

COMMON COUNCIL MEETING

MARCH 5, 1991

Meeting to be called to order at 7:30 P.M. by Mayor Gene F. Eriquez

PLEDGE OF ALLEGIANCE

PRAYER

ROLL CALL

Fazio, Scalzo, Falzone, Gallo, Coladarci, Mack, Farah, Dean Esposito, Zotos, Gogliettino, DaSilva, John Esposito, Smith, Cassano, Charles, Boughton, Boynton, Butera, Regan, Scozzafava, Valeri

19 Present 2 Absent

PUBLIC SPEAKING SESSION

CONSENT CALENDAR - The Consent Calendar was presented by

MINUTES - Minutes of the Common Council Meeting held February 5, 1991.

- 1 ORDINANCE - Addition of Alternate Members to the Commission on Aging
- 2 ORDINANCE - Repeal of Chapter 23 of the Code of Ordinances
- 3 ORDINANCE - Designation of Sites for the Disposal of Recyclable Materials Generated from Residential Properties
- 4 RESOLUTION - Danbury-Still River Associates Limited Partnership and ConRail
- 5 RESOLUTION - Women, Infants and Children Program
- 6 RESOLUTION - Levying the Property Tax for the Downtown Special Services District for the Fiscal Year beginning July 1, 1991 and Ending June 30, 1992
- 7 RESOLUTION - Local Capital Improvement Program
- 8 COMMUNICATION - Appointments to the Economic Development Commission
- 9 COMMUNICATION - Appointment as Alternate to the Planning Commission
- 10 COMMUNICATION - Appointments to the Equal Rights and Opportunities Commission
- 11 COMMUNICATION - Donation from Boehringer Ingelheim
- 12 COMMUNICATION - Donation from the Danbury Board of Realtors

- ✓ J13 COMMUNICATION - Donation to the Youth Commission

- ✓ J14 COMMUNICATION - Donation to the Forestry Department

- ✓ J15 COMMUNICATION - Donations to the Library

- ✓ J16 COMMUNICATION & RESOLUTION - AIDS Project

- ✓ J17 COMMUNICATION - Taxpayer Complaint - 33 Town Hill Avenue

- ✓ J18 COMMUNICATION & CERTIFICATION - Request to transfer \$297,321.00 the Danbury Public Schools Health and Welfare Service line item from the Contingency Account

- ✓ J19 COMMUNICATION & CERTIFICATION - Request for Funds - Corporation Counsel's Office

- ✓ J20 COMMUNICATION & CERTIFICATION - Request for Transfer of Funds to Airport Fencing Account

- ✓ J21 COMMUNICATION & CERTIFICATION - Request for Funds - Welfare Department

- ✓ J22 COMMUNICATION - Request from DAYO

- ✓ J23 COMMUNICATION - Offer of sale of land to City - 53 South Street

- ✓ J24 COMMUNICATION - Cedar Heights Water Company, Lot #K04114 101-103 Lakeview Avenue

- ✓ J25 COMMUNICATION - Plumtrees Road - Lot #L12015

- ✓ J26 COMMUNICATION - Report from Corporation Counsel and Engineer regarding donation of land on Chambers Road

- ✓ J27 COMMUNICATION - Results of Holley Street Extension Survey

- ✓ J28 COMMUNICATION - Request to bring Benham Street up to City Standards

- ✓ J29 COMMUNICATION - Cross Street Bridge

- ✓ J30 COMMUNICATION - Request to Accept Lake Crest Drive

- ✓ J31 COMMUNICATION - Request for an ad hoc committee regarding City owned land and Bear Mountain Reservation

- ✓ J32 DEPARTMENT REPORTS - Parks and Recreation Department, Highways, Fire Marshall, Fire Chief, Health Department, Department of Elderly Services

- ✓33 REPORT & ORDINANCE - Charter Revision Ordinance Amendments

- ✓34 REPORT & ORDINANCE - Connection Charges

- ✓35 REPORT & ORDINANCE - Repeal of Various Ordinance Sections

- ✓36 REPORT & ORDINANCES - Signing of Checks by Town Clerk and Position of Assistant Director of Finance

- ✓37 REPORT & RESOLUTION - Lease Purchase Agreement for 12 65 Passenger GMC Buses

- ✓38 REPORT - Interest Rates on Delinquent Taxes

- ✓39 REPORT - Committee to review appointing a committee to study rates at Richter Park

- ✓40 REPORT - Request to purchase Property on Liberty Street

- ✓41 REPORT - Revision of Ordinance 21-9 of the Code of Ordinances

- ✓42 REPORT - Recycling Alternatives

- ✓43 REPORT - Request for Sewer and Water Extensions - 5,7,9 Morgan Avenue

- ✓44 REPORT - Request for Sewer Extension - Elwell Place

- ✓45 PROGRESS REPORT - Request to use City owned land for a Soccer Complex

- ✓46 COMMUNICATION - Affordable Housing Fund

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

COMMON COUNCIL - ROLL CALL

NAME	<u>YES</u>	<u>NO</u>
MICHAEL S. FAZIO	✓	
HARRY W. SCALZO		✓
MICHAEL FALZONE	✓	
BERNARD GALLO		✓
EILEEN COLADARCI	✓	
JOAN M. MACK		
MOUNIR A. FARAH	✓	
DEAN M. ESPOSITO		✓
NICHOLAS ZOTOS		✓
D. GOGLIETTINO	✓	
JOSEPH DASILVA		✓
JOHN ESPOSITO		✓
STANFORD SMITH	✓	
ANTHONY J. CASSANO		✓
LOUIS T. CHARLES		✓
DONALD BOUGHTON	✓	
ERNEST BOYNTON		✓
JANET D. BUTERA		
ARTHUR D. REGAN	✓	
JOHN SCOZZAFAVA	✓	
THOMAS VALERI	✓	
	10 yes	9

CONSENT CALENDAR

March 5, 1991

- 4 - Approve Resolution to install water line on Consolidated Rail property in the Eagle Road Area
- 5 - Approve Resolution for Health Department Grant of \$10,015
- 6 - Approve Resolution levying property tax for Downtown Special Services District
- 7 - Approve Resolution for Local Capital Improvement Program
- 10 - Approve appointment of Dorothy Outlaw to the Equal Rights and Opportunities Commission
- 16 - Approve Resolution designating the City of Danbury as the pass through agency for \$219,000 grant for AIDS Project of Greater Danbury
- 20 - Approve transfer of \$50,000 from Airport Escrow Account for fencing at Danbury Airport
- 26 - Approval of donation of property on Chambers Road
- 27 - Approval of recommendation to list Holley Street Ext. as a separate street and renumber it.
- 29 - Approval of setting public hearing on Cross Street Bridge
- 30 - Approval of presently unaccepted portion of Lakecrest Road as a public highway
- 33 - Approval of Ordinance change dealing with Change of title from Comptroller to Director of Finance
- 34 - Approval of Ordinance dealing with water connection fees
- 35 - Approval of the repeal of outdated ordinances
- 36 - Approval of Ordinance change dealing with change of title from Assistant Comptroller to Assistant Director of Finance
- 37 - Approval of lease purchase agreement for twelve school buses
- 38 - Approval of report recommending the taking of no action on interest on delinquent taxes
- 40 - Approval of report recommending approval of purchase of property on Liberty Street
- 42 - Approval of report to take no action on recycling alternatives at this time
- 43 - Approval of report recommending approval of sewer and water extension on 5,7,9, Morgan Avenue
- 44 - Approval of report recommending approval of sewer extension on Elwell Place
- 45 - Approval of Progress Report on request of City land for soccer complex



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ
MAYOR

(203) 797-4511

March 5, 1991

Honorable Members of the Common Council
City of Danbury, Connecticut 06810

Dear Council Members:

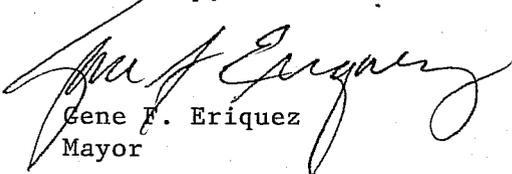
Attached is a request from the Commission on Aging to amend the City Ordinance to allow three alternate members on the Commission.

This request would allow this Commission to function as many others with alternate and regular members.

The ordinance is attached for your consideration.

Thank you for your cooperation.

Sincerely,


Gene F. Eriquez
Mayor

GFE/msm



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CITY OF DANBURY

DANBURY, CONNECTICUT 06810

DEPARTMENT OF ELDERLY SERVICES
COMMISSION ON AGING

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

Municipal Agent
80 Main Street
(203) 797-4687

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

February 5, 1991

MEMBERS OF THE COMMON COUNCIL

The Commission on Aging would like to add three alternate members to its membership.

The present ordinance for the Commission on Aging calls for nine (9) members; however, since all members are not present at the monthly meetings all the time, and we sometimes lack a quorum, we are asking the Common Council to amend the ordinance allowing for three (3) alternate members.

Sincerely,

Sigrid Benyei
Sigrid Benyei, Chair
Commission on Aging

cc: Mayor Gene F. Eriquez
Corporation Council



CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810
OFFICE OF THE CORPORATION COUNSEL

PLEASE REPLY TO:

February 14, 1991

DANBURY, CT 06810

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

Re: Repeal of Chapter 23 of the Code of Ordinances

Dear Mayor and Council Members:

On March 5, 1974 the Common Council adopted the provisions of Chapter 23 of the Code of Ordinances regulating the use of wetlands and watercourses in Danbury. Thereafter, members of this office concluded that the provisions of Title 22a of the Connecticut General Statutes, and of Section 22a-42 in particular, required that all local wetland regulations be promulgated by the local wetland agency.

Accordingly, on November 5, 1981, the Danbury Environmental Impact Commission adopted regulations governing activities within Danbury inland wetlands and watercourses. Since that date, these regulations have remained in effect, subject to amendments that have been adopted from time to time.

As a result, the present provisions of Chapter 23 of the Code of Ordinances are ripe for repeal. Rather than serving some valid function, they pose a threat to the unwary. I fear that someone may rely on them as an accurate reflection of the current wetlands regulations. Since the ordinances contained in Chapter 23 do not reflect any amendments that may have been

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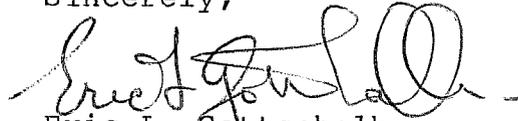
Hon. Gene F. Eriquez, Mayor
Hon. Members of the Common Council
Re: Repeal of Chapter 23
February 14, 1991

- 2 -

adopted by the Commission since 1974, this fear may not be an idle one. I recommend the adoption of the attached ordinance which repeals the provisions of Chapter 23.

If you have any questions regarding this matter, please feel free to contact me.

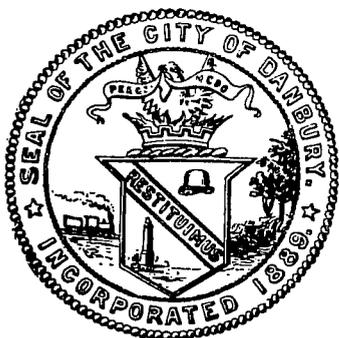
Sincerely,



Eric L. Gottschalk
Acting Corporation Counsel

ELG:r

Attachment



ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT

COMMON COUNCIL

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

THAT the Code of Ordinance of Danbury, Connecticut is hereby amended by adding a new section number 16A-79, which said section reads as follows:

Sec. 16A-79. Designation of Sites for the Disposal of Recyclable Materials Generated From Residential Properties.

The City of Danbury does hereby designate the following authorized sites for the disposal of certain recyclable materials generated from residential properties within the City:

(a) Each collector authorized to collect recyclable materials from residential properties within the City shall deliver all newspapers, cardboard, glass food and beverage containers and metal food and beverage containers so collected to the site of the recycling facility operated by Recycling Technologies, Inc., located at 307 White Street, Danbury, Connecticut. Said recyclable materials shall be so delivered for subsequent processing or sale in accordance with the an agreement executed or to be executed by the City of Danbury and the Housatonic Resources Recovery Authority titled, "Municipal Recycling Services Agreement Between Housatonic Resources Recovery Authority and the City of Danbury", copies of which are on file in the office of the City Clerk for public inspection.

(b) Subject to the provision of subsection 16A-75(c) hereof, all persons not served by a collector shall deliver their newspapers, cardboard, glass food and beverage containers and metal food and beverage containers generated from residential properties to the Danbury Recycling Center, located on Plumtrees Road, Danbury, Connecticut, for subsequent processing or sale.

(c) Subject to the provisions of subsection 16A-75(c) hereof, all persons shall deliver their storage batteries and waste oil generated from residential properties to the Danbury Recycling Center, located on Plumtrees Road, Danbury, Connecticut, for subsequent processing or sale.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the City of Danbury wishes to arrange for the installation and maintenance of a water line in the area of Eagle Road on property owned by The Consolidated Rail Corporation; and

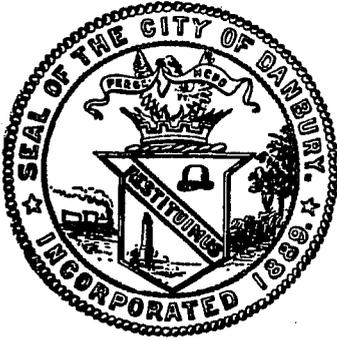
WHEREAS, the petitioner, Danbury-Still River Associates Limited Partnership desires access to said line; and

WHEREAS, the City of Danbury is required to execute a License Agreement with The Consolidated Rail Corporation in order to occupy said property; and

WHEREAS, said License Agreement imposes certain duties and obligations on the City of Danbury as Licensee; and

WHEREAS, the petitioner, Danbury-Still River Associates Limited Partnership is willing to undertake said duties and obligations and to reimburse the City of Danbury for all costs incurred pursuant to the License Agreement and otherwise protect the City of Danbury from liability arising by virtue of said license;

NOW, THEREFORE, BE IT RESOLVED THAT Gene F. Eriquez, Mayor of the City of Danbury, be and hereby is authorized to execute the attached agreement between the City of Danbury and the petitioner, Danbury-Still River Associates Limited Partnership.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the City of Danbury wishes to arrange for the installation and maintenance of a water line in the area of Eagle Road on property owned by The Consolidated Rail Corporation; and

WHEREAS, the petitioner, Danbury-Still River Associates Limited Partnership desires access to said line; and

WHEREAS, the City of Danbury is required to execute a License Agreement with The Consolidated Rail Corporation in order to install said line, maintain same, and occupy said property;

NOW, THEREFORE, BE IT RESOLVED THAT Gene F. Eriquez, Mayor of the City of Danbury, be and hereby is authorized to execute the attached License Agreement between the City of Danbury and The Consolidated Rail Corporation.



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CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810
OFFICE OF THE CORPORATION COUNSEL

PLEASE REPLY TO:

February 26, 1991

DANBURY, CT 06810

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

Re: Danbury-Still River Associates Limited Partnership
and ConRail

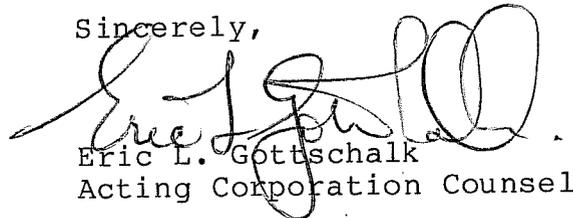
Dear Mayor and Common Council Members:

The Danbury-Still River Associates Limited Partnership wishes to install a water line on property of the Consolidated Rail Corporation in the Eagle Road area. As in the past, the railroad will only enter into contracts involving work of this kind with municipalities, not with private parties.

Our approach to similar problems has always been to enter into an agreement between the City and the railroad as well as a secondary agreement between the City and the private party who wishes to undertake the installation. Accordingly, I have prepared two resolutions for your consideration. Each is designed to authorize the City to contract; one applies to the agreement with Danbury-Still River Associates and one applies to the agreement between the City and the railroad.

For your information, I have also enclosed copies of the agreements themselves. If you have any questions regarding this matter, please let us know.

Sincerely,



Eric L. Gottschalk
Acting Corporation Counsel

ELG:r

Enclosures

c: John A. Schweitzer, Jr.
City Engineer



AGREEMENT

This Agreement is made this _____ day of _____, 1991, by and between the City of Danbury, a political subdivision of the State of Connecticut, acting herein by a duly authorized official (the "CITY" or "LICENSEE") and Danbury-Still River Associates Limited Partnership, a Connecticut limited partnership, having a principal place of business in Westport, Connecticut, acting herein by Still River Development Associates Limited Partnership, General Partner, acting herein by Still River Development, Inc., its Sole General Partner, by Louis L. Ceruzzi, Jr., its President, hereunto duly authorized, (the "Owner") the present owner of the premises described in Schedule A (the "premises").

W I T N E S S E T H:

WHEREAS, concurrent with the execution of this Agreement, the CITY has entered into a certain License Agreement authorizing the installation of a 12" iron water pipe dated January 24, 1991, (the "License Agreement") between Consolidated Rail Corporation, a Pennsylvania corporation (the "Railroad") and the City of Danbury, a political subdivision of the State of Connecticut, with the City of Danbury being referred to in the License Agreement as the "LICENSEE"; and

WHEREAS, the License Agreement, attached hereto and made a part hereof and identified as Schedule B, provides that the CITY as LICENSEE will construct, maintain, repair, alter, renew, relocate and ultimately remove an occupation of one (1) 12 inch ductile iron water pipe encased in a 30 inch steel pipe through the lands and under and across the roadway and tracks of Railroad (Line Code 4223) at Valuation Station 9395+50+ (Mile Post 79.41) located 2,170 feet north of Mile Post 79 at a point 2.45 miles north of the Station of Danbury, Fairfield County, Connecticut, within the confines of Eagle Road; and

WHEREAS, the CITY as LICENSEE under the License Agreement is required to undertake certain duties and obligations; and

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

WHEREAS, the OWNER agrees as a covenant running with the land that the OWNER of the property from time to time will undertake to complete the CITY'S obligations as LICENSEE, to reimburse the CITY for any expenses in connection with any duty or obligation undertaken by the CITY as LICENSEE under License Agreement, and to indemnify and hold the CITY harmless from and against any and all liability or obligation which the CITY may be required to undertake pursuant to the License Agreement.

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

1. The CITY will execute the License Agreement and become the LICENSEE under the License Agreement.

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

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

4. The obligation of OWNER as provided herein shall constitute a covenant running with the land but the OWNER and its successors or assigns shall only have a personal obligation hereunder during the time the OWNER or any of such successors or assigns shall be the OWNER of the PREMISES. Further, it is understood that the OWNER'S responsibilities hereunder shall terminate upon acceptance by and transfer of ownership to the CITY.

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

CITY OF DANBURY

By: _____
Gene F. Eriquez
Its Mayor

DANBURY STILL-RIVER ASSOCIATES
LIMITED PARTNERSHIP

By: STILL RIVER DEVELOPMENT ASSOCIATES
LIMITED PARTNERSHIP,
General Partner

By: STILL RIVER DEVELOPMENT, INC.
Its Sole General Partner

By: _____
Louis L. Ceruzzi, Jr.
President

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

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

Eric L. Gottschalk
Commissioner of the Superior Court

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

On this the _____ day of _____, 1991, before me _____, the undersigned officer, personally appeared Louis L. Ceruzzi, Jr., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and seal this _____ day of _____, 1991.

Notary Public
Commissioner of the Superior Court

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Schedule A

The premises to be served by the water line referred to in the attached agreement is that piece or parcel of land owned by Danbury Still River Associates, Limited Partnership as shown on a map on file in the Danbury Land Records as Town Clerk Map Number 9384. Said map is entitled, "Map Prepared for Danbury Still River Associates, Limited Partnership, showing land situated on Federal Road and Eagle Road, Danbury, Connecticut", dated February 9, 1990, with revision Number 4, as prepared by Sydney A Rapp, Jr., Associates.



24 UG
Rev. 03/90

January 24, 1991

Mr. John A. Schweitzer, Jr., P.E.
City Engineer
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Subject: Danbury, Fairfield County, Connecticut
Danbury Secondary, Line Code 4223, Mile
Post 79.41, Albany Division,
(File: S-1388 - MRL)

Dear Mr. Schweitzer

Reference is made to your letter dated August 9, 1990 attaching copies of your drawings Plates I and II indicating your proposed installation of one (1) 12-inch ductile iron water pipe, in a 30-inch steel casing at Valuation Station 9395+50±, located 2170 feet north of Mile Post 79 and 2.45 mile north of the station of Danbury, CT within the confines of Eagle Road.

We have no objections to the installation as mentioned above with the understanding that the above-mentioned facilities will be installed in a safe and satisfactory manner and in accordance with the "General Conditions" hereto attached and made a part hereof. You will be required to notify our Area Engineer, D. W. Ophardt, located in Selkirk, NY, Telephone: (518) 767-6310, at least fourteen (14) working days prior to start of work to obtain his approval of your method of installation and related matters to this project as well as inspection coordination.

It is to be understood that this installation must be made in accordance with the approved plans and will conform with Consolidated Rail Corporation's current construction requirements.

WARNING - EXTREME CAUTION SHOULD BE USED IN EXCAVATION DUE TO THE POSSIBILITY OF THE EXISTENCE OF FIBER OPTIC CABLES ALONG RAILROAD'S RIGHT-OF-WAY. ANY DAMAGE TO THE FIBER OPTIC CABLES WILL BE THE SOLE RESPONSIBILITY OF THE LICENSEE.

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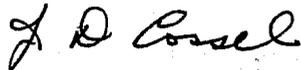
File: S-1388

Mr. John A. Schweitzer, Jr., P.E.
January 24, 1991
Page 2

To confirm your acceptance of these conditions, please have an authorized official of your City indicate acceptance in the spaces provided on these Agreements, returning one copy to this office and retaining one copy for your records.

It is to be further understood that no work can be started until we receive your execution of acceptance for this Agreement and you have obtained authorization from our Area Engineer to proceed with construction.

CONSOLIDATED RAIL CORPORATION



J. D. Cossel
Chief Engineer
Design and Construction

Room 1200 - (215) 596-3877

ACCEPTED: CITY OF DANBURY

By: _____
Its

Date: _____

GENERAL CONDITIONS

1. Facilities must conform with all Federal, State and local laws, rules and regulations and will not be attached to any Railroad structure or appurtenance and will not otherwise be located on any private property of the Railroad.
2. In the event of any revision, renewal, addition or alteration of said facilities, prior approval of the Railroad must be secured.
3. Facilities will be installed, maintained, repaired and renewed by and at the sole risk, cost and expense of the LICENSEE.
4. If the Railroad deems it advisable during the progress of any work of construction, maintenance, repairs and renewals, alterations, adjustments or removal of the facilities and appurtenances of the LICENSEE, or in the event of emergency, to place watchmen, flagmen, inspectors or any other employees deemed necessary by Railroad for the protection of the property owned or in possession or control of the Railroad, or its employees, patrons, or licensees, the Railroad shall have the right to do so and LICENSEE agrees to bear full cost and expense thereof and to promptly reimburse the Railroad upon demand. The LICENSEE also agrees to pay to Railroad the actual cost of material plus the current applicable overhead percentages for storage, handling, transportation, purchasing and other related material management expenses and the actual cost of labor plus the current applicable overhead percentages as developed and published by the Accounting Department of Railroad for fringe benefits, payroll taxes, administration, supervision, use of tools, machinery and other equipment, supplies, employers' liability insurance, public liability insurance, and other insurance, taxes and all other indirect expenses. -It is to be understood that the aforementioned material and labor overhead charges are to be applied at the rates which are effective at the time of the performance of any work by employees of the Railroad on the said facilities. The LICENSEE agrees to pay such bills within thirty (30) days of the presentation thereof by Railroad. Failure of the Railroad to provide such watchmen, flagmen, inspectors or any other employees of Railroad, shall in no event be construed as in any manner or degree affecting any obligations of the LICENSEE as provided for elsewhere in these conditions.
5. All cost or expense resulting from any and all loss of life or property, or injury or damage to the person or property of any person, firm or corporation (including the parties hereto and their respective officers, agents and employees) and any and all claims, demands or actions for such loss, injury or damage, caused by or growing out of the presence or use, or the construction, maintenance, renewal, change or relocation and subsequent removal of said facilities and appurtenances herein referred to, caused by or from the joint or concurring negligence of both parties hereto shall be borne by them equally; if, however, any such loss, injury or damage shall be attributed to the negligence of one of the parties hereto, where solely or combined with the negligence of any other person or corporation not a party hereto, and without the concurring fault or negligence of the other party hereto, then such party hereto which by its fault, or negligence contributed thereto shall indemnify, protect and save harmless the other party hereto therefrom.

(OVER)

6. Upon abandonment of the facilities, the same shall be removed and the property of the Railroad shall be restored to good condition and this instrument shall become null and void, save and except only as to any liability accrued prior thereto.

7. All rights and obligations conferred hereby shall extend to the successors and assigns of the parties hereto, provided that the LICENSEE shall in no event transfer or assign its rights hereunder without the written consent of the Railroad.

8. In the event of underground installations, the Area Engineer must approve the method of installation and related matters of this project, as well as inspection coordination.

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

10. In the event the facilities consist of electrical power or communication wires and appurtenances, LICENSEE shall promptly remedy any inductive interference growing out of, or resulting from the presence of the facilities, and if LICENSEE fails to do so, then the Railroad may do so, and LICENSEE agrees to pay to the Railroad on demand the full cost and expense thereof.



1991-1992 PROPOSED BUDGET

REVENUES:

ASSESSMENTS-Taxpayers	\$118,352
LESS RESERVE	(\$ 16,000)
NET COLLECTION	\$102,352
GRANTS, CONTRIB., SPECIAL EVENTS, ETC.	\$ - 0 -
TOTAL REVENUES	<u>\$118,352</u>

EXPENDITURES:

DIRECTOR'S SALARY	\$ 42,500
TAXES/BENEFITS	\$ 4,000
TRAVEL/MEETINGS	\$ 1,800
TELEPHONE	\$ 1,800
OFFICE SUPPLY	\$ 1,000
POSTAGE	\$ 1,750
PRINTING/ADVERTISING	\$ 10,000
RENT/SECRETARY	\$ 8,150
PROFESSIONAL SERVICES	\$ 3,000
CITY FEE/CONTRACTUAL SERVICES	\$ 2,500
AUDIT	\$ 3,000
DUES/SUBSCRIPTIONS	\$ 700
BOARD INSURANCE	\$ 2,180
MAINTENANCE	\$ 1,750
MISCELLANEOUS	\$ 2,800
CONTINGENCY	\$ 15,422
TOTAL EXPENSES	<u>\$102,352</u>
TOTAL REVENUE OVER EXPENSES	\$ - 0 -



**CITYCENTER DANBURY
ANNUAL BUDGET MEETING
BRASS JAIL RESTAURANT
WEDNESDAY, JANUARY 23, 1991 - 5:30 P.M.**

PRESENT: SEE ATTACHED

With a quorum present the meeting was called to order by Chairman Heyman at 5:40 P.M.

Chairman Heyman began the meeting with a brief review of the progress made within the district in the past year. He cited, in particular: impending construction of the first garage and Main Street improvements, the district's maintenance program, Business Watch Program, Completion of the Market Assessment & Retail Strategy Plan, and a complete Special Events program, among others.

Heyman also reiterated his belief that revitalization has no big fixes but is a compilation of many "bits and pieces".

Retail Recruitment Presentation:

Chairman Heyman asked executive director, Felice Plain to update the group on efforts to begin a business recruitment program. Plain began by briefly reviewing the recommendations of the Hyett-Palma, Inc. CITYCENTER Danbury Market Assessment and Strategy Plan.

Plain then explained that the Commission has formed a Retail Recruitment Task of which all members are retailers. Currently the Task Force is completing a 4-color folder/brochure that will include tailored information regarding the district for prospective retail tenants. Plain added, that the Task Force has begun working with individual property owners and expects to begin looking at strong prospective tenants in March.

1991-1992 Annual Budget:

CITYCENTER Danbury treasurer, Mark Nolan, reviewed with those members present the proposed 1991-1992 budget. He re-iterated that the budget was kept level with no increase in the MIL rate. He pointed out the due to a \$2 million increase in the Grand List, there is a \$3,500 increase in the amount collected.

In addition, Nolan explained that the \$15, 422 appropriated for special projects would, more than likely, be used for business recruitment efforts.

Page Two
Annual Budget Meeting
January 23, 1991

Prior to voting several members commented on the district's progress. Karen Gauvin, representing Citytrust Bank, stated that within the next year the district should be re-evaluated to ensure that members still feel it is the appropriate private sector funding mechanism for downtown revitalization. Other members stated that although evaluation is important, they believed progress is finally begun to take off and that this is the time to be most supportive of the district's efforts.

With no further discussion, Frank Cappiello moved that the 1991-1992 budget be adopted as proposed. The motion was seconded by Gary Jaber and unanimously approved by those members present.

With no further business to discuss, and upon a motion duly made, seconded and approved, the meeting was adjourned at 6:20 P.M.

Respectfully Submitted,



Felice Entratter Plain
Executive Director



Dr. Ben Doto
Secretary

**CITYCENTER DANBURY
ANNUAL BUDGET MEETING
BRASS JAIL
WEDNESDAY, JANUARY 23, 1991 - 5:30 P.M.**

IN ATTENDANCE

Gary Jaber

Ed Lelli

Frank J. Cappiello

Charles F. Frosch

Guil F. Bernardino

Aurora A. Bernardino

Rick Jowdy

Ben Doto, Jr.

Joseph Heyman

Daniel P. Stewart

Karen Gauvin

Mark Nolan

Robert Steinberg

Harold E. Meeker

Betsy Manning

Felice Plain



CITYCENTER
DANBURY

**CITYCENTER DANBURY
ANNUAL BUDGET MEETING
BRASS JAIL**

**WEDNESDAY, JANUARY 23, 1991 - 5:30 P.M.
ATTENDANCE BY PROXY**

Luis Tomas

Robert C. Nolan

James A. Nolan

Kim E. Nolan

Perry Salvagne

Danbury Hosp. Dev. Fund

Lorraine Brandano

Ron Jowdy

Frank Critelli

Eleanor Hannan

Frances Steinberg

Ann Marie Prybylski

Carol Lubus

Modern Realty Assoc.

Wooster Square Co., Inc.

Savings Bank of Danbury

Delfina doNascimento

240 Main Street Associates

Frank O. King

Joel M. Feinson

Theodore Smigala

Ev Walens

Jacques C. R. Straus

O. G. Ladd

C. Ross Daniels, Jr.

Fairfield Properties

Union Trust as Trustee of Henry Rocano

John & Delia Addressi

Morey Samaha



5

CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ
MAYOR

(203) 797-4511

March 5, 1991

Honorable Common Council Members
City of Danbury, Connecticut 06810

Dear Council Members:

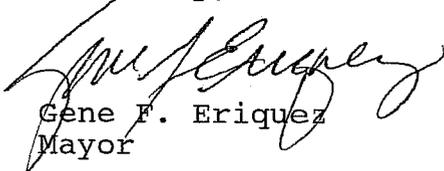
The Health Department has requested the designated programs for the Preventive Health Block Grant Funding for the 1990-91 year to be changed.

The funds have not yet been received by the City and, due to that delay, a revision is necessary in order to spend the money by the end of the contractual period (June 30, 1991).

The revision includes the expansion of the City's hypertension program and continuation of the Women, Infants and Children (WIC) supplemental nutrition program.

Thank you for your consideration of this request.

Sincerely,


Gene F. Eriquez
Mayor

GFE/msm



5

CITY OF DANBURY

DANBURY, CONNECTICUT 06810

HEALTH AND HOUSING DEPARTMENT
20 WEST STREET

(203) 797-4625

February 25, 1991

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

Dear Mayor Eriquez:

Preventive Health Block Grant funding for 1990-1991, in the amount of \$10,015.00, has been approved for the City of Danbury, Department of Health and Housing. The funds have yet to be received. Due to the delay in the receipt of funds, the original program plans have had to be revised. Based on local priorities and the need to complete program activities by June 30, 1991, we propose to expand our blood pressure awareness and screening services. These additional services will be directed toward residents of Danbury's low income housing projects and who are at high risk.

The original proposal provided breastfeeding counseling and education services through our Women, Infants and Children supplemental Nutrition Program (WIC). Our revised proposal will allow us to provide both breastfeeding and high blood pressure services once the Block Grant funding is received. It will be necessary to revise the contractual agreement with the Connecticut State Department of Health Services (CSDHS) in order to provide both the hypertension and breastfeeding educational services.

A Common Council resolution authorizing you to sign a revised Preventive Health Block Grant contract is required. For this reason, I am requesting that a resolution authorizing you to sign a revised contract be proposed to the Common Council at its March 5, 1991 meeting.

5

Gene F. Eriquez, Mayor

-2-

February 25, 1991

Thank you for your attention in this matter. The activities proposed will provide valuable additional preventive health services to individuals at high risk of high blood pressure.

Sincerely



William Campbell
Director of Health

WC/kg

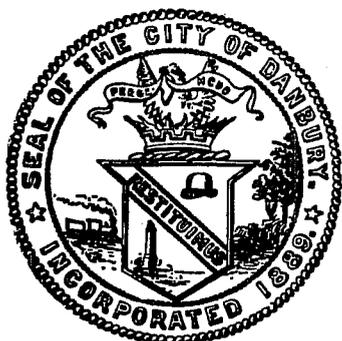
c: Melanie Bonjour
Lisi Green
Ann Krane

RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

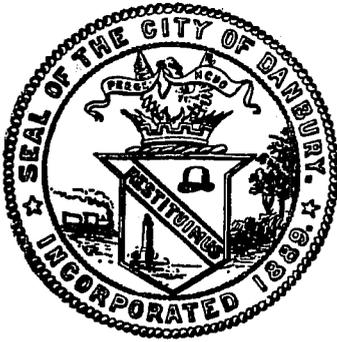


WHEREAS, the State of Connecticut Department of Health Services, through the Preventive Health Block Grant Program, has awarded grant funds in the amount of ten thousand and fifteen (\$10,015.00) dollars for the period from July 1, 1990 through June 30, 1991 to be used for health education and risk reduction programs associated with the City's Women, Infants and Children (WIC) Program; and

WHEREAS, the City of Danbury, through its Department of Health and Housing, has added High Blood Pressure Prevention activities to the above-referenced programs and finds that this revision is in the best interest of the City of Danbury; and

WHEREAS, the City of Danbury wishes to revise the agreement for said grant funds which have been awarded in an amount not to exceed ten thousand and fifteen (\$10,015.00) dollars;

NOW, THEREFORE, BE IT RESOLVED THAT all prior actions of the Mayor of the City of Danbury and the authorized official of the Danbury Health and Housing Department concerning this grant are hereby ratified and that Gene F. Eriquez, Mayor of the City of Danbury, is hereby authorized to revise and execute, on behalf of the City of Danbury, any and all applications, contracts or amendments thereto and to take all actions necessary to effectuate the purposes of said grant.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

A. D., 19

RESOLVED by the Common Council of the City of Danbury:

A RESOLUTION LEVYING THE PROPERTY TAX FOR THE DANBURY DOWNTOWN SPECIAL SERVICES DISTRICT FOR THE FISCAL YEAR BEGINNING JULY 1, 1991 AND ENDING JUNE 30, 1992

SECTION 1. The sum of ONE HUNDRED EIGHTEEN THOUSAND, THREE HUNDRED FIFTY-TWO DOLLARS (\$118,352.00) representing the gross appropriation for the City of Danbury Downtown Special Services District of ONE HUNDRED AND TWO THOUSAND, THREE HUNDRED FIFTY-TWO DOLLARS (\$102,352.00) for the fiscal year beginning July 1, 1991 and ending June 30, 1992, and minus indirect revenue of \$ - 0 -, and minus estimated available "Surplus" of \$ - 0 -, plus uncollectible taxes reserve in the amount of SIXTEEN THOUSAND DOLLARS (\$16,000.00) is hereby levied and assessed on all taxable interests in real property located within the City of Danbury Downtown Special Services District as set forth on the corrected annual Grand List as of October 1, 1990.

SECTION 2. Accordingly, the General Fund tax rate for the fiscal year beginning July 1, 1991 and ending June 30, 1992 with respect to said property interests within said District shall be as follows:

TAX RATE: 1.765 MILLS

SECTION 3. The taxes levied and assessed as herein provided shall be due and payable in four equal installments on July 1, 1991, October 1, 1991, January 1, 1992 and April 1, 1992 except for taxes not in excess of One Hundred Dollars (\$100.00) which taxes shall be paid on July 1, 1991 in accordance with the General Statutes of the State of Connecticut, unless said date shall have lapsed before the effective date of this resolution in which case the Tax Collector shall fix the date as if said date had not been fixed herein as provided by law.

SECTION 4. The Tax Collector shall cause the said taxes above levied and assessed to be inserted on the tax rolls for the fiscal year beginning on July 1, 1991 and ending June 30, 1992.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the City of Danbury is eligible to make application for State grant funds through the Office of Policy and Management under the Local Capital Improvement Program (LoCIP) for local programs within the meaning of Section 7-536(4) of the General Statutes of the State of Connecticut; and

WHEREAS, the City of Danbury desires to make application for a State grant in the amount of \$521,043.77 to cover the total costs of rebuilding and repaving various roads; and

WHEREAS, said project is consistent with the City of Danbury's capital improvement program authorized for a five-year period by the Danbury Planning Commission on February 7, 1990 and February 6, 1991; and

WHEREAS, the City will maintain detailed accounting records of said project and make them available to the Office of Policy and Management of the State of Connecticut upon request; and

WHEREAS, the Common Council hereby approves said project and its financing; and

WHEREAS, the City of Danbury has received no prior local capital improvement grants under Connecticut General Statutes Section 7-536(4) except for completed and reimbursed project numbers:

034-88-010	City Hall Roof Replacement and/or Repair	\$ 65,311.00
034-88-020	Replacement of Tanks and Boilers in City Buildings	220,875.00
034-88-050	Rebuild and/or Repave Highways	83,617.00
034-89-020	Repair and/or Replace Roofs - City Buildings	176,700.00
034-89-030	Water Services - Tarrywile Park	123,668.23
034-90-010	Rebuild and/or Repave Highways	59,945.00

and

034-89-010	Completed Unreimbursed Project Replace Cross Street Bridge	35,775.00
------------	---	-----------

and

034-89-070	Uncompleted Project Replace Cross Street Bridge	234,245.00
------------	--	------------

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor of the City of Danbury be and hereby is authorized to make application to the State of Connecticut under its Local Capital Improvement Program (LoCIP) in the amount of \$521,043.77 for the rebuilding and repaving of various roads, to execute any contracts or agreements in connection therewith, to accept payments and to do any and all things 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 City of Danbury is eligible to make application for State grant funds through the Office of Policy and Management under the Local Capital Improvement Program (LoCIP) for local programs within the meaning of Section 7-536(4) of the General Statutes of the State of Connecticut; and

WHEREAS, the City of Danbury desires to make application for a State grant in the amount of \$95,000.00 to cover the total costs of the Repair and/or Replacement of Roof - Fire and Police Maintenance Building; and

WHEREAS, said project is consistent with the City of Danbury's capital improvement program authorized for a five-year period by the Danbury Planning Commission on February 7, 1990 and February 6, 1991; and

WHEREAS, the City will maintain detailed accounting records of said project and make them available to the Office of Policy and Management of the State of Connecticut upon request; and

WHEREAS, the Common Council hereby approves said project and its financing; and

WHEREAS, the City of Danbury has received no prior local capital improvement grants under Connecticut General Statutes Section 7-536(4) except for completed and reimbursed project numbers:

034-88-010	City Hall Roof Replacement and/or Repair	\$ 65,311.00
034-88-020	Replacement of Tanks and Boilers in City Buildings	220,875.00
034-88-050	Rebuild and/or Repave Highways	83,617.00
034-89-020	Repair and/or Replace Roofs - City Buildings	176,700.00
034-89-030	Water Services - Tarrywile Park	123,668.23
034-90-010	Rebuild and/or Repave Highways	59,945.00

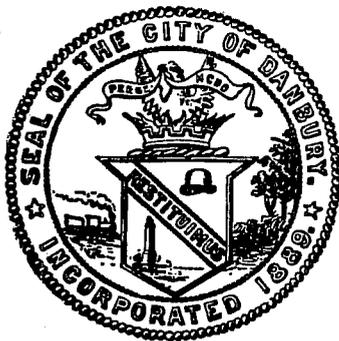
and

034-89-010	Completed Unreimbursed Project Replace Cross Street Bridge	35,775.00
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and

034-89-070	Uncompleted Project Replace Cross Street Bridge	234,245.00
------------	--	------------

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor of the City of Danbury be and hereby is authorized to make application to the State of Connecticut under its Local Capital Improvement Program (LoCIP) in the amount of \$95,000.00 to Repair and/or Replace the Roof - Fire and Police Maintenance Building, to execute any contracts or agreements in connection therewith, to accept payments and to do any and all things 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 City of Danbury is eligible to make application for State grant funds through the Office of Policy and Management under the Local Capital Improvement Program (LoCIP) for local programs within the meaning of Section 7-536(4) of the General Statutes of the State of Connecticut; and

WHEREAS, the City of Danbury desires to make application for a State grant in the amount of \$35,000.00 to cover the total costs of Downtown Park Improvements - "The Green"; and

WHEREAS, said project is consistent with the City of Danbury's capital improvement program authorized for a five-year period by the Danbury Planning Commission on February 7, 1990 and February 6, 1991; and

WHEREAS, the City will maintain detailed accounting records of said project and make them available to the Office of Policy and Management of the State of Connecticut upon request; and

WHEREAS, the Common Council hereby approves said project and its financing; and

WHEREAS, the City of Danbury has received no prior local capital improvement grants under Connecticut General Statutes Section 7-536(4) except for completed and reimbursed project numbers:

034-88-010	City Hall Roof Replacement and/or Repair	\$ 65,311.00
034-88-020	Replacement of Tanks and Boilers in City Buildings	220,875.00
034-88-050	Rebuild and/or Repave Highways	83,617.00
034-89-020	Repair and/or Replace Roofs - City Buildings	176,700.00
034-89-030	Water Services - Tarrywile Park	123,668.23
034-90-010	Rebuild and/or Repave Highways	59,945.00

and

034-89-010	Completed Unreimbursed Project Replace Cross Street Bridge	35,775.00
------------	--	-----------

and

034-89-070	Uncompleted Project Replace Cross Street Bridge	234,245.00
------------	---	------------

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor of the City of Danbury be and hereby is authorized to make application to the State of Connecticut under its Local Capital Improvement Program (LoCIP) in the amount of \$35,000.00 for Downtown Park Improvements - "The Green", to execute any contracts or agreements in connection therewith, to accept payments and to do any and all things 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 City of Danbury is eligible to make application for State grant funds through the Office of Policy and Management under the Local Capital Improvement Program (LoCIP) for local programs within the meaning of Section 7-536(4) of the General Statutes of the State of Connecticut; and

WHEREAS, the City of Danbury desires to make application for a State grant in the amount of \$50,000.00 to cover the total costs of river dredging; and

WHEREAS, said project is consistent with the City of Danbury's capital improvement program authorized for a five-year period by the Danbury Planning Commission on February 7, 1990 and February 6, 1991; and

WHEREAS, the City will maintain detailed accounting records of said project and make them available to the Office of Policy and Management of the State of Connecticut upon request; and

WHEREAS, the Common Council hereby approves said project and its financing; and

WHEREAS, the City of Danbury has received no prior local capital improvement grants under Connecticut General Statutes Section 7-536(4) except for completed and reimbursed project numbers:

034-88-010	City Hall Roof Replacement and/or Repair	\$ 65,311.00
034-88-020	Replacement of Tanks and Boilers in City Buildings	220,875.00
034-88-050	Rebuild and/or Repave Highways	83,617.00
034-89-020	Repair and/or Replace Roofs - City Buildings	176,700.00
034-89-030	Water Services - Tarrywile Park	123,668.23
034-90-010	Rebuild and/or Repave Highways	59,945.00

and

034-89-010	Completed Unreimbursed Project Replace Cross Street Bridge	35,775.00
------------	---	-----------

and

034-89-070	Uncompleted Project Replace Cross Street Bridge	234,245.00
------------	--	------------

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor of the City of Danbury be and hereby is authorized to make application to the State of Connecticut under its Local Capital Improvement Program (LoCIP) in the amount of \$50,000.00 for river dredging, to execute any contracts or agreements in connection therewith, to accept payments and to do any and all things necessary to effectuate the purposes hereof.



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CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ
MAYOR

(203) 797-4511

March 5, 1991

Honorable Members of the Common Council
City of Danbury, Connecticut 06810

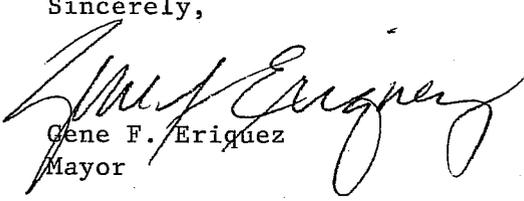
Dear Council Members:

Attached is a resolution for your approval pertaining to the Local Capital Improvement Program (LOCIP).

This will allow the City to apply for State LOCIP monies as previously reviewed by you during last spring's budget deliberations.

Thank you for your prompt attention to this matter.

Sincerely,


Gene F. Eriquez
Mayor

GFE/msm



8

CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ
MAYOR

(203) 797-4511

March 5, 1991

Honorable Members of the Common Council
City of Danbury, Connecticut 06810

Dear Council Members,

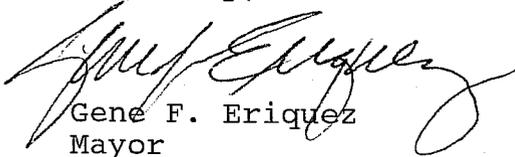
I respectfully submit, for your confirmation, the appointment of the following individual to the Economic Development Commission:

Daniel L. Daniels (D)
12 Boulevard Drive
Danbury, CT 06810

Mr. Daniels is a graduate of Dartmouth College and Harvard Law School. He is an Account Executive and Principal of the Settle Agency, Inc. Previously, he was employed as an attorney with the firm of Sullivan & Cromwell in New York. Mr. Daniels is a graduate of the Greater Danbury Chamber of Commerce "Leadership Danbury" program and serves as a member of the Allocations Review Sub Committee for the United Way of Northern Fairfield County.

Thank you for your cooperation 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

March 5, 1991

Honorable Members of the Common Council
City of Danbury, Connecticut 06810

Dear Council Members:

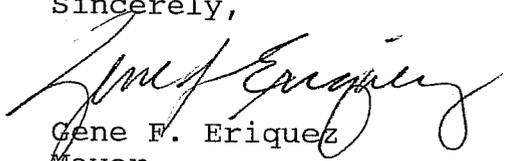
I hereby submit, for your confirmation and approval, the following appointment to the Equal Rights & Opportunities Commission:

Mrs. Dorothy Outlaw (D)
4 Merrimac Street
Danbury, CT 06810
Term to Expire: August 1, 1993
(H) 744-0330 (W) 743-3785

Mrs. Outlaw is a long time community volunteer. A Danbury native, she is very active in the Mt. Pleasant AME Zion Church and President of its Lay Council. She serves on the Head Start Advisory Council and on the Executive Board of the NAACP.

Thank you, in advance, for your timely confirmation of this appointment.

Sincerely,


Gene F. Eriquez
Mayor

GFE/msm



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ
MAYOR

(203) 797-4511

March 5, 1991

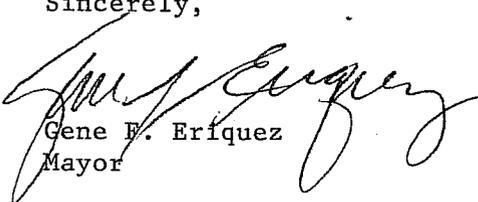
Honorable Members of the Common Council
City of Danbury, Connecticut 06810

Dear Council Members:

Please accept the attached donation for Interweave Adult Day Care Center
from Boehringer Ingelheim Corporation.

Thank you for your consideration of this item.

Sincerely,


Gene F. Eriquez
Mayor

GFE/msm

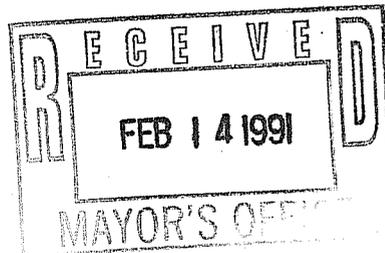


Boehringer
Ingelheim

DAVID W. NURNBERGER
Director, Public Affairs

Boehringer Ingelheim Corporation
90 East Ridge
P.O. Box 368
Ridgefield, Connecticut 06877

January 3, 1991



Ms. Diane Coviello
Coordinator
Interweave Adult Day Care Center
198 Main Street
Danbury, CT 06810

Dear Ms. Coviello:

It is my pleasure to be able to respond favorably to your letter of November 20, 1990 with the enclosed check in the amount of \$2,541.40.

This contribution to your organization is made possible through a special employee Dependent Care Account which, if there are funds remaining at year end, we turn over to a non-profit organization in greater Danbury.

Our interest in both child care and elder care is demonstrated, I believe, in our selection of Interweave for this one-time donation.

We are pleased to be able to assist you in this regard and ask that you contact me should you have any questions.

Best wishes for a successful 1991.

Sincerely,

DWN:mm

cc: G. Eriquez

91003DWN

*Done - this letter and
check was given
to the Comp Controller
LW*

printed on recycled paper

Telephone: (203) 431-5812
Telex: 179153 Answer back: BIC UT

CITIBANK

OFFICIAL CHECK

393171083

CITIBANK, N.A. NEW YORK, N.Y.

DATE 12/13/90

10-86
220

PAY ****Two thousand five hundred forty one dollars & 40/100****

TO ****Interweave Adult Day Care****
THE
ORDER
OF

****\$2,541.40****

NAME OF REMITTER

DRAWER: CITIBANK, N.A. CSC 399 Park Avenue #5972

ADDRESS

BY
AUTHORIZED SIGNATURE

PETER J. DODD
MANAGER



12

CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ
MAYOR

(203) 797-4511

March 5, 1991

Honorable Common Council Members
City of Danbury, Connecticut 06810

Dear Council Members,

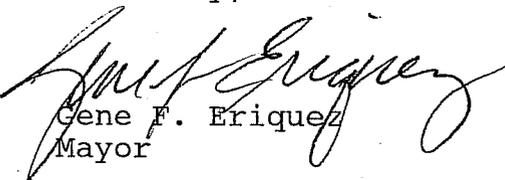
The Greater Danbury Board of Realtors has donated \$2,000 to the City of Danbury to help serve people who are homeless in our community.

This money was raised through the sale of "House Pins" made by a woman who was formerly homeless herself.

The Board has also indicated they may make an additional contribution to the City later this year. Please accept this donation on behalf of the City.

Thank you, in advance, for your prompt consideration of this matter.

Sincerely,


Gene F. Eriquez
Mayor



January 17, 1991

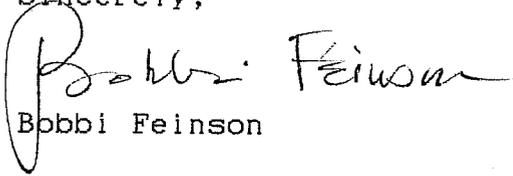
Comptroller's Office
City Hall
Deer Hill Avenue
Danbury, CT 06810

Gentlemen:

Enclosed is a \$100.00 contribution from Grolier to the
Danbury Youth Commission.

We would like you to release this amount to the Youth
Commission in our general fund.

Sincerely,

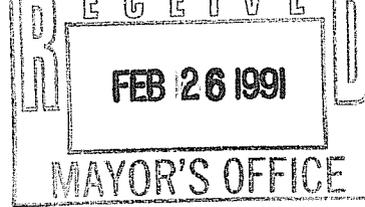

Bobbi Feinson



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810



RICHARD K. SMITH
TREE SUPERVISOR

FORESTRY DEPARTMENT
(203) 797-4536

February 25, 1991

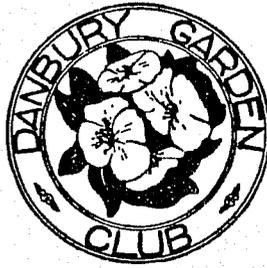
TO: Mayor Gene F. Enriquez & Members of the Common Council
FROM: Richard K. Smith, Tree Supervisor
RE: Acceptance of Monitorial Donation to the City of Danbury
Forestry Department, Line Item: Living Memorials

Attached please find a copy of a letter and check from the Danbury Garden Club regarding the planting of a "Freedom Tree".

I request the Council to authorize the acceptance of this gift to the appropriate line item in the Forestry Department. The Forestry Department will order, purchase and plant the "Freedom Tree" at the War Memorial as part of our beautification program to supplement our normal spring and fall planting program.

The check has been forwarded to the Director of Finance with a copy of the Garden Club letter and this letter. Thank you for your consideration in this matter.

cc: City Clerk
D. Setaro
file
B. Friscia



14

February 20, 1991

City of Danbury
Mr. Richard Smith, Superintendent of Forestry
Newtown Road
Danbury Ct. 06810

Dear Mr. Smith:

The Danbury Garden Club would like to plant a "Freedom Tree" at the War Memorial to honor the bicentennial signing of the United States Constitution. The Danbury Garden Club will plant a "Freedom Tree" every year for a minimum of five years.

We are enclosing a check in the amount of \$125.00 payable to the City of Danbury for a Bradford Pear tree. The Forestry Department states that this tree is available.

The Danbury Garden Club wishes to have this tree planted during the first week of April. It will be commemorated with proper, patriotic respect, gratitude, and loyalty to our great country.

Thank you for your courtesy.

Sincerely yours,

Lucy Brancato
Mrs. Leo Brancato
Civic Chairman
Danbury Garden Club

Enclosure (1)

437

DANBURY GARDEN CLUB

51-7249/2211

FEB. 19 1991

PAY TO THE ORDER OF CITY OF DANBURY \$ 125.00

ONE HUNDRED TWENTY-FIVE AND 00/100 DOLLARS



Danbury Savings and Loan

MAIN OFFICE
DANBURY, CONNECTICUT 06810

MEMO CITY - TREE

Mary D. McGinty

⑆221172490⑆ 915 765 4⑈ 0437 *(Circular stamp)*

SECURITY PAPER

SAFETY PAPER



14

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

FORESTRY DEPARTMENT
(203) 797-4536

RICHARD K. SMITH
TREE SUPERVISOR

February 25, 1991

TO: Mayor Gene F. Eriquez & Members of the Common Council
FROM: Richard K. Smith, Tree Supervisor
RE: Acceptance of Monitorial Donation to the City of Danbury
Forestry Department, Line Item: Living Memorials

Attached please find a copy of a letter and check from the Danbury Garden Club regarding the planting of a "Freedom Tree".

I request the Council to authorize the acceptance of this gift to the appropriate line item in the Forestry Department. The Forestry Department will order, purchase and plant the "Freedom Tree" at the War Memorial as part of our beautification program to supplement our normal spring and fall planting program.

The check has been forwarded to the Director of Finance with a copy of the Garden Club letter and this letter. Thank you for your consideration in this matter.

cc: ~~City Clerk~~
D. Setaro
file
B. Friscia



14

February 20, 1991

City of Danbury
Mr. Richard Smith, Superintendent of Forestry
Newtown Road
Danbury Ct. 06810

Dear Mr. Smith:

The Danbury Garden Club would like to plant a "Freedom Tree" at the War Memorial to honor the bicentennial signing of the United States Constitution. The Danbury Garden Club will plant a "Freedom Tree" every year for a minimum of five years.

We are enclosing a check in the amount of \$125.00 payable to the City of Danbury for a Bradford Pear tree. The Forestry Department states that this tree is available.

The Danbury Garden Club wishes to have this tree planted during the first week of April. It will be commemorated with proper, patriotic respect, gratitude, and loyalty to our great country.

Thank you for your courtesy.

Sincerely, yours,
Lily Brancato
Mrs. Leo Brancato
Civic Chairman
Danbury Garden Club

Enclosure (1)

437

DANBURY GARDEN CLUB

51-7249/2211

FEB. 19 1991

PAY TO THE ORDER OF

CITY OF DANBURY

\$ 125.00

ONE HUNDRED TWENTY-FIVE AND 00/100 DOLLARS



Danbury Savings and Loan

MAIN OFFICE
DANBURY, CONNECTICUT 06810

MEMO

CHECK - TREE

Mary D. McGinty

⑆221172490⑆ 915 765 4⑈ 0437

(Signature)

SECRET - SECURITY COPY

SAFETY PAPER

February 21, 1991

Mayor Gene Eriquez

City Hall

Dear Mayor Eriquez:

We have received the following donations:

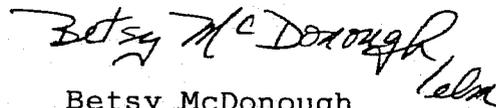
<u>DONOR</u>	<u>AMOUNT</u>
1. Danbury Public Schools Rita C. Crothers, Sec. 63 Beaver Brook Rd. Danbury, CT 06810	\$200.00
2. Edward & Mary Ann Frede 29 Southview Ave. Danbury, CT 06811	\$ 25.00

The funds need to be credited to the following line-items:

1. BOOKS-CHILDREN	02-07-101-061200 (\$200)
2. BOOKS	02-07-101-061201 (25.00)

Please place these items on the agenda for the March Common Council meeting.

Sincerely,



Betsy McDonough
Director

cc: D. Setaro
City Clerk ✓



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ
MAYOR

(203) 797-4511

March 5, 1991

Honorable Members of the Common Council
City of Danbury, Connecticut 06810

Dear Council Members:

The AIDS Project of Greater Danbury has received \$219,000 from the Department of Human Resources. This money was approved at the February 22, 1991 meeting of the Bonding Commission.

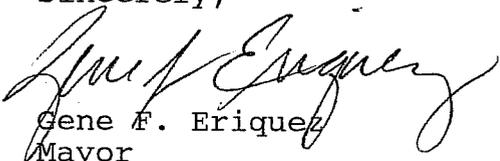
The money will be used to purchase a building for a group home for AIDS patients and for architect and legal fees. Additionally, it is expected that the APGD receive another grant, up to \$150,000, for renovations.

The City has been asked by the State to be designated as the pass through agency enabling this non-profit organization to receive these funds.

The Executive Director, Mr. Jim Harlow, has agreed to work with the Comptroller's office in order to facilitate this process.

Thank you, in advance, for your consideration of this matter.

Sincerely,


Gene F. Eriquez
Mayor

February 4, 1991

Gene F. Eriquez
Mayor - City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut 06810

Dear Mr. Eriquez:

AIDS Project of Greater Danbury, in collaboration with the Department of Human Resources, is putting together a group residence for Persons Living With AIDS in the Danbury Area. Ted Lewis, who is coordinating bonding proposals for DHR has requested that I approach the City of Danbury to act as a pass through agency for these bonding funds.

We anticipate the initial purchase to be around \$225,000 and renovations to be approximately \$150,000. This residence will be able to house eight Persons Living With AIDS and will make a significant impact on our ability to provide services in this area.

APGD is a non-profit corporation with an active 501-C status which requires that state funds be channeled through an agency with a master contract with DHR. If you have further questions pertaining to this project, please feel free to contact me.

Sincerely,



W. James Harlow
Executive Director

WJH/ps



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the State of Connecticut Department of Human Resources has offered to the AIDS Project Greater Danbury a Phase I grant in the amount of \$219,000.00 for the purpose of the purchase of a building (including architectural and legal fees), and an anticipated Phase II grant in an amount not to exceed \$125,000.00 for the accomplishment of renovations; and

WHEREAS, said funds have been approved by the State of Connecticut Bonding Commission as of February 22, 1991; and

WHEREAS, the Department of Human Resources has advised the recipient agency that since it is not permitted to make this allocation directly to said agency, the City of Danbury has been requested to act as the "facilitator" for purposes of passing these funds through from the State of Connecticut Department of Human Resources to the AIDS Project Greater Danbury; and

WHEREAS, said funds are to provide and fund such programs and projects as will further the efforts of the AIDS Project Greater Danbury; and

WHEREAS, the City of Danbury further finds that its role as "facilitator" for these funds would be in the best interests of the City;

NOW, THEREFORE, BE IT RESOLVED THAT to accomplish the purposes hereof, the Mayor of the City of Danbury, Gene F. Enriquez, be and hereby is authorized to execute and approve on behalf of the City of Danbury any and all documents necessary to permit the passage of these funds from the State of Connecticut Department of Human Resources to the recipient agency the AIDS Project Greater Danbury.



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

March 4, 1991

Honorable Mayor Gene Eriquez
Honorable Members of the Common Council

Ms. Bettina Wohlforth, a Danbury taxpayer who owns a property on Town Hill Avenue, has written to me and to Councilman John Esposito complaining about a frustrating experience trying to have City departments change her address for billing purposes.

Whether a result of inefficiency or a breakdown in communication, the fact was that Ms. Wohlforth did not receive the bills at her correct address. She notified the offices of the Tax Collector and the Water Department of the right address but to no avail. A lien was placed on her property and interest was charged on the outstanding balance. She complained to the Mayor's Office, and again her grievance was not redressed.

I ask that a committee be formed to look into the situation.

Respectfully submitted,

Mounir A. Farah, Councilman
Fourth Ward

18

Bettina Wohlforth
7 Keller Lane
Westport, Ct. 06880
January 3, 1991

Mr. Robert Godfrey
13 Stillman Avenue
Danbury, Ct. 06810

Dear Mr. Godfrey:

I am writing to you for help because I have exhausted all other possibilities. I own property in Danbury and have been experiencing significant trouble with the City of Danbury with regard to charges for services (water, sewer). The short of a very long story is that they refuse to recognize 7 Keller Lane, Westport as my mailing address even though I have made several attempts in person and in writing to convey this message. As a result, only a trickle, it that, of mail reaches my home. I have been charged interest on all of my bills as well as several leins, which I feel has been their error, not mine. In June 1989, I sent written notification of my permanent address which was received because the enclosed check was cashed. At the present time, I have a substantial, outstanding bill with more interest and lein charges. This bill was promised to me in September by a staff member in the Mayor's office, but it did not arrive until December. I do not wish to pay the extra charges because I have adequate documentation to prove that I have tried to correct the problem. Enclosed are copies of my correspondences with various people and departments in the town hall since June 1989.

I did contact the Attorney General for help. After waiting two months for a reply, I was informed that her office could not help me and it was suggested that I contact you. I desperately need your assistance. I am not asking for a lot as you can see by my requests outlined in my letter to Mayor Eriques dated August 15, 1990. The only additional request at this time is to have my current bill corrected.

As you can see by the numerous letters, this simple problem has become very complicated. I would like to have the opportunity to speak with you regarding this matter. I look forward to hearing from you.

Sincerely,

Bettina Wohlforth
Bettina Wohlforth

18
June 30, 1989

Tax Collector
City of Danbury

P.O. Box 237
Danbury, Ct. 06810

To Whom This Concerns:

Enclosed please find a check in the amount of \$146.26. This is to cover the water bill for property I own at 33 Town Hill Avenue. I apologize for the delay in payment, however, when I purchased the property in November 1988 I was given the impression that the monthly maintenance payment covered the cost for water. I did not expect to receive any bills and when my tenants did not forward them to me I was not concerned. I first became aware of this bill in June when my tenants moved. In the future, please send any bills to my mailing address of:

7 Keller Lane
Westport, Ct. 06880

Thank you.

Sincerely,

Bettina Wohlforth
Bettina Wohlforth

Very first correspondence. This was when I became aware of the problem.

05880 WDHLF

MEMBER'S ACCT. NUMBER 000211640	PERIOD ENDING 7/31/89	PAGE NO. 1
------------------------------------	--------------------------	---------------

10

BETTINA WJHLFORTH
 7 KELLER LANE
 WESTPORT, CONN.
 05880

EMPLOYER CODE 01	SOCIAL SECURITY NUMBER 042 44 9534	PAYROLL DEDUCTION AMOUNT
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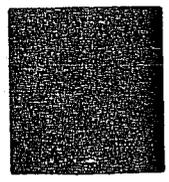
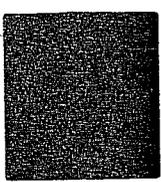
THIS STATEMENT: IT WILL BE THE ONLY RECEIPT GIVEN FOR PAYMENTS. NOTE-SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

TRANSACTION	DATE	COMMENT	DRAFT SERIAL	INCREASES	DECREASES	FINANCE CHARGE	BALANCE
		REGULAR SHARE	01-00				
		Previous Balance					3351 13
05	51	Payroll deposit		10000			3451 13
11	02	Check Withdrawal			241823-		1042 20
13	51	Payroll deposit		10000			1142 20
20	51	Payroll deposit		10000			1242 20
27	51	Payroll deposit		10000			1342 20
		New Balance					1342 20

		SHARE DRAFT	01-60				
		Previous Balance					524 21
03	32	Withdrawal by Draft	-970-		10000-		324 24
06	51	Payroll deposit		37128			3395 25
06	32	Withdrawal by Draft	-975-		145-		3394 24
07	32	Withdrawal by Draft	-974-		50000-		3344 24
10	32	Withdrawal by Draft	-977-		1499-		3323 23
11	01	Check Deposit	-980-	1000	4000-		3323 23
12	32	Withdrawal by Draft	-958-		8528-		3323 23
12	32	Withdrawal by Draft	-978-		1995-		3323 23
12	32	Withdrawal by Draft	-931-		2500-		3323 23
13	51	Payroll deposit		37128			3323 23
14	32	Withdrawal by Draft	-973-		9600-		3323 23
14	32	Withdrawal by Draft	-933-		10000-		3323 23
18	32	Withdrawal by Draft	-976-		75-		3323 23
19	32	Withdrawal by Draft	-977-		14626-		3323 23
19	32	Withdrawal by Draft	-989-		5000-		3323 23
20	51	Payroll deposit		37128			3323 23
20	32	Withdrawal by Draft	-934-		6689-		3323 23
20	32	Withdrawal by Draft	-985-		2780-		3323 23
20	32	Withdrawal by Draft	-937-		10346-		3323 23
21	32	Withdrawal by Draft	-932-		20000-		3323 23
21	32	Withdrawal by Draft	-971-		91000-		3323 23
25	32	Withdrawal by Draft	-991-		100000-		3323 23
27	51	Payroll deposit		37128			3323 23
27	32	Withdrawal by Draft	-936-		1597-		3323 23
27	32	Withdrawal by Draft	-990-		75000-		3323 23
31	32	Withdrawal by Draft	-992-		75000-		3323 23
31	32	Withdrawal by Draft	-994-		100000-		3323 23
		New Balance					3323 23

Bel

Bel



DUE 06/09/89

CITY OF DANBURY - PUBLIC UTILITIES - WATER DIVISION

PAY ON OR BEFORE 07/10/89

TAX COLLECTOR, CITY OF DANBURY, P.O. BOX 237, DANBURY, CONN. 06810
MAKE CHECKS PAYABLE TO
PLEASE PRESENT ENTIRE BILL WHEN MAKING PAYMENTS IN PERSON.

WATER USAGE BILL

ACCOUNT NUMBER

NAME AND ADDRESS

J15139-11

PERIOD COVERED

WOHLFORTH BETTINA A

FROM 3/01/89

J15139-11

TO 5/31/89

UNIT 11 TOWN HILL MANOR
31-33 TOWN HILL AVE
DANBURY CT

SERVICE FOR:

UNIT 11 TOWNHILL MANOR CONDO

06810

CURRENT BILL	ARREARS	INTEREST	LIEN	TOTAL DUE
--------------	---------	----------	------	-----------

63.42

63.42

5.42

14.00

146.26

FLAT RATE

May 29, 1990

Tax Collector
City of Danbury
P.O. Box 237
Danbury, Ct. 06810

Dear Tax Collector:

Enclosed you will find a copy of a letter that I sent to your office in June 1989 informing you of where to send my water bill for property that I own at 33 Town Hill Ave. Your office failed to pay attention to my request and only located my mailing address after applying a lein and interest on the unpaid balance. Had someone paid attention to my initial request, you would have been paid in a timely fashion. Must I go through this aggrevation every year??!!! As far as I am concerned this is not my error, therefore, I am not responsible for the additional money(lein, interest) Enclosed you will find a check in the amount of \$253.68 which covers the legitimate charge for water. Once again, in the future, please send the water bills to my mailing address of:

7 Keller Lane
Westport, Ct. 06880

Bettina Wohlforth
Bettina Wohlforth

100

BETTINA WOHLFORTH
7 KELLER LANE
WESTPORT CT 06880

FROM: TAX COLLECTOR
P.O. BOX 237
DANBURY, CT. 06813

OBJECT: Change of address DATE: 6/8/90

FOLD

on 4/20/90 your address was changed from Unit 11 Town Hill Manor, to 7 Keller Lane, Westport Ct 06880. This change was made after our Public Utilities department spoke to your tenant and they gave us your mailing address. As of that date we show no record of receiving a change from you. Therefore the entire amount of \$302.63 is owed.
$$\begin{array}{r} 302.63 \text{ Total due} \\ - 253.68 \text{ amt received} \\ \hline 48.95 \text{ Bal. due} \end{array}$$
 Please forward balance due before 7/2/90 to avoid further interest charges. (203) 797-4541

Signed: *Reswell Sweet*
Tax Collector

DATE

FOLD

Signed _____

Reply Message

When I went in person I showed the clerk this correspondence & indicated that the address was correct. She insisted that the address was correct & covered the e with a 1. As I have indicated to you my address is not correct with the tax collector's office.

Bettina Wohlforth
7 Keller Lane
Westport, Ct. 06880
Acct #J15139-11

Tax Collectors Office
P.O. Box 237
Danbury, Ct 06813

Enclosed you will find a check in the amount of \$48.95. This should pay my account in full and remove the lien that your office has placed on my property. Please contact me if you have any questions.

Bettina Wohlforth
Bettina Wohlforth

enc.

CK# 1319

PAY ON OR BEFORE 07/02/90
TAX COLLECTOR, CITY OF DANBURY, P.O. BOX 237, DANBURY, CONN. 06810
PLEASE PRESENT ENTIRE BILL WHEN MAKING PAYMENTS IN PERSON.

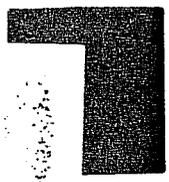
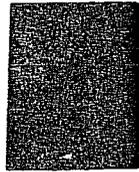
ACCOUNT NUMBER: J15139-11
NAME AND ADDRESS: WOHLFORTH BETTINA A, 7 KEELER LANE, WESTPORT CT, 06880
PERIOD COVERED: FROM 3/01/90 TO 5/31/90
WATER USAGE BILL

SERVICE FOR: UNIT 11 TOWNHILL MANOR CONDO

CURRENT BILL	ARREARS	INTEREST	LIEN	TOTAL DUE
63.42	190.26	19.95	29.00	302.63

FLAT RATE

The problem resurfaced. Again I tried to correct it.



18

Bettina Wohlforth
7 Keller Lane
Westport, Ct. 06880
August 15, 1990

227 8128

Mayor Gene Eriques
Town Hall
City of Danbury
Danbury, Ct.

Dear Mayor Eriques:

I am a taxpayer in the City of Danbury and have been since 1988. Currently, I am caught in a town hall beauracratc nightmare and I would like to enlist your help.

Since June, 1989, I have tried to correct my billing address with the tax collectors office. To date, I have been unsuccessful. As a result, I have had an unnecessary lein placed on my property for unpaid water charges.

The following is a chronological listing of events:

When I purchased the condo in November 1988, it was my impression that the water bill was paid with funds collected f. the monthly common charge. In June 1989, I discovered that this is not the case. The bill was unpaid and there had been a lein with interest on the unpaid charges. I paid both of them. At that time I notified the tax collectors office both by phone and in writing (please see the enclose letter) of my billing address. During the following year, no bills were sent to my home and being as I don't live in my condo, I never gave it a thought.

In June 1990, the tax collectors office finally became interested in the fact that I had not paid my water bill for one full year. They were able to track me down. Of course now there was another lein and more interest.

I went in person to the tax collectors office on June 18th to straighten this out and they insisted that they were never notified of my billing address. As you can see by my enclosed letter and checking account statement, the check was cashed, therefore, the notification letter was received and never processed.

At the time of my visit in June 1990, I attempted to discuss this matter with you, but you were on vacation. I was given the opportunity to speak with Mr. Basil Frascia, who said that he would look into the matter

Bettina Wohlforth
7 Keller Lane
Westport, Ct. 06880
Sept. 24, 1990

Mr. Damian St. James
City of Danbury
Office of the Mayor
P.O. Box 237
Danbury, Ct. 06810

Dear Mr. St. James:

Enclosed you will find copies of my letter to Mayor Enriquez and the supporting documentation. You will also find copies of the two water bills that I did receive long after they were due in June 1989 and June 1990. As I indicated to you over the telephone, I paid interest and lein charges to the City of Danbury on both of these bills.

I appreciate the time that you have given to my problem. I await your response.

Sincerely,

Bettina Wohlforth
Bettina Wohlforth

My last correspondance with the intern. My address is still incorrect.

18

Bettina Wohlforth
7 Keller Lane
Westport, Ct. 06880
October 15, 1990

Ms. Clarine Nardi Riddle
Attorney General
30 Trinity St.
Hartford, Ct. 06106

Dear Ms. Riddle:

I am writing to you for advice and direction. I am at the end of my rope with the City of Danbury officials and employees. The story begins in 1988, but I will try to highlight the important issues only.

In November 1988, I purchased a condo in the city of Danbury. In June 1989, I realized that the water bill was not paid through my monthly common charge. At that time, I contacted the tax collectors office both by phone and in writing to notify them of my mailing address in Westport for future bills and correspondences. Almost an entire year passed from that date before they sent me a water bill. By then there were lein and interest charges. They had my address as 7 Keeler Lane and there is no such street in Westport.

In any event, I contacted the tax collectors office in person in June 1990 to inform them that the address was incorrect and that I had not received any bills prior to the one with the additional charges. I agreed to pay for the legitimate water charges, but felt that I wasn't responsible for the interest and lein charges since the delay was not my error. Eventually I paid the fees because I didn't need trouble for my tenant, but I do feel strongly that the City of Danbury is responsible for this error. All I keep hearing from the officials and employees is that it is my responsibility to pay my bills. I don't dispute this. City ordinances clearly indicate that it is the responsibility of the superintendent of public utilities to maintain a complete list of individuals receiving services and the tax collector and her office collect the fees. I notified both the tax collector and her office of my correct address on more than one occasion and they chose to ignore me. Where does my responsibility end and theirs begin? If they are allowed to keep charging me interest with the only argument being that it is my responsibility to pay my bills, what is to stop them from sending me a bill in 5 years for a tax that I never heard of and demanding payment because it is my responsibility to pay me bills.?

I have enclosed copies of all of my correspondences with the City of Danbury for your review. I have made three requests

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to see the mayor and have been refused all three times. Even though they may see my problem as trivial, as a taxpayer, don't I have a right to see the mayor? Haven't I upheld my responsibilities? Where do their responsibilities to me, the taxpayer, come into play?

I have had more than one conversation with personnel in the mayor's office. Rather than give me an appointment to see the mayor, my "case" was "assigned" to an intern in that office. This intern listened to me, but was ineffective. He told me that he would change my address once and for all and that I would receive my September water bill and to date nothing has arrived in the mail. He also promised to get me an appointment to see the mayor and he has not called.

In listening to this intern, I learned a lot about the inner workings of the town hall. I haven't learned how to accomplish anything, but I realize that no person in that building will take responsibility for errors that they can cover with a so-called ordinance. I also find it interesting that I have paid interest and principal payments twice and that there is no record of my ever paying the money. Where did it go?

I am angry with the harassment I have received from the City of Danbury for the past two years and I am concerned about what other surprises await me from the town hall. I have never dealt with a more inefficient facility.

As you can see by the enclosed letters, I have made three requests of the City officials (specifically the Mayor). They are as follows:

1. I would like to have my address corrected to read 7 Keller Lane, not Keeler.
2. I would like to have my \$48.95 returned to me which is the principal and interest money that I unnecessarily paid in June 1990.
3. I would like a statement on town letterhead indicating that the principal was placed in error by the City of Danbury. I am proud of my good credit rating and I do not enjoy losing it for their errors.

I realize that you may not be the person to help me, but I desperately need direction. I await your reply.

Sincerely,

Bettina Wohlforth
Bettina Wohlforth

18

State of Connecticut

CLARINE NARDI RIDDLE
ATTORNEY GENERAL



Office of The Attorney General

55 ELM STREET
P.O. BOX 120
HARTFORD, CT 06101
TELECOPIER (203) 566-1704

Tel: (203)566-2026

December 6, 1990

Ms. Mettina Wohlforth
7 Keller Lane
Westport, CT 06880

Dear Ms. Wohlforth:

This is to acknowledge receipt of your letter of October 15, 1990 to the Honorable Clarine Nardi Riddle, Attorney General of the State of Connecticut.

This office is limited by statute to rendering advice and opinions to state boards, commissions and officers thereof and we regret, therefore, that we can not be of direct assistance to you in this matter.

I would respectfully suggest that you may wish to address your concerns to the council person who represents your district and request his or her assistance.

In anticipation of the fact that you may wish to use the material you enclosed with your letter in the future, I am returning that to you.

I hope that this is of assistance to you.

Very truly yours,

CLARINE NARDI RIDDLE
ATTORNEY GENERAL

BY:

James J. Grady
Special Counsel to Attorney General

JJG/ps

enc.



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

**DEPARTMENT
OF FINANCE**

February 25, 1991

Certification #12

TO: Common Council via
Mayor Gene F. Eriquez

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

Attached you will find a copy of a letter that was sent to me by John D. Heidenreich, Director of Finance and Support Services, Danbury Public Schools, on February 8, 1991.

According to state statutes each town or regional school district is responsible for providing health and welfare services (school nurses, physicians, psychologists, etc.) for the parochial and private schools in its city or town. The State of Connecticut prior to this fiscal year would reimburse us 80% of the cost and the city was responsible for the 20% difference.

As you can see from the attached communication, we had budgeted \$58,979.00 based on an estimate that was provided to us by the School Department in February of 1990. According to the estimated health and welfare budget provided to me as updated by the School Department, the city would have been responsible for increasing that appropriation to \$71,260.00. While this request was in transit, the Governor released his budget and after careful review of that budget document, it has been confirmed to this office that the State of Connecticut will no longer reimburse us for any health and welfare cost. Therefore, each municipality is now responsible 100% for this. Because of the way the State records the actual payment, this will have an effect on the city for the current fiscal year and every fiscal year thereafter.

Therefore, the budget for health and welfare must now be amended to reflect the current total expenditure of \$356,300.00. Since we currently have appropriated \$58,979.00, the amount needed will be \$297,321.00. I hereby certify the availability of \$297,321.00 to be transferred from the Contingency Fund to the line item entitled Education Health and Welfare Services, account #02-06-001-072000.

Common Council via
Mayor Gene F. Eriquez
Certification #12
Page 2

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

Balance of Contingency Fund	\$351,434.80
Less pending requests	-0-
Less this request	-297,321.00
	<u>\$ 54,113.80</u>



Dominic A. Setaro, Jr.

DAS:af
Attachment

c: John D. Heidenreich

18

DANBURY PUBLIC SCHOOLS
ADMINISTRATION BUILDING
1 SCHOOL RIDGE ROAD
DANBURY, CONNECTICUT 06811-5299
(203) 797-4703

JOHN D. HEIDENREICH

DIRECTOR FINANCE & SUPPORT SERVICES

February 8, 1991

Dominic A. Setaro, Jr.
Director of Finance
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Dear Dom:

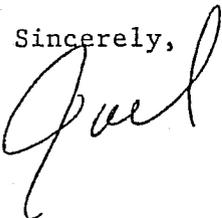
Our estimates for Health and Welfare budget financials are:

	<u>1990-1991</u>		<u>1991-1992</u>
	<u>2/7/90</u>	<u>2/8/91</u>	<u>2/8/91</u>
Estimated 10-217 Cost	\$368,860	\$356,300	\$371,727
20% Non Reimbursed	73,772	71,260	74,345
Estimated amount to charge other Towns	- 14,793	-0-	-0-
Estimated Cost to Danbury	58,979	71,260	74,345

Dom, the difference in 1990-1991 is that in Bill Throop's original budget estimate the then current law allowed a charge back to other towns.

This law was changed and is no longer applicable. Our new estimate for 1990-1991 is shown as well as our 1991-1992 Budget estimate.

Sincerely,



JDH/ea

RECEIVED
FINANCE DEPT.

FEB 8 1991

TO: Jack Heidenreich

FROM: William H. Throop *WHT*

RE: Projected Cost of 10-217a - Health and Welfare Funding

DATE: February 7, 1990

The following chart estimates costs for the 10-217a Grant for the coming year. Assumptions in making these estimates are that the program continues as it exists presently, that the students in non-public schools will remain relatively static and that the State legislature will not change the existing funding formula. Assumptions as to the first two issues have reasonable probability. It appears that there will be a good deal of discussion and possible change in the funding formula enacted in the past legislature but this will not be known for some period of time. Understanding these factors, the estimated non-reimbursed cost to be absorbed by the City for the 1990-91 school year is estimated at \$58,979.00.

1990-91 10-217a Estimated Cost	\$368,860.00
Estimated Total Number of Students	1920
20% Non-Reimbursed	\$ 73,772.00
Non-Reimbursed Cost/Student	\$ 38.42
Estimated Number Non-Resident Students	385
Estimated Amount Charged to Other Towns	\$ 14,793.00
Estimated Costs to Danbury	\$ 58,979.00

/mgf



19

CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

**DEPARTMENT
OF FINANCE**

February 27, 1991

Certification #13

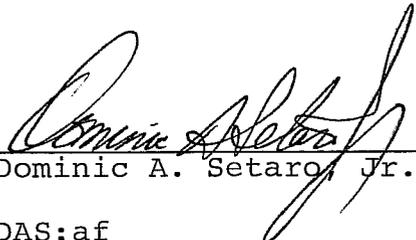
TO: Common Council via
Mayor Gene F. Eriquez

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

I hereby certify the availability of \$54,113.80 to be transferred from the Contingency Fund to the following accounts in the Corporation Counsel's budget.

02-01-150-020108	Litigation Special	\$43,480.80
02-01-150-029500	Outside Services	\$10,633.00

Balance of Contingency Fund	\$351,434.80
Less pending request	-297,321.00
Less this request	-54,113.80
Balance	<u>-0-</u>



Dominic A. Setaro, Jr.

DAS:af



CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810
OFFICE OF THE CORPORATION COUNSEL

PLEASE REPLY TO:

February 25, 1991

DANBURY, CT 06810

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

Re: Request for Funds

Dear Mayor and Council Members:

As many of you know, the task of estimating the funding requirements of this office more than one year in advance is at best, imprecise. Although all departments must use guesswork to some degree to arrive at their projections, we are particularly vulnerable to conditions beyond our control. It is virtually impossible to predict with any degree of confidence what level of litigation activity to expect in an upcoming fiscal year.

This year, as in the past, it has become necessary to seek additional funds to cover significant, unanticipated costs of litigation. To say that this has been a busy year would be a gross understatement. As I indicated to you in my letter of January 28, 1991, each year we manage hundreds of cases and separate files and subfiles, and this year is no exception.

We are proud of the results we have been able to achieve thus far this year, including dramatic victories in the cases brought by Mr. Peter Scalzo against the Planning and Zoning Commissions and the ZBA, in the case of Barry v. Danbury Zoning Commission (Teletrack) as well as in the case of Guardian Systems v. Danbury. In addition, we have worked hard to reach outstanding resolutions in First Danbury v. Danbury Planning Commission, Ralto Developers v. EIC, Danbury Square Ltd. v. Danbury Planning Commission and Payne v. Carvalho. Each of

Hon. Gene F. Enriquez, Mayor
Hon. Members of the Common Council
Re: Request for Funds
February 27, 1991

these cases posed significant economic risks for the City. Their resolution is a great source of satisfaction for us, as I am sure it must be for you as well.

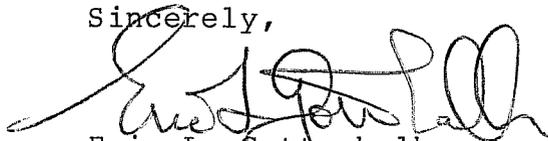
We expect to continue to achieve excellent results such as these; however, the cost of doing so requires that we seek the assistance of the Mayor and the Common Council. At this point, accounts covering Litigation Services and Outside Services have been depleted and are in urgent need of an infusion of funds.

Accordingly, due primarily to work generated by the Redevelopment Project, the casework described above as well as to ongoing land use appeals, we must request a transfer of additional funds. We estimate that based upon past experience, we will expend an additional \$56,652.00 over and above current funding levels. We recognize that the Contingency Account contains only \$54,113.80 and so, we have adjusted our request accordingly.

Therefore, please transfer \$43,480.80 from Contingency to Litigation Special - Acct. No. 02-01-150-020108 and an additional \$10,633.00 to Outside Services - Acct. No. 02-01-150-029500. These figures were derived from a careful evaluation of pending matters as well as from discussions with the Mayor and Director of Finance, Dominic A. Setaro, Jr.. It is our clear expectation, based upon certain reasonable assumptions, that, if approved, these transfers will permit us to continue to perform all necessary work for the remainder of this fiscal year. A final observation is in order. Note that if you add our estimate of the expenses for the balance of the fiscal year (\$56,652.00) to the amount that was established in this year's budget for litigation (\$55,000.00), that figure corresponds quite well to our pre-budget estimate of our litigation expenses for the year (\$113,100.00).

If you have any questions or if I can supply you with additional information regarding the foregoing, please feel free to contact me.

Sincerely,



Eric L. Gottschalk
Acting Corporation Counsel

ELG:r

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



20

CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

DEPARTMENT
OF FINANCE

February 27, 1991

Certification

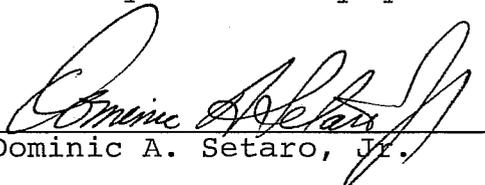
TO: Common Council via
Mayor Gene F. Eriquez

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

RE: **Airport**

I hereby certify the availability of \$50,000.00 to be transferred from Funds Reserved for Airport Improvements to the capital account entitled Airport Gates and Fences. This transfer has no impact on the contingency since the city has, prior to this certification, \$171,350.00 remaining in the reserve for airport improvements which resulted from the sale of city land to the State of Connecticut, which monies must be used specifically for airport improvements.

Should you have any questions, please call me.



Dominic A. Setaro, Jr.

DAS:af

c: Paul Estefan, Airport Administrator



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DANBURY MUNICIPAL AIRPORT
P.O. BOX 2299
WIBLING ROAD

AIRPORT ADMINISTRATOR
PAUL D. ESTEFAN
(203) 797-4624

Mayor Gene Eriquez
City of Danbury
Danbury, CT

February 26, 1991

Dear Mayor Eriquez

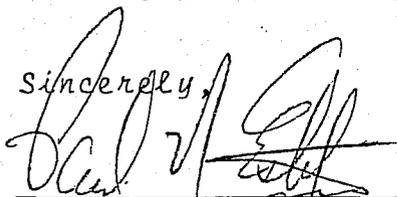
Requesting additional fifty/ ^{Thousand} (\$50,000) dollars of the escrow monies be transferred to the airport Fencing account.

We have to do fencing in the following areas:

Executive Air
B.A.C.
Air Traffic Control Tower
Tower Ramp
Reliant Aircraft Service

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

Sincerely,



Paul D. Estefan
Airport Administrator

cc: Dom Setaro
(disk9/mayor11)



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

21

**DEPARTMENT
OF FINANCE**

February 27, 1991

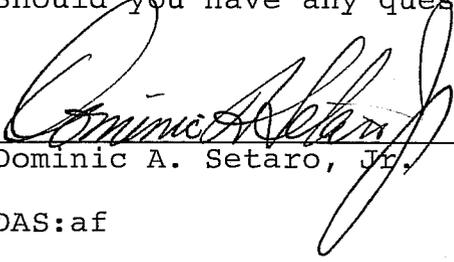
Certification

TO: Common Council via
Mayor Gene F. Eriquez

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

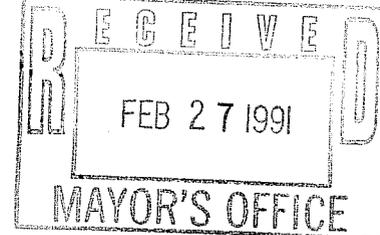
We hereby certify the availability of \$45,000.00 to be transferred from the city's insurance and official bond premium account for worker's compensation, account #02-09-160-076600. These funds are to be placed in the Welfare Department, account #02-05-100-026000. Please note that the public welfare line item will also be increased by an additional \$405,000 which will be reimbursed by the State of Connecticut. The offset will be to the public welfare revenue line item in the amount of \$405,000. This transfer is being made from the insurance account as a result of the contingency account balance being currently at zero. This transfer is permitted by the City Charter during the last four months of the fiscal year.

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



Dominic A. Setaro, Jr.

DAS:af



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

Welfare Department
797-4569

February 27, 1991

Honorable Gene F. Eriquez
Mayor, City of Danbury
Danbury, CT 06810

RE: Request for additional funds

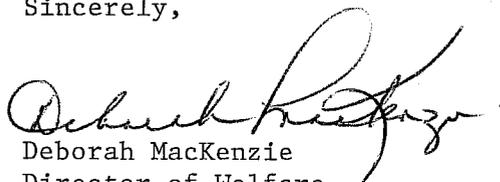
Dear Mayor Eriquez:

As you know, Welfare caseloads and costs have been soaring across the state. Danbury's situation is the same.

I am projecting that we will need an additional \$450,000.00. This \$450,000.00 will be reimbursed at the rate of 90% by the State of CT Department of Income Maintenance. The City's actual cost will be \$45,000.00.

Thank you for your consideration of this request.

Sincerely,


Deborah MacKenzie
Director of Welfare

cc: Joseph DaSilva, President, Common Council
Dominic Setaro, Finance Director

DM:bbc





21

CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

Welfare Department
797-4569

February 27, 1991

Honorable Gene F. Eriquez
Mayor, City of Danbury
Danbury, CT 06810

RE: Request for additional funds

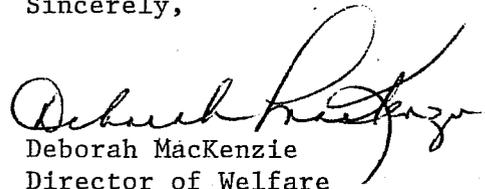
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Thank you for your consideration of this request.

Sincerely,


Deborah MacKenzie
Director of Welfare

cc: Joseph DaSilva, President, Common Council
Dominic Setaro, Finance Director

DM:bbc





22

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

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

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

February 27, 1991

TO: Mayor Gene F. Eriquez and
Members of the Common Council

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

RE: D.A.Y.O. Request

It is my pleasure to request that the enclosed letter be placed on the February Common Council agenda.

The D.A.Y.O. organization is the sponsoring agency of the Trojan Pop Warner football team. They are proposing to erect a storage building at Osborne Street Field. They will incur all costs and the building will be a gift to the City of Danbury.

RGR:fl
c: City Clerk

22

February 26, 1991

Mr. Robert G. Ryerson, Director
Parks and Recreation Department
Hatters Community Park
7 East Hayestown Road
Danbury, CT 06811

RE: Osborne Street Facility

Dear Bob:

Pursuant to our conversation please consider this letter our formal request for D.A.Y.O. to erect a slab-on-grade, concrete block storage facility at the above referenced location. As you are aware, we currently store all of our equipment at the Rogers Park School in portable containers which are located in their parking lot. This new facility would be used by both the Danbury Trojans and the Vikings. All costs related to the planning and construction of this facility would be paid for by our organization from funds currently on deposit.

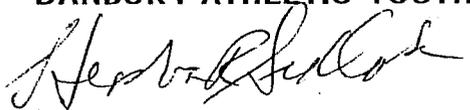
It is our understanding that city funds were allocated for the creation of a gravel parking lot at the North end of the field and it would be our intention to incorporate this new facility in that general area.

Bob, we would ask that you present our proposal to the appropriate parties within the administration and advise us of their decision. We would like to have this facility completed prior to the commencement of our 1991 season which starts on August 1st.

Thanking you for your cooperation, we are

Very truly yours,

DANBURY ATHLETIC YOUTH ORGANIZATION, INC.



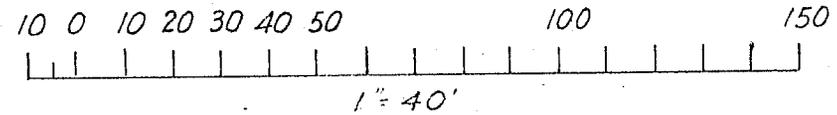
Stephen R. Setlak
President

584 45 101.70

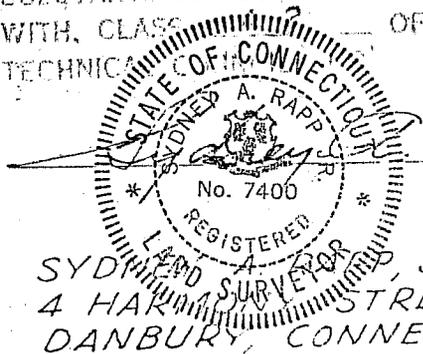
SOUTH STREET

REFERENCE MADE TO MAP PREPARED
BY THIS OFFICE FOR NICHOLAS P. MACELLETTI,
DATED APRIL 12, 1966

MAP PREPARED FOR
NICHOLAS P. MACELLETTI
53 SOUTH STREET
DANBURY, CONNECTICUT
SCALE: 1"=40' APR. 7, 1978



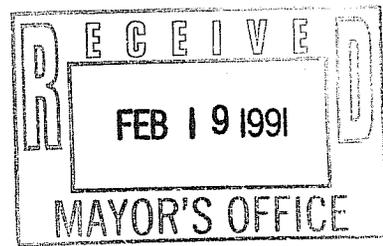
I HEREBY CERTIFY THIS MAP TO BE
SUBSTANTIALLY CORRECT AND IN ACCORDANCE
WITH, CLASS _____ OF CODE OF CONN.
TECHNICAL SURVEYING



Sydney A. Rapp Jr.

SYDNEY A. RAPP, JR. R.L.S. NO. 7400
4 HARKNESS STREET
DANBURY, CONNECTICUT

6548



REVISED 4-26-78

RECEIVED
FEB 19 1991
MAYOR'S OFFICE

February 16, 1991

Honorable Mayor Gene Eriquez
Danbury City Hall
155 Deer Hill Avenue
Danbury, Conn. 06810

Re: Real Estate Property at
53 South Street, Danbury, Conn.

Dear Mayor Eriquez;

My wife and I own a large parcel of land, with buildings, at 53 South Street, Danbury, Conn. We would like to offer it for sale to the City of Danbury at a price of \$ 795,000.00.

It is zoned R12, with City Sewer, Gas and Water facilities. We feel that this parcel of land, located within the City, would be ideal for Multiple Housing Units. It presently consists of two Apartments, with two separate Heating Systems, together with a detached two Car Garage.

I have included a Survey Map of the Property for your further consideration.

Respectfully yours,



Nicholas P. Macelletti
117 Deer Hill Avenue
Danbury, Conn. 06810

Tel. No. 748-5276, Anytime.



24

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

WATER AND SEWER DEPARTMENTS
797-4539

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

February 6, 1991

TO: City of Danbury Common Council
FROM: Mr. William Buckley, Supt. of Public Utilities
RE: CEDAR HEIGHTS WATER COMPANY/LOT # K04114 - 101-103 Lakeview Ave

Dear Common Council Members:

The above referenced property has been in front of the Council on a number of occasions and at this time I would like you to entertain a proposal of declaring the property as surplus and authorizing the sale of the property to the Cedar Heights Water Company, doing business as Rural Water Company, Inc. The property is not developable because of a public water supply well on the adjacent lot. The only practical use of the property is for additional drinking water well development by the Rural Water Company, Inc. The choice would be to have the city of Danbury keep the property and develop wells on it and sell the water to Rural Water Company or sell the property directly to Rural Water and let them develop the additional water supply wells on the property. It is my feeling that the later is the better of the two choices and once the Council has declared the property surplus and authorizes us to sell it to Rural Water Company, we can proceed in that manner. I have discussed this matter with Mr. Rick Gottschalk, our Corporation Counsel and both of us would be pleased to attend any meeting you may have to answer further questions regarding this property.

WJB:bds

CC: Mayor Gene Eriquez
Mr. Rick Gottschalk
Mr. Dom Setaro
Mr. Jack Schweitzer
Mr. Steve Palizzi





25

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

WATER AND SEWER DEPARTMENTS
797-4539

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

February 26, 1991

TO: CITY OF DANBURY COMMON COUNCIL
FROM: Mr. *William Buckley*, Supt. of Public Utilities
RE: PLUMTREES ROAD LOT #L12015

Dear Common Council:

As you can see from the attached departmental correspondence the attached letter from Mr. Dennis McDonald to Mr. Seri was referred down to the Water and Sewer Department for handling. The letter from Mr. McDonald requests that the City of Danbury extend sewer and water mains to service the above referenced property. It is my understanding that the BRT Corporation, represented by Mr. McDonald, is aware that we are conducting a study on Plumtrees Road for bringing sewage from the Beaver Brook pump station, located behind Bradlees, to the sewage treatment plant. It is my understanding that they are requesting that their property be looked at in the development of this plan to determine and be certain that it can be served by the sanitary sewer.

I believe that if extra work is done to address this matter for BRT, they should pay for their share of the expense. Keep in mind that the entire project has been ordered by the courts and that we are not allowed to spend any money on the project other than what the State has determined is "necessary". I think it would be a good idea to look at their property if they so desire, however, they would have to pick up their share of the expenses and therefore I think that Common Council approval is necessary.



If you agree, you can approve of the concept of including them in the study and I will bill them accordingly for the work. I will do so through some contractual agreement authorized by our Corporation Counsel's office so that the City of Danbury is protected.

WJB:bds

cc: Mayor Gene Enriquez
Mr. Rick Gottschalk
Mr. Bob Ogden
Mr. Dennis McDonald

ENCLOSURE

DEPARTMENTAL CORRESPONDENCE

CITY OF DANBURY

PUBLIC UTILITIES

FEB 6 1991

Discard Date.....
Permanent.....
File Code.....

TO Robert Ogden DEPT Public Utilities
FROM Jimmetta Samaha DEPT Assistant City Clerk
SUBJECT Sewer and Water Extension Study DATE February 5, 1991

Bob:

Joe DaSilva asked me to forward this to you for your handling. He said that if you have any problems with it please call him.

25

Thanks.

JLS



File 25

BRT

50 NEWTOWN ROAD

BOX 336

DANBURY, CONNECTICUT 06810

January 15, 1991

Mr. Michael Seri
Town Clerk
City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut 06810

Re: Plumtrees Road
Grand List 2362
Lot #L12015

Dear Mr. Seri:

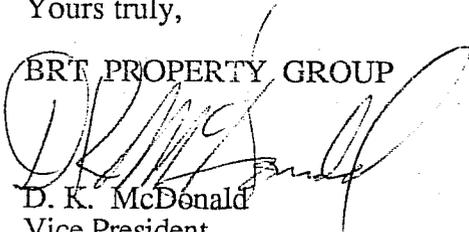
I am formally requesting that the City of Danbury extend sewer and water main service to the above listed property at the earliest possible date.

I would hope that this request could be included in the sewer and water extension study that is currently being performed by Haestad Inc. of Waterbury for the city's properties on Plumtrees Road immediately to the east of our property.

I await further disposition of this matter.

Yours truly,

BRT PROPERTY GROUP


D. K. McDonald
Vice President

DKM/emw

RECEIVED

JAN 23 1991

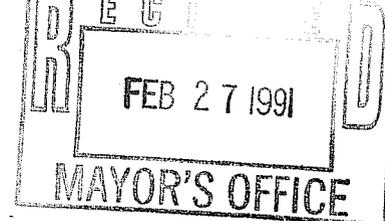
TOWN CLERK'S OFFICE
DANBURY, CT



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810



26

February 25, 1991

ENGINEERING DEPARTMENT
(203) 797-4641

JOHN A. SCHWEITZER, JR., P.E.
CITY ENGINEER

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

Dear Mayor Eriquez and Common Council Members:

**Donation of Land
Chambers Road**

Item 24 of the February 5, 1991 Common Council meeting minutes referred to our office for a thirty day report the proposal from Edwin G. Fernard, M.D. to donate two parcels of land to the City.

Both parcels of lands are of value to the City. Parcel "X" would be used for future improvements to Chambers Road. Parcel "Y" is adjacent to City owned land at Upper Kohanza Reservoir.

This proposed subdivision of land owned by Edwin G. Fernand and Patricia A. Fernand is presently before the City's Planning Commission. It has not yet been approved.

We recommend that both parcels of land be accepted by the City. We suggest that the Common Council request an opinion from the Corporation Counsel's office as to whether formal acceptance should wait for action on the proposed subdivision by the Planning Commission.

If you have any questions, please contact our office.

Very truly yours,

John A. Schweitzer, Jr., P.E.
City Engineer

JAS/PAE/gw

- c: Basil Friscia
- Public Works Director
- Eric L. Gottschalk, Esq.
- William Buckley, Jr., P.E. with encl.
- Frank Cavagna with encl.
- Joseph Justino



26

CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810
OFFICE OF THE CORPORATION COUNSEL

PLEASE REPLY TO:

February 25, 1991

DANBURY, CT 06810

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

Re: Offer of Property - 44 Chambers Road
Edwin G. Fernand, M.D.
February Agenda Item #24

Dear Mayor and Council Members:

I have reviewed the above-referenced subject and can now advise you further about the matter. The offers have been made by the developer in order, in part, to comply with Subdivision Regulations, and in part to make logical use of all areas of the property in question.

The first parcel has been offered as a typical road widening strip to be used by the City in the event that a future road widening plan is implemented. This offer is consistent with Subdivision Regulation requirements and should be accepted unless the City Engineer finds that special circumstances exist which would suggest otherwise. The second parcel is offered as an additional reservoir buffer. Subdivision regulations require that such buffers be maintained. The developer has made this offer because the parcel in question is not otherwise required to insure that the balance of the development is in compliance with the Subdivision Regulations. I have checked with Planning Department personnel who advise me that the offer is consistent with the intent of the Regulations. Again, this offer may be accepted by the Common Council unless the City Engineer finds that circumstances exist which would suggest otherwise.

Sincerely,

Eric L. Gottschalk
Acting Corporation Counsel



ELG:r



200

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

February 25, 1991

ENGINEERING DEPARTMENT
(203) 797-4641

JOHN A. SCHWEITZER, JR., P.E.
CITY ENGINEER

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

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Chambers Road

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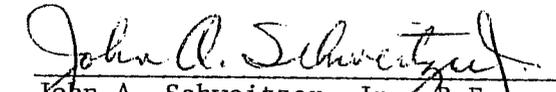
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If you have any questions, please contact our office.

Very truly yours,


John A. Schweitzer, Jr., P.E.
City Engineer

JAS/PAE/gw

c: Basil Friscia
Public Works Director
Eric L. Gottschalk, Esq.
William Buckley, Jr., P.E. with encl.
Frank Cavagna with encl.
Joseph Justino



27

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

PLANNING & ZONING DEPARTMENT
(203) 797-4525

Date: February 5, 1991

To: Dennis I. Elpern, Planning Director *OK DE*

From: Heidi C. Tolo, Associate Planner *HCT*

Re: Results of Holley Street Extension Survey

In December 1990, the Common Council requested that a survey be conducted of the residents of Holley Street Extension to determine whether or not sufficient support existed for a name change proposed by three residents of the street. I mailed the survey to the owners of the 21 parcels that are on Holley Street Extension. I received 15 responses, a response rate of 71%. Please find below the results of the survey:

3 property owners (20% of the respondents) are in favor of the proposed name change to Mid Rock Road;

12 property owners (80% of the respondents) are opposed to the proposed name change.

I will keep the survey returns in our address file for future reference.

I would like to repeat the recommendation that Anne DeFlumeri and I made to the Council in our memo dated November 5, 1990. In our opinion, the Tax Assessor's office should be authorized to change their records so that Holley Street Extension is carried as a separate street. We would also recommend that new street numbers be assigned to the parcels on Holley Street Extension to eliminate any duplication of street numbers on Holley Street and Holley Street Extension. Mr. George Dzendzel, the property owner who wrote the letter requesting the name change, contacted me by telephone and informed me that he believes renumbering the street would correct the mail delivery problems he has been experiencing. We would once again recommend that the Council follow this course of action.

c: Mayor Gene Eriquez
Joseph DaSilva, President, Common Council
Anne DeFlumeri, Tax Assessor
Patricia Ellsworth, Assistant City Engineer



27

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

PLANNING & ZONING DEPARTMENT
(203) 797-4525

November 5, 1990

TO: Dennis I. Elpern, Planning Director

FROM: Heidi C. Tolo, Associate Planner

**RE: Common Council Referral -
Proposal to Change Name of
Holley Street Extension**

*OK
HCE*

At the October 2, 1990 meeting of the Common Council, a letter from Mr. George Dzendzel (dated September 4, 1990) was received and referred to our department for a report. In his letter, Mr. Dzendzel expressed several concerns about the status of Holley Street Extension and the street addresses that are used on Holley Street and Holley Street Extension. Apparently, Mr. Dzendzel has experienced some difficulty in receiving his mail as a result of the duplication of street numbers on Holley Street and Holley Street Extension. Mr. Dzendzel suggested that the name of Holley Street Extension be changed to Mid Rock Road to eliminate the problem.

I have met with Anne DeFlumeri, Tax Assessor, to discuss these concerns. Mr. Dzendzel's proposal to change the name of the street is the most extreme response to the problem. It will most likely be very inconvenient for the residents of Holley Street Extension, as it will require those individuals to notify all of their correspondents of the name change. In addition, it will very likely be confusing for others who know the street as Holley Street Extension.

Mrs. DeFlumeri and I propose an alternate course of action that we believe will alleviate the problem with a minimal amount of disruption to the residents of Holley Street Extension. Currently, the parcels that are located on Holley Street Extension are carried by the Tax Assessor's Office as part of Holley Street. We recommend that the Tax Assessor's Office change their records so that Holley Street Extension is carried as a separate street. Secondly, we suggest that new street numbers be assigned to the parcels on Holley Street Extension. I have reviewed the addresses currently being used and have determined a new numbering system for the street, as shown on the attached list. The addresses do not begin at #1 but are consecutive to the addresses on Holley Street so that there will not be parcels on Holley Street Extension with the same street numbers as parcels on Holley Street.

Mrs. DeFlumeri and I believe that these changes will correct the address duplication problems that some residents of Holley Street Extension have been experiencing, with a minimal amount of disruption and confusion to the other residents of the street.

Please note that should the Council decide to accept these recommendations, those individuals who own property on Holley Street Extension will need to be notified by the Council of their new address assignments. In addition, please contact me so that I may inform the Post Office, the E911 coordinator and the other appropriate City departments of the new address assignments.

HOLLEY STREET EXTENSION

Street Address Assignments

Tax Assessor's Lot #
(north side)

Property Owner's Name

Assigned Street #

K12088	James Realty Inc. & Fred Parille	#47
K12087	Noel & Cheri Flannery	#49
K12086	Robert & Maria Trocola	#51
K12085	Katherine & Daniel Trocolla	#53
K12084	Kenneth & Annette Adams	#55
J12203	Louise Clarkson; Vincent & Constance Trocola	#57
J12204	Irene Ward	#59
J12205	John & Florence Bouchard	#61
J12206	Joseph & Rose Capozza	#63

(south side)

K12071	David & Irene Tyrell	#44
K12072	Gloria LoStocco	#46
K12073	John Riley	#48
K12074	Elliott Fiddner	#50
K12075	George Dzendzel	#52
K12076	Andrew & Margaret Zanzel	#54
K12077	John Demecs	#56
K12078	John Zanzal	#58
K12079	Larry Cugini	#60
K12080	" "	#62
K12081	Rita Barchi & Rita Langford	#64
K12082	Mary DeGross	#66
K12083	Peter Barchi	#68

28

February 11, 1991

Danbury City Council
City Hall
155 Dear Hill Avenue
Danbury, CT 06810

To whom it may concern:

The home owners of Benham Street formally request that the City Of Danbury bring our street up to minimum city standards. In addition we hereby request that the City Of Danbury continue to maintain Benham Street in the future. This will allow emergency vehicles of any kind easy access to an appropriate home owner in all weather conditions.

Please notify Michael Chadzutko (203) 977-6200 of your decision.

Sincerely,

Benham St. Home Owners

cc: Michael Fazio
Harry Scalzo

Benham Street Home Owners

MICHAEL CHADZUTKO
(Name)

Michael V. Chadzutko
(Signature)

6 BENHAM STREET
(Address)

DANBURY, CT 06811
(Address)

ALFREDO DE COUTO
(Name)

Alfredo De Couto
(Signature)

9 Benham St
(Address)

DANBURY, CT 06811
(Address)

Rene J. Toussaint
(Name)

Rene J. Toussaint
(Signature)

3 Benham St
(Address)

DANBURY, Conn 06811
(Address)

Mrs J. Imelda Snopkowski
(Name)

Imelda Snopkowski
(Signature)

5 Margerie St.
(Address)

Danbury Ct. 06811
(Address)



29

CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

ENGINEERING DEPARTMENT
(203) 797-4641

February 27, 1991

JOHN A. SCHWEITZER, JR., P.E.
CITY ENGINEER

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

Dear Mayor Eriquez and Common Council Members:

Cross Street Bridge

The City's engineering consultant is in the process of finalizing the plans for the above noted bridge replacement.

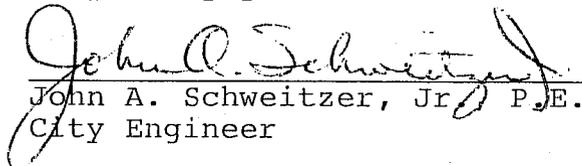
The City will be receiving partial funding (Project Grant and Project Loan) under the State Local Bridge Program.

Prior to the City's submittal of a Supplemental Application to the State, the City must hold a Public Hearing on the bridge.

We hereby request that a date be set for said Public Hearing and that the Corporation Counsel's office prepare any necessary resolutions and/or document.

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

Very truly yours,


John A. Schweitzer, Jr. P.E.
City Engineer

JAS/PAE/sd

c: Basil Friscia
Public Works Director
Eric Gottschalk, Esquire
Laszlo Pinter, Esquire



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

ENGINEERING DEPARTMENT
(203) 797-4641

February 27, 1991

JOHN A. SCHWEITZER, JR., P.E.
CITY ENGINEER

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

Dear Mayor Eriquez and Common Council Members:

Lakecrest Drive

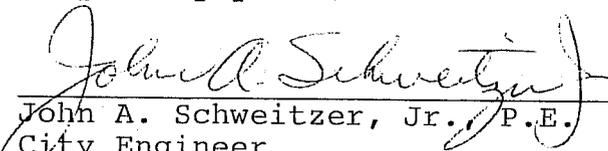
In 1986 (reference Item 065 of the February 4, 1986 Common Council meeting minutes) the Common Council appropriated \$57,000 to bring the unaccepted portion of Lakecrest Drive up to City standards to allow the road to be accepted by the City.

All construction work has been completed to the satisfaction of the Engineering and Highway Departments of the City of Danbury.

We hereby request that the Common Council formally accept the presently unaccepted portion of Lakecrest Drive.

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

Very truly yours,



John A. Schweitzer, Jr., P.E.
City Engineer

JAS/PAE/sd

c: Basil Friscia
Eric L. Gottschalk, Esquire
Laszlo Pinter, Esquire
Frank Cavagna
Dominic Setaro
Joseph Justino

February 26, 1991

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

Re: City-owned Property - Bear MT Road

Dear Mayor Eriquez:

I am requesting that a Common Council committee be formed to investigate the possibility of joining city-owned property with Bear MT Reservation. These parcels are abutting properties.

Thank you for your consideration in this matter.

Sincerely yours,



Michael M. Falzone
Councilman, 2nd Ward



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

March 5, 1991

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

Re: Change of Title

The Common Council met as a committee of the whole at 8:26 P.M. on February 19, 1991 to review proposed ordinance changes dealing with the change of title from "comptroller" to "director of finance". There were no speakers on this issue at the preceding public hearings.

John Esposito moved to recommend approval of the proposed ordinance. The motion was seconded by Mr. Smith and passed unanimously.

Respectfully submitted,



JOSEPH DaSILVA
Chairman



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

March 5, 1991

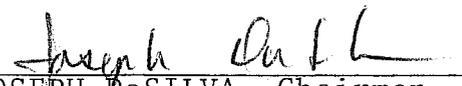
Honorable Mayor Gene F. Eriquez
Honorable Members of the Common Council

Re: Charter Revision Changes

The Common Council met as a Committee of the Whole at 8:26 P.M. on February 19, 1991 to review proposed ordinances changes to change the title of "assistant comptroller" to "assistant director of finance" and to authorize the Town Clerk to sign checks on behalf of the City in the event of the inability to act or the absence of the Treasurer. The ordinance regarding the position of assistant director of finance also defined the duties of the position. There were no speakers on these issues at the preceding public hearing.

Mr. Charles moved to recommend approval of the proposed ordinances. The motion was seconded by Mr. Smith and passed unanimously.

Respectfully submitted,



JOSEPH DaSILVA, Chairman



B

ORDINANCE
CITY OF DANBURY, STATE OF CONNECTICUT
COMMON COUNCIL

March 5, 1991

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

THAT the Code of Ordinances of Danbury, Connecticut is hereby amended by deleting the word "comptroller" and replacing said word with the phrase "director of finance" wherever said word appears in the following sections, subsections or paragraphs: subsection 2-2(b), paragraph (2) of subsection 3A-45(b), subsection 3A-46(c), subsection 8-22(c), subsection 10-20(6), section 14-10, 14-27, 14-50, 16A-44, 16A-53, 17-65, 18-10.

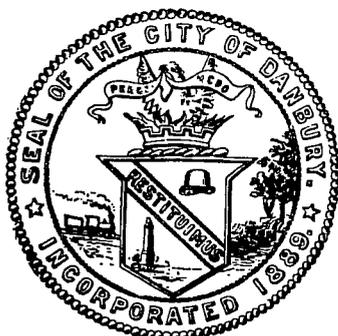
AND THAT paragraph (1) of subsection 19B-7(a) of the Code of Ordinances of Danbury, Connecticut is hereby amended by deleting the phrase, "or comptroller" wherever said phrase appears.

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

Adopted by the Common Council - March 5, 1991
Approved by Mayor Gene F. Eriquez - March 6, 1991

ATTEST:

Elizabeth Crugginton
Elizabeth Crugginton
City Clerk



ORDINANCE
CITY OF DANBURY, STATE OF CONNECTICUT
COMMON COUNCIL

March 5, 1991

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

THAT Section 2-66.3.1 of the Code of Ordinances is hereby amended to read as follows:

Sec. 2-66.3.1. Assistant Director of Finance; position created; duties; qualifications; appointment.

(a) Position created. There is hereby created, within the department of finance, the position of assistant director of finance.

(b) Duties. The assistant director of finance shall assist the director of finance in the administration of the financial affairs of the City. The assistant director of finance shall assist the director in the supervision of the department of finance, in the supervision of the accounting functions of the City and in the maintenance and supervision of the general accounting system for all departments, offices, boards, commissions or agencies of the City.

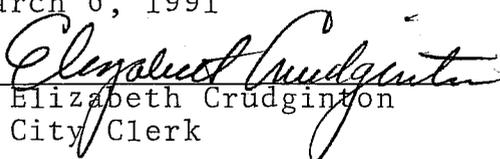
(c) Qualifications. No person shall be appointed assistant director of finance unless:

- (1) Said person shall have graduated from a four-year college, with a minimum of twenty-four (24) semester hours of major courses in accounting and/or finance; and
- (2) Said person shall have had a minimum of three (3) years' experience in the area of municipal accounting or shall have been employed for a period of not less than three (3) years in active participation on municipal audits with a certified public accounting firm.
- (3) Said person shall have met all of the qualifications lawfully imposed under the merit system of the City of Danbury.

(d) Appointment. The assistant director of finance shall be appointed by the mayor, subject to the approval of the common council.

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

Adopted by the Common Council - March 5, 1991
Approved by Mayor Gene F. Eriquez - March 6, 1991

ATTEST: 
Elizabeth Crudginton
City Clerk



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

March 5, 1991

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

Re: Connection Fees

The Common Council met as a Committee of the Whole met at 8:26 P.M. on February 19, 1991 to review a proposed ordinance concerning water service connection fees. The changes in the ordinance were provisions to charge no fee for five connections and a charge of the difference in the fees to upgrade to a larger water meter. There were no speakers on this issue at the preceding public hearing.

Mr. Boughton moved to recommend approval of the proposed ordinance. Seconded by Mr. Charles. Motion passed unanimously.

Respectfully submitted,



JOSEPH DaSILVA, Chairman



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

March 5, 1991

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

Re: Connection Fees

The Common Council met as a Committee of the Whole met at 8:26 P.M. on February 19, 1991 to review a proposed ordinance concerning water service connection fees. The changes in the ordinance were provisions to charge no fee for five connections and a charge of the difference in the fees to upgrade to a larger water meter. There were no speakers on this issue at the preceding public hearing.

Mr. Boughton moved to recommend approval of the proposed ordinance. Seconded by Mr. Charles. Motion passed unanimously.

Respectfully submitted,

JOSEPH DaSILVA, Chairman



ORDINANCE
CITY OF DANBURY, STATE OF CONNECTICUT
COMMON COUNCIL

March 5, 1991

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

THAT Section 21-48 of the Code of Ordinances of Danbury, Connecticut is hereby amended to read as follows:

Sec. 21-48. Connection charges.

(a) Connection fee. If no prior water assessment has been paid on the premises to be connected to the Danbury public water system pursuant to section 21-56 et seq. hereof, then no connection permit shall be issued and no actual connection made until a connection fee is paid to the City of Danbury according to the following table:

Size of Meter (inches)	Connection Charge
5/8	\$ 750.00
3/4	1,500.00
1	3,000.00
1 1/2	6,000.00
2	12,000.00
3	25,000.00
4	50,000.00
6	100,000.00
8	200,000.00
10	400,000.00

(b) Change in Meter Size. The foregoing provision of subsection 21-48(a) notwithstanding, in the event of a change in property use which requires a new meter of a larger size, no connection to any such new meter shall be made until a new connection fee is paid and a new connection permit is issued. Said fee shall be equal to the difference between the connection charge in force at the time of issuance of the new connection permit for meters of the same size as the old meter and the connection charge for the new meter.

In the event of a change in property use which results in the use of a new meter of a smaller size, no connection to any such new meter shall be made until a new connection permit is issued, which permit shall be issued free of charge. A reduction in meter size shall not entitle the permit holder to a credit, reimbursement or payment of any kind; however the customer shall have the right thereafter to increase the size of the meter, up to the originally approved meter size, without payment of any additional connection permit fee.

(c) Exception. The foregoing connection fees shall not apply to fire service connections.

(d) Refunds. Said connection fee may be refunded if no actual connection is made prior to the expiration of the connection permit, provided that a written request for said refund is made within five (5) years of the date on which the permit is issued.

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

Adopted by the Common Council - March 5, 1991

Approved by Mayor Gene F. Eriquez, March 6, 1991

ATTEST: *Elizabeth Crudginton*
 Elizabeth Crudginton, City Clerk



34

ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT

COMMON COUNCIL

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

THAT Section 21-48 of the Code of Ordinances of Danbury, Connecticut is hereby amended to read as follows:

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2	12,000.00
3	25,000.00
4	50,000.00
6	100,000.00
8	200,000.00
10	400,000.00

The foregoing provision of subsection 21-48(a) notwithstanding, in the event of a change in property use which requires a new meter of a larger size, no connection to any such new meter shall be made until a new connection fee is paid and a new connection permit is issued. Said fee shall be equal to the difference between the connection charge in force at the time of issuance of the new connection permit for meters of the same size as the old meter and the connection charge for the new meter.

(b) Exception. The foregoing connection fees shall not apply to fire service connections.

(c) Refunds. Said connection fee may be refunded if no actual connection is made prior to the expiration of the connection permit, provided that a written request for said refund is made within five (5) years of the date on which the permit is issued.

35



ORDINANCE
CITY OF DANBURY, STATE OF CONNECTICUT
COMMON COUNCIL

March 5, 1991

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

THAT the Code of Ordinances of Danbury, Connecticut is hereby amended by the repeal of sections 18-01, 18-3, 18-4, 18-5 and 18-5.1 as well as subsections 18-1(b) and 18-1(c).

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

Adopted by the Common Council - March 5, 1991
Approved by Mayor Gene F. Enriquez - March 6, 1991

ATTEST: Elizabeth Crudginton
Elizabeth Crudginton
City Clerk



35

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

March 5, 1991

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

Re: Repeal of Various Ordinance Sections

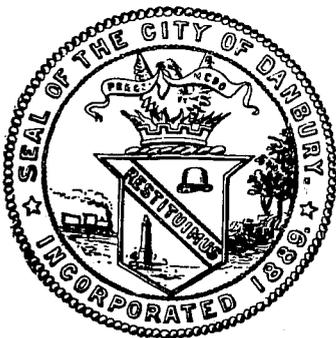
The Common Council met as a Committee of the Whole at 8:26 P.M. on February 19, 1991 to review the repeal of various ordinances. Most of these ordinances were passed in 1925 and are now superceded by State law. There were no speakers on this issue at the preceding public hearing.

Mr. Zotos moved to recommend approval of the proposed repeal of the ordinances. The motion was seconded by Mrs. Coladarci and passed unanimously.

Respectfully submitted,



JOSEPH DaSILVA, Chairman



ORDINANCE
CITY OF DANBURY, STATE OF CONNECTICUT
COMMON COUNCIL

March 5, 1991

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

THAT the Code of Ordinances of Danbury, Connecticut is hereby amended by adding a section, to be numbered 2-66, which said section reads as follows:

Sec. 2-66. Town Clerk may sign checks; when.

Pursuant to the provisions of section 6-1 of the Danbury Municipal Charter, as amended, the Common Council does hereby designate the Town Clerk as the municipal official who shall be authorized to sign checks on behalf of the City of Danbury in the event of the inability to act or the absence of the Treasurer.

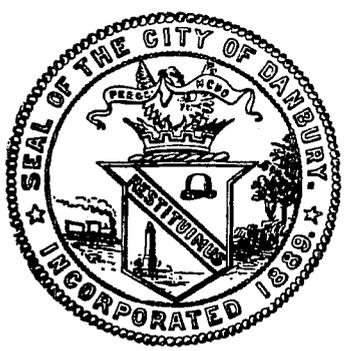
EFFECTIVE DATE: This Ordinance shall take effect thirty (30) days after adoption and publication, as provided by law and Section 3-10 of the Charter of the City of Danbury, Connecticut.

Adopted by the Common Council - March 5, 1991
Approved by Mayor Gene F. Eriquez - March 6, 1991

ATTEST: *Elizabeth Crudginton*
Elizabeth Crudginton
City Clerk

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 is desirous of assisting the Danbury Public Schools in the provision of student transportation pursuant to Connecticut General Statutes Section 10-220(a); and

WHEREAS, in order to further the purposes thereof, it is desired that the Common Council approve the execution of a lease with option to purchase agreement between GE Capital Public Finance, Inc. as Lessor and City of Danbury, acting on behalf of Danbury Public Schools, as Lessee; and

THAT said approval and subsequent execution of agreement shall provide the necessary student transportation needs as well as certain tax related benefits to Lessor and Lessee by virtue of the terms of the agreement;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Danbury, that the City of Danbury, acting on behalf of Danbury Public Schools for this purpose only, authorizes Superintendent of Public Schools Anthony L. Singe to execute the lease/purchase agreement between GE Capital Public Finance, Inc. as Lessor and the City of Danbury, acting on behalf of Danbury Public Schools as Lessee and to take such other action as may be deemed necessary to accomplish the purposes thereof.



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

March 5, 1991

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

Re: Lease Purchase Agreement for 12 Buses

The Common Council Committee appointed to review the request for the lease financing for 12 buses to be purchased by the School Department met on February 19, 1991 in the Fourth Floor Lobby in City Hall. In attendance were committee members Smith, Scozzafava and Farah. Absent were Mack and Fazio. Also in attendance was Assistant Corporation Counsel Les Pinter and Danbury Schools Finance Director John Heidenreich.

The committee heard from Mr. Pinter and Mr. Heidenreich regarding the lease purchase agreement for the Danbury school system. Both clearly stated that the Board of Education has the authority to enter into a lease purchase agreement. However, without the local legislative body's approval of this lease, the financing company will have problems obtaining tax-exempt status. Corporation Counsel has provided a Resolution (see attached) for lease agreement.

Mr. Scozzafava made a motion to recommend to the Common Council approval of the lease purchase agreement and Resolution for 12 65 passenger school buses for the Danbury school system with GMC/Wayne Company. Seconded by Mr. Farah. Motion carried unanimously.

Respectfully submitted,

STANFORD SMITH, Chairman

MOUNIR FARAH

JOAN M. MACK

JOSEPH SCOZZAFAVA

MICHAEL S. FAZIO



37

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

March 5, 1991

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

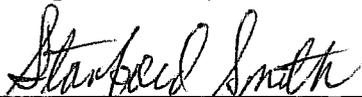
Re: Lease Purchase Agreement for 12 Buses

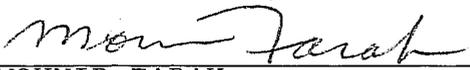
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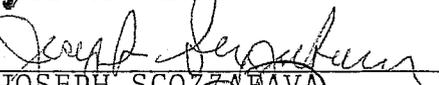
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Respectfully submitted,


STANFORD SMITH, Chairman


MOUNIR FARAH


JOAN M. MACK


JOSEPH SCOZZAFAVA


MICHAEL S. FAZIO

EE-MASTR
8/90
DANB.MOD

LEASE WITH OPTION TO PURCHASE AGREEMENT

Between

GE CAPITAL PUBLIC FINANCE, INC., Lessor

and

CITY OF DANBURY, acting on behalf of DANBURY PUBLIC SCHOOLS, as Lessee

Dated as of

THIS LEASE WITH OPTION TO PURCHASE AGREEMENT dated as of _____, 19__ (the Lease), by and between GE Capital Public Finance, Inc., a corporation duly organized and existing under the laws of the state of Delaware as lessor (Lessor) whose address is Three Capital Drive, Eden Prairie, Minnesota 55344; and the CITY OF DANBURY, acting on behalf of DANBURY PUBLIC SCHOOLS, a political subdivision of the state of Connecticut as lessee (Lessee), whose address is 1 School Ridge Road, Danbury, CT 06811:

WITNESSETH:

WHEREAS, Lessee is authorized by law to acquire such items of personal property as are needed to carry out its governmental functions, and to acquire such personal property by entering into lease with option to purchase agreements; and

WHEREAS, Lessee has determined that it is necessary for it to acquire under this Lease certain items of personal property described herein as Equipment; and

WHEREAS, Lessor is willing to acquire such items of Equipment and to lease them to Lessee pursuant to this Lease;

NOW THEREFORE, in the joint and mutual exercise of their powers, and in consideration of the mutual covenants herein contained, the parties hereto recite and agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

Section 1.1. Definitions. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Lease, have the meanings herein specified.

Contractor: Each of the manufacturers or vendors from whom Lessee (or Lessor at Lessee's request) has ordered or will order or with whom Lessee (or Lessor at Lessee's request) has contracted or will contract for the manufacture, delivery and/or installation of the Equipment.

Equipment: Individually or collectively as the context requires, the personal property designated from time to time by Lessee, which is or will be described in the attached Exhibit A as now or hereafter constituted and which is being or will be leased with option to purchase by Lessee pursuant to this Lease.

Equipment Group: The Equipment listed on any single page of Lease Exhibit A.

Fiscal Year: The twelve month fiscal period of Lessee which commences on July 1 in every year and ends on the following June 30.

Independent Counsel: An attorney duly admitted to the practice of law before the highest court of the State who is not a full-time employee of Lessor or Lessee.

Interest: The portion of any Rental Payment designated as and comprising interest as shown in the attached Exhibit B as now or hereafter constituted.

Net Proceeds: Any insurance proceeds or condemnation award, paid with respect to any Equipment, remaining after payment therefrom of all expenses incurred in the collection thereof.

Non-appropriation: The failure of CITY OF DANBURY or DANBURY PUBLIC SCHOOLS to appropriate money for any Fiscal Year of Lessee sufficient for the continued performance of this Lease by Lessee with respect to any Equipment Group, as evidenced by the passage of an ordinance, resolution or other directive specifically prohibiting Lessee from performing its obligations under this Lease with respect to such Equipment Group, and from using any moneys to pay the Rental Payments due under this Lease with respect to such Equipment Group for a designated Fiscal Year and all subsequent Fiscal Years.

Payment Date: The date upon which any Rental Payment is due and payable as provided in Exhibit B as now or hereafter constituted.

Permitted Encumbrances: As of any particular time: (i) liens for taxes and assessments not then delinquent, or which Lessee may, pursuant to the provisions of Section 7.3 hereof, permit to remain unpaid, (ii) this Lease and amendments

(j) Upon the execution of this Lease, Lessee will provide to Lessor an opinion of its legal counsel in the form attached hereto as Exhibit D.

(k) Lessee will submit to the Secretary of the Treasury an information reporting statement at the time and in the form required by the Code and the Regulations.

(l) Lessee will cause a resolution substantially in the form attached hereto as Exhibit E to be adopted by its governing body with respect to any Equipment Group subject hereto.

Section 2.2. Representations, Covenants and Warranties of Lessor. Lessor represents, covenants and warrants as follows:

(a) Lessor is a corporation duly organized, existing and in good standing under and by virtue of the laws of the state of Delaware, and is duly qualified and in good standing as a foreign corporation authorized to transact business in the State; has power to enter into this Lease; is possessed of full power to own and hold real and personal property, and to lease the same; and has duly authorized the execution and delivery of this Lease.

(b) Neither the execution and delivery of this Lease, nor the fulfillment of or compliance with the terms and conditions thereof, nor the consummation of the transactions contemplated thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Lessor is now a party or by which Lessor is bound, constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of Lessor, or upon the Equipment except Permitted Encumbrances.

ARTICLE III

LEASE OF EQUIPMENT

Section 3.1. Acquisition of Equipment. When during the term of this Lease, Lessee desires to lease a Group of Equipment from Lessor, Lessee shall submit to Lessor a written order therefor in form acceptable to Lessor, and shall advise Lessor in writing of the desired number of Rental Payments to be made with respect thereto. Upon receipt of such order Lessor shall advise Lessee in writing of its concurrence in the lease of the Equipment Group and the number of Rental Payments, or if it does not concur in the number of Rental Payments, the maximum number of Rental Payments Lessor will allow with respect to the Equipment Group described in the order. Nothing herein shall obligate Lessor to lease any Equipment to Lessee until Lessor shall have so concurred in writing to the lease of any Equipment. Upon agreement by Lessor and Lessee to the lease of the Equipment Group and to the number of Rental Payments, Lessee (or Lessor at Lessee's request) shall order the Equipment Group from the manufacturer or manufacturers thereof and notify Lessor in writing of the Equipment cost and the estimated delivery period.

Section 3.2. Equipment Delivery; Documentation. Lessor shall furnish to Lessee completed copies of Exhibit A and B relating to each Equipment Group. Upon delivery of any Equipment Group, Lessee shall inspect such Equipment, and if such Equipment meets Lessee's Specifications contained in the order and bid relating thereto, Lessee shall within three (3) business days from the date of delivery of the Equipment Group provide to Lessor a completed and executed copy of a Certificate of Acceptance relating thereto in the form attached hereto as Exhibit C. If Lessee has not furnished to Lessor a Certificate of Acceptance within such three-day period, Lessee shall be deemed to have accepted the Equipment Group at the end thereof shall become obligated to pay Rental Payments with respect thereto. Simultaneously with the delivery, Lessor and Lessee shall take all actions necessary to vest legal title to the Equipment Group in the party specified in Section 8.1 hereof, and to perfect a security interest therein in favor of Lessor or a person, firm or corporation designated by it.

Section 3.3. Lease. Lessor hereby leases all Equipment made subject to this Lease to Lessee, and Lessee hereby leases such Equipment from Lessor, upon the terms and conditions set forth in this Lease.

Section 3.4. Possession and Enjoyment. Lessor hereby covenants to provide Lessee during the Term of this Lease with the quiet use and enjoyment of the Equipment, and Lessee shall during the Term of this Lease peaceably and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Lease. Lessor will, at the request of Lessee and at Lessee's cost, join in any legal action in which Lessee asserts its right to such possession and enjoyment to the extent Lessor lawfully may do so.

Section 3.5. Lessor Access to Equipment. The Lessee agrees that Lessor shall have the right at all reasonable times to examine and inspect the Equipment. Lessee further agrees that Lessor shall have such rights of access to the Equipment as may be reasonably necessary to cause the proper maintenance of the Equipment in the event of failure by Lessee to perform its obligations hereunder.

ARTICLE IV

TERM OF THE LEASE

Section 4.1. Lease Term. This Lease shall be in effect for a Term commencing upon its date of execution and ending as provided in Section 4.6.

Section 4.2. Termination by Lessee. In the sole event of Non-appropriation relating to any particular Equipment Group, Lessee shall have the right to terminate this Lease with respect to such Equipment Group, at the end of any Fiscal Year of Lessee, in the manner and subject to the terms specified in this Section and Sections 4.4 and 4.5. Lessee may effect such termination by giving Lessor a written notice of termination with respect to such Equipment Group and by paying to Lessor any Rental Payments and other amounts with respect to such Equipment Group which are due and have not been paid at or before the end of its then current Fiscal Year. Lessee shall endeavor to give notice of such termination not less than sixty (60) days prior to the end of such Fiscal Year, and shall notify Lessor of any anticipated termination. In the event of termination of this Lease with respect to any Equipment Group as provided in this Section, Lessee shall deliver possession of such Equipment Group to Lessor in accordance with Section 12.3, and shall convey to Lessor or release its interest in such Equipment Group

within (10) days after termination of this Lease with respect to such Equipment Group.

Section 4.3. Intent to Continue Lease Term; Appropriations. Lessee presently intends to continue this Lease for its entire Term with respect to all Equipment Groups made subject hereto and to pay all Rental Payments relating thereto specified in Exhibit B. Lessee's Superintendent of Schools will include in its budget request for each Fiscal Year the Rental Payments to become due in such Fiscal Year with respect to all Equipment Groups, and will use all reasonable and lawful means available to secure the appropriation of money for such Fiscal Year sufficient to pay all such Rental Payments coming due therein. Lessee's Superintendent of Schools reasonably believes that moneys in an amount sufficient to make all such Rental Payments can and will lawfully be appropriated and made available for this purpose.

Section 4.4. Effect of Termination. Upon termination of this Lease with respect to any Equipment Group as provided in Section 4.2, Lessee shall not be responsible for the payment of any additional Rental Payments relating thereto coming due with respect to succeeding Fiscal Years, but if Lessee has not delivered possession of such Equipment Group to Lessor in accordance with Section 4.3 and conveyed to Lessor or released its interest in the Equipment Group within ten (10) days after the termination of this Lease with respect thereto, the termination shall nevertheless be effective, but Lessee shall be responsible for the payment of damages in an amount equal to the amount of the Rental Payments thereafter coming due under the page of Exhibit B relating thereto which are attributable to the number of days after such ten (10) day period during which Lessee fails to take such actions and for any other loss suffered by Lessor as a result of Lessee's failure to take such actions as required.

Section 4.5. Nonsubstitution. If this Lease is terminated by Lessee with respect to any Equipment Group in accordance with Section 4.2, Lessee agrees not to purchase, lease or rent personal property to perform the same functions as, or functions taking the place of, those performed by such Equipment Group, and agrees not to permit such functions to be performed by its own employees or by any agency or entity affiliated with or hired by Lessee, for a period of three hundred sixty (360) days; provided, however, that these restrictions shall not be applicable in the event the Equipment Group shall be sold by Lessor and the amount received from such sale, less all costs of such sale, is sufficient to pay the then applicable Purchase Option Price relating thereto as set forth in Exhibit B; or if or to the extent that the application of these restrictions would affect the validity of this Lease.

Section 4.6. Termination of Lease Term. The Term of this Lease will terminate upon the occurrence of the first of the following events:

- (a) the termination thereof by Lessee with respect to all Equipment Groups in accordance with Section 4.2;
- (b) the exercise by Lessee of its option to purchase Lessor's interest in all Equipment Groups pursuant to Article X;
- (c) a default by Lessee with respect to all Equipment Groups and Lessor's election to terminate this Lease with respect to all Equipment Groups pursuant to Article XII;
- (d) the payment by Lessee of all Rental payments and all other amounts authorized or required to be paid by Lessee hereunder with respect to all Equipment Groups.

ARTICLE V

RENTAL PAYMENTS

Section 5.1. Rental Payments. Lessee agrees to pay Rental Payments during the Term of this Lease, in the amounts and on the dates specified in Exhibit B. All Rental Payments shall be paid to Lessor at its offices at the address specified in the first paragraph of this Lease, or to such other person(s) or entity(ies) to which Lessor has assigned such Rental Payments as specified in Article XI, at such place as such assignee may from time to time designate by written notice to Lessee. Lessee shall pay the Rental Payments exclusively from moneys legally available therefor, in lawful money of the United States of America, to Lessor or, in the event of assignment of the right to receive Rental Payments by Lessor, to its assignee(s). Interest with respect to the Rental Payments for any Equipment Group shall accrue from the first day of the calendar month in which the Certificate of Acceptance relating to such Equipment Group is executed.

Section 5.2. Current Expense. The obligations of Lessee under this Lease, including its obligation to pay the Rental Payments due with respect to the Equipment, in any Fiscal Year for which this Lease is in effect, shall constitute a current expense of Lessee for such Fiscal Year and shall not constitute an indebtedness of Lessee within the meaning of the Constitution and laws of the State. Nothing herein shall constitute a pledge by Lessee of any taxes or other moneys, other than moneys lawfully appropriated from time to time by or for the benefit of Lessee in the annual budget of the Danbury Public Schools and the proceeds or Net Proceeds of the Equipment, to the payment of any Rental Payment or other amount coming due hereunder.

Section 5.3. Interest Component. A portion of each Rental Payment is paid as and represents the payment of Interest. Exhibit B sets forth the Interest component of each Rental Payment.

Section 5.4. Rental Payments to be Unconditional. Except as provided in Section 4.2, the obligation of Lessee to make Rental Payments or any other payments required hereunder shall be absolute and unconditional in all events. Notwithstanding any dispute between Lessee and Lessor or any other person, Lessee shall make all Rental Payments and other payments required hereunder when due and shall not withhold any Rental Payment or other payment pending final resolution of such dispute nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such Rental Payments or other payments required under this Lease. Lessee's obligation to make Rental Payments or other payments during the Lease Term shall not be abated through accident or unforeseen circumstances. However, nothing herein shall be construed to release Lessor from the performance of its obligations hereunder; and if Lessor should fail to perform any such obligation, Lessee may institute such legal action

against Lessor as Lessee may deem necessary to compel the performance of such obligation or to recover damages therefor.

ARTICLE VI INSURANCE AND NEGLIGENCE

Section 6.1. Liability Insurance. Unless self-insurance is provided by Lessee, as evidenced by a written certificate specifying the terms and amounts thereof delivered to Lessor, upon receipt of possession of Equipment, Lessee shall take such measures as may be necessary to ensure that any liability for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the condition or the operation of the Equipment or any part thereof, is covered by a blanket or other general liability insurance policy maintained by Lessee. The Net proceeds of all such insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which any Net Proceeds may be paid.

Section 6.2. Property Insurance. Upon receipt of possession of each Equipment, Lessee shall have and assume the risk of loss with respect thereto. Unless self-insurance is provided by Lessee, as evidenced by a written certificate specifying the terms and amounts thereof delivered to Lessor, Lessee shall procure and maintain continuously in effect during the period when Lessee is required to make Rental Payments with respect thereto, all-risk insurance, subject only to the standard exclusions contained in the policy, in such amount as will be at least sufficient so that a claim may be made for the full replacement cost of any part thereof damaged or destroyed and to pay the applicable Purchase Option Price of the Equipment. Such insurance may be provided by a rider to an existing policy or under a separate policy. Such insurance may be written with customary deductible amounts. The Net Proceeds of insurance required by this Section shall be applied to the prompt repair, restoration, modification, improvement, replacement, or purchase of the Equipment by Lessee.

Section 6.3. Workers' Compensation Insurance. If required by State law, and unless self-insurance is provided by Lessee, as evidenced by a written certificate specifying the terms and amounts thereof delivered to Lessor, Lessee shall carry worker's compensation insurance covering all employees on, in, near or about each Equipment, and upon request, shall furnish to Lessor certificates evidencing such coverage throughout the period when Lessee is required to make Rental Payments with respect thereto.

Section 6.4. Requirements For All Insurance. All insurance policies (or riders) required by this Article shall be taken out and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State, and shall contain a provision that the insurer shall not cancel or revise coverage thereunder without giving written notice to the insured parties at least ten (10) days before the cancellation or revision becomes effective. All insurance policies required by Sections 6.1 and 6.2 shall name Lessee and Lessor as insured parties, and any insurance policy required by Section 6.3 shall name Lessee as insured party. Lessee shall deposit with Lessor policies (and riders) evidencing any such insurance procured by it, or a certificate or certificates of the respective insurers stating that such insurance is in full force and effect. Before the expiration of any such policy (or rider), Lessee shall furnish to Lessor evidence that the policy has been renewed or replaced by another policy conforming to the provisions of this Article, unless such insurance is no longer obtainable in which event Lessee shall notify Lessor of this fact.

Section 6.5. Lessee's Negligence. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to any Equipment and for injury to or death of any person or damage to any property, in any manner arising out of or incident to any possession, use, operation, condition or storage of any Equipment by Lessee, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such property damage be to Lessee's property or the property of others. Lessee hereby assumes responsibility for and agrees to indemnify, protect, save and keep harmless Lessor from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorney's fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Lessor that in any way relate to or arise out of the possession, use, operation, condition or storage of any Equipment by Lessee, unless caused by Lessor or its agents, to the maximum extent permitted by law.

Section 6.6. Damage to or Destruction of Equipment. If after delivery of any Equipment to Lessee, such Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee shall as soon as practicable after such event either: (i) replace the same at Lessee's sole cost and expense with Equipment of equal or greater value to the Equipment immediately prior to the time of the loss occurrence, such replacement equipment to be subject to Lessor's reasonable approval, whereupon the replacement shall be substituted in this Lease by appropriate endorsement; or (ii) pay the applicable Purchase Option Price of the Equipment as set forth on Exhibit B. Lessee shall notify Lessor of which course of action it will take within fifteen (15) days after the loss occurrence. If Lessee fails or refuses to notify Lessor within the required period, Lessor may, at its option, declare the Purchase Option Price applicable to the Equipment set forth on Exhibit B immediately due and payable, and Lessee shall be obligated to pay the same. The Net Proceeds of all insurance payable with respect to the Equipment shall be available to Lessee and shall be used to discharge Lessee's obligation under this Section. On payment of the Purchase Option Price, this Lease shall no longer apply to the Equipment and Lessee thereupon shall become entitled to the Equipment AS IS, WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE, except that the Equipment shall not be subject to any lien or encumbrance created by or arising through Lessor.

ARTICLE VII

OTHER OBLIGATION OF LESSEE

Section 7.1. Use; Permits. Lessee shall exercise due care in the installation, use, operation and maintenance of the Equipment, and shall not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any State and

Federal Law or for a purpose or in a manner contrary to that contemplated by this Lease. Lessee shall obtain all permits and licenses necessary for the installation, operation, possession and use of the Equipment. Lessee shall comply with all State and Federal Laws applicable to the installation, use, possession and operation of the Equipment, and if compliance with any such State and Federal Law requires changes or additions to be made to the equipment, such changes or additions shall be made by Lessee at its expense.

Section 7.2. Maintenance of Equipment by Lessee. Lessee shall, at its own expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and shall from time to time make all repairs and replacements necessary to keep the Equipment in such condition. Lessor shall have no responsibility for any of these repairs or replacements.

Section 7.3. Taxes, Other Governmental Charges and Utility Charges. Except as expressly limited by this Section, Lessee shall pay all taxes and other charges of any kind which are at any time lawfully assessed or levied against or with respect to the Equipment, the Rental Payments or any part thereof, or which become due during the Term of this Lease, whether assessed against Lessee or Lessor. Lessee shall also pay when due all gas, water, steam, electricity, heat, power, telephone, and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment, and all special assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Equipment; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due. Lessee shall not be required to pay any federal, state or local income, inheritance, estate, succession, transfer, gift, franchise, gross receipts, profit, excess profit, capital stock, corporate, or other similar tax payable by Lessor, its successors or assigns, unless such tax is made in lieu of or as a substitute for any tax, assessment or charge which is the obligation of Lessee under this Section.

Lessee may, at its own expense and in its own name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments, utility or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in the opinion of Independent Counsel, by nonpayment of any such items the interest of Lessor in the Equipment will be materially endangered or the Equipment or any part thereof will be subject to loss or forfeiture, in which event Lessee shall promptly pay such taxes, assessments, utility or other charges or provide Lessor with full security against any loss which may result from nonpayment, in form satisfactory to Lessor.

Section 7.4. Advances. If Lessee shall fail to perform any of its obligations under this Article, Lessor may, but shall not be obligated to, take such action as may be necessary to cure such failure, including the advancement of money, and Lessee shall be obligated to repay all such advances on demand, with interest at the rate of 18% per annum or the maximum rate permitted by law, whichever is less, from the date of the advance to the date of repayment.

ARTICLE VIII

TITLE

Section 8.1. Title. During the Term of this Lease, and so long as Lessee is not in default under Article XII, legal title to the Equipment and any and all repairs, replacements, substitutions and modifications to it shall be in Lessee. Upon termination of this Lease with respect to any Equipment Group pursuant to section 4.2 or Article XII hereof, full and unencumbered legal title to such Equipment Group shall pass to Lessor, and Lessee shall have no further interest therein. In either of such events, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title to such Equipment Group to Lessor and the termination of Lessee's interest therein, and upon request by Lessor shall deliver possession of the Equipment Group to Lessor in accordance with Section 12.3. Upon termination of this Lease with respect to any Equipment Group through exercise of Lessee's option to purchase pursuant to Article X or through payment by Lessee of all Rental Payments and other amounts relating thereto, Lessor's security or other interest in such Equipment Group shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may request to evidence the termination of Lessor's security or other interest in such Equipment Group.

Section 8.2. Security Interest. Lessor shall have and retain a security interest under the Uniform Commercial Code in the Equipment, the proceeds thereof and all repairs, replacements, substitutions and modifications thereto or thereof made pursuant to Section 8.5, in order to secure Lessee's payment of all Rental Payments due during the Term of this Lease and the performance of all other obligations herein to be performed by Lessee. In the event such Equipment is a motor vehicle, Lessor shall have authority to require the state of registration to note Lessor's security interest on its records and the Certificate of Title for the Vehicle. Lessee will join with Lessor in executing such financing statements or other documents and will perform such acts as Lessor may request to establish and maintain a valid security interest in the Equipment. If requested by Lessor, Lessee shall conspicuously mark the Equipment with appropriate lettering, labels or tags, and maintain such markings during the Term of this Lease, so as clearly to disclose Lessor's security interest in the Equipment.

Section 8.3. Liens. During the Term of this Lease, Lessee shall not, directly or indirectly, create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Equipment, other than the respective rights of Lessor and Lessee as herein provided and Permitted Encumbrances. Except as expressly provided in Section 7.3 and this Article, Lessee shall promptly, at its own expense, take such action as may be necessary duly to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. Lessee shall reimburse Lessor for any expense incurred by Lessor in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

Section 8.4. Installation of Lessee's Equipment. Lessee may at any time and from time to time, in its sole discretion and at its own expense, install other items of equipment in or upon the Equipment, which items shall be identified by tags or other symbols affixed thereto as property of Lessee. All such items so identified shall remain the sole property of Lessee, in which Lessor shall have no interest, and may be modified or removed by Lessee at any time provided that Lessee shall repair and restore any and all damage to the Equipment resulting from the installation, modification or removal of any such items. Nothing in this Lease shall prevent Lessee from purchasing items to be installed pursuant to this Section under a conditional sale or lease with option to purchase contract, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest shall attach to any part of the Equipment.

Section 8.5. Modification of Equipment. Lessee shall, at its own expense, have the right to make repairs to the Equipment, and to make repairs, replacements, substitutions and modifications to all or any of the parts thereof. All such work and any part or component used or installed to make a repair or as a replacement, substitution or modification, shall thereafter comprise part of the Equipment and be subject to the provisions of this Lease. Such work shall not in any way damage the Equipment or cause it to be used for purposes other than those authorized under the provisions of State and Federal Law or those contemplated by this Lease; and the Equipment, upon completion of any such work shall be of a value which is not less than the value of the Equipment immediately prior to the commencement of such work. Any property for which a replacement or substitution is made pursuant to this Section may be disposed of by Lessee in such manner and on such terms as are determined by Lessee. Lessee will not permit any mechanic's or other lien to be established or remain against the Equipment for labor or materials furnished in connection with any repair, replacement, substitution or modification made by Lessee pursuant to this Section; provided that if any such lien is established and Lessee shall first notify Lessor of Lessee's intention to do so, Lessee may in good faith contest any lien filed or established against the Equipment, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in the opinion of Independent Counsel, by nonpayment of any such item the interest of Lessor in the Equipment will be materially endangered or the Equipment or any part thereof will be subject to loss or forfeiture, in which event Lessee shall promptly pay and cause to be satisfied and discharged all such unpaid items or provide Lessor with full security against any such loss or forfeiture, in form satisfactory to Lessor. Lessor will cooperate fully with Lessee in any such contest, upon the request and at the expense of Lessee.

Section 8.6. Personal Property. The Equipment is and shall at all times be and remain personal property notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner affixed or attached to or embedded in or permanently rested upon real property or any building thereon or attached in any manner to what is permanent by means of cement, plaster, nails, bolts, screws, or otherwise.

ARTICLE IX WARRANTIES

Section 9.1. Selection of Equipment. The Equipment and the Contractor have been selected by Lessee, and Lessor shall have no responsibility in connection with the selection of the Equipment, its suitability for the use intended by Lessee, the acceptance by the Contractor or its sales representative of the order submitted, or any delay or failure by the Contractor or its sales representative to manufacture, deliver or install the Equipment for use by Lessee. Lessee authorized Lessor to add the serial number of the Equipment to Exhibit A when available.

Section 9.2. Installation and Maintenance of Equipment. Lessor shall have no obligation to install, erect, test, inspect, service or maintain the Equipment under any circumstances, but such actions shall be the obligation of Lessee or the Contractor.

Section 9.3. Contractor's Warranties. Lessor hereby assigns to Lessee for and during the Term of this Lease, all of its interest in all Contractor's warranties and guarantees, express or implied, issued on or applicable to the Equipment, and Lessor hereby authorizes Lessee to obtain the customary services furnished in connection with such warranties and guarantees at Lessee's expense.

Section 9.4. Patent Infringement. Lessor hereby assigns to Lessee for and during the Term of this Lease all of its interest in patent indemnity protection provided by any Contractor with respect to the Equipment. Such assignment of patent indemnity protection by Lessor to Lessee shall constitute the entire liability of Lessor for any patent infringement by Equipment furnished pursuant to this Lease.

Section 9.5. Disclaimer of Warranties. THE EQUIPMENT IS DELIVERED AS IS, AND LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE OF THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT.

ARTICLE X OPTION TO PURCHASE

Section 10.1. When Available. Lessee shall have the option to purchase Lessor's interest in any Equipment Group on any Payment Date relating thereto for the then applicable Purchase Option Price set forth in the page of Exhibit B relating thereto, but only if Lessee is not in default under this Lease, and only in the manner provided in this Article.

Section 10.2. Exercise of Option. Lessee shall give notice to Lessor of its intention to exercise its option with respect to any Equipment Group not less than thirty (30) days prior to the Payment Date on which the option is to be exercised and shall deposit with Lessor on the date of exercise an amount equal to all Rental Payments and any other amounts relating to

such Equipment Group then due or past due (including the Rental Payment relating thereto due on the Payment Date on which the option is to be exercised) and the applicable Purchase Option Price set forth in the page of Exhibit B relating thereto. The closing shall be on the Payment Date on which the option is to be exercised at the office of Lessor.

Section 10.3. Release of Lessor's Interest. Upon exercise of the purchase option with respect to any Equipment Group by Lessee, Lessor shall convey or release to Lessee, all of its right, title, and/or interest in and to the Equipment Group by delivering to Lessee such documents as Lessee deems necessary for this purpose.

ARTICLE XI

ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

Section 11.1. Assignment by Lessor. Lessor shall not assign its obligations under this Lease, and no purported assignment thereof shall be effective. All of Lessor's right, title and/or interest in and to any Equipment Group, the Rental Payments and other amounts relating thereto due hereunder, and the right to exercise all rights under this Lease relating to such Equipment Group may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor at any time, without the consent of Lessee. No such assignment shall be effective as against Lessee unless and until the assignor shall have filed with Lessee a copy or written notice thereof identifying the assignee. Lessee shall pay all Rental Payments due hereunder relating to such Equipment Group to or at the direction of Lessor or the assigned named in the most recent assignment or notice of assignment with respect to such Equipment Group filed with Lessee. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments. Lessor (or any assignee of Lessor) is authorized to sell participations in this Lease, the Rental Payments and all other amounts due hereunder and the Equipment subject hereto; and, subject to the above provisions regarding assignment, for this purpose may assign all or any part of its interest herein to a bank, trust company or other entity which will act as agent for any such participants. Lessee shall cooperate with Lessor (or any assignee of Lessor) in effecting any such assignments. No such agreement shall in any way alter or affect the terms and conditions of the Lease. In the event Lessor assigns participations in its right, title, and/or interest in and to any Equipment Group, the Rental Payments and other amounts due with respect thereto, and the rights granted under this Lease relating thereto, such participants shall be considered to be Lessor with respect to their participated shares thereof.

Section 11.2. Assignment and Subleasing by Lessee. Neither this Lease nor Lessee's interest in the Equipment may be assigned by Lessee without the written consent of Lessor. However, the Equipment may be subleased by Lessee, in whole or in part, without the consent of Lessor, subject, however, to each of the following conditions:

- (i) This Lease and the obligation of Lessee to make Rental Payments hereunder, shall remain obligations of Lessee.
- (ii) The sublessee shall assume the obligations of Lessee hereunder to the extent of the interest subleased.
- (iii) Lessee shall, within thirty (30) days after the delivery thereof, furnish or cause to be furnished to Lessor a true and complete copy of such sublease.
- (iv) No sublease by Lessee shall cause the Equipment to be used for a purpose other than a governmental function authorized under the provisions of the Constitution and laws of the State.
- (v) No sublease shall cause the interest component of the Rental Payments due with respect to the Equipment to become includible in gross income of the recipient for federal income tax purposes.

Section 11.3. Restriction on Mortgage or Sale of Equipment by Lessee. Except as provided in Section 11.2, Lessee will not mortgage, sell, assign, transfer or convey the Equipment or any portion thereof during the Term of this Lease, or remove the same from its boundaries, without the written consent of Lessor.

ARTICLE XII

EVENTS OF DEFAULT AND REMEDIES

Section 12.1. Events of Default Defined. The following shall be "events of default" under this Lease with respect to any Equipment Group and the terms "events of default" and "default" shall mean, whenever they are used in this Lease, with respect to any Equipment Group, any one or more of the following events:

(i) Failure by Lessee to pay Rental Payment or other payment required to be paid under this Lease with respect to any Equipment Group at the time specified herein and the continuation of said failure for a period of three (3) days after telephonic or telegraphic notice given by Lessor that the payment referred to in such notice has not been received, such telephonic or telegraphic notice to be subsequently confirmed in writing, or after written notice.

(ii) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed with respect to any Equipment Group, other than as referred to in Clause (i) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.

(iii) The filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee promptly to lift any execution, garnishment or attachment of such consequence as would impair the ability of Lessee to carry on its governmental function or adjudication of Lessee as a bankrupt, or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of the Federal Bankruptcy Statute, as amended, or under any similar

acts which may hereafter be enacted.

The provisions of this Section 12.1 and Section 12.2 are subject to the following limitations: If by reason of force majeure Lessee is unable in whole or in part to carry out its obligations under this Lease with respect to any Equipment Group, other than its obligation to pay Rental Payments with respect thereto which shall be paid when due notwithstanding the provisions of this paragraph, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other labor disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the State or their respective departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee and not resulting from its negligence. Lessee agrees, however, to remedy with all reasonable dispatch the cause or causes preventing Lessee from carrying out its obligations under this Lease; provided that the settlement of strikes, lockouts and other labor disturbances shall be entirely within the discretion of Lessee and Lessee shall not be required to make settlement of strikes, lockouts and other labor disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of Lessee unfavorable to Lessee.

Section 12.2. Remedies on Default. Whenever any event of default referred to in Section 12.1 hereof shall have happened and be continuing with respect to any Equipment Group, Lessor shall have the right, at its option and without any further demand or notice, to take one or any combination of the following remedial steps:

(i) Lessor, with or without terminating this Lease with respect to such Equipment Group, may declare all Rental Payments due or to become due with respect to such Equipment Group during the Fiscal Year in effect when the default occurs to be immediately due and payable by Lessee, whereupon such Rental Payments shall be immediately due and payable.

(ii) Lessor, with or without terminating this Lease with respect to such Equipment Group, may repossess the Equipment Group by giving Lessee written notice to deliver such Equipment group to Lessor, whereupon Lessee shall do so in the manner provided in Section 12.3; or in the event Lessee fails to do so within ten (10) days after receipt of such notice, Lessor may enter upon Lessee's premises where the Equipment Group is kept and take possession of the Equipment Group and charge Lessee for costs incurred in repossessing the Equipment Group, including reasonable attorneys' fees. Lessee hereby expressly waives any damages occasioned by such repossession. If the Equipment Group or any portion of it has been destroyed or damaged beyond repair, Lessee shall pay the applicable Purchase Option Price of the Equipment Group, as set forth in Exhibit B (less credit for Net Proceeds), to Lessor. Notwithstanding the fact that Lessor has taken possession of the Equipment Group, Lessee shall continue to be responsible for the Rental Payments due with respect thereto during the Fiscal Year then in effect. If this Lease has not been terminated with respect to such Equipment Group, Lessor shall return the Equipment to Lessee at Lessee's expense when the event of default is cured.

(iii) If Lessor terminates this Lease with respect to such Equipment Group and takes possession of such Equipment contained therein, Lessor shall within thirty (30) days thereafter use its best efforts to sell such Equipment or any portion thereof in a commercially reasonable manner at public or private sale in accordance with applicable State laws. Lessor shall apply the proceeds of such sale to pay the following items in the following order: (a) all costs incurred in securing possession of the Equipment Group; (b) all expenses incurred in completing the sale; (c) the applicable Purchase Option Price; (d) the balance of any Rental Payments with respect to such Equipment Group owed by Lessee during the Fiscal Year then in effect. Any Sale proceeds remaining after the requirements of Clauses (a), (b), (c) and (d) have been met shall be returned to Lessee.

(iv) If the proceeds of sale of such Equipment Group are not sufficient to pay the balance of any Rental Payments with respect thereto owed by Lessee during the Fiscal Year then in effect, Lessor may take any other remedy available at law or in equity to require Lessee to perform any of its obligations hereunder.

Section 12.3. Return of Equipment. Upon the Expiration or termination of this Lease with respect to any Equipment Group prior to the payment of all Rental Payments in accordance with Exhibit B, Lessee shall return such Equipment Group to Lessor in the condition, repair, appearance and working order required in Section 7.2, in the following manner as may be specified by Lessor: (i) by delivering the Equipment Group at Lessee's cost and expense to such place within the State as Lessor shall specify; or (ii) by loading such portions of the Equipment Group as are considered movable at Lessee's cost and expense, on board such carrier as Lessor shall specify and shipping the same, freight prepaid, to the place specified by Lessor. If Lessee refuses to return the Equipment Group in the manner designated, Lessor may repossess the Equipment Group and charge to Lessee the costs of such repossession or pursue any remedy described in Section 12.2.

Section 12.4. No Remedy Exclusive. No remedy conferred upon or reserved to Lessor by this Article is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient by Lessor or its assignee.

Section 12.5. Agreement to Pay Attorneys' Fees and Expenses. In the event either party to this Lease should default under any of the provisions hereof and the nondefaulting party should employ attorneys and/or incur other expenses for the collection of moneys or for the enforcement of expenses for the collection of moneys or for the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will on demand therefor pay to the nondefaulting party the reasonable fee of such attorneys and/or such other reasonable

expenses so incurred by the nondefaulting party. In the event that legal proceedings relating to this Lease (but not evidencing an action by a nondefaulting party against a defaulting party) are commenced in any court or before any other tribunal of competent jurisdiction, the legal fees and other reasonable costs and expenses of the prevailing party shall be paid by the nonprevailing party on demand of the prevailing party.

Section 12.6. Late Charge. Whenever any event of default referred to in Section 12.1, Clause (i) hereof shall have happened and be continuing with respect to any Equipment Group, Lessor shall have the right, at its option and without any further demand or notice, to require a late payment charge for each thirty (30) day period or part thereof during which such event of default occurs equal to four percent (4%) of the delinquent amount, and Lessee shall be obligated to pay the same immediately upon receipt of Lessor's written invoice therefor; provided, however, that this Section 12.6 shall not be applicable if or to the extent that the application thereof would affect the validity of this Lease.

ARTICLE XIII

ADMINISTRATIVE PROVISIONS

Section 13.1. Notices. All notices, certificates, legal opinions or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or deposited in the United States mail in registered form with postage fully prepaid to the addresses specified on the first page hereof; provided that Lessor and Lessee, by notice given hereunder, may designate different addresses to which subsequent notices, certificates, legal opinions or other communications will be sent.

Section 13.2. Financial Information. During the Term of this Lease, Lessee annually will provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing Fiscal Year and such other financial information relating to the ability of Lessee to continue this Lease as may be requested by Lessor or its assignee.

Section 13.3. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.4. Severability. In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.5. Amendments, Changes and Modifications. This Lease may be amended or any of its terms modified only by written document duly authorized, executed and delivered by Lessor and Lessee.

Section 13.6. Captions. The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions, Articles, Sections or Clauses of this Lease.

Section 13.7. Further Assurances and Corrective Instruments. Lessor and Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Equipment hereby leased or intended so to be, or for otherwise carrying out the expressed intention of this Lease.

Section 13.8. Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.9. Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State.

IN WITNESS WHEREOF, Lessor has caused this Lease to be executed in its corporate name by its duly authorized officer; and Lessee has caused this Lease to be executed in its name by its duly authorized officer, as of the date first above written.

GE CAPITAL PUBLIC FINANCE, INC., Lessor

By _____

Its _____

CITY OF DANBURY, acting on behalf of DANBURY PUBLIC SCHOOLS, Lessee

By _____

Its _____

EXHIBIT A, PAGE A-1-12
EQUIPMENT/VEHICLES

The following Equipment/Vehicles comprises an Equipment/Vehicle Group which is the subject of the attached Lease with Option to Purchase Agreement:

<u>Exhibit #</u>	<u>Quantity</u>	<u>Description</u>	<u>Serial Number</u>
1-12	(12)	GMC/Wayne 65 Passenger School Buses	

EXHIBIT C
CERTIFICATE OF ACCEPTANCE

I, the undersigned, hereby certify that I am the duly qualified and acting _____ of CITY OF DANBURY, acting on behalf of DANBURY PUBLIC SCHOOLS, (Lessee); and, with respect to the Lease with Option to Purchase Agreement dated January 10, 1991 (the Lease), by and between Lessor and CITY OF DANBURY, acting on behalf of DANBURY PUBLIC SCHOOLS (Lessee), that:

1. The equipment described in the Lease listed on Exhibit A, page A-____ through A-____ (the Equipment Group) has been delivered and installed in accordance with Lessee's Specifications (as that term is defined in the Lease) and has been accepted by Lessee.

2. The rental payments provided for on the page of Exhibit B to the Lease relating to such Equipment Group (the Rental Payments) shall commence and be due and payable on _____ and the _____ of each _____ thereafter, in the amounts and on the dates shown on such page of Exhibit B to the Lease.

3. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Lease during the current fiscal year of Lessee, and such moneys will be applied in payment of all such Rental Payments due and payable during such current fiscal year.

4. Lessee has obtained from a reputable insurance company qualified to do business in the state of Connecticut (the State) insurance with respect to, all risks required to be covered thereby pursuant to Article VI of the Lease.

5. Lessee is exempt from all personal property taxes, and is (~~except from~~) (subject to)* sales and/or use taxes with respect to the Equipment Group and the Rental Payments.

6. During the Lease Term (as defined in the Lease) the Equipment Group will be used by Lessee to perform essential governmental functions. Such functions are:

7. There is no litigation, action, suit, or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of Lessee or its officers or its employees to enter into the Lease; the proper authorization, approval and execution of the Lease and other documents contemplated thereby; the appropriation of moneys, or any other action taken by Lessee to provide moneys, sufficient to make Rental payments coming due under the Lease in Lessee's current fiscal year; or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

Dated: _____, 19____

CITY OF DANBURY, acting on behalf of DANBURY PUBLIC SCHOOLS, Lessee

By _____

Its _____

* Strike inapplicable term

43	746.96	665.93	81.03	12,144.55
44	746.96	670.19	76.77	11,458.31
45	746.96	674.48	72.48	10,768.64
46	746.96	678.80	68.16	10,075.53
47	746.96	683.14	63.82	9,378.94
48	746.96	687.51	59.45	8,678.88
49	746.96	691.91	55.05	7,975.31
50	746.96	696.34	50.62	7,268.23
51	746.96	700.80	46.16	6,557.61
52	746.96	705.28	41.68	5,843.44
53	746.96	709.80	37.16	5,125.69
54	746.96	714.34	32.62	4,404.36
55	746.96	718.91	28.05	3,679.43
56	746.96	723.51	23.45	2,950.86
57	746.96	728.14	18.82	2,218.66
58	746.96	732.80	14.16	1,482.79
59	746.96	737.49	9.47	743.24
60	746.96	741.94	5.02	0.00
	<u>44,817.60</u>	<u>37,356.00</u>	<u>7,461.60</u>	

* After payment of Rental payment due opposite Purchase Option Price.

FORM OF EXHIBIT B, PAGE B- 1-12

SCHEDULE OF RENTAL PAYMENTS RELATING
TO VEHICLES/EQUIPMENT DESCRIBED ON EXHIBIT A, PAGE A - 1-12

Rental Payments and Option to Purchase Schedule

PMT NO.	PAYMENT DATE	TOTAL PAYMENT	PRINCIPAL COMPONENT	INTEREST COMPONENT	PURCHASE OPTION PRICE*
1		746.96	746.96	0.00	38,083.15
2		746.96	512.66	234.30	37,526.61
3		746.96	515.94	231.02	36,967.28
4		746.96	519.25	227.71	36,405.15
5		746.96	522.57	224.39	35,840.22
6		746.96	525.91	221.05	35,272.46
7		746.96	529.28	217.68	34,701.86
8		746.96	532.67	214.29	34,128.41
9		746.96	536.08	210.88	33,552.10
10		746.96	539.51	207.45	32,972.90
11		746.96	542.96	204.00	32,390.80
12		746.96	546.43	200.53	31,805.79
13		746.96	549.93	197.03	31,217.86
14		746.96	553.45	193.51	30,626.99
15		746.96	556.99	189.97	30,033.17
16		746.96	560.56	186.40	29,436.37
17		746.96	564.14	182.82	28,836.60
18		746.96	567.76	179.20	28,233.82
19		746.96	571.39	175.57	27,628.03
20		746.96	575.05	171.91	27,019.21
21		746.96	578.73	168.23	26,407.34
22		746.96	582.43	164.53	25,792.42
23		746.96	586.16	160.80	25,174.42
24		746.96	589.91	157.05	24,553.33
25		746.96	593.68	153.28	23,929.14
26		746.96	597.48	149.48	23,301.83
27		746.96	601.31	145.65	22,671.38
28		746.96	605.16	141.80	22,037.77
29		746.96	609.03	137.93	21,401.00
30		746.96	612.93	134.03	20,761.05
31		746.96	616.85	130.11	20,117.89
32		746.96	620.80	126.16	19,471.52
33		746.96	624.77	122.19	18,821.92
34		746.96	628.77	118.19	18,169.07
35		746.96	632.79	114.17	17,512.95
36		746.96	636.84	110.12	16,853.56
37		746.96	640.92	106.04	16,190.87
38		746.96	645.02	101.94	15,524.86
39		746.96	649.15	97.81	14,855.52
40		746.96	653.30	93.66	14,182.84
41		746.96	657.48	89.48	13,506.80
42		746.96	661.69	85.27	12,827.37



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

March 5, 1991

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

Re: Reduction of Interest on Delinquent Taxes

The Common Council Committee appointed to review a request to reduce the interest on delinquent taxes met at 8:05 P.M. on February 20, 1991. In attendance were committee members DaSilva and Charles. Also in attendance was Tax Collector Catherine Skurat.

Mr. DaSilva presented a communication from Assistant Corporation Counsel Les Pinter. In the communication Mr. Pinter stated that State Statute 12-146 sets the rate for delinquent taxes at eighteen (18) percent per year.

Because of the information presented, Mr. Charles moved to take no action on this request at this time. Seconded by Mr. DaSilva. Motion carried unanimously.

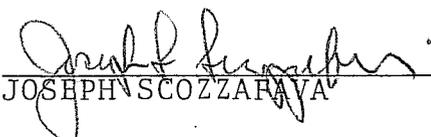
Respectfully submitted,



JOSEPH DaSILVA, Chairman



LOUIS CHARLES



JOSEPH SCOZZAFAVA



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

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Because of the information presented, Mr. Charles moved to take no action on this request at this time. Seconded by Mr. DaSilva. Motion carried unanimously.

Respectfully submitted,

JOSEPH DaSILVA, Chairman

LOUIS CHARLES

JOSEPH SCOZZAFAVA



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

March 5, 1991

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

Re: Committee on Richter Park Authority

The Common Council Committee appointed to study the request for a committee to review the rates at Richter Park and to make recommendations for reducing charges met on February 7, 1991 at 8:00 P.M. in Room 432 in City Hall. In attendance were committee members Charles, Gallo and Scozzafava.

Mr. Charles handed out financial information and expenditure reports for 1990. Mr. Scozzafava moved to recommend that a Common Council Committee be appointed for the above purpose. Seconded by Mr. Gallo. Motion carried unanimously.

The meeting adjourned at 8:15 P.M.

Respectfully submitted,

Louis T. Charles

LOUIS T. CHARLES, Chairman

Bernard P. Gallo

BERNARD P. GALLO

Joseph Scozzafava

JOSEPH SCOZZAFAVA



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

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The meeting adjourned at 8:15 P.M.

Respectfully submitted,

LOUIS T. CHARLES, Chairman

BERNARD P. GALLO

JOSEPH SCOZZAFAVA

39



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

March 5, 1991

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

Re: Request to Purchase Property on Liberty Street

The Common Council Committee appointed to review a request for the purchase of property on Liberty Street met at 8:00 P.M. on February 27, 1991. In attendance were committee members Butera and Scalzo. Also in attendance were Director of Planning Dennis Elpern and Council Member Joseph DaSilva, ex-officio.

Mr. Elpern explained that a parcel of land on Liberty Street was being retained by the City for a parking garage. This land is part of the redevelopment parcel. He reviewed the progress of the parking facility that is located between Delay Street and Patriot Drive. This facility provides parking that is being displaced by the redevelopment projects that have been bid. In order to provide for the additional parking that will be generated and to offer parking for Main Street businesses, the parcel on Liberty Street will be developed into a parking garage also. This will be paid for by the developers of the various redevelopment projects.

Because of a problem with an easement behind the Hull building on Main Street, the construction of the parking facility here was difficult. In order to facilitate this construction, the purchase of a parcel of land measuring 999 square feet for \$20,000 was offered by the Danbury Parking Authority. With this additional property this parking facility can be built at this site. Because the funds for purchase came from the Parking Authority and the funds for construction come from the developers of redevelopment parcels, the cost of this facility will not be borne by the taxpayers of Danbury.

After discussion, Mr. Scalzo moved to recommend approval of the property on Liberty Street (Parcel 7) for the construction of a second parking facility. Seconded by Mrs. Butera. Motion carried unanimously.

Respectfully submitted,

JANET BUTERA, Chairman

HARRY W. SCALZO

WALTER BOUGHTON



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

March 5, 1991

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

Re: Section 21-9 of the Code of Ordinances

The Common Council Committee appointed to review Section 21-9 of the Code of Ordinances met at 7:30 P.M. on January 15, 1991 and at 7:30 P.M. on February 19, 1991. In attendance were committee members DaSilva, John Esposito and Boughton. Also in attendance were William Buckley, Eric Gottschalk, Esq., and Council Members Regan and Scalzo, ex-officio.

Mr. Gottschalk presented a draft ordinance (21-50) that would offer a right of appeal from charges pertaining to water use. This ordinance would allow an appeal to the Common Council within sixty (60) days of the receipt of the invoice. There would be three restrictions to this process: the bill must be at least 50% more than the same quarter of the previous year; the increase cannot be the result of a legislative increase in charges; and the increase shall not be a result of a leak unless it was beyond the control of the petitioner and was corrected within five business days of its discovery.

Mr. Buckley stated that numerous problems would come from this ordinance. His department receives many complaints throughout the year. Most of these are settled at that level. There has been only one complaint in ten years that was not resolved without coming to the Common Council.

After considerable discussion, Mr. Esposito moved to take no action on this proposed ordinance at this time. Mr. DaSilva seconded the motion. The motion carried 2-1. Mr. Boughton voted in the negative.

Respectfully submitted,


JOSEPH DASILVA, Chairman


JOHN ESPOSITO


DONALD BOUGHTON



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

March 5, 1991

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

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Respectfully submitted,

JOSEPH DASILVA, Chairman

JOHN ESPOSITO

DONALD BOUGHTON



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

March 5, 1991

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

Re: Recycling Alternatives

The Common Council Committee appointed to review a request to study recycling alternatives met at 7:38 P.M. on February 25, 1991. In attendance were committee members DaSilva and John Esposito. Also in attendance were Robert Palmer, Regional Recycling Co-ordinator for HRRA, Mayoral Aide Basil Friscia and Council Member Bernard Gallo, ex-officio.

Mr. Gallo asked about the \$300 per month fee to collect recyclable items. A discussion was held concerning this cost as it is reflected on the bill for the hauling of solid waste and the collection of recyclables. Further discussion was held on host community benefits. Mr. Palmer and Mr. Friscia explained that Danbury is receiving free hauling from the Recycling Center to the Intermediate Processing Center (I.P.C.). This service is worth approximately \$15,000 per year or 75¢ per ton. The usual host community benefit is 30¢ per ton.

A discussion was then held on the status of capital funds to the various member communities of HRRA. With the Town of Ridgefield and the Town of Redding not joining, the City of Danbury grant is reduced from \$316,000 to \$220,000. If these towns were to later ask to bring recyclables to the I.P.C they would pay an additional \$7.00 per ton. If they were to ask to be a member of HRRA they would have to negotiate with the group.

A comparison was made with the deal taken by Ridgefield and Redding. It was reported that HRRA has the lowest tip fee in the State of Connecticut. This was obtained through the public procurement process. The Town of Ridgefield and Redding are not being charged a direct fee by their collector, but the haulers in these towns will be charged a fee that will pass on to the homeowners. Mr. Palmer reported that there is a scale in the contract that reflects on the price of recyclable materials. If the annual composite revenue falls below \$15.00 per ton, HRRA will have to pay through a subsequent year tip fee adjustment, 33% of the downfall. If, however, the composite revenue exceeds \$30 per ton, HRRA will share through a subsequent year tip fee adjustment, 50% of the excess revenue. The mean price of composite revenue is approximately \$31.00 a ton at this time.

In summary, the discussion with Mr. Palmer and Mr. Friscia addressed the concerns of the committee. Although there are many concerns, it appears that the present arrangement for recyclable materials has been negotiated to the maximum benefit of the City of Danbury. It also appears that the alternatives available, for a single City to negotiate with a processor, is much too risky at this time.

Mr. Esposito moved to take no action at this time. Seconded by Mr. DaSilva . Motion passed unanimously.

Respectfully submitted,



JOSEPH DaSILVA, Chairman



JOHN J. ESPOSITO



JOSEPH SCOZZAFAVA



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

March 5, 1991

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

Re: Recycling Alternatives

The Common Council Committee appointed to review a request to study recycling alternatives met at 7:38 P.M. on February 25, 1991. In attendance were committee members DaSilva and John Esposito. Also in attendance were Robert Palmer, Regional Recycling Co-ordinator for HRRA, Mayoral Aide Basil Friscia and Council Member Bernard Gallo, ex-officio.

Mr. Gallo asked about the \$300 per month fee to collect recyclable items. A discussion was held concerning this cost as it is reflected on the bill for the hauling of solid waste and the collection of recyclables. Further discussion was held on host community benefits. Mr. Palmer and Mr. Friscia explained that Danbury is receiving free hauling from the Recycling Center to the Intermediate Processing Center (I.P.C.). This service is worth approximately \$15,000 per year or 75¢ per ton. The usual host community benefit is 30¢ per ton.

A discussion was then held on the status of capital funds to the various member communities of HRRA. With the Town of Ridgefield and the Town of Redding not joining, the City of Danbury grant is reduced from \$316,000 to \$220,000. If these towns were to later ask to bring recyclables to the I.P.C. they would pay an additional \$7.00 per ton. If they were to ask to be a member of HRRA they would have to negotiate with the group.

A comparison was made with the deal taken by Ridgefield and Redding. It was reported that HRRA has the lowest tip fee in the State of Connecticut. This was obtained through the public procurement process. The Town of Ridgefield and Redding are not being charged a direct fee by their collector, but the haulers in these towns will be charged a fee that will pass on to the homeowners. Mr. Palmer reported that there is a scale in the contract that reflects on the price of recyclable materials. If the annual composite revenue falls below \$15.00 per ton, HRRA will have to pay through a subsequent year tip fee adjustment, 33% of the downfall. If, however, the composite revenue exceeds \$30 per ton, HRRA will share through a subsequent year tip fee adjustment, 50% of the excess revenue. The mean price of composite revenue is approximately \$31.00 a ton at this time.

In summary, the discussion with Mr. Palmer and Mr. Friscia addressed the concerns of the committee. Although there are many concerns, it appears that the present arrangement for recyclable materials has been negotiated to the maximum benefit of the City of Danbury. It also appears that the alternatives available, for a single City to negotiate with a processor, is much too risky at this time.

Mr. Esposito moved to take no action at this time. Seconded by Mr. DaSilva . Motion passed unanimously.

Respectfully submitted,

JOSEPH DaSILVA, Chairman

JOHN J. ESPOSITO

JOSEPH SCOZZAFAVA



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

March 5, 1991

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

Re: Request for Sewer and Water Extension
5,7,9 Morgan Avenue

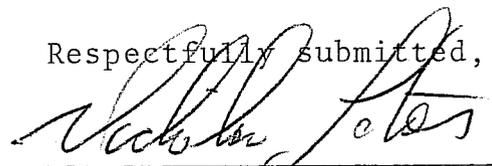
The Common Council Committee appointed to review the request for sewer and water extension at 5, 7, and 9 Morgan Avenue met on February 11, 1991 at 7:30 P.M. in City Hall. In attendance were Committee Members Zotos, Farah and Boughton. Also in attendance were William Buckley and A. Rizzo, the petitioner.

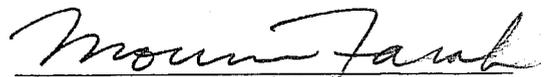
Mr. Zotos made a motion to waive Roberts Rules of Order. Seconded by Mr. Boughton. Motion carried unanimously. Mr. Buckley and the petitioner discussed the project including offices and storage buildings with the committee. Mr. Boughton pointed out that no sewer line is in place yet. Mr. Boughton made a motion that the request be granted subject to the required eight steps (attached) and well as subject to the following ninth step:

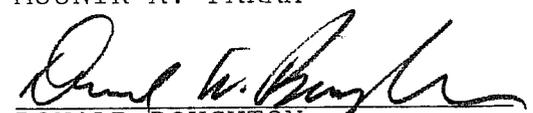
9. No building permit shall be issued to No. 5, 7 and 9 Morgan Avenue until the sewer and water line is extended to the Marriott Complex off Morgan Avenue as approved by the Common Council.

Seconded by Dr. Farah. Motion carried unanimously. Planning Commission approved was received on January 16, 1991.

Respectfully submitted,


NICHOLAS ZOTOS, Chairman


MOUNIR A. FARAH


DONALD BOUGHTON

is the recommendation of this committee that the petition be granted with the following conditions and restrictions: 43

1. The petitioner shall bear all costs relative to the installation of said sewer and water lines.
2. The petitioner shall submit as-built drawings of this extension, prepared by a licensed Connecticut Land Surveyor, for approval by the City Engineer.
3. Detailed Engineering Plans and Specifications are to be approved by the City Engineer and the Superintendent of Public Utilities prior to the start of construction.
4. If required, a Warranty Deed in a form satisfactory to the Corporation Counsel shall be executed by the petitioner conveying to the City of Danbury, all right, title, interest and privileges required hereunder, and said Deed shall be held in escrow for recording upon completion of installation.
5. That upon completion of installation, title to said sewer and water line within City Streets, and any necessary documents be granted to the City in a form which is acceptable to the City Engineer and Corporation Counsel.
6. The petitioner shall convey ownership of and easements to all or such portions of the sewer and water lines as the City Engineer's Office determines are of potential benefit to other landowners in the City.
7. Should another, other than the petitioner hold title to any land involved in the approval, then consent prior to any installation or hook-up shall be furnished in a form satisfactory to the City Engineer and Corporation Counsel.
8. No Certificate of Occupancy shall be issued until the above requested forms, documents, plans, etc. are received and the City owns the extended sewer and water lines.
8. This approval shall expire eighteen (18) months following the date of Common Council action.

9. No building permit shall be issued to No. 5, 7, and 9 Morgan Avenue until the sewer and water line is extended to the Marriott Complex off Morgan Avenue as approved by the Common Council.



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

March 5, 1991

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

Re: Request for Sewer and Water Extension
5,7,9 Morgan Avenue

The Common Council Committee appointed to review the request for sewer and water extension at 5, 7, and 9 Morgan Avenue met on February 11, 1991 at 7:30 P.M. in City Hall. In attendance were Committee Members Zotos, Farah and Boughton. Also in attendance were William Buckley and A. Rizzo, the petitioner.

Mr. Zotos made a motion to waive Roberts Rules of Order. Seconded by Mr. Boughton. Motion carried unanimously. Mr. Buckley and the petitioner discussed the project including offices and storage buildings with the committee. Mr. Boughton pointed out that no sewer line is in place yet. Mr. Boughton made a motion that the request be granted subject to the required eight steps (attached) and well as subject to the following ninth step:

9. No building permit shall be issued to No. 5, 7 and 9 Morgan Avenue until the sewer and water line is extended to the Marriott Complex off Morgan Avenue as approved by the Common Council.

Seconded by Dr. Farah. Motion carried unanimously. Planning Commission approved was received on January 16, 1991.

Respectfully submitted,

NICHOLAS ZOTOS, Chairman

MOUNIR A. FARAH

DONALD BOUGHTON

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

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

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

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

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

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

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

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

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

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

9. No building permit shall be issued to No. 5, 7, and 9 Morgan Avenue until the sewer and water line is extended to the Marriott Complex off Morgan Avenue as approved by the Common Council.



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

March 5, 1991

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

Re: Request for Sewer Extension on Elwell Place

The Common Council Committee appointed to review the request for sewer extension on Elwell Place met on January 17, 1991 at 7:30 P.M. in the Fourth Floor Lobby in City Hall. In attendance were committee members Falzone, Zotos and Regan. Also in attendance were Superintendent of Public Utilities William Buckley and Mark Kornhaas from Consultants and Engineers, Inc.

The Chairman read the Planning Commission's positive recommendation for the request. Mr. Buckley stated that this extension was not part of the overall sewer plan that was part of the bond issue and therefore needed a sewer extension. Mr. Kornhaas stated that the sewer line will extend 223 feet to serve an existing dwelling and an empty lot and the petitioner would pay for the extension.

Mr. Regan made a motion to approve the sewer line extension subject to the customary eight steps. Seconded by Mr. Zotos. Motion carried unanimously.

Respectfully submitted,


MICHAEL FALZONE, Chairman


NICHOLAS ZOTOS


ARTHUR REGAN



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

March 5, 1991

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

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Mr. Regan made a motion to approve the sewer line extension subject to the customary eight steps. Seconded by Mr. Zotos. Motion carried unanimously.

Respectfully submitted,

MICHAEL FALZONE, Chairman

NICHOLAS ZOTOS

ARTHUR REGAN

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

- 1. The petitioner shall bear all costs relative to the installation of said sewer line .
- 2. The petitioner shall submit as-built drawings of this extension, prepared by a licensed Connecticut Land Surveyor, for approval by the City Engineer.
- 3. Detailed Engineering Plans and Specifications are to be approved by the City Engineer and the Superintendent of Public Utilities prior to the start of construction.
- 4. If required, a Warranty Deed in a form satisfactory to the Corporation Counsel shall be executed by the petitioner conveying to the City of Danbury, all right, title, interest and privileges required hereunder, and said Deed shall be held in escrow for recording upon completion of installation.
- 5. That upon completion of installation, title to said sewer line line within City Streets, and any necessary documents be granted to the City in a form which is acceptable to the City Engineer and Corporation Counsel.
- 6. The petitioner shall convey ownership of and easements to all or such portions of the sewer lines as the City Engineer's Office determines are of potential benefit to other landowners in the City.

Should another, other than the petitioner hold title to any land involved in the approval, then consent prior to any installation or hook-up shall be furnished in a form satisfactory to the City Engineer and Corporation Counsel.
- 7. No Certificate of Occupancy shall be issued until the above requested forms, documents, plans, etc. are received and the City owns the extended sewer lines.
- 8. This approval shall expire eighteen (18) months following the date of Common Council action.



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

PROGRESS REPORT

March 5, 1991

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

Re: Request to use City-owned Land for a Soccer Complex

The Common Council Committee appointed to review the request to use City owned land for a soccer complex met on February 21, 1991 at 8:00 P.M. in Room 432 in City Hall. In attendance were committee members Falzone, Zotos and Fazio. Also in attendance were Director of Parks and Recreation Robert Ryerson, Nelson Neves of the PAL and Council Member Dean Esposito, ex-officio.

Mr. Falzone asked Mr. Ryerson what sites were being looked at and how big a site would be needed for the soccer complex. Mr. Ryerson stated that there were several sites being looked at by the Parks and Recreation Department and PAL. These sites included the Bear Mountain, Dryska and Tarrywile properties. Mr. Ryerson stated that at least 15 to 20 acres of property would be needed for six soccer fields. These fields would be used on a rotation basis so that grass would not be worn down on the fields. He also stated that the Youth Soccer League had approximately 700 youths. Mr. Ryerson stated that this project would not cost the City any money except for the donated land because PAL would raise the necessary funds to build the complex. Mr. Fazio added that with a soccer complex being built, soccer tournaments could come into the City and these tournaments last three days. These events would bring in added income to the City.

The committee agreed to meet again when some definite sites were looked into and the appropriate individuals contacted so that they could attend the meeting.

Respectfully submitted,

MICHAEL FALZONE, Chairman

NICHOLAS ZOTOS

MICHAEL FAZIO



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

PROGRESS REPORT

March 5, 1991

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

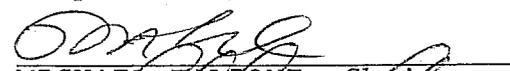
Re: Request to use City-owned Land for a Soccer Complex

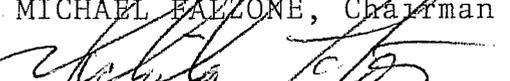
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Respectfully submitted,


MICHAEL FALZONE, Chairman


NICHOLAS ZOTOS


MICHAEL FAZIO



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CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ
MAYOR

(203) 797-4511

March 5, 1991

Honorable Members of the Common Council
City of Danbury, Connecticut 06810

Dear Council Members:

This past December, the Union Carbide Corporation donated \$25,000 to the City of Danbury for affordable housing initiatives. The Council accepted this donation for this purpose at the January, 1991 regular monthly meeting.

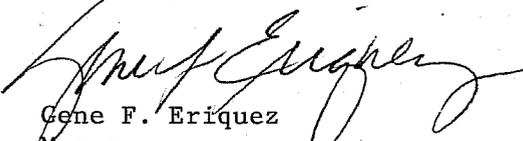
Danbury has been a leader in building regional cooperation to develop affordable housing. As you may recall, our administration sponsored a Regional Housing Summit in March of 1990. One of the accomplishments of this Summit is the establishment of the Housatonic Valley Council of Elected Officials Affordable Housing Resource Fund.

This Fund will provide resources for the ten town HVCEO region to draw on for the development of affordable housing initiatives within each respective municipality.

Accordingly, I respectfully request that you approve allocating \$10,000 from the Union Carbide donation to this Regional Resource Fund so other towns may adequately address affordable housing needs in their communities, thereby benefiting our entire region.

Thank you for your cooperation.

Sincerely,


Gene F. Eriquez
Mayor

GFE/msm