the proposed installation of this sanitary sewer. As noted in the letter, the agreement at that time was that The Barden Corporation install the sanitary sewer line at its own expense and that the corporation maintain these facilities at their own expense.

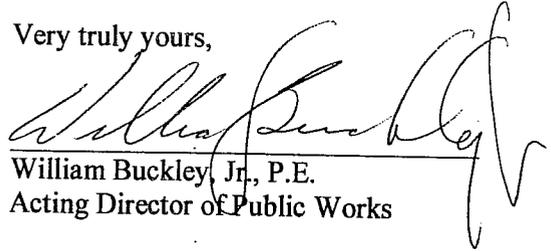
The City has very little information in its files relative to this sanitary sewer line. We have no information as to its exact location (in right of way, within paved portion of street, on private property, etc.), pipe type, size, and slope, manhole locations, condition and generally whether it meets minimum criteria for acceptance by the City. We have forwarded a letter to Ms. Zuvich requesting additional information relative to said sanitary sewer line. A copy of that letter is enclosed for your reference.

Therefore, until we receive additional information for evaluation and can prepare a report to you, we recommend that the Common Council take no action on this matter.

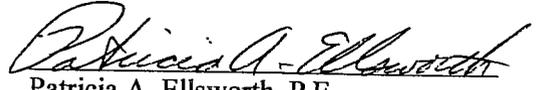


If you have any questions, please give us a call.

Very truly yours,



William Buckley, Jr., P.E.
Acting Director of Public Works



Patricia A. Ellsworth, P.E.
Acting City Engineer

Encl.

C: Eric L. Gottschalk, Esq, with encl.
Dennis Elpern, with encl.



CITY OF DANBURY

OFFICE OF THE CITY ENGINEER

DANBURY, CONN.

October 28, 1957

Sewer Authority
City of Danbury
Danbury, Conn.

Gentlemen:

As per your request, I have investigated the possibilities of the Barden Corporation connecting their new factory on Park Avenue to the City sewage system, as well as, charges to be made for use of city sewage facilities.

The Barden Corporation plans to discharge a maximum of 72,000 gals. of sanitary and industrial sewage per day.

It is my opinion that the city sewage lines and plant will handle this amount of sewage and that permission should be granted for connecting to the City system subject to the following conditions:

The Barden Corporation to install at their own expense any lines or facilities necessary to connect to the City System. The Barden Corporation to maintain these facilities at their own expense.

All lines and facilities to be so constructed as to keep infiltration of ground water to a minimum. The approval of the City Engineer must be acquired before construction.

In case of replacement or improvements to City Sewage system it is possible that some part of cost should be assessed against Barden.

It is my recommendation that a service charge be made against the Barden Corporation in the amount of \$100.00 per month payable semi-annually. This charge is based on what it would cost the Barden Corporation in taxes for sewage, were they located in the City, plus approximately 45% to pay for something toward the cost of the plant.

I believe this is a fair charge for the service.

The Sewer Authority should reserve the right to review and revise the above charge.

As a point of information, Manning, Maxwell and Moore pay a service charge amounting to 37½% of their water bill. On this basis Barden would pay a maximum charge of about \$729.00 per year.

Yours truly,

City Engineer

SR/nm



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

OFFICE OF THE CORPORATION COUNSEL

PLEASE REPLY TO:

November 29, 1999

DANBURY, CT 06810

Honorable Gene F. Eriquez, Mayor
Honorable Members of the Common Council
City of Danbury, Connecticut

Re: November agenda item #18
Request from Barden Corporation
Acceptance of sewer line

Dear Mayor and Council Members:

Please accept this letter as a preliminary response to your request for a report concerning the matter referenced above. In addition to the referral to this office, the issue was referred to the City Engineer, Superintendent of Public Utilities and the Planning Commission as well. I have now received a copy of the report to you from Patricia Ellsworth. I note, with considerable admiration, that she was able to provide you with a copy of a letter on the subject written in 1957. Although she certainly has some of the history, Mrs. Ellsworth has suggested that in order to advise you properly, additional information from Barden's is necessary.

Specific questions about the advisability of honoring Barden's request aside, I can indicate to you that the Connecticut General Statutes authorize the Common Council, acting as the Water Pollution Control Authority, to accept the Barden line (See C.G.S. §7-247). Unless other property owners are affected by the acquisition, no public hearing will be necessary. Remember though, that section 8-24 of the statutes requires a report from the planning commission prior to action by the Council on the request.

If any additional information supplied by Barden's warrants further comment from this office, I will advise you. In the meantime, please contact me if you have any questions.

Sincerely,

Eric L. Gottschalk
Corporation Counsel

c: Patricia A. Ellsworth, Acting City Engineer



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

PLANNING COMMISSION
(203) 797-4525

December 21, 1999

Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

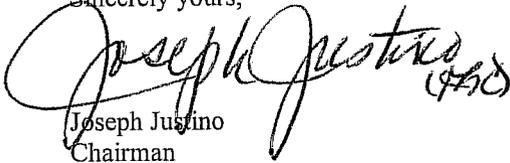
Re: 8-24 Referral – 18 – Acceptance of Sewer Line on Park Avenue

Dear Council Members:

The Planning Commission at its meeting December 1, 1999 motioned for negative recommendation based upon the recommendation of the City Engineer to take no action until more information is submitted.

The motion was made by Mr. Manuel seconded by Mr. Malone and passed unanimously with "ayes" from Commissioners Justino, Zaleta, Malone and Manuel.

Sincerely yours,


Joseph Justino
Chairman

JJ/jlc



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

OFFICE OF THE CORPORATION COUNSEL

December 14, 1999

PLEASE REPLY TO:

DANBURY, CT 06810

Honorable Mayor Gene F. Eriquez
Honorable Common Council Members
City of Danbury, Connecticut 06810

Re: December Agenda Item #27
Cooper Road

Dear Mayor and Council Members:

The item referenced above was referred to the Director of Public Works and this office for a report. The matter concerned a request by petitioner Ronald A. Clark for winter sanding of Cooper Road, where he resides. In order to advise you properly, I contacted the City Engineer, Mrs. Patricia A. Ellsworth to ascertain the status of this roadway. After reviewing her records, Mrs. Ellsworth has determined that Cooper Road is a private road on which the City has historically done no maintenance work.

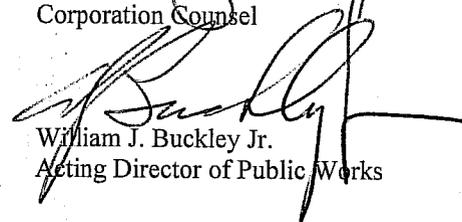
A review of my files turned up the attached letters from 1996, which were sent to Councilman Scalzo in response to a related inquiry concerning snowplowing of a private road. I have attached copies for your review. As I indicated in those letters, the city has a policy of providing limited snow plowing for various private roads in order to insure that emergency vehicles can gain access when the need arises. Such action is authorized under the city's so-called "police power" in order to protect the health, safety and welfare of its residents. The city does not, however, have either the duty or authority to perform more routine maintenance of private roads.

The most effective means of insuring that Cooper Road is properly maintained is to provide for its acceptance as a public highway. The Code of Ordinances provides two ways of accomplishing that objective. The first is provided for in §17-34 and the other in §2-143.12. I refer you to my letter of May 31, 1996 for a more complete description of each of these approaches.

In short however, unless the property owners on Cooper Road are interested in pursuing acceptance of their road, the city lacks the authority to provide winter maintenance services except in emergencies. I have reviewed this matter in some detail with Acting Director of Public Works, William J. Buckley, Jr., whose insights have been incorporated herein as well. If you have any additional questions, please feel free to contact either of us.

Sincerely,


Eric L. Gotschalk
Corporation Counsel


William J. Buckley Jr.
Acting Director of Public Works

October 22, 1996

Councilman Harry W. Scalzo
Common Council
City of Danbury, Connecticut

Re: Hillside Road and Oak Lane - Snow plowing services

Dear Councilman:

In anticipation of your meeting tonight with respect to snow plowing services for Hillside Road and Oak Lane, I thought it best to advise you of our position in advance. As you know, I prepared a letter for you dated May 31, 1996 concerning the acceptance of these roads under either Section 17-34 or Section 2-143.12 of the Danbury Code of Ordinances, a copy is enclosed for your review. Recall that acceptance under these sections would make the City of Danbury the owner of the roads for all purposes, not just with respect to snow plowing. It now appears that the petitioners are interested not in "acceptance" of the roads, but rather in having them remaining private while receiving snow plowing services from the City. As I will explain below, it is our opinion that the Common Council has no authority to grant this request.

For years the City of Danbury has provided emergency snow plowing services for various private roads in order to insure that emergency vehicles could gain access to individuals in need. This service is authorized under the police powers of the City in order to protect the health, safety and welfare of our residents. On the other hand, the City has no authority to expend public funds for the benefit of private property except under the authority provided by those police powers. Outside of the police power context, private roads are for all intents and purposes similar to driveways or private rights of way. Just as the authority of the City over driveways is extremely limited, so, too, is the City's jurisdiction over private roads.

October 22, 1996

- 2 -

Councilman Harry W. Scalzo

Re: Hillside Road and Oak Lane - Snow plowing services

Since authority over public works deployment decisions rests with the Director of the Department of Public Works and the Mayor all requests for emergency snow plowing should be forwarded to public works officials. The Common Council should limit its consideration to the formal acceptance of these roads, if the petitioners are interested in that approach. Otherwise, the matter should be referred to the Mayor for review with his department heads.

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

Sincerely,

Eric L. Gottschalk
Acting Corporation Counsel

ELG:r

May 31, 1996

Honorable Mayor Gene F. Eriquez
Honorable Common Council Members
City Hall
155 Deer Hill Avenue
Danbury, Connecticut 06810

Re: May Agenda Item #41

Dear Mayor and Common Council Members:

The item referenced above concerned a request to accept Hillside Road and Oak Lane pursuant to the provisions of either section 17-34 or sections 2-143.1 through 2-143.12 of the Danbury Code of Ordinances. The matter was referred to us for a report. I have attached copies of the sections referenced above for your easy reference. You will see that these two approaches differ dramatically.

Sections 2-143.1 through 2-143.12 are general in nature, applying to any public improvement project that has special benefit to a specific group of property owners. The hallmark of the approach contemplated there is a special assessment process, very similar to the process used in connection with utility extensions. If this method is selected, the council might choose to have the City Engineer prepare a preliminary estimate, conduct a survey and report the results to you. You would then appropriate funds and authorize the public works department to undertake the project. Following its completion, the council would then establish final assessments in the usual manner following a public hearing.

Section 17-34, on the other hand, is very specific. It was originally adopted back in 1971 to address the problem created by roadways constructed prior to the adoption of

May 31, 1996

- 2 -

Hon. Gene F. Eriquez, Mayor

Hon. Members of the Common Council

Re: May Agenda Item #41

stringent road standards by the city. Its application is now limited to the acceptance of roads which cannot be brought up to city standards through the use of existing bond funds. It contains a number of preconditions which must be satisfied in order for any particular road to qualify for consideration by the council. The fundamental concept is that the road is reasonably safe for public travel and adequate to support the level of use that could be expected over it.

A logical approach to the use of these two sets of provisions might be to consider the acceptance of these roads under 17-34 first and if for technical reasons, one or both roads cannot meet its requirements, consider the necessary improvements using the 2-143.1 et seq. methodology. As usual, if you have any questions, please feel free to contact me.

Sincerely,

Eric L. Gottschalk
Acting Corporation Counsel



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

42

REPORT

January 4, 2000

Honorable Mayor Gene F. Eriquez
Honorable Members of the Common Council

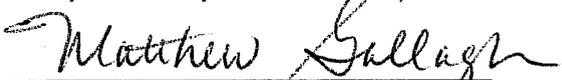
Re: Down on the Farm

The Common Council Committee appointed to review the Down on the Farm property lease met on December 15, 1999 at 7:15 P.M. in the Third Floor Caucus Room in City Hall. In attendance were committee members Gallagher, Smith and Moore. Also in attendance were Corporation Counsel Eric Gottschalk and Hillel Goldman representing the Regional Hospice of Western Connecticut.

Mr. Gallagher stated that the Common Council had, in principle, approved the use of the site for a children's bereavement center and that the role of the committee was to review the lease itself. Mr. Gottschalk stated that the lease was similar to others the City had approved in the past, with the term of the lease being 30 years, for \$1.00 per year and that the lessee was responsible for maintenance, repair and insurance on the property.

Mr. Moore moved to recommend to the Common Council approval of the Down on the Farm property lease. Seconded by Mrs. Smith. Motion carried unanimously.

Respectfully submitted,


MATTHEW GALLAGHER, Chair

MARY SMITH

A handwritten signature in cursive script, appearing to read "Martin Moore", written in black ink. The signature is fluid and extends to the right edge of the page.

MARTIN MOORE



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

January 4, 2000

Honorable Mayor Gene F. Eriquez
Honorable Members of the Common Council

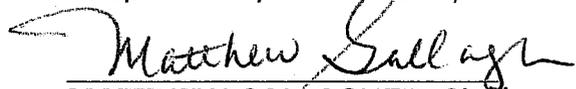
Re: Request for Water Extension on Federal Road

The Common Council Committee appointed to review the request for water extension on Federal Road met on December 15, 1999 at 7:00 P.M. in the Third Floor Caucus Room in City Hall. In attendance were committee members Gallagher and Basso. Committee Member Thomas Arconti was unable to attend due to business obligations. Also in attendance were Director of Public Utilities William Buckley and Doug Divesta of Consultant Engineers representing the petitioner.

Mr. Buckley stated that the request is for the Stew Leonard's expansion involving moving of water lines, as well as acquiring new easements for the installation of new line for fire hydrants as proposed in conjunction with the Fire Department. Mr. Gallagher stated that the Planning Commission issued a positive recommendation.

Mrs. Basso moved to recommend to the Common Council approval of the request subject to the normal eight steps, as well as a ninth step encompassing relinquishment of the old easements. Seconded by Mr. Gallagher and passed unanimously.

Respectfully submitted,


MATTHEW GALLAGHER, Chair

Thomas Arcout
THOMAS ARCONTI
Pauline Basso
PAULINE BASSO



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

January 4, 2000

Honorable Mayor Gene F. Eriquez
Honorable Members of the Common Council

Re: Weindorf Lane

The Common Council Committee appointed to review reports regarding Weindorf Lane met on December 14, 1999 at 7:35 P.M. in the Third Floor Caucus Room in City Hall. In attendance were committee members Machado, Shuler and Moore. Also in attendance were Superintendent of Public Utilities William Buckley and the petitioners, Dave and Diane Sanders.

Mr. Machado opened the meeting by reading the letter from Mrs. Sanders. He noted that both the Planning Commission and the Engineering Department had issued negative reports. Mr. Machado asked for Mr. Buckley's input.

Mr. Buckley reported that he went to the site with Corporation Counsel Eric Gottschalk. Attorney Gottschalk's conclusion was that this is private property and the City should not go onto private property. Mr. Buckley suggested that the Sanders could get some assistance through FEMA. He said that the culvert is undersized and that the pipe mentioned in the Sanders letter did not add to the erosion. Mr. Machado stated that he too had gone to look at the property and saw that it had been repaired.

Mr. Sanders said that the house was built in 1976 and the road existed before that. The old culvert was there before the house. Mrs. Sanders said that her point of contention is that the City appears to be using the culvert to handle runoff from upstream. The water that comes off Ward Drive is dumped into the culvert.

She disagrees with the point that water from the road would go there anyway. The Highway Department came out after spring storms and replaced the pathway with new blacktop and put in a catch basin. A discussion followed between Mr. Buckley and the Sanders regarding piping size.

Mr. Machado said that he agrees that there is a deficiency in the culvert. Because there were other problems with erosion he does not believe that there was negligence on the part of the City.

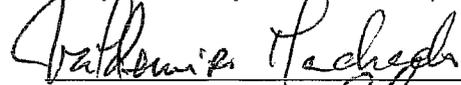
Mrs. Sanders stated that since they had to have the repairs done they were hoping to recover some portion of the \$6,000 cost. Mr. Machado asked her to give the committee some idea of what they wanted the City to do. Mr. Sanders said that his biggest concern is for the future because they have implemented all they can afford to do.

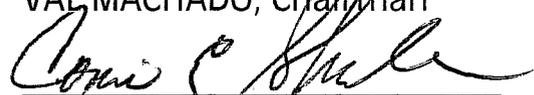
Mr. Moore asked when the pipe was put in and why it was needed. Mrs. Sanders said that it was put in in 1996 and it takes water from Ward Drive. Mr. Moore asked if the City diverted the water and Mrs. Sanders said it did. Mr. Moore stated that if the City diverted the water, then some damage might be the responsibility of the City. Mr. Buckley asked the Sanders what they were looking for. Mr. Sanders said they were asking for \$1,000 - \$2,000. Mr. Buckley stated that according to his formula one-tenth of the cost would be appropriate.

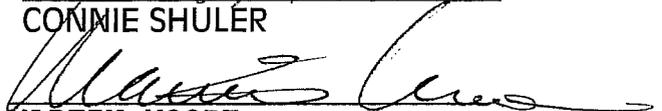
Mr. Moore made a motion to recommend the allocation of \$600 based on that estimation and stipulating that future damage is not the responsibility of the City unless the runoff situation changes. Seconded by Mr. Shuler. Motion carried unanimously.

Mrs. Sanders asked who would be responsible for scooping out the sand from Ward Drive that accumulates in the catch basin. Mr. Buckley said that the Sanders should keep an eye on it and alert the City to dig it out perhaps once every five or six years.

Respectfully submitted,


VAL MACHADO, Chairman


CONNIE SHULER


MARTIN MOORE



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

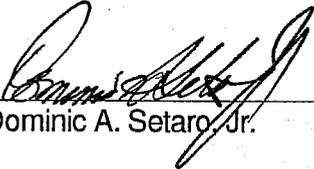
(203) 797-4652
FAX: (203) 796-1526

M E M O R A N D U M

To: Hon. Gene F. Eriquez via the Common Council
From: Dominic A. Setaro, Jr., Director of Finance
Date: January 3, 2000
Re: **ITEM #44** **CERTIFICATION #17**

Per Item #44 of the January 4, 2000 Common Council agenda, I hereby certify the availability of \$600 to be transferred from excess State revenues to Insurance and Official Bond Premium, Uninsured Losses, Account #8008.5812.

State Revenue – State Property in Lieu of Taxes	\$310,000
Less pending request	36,449
Less this request	600
Balance	<u>\$272,951</u>



Dominic A. Setaro, Jr.

DAS/jgb



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ
MAYOR

(203) 797-4511
FAX (203) 796-1666

January 4, 2000

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members:

In accordance with Section 2-176 of the Code of Ordinances, it is necessary at this time of year to engage in the review of governmental entities scheduled for June 30, 2000. The agencies of the City to be reviewed are the Redevelopment Agency, the Housing Site Development Agency, the Flood and Erosion Control Board and the Tarrywile Park Authority.

Therefore, I submit the appointment of Council Members Levy, Furtado and Martin Moore to serve on the Governmental Entities Review Committee. Additionally, I request your confirmation of the appointment of the following citizens to this panel.

C. Richard Hale (R)
60 Padanaram Road
Danbury, CT 06811

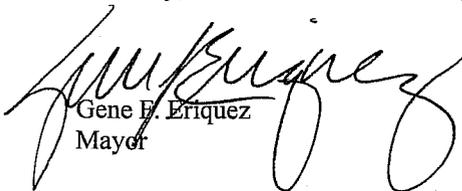
Mr. Hale is a 27 year resident of Danbury and is currently employed by Raytheon Company as a Business Development Manager. He has previously served on the Danbury Aviation Commission, as Trustee, Finance Chairman and Property Chairman for the Danbury United Methodist Church and currently serves on the Board of Directors of the Danbury Yacht Club.

James LaClair (D)
29 Beech Street
Danbury, CT 06810

Mr. LaClair is a long time resident of Danbury and is employed as the Director of Carrier Services for the Citizens Utilities Company. He has been active in our community notably as a 15 year officer and member of the Germantown Volunteer Hose Company #10. Mr. LaClair formerly was a candidate for the Common Council.

Thank you for your cooperation.

Sincerely,



Gene F. Enriquez
Mayor

GFE:sr



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