

COMMON COUNCIL MEETING

MAY 7, 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, Setaro, Gogliettino, DaSilva, John Esposito, Smith, Cassano, Charles, Boughton, Boynton, Butera, Regan, Scozzafava, Valeri

18

Present

3

Absent

PUBLIC SPEAKING SESSION

CONSENT CALENDAR - The Consent Calendar was presented by

MINUTES - Minutes of the Common Council Meeting held April 2, 1991 and the Special Meeting held April 18, 1991.

✓1 ORDINANCE - Site Designation for Recycling Materials

✓2 ORDINANCE - Section 16-49(b) Certain Materials Prohibited

✓3 ORDINANCE - Section 16A-48 Recycling Center Permits

✓4 ORDINANCE - Amendments of Connecticut Basic Building Code

✓5 ORDINANCE - Toxic Levels of Lead Paint

✓6 RESOLUTION - Installation of Traffic Signal at Route 39 and King Street

✓7 RESOLUTION - Grants Offered through the HRRA

✓8 RESOLUTION - Eagle Road - Conrail

✓9 RESOLUTION - Commerce Park Access Road/Federal Road a/k/a Eagle Road Connector

✓10 RESOLUTION - Acceptance of Lakecrest Drive

✓11 RESOLUTION - Drainage and Utility Improvement at Airport

✓12 RESOLUTION - Kenosia Avenue Bridge

✓13 COMMUNICATION - Appointment to the Commission on Persons with Disabilities

✓ 14	COMMUNICATION - Appointment to the Commission on the Status of Women
✓ 15	COMMUNICATION - Reappointments to the Lake Kenosia Commission
✓ 16	COMMUNICATION - Reappointment to the Candlewood Lake Authority
✓ 17	COMMUNICATION - Request to reverse name change of Jarrod Drive
✓ 18	COMMUNICATION - Donation to the Department of Elderly Services
✓ 19	COMMUNICATION - Donation to the Fire Department from Sealed Air Corporation
✓ 20	COMMUNICATION - Donation to the Library
✓ 21	COMMUNICATION - Donations to the Library
✓ 22	COMMUNICATION - Donation of Health Database to Danbury Hospital
✓ 23	COMMUNICATION - Donation to the Fire Department from Energy Research Corporation
✓ 24	COMMUNICATION - Drinking Water Week
✓ 25	COMMUNICATION - Request for Funds for Fire Department Special Services Account
✓ 26	COMMUNICATION - Request from SNET to place equipment on City land
27 ✓	COMMUNICATION - Request for ad hoc committee to review existing Peddler's Ordinance
✓ 28	COMMUNICATION - Request for Waiver of Connection Fees - Bright Clouds Church
✓ 29	COMMUNICATION - Reports from Aviation and Planning Commissions regarding Executive Air Service Lease
✓ 30	COMMUNICATION - Request for Sewer Extension - 73 Padanaram Road
✓ 31	COMMUNICATION - Request for Sewer and Water Extensions - Danbury Municipal Airport
✓ 32	COMMUNICATION - Request for Sewer Extension - 32-32½ Padanaram Avenue
✓ 33	COMMUNICATION - Ledgemere Drive Sewer Easements
✓ 34	COMMUNICATION - DePalma Subdivision
✓ 35	COMMUNICATION - Benham Street

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- ✓49

COMMUNICATION - Request to widen portion of road

COMMUNICATION - Request to sell property at 1 Ann Drive to the City

COMMUNICATION - Fieldstone Drive, Fieldstone Acres

COMMUNICATION - Leases of City Property at Old Quarry Nature Center and Bear Mountain Ranger Residence

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

REPORT - Transfer from Landfill Enterprise Account

REPORT - Offer of Land for Sale - 53 South Street

REPORT - Plumtrees Road - Lot #L12015

REPORT - Cedar Heights Water Company, Lot K04114, 101-103 Lakeview Avenue

REPORT - Tarrywile Park Carriage House Lease

REPORT - Lease - Candlewood Concession Stand

REPORT - Request for Water Extension - 89 Rose Hill Avenue

REPORT - Suspense List

PROGRESS REPORT - Proposed Agreement between the City of Danbury and Danbury Hospital

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

✓50 COMMUNICATION- lease for carriage HOUSE ACROSS From terrywile park

COMMON COUNCIL - ROLL CALL

<u>NAME</u>	<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	✓	
CHRISTOPHER C. SETARO	✓	
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	✓	2 no

16 yes

# CONSENT CALENDAR

May 7, 1991

- 6 - Approve installation of traffic light at Route 39 and King Street
- 7 - Approve recycling grant offered through HRRA
- 8 - Approve Resolutions to acquire easements for Eagle Road Project
- 9 - Approve extensions of Resolutions for property acquisitions for Eagle Road Project
- 10 - Approve acceptance of Lakecrest Drive as a City Highway
- 11 - Approve drainage and utility improvement at Danbury Airport
- 12 - Approve property acquisition on Kenosia Avenue
- 13 - Approve appointment of Grace Scire to Commission on Persons with Disabilities
- 14 - Approve appointment to the Commission on the Status of Women
- 15 - Approve reappointments to the Lake Kenosia Commission
- 16 - Approve reappointment to the Candlewood Lake Authority
- 25 - Approve appropriation of \$10,000 for Fire Department Special Services Account
- 29 - Take no action on Executive Air Services Lease at this time
- 33 - Approve Resolution to acquire property on Ledgemere Drive
- 35 - Deny petition to accept Benham Street and send copy of Engineer's report to petitioners
- 42 - Deny offer of land at 53 South Street
- 43 - Approve development of contractual agreement with BRT Corporation for Lot #12015 on Plumtrees Road
- 44 - Approve sale of property on Lakeview Avenue to Cedar Heights Water Co.
- 46 - Approve lease for Candlewood Park Concession Stand
- 47 - Approve request for water extension at 89 Rose Hill Avenue
- 48 - Approve Suspense List
- 49 - Approve Progress Report on proposed agreement between the City of Danbury and Danbury Hospital and send approval to Planning Commission



# CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ  
MAYOR

(203) 797-4511

May 2, 1991

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

RE: Designation of Site for the Disposal of Recyclables

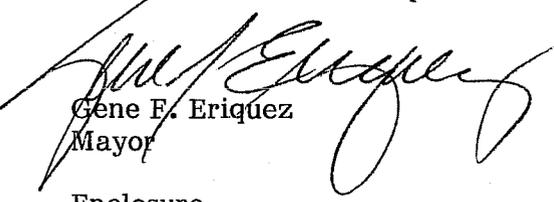
Dear Council Members:

Attached please find a copy of a proposed ordinance, Section 16A-79, which establishes the site for the disposal of recyclables generated from residential properties within the City. Pursuant to state statutes, and your authorization, I have provided 60 day's notice to all collectors of our intention to establish this site designation. Now, you must hold a public hearing on the ordinance.

Prior to the adoption of this ordinance you must, by state law, consider the private recycling occurring within the City, the effects of the proposed designation on such recycling, and the State policy that "private industry is to be utilized to the maximum extent feasible to perform planning, design, management, construction, operation, manufacturing and marketing functions related to solid waste disposal and resources recovery and to assist in the development of industrial enterprise based upon resources recovery, recycling and reuse."

I would ask that the public hearing be held this month and that the proposed ordinance be considered as soon as possible thereafter.

Sincerely,

  
Gene F. Eriquez  
Mayor

Enclosure



**CITY OF DANBURY**  
**DANBURY, CONNECTICUT 06810**

**LANDFILL DEPARTMENT**  
**(203) 796-1562**

**WILLIAM J. BUCKLEY, P.E.**  
**SUPT. OF PUBLIC UTILITIES**

May 1, 1991

TO: City of Danbury Common Council & Mayor Gene Eriguez  
FROM: Mr. William Buckley, Supt. of Public Utilities  
RE: Changes/Modifications to City Ordinances

Mr. Eric Gottschalk and I have prepared changes and modifications to the City Code of Ordinances regarding the Recycling Center. Specifically, my concern surrounds the useage of the Recycling Center by non-residents of the city. The changes require people to have a "Landfill Permit" in order to use the Recycling Center. There are no changes proposed in the fee schedule at this time.

WJB/sw

cc: J.A. Schweitzer

COPY INDICATING INSERTIONS AND DELETIONS

THAT paragraph (1) of Subsection 6-02(a) of the Code of Ordinances of Danbury, Connecticut is hereby amended to read as follows:

Sec. 6-02. Amendment of Connecticut Basic Building Code.

(a) [Fees generally:]

(1) In accordance with the provisions of Section 29-252-114.3.1 of the Connecticut Basic Building Code, before receiving a building permit the owner, or his agent, shall pay a fee in accordance with the following schedule and based on the value of the work performed:

Valuation of Work:	Fee:
Up to <del>\$1,000.00</del>	<del>\$10.00</del>
<u>BELOW \$1,000.00</u>	<u>\$15.00</u>
<del>\$1,000.01</del> <del>TO</del> <del>\$50,000.00</del>	
<u>\$1,000.00</u> <u>AND ABOVE</u>	<del>\$10.00</del> <u>\$15.00</u> for the first <u>\$1,000.00</u> , plus <del>\$7.50</del> <u>\$10.00</u> for each additional <u>\$1,000.00</u> or part thereof.
<del>Above \$50,000.00</del>	<del>\$353.00,</del> plus <del>\$7.00</del> for each additional <del>\$1,000.00</del> or part thereof

Additions or changes are indicated in the case of numerals by underscoring. In the case of language changes or additions they are indicated by UNDERSCORING AND CAPITALIZATION.

Deletions are indicated by strikeouts.

COPY SHOWING ADDITIONS AND DELETIONS IN TEXT

THAT subsection (b) of Section 6-02 of the Code of Ordinances of Danbury, Connecticut be and hereby is amended to read as follows:

(b) [Additional fees.] In accordance with the provisions of Section 19-395-117.3 of the Connecticut Basic Building Code, before receiving a permit or certificate for the following uses or for the conduct of any of the following activities the owner or agent shall pay the fee prescribed below:

Type of Permit or Certificate	Fee
(1) Demolition permits	Three (3) per cent of the actual cost of demolition
(2) Permits for the moving of buildings	\$25.00 per building
<del>(3)</del> Permits for vented type gas-fired heaters	<del>\$10.00</del> each
* <del>(4)</del> Permits for oil burners	<del>\$10.00</del> each
* (5) Permits for wood stoves	\$10.00 each
* (6) Permits for tanks with a capacity in excess of <del>500</del> <u>250</u> gallons	\$50.00 each
* (7) Permits for signs	
a. If ten (10) square feet or less	\$10.00
b. If in excess of ten (10) square feet:	
1. For the first ten (10) square feet	\$10.00
2. Per square foot for each additional square foot or part thereof	\$0.50
* (8) Certificate of Occupancy	\$10.00 each

Deletions indicated by ~~Strikeouts~~

Additions indicated by underscoring

\* Indicates that these paragraphs have been renumbered on the final ordinance.

COPY SHOWING ADDITIONS AND DELETIONS IN TEXT

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Deletions indicated by **Strikeouts**

Additions indicated by underscoring

\* Indicates that these paragraphs have been renumbered on the final ordinance.



**CITY OF DANBURY**  
**DANBURY, CONNECTICUT 06810**

5  
(203) 797-4625

**HEALTH AND HOUSING DEPARTMENT**  
**20 WEST STREET**

April 23, 1991

The Honorable Gene F. Eriquez  
and Members of the Common Council  
City of Danbury  
155 Deer Hill Avenue  
Danbury, Connecticut 06810

RE: Lead Paint Ordinance

Dear Mayor Eriquez and Council Members:

Enclosed for your consideration is an amendment to Section 10-4(5) of the Danbury Code of Ordinances dealing with lead paint hazards in residential dwellings.

The proposed amendment has been prepared with the assistance of Acting Corporation Counsel Eric L. Gottschalk with input from Assistant Corporation Counsel Peter Buzaid, who handles our housing code enforcement cases. The proposed amendment is required to correct deficiencies in the existing ordinance and to allow the City to comply with the proposed lead paint abatement regulations of the State of Connecticut.

We thank you for your consideration of this important public health concern.

Sincerely yours,

William Campbell  
Director of Health

WC:ts

cc: Peter Buzaid, Esq.  
Eric L. Gottschalk, Esq  
Paul Schierloh



# 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 install a traffic control signal on Route 39 at King Street and Padanaram Road; and

WHEREAS, the State of Connecticut has determined that the installation of a traffic signal at said location is warranted; and

WHEREAS, the State of Connecticut is willing to undertake the installation of said signal if the City of Danbury is willing to assume a portion of the cost of said installation and execute an agreement with the State to that effect; and

WHEREAS, on July 6, 1989 the Common Council of the City of Danbury approved funding for said project;

NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF DANBURY THAT Gene F. Enriquez, Mayor of the City of Danbury, be and hereby is authorized to execute Agreement No. 10.26-03(90) between the State of Connecticut and the City of Danbury for the installation of a traffic control signal at the intersection of Route 39 at King Street and Padanaram Road in the City of Danbury.



# 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 has established a local recycling program in accordance with the requirements of state law; and,

WHEREAS, the City of Danbury has executed a Municipal Recycling Services Agreement between it and the Housatonic Resources Recovery Authority (hereinafter designated as the "HRRA") which is intended to further a regional approach to the issue of recycling; and,

WHEREAS, said Agreement authorizes the HRRA to apply for grant funds from the State of Connecticut for the benefit of the City of Danbury; and,

WHEREAS, the HRRA has so applied and the State of Connecticut, acting by its Department of Environmental Protection, has approved the aforesaid application, subject to its further approval of the purposes for which said funds will be used by the City; and,

WHEREAS, the approval of the purposes for which said grant may be used will result in the transfer of Two Hundred and Twenty Thousand, One Hundred and Forty-One Dollars (\$220,141.00) to the City; and,

WHEREAS, the City of Danbury wishes to use said funds for the purpose of designing and implementing a plan for the improvement of municipal facilities for the handling and processing of state designated recyclable materials;

NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF DANBURY THAT Mayor Gene F. Eriquez be and hereby is authorized to execute any applications or agreements necessary to obtain said grant funds and to accept said funds, if offered by the State through the HRRA and to take any additional action necessary to accomplish the purposes hereof.



# RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

\_\_\_\_\_ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

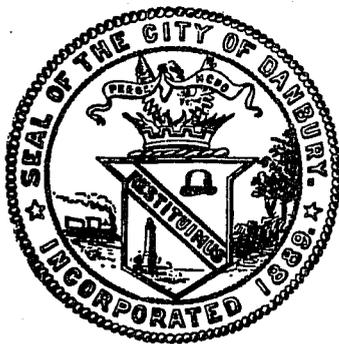
WHEREAS, the City of Danbury wishes to reconstruct and improve a roadway to be known as the Eagle Road Connector; and,

WHEREAS, as part of that project, the City of Danbury wishes to alter and improve traffic control devices and grade crossing surfaces where the Connector crosses property of the Consolidated Rail Corporation; and

WHEREAS, the portion of the aforesaid work within the area controlled by the railroad must be done by the Consolidated Rail Corporation; and

WHEREAS, the City of Danbury and the Consolidated Rail Corporation wish to enter into an agreement whereby the Consolidated Rail Corporation would perform said work and the City of Danbury would agree to pay for the cost thereof;

NOW THEREFORE BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF DANBURY THAT Mayor Gene F. Eriquez be and hereby is authorized to execute an agreement by and between the City of Danbury and the Consolidated Rail Corporation and to take any additional action necessary to accomplish 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 wishes to reconstruct and improve a roadway to be known as the Eagle Road Connector; and

WHEREAS, as part of that project, the City of Danbury is obliged to obtain the right to create a public railroad crossing near the intersection of Eagle Road and Federal Road; and

WHEREAS, in order to obtain said right, the acquisition of an interest in and to real property will be required as hereinafter set forth; and

WHEREAS, the property to be acquired is located within the right of way of the Consolidated Rail Corporation as the same intersects with the Eagle Road Connector; and

WHEREAS, eminent domain proceedings will be necessary if the City of Danbury cannot agree with the Consolidated Rail Corporation upon the amount, if any, to be paid for the interest to be taken in and to the above referenced real property;

NOW THEREFORE BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF DANBURY THAT the Corporation Counsel of the City of Danbury is hereby authorized to acquire a permanent easement permitting the establishment of a public railroad crossing as described above either by negotiation or by eminent domain through the institution of suit with respect to the affected property of the Consolidated Rail Corporation and its successors and assigns, if any.



# CITY OF DANBURY

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

PLEASE REPLY TO:

April 26, 1991

DANBURY, CT 06810

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

Re: Eagle Road - ConRail

Dear Mayor and Council Members:

In conjunction with the Eagle Road Connector reconstruction project, it will be necessary to make improvements and modifications to existing traffic control devices and grade crossing surfaces. In addition, we have recently been advised that the railroad will require that the City obtain a permanent easement from it converting the present private crossing to a public one.

To accomplish the first of these goals we have obtained a proposed agreement from the railroad which is attached hereto for your review and consideration. The agreement is in a form satisfactory to this office. If it meets with your approval, please adopt the attached resolution which will authorize Mayor Eriquez to execute the agreement on behalf of the City.

In order to begin the process of acquiring the required easement, your approval of the second attached resolution will be necessary. It is in a form which we have used in the past, authorizing this office to negotiate with the railroad and if necessary, to proceed to acquire the rights by condemnation.

Please consider and act upon these resolutions at your earliest convenience.

Sincerely,



Eric L. Gottschalk  
Acting Corporation Counsel

ELG:r

Enclosures (2)





# CITY OF DANBURY

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

PLEASE REPLY TO:

April 8, 1991

DANBURY, CT 06810

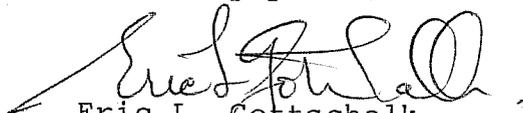
Hon. Gene F. Eriquez, Mayor  
Hon. Members of the Common Council  
City of Danbury  
155 Deer Hill Avenue  
Danbury, Connecticut

Re: Commerce Park Access Road / Federal Road  
a/k/a Eagle Road Connector

Dear Mayor and Council Members:

On November 8, 1990, the Common Council passed a resolution authorizing the Corporation Counsel to acquire by negotiation or eminent domain certain properties necessary to the construction of the Eagle Road Connector. State law requires that the resolution be renewed within six months of the initial approval if the transactions are not completed. Negotiations are continuing; however, the project has not been finalized and it is necessary to ask you for an extension of time to accomplish our purposes. We ask therefore for your review and approval at the May meeting of the attached resolution containing Schedule A (list identifying the property owners / map).

Sincerely yours,

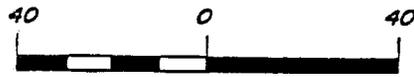
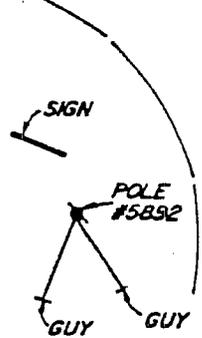
  
Eric L. Gottschalk  
Acting Corporation Counsel

ELG:r

Attachment

SCHEDULE OF PROPERTY OWNERS & PROPOSED 'TAKE' PARCELS

'AR'	35,540 S.F. - 0.816 AC.	MACK / CERUZZI PROPERTIES, INC.
'B'	10,508 S.F. - 0.241 AC.	
	<u>46,048 S.F. - 1.057 AC. = TOTAL</u>	
'CR'	10,446 S.F. - 0.240 AC.	FEDERAL WELDING SERVICE, INC.
'CR-I'	978 S.F. - 0.022 AC.	
	<u>11,424 S.F. - 0.262 AC. = TOTAL</u>	
'D'	2,143 S.F. - 0.049 AC.	ALBERT J. JOWDY
'D-I'	4,937 S.F. - 0.113 AC.	
	<u>7,080 S.F. - 0.162 AC. = TOTAL</u>	
'E'	2,380 S.F. - 0.055 AC.	CHARLES J. TROCCOLO, JR.
'E-I'	847 S.F. - 0.019 AC.	
	<u>3,227 S.F. - 0.074 AC. = TOTAL</u>	
'F'	2,430 S.F. - 0.056 AC.	NATRAM ASSOCIATES
'G'	1,618 S.F. - 0.037 AC.	THOMAS F. MOFFITT
'H'	2,073 S.F. - 0.048 AC.	PAUL F. LOSTOCCO, JR. JOSEPH J. LOSTOCCO



**PROPOSED 'TAKING' MAP**  
**EAGLE ROAD CONNECTOR**  
 DANBURY, CONNECTICUT

Scale:  
 1"=40'

Area:  
 AS SHOWN

Zone: CG-20  
 & 1G-80

Date:  
 May 4, 1989

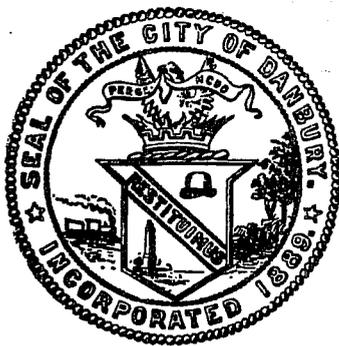
Revisions  
 Oct. 8, 1990

HEREBY CERTIFY THAT THIS MAP AND SURVEY WERE PREPARED IN ACCORDANCE WITH THE STANDARDS OF A CLASS A-2 SURVEY AS DEFINED IN THE CODE OF PRACTICE FOR STANDARDS OF ACCURACY OF SURVEYS AND MAPS, ADOPTED DECEMBER 10, 1975 AS AMENDED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC.

**NEW ENGLAND LAND SURVEYING, P.C.**  
 DANBURY EXECUTIVE TOWER-30 MAIN ST.-DANBURY, CONN.

*Robert M. Bennison*  
 ROBERT M. BENNISON, L.S. #12964

Job No.  
 261



# RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

\_\_\_\_\_ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Common Council has allocated funds for the construction of a Commerce Park Crossing; and

WHEREAS, this project will oblige the City of Danbury to acquire an interest in and to real property as hereinafter set forth; and

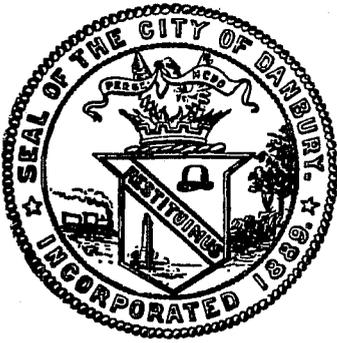
WHEREAS, a prior resolution approving the acquisition of said properties was approved on November 8, 1990; and

WHEREAS, the property to be acquired is shown and designated on a certain map entitled "Proposed 'Taking' Map Eagle Road Connector Danbury, Connecticut" dated May 4, 1989 Revised October 8, 1990, prepared by New England Land Surveying, P.C., certified substantially correct by Robert M. Bennison, L.S. #12964, and

WHEREAS, eminent domain proceedings will be necessary if the City of Danbury cannot agree with the several property owners herein named upon the amount, if any, to be paid for the respective interests of each to be taken in and to the real property as hereinafter set forth; and

WHEREAS, an extension of authority to acquire the aforesaid properties for an additional six (6) month period is required;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF DANBURY THAT the Corporation Counsel of the City of Danbury is hereby authorized to acquire the property interests as hereinafter set forth either by negotiation or by eminent domain through the institution of suits with respect to the following properties and owners thereof, their heirs, administrators, successors and assigns, and their respective mortgage holders and encumbrancers, if any, the affected properties being indicated on the attached Schedule A (with map designation).



# RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

\_\_\_\_\_ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

THAT Lakecrest Drive be and hereby is accepted as a public highway in the City of Danbury, Connecticut subject to the following conditions:

THAT a deed and certificate of title, in a form satisfactory to the Office of the Corporation Counsel, be delivered to the City of Danbury.



# CITY OF DANBURY

155 DEER HILL AVENUE  
DANBURY, CONNECTICUT 06810

April 11, 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:

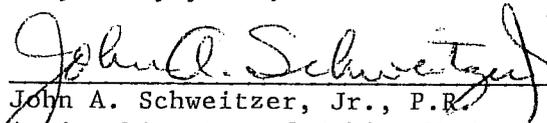
## Lakecrest Drive

Item 25 of the minutes of the April 2, 1991 Common Council meeting referred to our office for a report of the proposal to accept the presently unaccepted portion of Lakecrest Drive as a City Road.

All construction work has been completed to the satisfaction of our office. Reference is made to the enclosed copy of our February 27, 1991 letter to you.

If you have any questions, or require additional information, please give us a call.

Very truly yours,

  
John A. Schweitzer, Jr., P.E.  
Acting Director of Public Works

JAS/PAE/gw

Enclosure

c: Basil Friscia  
Laszlo Pinter, Esquire  
Joseph Justino



# 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

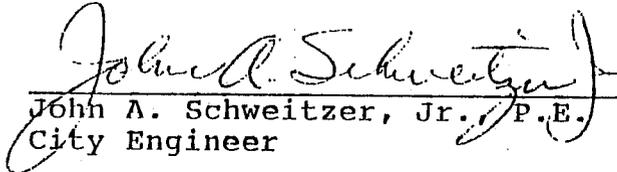
In 1986 (reference Item 065 of the February 4, 1986 Common Council meeting minutes) the Common Council appropriated \$57,000 to bring the unaccepted portion of Lakecrest Drive up to City standards to allow the road to be accepted by the City.

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



10

# CITY OF DANBURY

155 DEER HILL AVENUE  
DANBURY, CONNECTICUT 06810

PLANNING COMMISSION  
(203) 797-4525

April 18, 1991

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

Re: 8-24 Referral - Acceptance of Lakecrest Drive

Dear Council Members:

The Planning Commission at its meeting April 17, 1991 motioned a positive recommendation for the acceptance of Lakecrest Drive for the reason that the City Engineer has certified that it meets all City standards. The bond had been called on this road August 17, 1983 and notice was sent to Assistant Coporation Counsel Thomas West on August 18, 1983.

The motion was made by Mr. Deeb, seconded by Mr. Sibbitt and passed with "ayes" from Commissioners Deeb, Sibbitt, and Hyman. Commissioner Zaleta disqualified himself from voting on this matter.

Sincerely yours,

*Joseph Justino*  
(94)

Joseph Justino  
Chairman



# 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 (and)  
Members of the Common Council

May 01, 1991

In 1990, the FAA requested that we design the drainage and utility improvement at the Airport utilizing our money and they would reimburse us when we received our grant.

Thanks to the Director of Finance, Common Counsel and your office, we were able to start the drainage project.

I've been recently informed by Mr. Cronin, Manager of Planning and Programming of the FAA, that our project: Airport Drainage, Culvert and Utility improvement will be funded this year. He also informs me that we have to be under grant by the end of June 1991, this translates into: that we have to put this project out to bid by the middle of May 1991 and execute the grant by the end of June 30, 1991.

I have enclosed the resolution requesting permission to proceed with this project, that the \$127,000 set aside be reduced to \$50,000 and the \$77,000.00 transferred back into the airport reserve account for future use. Know that the FAA has made this grant eligible the City has saved \$77,000.00 for future projects.

I wish to thank the Mayor, Members of the Common Council and the Director of Finance for their patience and assistance in this matter.

Sincerely,

  
Paul D. Estefan  
Airport Administrator

cc: file (mayor21/disk9)



# RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

\_\_\_\_\_ A. D., 19

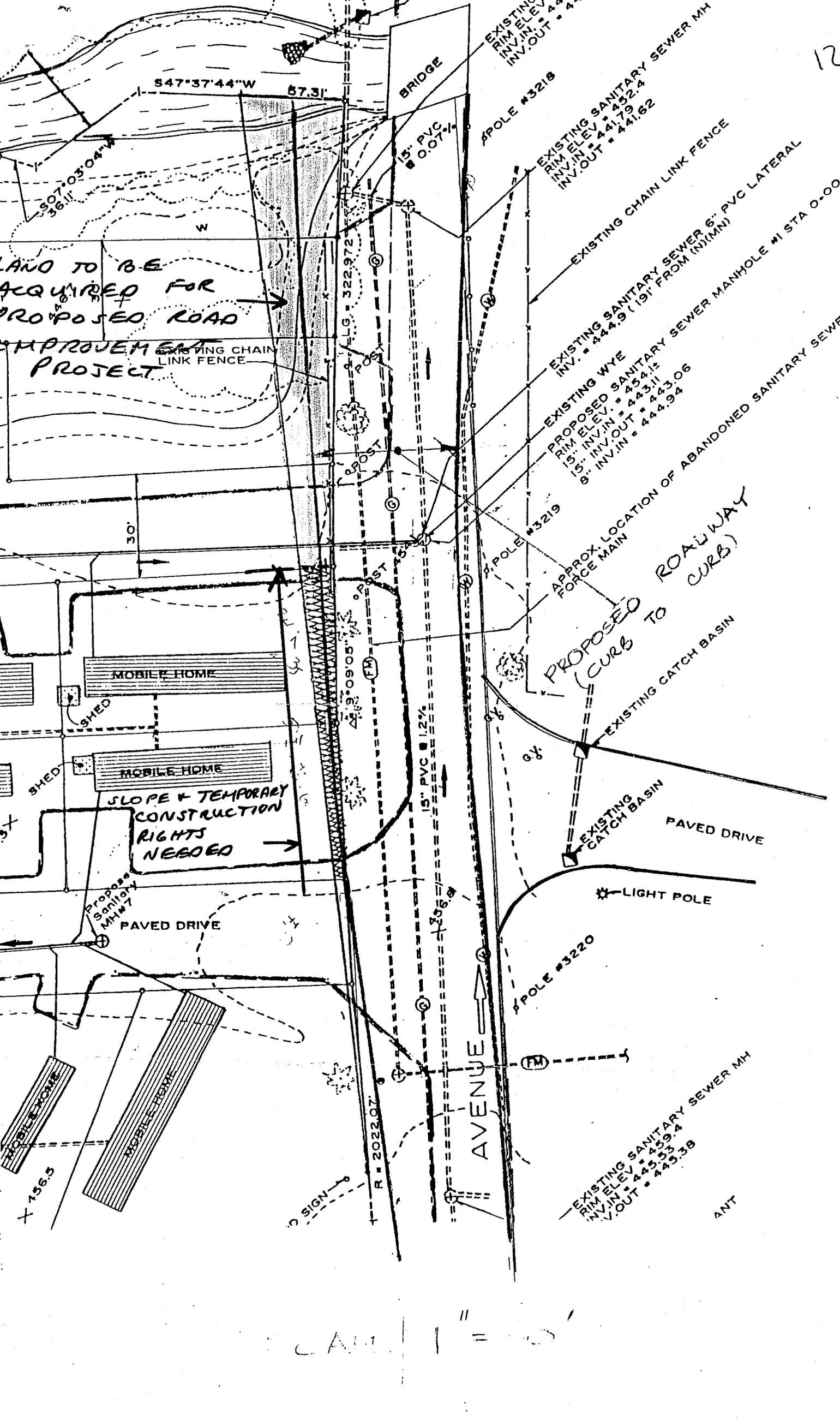
RESOLVED by the Common Council of the City of Danbury:

WHEREAS, The Federal Aviation Administration of the United States Department of Transportation and the Bureau of Aeronautics of the Connecticut Department of Transportation make funds available through the Airport Improvement Act of 1987; and

WHEREAS, the City of Danbury intends to make airport drainage channel, culvert and utility improvements; and

WHEREAS, the City of Danbury will make application for a federal and state grant in an amount not to exceed \$1,950,000.00 with a local match of two and one-half (2 1/2%) percent equaling an amount not to exceed \$50,000.00;

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



LAND TO BE  
ACQUIRED FOR  
PROPOSED ROAD  
IMPROVEMENT  
PROJECT

MOBILE HOME  
SHED  
MOBILE HOME  
SHED  
SLOPE + TEMPORARY  
CONSTRUCTION  
RIGHTS  
NEEDED

AVENUE

PROPOSED  
(CURB TO ROADWAY CURB)  
EXISTING CATCH BASIN  
EXISTING CATCH BASIN  
PAVED DRIVE

EXISTING SANITARY SEWER MH  
RIM ELEV. = 445.99.4  
INV. IN. = 445.33.4  
INV. OUT. = 445.38

EXISTING WYE  
PROPOSED SANITARY SEWER  
RIM ELEV. = 454.12  
15" INV. IN. = 443.11  
8" INV. IN. = 444.94

EXISTING SANITARY SEWER 6" PVC LATERAL  
RIM ELEV. = 441.79.4  
INV. IN. = 441.62

EXISTING  
RIM ELEV. = 444.94  
INV. IN. = 444.94  
INV. OUT. = 444.94

322.972

322.972

R = 2022.07

S47°37'44"W 57.31'

S90°03'04"W 36.11'

30'

+ 756.5

12

PLAN 1110

ANT



# RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

\_\_\_\_\_ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Kenosia Avenue Bridge will soon be reconstructed by private parties in satisfaction of a condition of the Special Exception obtained in connection with the development of the Danbury Square Mall located on Backus Avenue in the City of Danbury; and

WHEREAS, in conjunction with said project the City of Danbury intends to improve Kenosia Avenue north of the Kenosia Avenue Bridge; and

WHEREAS, the City of Danbury has agreed to acquire necessary property located on the northeasterly side of said bridge and road in order to accommodate said work; and

WHEREAS, the property to be acquired is either now or formerly owned by Theodora Casale and is shown and designated on a certain sketch prepared by the City Engineer, a copy of which is attached hereto; and

WHEREAS, eminent domain proceedings will be necessary if the City of Danbury cannot agree with the property owner upon the amount, if any, to be paid for the interests to be taken in and to the real property shown on said sketch;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF DANBURY THAT the Corporation Counsel of the City of Danbury is hereby authorized to acquire the property interests described in the aforesaid sketch either by negotiation or by eminent domain through the institution of suit with respect to the aforesaid property and the owner thereof, her heirs, administrators, successors and assigns, and her mortgage holders and encumbrancers, if any.



# CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ  
MAYOR

(203) 797-4511

May 7, 1991

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

Dear Council Members:

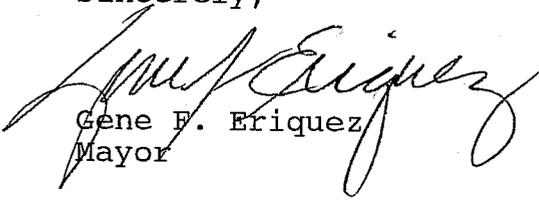
I respectfully submit, for your confirmation, the appointment of the following individual as an alternate member to the Commission on Persons with Disabilities:

Grace Scire (D)  
10 Filmore Avenue  
Danbury, CT 06810  
Term to Expire: March 1, 1994

Ms. Scire is an attorney in Danbury with her own practice and has lived in Danbury for six years. Ms. Scire is very active in St. Peter Church and the parent - teacher organization at St. Peter School.

Thank you for your prompt consideration of this matter.

Sincerely,

  
Gene F. Eriquez  
Mayor

GFE/msm



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# CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ  
MAYOR

(203) 797-4511

May 7, 1991

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

Dear Council Members:

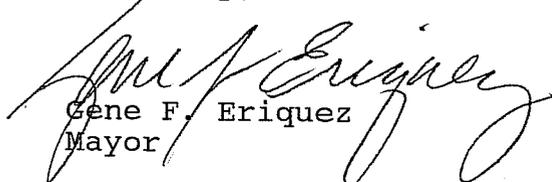
I respectfully submit, for your confirmation, the appointment of the following individual to the Commission on the Status of Women:

Kirsten Kovacs (U)  
38 Locust Avenue  
Danbury, CT 06810  
Term to Expire: April 1, 1994

Ms. Kovacs is currently attending WCSU and will graduate in May 1991. She is a counselor for the Rape Crisis Center at the Women's Center in Danbury and is a member of the Danbury Jaycees.

Thank you for your prompt consideration of this matter.

Sincerely,

  
Gene F. Eriquez  
Mayor

GFE/msm



# CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ  
MAYOR

(203) 797-4511

May 7, 1991

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

Dear Council Members:

I respectfully submit, for your confirmation, the  
reappointment of the following individuals to the Lake  
Kenosia Commission:

Janet Gershwin (R)  
93 Boulevard Drive  
Danbury, CT 06810  
Term to Expire: May 1, 1994

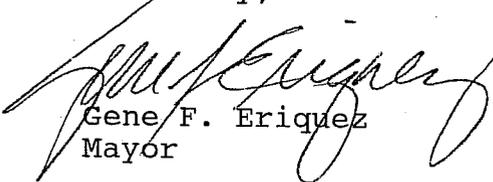
David Benson (D)  
52 Wooster Heights  
Danbury, CT 06810  
Term to Expire: May 1, 1994

Philip Hadley (D)  
15 Ridge Road  
Danbury, CT 06810  
Term to Expire: May 1, 1994

All three have excellent attendance records.

Thank you for your prompt consideration of this matter.

Sincerely,

  
Gene F. Eriquez  
Mayor

GFE/msm



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# CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ  
MAYOR

(203) 797-4511

May 7, 1991

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

Dear Council Members:

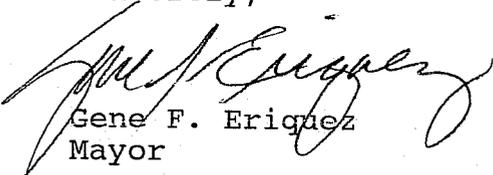
I respectfully submit, for your confirmation, the  
reappointment of the following individual to the Candlewood  
Lake Authority as one of Danbury's three representatives:

Sally Conroy (D)  
33 Acre Drive  
Danbury, CT 06810  
Term to Expire: April 1, 1994

Mrs. Conroy has been has been an active member since 1987  
and regularly attends meetings.

Thank you for your prompt consideration of this matter.

Sincerely,



Gene F. Enriquez  
Mayor

GFE/msm

Honorable Eugene F. Eriquez, Mayor  
Mr. Joseph DaSilva, President-Common Council  
City of Danbury  
155 Deer Hill Avenue  
Danbury, Connecticut 06810

April 18, 1991

Earlier this week, all Jarrod Drive property owners received notice of the Common Council's vote to change the name of Jarrod Drive to Centennial Drive.

This is to advise you that we strongly object to this action and the fact that it was taken without notice to or consideration of the property owners.

We respectfully request that the Council promptly reverse this decision and vote to retain the Jarrod Drive name for those properties which were previously assigned Jarrod Drive addresses.

<u>NAME</u>	<u>ADDRESS</u>	<u>SIGNATURE</u>
M/M John Sabino	2 Jarrod Dr.	<i>John &amp; Eleanor Sabino</i>
M/M Frank Salvatore	3 Jarrod Dr.	<i>Frank &amp; Salvatore</i>
M/M James Wall	5 Jarrod Dr.	<i>Judith H Wall</i>
Sabino/Brewster/Platano	6 Jarrod Dr.	<i>Ken Brewster John V Sabino (JKH)</i>
M/M Robert Ronnow	7 Jarrod Dr.	<i>Robert Ronnow</i>
M/M Kenneth Brewster	8 Jarrod Dr.	<i>Ken Brewster</i>
Frank & Eleanor Hall	9 Jarrod Dr.	<i>Frank &amp; Eleanor Hall</i>
M/M Ken Siranko	10 Jarrod Dr.	<i>Ken Siranko Gail Siranko</i>
M/M William Colucci	11 Jarrod Dr.	<i>William Colucci</i>
M/M Joseph Platano	12 Jarrod Dr.	<i>Joseph Platano</i>
M/M James Baker	15 Jarrod Dr.	<i>James &amp; Del Baker</i>
L. J. Mensching	17 Jarrod Dr.	<i>Laurent Mensching</i>

(The above names represent a complete list of all Jarrod Drive residents and property owners.)

cc: Members of the Common Council  
B. Crudgington  
H. Tolo



18

# 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

April 29, 1991

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

Mayor Eriquez and Members of the Common Council:

The Department of Elderly Services is the recipient of two donations for the purpose of purchasing "activity supplies" or the Danbury Senior Center.

These donations come from the Town of Oxford (\$50.00) and the Glen Hill Corporation (\$30.00).

Please accept these gifts and transfer the total of \$80.00 into the Commission on Aging budget (02-05-167-040100) that the department might purchase needed supplies.

Respectfully,

Leo McIlrath



**CITY OF DANBURY**  
**DANBURY, CONNECTICUT 06810**

**FIRE DEPARTMENT**  
**19 NEW STREET**

**ANTONIO L. LAGARTO, CHIEF**  
**(203) 796-1550**

April 23, 1991

To: Mayor Gene F. Eriquez and Members of the Common Council  
From: Antonio L. Lagarto, Fire Chief  
Subject: Donation From Sealed Air Corporation

I am requesting the acceptance of a donation of a check in the amount of \$100.00 which we have received from the Sealed Air Corporation, Ten Old Sherman Turnpike, Danbury, CT 06810. I have enclosed a copy of the letter which accompanied this check and explains the reason for this donation.

I am requesting that the donation go into our 069500 Account, Equipment Not Classified. This account is for Hazardous Materials and we are in need of some firefighting foam and absorbent pads which this donation will help us obtain.

Thank you for your acceptance of this check.

Sincerely,

Antonio L. Lagarto  
Fire Chief

ALL:mw

Enclosure

c:D. Setaro, Director of Finance

APR 23 1991

19

# Sealed Air Corporation

TEN OLD SHERMAN TURNPIKE / DANBURY, CONNECTICUT 06810 (203) 791-3500 / FAX 791-3618

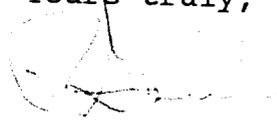
April 16, 1991

Danbury Fire Department  
19 New Street  
Danbury, CT 06810

Gentlemen:

Enclosed please find our check in the amount of \$100.00 as a token of our appreciation for your help in obtaining the proper hoses for our fire pump tests. It allowed us to complete the test in a timely manner.

Yours truly,



Randall B. Gouveia  
Director of Manufacturing  
Engineered Products Division

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND - NOT A WHITE BACKGROUND



Sealed Air Corporation

1901 STATE HIGHWAY 306 FAIR LAWN, NEW JERSEY 07410

395093

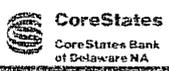
62-22

\*\*\*\*\*ONE HUNDRED AND 00/100\*\*\*\*\*

DOLLARS

ORDER OF	VENDOR NUMBER	CHECK DATE	CONTROL NUMBER
DANBURY FIRE DEPARTMENT 19 NEW STREET DANBURY CT 06810		04/11/91	395093

AMOUNT PAID  
\*\*\*\*\*100.00



⑈395093⑈ ⑆031100225⑆ 0033⑈5679⑈

20  
April 23, 1991

Mayor Gene Eriquez

Danbury City Hall

Dear Mayor Eriquez:

The Library has received a \$5.00 donation from Mrs. Alice A. Walker, Sunnycrest Farm, Blue Mound, KA 66010. This needs to be credited to the Books line-item #02-07-101-061201.

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

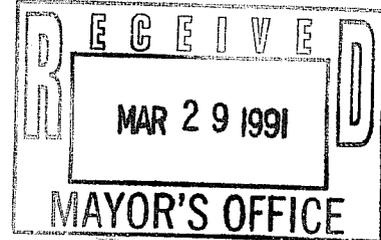
Sincerely,



Betsy McDonough  
Director

cc: D. Setaro  
City Clerk ✓

March 26, 1991



Mayor Gene Enriquez

City Hall

Dear Mayor Enriquez:

We have received the following donations:

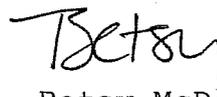
<u>DONOR</u>	<u>AMOUNT</u>
1. Danbury Area Chapter National Assn. of Accountants Philip Bergquist, Pres. 348 N. Salem Rd., Ridgefield, 06877	\$49.95
2. Cheryl L. ViKaros 34 N. Lake Shore Dr. Brookfield, CT 06804	25.00

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

1. BOOKS	02-07-101-061201
2. BOOKS-CHILDREN	02-07-101-061200

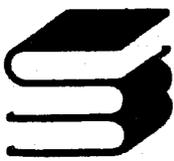
Please place items on the agenda for the April Common Council meeting.

Sincerely,



Betsy McDonough  
Director

cc: D. Setaro  
City Clerk



April 23, 1991

Mayor Gene Eriquez

City Hall

Dear Mayor Eriquez:

The Danbury Hospital plans to donate a health database on compact disc (and workstation) to the Library. The database indexes over 130 health magazines as well as articles from 3,000 other magazines and newspapers. It will also provide full text printing of many of the citations, a core collection of reference books, and 800 pamphlets. We are pleased to be the only public library in Connecticut providing this database. In addition, the Hospital will be donating up to 50 video tapes on a variety of consumer health topics. These gifts total \$15,000 and will provide our patrons with current and comprehensive health information.

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

Sincerely,

Betsy McDonough  
Director

cc: D. Setaro  
City Clerk ✓



23

**CITY OF DANBURY**  
**DANBURY, CONNECTICUT 06810**

**FIRE DEPARTMENT**  
**19 NEW STREET**

**ANTONIO L. LAGARTO, CHIEF**  
**(203) 796-1550**

April 1, 1991

To: Mayor Gene F. Eriquez and Members of the Common Council  
From: Antonio L. Lagarto, Fire Chief  
Subject: Donation to Fire Department From Energy Research Corporation

Dear Mayor Eriquez & Members of the Common Council:

We have been given a donation from Energy Research Corporation in the amount of \$1,500.00. The donation was made by Energy Research Corporation because of their concerns for the safety of Fire Fighters who must respond to Hazardous Material incidents. One of the most important parts of our response is to monitor the air in order to determine if there is a toxic, explosive or oxygen-deficient atmosphere. For our personnel to do this, we require monitoring equipment. Energy Research Corporation is very aware of the hazards involved in our response and they want to help us obtain two monitors.

Please accept this donation with a letter of thanks and have the amount deposited into Account #069500 - Equipment Not Classified.

Thank you for your consideration of this matter.

Sincerely,

Antonio L. Lagarto  
Fire Chief

ALL:mw

Attachment

c:D. Setaro, Director of Finance

ENERGY RESEARCH CORPORATION

23

RECEIVED

APR 1 1991

FIRE DEPT.

March 29, 1991

Antonio Lagarto  
Fire Chief  
Danbury Fire Department  
19 New Street  
Danbury, CT 06810

Dear Chief Lagarto:

It has come to our attention that the Danbury Fire Department has a need for a number of instruments called "HAZMAT Microguard Portable Alarms" presently awaiting funding under Order Number 08-0040.

Energy Research Corporation would like to make a donation towards the purchase of these instruments. Enclosed please find our check for \$1500.

Yours Truly,

Peter R. Voyentzie  
Director, Corporate Services

Enclosure: \$1500

PRV/keb

ENERGY RESEARCH CORPORATION

3 Great Pasture Road  
Danbury, CT 06813

No. 016221

Date: March 29, 1991

51-36  
211

\$\$\$1,500.00

AY  
THE  
ORDER OF

3244  
City of Danbury Fire Department  
19 New Street  
Danbury, CT 06810

CITYTRUST  
Bridgeport, CT 06601





25

**CITY OF DANBURY**  
**DANBURY, CONNECTICUT 06810**

**FIRE DEPARTMENT**  
**19 NEW STREET**

**ANTONIO L. LAGARTO, CHIEF**  
**(203) 796-1550**

April 22, 1991

To: Mayor Gene F. Eriquez and Members of the Common Council  
From: Antonio L. Lagarto, Fire Chief  
Subject: Special Services Account #011011

Dear Mayor Eriquez and Members of the Common Council:

I am once again asking that you add money to our Special Services Account. I believe that we will be out of money by the end of April. It is very difficult to determine how much we will need to complete the fiscal year. From February 28 through April 20, 1991, we used about \$4,000.00. For the next two months, we may use more or less. I am requesting that \$10,000.00 be transferred into this account. Hopefully, this amount will carry us through June 30th.

Thank you for your cooperation.

Sincerely,

Antonio L. Lagarto  
Fire Chief

ALL:mw  
specserv-2

c:D. Setaro, Finance Director



# 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**

April 9, 1991

TO: CITY OF DANBURY COMMON COUNCIL & MAYOR GENE ERIQUEZ

FROM: Mr. William J. Buckley, Supt. of Public Utilities

Dear Common Council & Mayor Enriquez:

We have been approached by representatives of Southern New England Telephone Company seeking permission to place some of their equipment on City owned property. We have done this in the past at the West Lake Reservoir property off of Middle River Road by giving SNET easement rights for such purpose.

I respectfully request that a Council committee be established to review this new proposal and to determine if the Council sees fit to issue an easement for this purpose. At that time I will report to you my concerns and give you my recommendations.

WJB:bds

cc: Mr. Jack Schweitzer



26

CITY OF DANBURY	
PUBLIC UTILITIES	
MAR 22 1991	
Discard Date	_____
Permanent	_____
File Code	<u>SNEA</u>



March 19, 1991

City of Danbury  
 Water Department  
 155 Deer Hill Ave.  
 Danbury, Conn. 06810

Dear Mr. Galvin:

The Southern New England Telephone Company is interested in seeking approvals from the City of Danbury's Water Authority and the City Council to enter into an agreement to obtain a permanent easement on City property located on Pembroke Rd. This parcel is shown as parcel G05001 in the City Assessors office.

This easement will be used for the installation of Subscriber Loop Carrier equipment. The series 800 cabinet is a Northern Telecomm weatherproof housing factory assembled, completely prewired and mounted on a raised pedestal. We are seeking permission to place (1) 80-type Community Service Cabinet measuring 7' long by 5 1/2' high by 27" deep and possibly a future cabinet, which will be placed on pads measuring approximately 7' by 9'. A smaller 40-type power cabinet mounted above the ground will house the electric meter, circuit breakers, transfer switch and a connector for an emergency power generator.

The purpose of this equipment, which is the latest in digital technology, is to provide relief from our existing cable. This relief will allow the Southern New England Telephone Company to meet the demand for additional lines and improve service.

We are seeking approval to place the cabinets behind the metal fence at the Pembroke Road entrance to the reservoir area. The fence, in addition to the shrubbery, should obscure the cabinets quite nicely. Placement in this area should have no adverse effect on plans that the Water Department and/or the City of Danbury may have in the future. These cabinets will not adversely impact the health safety on welfare of the area.

We understand that our request is subject to the State Statute 25-37. Please advise me of any requirements, if any, that are to be met by SNET, CO. in order to obtain town and state approval and any permits required for the installation.

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I have enclosed an example of the layout of the cabinets, photographs of the desired location, and pictures of the equipment and their dimensions.

The SNET, Co. would like to enter into a permanent easement with the City of Danbury under the following proposal:

Easement area to measure 25' deep by 35' along the fence.

Shrubbery to be planted around the equipment area.

Easement area shall be surveyed (Class A-2) and the Easement agreement drawn up by SNET, Co. at its expense.

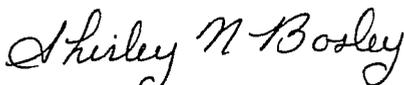
A consideration of \$2500.00 is being offered to the City of Danbury for this agreement.

This agreement is contingent upon SNET, Co. receiving all required government approvals.

If this proposal meets with no objection from the State of Connecticut, I would appreciate your help in having this request considered for approval by the Water Authority and forwarded to the Common Council for its consideration. Then I can refer this matter to the Zoning Commission for review.

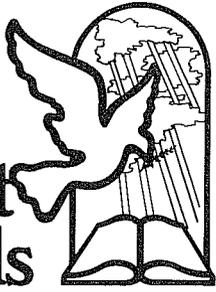
If you have any questions or concerns, please contact me at 744-2112. Thank you for your prompt attention.

Very truly yours,



Shirley N. Bosley  
Right-Of-Way Agent

1120E/cm



**Bright  
Clouds**

*M i n i s t r i e s*

20  
April 23, 1991

Common Council  
Councilman Harry Scalzo  
Office of the Town Clerk  
155 Deer Hill Avenue  
Danbury, CT 06810

Dear Mr. Scalzo,

I am writing to you and Mr. Fazio in regard to our proposed new church building, currently under construction. It has come to my attention that the connecting fees required to tap into the city system for both water and sewer are surprisingly expensive. We are asking to be considered for a possible waiver of such cost.

As you may be aware, we were required to hook up to the city's system instead of developing our own on-site systems. Then we were required to extend a 12" steel water line approximately 1/4 mile to our site at a great expense. Also we were obligated to extend a new storm drain line along Kohanza Street at another huge expense. All of these requirements have benefited the city and the neighborhood, and we have been pleased to do them.

In light of these substantial costs and the fact that we are not a commercial enterprise but a local Church that trusts in the generosity of our members, is it possible that these fees be waived? Any relief we could receive will be deeply appreciated.

Times are tough for anyone to be constructing, and it is plain that a non-profit organization would share those same pressures. We would be happy to sit down with the commission and further explain our request.

If you need to contact me, the Church number is 798-1553 and my home number is 775-4860. Thank you for your help and consideration.

Sincerely Yours,

*Pastor Vigue*  
Pastor William Vigue

cc: Michael Fazio



29

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

PLANNING COMMISSION  
(203) 797-4525

February 27, 1991

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

Re: 8-24 Referral - Executive Air Service - Request for  
the extension of one provision of lease

Dear Council Members:

The Planning Commission at its meeting February 20, 1991 motioned a positive recommendation for the request of Executive Air Service for the extension of one provision of the lease provided the Common Council confers with Airport Commission on this matter.

The motion was made by Mr. Zaleta, seconded by Mr. Elder and passed with "ayes" from Commissioners Zaleta, Elder, Sibbitt and Hyman.

Sincerely yours,

*Joseph Justino*  
(JJK)

Joseph Justino  
Chairman

Danbury Aviation Commission  
Danbury Airport  
Wibling Rd., Danbury, CT 06810

FILE

29

April 9, 1991

Mr. Felix Charney, Pres.  
Executive Air Service  
Miry Brook Rd.  
Danbury, CT. 06810

Dear Mr. Charney;

The matter of Executive Air's request for an extension of time concerning the provision in your lease which mandates that \$1,000,000 of property improvements be completed on the property leased from the City of Danbury within two years came before the Danbury Aviation Commission on 4/8/91, and your letter which delineated the improvements made up to this time, was read into the record. A general discussion ensued, and the consensus which emerged was that your performance thus far is very inadequate, and the Commission is dissatisfied because all you have done is to maintain/upgrade the existing facilities and therefore we do not feel that this basic area of the lease and of our concerns has been addressed. The commission therefore has tabled your extension request. No further action will be taken, nor consideration given by this Commission, until our receipt of a development action plan, including time parameters designed to satisfy the lease agreement, and our concerns.

Sincerely,

  
Donald T. Crudginton  
Danbury Aviation  
Commission

COMMON COUNCIL - CITY OF DANBURY

30

APPLICATION FOR EXTENSION OF SEWER/WATER

Sewer X

Water \_\_\_\_\_

Name of Applicant: Ernest Choi

Address: 73 Padanaran

Telephone: 7467612

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

Located at: 73 Padanaran

Assessors's Lot No. \_\_\_\_\_

Zone: \_\_\_\_\_

Intended Use:      Retail \_\_\_\_\_      Single Family Residential \_\_\_\_\_

                         Office \_\_\_\_\_      Multiple Family Development X

                         Mixed Use \_\_\_\_\_

                         Industrial \_\_\_\_\_

Number of Efficiency Units \_\_\_\_\_

Number of 1 Bedroom Units \_\_\_\_\_

Number of 2 Bedroom Units 4

Number of 3 Bedroom Units \_\_\_\_\_

Total Number of Units 2

Ernest Choi

SIGNATURE

4-25-81

DATE

APPLICATION FOR EXTENSION OF SEWER/WATER

Sewer

Water

Name of Applicant: CITY OF DANBURY  
MUNICIPAL AIRPORT

Address: WIBLING RD  
DANBURY, CONN 06810

Telephone: 797-4624

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

Located at: DANBURY MUNICIPAL AIRPORT  
Assessors's Lot No. VARIOUS LOCATIONS: KENSIA AVE EXT, WIBLING RD, WALLINGFORD ROAD.

Zone: IL40

Intended Use: Retail \_\_\_\_\_ Single Family Residential \_\_\_\_\_  
Office \_\_\_\_\_ Multiple Family Development \_\_\_\_\_  
Mixed Use \_\_\_\_\_  
Industrial

Number of Efficiency Units \_\_\_\_\_  
Number of 1 Bedroom Units \_\_\_\_\_  
Number of 2 Bedroom Units \_\_\_\_\_  
Number of 3 Bedroom Units \_\_\_\_\_  
Total Number of Units \_\_\_\_\_

[Signature]  
SIGNATURE  
airport administrator  
04/29/91  
DATE

32

15 Fairmount Drive  
Danbury, CT 06811  
4/10/91

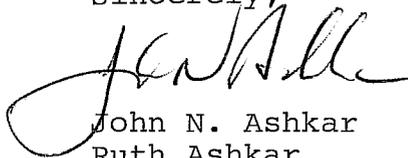
Dear Common Council Members,

We would like to petition the City of Danbury to take over our private sewer line at 32-32 1/2 Padanaram Ave., Danbury, CT.

The line is now in need of repair and presents a health problem. We spoke to Mr. Buckley, and the city is willing to repair and/or replace the existing line and connect it to the main city line. They will then assess us for the cost over a period of years. This way we will be assured of the correct installation of the sewer line.

Any questions about this may be directed to us at any time. Thank you for your kind consideration.

Sincerely,



John N. Ashkar  
Ruth Ashkar



APPLICATION FOR EXTENSION OF SEWER/WATER

Sewer

Water

Name of Applicant: John N. and Ruth A. Ashkar

Address: 15 Fairmount Drive  
Danbury, Ct. 06811

Telephone: 792-4963

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

Located at: 32-32 1/2 Padanaram Ave.

Assessors's Lot No. I 11003

Zone: Multi-family

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

Number of Efficiency Units

Number of 1 Bedroom Units

Number of 2 Bedroom Units 5

Number of 3 Bedroom Units

Total Number of Units 5

Ruth A. Ashkar  
SIGNATURE

4/10/91  
DATE



# CITY OF DANBURY

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

May 7, 1991

PLEASE REPLY TO:

DANBURY, CT 06810

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

Re: Ledgemere Drive Sewer Easements

Dear Mayor and Members of the Common Council:

The attached resolution will act to provide re-authorization to this office to acquire interests in and to real property set forth in the exhibits attached to the resolution before you. This was once approved by the Common Council on November 8, 1990, but due to the requirements of state law, such authority must be renewed every six months unless the condemnation proceedings have occurred. Inasmuch as certain property acquisitions require additional time for individual circumstances, please re-adopt the attached resolution and documents appended thereto so as to again authorize this office to commence proceedings.

Should you have any questions in the meantime, please don't hesitate to call us.

Very truly yours,

Laszlo L. Pinter  
Assistant Corporation Counsel

LLP:amt  
Enclosure

c: John A. Schweitzer, Jr., Acting Director of Public Works  
William J. Buckley, Jr., Superintendent of Public Utilities  
Daniel E. Casagrande, Assistant Corporation Counsel  
Eric L. Gottschalk, Acting Corporation Counsel



# RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

\_\_\_\_\_ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Common Council voted on May 15, 1990 to undertake the construction of the Ledgemere sanitary sewer project; and

WHEREAS, the project will oblige the City of Danbury to acquire interests in and to real property as hereinafter set forth; and

WHEREAS, the properties and the interests therein to be acquired are more particularly described in Exhibits A, B and C attached hereto and made a part hereof; and

WHEREAS, eminent domain proceedings will be necessary if the City of Danbury cannot agree with the several owners hereinafter named upon the amount, if any, to be paid for the respective interests of each to be taken in and to the real property as hereinafter set forth;

NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF DANBURY THAT the Corporation Counsel of the City of Danbury is hereby authorized to acquire the property interests as hereinafter set forth either by negotiation or by eminent domain through the institution of suits with respect to the aforementioned properties and owners thereof, their successors and assigns and their respective mortgage holders, if any. The affected properties and property owners are indicated in the attached Exhibits A, B and C.

EXHIBIT A

**SANITARY SEWER EASEMENT  
ROBERT L. PEAT AND BARBARA E. FLANAGAN**

35

A 20.0 foot wide sanitary sewer easement containing 2,694 square feet, more or less, situated in the City of Danbury, County of Fairfield, State of Connecticut and more particularly described as follows:

Commencing at a point on the easterly line of Dogwood Park North, which point being the southwesterly corner of land herein described and said corner being 15.42 feet from the southwesterly corner of Lot 1R, Dogwood Park North, thence running along the easterly line of Dogwood Park North N. 46° 42' 47" W. a distance of 20.49 feet to a point, thence running easterly through Lot 1R, N. 55° 51' 00" E. a distance of 136.57 feet to a point on the easterly boundary line of Lot 1R, thence running southerly along the easterly boundary line of Lot 1R, S. 36° 05' 27" E. a distance of 20.01 feet to a point, thence running westerly through Lot 1R, S. 55° 51' 00" W. a distance of 132.79 feet to the point or place of beginning.

**Bounded:**

- Northerly : By other portion of Lot 1R.
- Easterly : By land now or formerly Henry K. Ruppell and Frances J. Ruppell.
- Southerly : By other portion of Lot 1R.
- Westerly : Dogwood Park North

Together with a temporary construction easement located adjacent to and parallel with the southerly easement line of the above described land as shown on the map.

For a more particular description reference is made to a map entitled " Proposed Sanitary Easement Through the Property Of Robert L. Peat And Barbara E. Flanagan Lot 1R - Dogwood Park North to be Acquired by the City Of Danbury Dogwood Park North, Danbury, Conn. Scale 1" = 40' July 25, 1990 " and certified substantially correct as Class "A-2" survey by Ireneo H. Despojado, P.E. & R.L.S. # 12050, which map is to be filed in the Danbury Land Records.

35

**SANITARY SEWER EASEMENTS**  
**HENRY K. RUPPELL AND FRANCES J. RUPPELL**

Two certain sanitary sewer easements known as Parcel "A" containing 2,134 square feet, more or less and Parcel "B" containing 2,355 square feet, more or less, situated in the City of Danbury, County of Fairfield, State of Connecticut and more particularly described as follows:

**PARCEL "A"**

Commencing at the northeasterly corner of land herein described, said corner being the northeasterly corner of Lot 31, Clapboard Ridge Hilltop Development, thence running along southerly boundary line of Lot 31, S. 53° 54' 33" W. a distance of 124.79 feet to a point, thence running northerly through Lot 31, N. 24° 57' 50" E. a distance of 41.32 feet to a point, thence running northeasterly N. 53° 54' 33" E. a distance of 88.63 feet to a point on the westerly line of Ledgemere Drive, thence along the westerly line of Ledgemere Drive S. 36° 05' 27" E. a distance of 20.00 feet to the point or place of beginning.

**Bounded :**

Northerly and Westerly : By other portion of Lot 31.

Easterly : Ledgemere Drive

Southerly : By Lot 32 and by Parcel "B".

**PARCEL " B "**

Commencing at the southwesterly corner of land herein described and said corner being the southwesterly corner of Lot 32, Clapboard Ridge Hilltop Development, thence running northerly along westerly boundary line of Lot 32, N. 36° 05' 27" W. a distance of 81.69 feet to a point, thence running northerly through Lot 32 N. 24° 57' 50" E. a distance of 28.80 feet to a point on the northerly line of Lot 32, thence along the northerly line of Lot 32, N 53° 54' 33" E. a distance of 41.32 feet to a point, thence running southerly through Lot 32, S. 24° 57' 50" W. a distance of 53.17 feet to a point, thence S. 36° 05' 27" E. a distance of 71.79 feet to a point on the southerly line of Lot 32, thence running along southerly line of Lot 32, S. 59° 18' 33" W. a distance of 20.09 feet to the point or place of beginning.

**Bounded :**

Northerly : By Parcel " A " and portion of Lot 32.

Easterly : By other portion of Lot 32 .

Southerly : By land of now or formerly Milton Heyman and Irene Heyman .

B

Westerly : By land of now or formerly Robert L. Peat  
and Barbara E. Flanagan.

Together with a temporary construction easement 15.0 feet in width located adjacent to and parallel with the northerly line of Parcel "A" and with the easterly and northerly line of Parcel "B" all as shown on the map.

For a more particular description reference is made to a map entitled " Map Showing Proposed Sanitary Sewer Easement Through the Property of Henry K. Ruppell & Frances J. Ruppell Lot 31 And Lot 32 Clapboard Ridge Hilltop Development to be Acquired by the City Of Danbury Ledgemere Drive, Danbury, Connecticut Scale 1" = 40' July 25, 1990" and certified substantially correct as a Class "A-2" survey by Ireneo H. Despojado, P.E. & R.L.S. # 12050, which map is to be filed in the Danbury Land Records.

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SANITARY SEWER EASEMENT  
L & G ASSOCIATES, INC.

A 20.0 foot wide sanitary sewer easement containing 827 square feet, more or less, situated in the City of Danbury, County of Fairfield, State of Connecticut and more particularly described as follows:

Commencing at a point on the westerly line of Dogwood Park North, said point being the northeasterly corner of land herein described and said corner being 10.15 feet from an existing concrete monument, thence running southwesterly through Lot 10R S.  $22^{\circ} 03' 16''$  W. a distance of 40.30 feet to a point, thence N.  $62^{\circ} 01' 08''$  W. a distance of 7.08 feet to a point, thence N.  $40^{\circ} 06' 42''$  W. a distance of 14.65 feet to a point, thence running northeasterly N.  $22^{\circ} 03' 16''$  E. a distance of 40.49 feet to a point on the westerly line of Dogwood Park North, thence running southerly along westerly line of Dogwood Park North S.  $46^{\circ} 42' 47''$  E. a distance of 21.46 feet to the point or place of beginning.

Bounded:

Northerly, Southerly and Westerly : By other land of the Grantor.

Easterly : Dogwood Park North

Together with a temporary construction easement 15.0 feet in width located adjacent to and parallel with the northwesterly easement line of the above described land as shown on the map.

For a more particular description reference is made to a map entitled "Proposed Sanitary Sewer Easement Through the Property of L & G Associates, Inc. Lot 10R - Dogwood Park North to be Acquired by the City of Danbury Dogwood Park North, Danbury, Conn. Scale 1" = 40' July 25, 1990" and certified substantially correct as Class "A-2" survey by Ireneo H. Despojado, P.E. & R.L.S. # 12050, which map is to be filed in the Danbury Land Records.

Alane Meehan  
10 Brushy Hill Road  
Danbury, Connecticut 06810  
(203) 792-7148

April 3, 1991

City Clerk  
Danbury Town Hall  
155 Deer Hill Avenue  
Danbury, CT 06810

Re: DePalma Subdivision

Dear Sir or Madam:

I would like to take this opportunity to ask the City to put on its Consent Calendar our request for an extension of our sewer project on our approved subdivision on DePalma Lane.

In 1986, my brother and I entered into a joint venture to purchase this property. Due to a poor economy our plans to build have progressed more slowly than we had originally expected. We are now beginning to move forward in our plans for construction and we ask the City's indulgence in granting us an extension of time to implement the sewer project already approved by the City Engineering Department and the Common Council (granted on November 15, 1989 with an expiration date of May 15, 1991).

We appreciate all the help the City of Danbury has given us and we look forward to your continued support in our plans to build.

Very truly yours,



Alane S. Meehan  
William Stanley



25

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

April 5, 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:

## Benham Street

Item 28 of the March 5, 1991 Common Council meeting minutes referred to the Engineering Department and the Corporation Counsel for report a petition received from residents of Benham Street asking that the City bring Benham Street up to minimum City standards.

Benham Street is a private roadway in a subdivision called "Prospect Park" which subdivision was originally proposed in 1905. The street presently is not maintained by the City of Danbury.

Benham Street does not meet the minimum requirements for acceptance of certain existing private roads as outlined in Sec. 17-34 of the Code of Ordinances. On March 19, 1991 the roadway was field inspected by personnel from the Engineering Department. The following conditions were noted:

1. The roadway is not paved. This is unacceptable.
2. The right of way width is 50 feet which meets the requirements of Sec. 17-34
3. The limits of the roadway are difficult to determine since the road is not paved. Portions of the road measured as little as 16 feet in width which is less than the 26 foot width required. Where roadway width is less than 26 feet, Sec. 17-34 allows for acceptance if the Director of Public Works and the City Engineer certify that the road is adequate to support the traffic which is expected to use the road and approve the construction of the road with the reduced width. As City Engineer, I cannot so certify and approve the reduced road width.
4. The sightline to the west at the intersection of Benham Street and Margerie Street is inadequate.

(continued on page 2)

April 5, 1991

15

5. No drainage facilities exist in the roadway. All runoff from the road flows over the surface of the ground onto private property downstream of Benham Street (which is a dead end road). Rights to drain and possibly drainage facilities and easements would be required.
6. There is no cul-de-sac provided and adequate room to construct a cul-de-sac is not available. This condition would make access by City vehicles for maintenance purposes difficult.
7. Driveway ramps are not paved or properly graded. Several ramps are graded downward from the road which could result in future drainage complaints.
8. A 30", more or less, tree is located within the right of way at the edge of the travelway. For safety reasons this tree would have to be removed.
9. Curbing does not exist but may be required along some sections of the road.
10. Guardrails do not exist at the end of the road. Such railing seems to be warranted.
11. We do not know whether any wells or septic systems exist within the road right of way. The locations of such facilities would have to be determined.

A number of legal issues would have to be addressed:

1. Who owns the road and its right of way? If the City is expected to do the work to bring the road up to minimum standards, a determination of ownership will be required.
2. If the road is brought up to City standards and accepted by the City, legal documents (deed, easements, rights to drain, etc.) would be required.

The homeowner's petition requests that the City bring Benham Street up to minimum standards. Without performing additional survey work and preparing a construction plan, it is not possible to estimate the cost of this "minimum" work from both engineering and legal points of view.

There are two methods in place for the improvement and eventual City acceptance of private roads. The first is under the provisions of Section 17-34 of the Code of Ordinances. This section would require that the roadway be brought up to minimum standards by the property owners themselves. The second option is described in Section 2-143.1 of the Code of Ordinances. This section allows the City to levy benefit assessments upon lands benefited by the construction of a public work or improvement. Under this option a procedure (survey, public hearing, assessment of benefits, etc.) similar to that presently followed for sanitary sewer and water extension requests would be followed.

TO: Mayor Gene F. Eriquez - Common Council Members  
RE: Benham Street

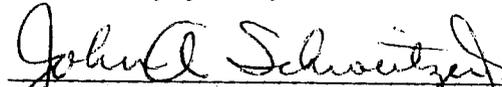
April 5, 1991

35

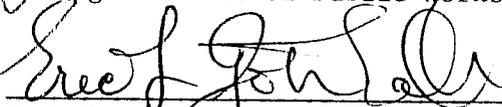
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If you have any questions, please feel free to contact us.

Very truly yours,



John A. Schweitzer, Jr., P.E.  
Acting Director of Public Works



Eric L. Gottschalk  
Acting Corporation Counsel

JAS/PAE/gw

c: Basil Friscia  
Frank Cavagna

GREGORY VACCARO  
59 KING ST,  
DANBURY CT. 06810.  
April 5th, 1991.

To whom it may concern,

As resident and owner of 59 King St., Danbury Ct.,  
I would like to call to your attention the extreme narrow width of the  
road adjacent to the affore-mentioned address and the dangerous conditions  
that exist as a result of this.

Due to the fact that two vehicles cannot pass simultaneously and  
the school buses present the potential for an accident when encountering  
the narrow conditions, I hereby request your assistance in rectifying the  
matter.

At present vehicles that are forced off the road are eroding and  
doing damage to my property which cannot tolerate such abuse.

The entire matter has been brought to the attention of our area  
Councilman Mr. Mike Fazio who visited the sight in order to secure a more  
comprehensive understanding of the situation.

Your prompt attention and action to resolving this hazardous  
condition would be greatly appreciated. For further information or any  
assistance you can contact me at the following phone no. 792-3829.

I remain,

Yours Faithfully,

A handwritten signature in black ink, appearing to read "Greg Vaccaro", written over a horizontal line.

GREG VACCARO.

I have attached to this letter a copy of the City of Danbury's Request for Proposals for the sale of property.

CONFIDENTIAL

8 Hilltop Manor - P.O. Box 804  
Danbury, CT 06813  
April 10, 1991.

The Common Council Personnel  
c/o The Mayor's Office  
115 Deer Hill Ave.  
Danbury, CT 06810.

Dear Common Council Personnel:

I am willing to sell to the City of Danbury a three family town house building at a reasonable price, considering today's real estate market price. This building is well within city limits, approximately half a mile from City Hall.

The location of the building is at 1 Ann Drive off Rose Hill. The building is structurally sound, and was built approximately 10 years ago- frame and stucco.

Each apartment has the following:

- (a) 912 sqft
- (b) 2 bedrooms, living and dining area, kitchen, bathroom and porch deck at rear.
- (c) 1 refrigerator, 2 airconditioners, dishwasher and stove.
- (d) assigned parking space at rear of building for six cars. Two cars per apartment.

May I hear from you soon with regards to the above matter ?

Respectfully,  
Walter Brown.



38

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

April 30, 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:

**Fieldstone Drive**  
**Fieldstone Acres**

Fieldstone Drive is a road which was bonded by the Planning Commission in the early 1970's. This road was never completed to the satisfaction of the Public Works Department. It has not been accepted by the City.

The City has already collected \$3,436.57 from the performance bond put up for this road. This performance bond payment has not yet been applied to the completion of road construction items.

It is our estimate that to complete the road would cost approximately \$36,000 if put out to bid. A copy of our preliminary estimate is enclosed. It is possible that some of the work could be done by the Engineering and Highway Departments. This would reduce the estimate somewhat. We are in the process of reviewing the estimate with Highway Superintendent Frank Cavagna and will issue a revised estimate in the near future.

According to Director of Finance Dominic A. Setaro, Jr., the allocation of the \$3,436.57 performance bond to the road improvement project must be made by the Common Council prior to June 30, 1991. Enclosed is a copy of Mr. Setaro's April 22, 1991 memo to me.

We, therefore, are requesting that the Common Council appropriate \$36,000 (a portion of which is the \$3,436.57 performance bond) for the completion of Fieldstone Drive with the intent of bringing the roadway to a condition which would allow it to be accepted by the City.

If you have any questions, please contact our office.

(continued on page 2)

TO: Mayor Gene F. Eriquez  
Common Council

April 30, 1991

FROM: John A. Schweitzer, Jr., P.E.

---

Very truly yours,

  
John A. Schweitzer, Jr., P.E.  
Acting Director of Public Works

JAS/PAE/gw

Enclosures

c: Basil Friscia  
Frank Cavagna  
Susan Decina with enclosures  
Dominic Setaro, Jr.  
Eric L. Gottschalk, Esq. with enclosure



# CITY OF DANBURY

155 DEER HILL AVENUE  
DANBURY, CONNECTICUT 06810

RECEIVED

APR 23 1991

Engineering Dept.

DEPARTMENT  
OF FINANCE

April 22, 1991

MEMO TO: John A. Schweitzer, Jr., City Engineer  
FROM: Dominic A. Setaro, Jr., Director of Finance  
RE: **Fieldstone Drive**

I have reviewed your March 14, 1991 memo and also reviewed my August 8, 1990 memo to Eric Gottschalk.

It would be no problem with your obtaining funding from the Common Council for an amount up to \$3,436.57 which we have already received. This must be done prior to June 30, 1991. My concern is where the balance is going to be coming from. As you know, there are no funds available in this year's contingency account and there is very little in the 1991-92 contingency. I would suggest at this time that you either decide that you would like to request the full amount of funds from the Common Council effective July 1, 1991, or perhaps, when funds that were frozen in the capital budget and continued appropriations from previous years that involve public works projects become available sometime in July, we may be able to transfer those monies from those accounts.

Would you please contact me as to what procedure you may be more comfortable with.

Dominic A. Setaro, Jr.

DAS:af



RECEIVED 28  
MAR 26 1991

# CITY OF DANBURY

Engineering Dept.

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

PLEASE REPLY TO:

March 22, 1991

DANBURY, CT 06810

To: John A. Schweitzer, Jr., City Engineer  
Gene F. Eriquez, Mayor  
Dominic A. Setaro, Jr., Director of Finance

From: Eric L. Gottschalk, Acting Corporation Counsel

Re: Fieldstone Drive

---

In response to your memo to Dom and me, I believe that the next step should be up to the Council. Given the economic conditions, it seems logical to assume that to the extent that we can do some of the work ourselves, we should do so and lower the overall cost of the project. So, sharpen the pencil, determine what we can do and what we will have to "contract out" and forward an appropriate request to the Mayor and the Council.

---

Eric L. Gottschalk

ELG:r





38

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

March 14, 1991

ENGINEERING DEPARTMENT  
(203) 797-4641

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

MEMO TO: Eric L. Gottschalk, Esquire  
Acting Corporation Counsel  
  
Dominic A. Setaro, Jr.,  
Finance Director/Comptroller

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

SUBJECT: Fieldstone Drive

---

References are made to the August 7, 1990 memo from Eric L. Gottschalk and the August 8, 1990 memo from Dominic A. Setaro, Jr., on the above noted subject.

On March 12, 1991 Fieldstone Drive was inspected by Highway Superintendent Frank Cavagna and personnel from my office. A number of items requiring repair or additional work were noted. Enclosed for your reference is a copy of our memo to Assistant Planning Director Susan Decina.

Enclosed also is our preliminary estimate of the cost to bring this road up to standards which would allow it to be accepted. Until we have "as-built" drawings to review, a better estimate of the cost of completion of the road cannot be prepared.

- A. Our estimate is based on the work required being "contracted out". It may be possible for some of this work to be done by the Engineering Department (monument installation, easement mapping, "as-built" drawings) and the Highway Department (shoulder repair, curbing, overlay, etc.) at lower costs if we are authorized to do so. (This would be similar to the method we are currently employing to complete Lakecrest Drive, Pilgrim Drive, and Colonial Drive.
- B. Is the appropriate next step to request that the Common Council appropriate \$36,000 to complete this road? (\$3,436.57 has already been received by the City from the performance "bond.")

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

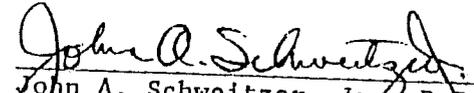
(continued on page 2)

TO: Eric L. Gottschalk, Esquire  
RE: Fieldstone Drive

March 14, 1991

33

Very truly yours,

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

JAS/PAE/gw

Enclosures

- c: Basil Friscia with enclosures
- Public Works Director with enclosures
- Susan Decina with enclosures
- Frank Cavagna with enclosures

Fieldstone Drive - Fieldstone Acres

Preliminary Estimate

A. Construction Items

Underdrainage	\$4,500
Drainage (Misc.)	4,000
Pavement Overlay	10,000
Drainage System Cleaning	1,000
Shoulder Clearing	500
Curbing Repair/Installation	2,500
Driveway Ramps	3,000
Monument Installation	900
Road Sweeping	500
Trees	500

B. Easement Acquisition

Mapping	1,500
Title Search	100
Appraisal/ Acquisition	3,000
Legal Costs	1,000

C. As Built Drawings 3,000

TOTAL \$36,000

Prepared By  
Engineering Department  
March 13, 1991



39

# CITY OF DANBURY

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

April 30, 1991

PLEASE REPLY TO:

DANBURY, CT 06810

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

Re: Leases of City Property  
Old Quarry Nature Center and  
Bear Mountain Ranger Residence

Dear Mayor and Council Members:

At your request, I have worked with Dominic A. Setaro, Jr., Emanuel Merullo and Paul Schierloh to review the status of the above-referenced City properties in an effort to develop new leases for your consideration. The attached draft leases are the product of that work. They are standard forms to which we have attached proposed schedules reflecting the surveillance and maintenance responsibilities that would be assumed by the tenants. The rental payment rates which have been incorporated in the leases were developed by Mr. Schierloh based upon Fair Market Rental Rates established by the U.S. Department of Housing and Urban Development.

In addition, the Personnel Department has determined that several City employees are interested in renting these structures. Further, you should be aware that the present tenant at the Old Quarry Nature Center is also interested in remaining at that site, although he is not an employee. Of course, the decision to rent to any particular individual is one for the Council to make.

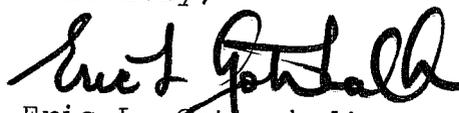
39

Hon. Gene F. Eriquez, Mayor  
Hon. Members of the Common Council  
Re: Leases of City Property  
April 30, 1991

- 2 -

Please establish a Committee to review these leases and make recommendations back to the Council. The members of the Property Review Board would be happy to meet with the Committee at its convenience. If you have any questions with regard to this, please feel free to contact my office.

Sincerely,



Eric L. Gottschalk  
Acting Corporation Counsel

ELG:r

Enclosures

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

Emanuel A. Merullo  
Director of Personnel

Paul Schierloh  
Associate Director of Housing

# This Indenture,

39

Made by and between the CITY OF DANBURY, 155 Deer Hill Avenue,  
Danbury, Connecticut

Lessor, and

Lessee, WITNESSETH: That the Lessor has leased, and does hereby lease to the said Lessee

A dwelling located on the Bear Mountain Reservation,  
known and designated as "existing ranger cottage"  
on a map attached hereto as Exhibit A.

for the term of one year\* from the first day of January A.D., 1991,  
for the annual rent of \$6,168.00\*\*  
payable in twelve equal payments of \$514.00 ~~Each~~  
each, to wit: ~~on the~~ on or before the ~~day of~~ first day of each month of the  
lease period. ~~Each~~

\* With option to renew for an additional one (1) year period by Lessee.

\*\* Increased annually on the first of January 1992 by the percentage increase in Lessee's salary divided by two (2), which increase shall have occurred during the Lessor's 1991-1992 fiscal year.

And the said Lessor covenants with the said Lessee that it has good right to lease said premises in manner aforesaid, and that it will suffer and permit said Lessee (it keeping all the covenants on its part, as hereinafter contained) to occupy, possess and enjoy said premises during the term aforesaid, without hindrance or molestation from said Lessor. ~~or any person claiming by, from or under~~

And the said Lessee covenants with the said Lessor to hire said premises and to pay the rent therefor as aforesaid, that he/she will commit no waste, nor suffer the same to be committed thereon, nor injure nor misuse the same; and also that he/she will not assign this lease nor underlet a part or the whole of said leased premises, nor make alterations therein, nor use the same for any purpose but that hereinbefore authorized, without written permission from said Lessor but will deliver up the same at the expiration or sooner determination of his/her tenancy in as good condition as they are now in, ordinary wear, fire and other unavoidable casualties excepted.

30A

**Provided, however,** and it is further agreed that if the said rent shall remain unpaid ten (10) days after the same shall become payable as aforesaid, or if the said Lessee shall assign this Lease, or underlet or otherwise dispose of the whole or any part of said demised premises, or use the same for any purpose but that hereinbefore authorized or make any alteration therein without the consent of the Lessor in writing, or shall commit waste or suffer the same to be committed on said premises, or injure or misuse the same, then this Lease shall thereupon, by virtue of this express stipulation therein expire and terminate, and the Lessor may, at any time thereafter, re-enter said premises, and the same have and possess as of its former estate, and without such re-entry, may recover possession thereof in the manner prescribed by the statute relating to summary process; it being understood that no demand for rent, and no re-entry for condition broken, as at common law, shall be necessary to enable the Lessor to recover such possession pursuant to said statute relating to summary process, but that all right to any such demand, or any such re-entry is hereby expressly waived by the said Lessee

**And it is further agreed** between the parties hereto, that whenever this Lease shall terminate either by lapse of time or by virtue of any of the express stipulations therein, the said Lessee hereby waive all right to any notice to quit possession, as prescribed by the statute relating to summary process.

**And it is further agreed** that in case the said Lessee shall, with the written consent of the said Lessor endorsed hereon, or on the duplicate hereof, at any time hold over the said premises, beyond the period above specified as the termination of this Lease, then the said Lessee shall hold said premises upon the same terms, and under the same stipulations and agreements as are in this Instrument contained, and no holding over by said Lessee shall operate to renew this Lease without such written consent of said Lessor.

**And it is further agreed** between the parties hereto, that the Lessee shall ~~to~~ comply with, and ~~to~~ conform to all the Laws of the State of Connecticut, and the by-laws, rules and regulations of the City and Town within which the premises hereby leased are situated, relating to Health, Nuisance, Fire, Highways and Sidewalks, so far as the premises hereby leased are, or may be concerned; and to save the Lessor harmless from all fines, penalties and costs for violation of or non-compliance with the same, and that said premises shall be at all times open to the inspection of said Lessor or its agents, to applicants for purchase or lease, and for necessary repairs.

**And it is further agreed** that the said Lessee is to pay the water rates, or rent, for all water used and consumed on said leased premises during the term aforesaid, in addition to the rent hereinbefore provided for.

**And it is further agreed** between the parties to these presents, that in case the building or buildings erected on the premises hereby leased shall be partially damaged by fire or otherwise, the same shall be repaired as speedily as possible at the expense of the said Lessor; that in case the damage shall be so extensive as to render the building or demised premises untenable, the rent shall cease until such time as the building shall be put in complete repair; but in the case of the total destruction of the premises, by fire or otherwise, the rent shall be paid up to the time of such destruction and then and from thenceforth this Lease shall cease and come to an end.

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

**And Lessee** further covenant and agree that no accumulation of boxes, barrels, packages, waste paper, or other articles shall be permitted in or upon the premises.

**And the Lessee** covenants that in the event the Lessor is required to employ an attorney in order to enforce a provision of this lease, the Lessee shall pay a reasonable attorney's fee.

AND THE LESSEE FURTHER AGREES AS FOLLOWS:

1. To pay a security deposit in the amount of one month's rent which shall be deposited with LESSOR as security for LESSEE'S faithful performance of his/her obligations hereunder.
2. In addition to the rent agreed upon in this Lease, LESSEE agrees, as part of the consideration of this Lease to undertake the duties set forth in Exhibit B attached hereto.
3. In the event that LESSEE'S employment is terminated by LESSOR, notification to LESSEE of such termination shall operate as thirty (30) days notice of termination of this agreement.
4. Lessee shall be responsible for payment of utilities.

In Witness Whereof, the parties hereto have hereunto set their hands and seals, and to a duplicate of the same tenor and date, this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19 \_\_\_\_\_

Signed, Sealed and Delivered in presence of

CITY OF DANBURY

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_ LS  
Gene F. Enriquez, its Mayor  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ LS

State of Connecticut, } ss. Danbury  
County of FAIRFIELD

On this the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, before me, \_\_\_\_\_, the undersigned officer, personally appeared

whose name \_\_\_\_\_ subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained. known to me (or satisfactorily proven) to be the person

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

State of Connecticut, } ss. Danbury  
County of FAIRFIELD

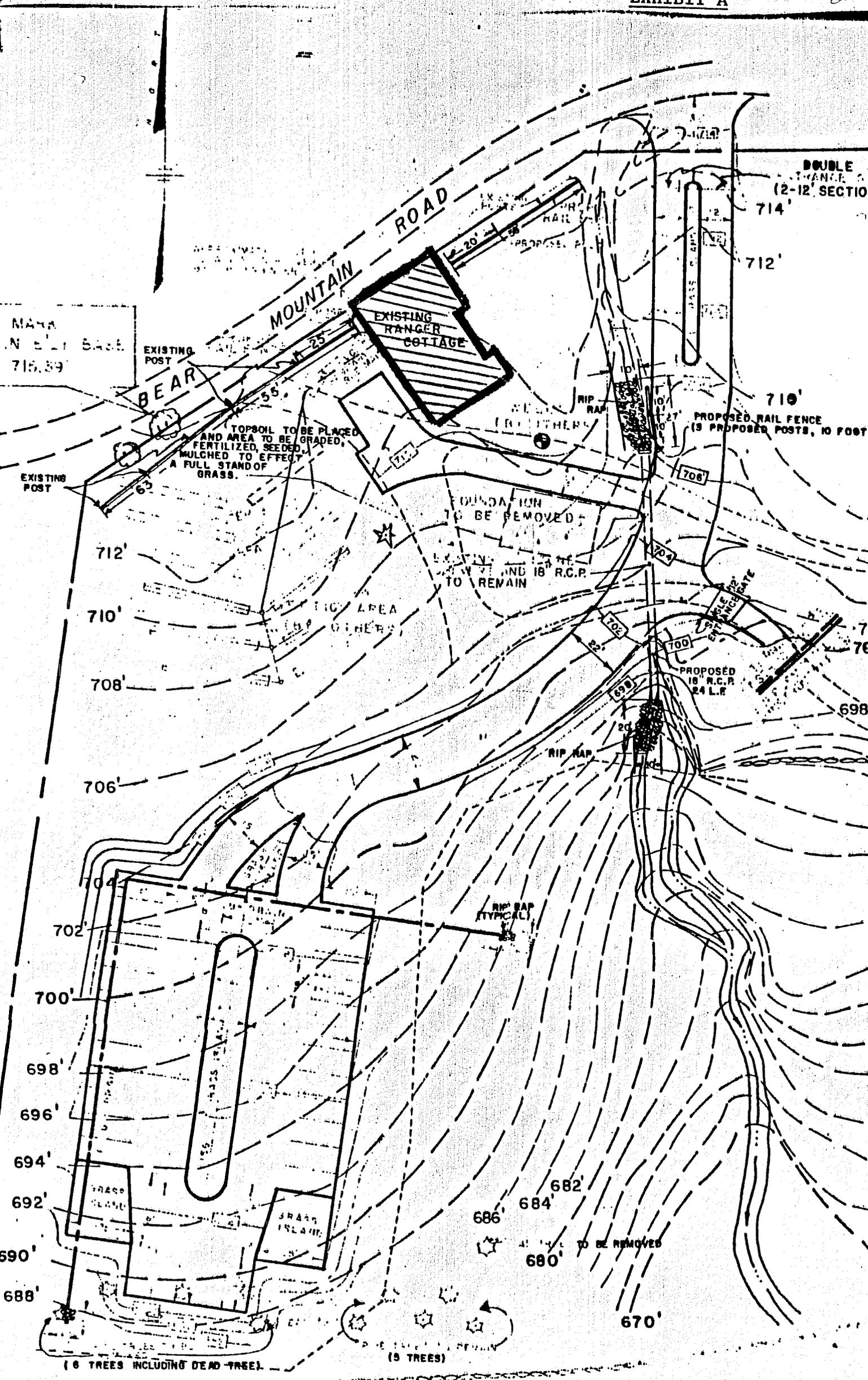
\_\_\_\_\_  
\_\_\_\_\_  
Title of Officer

On this the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, before me, \_\_\_\_\_, the undersigned officer, personally appeared

Gene F. Enriquez of the City of Danbury, a corporation, and that he as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Mayor.

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

\_\_\_\_\_  
\_\_\_\_\_  
Title of Officer



39

EXHIBIT B

BEAR MOUNTAIN RANGER COTTAGE LEASE

- (a) Keep the parking lot gates open during all hours in which the facility is open to the public.
- (b) Distribute trail maps and keep pamphlets in the appropriate sign boxes.
- (c) Check parking lot, morning and evening.
- (d) Check the Bear Mountain Reservation property daily, weather permitting, by walking the trails and/or boundaries.
- (e) Report any violations of the rules and regulations to appropriate enforcement authorities, including police and the Director of the Department of Parks and Recreation.
- (f) Call appropriate emergency personnel (fire, ambulance, etc.) as needed to respond to emergency situations.
- (g) Maintain the ranger residence and surrounding grounds in a neat, orderly condition.
- (h) Contact and act as a liaison with the Parks and Recreation Department to obtain services approved by the City, including mowing, snow plowing, etc.
- (i) Provide the Director of the Department of Parks and Recreation with monthly activity reports in the form and content as reasonably requested from time to time by him; attend Parks and Recreation Commission meetings as requested and report on activities at the facility.
- (j) Open gates and maintain parking during special events as may be arranged from time to time by the Department of Parks and Recreation or the Parks and Recreation Commission.
- (k) Perform other duties as mutually agreed to from time to time.
- (l) Notify the Director of the Department of Parks and Recreation when the Lessee is going to be away for a period of time in excess of seven (7) days.

In performing the above duties, the use of firearms or other weapons of any type is expressly prohibited.

39

# This Indenture,

Made by and between the CITY OF DANBURY, 155 Deer Hill Avenue, Danbury, Connecticut,

Lessor, and

Lessee, WITNESSETH: That the Lessor has leased, and does hereby lease to the said Lessee

A dwelling located at the Old Quarry Nature Center, known and designated as "existing cottage" on a map and attached hereto as Exhibit A.

for the term of one year\* from the first day of January A.D., 1991, for the annual rent of \$6,168.00\*\* payable in twelve equal payments of \$514.00 each, to wit: ~~on~~ ~~the~~ on or before the ~~day of~~ first day of each month of the lease period. Dollars x  
Dollars,

\* With option to renew for an additional one (1) year period by Lessee.

\*\* Increased annually on the first of January 1992 by the percentage increase in Lessee's salary divided by two (2), which increase shall have occurred during the Lessor's 1991-1992 fiscal year.

And the said Lessor covenants with the said Lessee that it has good right to lease said premises in manner aforesaid, and that it will suffer and permit said Lessee (it keeping all the covenants on its part, as hereinafter contained) to occupy, possess and enjoy said premises during the term aforesaid, without hindrance or molestation from said Lessor. ~~or any person claiming by, from or under~~

And the said Lessee covenants with the said Lessor to hire said premises and to pay the rent therefor as aforesaid, that he/she will commit no waste, nor suffer the same to be committed thereon, nor injure nor misuse the same; and also that he/she will not assign this lease nor underlet a part or the whole of said leased premises, nor make alterations therein, nor use the same for any purpose but that hereinbefore authorized, without written permission from said Lessor but will deliver up the same at the expiration or sooner determination of his/her tenancy in as good condition as they are now in, ordinary wear, fire and other unavoidable casualties excepted.

**Provided, however,** and it is further agreed that if the said rent shall remain unpaid ten (10) days after the same shall become payable as aforesaid, or if the said Lessee shall assign this Lease, or underlet or otherwise dispose of the whole or any part of said demised premises, or use the same for any purpose but that hereinbefore authorized or make any alteration therein without the consent of the Lessor in writing, or shall commit waste or suffer the same to be committed on said premises, or injure or misuse the same, then this Lease shall thereupon, by virtue of this express stipulation therein expire and terminate, and the Lessor may, at any time thereafter, re-enter said premises, and the same have and possess as of its former estate, and without such re-entry, may recover possession thereof in the manner prescribed by the statute relating to summary process; it being understood that no demand for rent, and no re-entry for condition broken, as at common law, shall be necessary to enable the Lessor to recover such possession pursuant to said statute relating to summary process, but that all right to any such demand, or any such re-entry is hereby expressly waived by the said Lessee

**And it is further agreed** between the parties hereto, that whenever this Lease shall terminate either by lapse of time or by virtue of any of the express stipulations therein, the said Lessee hereby waive all right to any notice to quit possession, as prescribed by the statute relating to summary process,

**And it is further agreed** that in case the said Lessee shall, with the written consent of the said Lessor endorsed hereon, or on the duplicate hereof, at any time hold over the said premises, beyond the period above specified as the termination of this Lease, then the said Lessee shall hold said premises upon the same terms, and under the same stipulations and agreements as are in this Instrument contained, and no holding over by said Lessee shall operate to renew this Lease without such written consent of said Lessor

**And it is further agreed** between the parties hereto, that the Lessee shall ~~to~~ comply with, and ~~to~~ conform to all the Laws of the State of Connecticut, and the by-laws, rules and regulations of the City and Town within which the premises hereby leased are situated, relating to Health, Nuisance, Fire, Highways and Sidewalks, so far as the premises hereby leased are, or may be concerned; and to save the Lessor harmless from all fines, penalties and costs for violation of or non-compliance with the same, and that said premises shall be at all times open to the inspection of said Lessor or its agents, to applicants for purchase or lease, and for necessary repairs.

**And it is further agreed** that the said Lessee is to pay the water rates, or rent, for all water used and consumed on said leased premises during the term aforesaid, in addition to the rent hereinbefore provided for.

**And it is further agreed** between the parties to these presents, that in case the building or buildings erected on the premises hereby leased shall be partially damaged by fire or otherwise, the same shall be repaired as speedily as possible at the expense of the said Lessor; that in case the damage shall be so extensive as to render the building or demised premises untenable, the rent shall cease until such time as the building shall be put in complete repair; but in the case of the total destruction of the premises, by fire or otherwise, the rent shall be paid up to the time of such destruction and then and from thenceforth this Lease shall cease and come to an end.

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

**And Lessee** further covenant and agree that no accumulation of boxes, barrels, packages, waste paper, or other articles shall be permitted in or upon the premises.

**And the Lessee** covenant that in the event the Lessor is required to employ an attorney in order to enforce a provision of this lease, the Lessee shall pay a reasonable attorney's fee.

AND THE LESSEE FURTHER AGREES AS FOLLOWS:

1. To pay a security deposit in the amount of one month's rent which shall be deposited with LESSOR as security for LESSEE'S faithful performance of his/her obligations hereunder.
2. In addition to the rent agreed upon in this Lease, LESSEE agrees, as part of the consideration of this Lease to undertake the duties set forth in Exhibit B attached hereto.
3. In the event that LESSEE'S employment is terminated by LESSOR, notification to LESSEE of such termination shall operate as thirty (30) days notice of termination of this agreement.
4. Lessee shall be responsible for payment of utilities.

39

**In Witness Whereof, the parties hereto have hereunto set their hands and seals, and to a duplicate of the same tenor and date, this**

day of \_\_\_\_\_ A. D. 19  
CITY OF DANBURY

Signed, Sealed and Delivered in presence of

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_ LS  
Gene F. Eriquez, its Mayor  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ LS

State of Connecticut, } ss. Danbury  
County of FAIRFIELD

On this the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, before me,  
the undersigned officer, personally appeared

whose name \_\_\_\_\_ known to me (or satisfactorily proven) to be the person  
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 official seal.**

State of Connecticut, } ss. Danbury  
County of FAIRFIELD

\_\_\_\_\_  
\_\_\_\_\_  
Title of Officer

On this the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, before me,  
the undersigned officer, personally appeared

Gene F. Eriquez who acknowledged himself to be the Mayor  
of the City of Danbury, a corporation, and that he as such Mayor  
being authorized so to do, executed the foregoing instrument for the purposes therein contained, by  
signing the name of the corporation by himself as Mayor.

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

\_\_\_\_\_  
\_\_\_\_\_  
Title of Officer

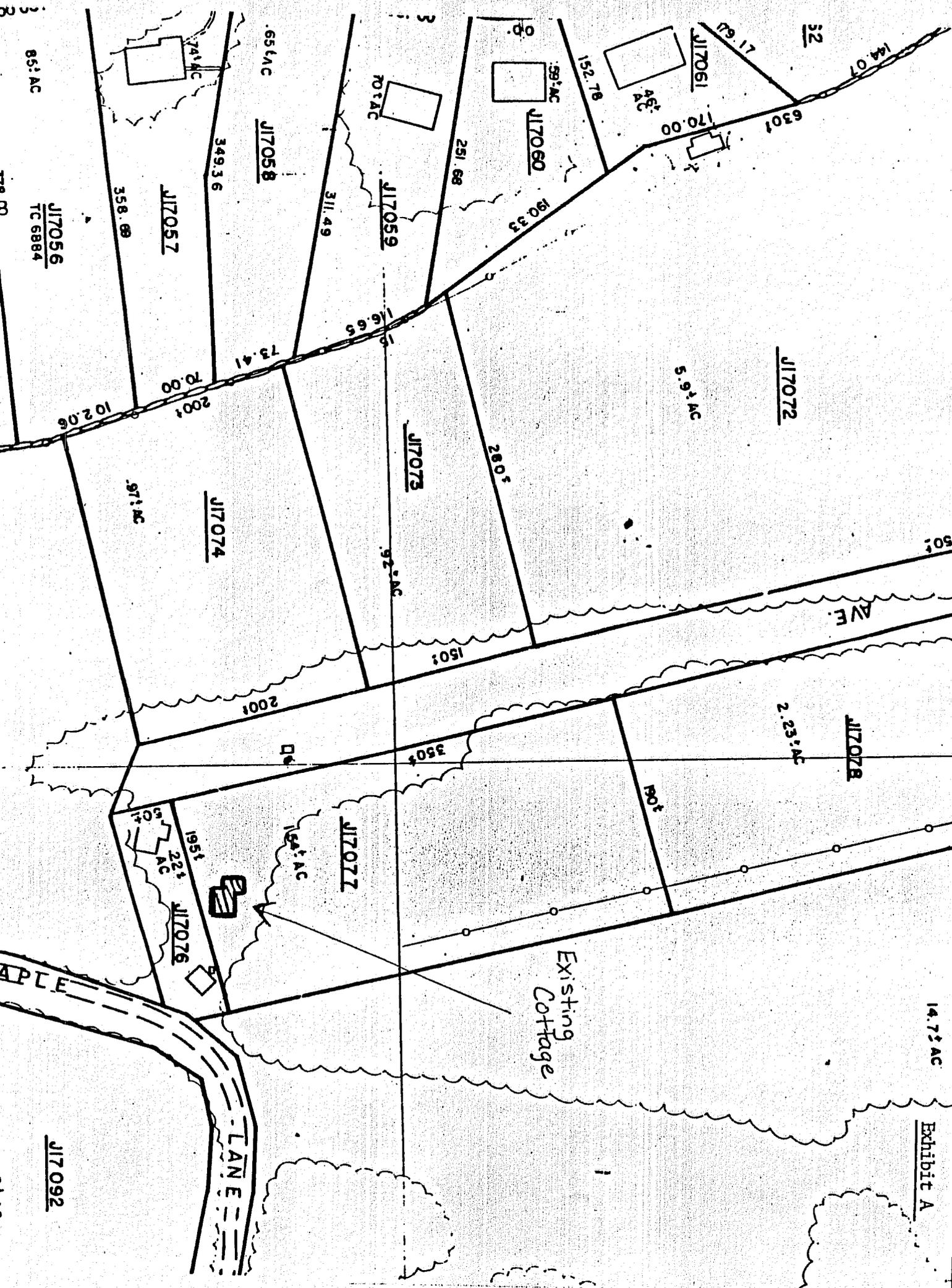


EXHIBIT B

OLD QUARRY NATURE CENTER COTTAGE

- (a) Keep the parking lot gates open during all hours in which the facility is open to the public.
- (b) Distribute trail maps and keep pamphlets in the appropriate sign boxes.
- (c) Check parking lot, morning and evening.
- (d) Check the Old Quarry Nature Center property daily, weather permitting, by walking the trails and/or boundaries.
- (e) Report any violations of the rules and regulations to appropriate enforcement authorities, including police and the Director of the Department of Parks and Recreation.
- (f) Call appropriate emergency personnel (fire, ambulance, etc.) as needed to respond to emergency situations.
- (g) Maintain the cottage and surrounding grounds in a neat, orderly condition.
- (h) Contact and act as a liaison with the Parks and Recreation Department to obtain services approved by the City, including mowing, snow plowing, etc.
- (i) Provide the Director of the Department of Parks and Recreation with monthly activity reports in the form and content as reasonably requested from time to time by him; attend Parks and Recreation Commission meetings as requested and report on activities at the facility.
- (j) Open gates and maintain parking during special events as may be arranged from time to time by the Department of Parks and Recreation or the Parks and Recreation Commission.
- (k) Perform other duties as mutually agreed to from time to time.
- (l) Maintain the alarm system in the fieldhouse and report any malfunction.
- (m) Notify the Director of the Department of Parks and Recreation when the Lessee is going to be away for a period of time in excess of seven (7) days.

In performing the above duties, the use of firearms or other weapons of any type is expressly prohibited.



41

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

May 7, 1991

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

Re: Transfer from Landfill Enterprise Account

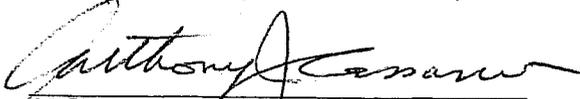
The Common Council Committee appointed to consider the transfer of the landfill undesignated fund balance to the City General Fund met on April 15, 1991 at 8:00 P.M. in Room 432 in City Hall. Present were committee members Cassano, John Esposito and Scozzafava. Also in attendance were Director of Finance Dominic Setaro and Council President Joseph DaSilva, ex-officio.

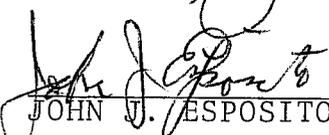
Mr. Setaro provided the committee with some details of the proposed transfer:

1. The Danbury Landfill is scheduled to be closed in 12 to 18 months
2. At that time, any residual equity in the Landfill Enterprise Fund would be transferred to another City fund (i.e. the General Fund).
3. It is proposed that the transfer be a two step process; \$2.6 million for FY 91-92 and the remainder at a later date, perhaps FY 92-93.
4. It is estimated that there will be a \$3,425,000 Landfill Fund balance at the end of FY 91. Included in the balance is \$825,000 to cover the City's pledge to HRRRA.
5. Approximately \$910,000 will also exist in the Landfill Capital Budget, representing a set-aside that is estimated to be more than sufficient to cover the cost of closure of the landfill (approximately \$400,000 remaining in the FY 90-91 budget and \$510,000 proposed in the FY 91-92 budget.
6. The conclusion is that there will be \$2,600,000 available as an undesignated fund balance eligible for transfer to the General Fund.
7. The proposed transfer has been discussed with the City auditors, Ernest and Young. The transfer is classified as a residual equity transfer, which is a non-recurring or non-routine transfer of equity between funds whereby part or all of residual balances of discontinued funds are transferred to the General Fund.

Following the discussion, Mr. Esposito made a motion that the committee recommend to the Common Council that the undesignated fund balance of the landfill account in the amount of \$2,600,000 be transferred to the General Fund in this fiscal year (FY 90-91) to be used in the FY 91-92 budget as a source of revenue. Seconded by Mr. Scozzafava. Motion carried unanimously.

Respectfully submitted,

  
ANTHONY J. CASSANO, Chairman

  
JOHN J. ESPOSITO

  
JOSEPH SCOZZAFAVA



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# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

## REPORT

May 7, 1991

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

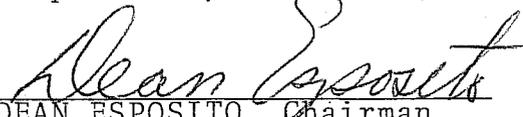
Re: Offer of Land for Sale - 53 South Street

The Common Council Committee appointed to review the request to sell a parcel of land at 53 South Street to the City met on April 24, 1991 at 7:40 P.M. in City Hall. In attendance were committee members Dean Esposito, Farah and Regan. Also in attendance were Mr. and Mrs. Nicholas Macelletti, the property owners and Council Member Chris Setaro, ex-officio.

Mr. Macelletti explained his reason for offering this land to the City. He felt that the City might be able to utilize it for housing project or any other project the City might be planning. Dean Esposito explained that the City Planning Commission reported a negative recommendation for this piece of land as the City has no need for the property at this time.

Mr. Regan made a motion to not pursue the purchase of the land at 53 South Street based on a negative recommendation from the Planning Commission and due to the fiscal situation in the City at this time. Seconded by Dr. Farah. Motion carried unanimously.

Respectfully submitted,

  
DEAN ESPOSITO, Chairman

  
MOUNIR A. FARAH

  
ARTHUR D. REGAN



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# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

## REPORT

May 7, 1991

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

Re: Plumtrees Road - Lot #L12015

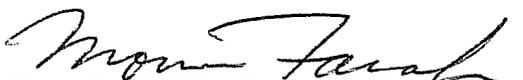
The Common Council Committee appointed to review the request for inclusion of lot #L12015 to the Plumtrees Sewer System Extension Study met on April 24, 1991 at 8:00 P.M. in City Hall. In attendance were committee members Dean Esposito, Farah and Regan. Also in attendance were Superintendent of Public Utilities/Works William Buckley, Assistant Corporation Counsel Les Pinter, City Engineer Jack Schweitzer and Council Member Chris Setaro, ex-officio.

Mr. Buckley began by explaining that he had received a letter from Dennis McDonald of the BRT Corporation requesting the inclusion of Lot #L12015 on Plumtrees Road into the study of sewer and water extension on Plumtrees Road. Mr. Buckley felt that before he could take any action on this matter, he would need to obtain Common Council approval. He went on to explain that if approval is given he could proceed to include the said parcel of land into his study. He also stated that any additional costs would be paid by the BRT Corporation.

Dr. Farah made a motion to approve the concept of including this lot in the study and billing BRT accordingly for the work done and that this be done by a contractual agreement authorized by the Corporation Counsel and signed by the Mayor. Seconded by Mr. Regan. Motion passed unanimously.

Respectfully submitted,

  
DEAN ESPOSITO, Chairman

  
MOUNIR A. FARAH

  
ARTHUR D. REGAN



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# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

## REPORT

May 7, 1991

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

Re: Cedar Heights Water Company, Lot #K04114, 101-103 Lakeview Avenue

The Common Council Committee appointed to review the Cedar Heights Water Company, Lot #K04114, 101-103 Lakeview Avenue to be sold for the development of drinking water will met on April 9, 1991 at 7:30 P.M. in City Hall. In attendance were committee members Scozzafava and Scalzo. Mr. Boynton was absent. Also in attendance were Director of Public Utilities William Buckley, City Engineer Jack Schweitzer, Corporation Counsel Eric Gottschalk and Steve Polizzi from the Water Company.

A positive recommendation was received from the Planning Commission as well as from Mr. Buckley and Mr. Schweitzer to declare the land surplus.

Mr. Scalzo made a motion to declare Lot #K04114 (101-103 Lakeview Avenue) surplus and be sold to Cedar Heights Water Company for development of drinking water wells only at a price to be determined based on fair market value of the lot by the City's Tax Assessor. Seconded by Mr. Scozzafava. The motion carried unanimously.

Respectfully submitted,

  
JOSEPH SCOZZAFAVA, Chairman

  
HARRY W. SCALZO

  
ERNEST BOYNTON



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# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

May 7, 1991

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

Re: Tarrywile Park Carriage House Lease

The Common Council Committee appointed to review the lease for the Tarrywile Park Carriage House lease met on April 17, 1991 in Room 432 in City Hall at 8:00 P.M. In attendance were committee members Scalzo, Gogliettino and Regan. Also in attendance were Robert Woodside, Director of Tarrywile Park Authority, Robert Lovell, member of Tarrywile Park Authority and Assistant Corporation Counsel Les Pinter.

Mr. Woodside and Mr. Lovell presented a detailed explanation of the work the Authority has accomplished thus far and future plans, which included the use of the Carriage House, the lease and the tenant selection process. Much discussion by the committee members pertaining to the lease and Tenant Review Committee followed with satisfactory answers to the questions presented and necessary changes agreed upon with the advice of Counsel.

A positive recommendation by the Planning Commission was made on February 20, 1991 for the lease of the Carriage House at Tarrywile Park since it is a valid existing municipal use. The leasing of the Carriage House will generate needed revenue for the Authority.

A motion was made by Mrs. Gogliettino, seconded by Mr. Regan, to approve the attached Tenant Selection Process as amended with one member of the Common Council appointed by the Mayor and one member of the Property Review Board appointed by the Mayor. The motion was unanimously approved.

A motion was made by Mrs. Gogliettino, seconded by Mr. Regan, to approve the lease form and its addendum, as attached, and to approve the lease of the Carriage House as described in the said lease. The motion carried with all members voting in the affirmative.

Respectfully submitted,

  
HARRY W. SCALZO

  
DEBORAH R. GOGLIETTINO

  
ARTHUR D. REGAN



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# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

May 7, 1991

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

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Mr. Woodside and Mr. Lovell presented a detailed explanation of the work the Authority has accomplished thus far and future plans, which included the use of the Carriage House, the lease and the tenant selection process. Much discussion by the committee members pertaining to the lease and Tenant Review Committee followed with satisfactory answers to the questions presented and necessary changes agreed upon with the advice of Counsel.

A positive recommendation by the Planning Commission was made on February 20, 1991 for the lease of the Carriage House at Tarrywile Park since it is a valid existing municipal use. The leasing of the Carriage House will generate needed revenue for the Authority.

A motion was made by Mrs. Gogliettino, seconded by Mr. Regan, to approve the attached Tenant Selection Process as amended with one member of the Common Council appointed by the Mayor and one member of the Property Review Board appointed by the Mayor. The motion was unanimously approved.

A motion was made by Mrs. Gogliettino, seconded by Mr. Regan, to approve the lease form and its addendum, as attached, and to to approve the lease of the Carriage House as described in the said lease. The motion carried with all members voting in the affirmative.

Respectfully submitted,

\_\_\_\_\_  
HARRY W. SCALZO

\_\_\_\_\_  
DEBORAH R. GOGLIETTINO

\_\_\_\_\_  
ARTHUR D. REGAN



Charles  
Fazio

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# CITY OF DANBURY

155 DEER HILL AVENUE  
DANBURY, CONNECTICUT 06810

PLANNING COMMISSION  
(203) 797-4525

April 18, 1991

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

Re: 8-24 Referral - Lease - Candlewood Concession Stand

Dear Council Members:

The Planning Commission at its meeting April 17, 1991 motioned a positive recommendation for the lease of the Candlewood Concession Stand for the reason that it is recognized as an existing land use.

The motion was made by Mr. Deeb, seconded by Mr. Zaleta and passed with "ayes" from Commissioners Deeb, Zaleta, Sibbitt, and Hyman.

Sincerely yours,

*Joseph Justino*  
Joseph Justino  
Chairman

# THIS LEASE,

Made by this agreement between

The City of Danbury, a municipal corporation organized and existing under and by virtue of the laws of the State of Connecticut,

LANDLORD and

MICHAEL POODIAK of 53 Dana Road, Danbury, Connecticut 06810

TENANT, WITNESSETH:

Whenever used herein, the singular number shall include the plural, and plural the singular, and the use of any gender shall be applicable to all genders.

The Landlord does hereby lease to the Tenant and the Tenant does hereby hire from the Landlord the Concession Stand located at the Danbury Candlewood Park

for the term of five (5) years from the 20th day of May, 1991, for the term rent of

payable as follows:

- \$ 260.00 at time of lease signing
- \$ 624.00 on June 15, 1991
- \$ 858.00 on July 15, 1991
- \$ 858.00 on August 15, 1991
- \$ 884.00 on June 15, 1992
- \$ 858.00 on July 15, 1992
- \$ 858.00 on August 15, 1992
- \$ 884.00 on June 15, 1993
- \$ 858.00 on July 15, 1993
- \$ 858.00 on August 15, 1993
- \$ 884.00 on June 15, 1994
- \$ 858.00 on July 15, 1994
- \$ 858.00 on August 15, 1994
- \$ 884.00 on June 15, 1995
- \$ 858.00 on July 15, 1995
- \$ 858.00 on August 15, 1995

And the said Landlord covenants with the said Tenant that he has good right to lease said Premises in manner aforesaid, and that Landlord will suffer and permit said Tenant (he keeping all the Covenants on his part, as hereinafter contained) to occupy, possess and enjoy said premises during the term aforesaid, without hindrance or molestation from Landlord or any person claiming by, from or under Landlord.

And the said Tenant covenants with the said Landlord to hire said premises and to pay the rent therefor as aforesaid, that Tenant will commit no waste, nor suffer the same to be committed thereon, nor injure nor misuse the same; and also that Tenant will not assign this lease nor underlet a part or the whole of said premises, nor make alterations therein, nor use the same for any purpose but

Provided, however, and it is further agreed that if the said rent shall remain unpaid TEN (10) days after the same shall become payable as aforesaid, or if the said Tenant shall assign this Lease, or underlet or otherwise dispose of the whole or any part of said demised premises, or use the same for any purpose but that hereinbefore authorized, or make any alterations therein without consent of the Landlord in writing, or shall commit waste or suffer the same to be committed on said premises, or injure or misuse the same, or shall violate any of the agreements herein by the Tenant to be performed, then this Lease shall thereupon, by virtue of this express stipulation therein, expire and terminate, and the Landlord may, at any time thereafter re-enter said premises, and the same have and possess as of the Landlord's former estate, and without such re-entry, may recover possession thereof in the manner prescribed by the statute relating to summary process; it being understood that no demand for rent, and no re-entry for condition broken, as at common law, shall be necessary to enable the Landlord to recover such possession pursuant to said statute relating to summary process, but that all right to any such demand, or any such re-entry is hereby expressly waived by the said Tenant.

And it is further agreed between the parties hereto, that whenever this Lease shall terminate either by lapse of time or by virtue of any of the express stipulations therein, the said Tenant hereby waives all right to any notice to quit possession, as prescribed by the statute relating to summary process, as well as any right to a trial by jury.

And it is further agreed that in case the said Tenant shall, with the written consent of the said Landlord endorsed hereon, or on the duplicate hereof, at any time hold over the said premises, beyond the period above specified as the termination of this Lease, then the said Tenant shall hold said premises upon the same terms, and under the same stipulations and agreements as are in this Instrument contained, and no holding over by said Tenant shall operate to renew this Lease without such written consent of said Landlord.

And it is further agreed between the parties hereto, that the Tenant shall comply with, and conform to all the Laws of the State of Connecticut, and the by-laws, rules and regulations of the City and Town within which the premises hereby leased are situated, relating to Health, Nuisance, Fire, Highways and Sidewalks, so far as the premises hereby leased are, or may be concerned; and to save the Landlord harmless from all fines, penalties and costs for violation of or non-compliance with the same.

And it is further agreed that said premises shall at all times be open to the inspection of the Landlord and his agents and for necessary repairs by either party. Upon reasonable notice, said premises shall also be open to the Landlord and his agents to show for purchase, mortgage or lease.

And it is further agreed that the said Tenant shall pay for all water, gas and electricity used and consumed on said leased premises during the term aforesaid, in addition to the rent hereinbefore provided for.

And it is further agreed between the parties to these presents, that in case the building or buildings erected on the premises hereby leased shall be partially damaged by fire or otherwise, the same shall be repaired as speedily as possible at the expense of the said Landlord ; that in case the damage shall be so extensive as to render the building or demised premises untenable the rent shall cease until such time as the building shall be put in complete repair; but in the case of the total destruction of the premises, by fire or otherwise, the rent shall be paid up to the time of such destruction and then and from thenceforth this Lease shall cease and come to an end.

And Tenant further covenants and agrees that no refuse or garbage shall be allowed to accumulate or remain in or upon the leased premises.

And it is further agreed that this lease shall cease and terminate at the option of the Landlord if the Tenant shall be adjudicated bankrupt or shall compound Tenant's debts or assign Tenant's estate or effects contained in the leased premises for payment thereof, or if a receiver of the Tenant's property shall be appointed, or if this Lease shall, by operation of law, devolve upon or pass to anyone other than the Tenant, or if an execution shall be levied against the estate of the Tenant contained in leased premises, and shall not be satisfied within seventy-two (72) hours thereof. Upon such termination all future installments of rent and other sums due or to become due hereunder shall immediately become

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And it is further agreed that this lease contains the entire agreement between the parties and that all representations relating to said premises and to this Lease are included herein.

And Tenant covenants and agrees that this Lease and all the rights of the Tenant herein shall be subordinate to the lien of any bona fide mortgage or mortgages now on or which may hereafter be placed upon the said premises by the Landlord or the successor in title to the Landlord, during the term of this Lease; and said Tenant further covenants and agrees to execute any further instrument or instruments which the Landlord or successor in title to the Landlord may at any time require to subordinate this Lease to the lien of any such mortgage or mortgages, and the Tenant hereby appoints the Landlord or the successor in title to the Landlord the attorney in fact of the Tenant, irrevocably, to execute and deliver such instruments for and in the name of the Tenant.

INSURANCE. See attached Schedule A, incorporated herein and made a part hereof.

In witness whereof, the parties hereto have hereunto set their hand and seals, and to a duplicate of the same tenor and date, this \_\_\_\_\_ day of \_\_\_\_\_ A. D., 1991.

Witnessed, sealed and delivered in the presence of:

\_\_\_\_\_  
szlo L. Pinter

\_\_\_\_\_  
szlo L. Pinter

CITY OF DANBURY, LANDLORD

By: \_\_\_\_\_  
Gene F. Enriquez, its Mayor

TENANT

By: \_\_\_\_\_  
Michael Poodiak

State of Connecticut, }  
County of FAIRFIELD }

ss. Danbury A. D., 1991

Personally appeared Gene F. Enriquez, Mayor of the City of Danbury, a municipal corporation, \_\_\_\_\_  
\_\_\_\_\_ and sealer of the foregoing instrument and acknowledged the same to be his free act and deed, and the free act and deed of said corporation, before me.

COMMISSIONER OF SUPERIOR COURT,  
~~NOTARY PUBLIC~~

State of Connecticut, }  
County of FAIRFIELD }

ss. Danbury A. D., 19 91

Personally appeared Michael Poodiak \_\_\_\_\_  
\_\_\_\_\_ and sealer of the foregoing instrument and acknowledged the same to be his free act and deed, and the free act and deed of said corporation, before me.

COMMISSIONER OF SUPERIOR COURT,  
~~NOTARY PUBLIC~~

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SCHEDULE A

INSURANCE. TENANT agrees to carry and maintain for the benefit of the City of Danbury, throughout the term of this lease, general public liability insurance against claims for bodily injury or death occurring upon or in the demised premises and property damage and products liability to afford protection to the limit of One Million (\$1,000,000.00) Dollars per occurrence. The TENANT agrees to deliver Certificates of Insurance naming the City of Danbury as additional insured, and detailing said coverage upon execution of this lease.



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

## REPORT

May 7, 1991

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

Re: Request for Water Extension - 89 Rose Hill Avenue

The Common Council Committee appointed to review the request for Water Extension at 89 Rose Hill Avenue met on April 22, 1991 at 7:00 P.M. in City Hall. In attendance were committee members Boynton and Butera. Also attending were City Engineer Jack Schweitzer, Director of Public Utilities William Buckley and Rick Horrigan and Gary Simone of Horrigan Builders.

According to Mr. Schweitzer the project is within the City water district and also meets the approval of the Director of Public Utilities Mr. Buckley, subject to the standard eight steps. The Planning Commission gave its approval in its letter dated April 18, 1991.

Mrs. Butera made a motion that the Common Council approve water extension to this project subject to the standard eight steps, attached, Seconded by Mr. Boynton. Motion carried unanimously.

Respectfully submitted,

\_\_\_\_\_  
ERNEST M. BOYNTON, Chairman

\_\_\_\_\_  
JANET D. BUTERA

\_\_\_\_\_  
MICHAEL S. FAZIO

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 WATER EXTENSION .

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 WATER EXTENSION 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 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 WATER lines.

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

REPORT

May 7, 1991

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

Re: Suspense List

The ad hoc committee appointed to review the Suspense List met at 7:00 P.M. on April 25, 1991 in the Fourth Floor Lobby in City Hall. In attendance were Committee Members Charles and Scalzo. Committee Member Fazio was absent due to a previous engagement. Also in attendance were Director of Finance Dominic Setaro, Tax Collector Catherine Skurat and Corporation Counsel Eric Gottschalk.

Mrs. Skurat stated that Constables and Deputy Sheriffs services were used to collect the taxes cited in her request to transfer the taxes in question to the Suspense List.

Mr. Scalzo made a motion that the committee recommend that the list of delinquent taxes submitted by the Tax Collector in the amount of \$189,583.21 be transferred to the Suspense List. Seconded by Mr. Charles and motion passed unanimously.

Respectfully submitted,

*Louis T. Charles*  
\_\_\_\_\_  
LOUIS T. CHARLES, Chairman

*Harry W. Scalzo*  
\_\_\_\_\_  
HARRY W. SCALZO

*Michael S. Fazio*  
\_\_\_\_\_  
MICHAEL S. FAZIO



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# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

## REPORT

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Honorable Members of the Common Council

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Respectfully submitted,

\_\_\_\_\_  
LOUIS T. CHARLES, Chairman

\_\_\_\_\_  
HARRY W. SCALZO

\_\_\_\_\_  
MICHAEL S. FAZIO



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# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

May 7, 1991

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

RE: Review of lease for the Candlewood Concession Stand

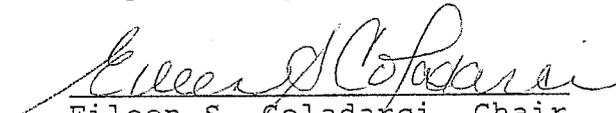
The committee to review the lease of the Candlewood concession stand met on April 24, 1991 at 7:00 pm in the fourth floor lobby of City Hall. In attendance were Councilwoman Coladarci, Chair, Councilman Charles and Councilman Fazio. Also in attendance were Bob Ryerson, Director of Parks and Recreation, and Laslo Pinter from Corporation Council, City of Danbury.

The lease is for a twelve week period from Memorial Day until Labor Day at the Price of \$2600.00/year for five years. The Planning Commission has given their approval.

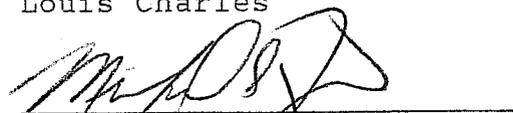
Councilman Charles made a motion that the lease be approved and that once the Insurance policy has been submitted, Mr. Poodiak may enter the premises to make reasonable preparations two weeks prior to opening. The motion was seconded by Councilman Fazio and unanimously approved.

The meeting was adjourned at 7:15 pm.

Respectfully submitted,

  
Eileen S. Coladarci, Chair

  
Louis Charles

  
Michael Fazio



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

## PROGRESS REPORT

May 7, 1991

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

Re: Proposed Agreement between the City of Danbury and Danbury Hospital

The Common Council Committee appointed to review a proposed agreement between the City of Danbury and Danbury Hospital met at 7:30 P.M. on April 10, 1991. In attendance were committee members DaSilva, Smith and Regan. Also in attendance were Assistant Corporation Counsel Les Pinter, Director of Parks and Recreation Robert Ryerson, CEO of Danbury Hospital Frank Kelly, Attorney for Danbury Hospital, J. Gregory, Vice President for Engineering Services for Danbury Hospital, A. Iacovella, Chairman of the Board of Directors for Interfaith Daycare Center Hugh Carolan, Director of Interfaith Daycare Center J. Simpson, Administrative Assistant Basil Friscia and Council Member John Esposito, ex-officio.

Mr. DaSilva outlined the proposal to the City of Danbury. In exchange for five (5) acres on the corner of Osborne Street and Locust Avenue, Danbury Hospital will pay the City \$1,304,500 over the next two years and forego City support of \$110,000 to the Hospital for two years. In addition, they would construct a new daycare facility with larger parking and play areas and an equally equipped and larger playground on abutting City property on Osborne Street. A basketball facility would also be constructed at the Osborne Street football and soccer field. No work would start on this project for five years unless mutually agreed upon by all parties.

Mrs. Simpson stated that although she and Mr. Carolan have had some contact with the Mayor's Office and the Hospital, the officials at the Daycare Center would like to have input into specific plans for a new facility. The Daycare center now has a lease with the City of Danbury.

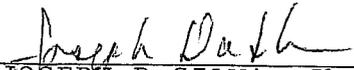
Mr. Friscia and Mr. Kelly assured the committee that the Mayor's Office and the Hospital will shortly be in contact with the Daycare officials. They will present all details of the proposal and solicit any and all input.

Mr. Ryerson reported that he is in favor of the proposal. He stated that it is beneficial to separate the older youths at the basketball facility from the younger children at the playground. He further stated that the proposed playground would provide a larger field area for

playing ball.

The committee decided to meet again when further details are available from the talks between the City, Danbury Hospital and the Interfaith Daycare Center. We also recommend sending this proposal to the Planning Commission.

Respectfully submitted,

  
\_\_\_\_\_  
JOSEPH DaSILVA, Chairman

  
\_\_\_\_\_  
STANFORD SMITH

  
\_\_\_\_\_  
ARTHUR REGAN

(m) Properly sorted and recyclable household materials may be disposed of with similar materials disposed of by the TPA in such areas as established by the TPA.

(n) Tenant shall pay for the installation and monthly use charges for cable T.V. service to the premises, in the event it is desired.

(o) Window air conditioners may be installed by the Tenant only in locations designated by the TPA and in such capacity appropriate to the current wiring of the house.

(p) Tenant agrees to pay for any repairs necessitated by his failure to maintain adequate heat at all times.

(q) Tenant shall comply with additional rules and regulations which may be established by the Tarrywile Park Authority in order to protect the Carriage House building or other Park users.

(r) Tenant agrees to provide surveillance of the property including the Greenhouse area, Mansion, Orchards, and Gatehouse. Such surveillance shall be done twice each day including at least once before retiring for the evening. Tenant shall make necessary calls for emergencies i.e., police, fire. Tenant shall, when requested, provide basic information to groups or individuals visiting the Mansion area facilities. Tenant shall notify the Tarrywile Park Authority office when they are to take an extended absence. The above services have been taken into consideration in determining the rental being charged.



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May 5, 1991

The Common Council  
Danbury City Hall  
155 Deer Hill Avenue  
Danbury, CT 06810

Dear Council Members:

With regard to the proposed lease for the Carriage House, please include the following item (r) as an additional item in the Carriage House Lease Addendum Item 5(r) on Page 4:

- (r) Tenant agrees to provide surveillance of the property including the Greenhouse area, Mansion, Orchards, and Gatehouse. Such surveillance shall be done twice each day including at least once before retiring for the evening. Tenant shall make necessary calls for emergencies i.e., police, fire. Tenant shall, when requested, provide basic information to groups or individuals visiting the Mansion area facilities. Tenant shall notify the Tarrywile Park Authority office when they are to take an extended absence. The above services have been taken into consideration in determining the rental being charged.

This item is the result of further consultation with Corporation Counsel and review of the previous municipal employee's lease for the premises.

Very truly yours,

Robert Woodside  
Director

cc: The Honorable Mayor Eriquez  
R. Gottschalk, Corporation Counsel

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Tarrywile Park Authority • 70 Southern Blvd.



Danbury, Connecticut 06810 • (203) 744-3130

May 1, 1991

The Common Council  
Danbury City Hall  
155 Deer Hill Avenue  
Danbury, CT 06810

Dear Council Members:

The Tarrywile Park Authority hereby requests your final approval to lease the Carriage House adjacent to Tarrywile Mansion. I believe we are in agreement that residential use of this building is legal, reasonable, and workable.

Enclosed is the proposed lease and procedure to determine tenant which has been amended by the ad hoc Council Committee as follows in **bold** letters:

LEASE PAGE 2 - PARAGRAPH 6

**Tenant will not pay for water or sewer usage as it is provided through the Mansion meter and paid for by the Tarrywile Park Authority.**

ADDENDUM TO LEASE PAGE 4 - ITEM (P)

**Tenant agrees to pay for any repairs necessitated by his failure to maintain adequate heat at all times.**

ADDENDUM TO LEASE PAGE 4 - ITEM (Q)

**Tenant shall comply with additional rules and regulations which may be established by the Tarrywile Park Authority in order to protect the Carriage House building or other Park users.**

PROPOSED TENANT REVIEW COMMITTEE

- **Two** members of the existing Tarrywile Park Authority Building Management Committee;
- **One** member of Common Council as determined by the **Mayor**;
- **One** member of the City Property Review Board as determined by the **Mayor**;
- Tarrywile Park Director or designated representative;
- A Quorum is three members, **no more than two of which may be Authority members or staff.** Decisions will be determined by a majority of all members attending.

May 1, 1991

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I would like to thank Harry Scalzo, Debra Gogliettino, and Art Regan for their detailed review which has significantly improved this lease procedure. The checks and balances have been carefully established to ensure an unbiased selection of tenant within a reasonable time. It is our hope to proceed as soon as possible to determine a tenant and forward the lease to Mayor Eriquez for execution. We are depending on the income to help balance our very strained budget.

We hope to return to you for review of another building rental when our funds are sufficient to make the appropriate repairs. Therefore, the Carriage House lease procedure is a valuable precedent. I appreciate your consideration and look forward to working with you further to help achieve more of Tarrywile's potential. I am confident we're on the right course.

Come for a beautiful spring hike from our newly opened farm parking area off Southern Boulevard opposite Washington Avenue. Have a picnic in the Mansion grounds, perhaps among the fragrant apple blossoms. Consider our reasonable rates when planning a special family or business event. And of course try to stop in the Mansion to say hello to Mary Lee Olivo and I.

Very truly yours,



Robert Woodside  
Director

cc: The Honorable Mayor Eriquez  
R. Gottschalk, Corporation Counsel

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**Proposed Procedure to Determine Tenant for Tarrywile Park Residential Dwellings:**

- The Tarrywile Park Authority staff will post notices and accept applications from City employees for one week;
- Check credit and references of City employee applicants;
- If no approved City employees apply or are accepted, advertise in News-Times for three days or longer as necessary; applications to be received for a minimum of one week.
- Check credit and references of applicants;
- Turn over all applications to Proposed Tenant Review Committee;
- Tenant Review Committee determines evaluation criteria, reviews all applications submitted, and makes recommendation to Tarrywile Park Authority in ranking order of not more than three qualified individuals.
- Tarrywile Park Authority votes to determine tenant from the three ranked applicants.
- Lease is forwarded to Mayor for execution.

**Proposed Tenant Review Committee:**

- Two members of the Tarrywile Park Authority Building Management Committee;
- One member of Common Council as determined by the Mayor;
- One member of the City Property Review Board as determined by the Mayor;
- Tarrywile Park Director or designated representative;
- A Quorum is three members, no more than two of which may be Authority members or staff. Decisions will be determined by a majority of all members attending.

**Proposed Procedure for Determination of Rent**

- The Tarrywile Park Authority staff requests appraisals from two licensed real estate brokers located in the City of Danbury who are familiar with apartment and house rental values.
- The average of the two appraisals determines the proposed rent amount.
- If there are no approved applicants, the rental amount may be reduced a maximum of 15%. Any deviation greater than 15% must be approved by the Common Council.

Hand Deliver

SD

Tarrywile Park Authority • 70 Southern Blvd.



Danbury, Connecticut 06810 • (203) 744-3130

April 17, 1991

Harry Scalzo, Chairman  
Tarrywile Carriage House Ad Hoc Committee  
Danbury Common Council  
155 Deer Hill Avenue  
Danbury, CT 06810

Dear Mr. Scalzo:

At its meeting on April 16, 1991, the Tarrywile Park Authority adopted the following interim master plan goals:

To manage Tarrywile as a 535 acre multi-purpose land and building preserve providing a sustained self-supporting balance of historic preservation, passive recreation, education, wildlife management, watershed protection, scenic views, agriculture and forestry.

To manage the Carriage House as an existing high-quality residence and utilize its garage for Mansion support.

The process of developing a detailed long range master plan will require considerably more research and funding than is currently available. However, the Authority has established Building Management, Land Management, and Special Events Committees. Each has been actively researching issues and developing outline goals to guide us for the short term. It is our hope that within two years these efforts can be dovetailed into a comprehensive Master Plan with the appropriate public hearings input.

We believe the Carriage House rental is a valid existing municipal use as evidenced by Bob Ryerson's rental of same from May 1, 1988 to May 30, 1990. The Planning Commission at its meeting on February 20, 1991, made a favorable recommendation for the proposed lease (see enclosed).

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Harry Scalzo, Chairman  
Tarrywile Carriage House Ad Hoc Committee  
Page 2

An on-site resident will provide some improved Mansion area security as well as provide important income to help us work toward our self-supporting goal.

After further review I offer the attached lease addenda.

Bob Lovell, Vice Chairman of the Tarrywile Park Authority, and I will be available tonight to answer any further questions or provide additional information.

Very truly yours,



Robert Woodside  
Director

RW:mlo

Enclosures

cc: Debra Gogliettino  
Arthur Regan  
The Honorable Mayor Gene F. Eriquez  
Tarrywile Park Authority  
Corporation Counsel  
Dennis Elpern



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

PLANNING COMMISSION  
(203) 797-4525

February 27, 1991

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

Re: 8-24 Referral - Lease of Carriage House at Tarrywile  
Park

Dear Council Members:

The Planning Commission at its meeting February 20, 1991 motioned a positive recommendation for the lease of the Carriage House at Tarrywile Park for the reason that the commission feels that the Common Council and the Tarrywile Lake Authority should take the necessary steps as it is their jurisdiction.

The motion was made by Mr. Elder, seconded by Mr. Zaleta and passed with "ayes" from Commissioners Elder, Zaleta, and Hyman. Commissioner Sibbitt voted "nay".

Sincerely yours,

*Joseph Justino*  
Joseph Justino  
Chairman

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Carriage House Lease Addenda

Page 2 - Paragraph 6

Tenant will not pay for water or sewer usage as it is provided through the Mansion meter and paid for by the Tarrywile Park Authority.

Addendum to Lease Page 4 - Item (p)

Tenant agrees to pay for any repairs necessitated by his failure to maintain adequate heat at all times.

Addendum to Lease Page 4 - Item (q)

Tenant shall comply with additional rules and regulations which may be established by the Tarrywile Park Authority in order to protect the Carriage House building or other Park users.

SO

# THIS LEASE,

Made by this agreement between

CITY OF DANBURY, a municipal corporation located in Fairfield County and organized and existing by virtue of the laws of the State of Connecticut, acting herein by Gene Enriquez, its Mayor, hereunto duly authorized, hereinafter designated as the

LANDLORD and

TENANT, WITNESSETH:

Whenever used herein, the singular number shall include the plural, and plural the singular, and the use of any gender shall be applicable to all genders.

The Landlord does hereby lease to the Tenant and the Tenant does hereby hire from the Landlord

A certain single family dwelling, more particularly known as the "Carriage House", so-called, at Tarrywile Park in Danbury, Connecticut, and more particularly shown on the sketch attached hereto as Exhibit A and designated thereon as "Garage and Apartment."

for the term

for the term rent of  
payable as follows:

And the said Landlord covenants with the said Tenant that he has good right to lease said Premises in manner aforesaid, and that Landlord will suffer and permit said Tenant (he keeping all the Covenants on his part, as hereinafter contained) to occupy, possess and enjoy said premises during the term aforesaid, without hindrance or molestation from Landlord or any person claiming by, from or under Landlord.

And the said Tenant covenants with the said Landlord to hire said premises and to pay the rent therefor as aforesaid, that Tenant will commit no waste, nor suffer the same to be committed thereon, nor injure nor misuse the same; and also that Tenant will not assign this lease nor underlet a part or the whole of said premises, nor make alterations therein, nor use the same for any purpose but that hereinbefore authorized, without written permission from said Landlord but will deliver up the same at the expiration or sooner determination of this tenancy, in as good condition as they are now in, ordinary wear, fire and other unavoidable casualties excepted.

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Provided, however, and it is further agreed that if the said rent shall remain unpaid ten (10) days after the same shall become payable as aforesaid, or if the said Tenant shall assign this Lease, or underlet or otherwise dispose of the whole or any part of said demised premises, or use the same for any purpose but that hereinbefore authorized, or make any alterations therein without consent of the Landlord in writing, or shall commit waste or suffer the same to be committed on said premises, or injure or misuse the same, or shall violate any of the agreements herein by the Tenant to be performed, then this Lease shall thereupon, by virtue of this express stipulation therein, expire and terminate, and the Landlord may, at any time thereafter re-enter said premises, and the same have and possess as of the Landlord's former estate, and without such re-entry, may recover possession thereof in the manner prescribed by the statute relating to summary process; it being understood that no demand for rent, and no re-entry for condition broken, as at common law, shall be necessary to enable the Landlord to recover such possession pursuant to said statute relating to summary process, but that all right to any such demand, or any such re-entry is hereby expressly waived by the said Tenant.

And it is further agreed between the parties hereto, that whenever this Lease shall terminate either by lapse of time or by virtue of any of the express stipulations therein, the said Tenant hereby waives all right to any notice to quit possession, as prescribed by the statute relating to summary process, as well as any right to a trial by jury.

And it is further agreed that in case the said Tenant shall, with the written consent of the said Landlord endorsed hereon, or on the duplicate hereof, at any time hold over the said premises, beyond the period above specified as the termination of this Lease, then the said Tenant shall hold said premises upon the same terms, and under the same stipulations and agreements as are in this Instrument contained, and no holding over by said Tenant shall operate to renew this Lease without such written consent of said Landlord.

And it is further agreed between the parties hereto, that the Tenant shall comply with, and conform to all the Laws of the State of Connecticut, and the by-laws, rules and regulations of the City and Town within which the premises hereby leased are situated, relating to Health, Nuisance, Fire, Highways and Sidewalks, so far as the premises hereby leased are, or may be concerned; and to save the Landlord harmless from all fines, penalties and costs for violation of or non-compliance with the same.

And it is further agreed that said premises shall at all times be open to the inspection of the Landlord and his agents and for necessary repairs by either party. Upon reasonable notice, said premises shall also be open to the Landlord and his agents to show for purchase, mortgage or lease.

And it is further agreed that the said Tenant shall pay for all ~~water~~ gas and electricity used and consumed on said leased premises during the term aforesaid, in addition to the rent hereinbefore provided for. Water and sewer usage is provided through the Mansion meter and paid for by the Tarrywile Park Authority.

And it is further agreed between the parties to these presents, that in case the building or buildings erected on the premises hereby leased shall be partially damaged by fire or otherwise, the same shall be repaired as speedily as possible at the expense of the said Landlord; that in case the damage shall be so extensive as to render the building or demised premises untenable the rent shall cease until such time as the building shall be put in complete repair; but in the case of the total destruction of the premises, by fire or otherwise, the rent shall be paid up to the time of such destruction and then and from thenceforth this Lease shall cease and come to an end.

And Tenant further covenants and agrees that no refuse or garbage shall be allowed to accumulate or remain in or upon the leased premises.

And it is further agreed that this lease shall cease and terminate at the option of the Landlord if the Tenant shall be adjudicated bankrupt or shall compound Tenant's debts or assign Tenant's estate or effects contained in the leased premises for payment thereof, or if a receiver of the Tenant's property shall be appointed, or if this Lease shall, by operation of law, devolve upon or pass to anyone other than the Tenant, or if an execution shall be levied against the estate of the Tenant contained in leased premises, and shall not be satisfied within seventy-two (72) hours thereof. Upon such termination all future installments of rent and other sums due or to become due hereunder shall immediately become due and payable and acceptance by the Landlord of any sum from other than the Tenant shall not be deemed to be a waiver of any of the Landlord's rights and remedies hereunder.

And it is further agreed that the failure of the Landlord to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that the Landlord may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

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And it is further agreed that this lease contains the entire agreement between the parties and that all representations relating to said premises and to this Lease are included herein.

And Tenant covenants and agrees that this Lease and all the rights of the Tenant herein shall be subordinate to the lien of any bona fide mortgage or mortgages now on or which may hereafter be placed upon the said premises by the Landlord or the successor in title to the Landlord, during the term of this Lease; and said Tenant further covenants and agrees to execute any further instrument or instruments which the Landlord or successor in title to the Landlord may at any time require to subordinate this Lease to the lien of any such mortgage or mortgages, and the Tenant hereby appoints the Landlord or the successor in title to the Landlord the attorney in-fact of the Tenant, irrevocably, to execute and deliver such instruments for and in the name of the Tenant.

The provisions of the Addendum attached hereto are made a part of this Agreement in its entirety.





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5. It is understood and acknowledged by the Tenant herein that the location of these premises within a municipal park may limit to a degree the full, absolute, and quiet enjoyment of the premises by the Tenant and also imposes certain restrictions on Tenant's full use and enjoyment of the premises, all of which were taken into consideration by the Tenant upon entering this Lease. The rental being charged under this Lease also takes into consideration these factors. For the purpose of this Lease the Tarrywile Park Authority (hereinafter referred to as "TPA") shall be the agent of the Landlord for the management of these premises.

As a result of this situation, therefore, the Tenant does hereby specifically agree that:

(a) The Tenant shall have no use of the garage area of the premises, it being understood that the TPA shall have the exclusive and unrestricted use of this portion of the premises for the purpose of storing and/or maintaining, furniture, equipment, and supplies together with any other reasonable use necessary in the furtherance of its activities. It is understood that access to said premises may be required at times other than normal work hours, which may result in noise or other minor interference with the quiet enjoyment of the Tenant herein, and Tenant accepts such inconveniences.

(b) The power used to serve the excepted premises (i.e. the garage area and outside spotlights) is currently connected to the meter serving the Carriage House, the cost of which, by the terms of this Lease, is the responsibility of the Tenant. Such additional costs have been taken into consideration in determining the rental being charged, and Tenant agrees to pay for all charges for utilities as they become due and payable.

(c) The Tenant may utilize the area behind the Carriage House, including the playhouse, as personal space provided such use does not disturb any park activity and that all personal effects of Tenant are kept in neat order and stored in proper locations when not in use.

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(d) From time to time the TPA will rent out the premises surrounding the leased premises and such rental shall have exclusive use of that area of the park. Tenant and their guests shall not in any way compete or interfere in any way with the reasonable use of these premises by that group.

(e) The Tenant herein shall be authorized to park one fully operational automobile (no trucks or vans) in a designated location adjacent to the Carriage House. All other vehicles, including guests and invitees, shall park in a specific parking area designated by the TPA. No vehicle repair shall take place within the park. The paved driveway is a fire zone and may not be blocked at any time.

(f) As the TPA will maintain the grounds, Tenant agrees to ensure that no personal items are left on the grounds which will interfere with this maintenance activity.

(g) No laundry or other items shall be permitted to be hung outside on clotheslines or in the windows of said premises at any time without the express permission of the TPA.

(h) No pets will be permitted on the premises.

(i) No painting or any modification to the exterior or interior of the premises shall be made by the tenant without the express prior written consent of the TPA. There will be no use of nails or screws to hang items or to affix any items to the walls or woodwork of the premises without the express prior written permission of the TPA.

(j) There will be no waterbeds permitted on said premises.

(k) There will be no use of the premises for any home occupation, commercial or other activity which would result in excessive visitors to said premises.

(l) The Tenant herein shall be responsible to maintain the premises and all appliances contained therein. The Landlord herein shall be responsible for all structural repairs to the premises provided that such damage was not caused by the Tenant.

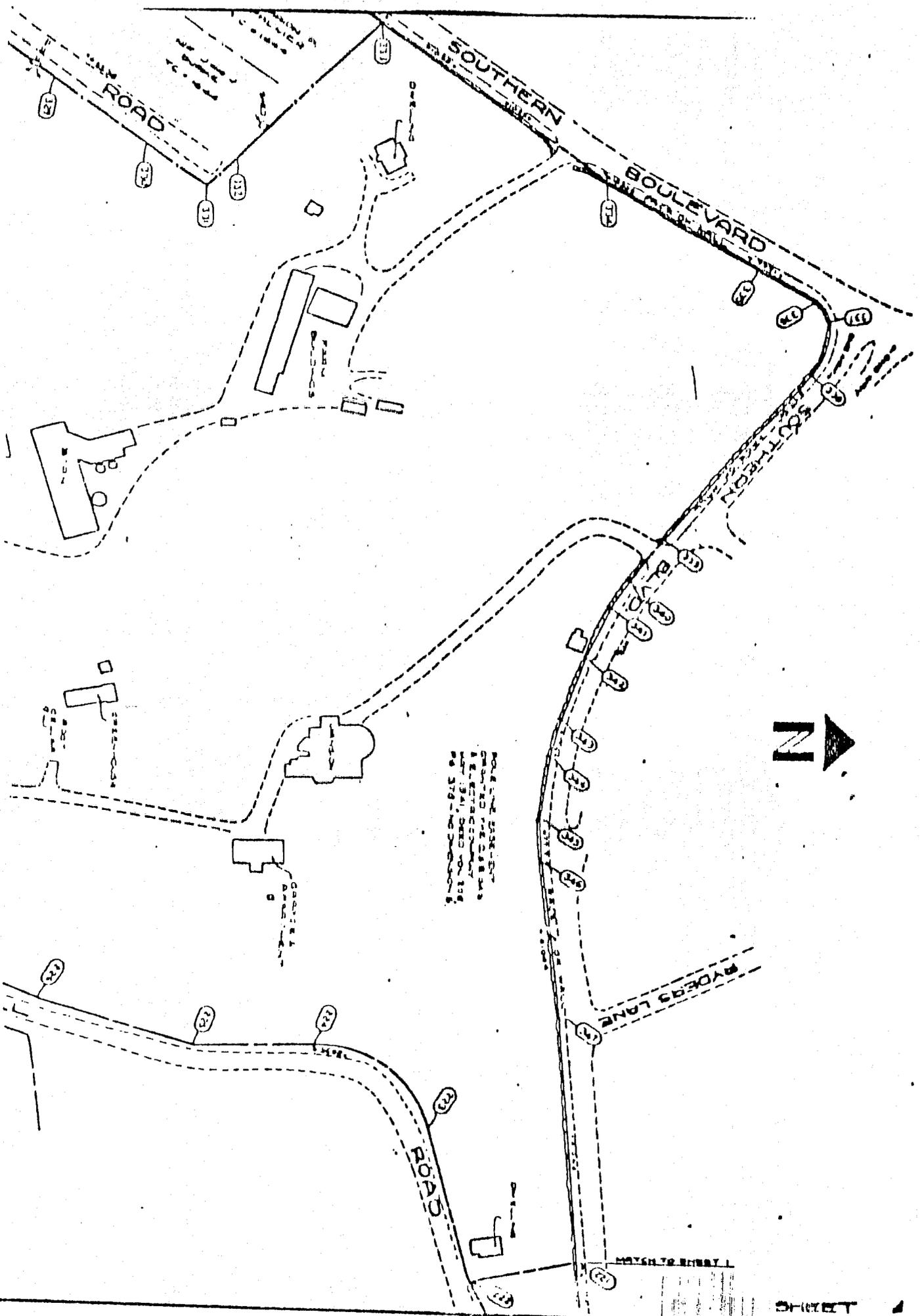
(m) Properly sorted and recyclable household materials may be disposed of with similar materials disposed of by the TPA in such areas as established by the TPA.

(n) Tenant shall pay for the installation and monthly use charges for cable T.V. service to the premises, in the event it is desired.

(o) Window air conditioners may be installed by the Tenant only in locations designated by the TPA and in such capacity appropriate to the current wiring of the house.

(p) Tenant agrees to pay for any repairs necessitated by his failure to maintain adequate heat at all times.

(q) Tenant shall comply with additional rules and regulations which may be established by the Tarrywile Park Authority in order to protect the Carriage House building or other Park users.



POLICE DEPARTMENT,  
1000 SOUTHERN BOULEVARD,  
SCOTTSBORO, MISSISSIPPI,  
38771, DEPT. NO. 100,  
378-1000