

COMMON COUNCIL MEETING

JULY 2, 1991

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

PLEDGE OF ALLEGIANCE

PRAYER

ROLL CALL

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

Present _____ Absent _____

PUBLIC SPEAKING SESSION

CONSENT CALENDAR - The Consent Calendar was presented by

MINUTES - Minutes of the Common Council Meeting held June 4, 1991

✓ 1 COMMUNICATION - Resignation of Dean Esposito from the Fifth Ward
Common Council

✓ 2 ORDINANCES - Fair Rent Commission

✓ 3 RESOLUTION - Social Services Block Grant

✓ 4 RESOLUTION - Grant for Day Care

✓ 5 RESOLUTION - Grant for Emergency Shelter

✓ 6 RESOLUTION - Prevention and Treatment of Substance Abuse and En-
forcement of Drug Laws

✓ 7 RESOLUTION - Food Service Establishment Licensing

✓ 8 RESOLUTION - Property Acquisitions - King Street

✓ 9 COMMUNICATION - Donations to the Library

✓ 10 COMMUNICATION - Donation to the Welfare Department

✓ 11 COMMUNICATION - Donation to the Fire Department

✓ 12 COMMUNICATION - Expansion of Health Club at Danbury War Memorial

✓ 13 COMMUNICATION - Requestion from Aviation Commission to establish
a joint committee

✓ 14 COMMUNICATION - Revision of State and Federal Projects

✓ 15 COMMUNICATION - School Maintenance Agreement

✓ 16 COMMUNICATION - Request for Condemnation of easement on Short and
Lombardi Streets

- ✓17 COMMUNICATION - Request for Temporary Easement - 24 Woodside Avenue

- ✓18 COMMUNICATION - Petition to lease and/or purchase property on Backus Avenue

- ✓19 COMMUNICATION - Request to purchase City land near Bear Mountain Road

- ✓20 COMMUNICATION - Rural Water Co., Inc.

- ✓21 COMMUNICATION - Petition from Residents of Holly Street Extension

- ✓22 COMMUNICATION - Report from Traffic Engineer regarding widening of 59 King Street

- ✓23 COMMUNICATION - Report from Corporation Counsel on Blonski inquiry Wastewater Treatment Plant Capacity

- ✓24 COMMUNICATION - Report from Corporation Counsel on Lease at 20 West Street

- ✓25 COMMUNICATION - Report from Corporation Counsel and Planning Commission regarding Ginsberg Storm Drainage Easement

- ✓26 COMMUNICATION - Report from Corporation Counsel and Planning Commission regarding Donald Fiddelman Subdivision

- 27 COMMUNICATION - Report from City Engineer regarding requested widening of King Street

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

- ✓29 REPORT & ORDINANCE - Amendment to Connecticut Basic Building Code

- ✓30 REPORT & ORDINANCE - Fire Alarm Ordinance

- ✓31 REPORT - SNET Agreement to obtain easement on City Property

- ✓32 REPORT - Uninsured Claim by City Employee

- ✓33 REPORT - Request for Sewer Extension - 73 Padanaram Road

- ✓34 REPORT - Request for Sewer Extension - 32-32½ Padanaram Avenue

- ✓35 REPORT - Request for Sewer and Water Extensions - Danbury Municipal Airport

- ✓36 REPORT - Request for extension of time - DePalma Subdivision

- ✓37 REPORT - Request for Land Swap on Mountainville Avenue

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

* LEASE - Steven M. Olivo (trustee)
 * Resolution - Property Acquisition Belmont Realty Corp.

CONSENT CALENDAR

JULY 2, 1991

- 3 - Approve Social Services Block Grant for \$25,781
- 4 - Approve Grant for Day Center for \$45,000
- 5 - Approve Grant for Emergency Center for 61,000
- 7 - Approve Food Service Establishment Licensing
- 8 - Approve Property Acquisitions on South King Street
- 15 - Approve School Maintenance Agreement
- 20 - Approve modification of conditions of sale of property at 101-103
Lakeview Avenue - Rural Water Co.
- 23 - Approve report from Corporation Counsel on Wastewater Treatment
Plant
- 24 - Approve lease at 20 West Street
- 25 - Approve Easement at 5 Starr Street
- 26 - Approve acceptance of land along Briar Ridge Road
- 29 - Approve amendment of Connecticut Basic Building Code
- 30 - Approve amendment to Fire Alarm Ordinance
- 33 - Approve Sewer Extension at 73 Padanaram Road
- 34 - Approve Sewer Extension at 32-32½ Padanaram Road
- 35 - Approve Sewer and Water Extensions at Danbury Municipal Airport
- 36 - Approve Request for Extension of time for DePalma Subdivision
- 37 - Approve Report denying land swap on Mountainville Avenue

Dean Esposito
15 Lee Avenue
Danbury, CT 06810

June 24, 1991

Mike Seri, Town Clerk
City Hall
Deer Hill Avenue
Danbury, CT 06810

Dear Mr. Seri:

Due to my recent marriage and change of address, I
regretfully will have to resign as the 5th Ward Council
Representative per city ordinance.

Thank you very much.

Sincerely,

A handwritten signature in cursive script, appearing to read "Dean Esposito", written in dark ink.

Dean Esposito

DE/tt

cc: Mayor Gene Eriquez
City Clerk, Elizabeth Crudginton
Council President, Joseph DaSilva



CITY OF DANBURY

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

July 2, 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, CT 06810

Re: Ordinance Revisions - Fair Rent Commission

Dear Mayor and Council Members:

Attached you will find proposed ordinance revisions to Article II of City of Danbury Ordinances (Chapter 10, Section 10-31 et seq. - The Fair Rent Commission) as drafted by this office in conjunction with the City's Health and Housing personnel.

The revisions as attached should be deferred to public hearing.

Very truly yours,

Laszlo L. Pinter
Assistant Corporation Counsel

LLP:amt
Enclosures

c: Susan Zaborowski
Fair Housing Officer

Paul Schierloh
Associate Director for Housing



3

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

Welfare Department
797-4569

June 17, 1991

Joseph DaSilva, President
City of Danbury
Common Council
Danbury, CT 06810

RE: Grant Resolutions

Dear Mr. President:

I am requesting that the Common Council review and adopt three resolutions that will allow the Welfare Department to apply for funding from the State Department of Human Resources.

These resolutions are for the October 1, 1991 - September 30, 1992 funding period. These grants are ones that we have received in the past. DHR personnel are advising grantees that the funding amounts will most likely remain the same or be slightly decreased. The exact amounts that will be allocated to each grantee will not be known until late August, early Septmeber.

The three grants are as follows:

- SSBG-9 Social Service Block grant \$25,781.00. The Welfare Dept. has been funded for the provision of Counseling Services. The City is reimbursed for a certain percentage of their time spent counseling.
- 034-ESS 05 Day Center \$45,000.00. This grant funds most of the operating and program costs of the Day Center for the homeless.
- 034-ESS 04 Emergency Shelter \$61,000.00. This grant funds the salary of the service coordinator, support staff for the morning hours and the utility and telephone costs for the Emergency Shelter.

The adopted resolution for each of these grants is needed so that when the request for proposals comes from DHR we will be prepared to apply.

Thanking you for your continued support and cooperation.

Sincerely,

Deborah MacKenzie
Director of Welfare

cc: Dominic Setaro, Director of Finance
Eric Gottschalk, Acting Corporation Counsel

DM:bbc



RECYCLED
PAPER



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

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

WHEREAS, the State of Connecticut Department of Human Resources has made Social Service Block Grant funds available from October 1, 1991 through October 31, 1992; and

WHEREAS, these funds are utilized by the City of Danbury Department of Welfare for Counseling Services; and

WHEREAS, these funds offset a percentage of the cost of salaries for the four caseworkers in the City of Danbury Department of Welfare;

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

1. That it is cognizant of the conditions and prerequisites for State assistance imposed by Chapter 133 and 300a of the Connecticut General Statutes.
2. That it recognizes the responsibility for the provision of local grants-in-aid to the extent that they are necessary and required for said program.
3. That the filing of an application by the City of Danbury Department of Welfare covering the period of October 1, 1991 through September 30, 1992 for a grant in the amount of \$25,781.00 or such other amount as is offered is hereby approved and that Gene F. Eriquez, Mayor of the City of Danbury, is hereby authorized and directed to execute and file such application with the Commissioner of Human Resources, to provide such additional information as the Commissioner may request, to execute a Grant Action Request with the State of Connecticut for State financial assistance if such an agreement is offered, and to execute any amendments, recisions and revisions thereto, as the authorized representative of the City of Danbury.



4

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

Welfare Department
797-4569

June 17, 1991

Joseph DaSilva, President
City of Danbury
Common Council
Danbury, CT 06810

RE: Grant Resolutions

Dear Mr. President:

I am requesting that the Common Council review and adopt three resolutions that will allow the Welfare Department to apply for funding from the State Department of Human Resources.

These resolutions are for the October 1, 1991 - September 30, 1992 funding period. These grants are ones that we have received in the past. DHR personnel are advising grantees that the funding amounts will most likely remain the same or be slightly decreased. The exact amounts that will be allocated to each grantee will not be known until late August, early Septmeber.

The three grants are as follows:

- SSBG-9 Social Service Block grant \$25,781.00. The Welfare Dept. has been funded for the provision of Counseling Services. The City is reimbursed for a certain percentage of their time spent counseling.
- 034-ESS 05 Day Center \$45,000.00. This grant funds most of the operating and program costs of the Day Center for the homeless.
- 034-ESS 04 Emergency Shelter \$61,000.00. This grant funds the salary of the service coordinator, support staff for the morning hours and the utility and telephone costs for the Emergency Shelter.

The adopted resolution for each of these grants is needed so that when the request for proposals comes from DHR we will be prepared to apply.

Thanking you for your continued support and cooperation.

Sincerely,

Deborah MacKenzie
Director of Welfare

cc: Dominic Setaro, Director of Finance
Eric Gottschalk, Acting Corporation Counsel

DM:bbc



4

RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:



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

WHEREAS, it is desirable and in the public interest that the City of Danbury Department of Welfare make application to the State in such amounts as may be made available for undertaking the management and operation of the Day Center for the Homeless; and

WHEREAS, the State Department of Human Resources has previously provided The Salvation Army in the City of Danbury with \$45,000.00 annually towards the costs of operating the Day Center for the Homeless; and

WHEREAS, the City of Danbury Department of Welfare wishes to obtain a grant to cover the costs of continuing said program in said amount;

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

1. That it is cognizant of the conditions and prerequisites for State assistance imposed by Chapter 133 and 300a of the Connecticut General Statutes.
2. That it recognizes the responsibility for the provision of local grants-in-aid to the extent that they are necessary and required for said program.
3. That the filing of an application by the City of Danbury Department of Welfare covering the period of October 1, 1991 through September 30, 1992 for a grant in the amount of \$45,000.00 or such other amount as is offered is hereby approved and that Gene F. Eriquez, Mayor of the City of Danbury, is hereby authorized and directed to execute and file such application with the Commissioner of Human Resources, to provide such additional information as the Commissioner may request, to execute a Grant Action Request with the State of Connecticut for State financial assistance if such an agreement is offered, and to execute any amendments, recisions and revisions thereto, as the authorized representative of the City of Danbury.



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

Welfare Department
797-4569

June 17, 1991

Joseph DaSilva, President
City of Danbury
Common Council
Danbury, CT 06810

RE: Grant Resolutions

Dear Mr. President:

I am requesting that the Common Council review and adopt three resolutions that will allow the Welfare Department to apply for funding from the State Department of Human Resources.

These resolutions are for the October 1, 1991 - September 30, 1992 funding period. These grants are ones that we have received in the past. DHR personnel are advising grantees that the funding amounts will most likely remain the same or be slightly decreased. The exact amounts that will be allocated to each grantee will not be known until late August, early September.

The three grants are as follows:

- | | |
|------------|---|
| SSBG-9 | Social Service Block grant \$25,781.00. The Welfare Dept. has been funded for the provision of Counseling Services. The City is reimbursed for a certain percentage of their time spent counseling. |
| 034-ESS 05 | Day Center \$45,000.00. This grant funds most of the operating and program costs of the Day Center for the homeless. |
| 034-ESS 04 | Emergency Shelter \$61,000.00. This grant funds the salary of the service coordinator, support staff for the morning hours and the utility and telephone costs for the Emergency Shelter. |

The adopted resolution for each of these grants is needed so that when the request for proposals comes from DHR we will be prepared to apply.

Thanking you for your continued support and cooperation.

Sincerely,

Deborah MacKenzie
Director of Welfare

cc: Dominic Setaro, Director of Finance
Eric Gottschalk, Acting Corporation Counsel

DM:bbc



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:



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

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

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

1. That it is cognizant of the conditions and prerequisites for State assistance imposed by Chapters 133 and 300a of the Connecticut General Statutes.

2. That it recognizes the responsibility for the provision of local Grants-in-Aid to the extent that they are necessary and required for said program.

3. That the filing of an application by the Danbury Department of Welfare covering the period of October 1, 1991 through September 30, 1992 for a grant in the amount of \$61,000.00 or such other amount as is offered is hereby approved and that the Director of Welfare of the City of Danbury is hereby authorized and directed to execute and file such application with the Commissioner of Human Resources, to provide such additional information as the Commissioner may request, to execute a Grant Action Request with the State of Connecticut for State financial assistance if such an agreement is offered, and to execute any amendments, recisions and revisions thereto, as the authorized representative of the City of Danbury.



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ
MAYOR

(203) 797-4511

July 2, 1991

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members:

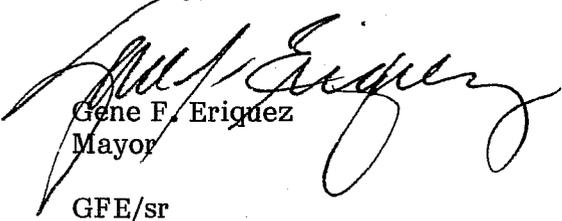
Attached is a resolution which allows the City of Danbury to accept the State Drug Grant of \$734,797 which is maximum amount that will be allocated to Danbury as the State's 8th largest entitlement City.

Through the efforts of my office and those of our State Legislators, Danbury will continue to receive its portion of the larger amount of funds entitlement cities are awarded.

These funds will be allocated to law enforcement efforts through the Tactical Narcotics Team and other measures, provide educational programs for drug prevention and community awareness, and continue crime prevention activities and neighborhood reclamation programs.

Thank you for your prompt consideration of this item.

Sincerely,


Gene F. Enriquez
Mayor

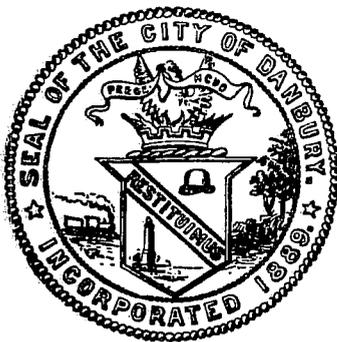
GFE/sr

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 made application to the State of Connecticut for grant funding pursuant to Public Act 89-390, an Act Concerning Prevention and Treatment of Substance Abuse and Enforcement of Drug laws; and

WHEREAS, the State of Connecticut has approved said application and offered the City of Danbury a grant in the amount of \$734,797.00; and

WHEREAS, \$293,919.00 of this grant is to be designated for drug education, the amount of \$367,398.00 is to be designated for law enforcement and \$73,480.00 for crime prevention programs; and

WHEREAS, the acceptance of said grant is in the best interests of the City of Danbury;

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 accept said grant on behalf of the City of Danbury subject to the terms and conditions established in connection with said grant by the State of Connecticut; and

BE IT FURTHER RESOLVED THAT Mayor Gene F. Eriquez be and hereby is authorized to take any additional action necessary to effectuate the purposes hereof.



CITY OF DANBURY

DANBURY, CONNECTICUT 06810

(203) 797-4625

HEALTH AND HOUSING DEPARTMENT
20 WEST STREET

June 19, 1991

Honorable Mayor Gene F. Eriquez
Honorable Members Danbury Common Council
155 Deer Hill Avenue
Danbury, CT 06820

Dear Mayor Eriquez and Common Council Members:

Section 8A-6, Danbury Code of Ordinances requires that the Director of Health establish an annual schedule of food service fees, subject to the approval and adoption by resolution of the Danbury Common Council. The attached proposed resolution will continue, without change, the current annual schedule of food service fees into 1991-1992. Moreover, it is worded so that this schedule of fees can continue into future fiscal years unless amended in accordance with the provision of Section 8A-6.

Thank you for your attention in this matter.

Sincerely,

William Campbell
Director of Health

WC/kg
enc.



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 enacted a Food Service Establishment ordinance designated as Chapter 8A of the Danbury Code of Ordinances, and

WHEREAS, Section 8A-6 of said ordinance provides for the establishment of an annual schedule of fees to be collected to defray the expense of Food Service Establishment Licensing,

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

The Director of Health is hereby authorized and empowered to impose the following fees for all licenses issued from July 1 through June 30 of each fiscal year.

1. All Food Service Establishments, except food stores and markets, having a seating capacity of from zero to seventy-four (74) seats shall pay an annual fee of forty dollars (\$40.00).

2. All Food Service Establishments, except food stores and markets, having a seating capacity of seventy-five (75) or more seats shall pay an annual fee of seventy-five dollars (\$75.00).

3. All food stores and markets shall pay an annual fee of twenty-five dollars (\$25.00).

4. Any Food Service Establishment which fails to renew its license in accordance with the provisions of Section 8A-7 of the Danbury Code of Ordinances prior to August 1 of the applicable fiscal year shall be subject to a late payment fee of twenty-five dollars (\$25.00).

5. The fees established in paragraphs 1 through 3 hereof are intended, in part, to defray the costs associated with routine periodic inspections of Food Service Establishments. All such establishments requiring additional inspections due to the existence of conditions, observed during routine inspections, which require correction and therefore reinspection, shall pay a fee of fifty dollars (\$50.00) per reinspection.

6. Any plan review and inspection required pursuant to Sections 8A-2 and 8A-3 of the Danbury Code of Ordinances in connection with the construction, alteration or remodeling of Food Service Establishments shall be performed by the Director of Health or his designee upon payment of a fee of seventy-five dollars (\$75.00).

7. All Food Service Establishments requiring more than one preoperational inspection pursuant to Section 8A-3 of the Danbury Code of Ordinances due to the existence of conditions observed during the first preoperational inspection which require correction and therefore reinspection, shall pay a fee of fifty dollars (\$50.00) per reinspection.

8. Any temporary Food Service Establishment may obtain a license for its operations pursuant to Section 8A-8 of the Danbury Code of Ordinances upon payment of a twenty dollar (\$20.00) license fee.



8

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

June 19, 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 Councilmembers:

STORM DRAINAGE EASEMENTS
SOUTH KING STREET

At its June 2, 1987 meeting, the Common Council authorized storm drainage improvements in South King Street.

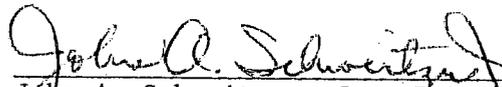
Highway Superintendent Frank Cavagna would like to begin work on this project in the near future.

Two storm drainage easements need to be acquired from Mildred E. Wibling for this work. (The City has already acquired a third drainage easement from Mrs. Wibling.)

We hereby request that the Common Council authorize the Corporation Counsel's office to take whatever actions are necessary to acquire these easements.

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

Very truly yours,


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

JAS/PAE/gw

c: Basil Friscia
Frank Cavagna
Laszlo Pinter, Esquire

8

MILDRED E. WIBLING

SOUTH KING STREET

Easement No. 1

A storm drainage easement measuring 20 feet in width by 20 feet in length located on the east side of South King Street and described as follows: commencing at the northwest corner of said easement which point is 1386 feet more or less south of the intersection of South King Street and Waterbury Lane, thence turning and running through the land of the Grantor N88°26'15"E a distance of 20.00 feet thence S1°33'45"E a distance of 20.00 feet thence S88°26'15"W a distance of 20.00 feet to a point on the easterly street line of South King Street, thence northerly along easterly side of South King Street N1°33'45'W a distance of 20.00 feet to the point or place of beginning, together with rights to drain onto other land of the Grantor.

Easement No. 2

A storm drainage easement measuring 20 feet in width by 115 feet in length located on the east side of South King Street and described as follows: commencing at the southwest corner of said easement which point is 85 feet more or less north of the intersection of South King Street and Waterbury Lane and which point is also the intersection of two stone walls, thence turning and running through the land of the Grantor S72°24'43"E a distance of 115.00 feet, thence N17°35'E a distance of 20.00 feet, thence N72°24'43"W a distance of 115.00 feet to a point on the easterly street line of South King Street, thence southerly along the easterly street line of South King Street S17°35'17"W a distance of 20.00 feet to the point or place of beginning, together with rights to drain onto other land of the Grantor.

For more particular descriptions of Easement No. 1 and Easement No. 2, reference is made to a map entitled "Drainage Easements to be Acquired from Mildred E. Wibling South King Street Danbury, Connecticut May 24, 1989 Roald Haestad, Inc. Waterbury, Connecticut" prepared and certified substantially correct by William S. Andres, P.E./L.S. No. 11665 which is filed as map number 9497 in the Danbury Land Records.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the undertaking of a storm drainage project on South King Street is deemed to be in the best interests of the City of Danbury; and

WHEREAS, the above-referenced project requires that the City of Danbury acquire interests in and real property as hereinafter set forth; and

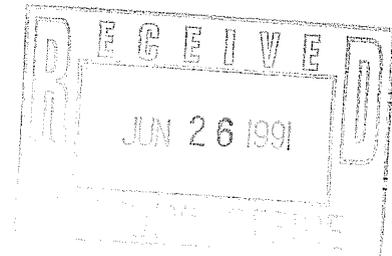
WHEREAS, eminent domain proceedings will be necessary if the City of Danbury cannot agree with the property owners hereinafter named upon the amount, if any, to be paid for the interests of each to be taken in and to the real property as hereinafter set forth;

NOW, THEREFORE, BE IT RESOLVED 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 against the following named property owners, their successors and assigns and their respective mortgage holders and encumbrancers, if any:

Property Acquisition

Drainage easements belonging to Mildred E. Wibling, South King Street, Danbury, Connecticut, as shown on Exhibit A attached hereto.

June 24, 1991



Mayor Gene Eriquez

City Hall

Dear Mayor Eriquez:

With funding from four area corporations, the Danbury Public Library is initiating a cooperative outreach program with the Danbury Department of Elderly Services. Through one-on-one visits, the project will provide Danbury's homebound elderly with library materials and information on community services available to aid the elderly.

Funding received for this project totals \$2,292. The funds need to be credited to the following line-items:

Part-Time Services	02-07-101-011001	\$2,025.00
FICA	02-09-120-070100	154.92
Mileage	02-07-101-021000	112.08

Donors are as follows:

Associated Internists of Danbury, PC
67 Sand Pit Road 06810

Mr. Stanley Noss, The Barden Corp.
PO Box 2449, 200 Park Ave. 06813

Mr. James J. Donahue, Duracell, Inc.
Berkshire Industrial Park, Bethel 06801

Ms. Zelda Jacobs, Perkin-Elmer Corp.
761 Main Ave., Norwalk 06859

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

Sincerely,



Betsy McDonough
Director

cc: D. Setaro
K. Redenz
City Clerk



**DANBURY
PUBLIC
LIBRARY**

170 MAIN STREET

DANBURY, CONNECTICUT 06810

(203) 797-4505

June 24, 1991

Mayor Gene Eriquez

City Hall

Dear Mayor Eriquez:

With funding from four area corporations, the Danbury Public Library is initiating a cooperative outreach program with the Danbury Department of Elderly Services. Through one-on-one visits, the project will provide Danbury's homebound elderly with library materials and information on community services available to aid the elderly.

Funding received for this project totals \$2,292. The funds need to be credited to the following line-items:

Part-Time Services	02-07-101-011001	\$2,025.00
FICA	02-09-120-070100	154.92
Mileage	02-07-101-021000	112.08

Donors are as follows:

Associated Internists of Danbury, PC
67 Sand Pit Road 06810

Mr. Stanley Noss, The Barden Corp.
PO Box 2449, 200 Park Ave. 06813

Mr. James J. Donahue, Duracell, Inc.
Berkshire Industrial Park, Bethel 06801

Ms. Zelda Jacobs, Perkin-Elmer Corp.
761 Main Ave., Norwalk 06859

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

Sincerely,

Betsy McDonough
Director

cc: D. Setaro
K. Redenz
City Clerk



10

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

Welfare Department
797-4569

June 25, 1991

Joseph DaSilva, President
Common Council
City of Danbury
Danbury, CT 06810

RE: Contribution to the Welfare Department

Dear Mr. President:

I am requesting that the Common Council accept a \$500.52 donation on behalf of the Welfare Department.

The donation is being made by Ted Hines, Coach, Western CT State University from the Fernando Fernandes' Memorial Fund.

Please see attached a letter I had sent to the Director of Finance earlier this month that gives the origin of the donation.

Mr. Setaro suggested that once Council approval is obtained that a separate line item be set up in the Welfare budget. He seems to be willing to do so.

Thanking you for your review and hopefully your approval of this request.

Respectfully Submitted,

Deborah MacKenzie
Director of Welfare

Enc./
cc: Dominic Setaro, Director of Finance

DM:bbc



CITY OF DANBURY

DEER II VENUE

DANB CC 5N FICUT 06810

Ted Hines

Welfare Department
797-4569

June 5, 1991

Dominic Setaro
Director of Finance
City of Danbury
Danbury, CT 06810

RE: Contributions

Dear Dom:

Over the past few years, our department has called upon Ted Hines to help us assist people we cannot help or pay for services needed that are not reimbursed by the State.

The assistance he provides comes from "The Fernando 'Fernande's Memorial Fund" which he administers from Westconn.

The process in the past has been that a need is identified, he is called and if he feels this is a need the fund can meet he makes out a check payable to the person or a particular vendor.

The other day Coach Hines changed gears. He dropped off a check at our office for \$500.52 to be used "for those in need." We attempted to explain to Mr. Hines that council approval is necessary before we can accept and or use the donation and that we do not currently have a discretionary fund. We asked that he hold off on giving us any donation, but he was not willing to do that.

This fund has proven to be invaluable in the past. Many emergency situations have been averted. I do not want to have to refuse this money. It is not an appropriate deposit to the public welfare line item as we've assisted people not eligible for General Assistance.

While I realize that these requests are cumbersome the donation is vital. Is it possible that:

- 1.) We cash the check and have a \$500.00 cash discretionary fund?
(This would have to be maintained in your vault as it's not a good idea to have it here.)
- 2.) Have a special checking account for this money or
- 3.) Have a special line item "Contributions" in the department's budget

My other concern is the fact that the fiscal year is almost over and I do not want to lose this money. I've enclosed the check and am preparing to request approval to accept it from the Common Council for the July agenda.



10

If we cannot establish a way to use this money as it has been used in the past, I think that we should return it to Coach Hines and try to convince him to handle the requests as he has in the past.

Please let me know what our options are.

Thanking you for your time and consideration.

Sincerely,



Deborah MacKenzie
Director of Welfare

Enc./
DM:bbc



CITY OF DANBURY
DANBURY, CONNECTICUT 06810

FIRE DEPARTMENT
19 NEW STREET

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

June 26, 1991

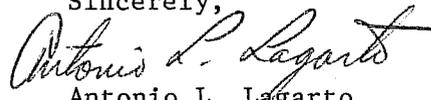
To: Members of the Common Council
From: Antonio L. Lagarto, Fire Chief
Subject: Donation to Fire Department from Davis & Geck

Dear Members of the Common Council:

I have received a check in the amount of \$1,000.00 as a donation from Davis & Geck, a Division of American Cyanamid Company, 1 Casper Street, Danbury. Although American Cyanamid contributions are usually discretionary, they request that this contribution be exclusively used to purchase Hazardous Material Equipment.

I am requesting the acceptance of this donation and that the donation go into our 069500 Account, "Equipment Not Classified" which is the account we use for Hazardous Material equipment.

Thank you for your consideration and acceptance of this donation.

Sincerely,

Antonio L. Lagarto
Fire Chief

ALL:mw
(4)

Attachment

c:Mayor Gene F. Eriquez
D. Setaro, Director of Finance

RECEIVED

JUN 26 1991

DG

DAVIS+GECK

A Division of
American Cyanamid Company
One Casper Street
Danbury, CT 06810
203-743-4451

FIRE DEPT

June 26, 1991

Chief A. Lagarto
Danbury Fire Department
19 New Street
Danbury, CT 06810

Dear Chief Lagarto:

Davis & Geck Division American Cyanamid would be pleased to offer a donation of \$1,000. to the Danbury Fire Department.

Although American Cyanamid contributions are generally discretionary, we would request that this contribution be exclusively used to purchase Hazardous Material Equipment.

We understand that this contribution may need to be submitted to the Common Council for approval, and is so we are willing to answer any questions they may have.

Sincerely,



Robert A. D'Andrea
Personnel Manager

cc: R. E. Butler
C. J. Monti
K. Neumann

105/57

AMERICAN CYANAMID COMPANY

DANBURY, CONN. 06810

Check No. 17436790

02-29

311

OUR NO.	INV. DATE	INV. NO.	GROSS AMT.	CASH DISCT.	NET AMT.
6/26					1,000.00

Donation exclusively for purchase of Hazardous Mat. Equip.

TO THE ORDER OF

Danbury Fire Dept.
9 New Street
Danbury, CT 06810

6/26/91
DATE

AUTHORIZED SIGNATURE

Edward J. ...

AUTHORIZED SIGNATURE - NOT VALID UNLESS COUNTER-SIGNED IF DRAWN FOR MORE THAN \$2,500.00.

MORGAN BANK (DELAWARE)
902 MARKET STREET
WILMINGTON, DE 19801

PAY →

DOLLARS	CENTS
*** 1,000.00	

VOID AFTER 90 DAYS

⑆ 17436790⑆ ⑆ 031100238⑆ 230 23 147⑆

12
Players

GOLD'S GYM®

and Athletic Clubs

38 Mill Plain Rd., Danbury CT 06811 (203) 748-9121
106 Commerce St., Stamford CT 06902 (203) 323-6611
23 Commerce Rd., Newtown CT 06470 (203) 426-8591
260 Route 17K, Newburgh NY 12550 (914) 564-7500
353 Sheafe Rd., Poughkeepsie NY 12601 (914) 462-4500

June 20, 1991

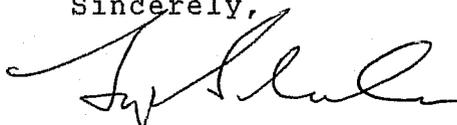
Dear Danbury Common Council Members,

This letter reflects my desire to meet publicly with the Danbury Common Council. The subject of my concern is with the expansion of the health club, in the Danbury War Memorial, which you subsidize.

I would very much request an opportunity to share with the Council members my concerns as a tax-paying businessman and homeowner in Danbury trying to compete against this health club. While I understand the Council is not responsible for managing the War Memorial, my hope is to be able to get some guidance from you regarding this situation. This is of an urgent nature considering the livelihoods of many businesses are being threatened.

Thank you for your consideration.

Sincerely,



Lyle Schuler
Players Gold's Gym
Managing Partner

B

DANBURY AVIATION COMMISSION
Wibling Road
Danbury, Connecticut.

6/15/91

Mr. Joseph DaSilva, President
Common Council of Danbury
City Hall, Danbury, Ct.

Dear Sir;

The Danbury Aviation Commission wishes to negotiate suitable leases for Airport Property with two separate concerns who wish to establish new businesses at Danbury Airport.

As you are well aware from the preliminary discussion which Commissioner John Scarfi, and I had with you, the leasing process requires the preparation of leases which are acceptable to both the Aviation Commission, and the Common Council. In the past, the Aviation Commission has negotiated the lease, and then passed it on to the Common Council for its' consideration.

The foregoing has proven to be a lengthy, slow, and sometimes contradictory process, therefore in an effort to expedite this process, which the Aviation Commission feels will greatly benefit the City, and the prospective lessees, the Aviation Commission wishes to request the establishment of a joint leasing committee composed of Common Council and Aviation Commission members, to develop mutually acceptable leases, as well as to standardize certain aspects.

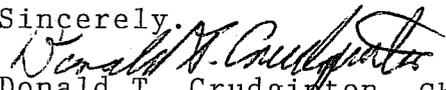
At this time, we are starting negotiations with the following two concerns'

1. Seahorse Aviation, a firm seeking to establish a vintage (World War 2) Aircraft Museum, in the category of a Fixed Base Operator, on five available acres within the Airport perimeter, and;

2. General Mills, a firm seeking to establish two restaurants on a four plus acre parcel, outside the airport perimeter, on Backus Ave.

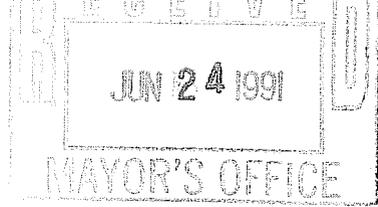
It would appear that the establishment of one joint committee could best deal with both leases. If you are amenable to our request, we would greatly appreciate the expeditious establishment of the committee, so that Joint meetings could start in July.

Thank you, for your anticipated consideration, and cooperation.

Sincerely,

Donald T. Crudginton, Chairman
Danbury Aviation Commission

DANBURY PUBLIC SCHOOLS

Administration Building
1 School Ridge Road
Danbury, Connecticut 06811-5299
(203) 797-4701



Anthony L. Singe Ph.D.
Superintendent of Schools

June 19, 1991

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

Dear Gene:

It has come to my attention that the Board of Education needs to revise our 1990-1991 State and Federal Budget from \$3,052,718 to \$3,537,490. The Board adopted revised financials for both 1990-1991 and 1991-1992 at their June 12 meeting.

Mr. Heidenreich informs me that even though there are some large grants that do not end until September 30 and some grants will have carryover into the 1991-1992 fiscal year, there is a high probability that State and Federal spend, including encumbrances, will exceed the \$3,052,718 level by the end of June. For this reason, I am sending this revision to you. As you know, there is adequate State and Federal revenue to cover expenditures.

Would you please put this item on the earliest Common Council meeting agenda for their approval.

Sincerely,

Anthony L. Singe
Superintendent of Schools

ALS/JDH/bs

CC: D. Setaro
J. Heidenreich

<u>FEDERAL PROGRAMS</u>	<u>ADOPTED</u> <u>1990 - 1991</u>
Chapter I	\$ 652,991
Chapter I Carryover	96,135
EHA PL 94-142	246,309
EHA PL 94-142 Carryover	7,322
Chapter 2	62,010
Chapter 2 Carryover	4,587
Transition Program for Refugee Children	-0-
Title II EESA Math & Science	15,404
Title II EESA Math & Science Carryover	2,845
CACD/Head Start	176,000
Adult Basic Education	-0-
Preschool Incentive (Birth to Three)	-0-
Emergency Immigration	22,041
Emergency Immigration Carryover	11,153
Jobs Training Partnership Act (SYEP)	11,500
Jobs for Connecticut Youth	-0-
JOBS Program (Dept. Income Maint.)	-0-
Carl Perkins (Vocational Education)	80,677
Drug Free Schools	59,012
Drug Free Schools Carryover	7,390
DCYS - Roberts Avenue Afterschool	27,248
Pre-School Handicapped	36,926
Pre-School Handicapped Carryover	4,162
Project Redesign	77,122
Before/After School Program	10,500
Adult Education CAPP Program	2,000
Project Redesign 91	270,589
Chapter I Cap Exp	<u>8,231</u>
TOTAL FEDERAL PROGRAMS	\$ 1,892,154

STATE PROGRAMS

JOBS Training Program	\$ 23,402
PA 481 (Health & Welfare)	367,278
PA 604 Head Start	246,990
PA 604 Head Start Carryover	2,044
Adult Basic Education	37,252
State Services for the Blind	22,086
PA 87-2 Professional Development	13,485
EERA	121,897
CBEA (Bilingual Education)	9,263
Special Friends Program	8,000
PA 89-390 Drug Enforcement	227,122
Drop Out Prevention	20,728
Extended Day Kindergarten	92,958
2% Set Aside	<u>-0-</u>
TOTAL STATE PROGRAMS	\$ 1,192,505

141

<u>OTHER PROGRAMS</u>	<u>ADOPTED</u> <u>1990 - 1991</u>
Birth to Three	\$ 70,488
DECC	89,435
District Facilities	1,545
Indo RC L	11,585
Drug Free 89 C/O	1,766
Adult Education Tuition	39,727
JOBS - EDWAA	20,000
JOBS - Ext II A	12,138
JOBS - CDBG	10,000
Title VI Local	21,952
Adult Education Local	80,321
Head Start Local	60,334
Bilingual Education Local	<u>33,540</u>
TOTAL OTHER PROGRAMS	\$ 452,831
GRAND TOTAL	\$ 3,537,490

Adopted by the Board of Education on June 12, 1991.



15

CITY OF DANBURY

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

PLEASE REPLY TO:

June 17, 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: School Maintenance Agreement

Dear Mayor and Council Members:

On June 6, 1991 I wrote to you concerning an agreement between the City and the Board of Education covering the maintenance of school grounds. Since that letter, the Board has had its meeting and has approved the agreement with one minor language change.

I have enclosed a revise copy of page ten of the agreement which includes the change. The old and new language are shown on a separate attached sheet. The new language has been reviewed by the Director of Parks and Recreation and is acceptable to both of us.

Sincerely,

Eric L. Gottschalk
Acting Corporation Counsel

ELG:r
Enclosures

c: Anthony L. Singe, Ph.D.
Superintendent of Schools

Robert G. Ryerson
Director of Parks and Recreation

5

- I. The CITY shall maintain all playground equipment and play areas in a safe condition. The Director of the Department of Parks and Recreation shall recommend capital expenditures for the school playgrounds and athletic fields as part of the annual budget. In order to insure the proper quality of all playground equipment to be donated to the BOARD, prior to the acceptance of any such donation, the BOARD shall refer the donor to the Director of Parks and Recreation for standards of approved equipment.

- J. The CITY shall line play areas to assist the Physical Education Department prior to special events.

15

- I. The CITY shall maintain all playground equipment and play areas in a safe condition. The Director of the Department of Parks and Recreation shall recommend capital expenditures for the school playgrounds and athletic fields as part of the annual budget. In order to insure the proper quality of all playground equipment to be donated to the BOARD, prior to the acceptance of any such donation, the BOARD shall obtain the written approval thereof from the Director of the Department of Parks and Recreation. REFER THE DONOR TO THE DIRECTOR OF PARKS AND RECREATION FOR STANDARDS OF APPROVED EQUIPMENT.

- J. The CITY shall line play areas to assist the Physical Education Department prior to special events.



15

CITY OF DANBURY

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

PLEASE REPLY TO:

June 6, 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: School Maintenance Agreement

Dear Mayor and Council Members:

The City and the Board of Education entered into an agreement concerning the maintenance of school grounds on June 12, 1986. That agreement ran for a term of five years, expiring on the last day of June of this year.

Officials of the school system and City have now reached agreement on the terms of a new successor agreement, a copy of which is attached for your review. Several changes have been made to the former agreement, relating primarily to the scope and method of providing and paying for the services. Please review this proposal in the usual fashion. Staff members will be available to discuss this matter further with you at your convenience.

Sincerely,

Eric L. Gottschalk
Acting Corporation Counsel

ELG:r

c: Anthony L. Singe, Ph.D.
Superintendent of Schools

Robert G. Ryerson
Director of Parks and Recreation

AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 19____ by and between the Danbury Board of Education, acting herein by _____, its _____ (hereinafter designated as the "BOARD") and the City of Danbury, acting herein by Gene F. Eriquez, Its Mayor, (hereinafter designated as the "CITY").

WHEREAS, pursuant to the Connecticut General Statutes the BOARD is charged with the responsibility to maintain good public elementary and secondary schools within the Danbury School District; and

WHEREAS, the Director of the Department of Parks and Recreation of the CITY currently has responsibility for maintenance of many other municipal facilities; and

WHEREAS, an organized program of maintenance of public elementary and secondary school grounds and recreational fields undertaken by the CITY in cooperation with the BOARD would reduce the cost of maintenance of said facilities;

NOW, THEREFORE, the parties hereto do agree to a transfer of maintenance responsibilities in accordance with the further provisions hereof.

WITNESSETH:

ARTICLE I.

OBLIGATIONS OF THE CITY:

A. It is hereby agreed that the CITY shall provide sufficient equipment and personnel to perform regular maintenance and repair work with respect to various school grounds and recreational facilities currently within the custody and control of the BOARD, as provided for in Exhibit A attached hereto and made a part hereof.

B. Commencing with the budget preparation for the fiscal year beginning July 1, 1991 and every year thereafter during the term hereof the Director of the Department of Parks and Recreation shall recommend to the BOARD a maintenance budget specifying the costs of labor, equipment, supplies and privately provided contractual services needed to perform maintenance and repair of grounds and facilities covered by this Agreement. Said recommended budget shall be submitted to the BOARD on or before December 15 in the year immediately

preceding the fiscal year to which it applies. On or before January 15 of each such year the BOARD shall respond to the Director of the Department of Parks and Recreation specifying what, if any, changes should be made to the recommended budget or to Exhibit A. Thereafter, the Director of the Department of Parks and Recreation shall, in accordance with the Danbury Municipal Charter, submit to the Mayor a budget approved by the BOARD which the Director deems appropriate for the upcoming fiscal year. Subsequent review and adoption of said budget shall be accomplished in accordance with the terms of the Danbury Municipal Charter. All personnel performing maintenance and repair work pursuant to the terms hereof shall be under the supervision and direction and shall be evaluated by the Director of the Department of Parks and Recreation of the CITY who shall be responsible for determining how and when work assignments shall be performed, as well as for determining their efficiency and acceptability.

C. The BOARD shall not be liable for any cost or project above or beyond those described in Exhibit A and the budget approved by the BOARD and the CITY unless the BOARD agrees in writing to pay one half of the amount necessary to complete any such additional project. The CITY shall not be required to perform any project above or beyond the budget and the projects described in Exhibit A.

D. In the event of added expenses resulting from collective bargaining completed after BOARD approval of the budget or resulting from other circumstances which were not foreseeable at the time the BOARD and the CITY approved the budget, or in the event that following Common Council consideration of the budget the BOARD elects to reduce to total funding available to complete the work to be performed hereunder, the parties shall meet and shall modify the work to be performed by reducing it to a level attainable within the available funding. Notwithstanding any provision hereof to the contrary, at no time following Common Council deliberation on the budget may the BOARD refuse to allocate sufficient funds to pay its share of any privately provided contractual services described in subsection B4 of Article II hereof or of any personnel costs and fringe benefits associated with the employment of maintenance personnel described in subsection B1 of Article II hereof. It is however understood that the number of Park Maintainer positions and any privately provided contractual services shall have been approved by the BOARD and the CITY pursuant to section B of Article I hereof prior to submission of the budget to the Mayor.

5

ARTICLE II.

OBLIGATIONS OF THE BOARD.

The BOARD shall:

A. Provide access to and permit the use of a maintenance garage located on the northeast side of Danbury High School by the Director of the Department of Parks and Recreation. Notwithstanding the provisions of the preceding sentence, the BOARD shall retain custody and control of that portion of the maintenance garage currently used for storage of athletic equipment and separated from the main garage area by screening.

B. For the fiscal year commencing on July 1, 1991 and for each fiscal year thereafter during the term hereof, in accordance with the provisions of Article I above:

1. Reimburse the CITY annually for fifty percent (50%) of all payroll costs and fringe benefits incurred for eight (8) Park Maintainer positions or for such other number of Park Maintainer positions as is required to fulfill the terms of this Agreement, provided that if the number of positions is reduced, any consequential costs of layoffs shall be borne equally by the parties and shall be so allocated in the budget process set forth in Article I above.

2. Reimburse the CITY for all payroll costs and fringe benefits incurred by the CITY as the result of the CITY's obligation to provide maintenance personnel at interscholastic athletic events.

3. Pay to the CITY fifty percent (50%) of all costs established pursuant to Article I hereof and incurred by the CITY to repair and replace equipment and purchase supplies for ground maintenance, as well as to purchase materials and repair athletic fields and other school grounds.

4. Pay to the CITY fifty percent (50%) of all costs established pursuant to Article I hereof and incurred by the CITY in connection with privately provided contractual services relating to completion of the work to be performed hereunder, if any.

The costs of paragraphs B(1)-(4) above shall be billed to the BOARD periodically, but not more often than monthly. Payroll rates and fringe benefit costs paid shall be conclusively established by the Comptroller/Director of Finance of the CITY. Reimbursements to the CITY required pursuant to the provisions of Article II hereof shall be made within thirty (30) days of billing.

ARTICLE III.

TERM. The term of this contract shall commence upon its execution by the parties hereto and shall expire on June 30, 1996 unless sooner terminated in accordance with the provisions of Article IV hereof.

ARTICLE IV.

TERMINATION. This contract may be terminated by either party upon commencement of any new fiscal year during its term provided that the terminating party gives written notice thereof to the other party not later than ninety (90) days prior to the commencement of said fiscal year.

ARTICLE V.

NOTICE OF ATHLETIC EVENTS. As soon as possible following the commencement of each fiscal year, the BOARD shall provide the Director of the Department of Parks and Recreation with a schedule of anticipated interscholastic athletic events requiring specific field preparation by the CITY. The BOARD shall give the CITY at least thirty (30) days notice of any interscholastic athletic event requiring specific field preparation. The provisions of the preceding sentence notwithstanding, the CITY shall perform specific field preparation prior to an interscholastic athletic event if the failure to provide the required notice of said event to the CITY is due to a cancellation, or to causes beyond the control of the BOARD. In any such case the BOARD shall notify the Director of the Department of Parks and Recreation, or his designee, not less than twenty-four (24) hours prior to the event, or if an event is rescheduled less than twenty-four hours following cancellation, then the BOARD shall notify the CITY not less than five (5) hours before the rescheduled event is to take place. In addition to performing specific maintenance tasks as described in Exhibit A, the CITY shall provide such number of maintenance personnel as deemed necessary by the Director of the Department of Parks and Recreation after consultation with the BOARD provided that specific BOARD approval must be obtained as to any service which would result in costs exceeding the amount approved by the BOARD for the year pursuant to Article I. Said personnel shall be in attendance at all interscholastic athletic events.

15

ARTICLE VI.

ARBITRATION. All claims, demands or disputes that may arise between the CITY and the BOARD under this Agreement shall be submitted to and determined and settled by arbitration, in the manner hereinafter set forth, provided, however, that neither party may exercise its right to arbitration of any such claim, demand or dispute unless and until the other party has been given written notice of said claim, demand or dispute and a period of sixty (60) days has elapsed without resolution of said claim, demand or dispute by the parties. Subject to the preceding sentence, arbitration shall be initiated and shall proceed as follows:

A party desiring arbitration shall send written notice to the other party. Within ten (10) days from receipt of notice, each party shall give written notice to the other identifying a representative to serve on an arbitration panel to decide the dispute. Within seven (7) days of their appointment, these two representatives shall appoint in writing a third arbitrator acceptable to both of them. The three arbitrators shall hear the dispute and render an award by majority rule within sixty (60) days of the appointment of the third arbitrator. The fees of the third arbitrator and expenses of the arbitration shall be borne equally by the parties. The award of the arbitrators as to any issue submitted shall be binding upon the parties hereto and the judgment may be entered thereon in any court having jurisdiction. The decision of the arbitrators shall be a condition precedent to the right of any legal action. If the applicable statute of limitations would bar the institution of any legal or equitable proceedings based on a claim or dispute under this Agreement, neither party shall have the right to seek arbitration of such claim or dispute under this paragraph.

ARTICLE VII.

NOTICES. Except as otherwise indicated, any notice required or provided for herein shall be effective if mailed by certified or registered mail, return receipt requested, or delivered to the other party hereto at the address specified below. The delivery at the address named below, or the depositing in a postpaid wrapper directed to the said address, in the post office box regularly maintained by the Post Office Department, of any notice, letter or other communication to the other party hereto shall be deemed sufficient service thereof upon the said party, and the date of said service shall be the date of such delivery or mailing. The address of either party may be changed at any time by an instrument in writing, executed and acknowledged by said party and delivered to the other. Nothing herein contained shall be deemed to preclude or

15

render inoperative the service of any notice, letter or other communication upon a party personally, through its authorized representative.

Address of the CITY: Office of the Mayor
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Address of the BOARD: Office of the Superintendent of Schools
School Administration Building
Mill Ridge
Danbury, CT 06811

ARTICLE VIII.

VALIDITY. In the event that any portion of this Agreement shall be adjudicated to be invalid, illegal or contrary to public policy, such adjudication shall not affect any of the other provisions of this Agreement, which other such provisions shall remain in full force and effect, unless the provisions so adjudicated are so essential to the Agreement that continued performance of the Agreement is rendered impossible in their absence.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first above written.

Signed, sealed and delivered in the presence of:

CITY OF DANBURY

By: _____
Gene F. Eriquez, its Mayor

DANBURY BOARD OF EDUCATION

By: _____

15

EXHIBIT A

WORK TO BE PERFORMED BY THE CITY

I. Routine Maintenance of Athletic Fields. Routine maintenance of athletic fields at those schools listed in Exhibit B shall include the following:

A. Mowing and Cleanup

1. Maintain all lawns to a height of one and one-half to two inches and remove all debris, sticks, stones and clippings.
2. Weather permitting, mowing shall be performed not less than once per week during the growing season.

B. Aeration and Scarification

1. Aerate and scarify all interscholastic athletic fields at least three times per year between April and October.
2. Aerate and scarify all elementary school athletic fields at least twice during each year between April and October.

C. Fertilization

1. Fertilize all athletic fields twice per year.

D. Seeding, Topdressing, Mulching

1. Perform seeding twice per year; once between April 1 and June 1, and once between August 15 and October 15.
2. Topdressing and mulching performed as deemed necessary by the Director of the Department of Parks and Recreation.

II. Special Maintenance Prior to Athletic Events. Before each interscholastic event the CITY shall, if necessary, perform the following maintenance and repair tasks:

A. Baseball and Softball Fields

1. Scarify existing skinned areas.
2. Restore sides of all skinned areas.
3. Fill skinned areas to a finished grade with a three-to-one clear sand to loam mixture.
4. Line fields prior to interscholastic athletic events.

B. Football, Soccer and Field Hockey Fields

1. Aerate and seed as required.
2. Place lines where appropriate prior to interscholastic athletic events.

C. Track and Field

1. Maintain new all-weather track and accessory event areas used for track and field in a satisfactory condition for all interscholastic athletic events.

III. Routine Maintenance of Exterior School Grounds. The CITY shall perform the following routine maintenance of all exterior school grounds at schools listed in Exhibit B:

- A. The CITY shall maintain all lawns to a height of between one and one-half to two inches.
- B. The CITY shall aerate exterior grounds at least three times in each year between April and October.
- C. The CITY shall fertilize exterior grounds twice annually.
- D. The CITY shall seed exterior grounds twice during each year, once between April 1 and June 1 and once between August 15 and October 15.
- E. Topdressing shall be performed by the CITY as deemed necessary by the Director of the Department of Parks and Recreation.
- F. The CITY shall maintain shrubs on exterior school grounds.
- G. Each fall the CITY shall clear school grounds of all sticks, leaves and other debris.
- H. The CITY shall clear snow from the Danbury High School garage access road as well as from the Danbury High School front walkway and gymnasium entrance.

KS

- I. The CITY shall maintain all playground equipment and play areas in a safe condition. The Director of the Department of Parks and Recreation shall recommend capital expenditures for the school playgrounds and athletic fields as part of the annual budget. In order to insure the proper quality of all playground equipment to be donated to the BOARD, prior to the acceptance of any such donation, the BOARD shall obtain the written approval thereof from the Director of the Department of Parks and Recreation.

- J. The CITY shall line play areas to assist the Physical Education Department prior to special events.

EXHIBIT B

SCHOOLS AND BUILDINGS TO BE MAINTAINED

Roberts Avenue School
Stadley Rough School
King Street Schools - Primary and Intermediate
Mill Ridge Schools - Primary and Intermediate
Hayestown School
Morris Street School
Park Avenue School
South Street School
Great Plain School
Shelter Rock School
Broadview Junior High School
Danbury High School
Rogers Park Junior High School
Alternate High School
Beaver Brook School
Educational Service Center - Osborne Street
Pembroke School
Early Childhood Center

SCHEDULE A

All those certain pieces or parcel of land shown and designated as "Lombardi Street" and "Short Street" on that certain map entitled "Map of Belmont Terrace owned by Belmont Realty Co. Providence Rhode Island" and filed July 5, 1929 as Map No. 327A on the Danbury Land Records.

110

COHEN AND WOLF, P. C.
ATTORNEYS AT LAW

AUSTIN K. WOLF
MARTIN F. WOLF
ROBERT J. ASHKINS
STUART A. EPSTEIN
RICHARD L. ALBRECHT
JONATHAN S. BOWMAN
IRVING J. KERN
MARTIN J. ALBERT
STEWART I. EDELSTEIN
NEIL R. MARCUS
RICHARD A. KRANTZ
DAVID L. GROGINS
ROBERT B. ADELMAN
MICHAEL S. ROSTEN
GRETA E. SOLOMON
JORAM HIRSCH
PAUL B. EDELBERG
ROBIN A. KAHN
RICHARD G. KENT
RICHARD L. NEWMAN

RICHARD SLAVIN
FREDERICK S. GOLD
STEPHEN GLAZER
LINDA LEDERMAN
DANIEL S. NAGEL
RICHARD J. DI MARCO
DAVID B. ZABEL
MARK A. KIRSCH
CHRISTOPHER J. SMITH
NEIL W. SUTTON
ROBERT J. YAMIN
DAVID M. LEVINE
JOSEPH G. WALSH
STEPHEN M. MOORE
ALEXANDER H. SCHWARTZ
MARY ANN CONNORS
MARY H. CASDEN
GABRIEL MILLER
STEPHEN M. CARRUTHERS
STEPHEN H. GOLDBLUM

HERBERT L. COHEN
(1928-1983)

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

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

595 SUMMER STREET
STAMFORD, CONNECTICUT 06901
TELEPHONE (203) 964-9907
FACSIMILE (203) 967-4452

OF COUNSEL
BERNARD GLAZER
EMIL H. FRANKEL

PLEASE REPLY TO Danbury

June 26, 1991

Common Council of
the City of Danbury
c/o Elizabeth Crudginton
City Clerk
155 Deer Hill Avenue
Danbury, CT 06810

RE: Anthony DaCunha, Sr. - Lombardi Street, Danbury, CT

Dear Gentlemen and Ladies:

This office represents Anthony DaCunha, Sr. who owns property located on Concord Street and Lombardi Street in Danbury. My client's lots are part of a subdivision known as Belmont Terrace that was developed by The Belmont Realty Corporation in the 1930's and 40's. My client has recently received authority from the Common Council to extend sewer and water lines to his lots. In the course of preparing to install the lines, it was determined that neither Short Street nor Lombardi Street, under which the lines will be run, is a Town road. In fact, Short Street is a paper road. I have attempted to determine the current owner of these roads and have concluded that the last known owner was The Belmont Realty Corporation which conveyed the last lot in the subdivision in 1944. The Secretary of the State of Rhode Island (where the Corporation was originally incorporated), has no record of this Corporation, and neither does the State of Connecticut. Therefore an easement cannot be obtained directly from the owner of the fee to the roads to permit the installation of the lines.

COHEN AND WOLF, P. C.

16

Common Council
June 26, 1991
Page 2

The installation of the water and sewer lines would benefit the neighbors on Short and Lombardi Streets insofar as the existing water line is only a three inch line and would be replaced by a larger line which would meet current City standards. Residents of the area would have the opportunity to hook up to the sewer line should their septic systems fail. It is my understanding that this area of the subdivision is the last portion which does not have city water and sewer service.

I would therefore request that the Council authorize the condemnation by the City of an easement in the areas through which the sewer and water lines will run on Short and Lombardi Streets. My client is willing to bear the cost associated directly with this request.

I would ask that this matter be referred to Committee for review and that I be invited to the Committee meeting so that I may offer further details as needed.

Thank you for your attention to this matter.

Very truly yours,



Robin A. Kahn

RAK/dd

cc: Corporation Counsel
Anthony DaCunha, Sr.

HAND DELIVERED

SCHEDULE A

All those certain pieces or parcel of land shown and designated as "Lombardi Street" and "Short Street" on that certain map entitled "Map of Belmont Terrace owned by Belmont Realty Co. Providence Rhode Island" and filed July 5, 1929 as Map No. 327A on the Danbury Land Records.

RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:



WHEREAS, the undertaking of sewer and water extensions on Lombardi Street and Short Street is deemed to be in the best interests of the City of Danbury; and

WHEREAS, the above-referenced project requires that the City of Danbury acquire interests in and to real property as hereinafter set forth; and

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

NOW, THEREFORE, BE IT RESOLVED 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 against the following named property owner(s), their successors and assigns and their respective mortgage holders and encumbrancers, if any:

Property Acquisition

BELMONT REALTY CORPORATION

Lombardi Street and Short Street, Danbury, Connecticut as shown and described on SCHEDULE A attached hereto.

17
GEMZA, DALY & O'CONNOR

ATTORNEYS AT LAW

UNIVERSITY PLACE

182 WHITE STREET

P.O. BOX 348

DANBURY, CONNECTICUT 06813-0348

GERALD J. DALY
NORMAN K. O'CONNOR

THEODORE A. GEMZA
OF COUNSEL

TELEPHONE
(203) 744-8334

FACSIMILE
(203) 791-1870

June 26, 1991

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

Dear Honorable Members of the Council:

On behalf of my client Anne Bedient, of 24 Woodside Avenue, Danbury, Connecticut, I would like to request the consideration of the Council in granting a temporary easement for the continued maintenance of a portion of my client's garage, which we recently discovered was encroaching upon the right-of-way of Marcy Terrace located in Danbury. For the Council's information, I am enclosing a copy of the proposed Temporary Easement together with a copy of the map referred to in said Easement. This office is available at anytime to meet with either the Council or a sub-committee thereof to further review this matter.

For the Council's information, please be advised that we have had this document reviewed by the corporation counsel prior to the submission to you.

Your kind consideration in this matter would be greatly appreciated.

Yours very truly,


Gerald J. Daly

GJD/kcc
Enclosures
cc: Corporation Counsel -- City of Danbury

17

TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS that the City of Danbury, a municipal corporation, located in the County of Fairfield and State of Connecticut, acting herein by

its _____, duly authorized, for the consideration of One Dollar (\$1.00) and other good and valuable consideration, received to its full satisfaction of Anne Bedient of the City of Danbury, County of Fairfield and State of Connecticut, do give, grant, bargain and sell and confirm unto the said Anne Bedient, her administrators, executors, heirs and assigns, an easement over, across and under a portion of the land owned by the grantor herein, for the purpose of maintaining a portion of a building owned by said grantee currently encroaching upon said land.

Said easement area is more particularly shown and described on a certain map entitled "Map Showing Proposed Easement To Be Granted ANNE BEDIENT Over Property of CITY OF DANBURY (Marcy Terrace) Danbury, Connecticut Scale: 1"=20' Date: Jan. 8, 1991", certified substantially correct by Surveying Associates, P.C., to which reference may be had for a more particular description of said premises and which map is to be recorded on the Land Records of the City of Danbury simultaneously herewith.

Said easement shall remain in full force and effect until such time as the City of Danbury shall require said premises for the expansion of the travelled right-of-way known as Marcy Terrace or upon the subsequent damage to or removal of said premises from within the easement area, whichever shall first occur, upon which event this easement shall terminate.

The grantee herein, her heirs, successors and assigns, for the consideration of this easement, agrees to hold the grantor herein harmless for any costs, claims or suits as a result of any injury to or death to any and all

LAW OFFICES

GEMZA AND DALY

UNIVERSITY PLACE

182 WHITE STREET

P.O. BOX 348

DANBURY, CT 06813

PINNEY, PAYNE, VAN LENTEN, BURRELL, WOLFE & DILLMAN, P.C.

ATTORNEYS AT LAW

A. SEARLE PINNEY
BOBBY S. PAYNE*
THOMAS W. VAN LENTEN
HUGH A. BURRELL
ROBERT J. WOLFE
JOHN M. DILLMAN
WILLIAM S. STEELE, JR.
SHELDON A. ROSENBAUM
TED D. BACKER**
RICHARD A. O'CONNOR
JAMES P. GREGORY

CHRISTOPHER G. WINANS
MELINDA S. MONSON

LEE FARM CORPORATE PARK
83 WOOSTER HEIGHTS
POST OFFICE BOX 3499
DANBURY, CONNECTICUT 06813-3499
(203) 743-2721
FAX (203) 792-4759

18
NEW MILFORD OFFICE
ONE ASPETUCK AVENUE
NEW MILFORD, CONNECTICUT 06776
(203) 355-1181
RIDGEFIELD OFFICE
4 PROSPECT STREET
RIDGEFIELD, CONNECTICUT 06877
(203) 438-3726
COUNSEL
THOMAS L. CHENEY

June 25, 1991

PLEASE REPLY TO:

*ALSO ADMITTED IN VA
**ALSO ADMITTED IN D.C. AND NY

Danbury

Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06801

PETITION to The Common Council of Danbury
Lease and/or Purchase of Real Property
(4.5+ acres) located on Backus Avenue, Danbury, CT

Dear Council Members:

Please consider this a petition of Ceruzzi Properties, Inc., pursuant to Section 3-17 of the City of Danbury, Connecticut Revised Charter, to lease from the City the parcel set forth on Schedule A attached hereto, or in the alternative, to purchase said parcel in connection with use of the parcel for Lechmere, a retail establishment.

I. The lease of the parcel, as set forth on Schedule A attached hereto, is proposed on the terms and conditions as set forth below.

(a) Term: 30 years with four (4) ten (10) year options;
(b) Rental Rate: \$172,500.00 per annum, to be increased 12% at each five (5) year interval throughout the term of the lease and the option periods.

(c) Conditions:
(i) Insurable and marketable title free of standard ALTA exceptions.
(ii) Satisfactory Hazardous Waste Site Report;
(iii) Satisfactory Geotechnical Report;
(iv) All applicable approvals and permits required from any Municipal, State or Federal agency or body having jurisdiction for the development of a 60,000 square foot retail facility;

(v) The lease term would commence 120 days from receipt of a building permit from the City of Danbury;

18

(vi) Approval by the Lechmere Board of Directors within ten (10) days of obtaining final approvals from any and all governmental authorities with respect to the above;

(vii) The execution of related documents between Danbury, Ceruzzi Properties, Inc. and Lechmere.

II. In the alternative, the Petitioner requests the City consider sale of the parcel, as set forth on Schedule A attached hereto, on the following terms and conditions:

(a) Purchase Price: \$1,800,000.00.

(b) Conditions:

(i) Insurable and marketable title free of standard ALTA exceptions.

(ii) Satisfactory Hazardous Waste Site Report;

(iii) Satisfactory Geotechnical Report;

(iv) All applicable approvals and permits required from any Municipal, State or Federal agency or body having jurisdiction for the development of a 60,000 square foot retail facility;

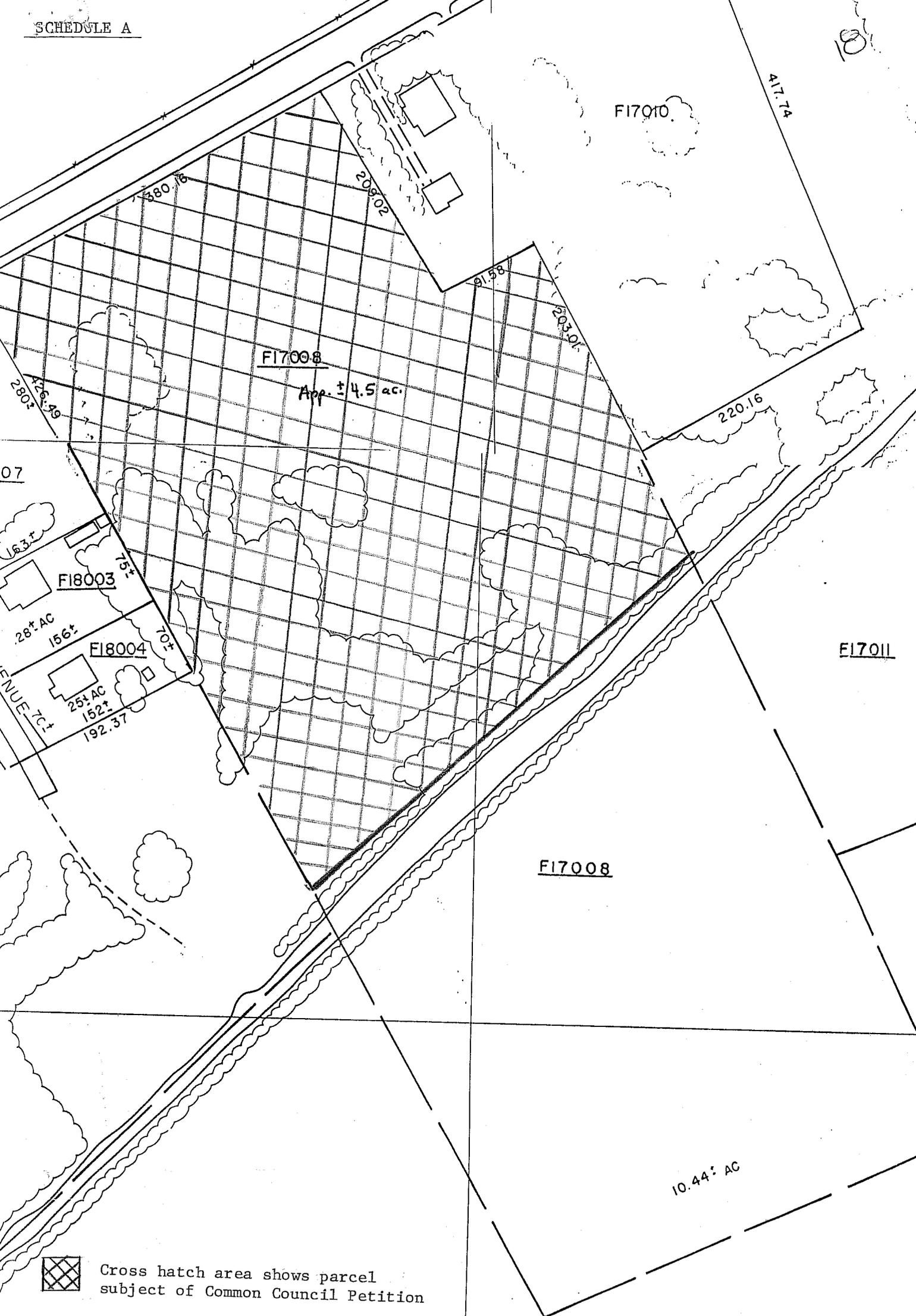
(v) Approval by the Lechmere Board of Directors within ten (10) days of obtaining final approvals from any and all governmental authorities with respect to the above;

(vi) The execution of related documents between Danbury, Ceruzzi Properties, Inc. and Lechmere.

CERUZZI PROPERTIES, INC.

BY: *Bobby S. Payne*
Bobby S. Payne, Its attorney
Pinney, Payne, Van Lenten,
Burrell, Wolfe & Dillman, P.C.

kln
Attachment




 Cross hatch area shows parcel
 subject of Common Council Petition

DANBURY

FROM CITY OF DANBURY TAX ASSESSORS MAP F 17

A

June 24, 1991

Ms. Betty Kruggington
City Clerk
City of Danbury
155 Deer Hill Ave.
Danbury Conn. 06810

Dear Ms. Kruggington

Please accept this letter as an application to add to the Common Council Agenda for the July 1991 meeting for the following item,

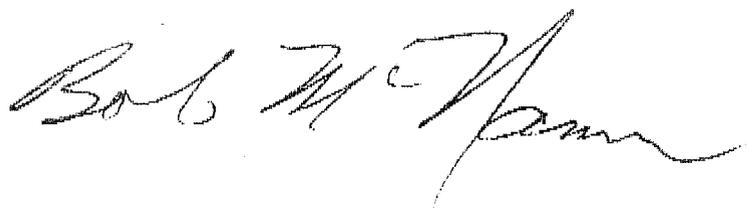
Request to purchase approximately 27 acres of land currently owned by the town of Danbury to the north of Bear Mountain Park. Value to be determined.

This request is being made on behalf of Mr. John Manchurian the owner of the adjoining property by myself acting as his agent.

If you have any questions regarding this issue please contact me at the address or phone number below.

Mr. Robert J. McNamara
McNamara Real Estate
P.O. Box 194
Litchfield Conn. 06759

phone 203-567-9191





20

CITY OF DANBURY

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

PLEASE REPLY TO:

June 17, 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: Rural Water Co, Inc.

Dear Mayor and Council Members:

As you may recall, the Council approved a sale of 101-103 Lakeview Avenue to the above referenced water company this spring. The approval was conditioned upon the use of the property for the development and use of drinking water wells. The company president wishes to modify the condition of the conveyance in such a way as to permit other uses which are consistent with the operation of a water utility.

I understand that there may be a future need to construct other ancillary facilities such as piping and the like on the property. He is concerned that without some more general language in the deed, the natural use of the property might violate the terms of the deed. I have reviewed this with the Superintendent of Public Utilities and he would be satisfied if the deed restriction limited the use of the property to those facilities that would be necessary, "...for the operation of a water utility."

If you are willing to accept that modification to the condition of the transfer, I will complete the transaction.

Sincerely,

Eric L. Gottschalk
Acting Corporation Counsel

ELG:r

cc: William J. Buckley, Jr., Supt. of Public Utilities
Stephen C. Polizzi, President of Rural Water Co., Inc.



TO: THE HONORABLE MAYOR GENE ERIQUEZ
THE HONORABLE MEMBERS OF THE COMMON COUNCIL

RE: PETITION FROM RESIDENTS OF HOLLY STREET EXTENSION

DATE: JULY 2, 1991

Enclosed is a copy of the petition I received from the residents of Holly Street Extension regarding their recent house number change as per Common Council approval. Also enclosed are copies of previous correspondence regarding this matter.

Because of the recommendations of The Planning Department, the Council approved the change on December 4, 1990. I would like this petition added to the July 1991 agenda for discussion and appropriate action.

Respectfully yours,

Eileen S. Coladarci



21

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

PLANNING & ZONING DEPARTMENT
(203) 797-4525

November 5, 1990

TO: Dennis I. Elpern, Planning Director

FROM: Heidi C. Tolo, Associate Planner

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

OK
NE

OK
D.T.D.

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

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

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

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

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

21

HOLLEY STREET EXTENSION

Street Address Assignments

<u>Tax Assessor's Lot #</u> (north side)	<u>Property Owner's Name</u>	<u>Assigned Street #</u>
K12088	James Realty Inc. & Fred Parille	#47
K12087	Noel & Cheri Flannery	#49
K12086	Robert & Maria Trocola	#51
K12085	Katherine & Daniel Trocolla	#53
K12084	Kenneth & Annette Adams	#55
J12203	Louise Clarkson; Vincent & Constance Trocola	#57
J12204	Irene Ward	#59
J12205	John & Florence Bouchard	#61
J12206	Joseph & Rose Capozza	#63
(south side)		
K12071	David & Irene Tyrell	#44
K12072	Gloria LoStocco	#46
K12073	John Riley	#48
K12074	Elliott Fiddner	#50
K12075	George Dzendzel	#52
K12076	Andrew & Margaret Zanzel	#54
K12077	John Demecs	#56
K12078	John Zanzal	#58
K12079	Larry Cugini	#60
K12080	" "	#62
K12081	Rita Barchi & Rita Langford	#64
K12082	Mary DeGross	#66
K12083	Peter Barchi	#68

The residents of Holley Street Extension respectfully petition the Common Council of the City of Danbury to rescind its decision to change the house numbers for our street. We were never granted a number change hearing. The council did not notify the residents of Holley St. Extension that such a change was being considered. We deem your actions to be illegal. We want our street numbers to remain the same.

- Katharine Trocola Katharine Trocola 20 Holley St Ext
- Vincent Trocola Vincent Trocola 24 Holley St Ext
- Mary L Saviano & Irene Ward 28 Holley St Ext
- Mary J Saviano Irene Ward.
- Louise Clarkson Louise Clarkson 24 Holley St Ext
- John P Bouchard John P Bouchard 30 Holley St Ext
- Florence Bouchard Florence Bouchard 30 Holley St. Ext.
- Larry Cugini Larry Cugini 21523 Holley St
- Susan Demecs 19. Susan Demecs 19. Holley st. ext.
- John Demecs 19 John Demecs 19. Holley st. ext.
- Andrew Zanzal Andrew Zanzal 17 Holley St, Ext.
- Linda M Routhier Linda M Routhier 11 Holley St Ext
- DANIEL ROUTHIER Daniel Routhier 11 HOLLEY ST EXT.
- Marion Germanetti Marion Germanetti 3 Holley St Ext.
- Dorit AISIC Dorit AISIC 16 Holley St. ext.
- Daniel Trocola Daniel Trocola 20 Holley St Ext.
- Mary DE GROSS Mary Day Gross 29 Holley St. EXT.
- Kim M. Dohan Kim M Dohan 24 Holley St. Ext.
- Constance Trocola Constance Trocola 24 Holley St. Ext.
- ILAN AISIC. Ilan AISIC 16 Holley st. ext.



22

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

June 3, 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:

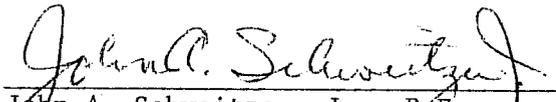
59 King Street
Requested Widening

Item 36 of the minutes of the May 7, 1991 Common Council meeting referred to our office for a 30 day report a request received from Mr. Greg Vaccaro to widen a portion of King Street.

Enclosed please find a copy of Traffic Engineer Abdul Mohamed's memo to me on the subject.

If you have any questions, 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 with enclosure
Frank Cavagna with enclosure
Richard Smith with enclosure



22

CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

June 3, 1991

ENGINEERING DEPARTMENT
(203) 797-4641

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

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

FROM: Abdul B. Mohamed
Traffic Engineer

SUBJECT: Preliminary Investigation Report -
Common Council Referral
Regarding King Street

Following a complaint by Mr. Gregory Vaccaro, resident of 59 King Street, to the Common Council, preliminary investigations have been conducted.

The findings reveal the following:

- a. The width of King Street varies from about 18 to 22 feet.
- b. Several horizontal and vertical curves exist along the roadway.
- c. A combination of horizontal and vertical curvatures exists along the frontage of property at No. 59 owned by Mr. Vaccaro.
- d. In addition, a newly installed wood retaining wall exists along Mr. Vaccaro's property frontage.
- e. The wood retaining wall is located about 18-24 inches from the edge of the paved roadway. As a result, it creates the following problems:
 1. Obstructs the length of highway visible to motorists (sight-line).
 2. Give motorists a sense that the roadway is very narrow.
- f. As a result, it is not uncommon to find some motorists travelling along the edge of the travelway or the roadway centerline.

(continued on page 2)

TO: John A. Schweitzer, Jr., P.E.
RE: Preliminary Investigation Report

June 3, 1991

22

In order to address the condition, several further investigations need to be conducted. These include the following:

- a. Survey of the area to determine the limits of public highway in the area.
- b. Investigations as to whether appropriate City permits were issued for installation of the retaining wall.
- c. Feasibility of widening or relocating the roadway in the area.

Upon determination of the above, appropriate actions to be taken must be finalized. The following alternatives would need to be considered:

- a. Removal of the newly installed wood retaining wall.
- b. Widening or relocation of the roadway.

It should be noted that widening or relocation of the roadway would likely impact trees and other vegetation located along the roadway. Rick Smith, the Tree Supervisor and Frank Cavagna, the Highway Superintendent would need to be involved in the decision making process.

ABM/gw



23

CITY OF DANBURY

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

June 21, 1991

PLEASE REPLY TO:

DANBURY, CT 06810

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

Re: Blonski Inquiry - Wastewater Treatment Plant Capacity
June Common Council Meeting - Agenda Item #21

Dear Mayor and Common Council Members:

Please accept this letter as a preliminary response to your request for a report regarding the above referenced inquiry. Before a full report is prepared for your review, I intend to obtain a response from the Connecticut Department of Environmental Protection. Pending the receipt of that response, I should tell you something about the history of regional use of the City's treatment plant.

Regional use of the City's plant began well before the state ordered the City to renovate and upgrade the facility. That order, by the way, was first directed to the City in 1978 and has been modified since then. In 1986 the case of Pac v. Danbury was commenced to compel compliance with the earlier orders. In the course of settlement of that litigation, the City agreed to a schedule for its compliance which, as modified, establishes the present construction timetable.

In the years before Pac v. Danbury the City entered into agreements with the neighboring communities of Ridgefield and Brookfield to undertake a regional solution to the treatment of sewage. Since Pac, the City has worked to modify those agreements so that the City could recover a fair proportion of the cost of the renovations from the communities that benefit from it. In addition, the City has also entered into similar agreements with the Town of Bethel. Further, pursuant to State order, in 1984 the City also entered into a regional agreement with Bridgewater, Brookfield, New Fairfield, Newtown and Redding calling for the treatment of septic waste.

23

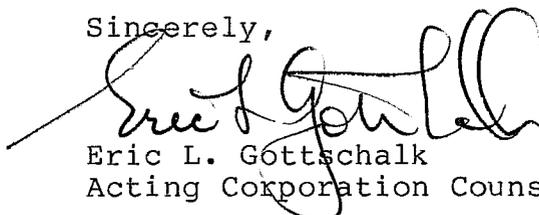
Hon. Gene F. Eriquez
Hon. Members of the Common Council
June 21, 1991
Re: Blonski Inquiry - Wastewater Treatment Plant Capacity

It is difficult to say whether or not the early agreements were the result of a desire for regional cooperation or rather a reaction to pressure from the State. It is clear, however, that in recent years the State has indicated to us that it was prepared to reallocate capacity formerly reserved for Danbury for the benefit of the region, unless the City agreed to redesign and construct the plant renovations with an additional one million gallon per day capacity. I enclose a copy of a letter from the State DEP dated December 2, 1988 to that effect. The State apparently relied on the provisions of Connecticut General Statutes Section 22a-428 for that directive. A copy of that Section is also enclosed for your review.

Without getting into the merits of Mr. Blonski's comments about the brokering of our plant capacity, one observation can be made with certainty. The City has not undertaken the construction of this plant with profit or economic gain as a motivating factor. Whenever we have negotiated with neighboring communities, we have attempted to obtain financial returns that corresponded to the additional financial burden that the City undertook. No more and no less. That will undoubtedly be the case with respect to any future negotiations. Finally it should be clearly understood that the decision to increase the plant capacity by 1 mgd was a defensive one. It was the City's responsibility to insure, to the extent that it was possible, that the State did not confiscate capacity that might be needed for Danbury in the future.

I will provide further information to you as soon as it arrives together with the results of my own research. If you have any questions in the meantime, please feel free to contact me.

Sincerely,



Eric L. Gottschalk
Acting Corporation Counsel

Enclosures

cc: William J. Buckley, Jr.
Superintendent of Public Utilities

23

WATER POLLUTION CONTROL

§ 22a-428

Library References

Health and Environment §25.7.	C.J.S. Health and Environment §§ 42, 131.
Municipal Corporations §338.	C.J.S. Municipal Corporations § 885.
Navigable Waters §35.	C.J.S. Navigable Waters § 42.
Waters and Watercourses §64 et seq., 196.	C.J.S. Waters §§ 44 et seq., 232, 269.

Notes of Decisions

In general 1 Enforcement of order 2

tive remedy it has provided an effective and efficient means of abating water pollution. Id.

1. In general

When judicial proceedings determine water pollution to constitute nuisance, issuance of injunction restraining pollution of waters is not subject to exercise of court's discretion, but is mandated by Water Pollution Control Act. *Water Resources Commission v. Connecticut Sand & Stone Corp.* (1975) 364 A.2d 208, 170 Conn. 27.

It is court's duty to carry out intention of legislature as expressed in Water Pollution Control Act, and to make injunc-

2. Enforcement of order

Where pollution resulting from sand-washing operations, complained of in Water Resources Commission's abatement orders, was of seasonal nature, there was possible recurrence of violations and thus Commission was entitled to injunction enforcing its abatement orders, even though alleged polluter claimed that pollution complained of had ceased. *Water Resources Commission v. Connecticut Sand & Stone Corp.* (1975) 364 A.2d 208, 170 Conn. 27.

§ 22a-428. Orders to municipalities to abate pollution

If the commissioner finds that any municipality is causing pollution of the waters of the state, or that a community pollution problem exists, or that pollution by a municipality or a community pollution problem can reasonably be anticipated in the future, he may issue to the municipality an order to abate pollution. If the commissioner, after giving due regard to regional factors, determines that such pollution can best be abated by the action of two or more adjacent municipalities, he may issue his order jointly or severally to such municipalities. If a community pollution problem exists in, or if pollution is caused by, a municipality geographically located all or partly within the territorial limits of another municipality, the commissioner may, after giving due regard to regional factors, determine which municipality shall be ordered to abate the pollution or may, after giving due regard to regional factors, issue an order to both of such municipalities jointly to provide the facilities necessary to abate the pollution. Any order issued pursuant to this section shall include a time schedule for action by the municipality or municipalities, as the case may be, which may require, but is not limited to, the following steps to be taken by such municipality or municipalities: (a) Submission of an engineering report outlining the problem and recommended solution therefor for approval by the commissioner; (b) submission of contract

23

plans and specifications for approval by the commissioner; (c) arrangement of financing; (d) acceptance of state and federal construction grants; (e) advertisement for construction bids; (f) start of construction; (g) placing in operation.

(1967, P.A. 57, § 7; eff. May 1, 1967, enacted as 1958 Rev., § 25-54g; 1969, P.A. 153; 1971, P.A. 872, § 83, eff. Oct. 1, 1971; 1973, P.A. 73-665, § 8, eff. June 21, 1973; transferred to § 22a-428 in Gen.St., Rev. to 1983.)

Historical Note

This section, formerly set out as § 25-54g, was transferred to § 22a-428 in Gen.St., Rev. to 1983.

1969, P.A. 153, inserted the second sentence which provided for issuing joint or several orders to two or more adjacent municipalities.

1971, P.A. 872, § 83, amended the section to substitute "commissioner" for "commission".

Section 448 of 1971, P.A. 872, provided that § 83 of the Act takes effect July 1,

1971. See note, post, for change in effective date.

1971, June Sp.Sess., P.A. 1, § 9, amending 1971, P.A. 872, § 447 (which should read § 448), changed the effective date to October 1, 1971.

1973, P.A. 73-665, § 8, made the first sentence permissive by substituting "may" for "shall" relative to issuing an order to the municipality; amended the third sentence by substituting "may" for "shall" following "the commissioner" and "to abate the pollution or".

Cross References

Potable drinking water, see §§ 22a-471, 25-54b.

Library References

Health and Environment ⇐9 et seq.
C.J.S. Health and Environment §§ 13, 26, 46.

Notes of Decisions

- In general 1
- Due process 3
- Evidence 4
- Validity of orders 2

1. In general

When judicial proceedings determine water pollution to constitute nuisance, issuance of injunction restraining pollution of waters is not subject to exercise of court's discretion, but is mandated by Water Pollution Control Act. *Water Resources Commission v. Connecticut Sand & Stone Corp.* (1975) 364 A.2d 208, 170 Conn. 27.

It is court's duty to carry out intention of legislature as expressed in Water Pollution Control Act, and to make injunc-

tive remedy it has provided an effective and efficient means of abating water pollution. *Id.*

Where, upon city's failure to take, within time fixed by commission, preliminary steps, as ordered by state water commission, to construct a sewage treatment plant, state water commission sought to have its order enforced by authority of statute empowering superior court to enforce its orders by an appropriate decree or process and judgment of superior court adopted the original order and gave city additional time within which to comply, the change of date for compliance was necessary in the exercise of the discretion of the court to make its order and decree appropriate and effective and constituted a judicial function and was not an usurpation of

WA

admi
Com
107

2. V
Th
earli
on s
subm
after
sione
suffi
mitte
sourc
148

§ 2

If
has
poll
to a
sche
the
(196
P.A.
1981
Gen.

Th
§ 25
in G
19
the f
"he"
that
order
Sec
that
1971
factiv

He
C.J.
2

STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL PROTECTION



December 2, 1988

Mr. William Buckley
Superintendent of Public Works
155 Deer Hill Road
Danbury, CT 06810

CITY OF DANBURY	
PUBLIC UTILITIES	
DEC 7 1988	
Record Date
Permitment
File Code

Re: Amendment to Wastewater Management Facilities Plan

Dear Mr. Buckley:

In December, 1987, the City of Danbury submitted to DEP an engineering report titled "Amendment to the Wastewater Management Facilities Plan for Danbury and Bethel Connecticut" in compliance with Step A of the Stipulated Judgement. This report recommended the construction of a 14.3 MGD advanced wastewater treatment plant and documents the increase from the prior recommended 12.5 MGD advanced wastewater treatment plant. The justification for the increase from 12.5 MGD to 14.3 MGD was to retain reasonable future reserve capacity for the City of Danbury. DEP fully concurred with the reasoning.

On February 24, 1988, the DEP issued a formal approval letter on the report titled "Amendment to the Wastewater Management Facilities Plan for Danbury and Bethel Connecticut." The approval letter, however, was for a flowrate of 14.5 MGD. The increase from 14.3 MGD to 14.5 MGD was to provide additional future reserve capacity for Bethel. Again, DEP fully concurred with the reasoning and approved the revised flowrate of 14.5 MGD.

Just as the two municipalities have moved to protect for their future needs, the DEP has re-addressed the potential regional needs in the greater Danbury area and has determined that these potential needs could not be met if the plant were constructed at 14.5 MGD unless future reserve capacity were sacrificed from Danbury and Bethel. Because both communities have conducted a prudent evaluation of their respective needs the DEP would not desire to reallocate away from either municipality that reserve capacity in the future. Therefore, the DEP is directing that the design flowrate of the advanced treatment plant be increased to 15.5 MGD.

This directive is supported by Sec. 22a-428 of the C.G.S. that impowers the Commissioner, after giving due regard to regional factors, to order adjacent municipalities to resolve pollution problems when the resolution of those problems can best be implemented on a regional basis.

The City of Danbury should prepare an amendment to the facilities plan requesting a revised flowrate of 15.5 MGD. The DEP will then issue a new approval letter which will supercede the February 24, 1988 approval letter.

Phone:

165 Capitol Avenue • Hartford, Connecticut 06106

An Equal Opportunity Employer

23

Thank you for your cooperation in this matter.

Respectfully,

Richard J. Barlow

Richard J. Barlow
Director
Water Compliance Unit

RJB:WRH:jdc

FILE: J-004082/004083
TO: Distribution
FROM: W. J. Bent
SUBJECT: Danbury WPCP - Upgrading & Expansion Progress Meeting

DATE: November 22, 1988
OFFICE: Wakefield
COMPANY: Inc.

CITY OF DANBURY	
PUBLIC UTILITIES	
DEC 5 1988	
Discard Date	_____
Department	_____
File Code	_____

On Thursday, November 17, 1988, a meeting was held at the DPW Building to discuss progress layouts for the above referenced project. Those present included the following:

- | | |
|------------------------|--------------------|
| Bill Buckley - Danbury | Marie Cannon - M&E |
| Matt Isles - Danbury | Bill Bent - M&E |
| Hem Khona - Bethel | |
| Hank Langstroth - M&E | |

The following is a summary of the items discussed.

General

1. Asbestos removal will be handled under this contract.
2. Hem Khona will have Bethel site inspected for asbestos ASAP.
3. Bill Buckley will send M&E a letter requesting additional services to investigate the source of odors in the swamp.
4. It was pointed out by the City that if construction estimate exceeds \$45M the project will have to be voted upon again by the public.
5. From phone conversation with Simon Mobarak (DEP) and Bill Buckley at this meeting it is anticipated the City will receive a letter from DEP directing Danbury to increase design flow to 15.5 or 15.7 MGD to accommodate Brookfield and New Fairfield. M&E is proceeding with design flow of 14.5 MGD.
6. Closing date for Danbury - Bethel inter-municipal agreement is scheduled for Nov. 22, 1988.
7. Project contract number will be 88-14.

Bethel

1. Force main options were discussed. M&E recommendation is to proceed with city street route. Additional survey will be required. M&E will direct Greiner to proceed accordingly.
2. M&E to evaluate best option for Bethel headworks (i.e. manual bar screen and communitor or 2 communitors.)



24

CITY OF DANBURY

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

July 2, 1991

as amended

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: June 4, 1991 Agenda, Item #30 / Lease at 20 West Street

Dear Mayor and Council Members:

At your request at the above meeting, this office has reviewed the proposed lease agreement between the City of Danbury and Steven M. Olivo, Trustee for DaSilva properties. While the agreement to lease property to the City of Danbury for no compensation is somewhat unusual, the relationship between the parties is such that certain mutual benefits do exist. Notwithstanding that issue, we have reviewed the actual lease agreement as provided to us by Attorney Paul Swenson representing the DaSilva properties. The lease agreement is a standard one and is in line with other agreements the City presently has with the estate of Joseph DaSilva and is generally acceptable to this office.

The lease provides for the rental of two rooms at 20 West Street for the Health Department AIDS Program. The use will be for administrative purposes and all program services and will commence upon execution of the agreement and terminate at midnight on February 28, 1993. The City will be required to pay for its own utilities and maintenance of the leased area.

The only direct compensation requested by the landlord in this matter is that of an attorney's fee in an amount of not more than \$150 covering the cost of preparation and review of the lease document. Should you approve of the lease agreement as proposed, you should also approve the payment by the City of Danbury Health Department of the legal fee requested, if that is your desire.

24

Hon. Mayor Gene F. Eriquez
Hon. Members of the Common Council
July 2, 1991
Re: June 4, 1991 Agenda, Item #30 / Lease at 20 West Street

In the event that you approve this lease agreement at the July Common Council meeting, this office will proceed to formalize and execute the lease arrangement and so advise the Health Department. In the event you have any questions regarding the concept of this proposal, please contact the AIDS Program Coordinator Susan Durgy. Should you have any questions regarding the legal implications of this proposal, please contact us.

Very truly yours,



Laszlo L. Pinter
Assistant Corporation Counsel

LLP:amt
Enclosure

c: Susan Durgy (w/encl.)
Paul Swenson, Esq. (w/encl.)
Dominic A. Setaro, Jr.
Basil J. Friscia



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

PLANNING COMMISSION

(203) 797-4525

June 24, 1991

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

Re: 8-24 Referral - Conveyance by Gary and Louis
Ginsberg to the City of Danbury of a Storm Drainage
Easement at 5 Starr Street.

Dear Council Members:

The Planning Commission at its meeting June 19, 1991 made
the motion for a positive recommendation for the
Conveyance by Gary and Louis Ginsberg to the City of
Danbury of a Storm Drainage Easement at 5 Starr Street
for the reason that it is pursuant to the site plan which
was approved in 1976.

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

Sincerely yours,

Joseph Justino
Joseph Justino
Chairman

JJ/jlc



25

CITY OF DANBURY

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

PLEASE REPLY TO:

June 10, 1991

DANBURY, CT 06810

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

Re: Ginsberg Storm Drainage Easement - June Meeting #28

Dear Mayor and Council Members:

Please accept this letter in response to your request for a report. I have reviewed the file maintained in the Office of the Corporation Counsel and can indicate to you that all necessary documents have been submitted in a form satisfactory to my office. Documents have also been reviewed by the City Engineer and have been found acceptable by the staff of that office as well.

Subject to an acceptable report from the Planning Commission, you may proceed to accept the conveyance of this drainage easement. If you have any questions, please contact me.

Sincerely,

Eric L. Gottschalk
Acting Corporation Counsel

June 27

26



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

PLANNING COMMISSION

(203) 797-4525

June 24, 1991

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

Re: 8-24 Referral - Conveyance by Donald Fiddelman to the City of Danbury of a road-widening strip, Parcel "X" (1,878 square feet) shown on "FINAL SUBDIVISION MAP Prepared for DONALD FIDDELMAN" dated January 9, 1991 certified by Robert Bennison, along Briar Ridge Road.

Dear Council Members:

The Planning Commission at its meeting June 19, 1991 made the motion for a positive recommendation for the conveyance by Donald Fiddelman to the City of Danbury of a road-widening strip, Parcel "X" (1,878 square feet) shown on "FINAL SUBDIVISION MAP Prepared for DONALD FIDDELMAN" dated January 9, 1991 certified by Robert Bennison, along Briar Ridge Road for the reason that it is being done pursuant to the requirements of the Subdivision Regulations specifically for the approval of the Fiddleman Subdivision with the condition the curtain drain should be relocated to private property.

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

Sincerely yours,

Joseph Justino
Joseph Justino
Chairman

JJ/jlc



26

CITY OF DANBURY

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

June 10, 1991

PLEASE REPLY TO:

DANBURY, CT 06810

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

Re: Donald Fiddelman Subdivision
Offer of Road Widening Parcel
June Meeting #29

Dear Mayor and Council Members:

Please accept this letter in response to your request for a report from this office. The subject offer of land is in compliance with the requirement imposed by the subdivision regulations. This requirement obliges a developer to offer land to the City to make up one-half of any road width deficit whenever a proposed subdivision is adjacent to a city road which contains less than the currently required road width.

The deed has been reviewed by this office and the office of the City Engineer and has been found to be acceptable. If you decide to accept the offer, we will work with developer to complete the transfer.

Sincerely,

Eric L. Gottschalk
Acting Corporation Counsel

cc: John A. Schweitzer, Jr.
Acting Director of Public Works





27

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

June 25, 1991

ENGINEERING DEPARTMENT
(203) 797-4641

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

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

Dear Mayor Eriquez and Common Council Members:

59 King Street
Requested Widening

Item 36 of the minutes of the May 7, 1991 Common Council meeting referred to our office for a 30 day report a request received from Mr. Greg Vaccarro to widen a portion of King Street.

The June 3, 1991 letter to you from Acting Director of Public Works John A. Schweitzer, Jr., P.E. was received by the City Clerk's Office too late to be put on the agenda for the June 4, 1991 Common Council meeting. Item 25 of said June 4, 1991 meeting referred the issues back to Mr. Schweitzer.

Enclosed please find copies of the June 3, 1991 letter from Mr. Schweitzer, Traffic Engineer Abdul Mohamed's memo, Highway Superintendent Frank Cavagna's May 28, 1991 memo and Tree Supervisor Richard Smith's May 20, 1991 memo on the subject.

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

Very truly yours,

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

PAE/gw

Enclosures

c: Basil Friscia
Frank Cavagna
Richard Smith



27

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

June 3, 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:

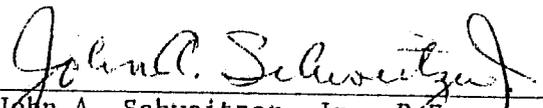
59 King Street
Requested Widening

Item 36 of the minutes of the May 7, 1991 Common Council meeting referred to our office for a 30 day report a request received from Mr. Greg Vaccaro to widen a portion of King Street.

Enclosed please find a copy of Traffic Engineer Abdul Mohamed's memo to me on the subject.

If you have any questions, 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 with enclosure
Frank Cavagna with enclosure
Richard Smith with enclosure



27

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

June 3, 1991

ENGINEERING DEPARTMENT
(203) 797-4641

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

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

FROM: Abdul B. Mohamed
Traffic Engineer

SUBJECT: Preliminary Investigation Report -
Common Council Referral
Regarding King Street

Following a complaint by Mr. Gregory Vaccaro, resident of 59 King Street, to the Common Council, preliminary investigations have been conducted.

The findings reveal the following:

- a. The width of King Street varies from about 18 to 22 feet.
- b. Several horizontal and vertical curves exist along the roadway.
- c. A combination of horizontal and vertical curvatures exists along the frontage of property at No. 59 owned by Mr. Vaccaro.
- d. In addition, a newly installed wood retaining wall exists along Mr. Vaccaro's property frontage.
- e. The wood retaining wall is located about 18-24 inches from the edge of the paved roadway. As a result, it creates the following problems:
 1. Obstructs the length of highway visible to motorists (sight-line).
 2. Give motorists a sense that the roadway is very narrow.
- f. As a result, it is not uncommon to find some motorists travelling along the edge of the travelway or the roadway centerline.

(continued on page 2)

TO: John A. Schweitzer, Jr., P.E.
RE: Preliminary Investigation Report

June 3, 1991

27

In order to address the condition, several further investigations need to be conducted. These include the following:

- a. Survey of the area to determine the limits of public highway in the area.
- b. Investigations as to whether appropriate City permits were issued for installation of the retaining wall.
- c. Feasibility of widening or relocating the roadway in the area.

Upon determination of the above, appropriate actions to be taken must be finalized. The following alternatives would need to be considered:

- a. Removal of the newly installed wood retaining wall.
- b. Widening or relocation of the roadway.

It should be noted that widening or relocation of the roadway would likely impact trees and other vegetation located along the roadway. Rick Smith, the Tree Supervisor and Frank Cavagna, the Highway Superintendent would need to be involved in the decision making process.

ABM/gw



CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

FORESTRY DEPARTMENT
(203) 797-4536

RICHARD K. SMITH
TREE SUPERVISOR

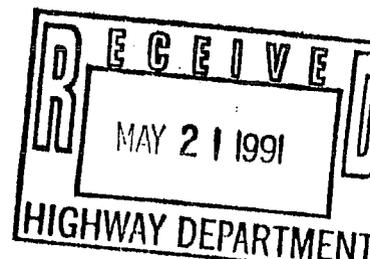
May 20, 1991

TO: Frank L. Cavagna, Supt. of Highways
FROM: Richard K. Smith, Tree Supervisor *RKS*
RE: Proposed Highway Change--59 King Street

Regarding the proposed highway change at 59 King Street, I suggest other possible alternatives be explored as there are trees that must be removed. The trees involved include 6 Locust trees approximately 15" to 20" in diameter and 1 Sugar Maple which is possibly 150-175 years old and 38" in diameter.

Thank you for your cooperation in this matter.

file





29

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

July 2, 1991

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

Re: Amendment of Connecticut Basic Building Code

The Common Council met as a committee of the whole on June 17, 1991 to review a proposed ordinance section 6-02, Amendment of Connecticut Basic Building Code. No one spoke at the preceding public hearing. Corporation Counsel Eric Gottschalk explained that the proposed changes offer a refund for expired building permits and a renewal for permits that were not begun or were suspended for six months.

Mr. Valeri moved to recommend adoption of the proposed ordinance. The motion was seconded by Mrs. Coladarci and passed unanimously.

Respectfully submitted,



JOSEPH DaSILVA, Chairman

29



ORDINANCE
CITY OF DANBURY, STATE OF CONNECTICUT
COMMON COUNCIL

July 2, 1991

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

THAT Section 6-02 of the Code of Ordinances of Danbury, Connecticut is hereby amended by the addition of subsections 6-02(e) and 6-02(f), which subsections read as follows:

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

(e) Refunds. In accordance with the provisions of the Connecticut Basic Building Code, any building permit issued by the Danbury Building Official shall become invalid if the authorized work is not commenced within six months after issuance of the permit. In the event of the expiration of a permit in accordance with the foregoing, the permittee may obtain a refund of eighty per cent (80%) of the fee paid pursuant to the provisions of subsection 6-02(a)(1) hereof. No such refund may be made unless the permittee shall apply for said refund within one year of the date of issuance of the permit.

(f) Renewal. In accordance with the provisions of the Connecticut Basic Building Code, any building permit issued by the Danbury Building Official shall become invalid if the authorized work is not commenced within six months after the issuance of the permit, or if the authorized work is suspended or abandoned for a period of six months after the time of commencing the work. In the event of the expiration of a building permit in accordance with the foregoing, the permittee may make application for the renewal of the permit upon payment of the fee required hereunder. The fee for the renewal of a building permit pursuant to the provisions of this subsection shall be equal to twenty per cent (20%) of the original permit fee or the difference between the original permit fee and the permit fee which would otherwise be paid for a new permit issued at the time of the renewal, whichever is greater. No building permit may be renewed more than twice pursuant to the provisions of this section.

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

Adopted by the Common Council - July 2, 1991.
Approved by Mayor Gene F. Eriquez - July 3, 1991.

ATTEST: Jimmatta L. Samaha
JIMMETTA L. SAMAHA
Assistant City Clerk



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

July 2, 1991

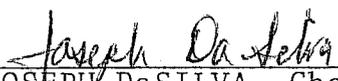
Honorable Mayor Gene F. Eriquez
Honorable Members of the Common Council

Re: Fire Alarms Ordinance

The Common Council met as a committee of the whole at 7:10 P.M. on June 17, 1991 to review a proposed ordinance change dealing with fire alarms. Fire Chief Antonio Lagarto explained that before the 911 system at the Fire Department most alarm systems came to Fire Headquarters. Since then most of the alarm systems are serviced by private companies. The ordinance changes will allow City regulations on fire alarms to cover all alarms whether received by the Fire Department or by a private company.

Mr. Boynton moved to recommend approval of the proposed ordinance. The motion was seconded by Mr. Falzone and passed unanimously.

Respectfully submitted,



JOSEPH DaSILVA, Chairman



ORDINANCE
CITY OF DANBURY, STATE OF CONNECTICUT
COMMON COUNCIL

July 2, 1991

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

THAT Section 3A-40 and Subsection 3A-41(a) of the Code of Ordinances of Danbury, Connecticut are hereby amended to read as follows:

Sec. 3A-40. Purpose and Intent.

The proliferation of fire alarm systems to which the Danbury Fire Department is required to respond has imposed an increasing burden on said department. In addition, the erroneous and mistaken use of fire alarm systems and those that are not installed, maintained or operated properly has resulted in increased service calls by the Danbury Fire Department and is creating a hazard to the members of said department and to the general public. The purpose of this article is to regulate the use of said alarm systems and to reduce the incidence of false alarms.

Sec. 3A-41. Definitions.

(a) Alarm system: Any assembly of equipment, mechanical or electrical, that is intended to result in a response by the Danbury Fire Department to the occurrence of a fire emergency, including any system which transmits an alarm directly to the Danbury Fire Department or to any other answering or monitoring service.

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

Adopted by the Common Council - July 2, 1991.
Approved by Mayor Gene F. Eriquez - July 3, 1991.

ATTEST: *Jimmetta L. Samaha*
JIMMETTA L. SAMAHA
Assistant City Clerk



31

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

TO. THE HONORABLE MAYOR GENE F. ERIQUEZ
THE HONORABLE MEMBERS OF THE COMMON COUNCIL

DATE. July 2, 1991

RE. SNET AGREEMENT TO OBTAIN EASEMENT ON CITY PROPERTY ON
PEMEROKE ROAD.

REPORT

The committee to review the request from SNET to place equipment on City land met on June 13, 1991 in room 432 of City Hall. In attendance were Council members Coladarci, Mack and Boughton. Also in attendance was James Staib of Southern New England Telephone Company.

The meeting was called to order at 7:05 pm and the rules were waived to let Mr. Staib explain the needs of the phone company.

Mr. Staib said that a locked steel 20 X30 cabinet would be placed behind a fenced in area on the designated site. The cabinets would include the latest technical equipment, is not high voltage and will be locked at all times. The chosen site is on Route 37 at Peck Road and would serve the FCI, Barnum Road, East Lake Road and Morgan. The request for the area behind the reservoir fence, North of Bear Mountain Road will also need the approval of the State Department of Environmental Protection.

While discussing this issue with Mr. Bill Buckley, Superintendent of Public Utilities, Mr. Staib was informed of another city owned piece of land in that area which would serve the needs of SNET. The City of Danbury owns land on Peck Road, off Route 37, which would possibly eliminate the need for DEP approval because the land is below the watershed level. The Peck Road site also has the needed off- road access and workers on this site would not interfere with traffic.

The Planning Commission has voted a positive recommendation for the concept of the request on the Pembroke Road (RT 37) location. The commission added that the use will require a special exception from the Planning Commission before zoning and building permits can be issued (see attached). This issue can also be discussed with Corporation Council if the Common Council approves the second site before SNET Co. goes back to the Planning Commission.

Boughton moved that recommendations be made that both the Route 37 site and the Peck Road site be approved by the Common Council pending Corporation Council and Superintendent of Public Utilities approval was seconded by Mack and passed unanimously.

With City approvals SNET will engineer the start of this project around the first of the year. The meeting was adjourned 8:20 pm.

Respectfully submitted,

Eileen S. Coladarci, Chair

Joan Mack

Donald Boughton



Call a...
Mack
12/15/87
Bl

CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

May 20, 1991

PLANNING COMMISSION
(203) 797-4525

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

Re: 8-24 Referral - Request from SNET to place equipment on City land

Dear Council Members:

The Planning Commission at its May 15, 1991 meeting voted a positive recommendation for the concept of the request from SNET to place equipment on City land. The parcel involved, Assessor's Lot G05001, surrounds the Margerie Reservoir and is located on Pembroke Road in a residential zone. The equipment involved would be data transmission cabinets for the purpose of upgrading existing telephone services and providing facilities for new service requests. This use will ultimately require a special exception from the Planning Commission before zoning and building permits can be issued. Please note that the positive recommendation is only for the concept as the commission notes that similar uses have been done on other City land without creating adverse conditions.

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

Sincerely yours,

Steve Zaleta (cc)

Steve Zaleta
Vice-Chairman



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

July 2, 1991

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

Re: Uninsured Claim by City Employee

The Common Council Committee appointed to review an uninsured claim by a City Welfare employee met on June 24, 1991 at 7:30 P.M. in Room 432 in City Hall. In attendance were committee members Scalzo, Boynton and Regan. Also in attendance were Director of Welfare Deborah MacKenzie, Director of Finance Dominic Setaro and Risk Manager Thomas Fabiano.

Background information was given by Ms. MacKenzie which reviewed the incident of four individuals that were turned away from the Homeless Shelter at 151 Main Street in accordance with rules and regulations. The welfare employee Jerrilynn Tiso was the subject of a verbal confrontation with one of the individuals in particular. Upon leaving to go home, she found two tires slashed resulting in her car being towed and new tires purchased. An incident report was filed with the Danbury Police Department and the four suspects were questioned who denied any wrongdoing. It appears from the testimony given that the individuals could have been arrested for public intoxication but were not.

Mr. Fabiano as well as Mr. Setaro stated that there was no negligence on the part of the City. Ms. MacKenzie stated that the employees car would not have been in the area if she was not at work that evening.

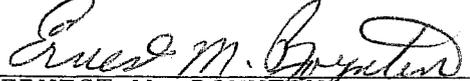
Mr. Boynton was of the opinion that the claim should not be allowed because there was no proof of who caused the vandalism and that it would open a "Pandora's Box". He stated that the claim should have been submitted to the claimants insurance company. Ms. MacKenzie was vehement in her pleas that the employees are subjected to much verbal abuse, insults and danger and that the police are not responsive to calls and the employee has been threatened since the incident in question.

Much discussion followed concerning the responsibility of the Police Department, the City and the responsibility of the City to its employees.

52
Mr. Regan made a motion to pay the claim without prejudice after it is submitted to the employee's insurance carrier. The employee will then submit the necessary paperwork to Mr. Fabiano for that portion not covered by her insurance. The motion was seconded by Mr. Boynton and passed un-animously.

Respectfully submitted,


HARRY W. SCALZO, Chairman


ERNEST M. BOYNTON


ARTHUR D. REGAN



32

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

July 2, 1991

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

Re: Uninsured Claim by City Employee

The Common Council Committee appointed to review an uninsured claim by a City Welfare employee met on June 24, 1991 at 7:30 P.M. in Room 432 in City Hall. In attendance were committee members Scalzo, Boynton and Regan. Also in attendance were Director of Welfare Deborah MacKenzie, Director of Finance Dominic Setaro and Risk Manager Thomas Fabiano.

Background information was given by Ms. MacKenzie which reviewed the incident of four individuals that were turned away from the Homeless Shelter at 151 Main Street in accordance with rules and regulations. The welfare employee Jerrilynn Tiso was the subject of a verbal confrontation with one of the individuals in particular. Upon leaving to go home, she found two tires slashed resulting in her car being towed and new tires purchased. An incident report was filed with the Danbury Police Department and the four suspects were questioned who denied any wrongdoing. It appears from the testimony given that the individuals could have been arrested for public intoxication but were not.

Mr. Fabiano as well as Mr. Setaro stated that there was no negligence on the part of the City. Ms. MacKenzie stated that the employees car would not have been in the area if she was not at work that evening.

Mr. Boynton was of the opinion that the claim should not be allowed because there was no proof of who caused the vandalism and that it would open a "Pandora's Box". He stated that the claim should have been submitted to the claimants insurance company. Ms. MacKenzie was vehement in her pleas that the employeea are subjected to much verbal abuse, insults and danger and that the police are not responsive to calls and the employee has been threatened since the incident in question.

Much discussion followed concerning the responsibility of the Police Department, the City and the responsibility of the City to its employees.

Mr. Regan made a motion to pay the claim without prejudice after it is submitted to the employee's insurance carrier. The employee will then submit the necessary paperwork to Mr. Fabiano for that portion not covered by her insurance. The motion was seconded by Mr. Boynton and passed un-animously.

Respectfully submitted,

HARRY W. SCALZO, Chairman

ERNEST M. BOYNTON

ARTHUR D. REGAN



33

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

July 2, 1991

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

Re: Request for Sewer Extension - 73 Padanaram Road

The Common Council Committee appointed to review the request for sewer extension at 73 Padanaram Road met on June 5, 1991 at 7:00 P.M. in Room 432 in City Hall. In attendance were committee members Falzone, Setaro and Regan. Also in attendance were Superintendent of Public Utilities William Buckley, City Engineer Jack Schweitzer and the Petitioner Ernesto Luis.

Mr. Falzone stated that the Planning Commission in its letter dated May 20, 1991 gave a positive recommendation. Mr. Buckley stated that a petition was granted last year to Ron Jowdy at 75 Padanaram Road but it was never completed. Mr. Buckley stated Mr. Luis could wait for Mr. Jowdy to finish his line and then connect in and do so without Council approval, or he can finish the line and then connect to it which is the request before the committee.

After discussion, Mr. Regan made a motion to grant the extension following the necessary eight steps. Seconded by Mr. Setaro. Motion carried unanimously.

Respectfully submitted,

MICHAEL FALZONE, Chairman

CHRISTOPHER SETARO
ARTHUR D. REGAN



33

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

July 2, 1991

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

Re: Request for Sewer Extension - 73 Padanaram Road

The Common Council Committee appointed to review the request for sewer extension at 73 Padanaram Road met on June 5, 1991 at 7:00 P.M. in Room 432 in City Hall. In attendance were committee members Falzone, Setaro and Regan. Also in attendance were Superintendent of Public Utilities William Buckley, City Engineer Jack Schweitzer and the Petitioner Ernesto Luis.

Mr. Falzone stated that the Planning Commission in its letter dated May 20, 1991 gave a positive recommendation. Mr. Buckley stated that a petition was granted last year to Ron Jowdy at 75 Padanaram Road but it was never completed. Mr. Buckley stated Mr. Luis could wait for Mr. Jowdy to finish his line and then connect in and do so without Council approval, or he can finish the line and then connect to it which is the request before the committee.

After discussion, Mr. Regan made a motion to grant the extension following the necessary eight steps. Seconded by Mr. Setaro. Motion carried unanimously.

Respectfully submitted,

MICHAEL FALZONE, Chairman

CHRISTOPHER SETARO

ARTHUR D. REGAN

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

The petitioner shall bear all costs relative to the installation of said sewer line .

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 line within City Streets, and any necessary documents be granted to the City in a form which is acceptable to the City Engineer and Corporation Counsel.

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

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

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

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



CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

July 2, 1991

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

Re: Request for Sewer Extension - 32-32½ Padanaram Avenue

The Common Council Committee appointed to review a request for sewer extension at 32-32½ Padanaram Avenue met on June 5, 1991 at 7:15 P.M. in Room 432 in City Hall. In attendance were committee members Falzone, Setaro and Regan. Also in attendance were Superintendent of Public Utilities William Buckley, City Engineer Jack Schweitzer and Mr. and Mrs. John Ashkar.

Mr. Falzone stated that the Planning Commission in its letter dated May 20, 1991 gave a positive recommendation. Mr. Ashkar stated that the line in front of his house is now privately owned and needs to be replaced because of seepage from the pipe which runs into his basement. The Health Department has been called and has ordered him to fix the pipe. Since there are only three people who live on this road with Mr. Ashkar owning two of the properties, he applied for a sewer extension. It was deemed unnecessary to have a survey since the majority of the homeowners wanted the extension and the majority being Mr. Ashkar himself.

Mr. Regan made a motion to have the City Engineer draw up plans for an extension to be submitted to the Common Council for a public hearing. Seconded by Mr. Setaro. Motion carried unanimously.

Respectfully submitted,

MICHAEL FALZONE, Chairman

CHRISTOPHER C. SETARO

ARTHUR D. REGAN



34

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

July 2, 1991

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

Re: Request for Sewer Extension - 32-32 $\frac{1}{2}$ Padanaram Avenue

The Common Council Committee appointed to review a request for sewer extension at 32-32 $\frac{1}{2}$ Padanaram Avenue met on June 5, 1991 at 7:15 P.M. in Room 432 in City Hall. In attendance were committee members Falzone, Setaro and Regan. Also in attendance were Superintendent of Public Utilities William Buckley, City Engineer Jack Schweitzer and Mr. and Mrs. John Ashkar.

Mr. Falzone stated that the Planning Commission in its letter dated May 20, 1991 gave a positive recommendation. Mr. Ashkar stated that the line in front of his house is now privately owned and needs to be replaced because of seepage from the pipe which runs into his basement. The Health Department has been called and has ordered him to fix the pipe. Since there are only three people who live on this road with Mr. Ashkar owning two of the properties, he applied for a sewer extension. It was deemed unnecessary to have a survey since the majority of the homeowners wanted the extension and the majority being Mr. Ashkar himself.

Mr. Regan made a motion to have the City Engineer draw up plans for an extension to be submitted to the Common Council for a public hearing. Seconded by Mr. Setaro. Motion carried unanimously.

Respectfully submitted,

MICHAEL FALZONE, Chairman

CHRISTOPHER C. SETARO

ARTHUR D. REGAN



25

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

July 2, 1991

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

Re: Request for Sewer and Water Extension - Danbury Municipal Airport

The Common Council Committee appointed to review the request for Sewer and Water Extension at the Danbury Municipal Airport met on June 12, 1991 at 7:30 P.M. in the Fourth Floor Lobby in City Hall. In attendance were committee members Farah, Charles and Boughton. Also attending was City Engineer Jack Schweitzer, Superintendent of Public Utilities William Buckley and Airport Administrator Paul Estefan.

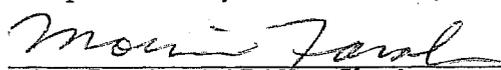
Mr. Estefan explained the need for a sewer line to connect the airport control tower and the future new terminal which is yet to be built. The net cost to the City is \$5,600. Mr. Boughton questioned the amount and the source of funding. Mr. Estefan commented that the City will have to bear the cost. Mr. Boughton moved to recommend tabling the request to extend a sewer line to the control tower until external funding can be provided. Seconded by Mr. Charles. Motion carried unanimously.

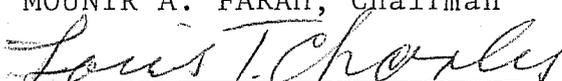
Mr. Boughton moved to recommend the approval of the extension to the maintenance building and the sadler building which are covered in a Federal grant subject to the regular eight steps. However, the sewer line at the maintenance building will require an additional ninth step stipulating that the cost of repair and maintenance of the sewer service connection be covered under the airport budget. Seconded by Mr. Charles. Motion carried unanimously.

Mr. Boughton then moved to recommend that the application for a water line connecting the tower and the future terminal be approved subject to the eight steps provided that the fund for the eight inch line comes out of the airport escrow account. Seconded by Mr. Charles and carried unanimously.


DONALD BOUGHTON

Respectfully submitted,


MOUNIR A. FARAH, Chairman


LOUIS T. CHARLES



CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

July 2, 1991

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

Re: Request for Sewer and Water Extension - Danbury Municipal Airport

The Common Council Committee appointed to review the request for Sewer and Water Extension at the Danbury Municipal Airport met on June 12, 1991 at 7:30 P.M. in the Fourth Floor Lobby in City Hall. In attendance were committee members Farah, Charles and Boughton. Also attending was City Engineer Jack Schweitzer, Superintendent of Public Utilities William Buckley and Airport Administrator Paul Estefan.

Mr. Estefan explained that need for a sewer line to connect the airport control tower and the future new terminal which is yet to be built. The net cost to the City is \$5,600. Mr. Boughton questioned the amount and the source of funding. Mr. Estefan commented that the City will have to bear the cost. Mr. Boughton moved to recommend tabling the request to extend a sewer line to the control tower until external funding can be provided. Seconded by Mr. Charles. Motion carried unanimously.

Mr. Boughton moved to recommend the approval of the extension to the maintenance building and the sadler building which are covered in a Federal grant subject to the regular eight steps. However, the sewer line at the maintenance building will require an additional ninth step stipulating that the cost of repair and maintenance of the sewer service connection be covered under the airport budget. Seconded by Mr. Charles. Motion carried unanimously.

Mr. Boughton then moved to recommend that the application for a water line connecting the tower and the future terminal be approved subject to the eight steps provided that the fund for the eight inch line comes out of the airport escrow account. Seconded by Mr. Charles and carried unanimously.

Respectfully submitted,

DONALD BOUGHTON

MOUNIR A. FARAH, Chairman

LOUIS T. CHARLES

25

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

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



38

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

July 2, 1991

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

Re: Review of DePalma Subdivision

The Common Council Committee appointed to review the DePalma Subdivision's request for an extension of the time limit met on June 12, 1991 at 8:00 P.M. in City Hall. Present were committee members Farah, Charles and Boughton. Also in attendance were City Engineer Jack Schweitzer and Superintendent of Public Utilities William Buckley.

Mr. Buckley explained that the petitioner is requesting an extension of time for a sewer extension project.

Mr. Boughton moved to grant an extension of eighteen (18) months from this date. Seconded by Mr. Charles. Motion carried unanimously.

Respectfully submitted,

MOUNIR A. FARAH, Chairman

LOUIS T. CHARLES

DONALD BOUGHTON



36

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

July 2, 1991

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

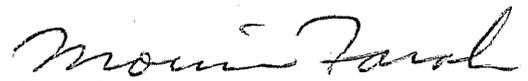
Re: Review of DePalma Subdivision

The Common Council Committee appointed to review the DePalma Subdivision's request for an extension of the time limit met on June 12, 1991 at 8:00 P.M. in City Hall. Present were committee members Farah, Charles and Boughton. Also in attendance were City Engineer Jack Schweitzer and Superintendent of Public Utilities William Buckley.

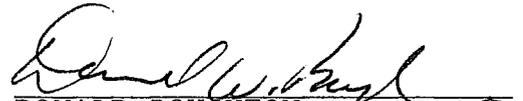
Mr. Buckley explained that the petitioner is requesting an extension of time for a sewer extension project.

Mr. Boughton moved to grant an extension of eighteen (18) months from this date. Seconded by Mr. Charles. Motion carried unanimously.

Respectfully submitted,


MOUNIR A. FARAH, Chairman


LOUIS T. CHARLES


DONALD BOUGHTON



37

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

July 2, 1991

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

Re: Request for Land Swap on Mountainville Avenue

The Common Council Committee appointed to review a request for a land swap on Mountainville Avenue met on June 12, 1991 at 7:00 P.M. in the Fourth Floor Lobby in City Hall. In attendance were committee members Farah and Smith. Council Member Regan could not attend due to a prior commitment. Also in attendance was Heidi Tolo of the Planning Department

This was the second meeting that the committee has held for discussing this request. The first meeting was attended by Dennis Elpern, the City Planning Director and Acting Corporation Counsel Eric Gottschalk and Mr. and Mrs. Stanley Bernstein, the petitioners.

After reviewed the request and discussing the matter, Mr. Smith moved that in consideration of the negative recommendation by the Planning Commission and the fact that a good part of the area is wetlands and unsuitable for the development that Mr. and Mrs. Bernstein had suggested, the committee recommends to the Common Council that it reject the request without prejudice. Seconded by Dr. Farah. Motion carried unanimously.

Respectfully submitted,

MOUNIR A. FARAH, Chairman

ARTHUR D. REGAN

STANFORD SMITH

24 April

Sarah
Smith
Regan

37



CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

PLANNING COMMISSION
(203) 797-4526

April 18, 1991

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

Re: 8-24 Referral - Stanley Bernstein - Land Swap on
Mountainville Road

Dear Council Members:

The Planning Commission at its meeting April 17, 1991
motioned a negative recommendation for request of Stanley
Bernstein to swap land on Mountainville Road for the
reasons stated in the attached report.

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 (psc)
Chairman

R 4/25/
7:30

TO Jimmotta Samaha

Please along with other Reports

37

STANLEY BERNSTEIN POLY-POL CORP - MOUNTAINVILLE LAND SWAP

Object: Mr. Bernstein wants to swap an approximately 4-acre parcel of land for a sufficient amount of City-owned property along Mountainville Avenue to build "two or three" houses.

Situation:

He presently owns two parcels of land in that vicinity.

Lot J16019 - A .21 acre tract which we understand he would retain and obtain the necessary permits for constructing a house.

Lot J16020 - The 3.96 acre tract which he wants to swap.

The City's land is part of Rogers Park. The area of land he desires is in close proximity to the location of the Ives House. The Board of Directors for the Museum have plans to further develop the area around the Ives House for parking. The confines of the parking would probably be limited by a swale located 50 - 60 feet to the south of the house; that area would probably be sufficient for the parking needs of the Ives House. This leaves an area approximately 100 feet in length to the south of the Ives House site which won't be developed by the museum.

Concerns:

The area of City land left to be swapped is presently forested with trees and other vegetation. It creates a nice visual buffer between the Rogers Park and the residential neighborhood to the south of the area. There are development constraints on the City land available for the swap:

The local Wetlands map and Fairfield County Soils Report indicate a sizable amount of the 3b-type soil (wetlands) in the area.

Due to Mountainville Road being classified as an arterial road, no accessways would be allowed to serve any lots. Being in an RA-20 zone, each lot would have to have 20,000 square feet of area, 50-foot road frontage, and sufficient area to contain a 100-foot square. The available City land would yield only one lot which would meet these basic criteria.

The land Mr. Bernstein wishes to swap (J16020) also appears to contain limited development potential. The parcel also apparently contains a good amount of wetlands. The parcel is landlocked with the only access available being by easement through his front parcel (J16019). As it does not front on a City road it cannot be subdivided and only one dwelling would be allowed per zoning. This land does not pose to have any further value to the City other than being added to the Rogers Park as additional open space.

Recommendation:

The City land serves a useful and aesthetic purpose as wetlands. Development of this parcel could do irreparable harm to the wetlands. However, if the City does wish to proceed with consideration of this swap, it is recommended at the very minimum that a soils test be conducted of the entire area to be swapped and also that additional details be provided by Mr. Bernstein of his proposal so that a better evaluation can be performed.



37

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

July 2, 1991

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

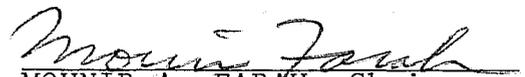
Re: Request for Land Swap on Mountainville Avenue

The Common Council Committee appointed to review a request for a land swap on Mountainville Avenue met on June 12, 1991 at 7:00 P.M. in the Fourth Floor Lobby in City Hall. In attendance were committee members Farah and Smith. Council Member Regan could not attend due to a prior commitment. Also in attendance was Heidi Tolo of the Planning Department.

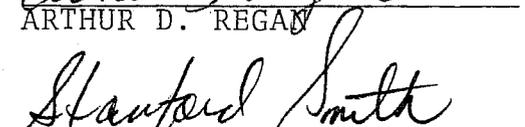
This was the second meeting that the committee has held for discussing this request. The first meeting was attended by Dennis Elpern, the City Planning Director and Acting Corporation Counsel Eric Gottschalk and Mr. and Mrs. Stanley Bernstein, the petitioners.

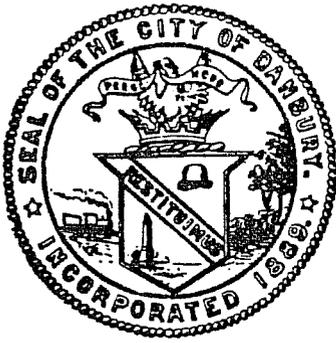
After reviewing the request and discussing the matter, Mr. Smith moved that in consideration of the negative recommendation by the Planning Commission and the fact that a good part of the area is wetlands and unsuitable for the development that Mr. and Mrs. Bernstein had suggested, the committee recommends to the Common Council that it reject the request without prejudice. Seconded by Dr. Farah. Motion carried unanimously.

Respectfully submitted,


MOUNIR A. FARAH, Chairman


ARTHUR D. REGAN


STANFORD SMITH



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the undertaking of sewer and water extensions on Lombardi Street and Short Street is deemed to be in the best interests of the City of Danbury; and

WHEREAS, the above-referenced project requires that the City of Danbury acquire interests in and to real property as hereinafter set forth; and

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

NOW, THEREFORE, BE IT RESOLVED 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 against the following named property owner(s), their successors and assigns and their respective mortgage holders and encumbrancers, if any:

Property Acquisition

BELMONT REALTY CORPORATION

Lombardi Street and Short Street, Danbury, Connecticut as shown and described on SCHEDULE A attached hereto.

July 2, 1991

Page 1 of 2

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

RE: RESPONSE TO AGENDA ITEM #23

The following is to assure that the Corporation Counsel's preliminary response in Item #23 today does not result in an emphasis that was not intended in my inquiry at the June Common Council Meeting - Agenda Item #21.

State law allows for the DEP commissioner to issue a municipality an order to abate pollution if he finds that a community pollution problem can "reasonably" be anticipated in the future. However, it is not reasonable for the state to allow a community to develop an area for the exclusive purpose of attracting businesses and increasing the tax base, thereby threatening pollution problems which do not now exist even in initial stages, and then to reward such behavior by pressuring a neighboring municipality to provide capacity, invoking the rationalization of "due regard to regional factors" : it is not reasonable to confuse economic factors with environmental factors.

We see those communities that plan for tomorrow and those that seek a good business deal for today. And it is commonly understood that the heart of business is profit, financial advantage, economic gain.

The point I was trying to make in my inquiry last month was not that Danbury would profit from selling capacity in its wastewater treatment plant but rather that neighboring communities and communities that neighbor them would attract businesses and improve their tax base which would be to their financial advantage: they would profit. On the otherhand, while the City of Danbury might initially experience a perceptible drop in sewer fees due to the economies of scale associated with the increased number of users, the City of Danbury will suffer the long term financial disadvantage of bearing the brunt of this region's affordable housing concerns. The simple fact is that the inner city of Danbury, on the basis of the availability of infrastructure, will be pressured by the state and used for high density housing developments whereas neighboring communities will discriminate in favor of locating connecting sewer lines in areas exclusively zoned light industrial/commercial thereby precluding their use for affordable housing and consequently shifting the burden of regional

housing problems onto the City of Danbury: the simple fact is that the suburbs' regional solutions translate to urban problems; and so a sophisticated form of discrimination rides in the Trojan horse of environmental protection.

As I publically declared to Simon Mobarak (DEP) at the October 3, 1989, Common Council Meeting, I simply state again tonite: I do not appreciate the DEP considering Danbury as the waste centroid of this region. While in the case of a real, imminent environmental threat the state has the right to intervene, the state also has the responsibility to require other communities to build their own infrastructure. If these communities desire future financial development which would require a wastewater treatment facility, then let them build for their future. For them to pump uphill to the City of Danbury does not make sense but will make dollars and will create a two-tiered society.

We are all well aware by now that the City of Danbury went defensive to avoid confiscation by the state based on environmental factors. However, it is not reasonable for the City of Danbury to allow itself to feel pressured by the state to provide a solution to an avoidable situation which a neighboring community promotes for its own financial gain. And it is not reasonable for the City of Danbury to consequently assume the social burden of the region and ironically contribute to the flight of its own vulnerable industrial base. The City of Danbury has a right to balanced urban development and has an obligation to defend itself against all threats to its future well-being. (How easy it is to tell our youth to just say no.) If we acquiesce, I predict that Danbury will not for long escape the fate of other major cities in this state.

I realize that the Corporation Counsel is waiting for a response from the DEP before he gives you his main report. When you receive his main report consider the long term ramifications and legislate accordingly. You have the opportunity now to be proactive for the balanced urban development of the City of Danbury. It will be too late when, for possible example, the state feels free to confiscate capacity in the City of Danbury's wastewater treatment plant to handle groundwater problems west of the Housatonic River north of Brookfield.

My emphasis is not the quantity of money that the City of Danbury has or has not received in the past but the quality of life that the City of Danbury will have for those of us who will live here in the future.

Thank you.

Ronald Blonski
18 GILFILLING AVE.
DANBURY, CONN.

L E A S E

THIS INDENTURE, made by and between STEVEN M. OLIVO, TRUSTEE, of the City of Danbury, County of Fairfield and State of Connecticut, hereinafter referred to as LESSOR, and CITY OF DANBURY, HEALTH DEPARTMENT, of the City of Danbury, County of Fairfield, and State of Connecticut, hereinafter referred to as LESSEE.

W I T N E S S E T H:

1. PREMISES: LESSOR has leased and does hereby lease to said LESSEE the following described premises situated in the City of Danbury, to wit: Two (2) rooms consisting of approximately 400 square feet on the first floor (left) East Office in the building known as 20 West Street, Danbury, Connecticut.

The LESSEE may also have non-exclusive use of a common bathroom located on the first floor of said building.

2. TERM: The term of this agreement shall begin on JUNE 1, 1991 and end at midnight on FEBRUARY 28, 1993.

3. RENT: LESSEE agrees to pay LESSOR, without demand rent as follows: ONE (\$1.00) DOLLAR and other valuable consideration.

4. UTILITIES AND SERVICES: The LESSOR shall not be required to furnish any service to the leased premises, except cold water and sewer. The LESSEE shall pay all charges for gas, electricity, light, heat, power, garbage, snow removal and other services used in or about or supplied to the leased property, and shall indemnify the LESSOR against any liability on such account. The LESSEE agrees to maintain the heat in the leased premises at a reasonable level so as to prevent damage to the structural plumbing and heating systems, foundations, and walls of the building, and any damage to same caused by the LESSEE'S failure to provide adequate heat, shall be repaired at the LESSEE'S expense.

In the event the LESSOR installs a separate water meter for the leased premises, the LESSEE will be responsible for payment of all water and sewer use to the leased premises.

It is LESSEE'S sole responsibility, at its sole expense, to remove and properly dispose of, as often as is needed or as required by law, all hazardous waste and all medical waste from the demised premises. LESSEE agrees to take all measures

necessary to insure that said medical waste does not in any way contaminate the demised premises or any other portion of the building or property in which the demised premises is located. LESSEE agrees that LESSOR shall not be liable for any injury or property damage and it will at all times indemnify LESSOR and save him harmless from any and all claims for any injury or damage resulting therefrom.

5. USE OF PREMISES: LESSEE agrees to use the leased premises*as Administrative Offices for a Division of the Health Department. Any other unrelated use is prohibited without the written approval of the LESSOR. LESSEE will not allow for an unreasonable length of time any debris, belonging to said LESSEE, to remain in the leased premises or in any "common areas", and it will remove from the LESSOR'S premises all debris to a proper place of disposal. The LESSEE agrees to obtain all zoning, health or other governmental permits required in connection with this Lease in general or the specific use contemplated by the LESSEE. The LESSOR makes no representation as to the compliance of the use with any governmental regulation. This Lease shall remain in full force and effect and shall be binding on the parties in the event of any enforcement action by any governmental agency arising out of the LESSEE'S use of the premises.

6. CONDITION OF PREMISES: (a) LESSEE represents that it has examined the premises and agrees to accept the premises AS IS. In the event the LESSEE wants to make any renovations on the premises, the LESSEE shall first submit plans of such renovations to the LESSOR for LESSOR'S approval. No such renovations shall be made without LESSOR'S approval, which approval shall not be unreasonably withheld. LESSOR'S approval may be conditioned upon the posting of a performance bond or obtaining of insurance or any other reasonable condition. Throughout the terms of this Lease and for so long as LESSEE or its assigns shall occupy said premises, LESSEE at its sole expense, shall keep the leased premises as now or hereafter constituted in good condition and shall make all repairs, replacements, and renewals ordinary and extraordinary necessary to maintain the leased property and all appliances and appurtenances belonging thereto. Said repairs and replacements shall include, but not be limited to heating, electrical and plumbing fixtures within the leased premises and used exclusively by the leased premises. All repairs, replacements, and renewals shall be at least equal in quality of workmanship and materials to that existing in the leased premises at this

*for all program services and

date. LESSEE shall indemnify LESSOR against all costs, expenses, liabilities, losses, damages, suits, fines, penalties, claims, and demands, including reasonable attorney's fees, because of LESSEE'S failure to comply with the foregoing.

LESSOR shall in no event be required to make any repair, alteration or improvement to the leased premises except for: structural plumbing and electrical systems, foundations, exterior walls and roof of the building, hallways, lobby, and "common areas" of the building, provided damage to same has not been caused by the LESSEE in which case such repairs shall be made at LESSEE'S expense.

The necessity for and adequacy of repairs, replacements and renewals to the leased premises shall be measured by the standard which is appropriate for improvements of similar construction and class, provided that LESSEE shall in any event make all repairs necessary to comply with the building, health, and fire codes of the City of Danbury, Connecticut.

(b) Upon the last day or sooner termination of the term hereof, LESSEE shall surrender to LESSOR the leased premises in broom clean condition. All erections, alterations, additions and improvements, whether temporary or permanent in character, which may be made upon the premises, either by the LESSOR or the LESSEE, except furniture and movable trade fixtures shall be surrendered with the premises as a part thereof upon the termination of this Lease without compensation to the LESSEE.

7. ASSIGNMENT: The LESSEE shall not assign, mortgage, or encumber this Lease in whole or in part, or subject all or any part of the demised premises to a sublease without the prior written consent of LESSOR, which consent shall not be unreasonably withheld. The consent by LESSOR to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. This prohibition against assigning or subletting shall be construed to include a prohibition against assigning or subletting by operation of law. If this Lease be assigned or if the demised premises or any part thereof be occupied by anybody other than LESSEE, LESSOR may collect rent from the assignee, or occupant and apply the net amount collected to the rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of this provision or the acceptance of the assignee, undertenant or occupant as LESSEE, or as a release of LESSEE from the further performance by LESSEE of the provisions on its part

to be observed or performed herein. Notwithstanding any assignment or sublease, LESSEE shall remain fully liable and shall not be released from performing any of the terms of this Lease. If LESSEE is a corporation and if any transfer, sale, pledge, or other disposition of the common stock shall occur, or power to vote the majority of the outstanding capital stock be changed, then LESSEE shall so notify LESSOR and LESSOR shall have the right, at its option, to terminate this Lease upon Five (5) days notice to LESSEE.

In the event LESSEE requests LESSOR'S consent to such assignment or sublease, LESSEE agrees to pay all of LESSOR'S expenses connected therewith, including, but not limited to broker's fees for investigation of prospective new tenants and attorney's fees for preparation and review of necessary documents.

8. FIRE AND EXTENDED COVERAGE INSURANCE: During the term of this Lease and extension thereof, the LESSOR at its own cost and expense shall keep the building and improvements thereon insured against loss or damage by fire and extended coverage. If the leased premises are totally destroyed by fire or other casualty during the term herein then and in that event, by virtue of its express stipulation, the Lease shall cease and terminate.

In the event that the premises are partially destroyed by fire or other casualty during the term herein, which partial casualty affects the enjoyment and occupancy of the leased premises, then and in that event the LESSEE shall give immediate written notice to the LESSOR. If said partial destruction or casualty shall amount to less than Twenty-Five (25%) per cent of the leased improvements, then and in that event, the LESSOR shall cause the leased premises to be repaired as speedily as possible. The LESSEE'S obligation to pay rent shall abate in direct proportion to that portion of the premises destroyed as related to the whole of the leased premises.

In the event that the partial destruction or casualty to the leased premises is more than Twenty-Five (25%) per cent, then and in that event, the LESSOR in its sole and separate discretion shall determine whether or not to cause the repair and rehabilitation of the leased premises. In the event that the LESSOR decides not to rehabilitate and repair the subject premises, then and in that event, this Lease shall cease and be terminated.

Any fire insurance business loss insurance or other casualty insurance desired by LESSEE on trade fixtures,

inventory, or other property of the LESSEE on said premises shall be obtained at the LESSEE'S sole expense.

9. LIABILITY INSURANCE: During the term of this Lease LESSEE shall provide at its own expense liability insurance provided by any company licensed by the State of Connecticut which LESSEE shall choose. The limits of said insurance shall be at least Five Hundred Thousand (\$500,000.00) Dollars for an injury to or the death of one person and Five Hundred Thousand (\$500,000.00) Dollars for any injury to or the death of more than one person in any one occurrence. LESSEE shall provide LESSOR with a copy of said insurance policy with LESSOR named as an insured.

LESSOR may require periodic increases in the limits of said insurance in the event the cost of living measured by the increase in "The Consumer Price Index - U.S. City Average, All Urban Consumers, All Items (1982-1984=100)" increases more than Twenty-Five (25%) per cent during the term of this Lease.

10. LESSOR'S ACCESS: LESSEE agrees that LESSOR, his servants and agents, including representatives of the insurance company or companies carrying insurance on the building containing the leased premises, shall have the right to enter upon the said premises at any time for repairs to building or equipment or in an emergency or to take preventative measures to protect and preserve the property of the LESSOR.

11. INDEMNIFICATION: LESSEE agrees that LESSOR shall not be liable for any injury or damage to the property or business of LESSEE caused by water, steam, fire, gases, electricity, or the elements. LESSEE does further agree that, excepting for damages or injuries due to LESSOR'S negligence, it will at all times indemnify LESSOR and save him harmless from any and all claims for injury or damage sustained upon the leased premises to the person or property of any person other than the LESSEE.

12. CONDEMNATION: In the event of a condemnation of the premises, which shall include a taking of all or a substantial part of the building on the premises, this Lease shall, at the option of either party, terminate upon the completion of such taking. The rent shall be apportioned as of that date. The condemnation award shall belong solely to the LESSOR. LESSEE shall be entitled to relocation costs, if any, provided said costs may be separately determined as an element of the award and not included in the determination of the value of the interest of

the LESSOR in the leased premises. In the event of a partial taking of the premises in such manner that the LESSEE, or its sublessees or assigns, is able to continue without substantial modification the operation then being conducted on the leased premises, then this Lease shall remain in full force and effect. Any award for partial taking shall belong solely to the LESSOR. Nothing herein shall be construed to deprive LESSEE of its rights upon condemnation as set forth in Connecticut General Statutes.

13. SUBORDINATION: This Lease shall be automatically subordinated to any future mortgage or mortgages given on said premises by the LESSOR. The LESSEE agrees at the request of the LESSOR to execute any further papers or documents which the LESSOR or mortgagee deems necessary to effectuate such subordination, provided that same be done at no cost and expense to LESSEE and further provided that said subordination should not in any way affect the terms, conditions, liabilities or rights of the parties in and to this Lease and that the lending institution will not disturb the possession of the LESSEE as long as the LESSEE performs its obligation under the terms of the Lease.

14. DEFAULT: (a) If the LESSEE shall be in default in the payment of rent, and if such default shall continue for Ten (10) days, the LESSOR may, immediately, without notice, terminate this Lease and repossess the leased premises. If the LESSEE shall be in default in the performance of any other covenant or condition herein contained, and if such default shall continue for Ten (10) days after the sending by LESSOR to the LESSEE of a written notice from the LESSOR specifying such default, then LESSOR may at its option, upon Ten (10) days' written notice by registered or certified mail of its intention so to do, terminate this Lease and repossess the leased premises unless LESSEE shall in the meantime remedy such default. If LESSEE is adjudicated a bankrupt or makes an assignment for the benefit of creditors or has a receiver of its property appointed, then, LESSOR may immediately without notice terminate this Lease and repossess the leased premises. Whenever this Lease terminates, either by lapse of time or by virtue of the stipulation herein, LESSEE waives all right to any notice to quit possession as prescribed by the statutes relating to Summary Process.

(b) At any time after any such expiration the LESSOR may relet the leased premises or any part thereof, for such term and on such conditions as the LESSOR, in his sole discretion, may determine, and may collect and receive the rent therefor. The

LESSOR shall in no way be responsible or liable for any failure to relet the leased premises or any part thereof, or for any failure to collect any rent due upon any such reletting. No such expiration of this Lease shall relieve LESSEE of its liability and obligations under this Lease, and such liability and obligations shall survive any such expiration. In the event of any such expiration, whether or not the leased premises or any part thereof shall have been relet, LESSEE shall pay to LESSOR the rent and any additional rent required to be paid by the LESSEE up to the time of such expiration, and thereafter the LESSEE, until the end of what would have been the term of this Lease in the absence of such expiration shall be liable to the LESSOR for, and shall pay to the LESSOR, as and for liquidated and agreed current damages for the LESSEE'S default:

The equivalent of the amount of the rent and additional rent which would be payable under this Lease by the LESSEE if this Lease were still in effect, less the net proceeds of any reletting effected pursuant to the provisions hereof, after deducting all the LESSOR'S expense in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, legal expenses, reasonable counsel fees, alteration costs and expenses of preparation for such reletting. LESSEE shall pay the result of said calculation to LESSOR on the first day of each month during the remainder of the term of this Lease.

15. QUIET ENJOYMENT: LESSOR covenants with the LESSEE that he has good right to lease said premises in the manner aforesaid, and he will permit the LESSEE, upon LESSEE'S keeping all the covenants on its part as herein contained, to occupy, possess and enjoy said premises during the term aforesaid, without hindrance or molestation from the LESSOR or any other person claiming by, from or under him.

16. NOTICES: Any notice or notice provided for in this agreement must be in writing and may be personally served upon the party or parties to receive such notice either within or without the State of Connecticut, or may be deposited in the United States Mail, postage fully prepaid, in a registered or certified envelope addressed to the party or parties to be served at the following addresses, to wit:

TO LESSOR: STEVEN M. OLIVO, TRUSTEE
66 West Street
Danbury, Connecticut 06810

TO LESSEE: CITY OF DANBURY, HEALTH DEPARTMENT
20 West Street
Danbury, Connecticut 06810

17. CHANGE OF ADDRESS: The persons and places to which notices are to be mailed may be changed from time to time by LESSOR or LESSEE upon written notice to the other.

18. SHORT FORM: Either party may request the other to execute a memorandum of lease suitable for recording containing the information required by Section 47-19 of the Connecticut General Statutes (Rev.1958) but specifically excepting the rental provisions hereof.

19. INTERPRETATION: In construing this Lease, the singular shall include the plural and the plural the singular, and the masculine gender shall include the neuter gender, and vice versa, as the context may require.

20. GLASS INSURANCE: The LESSEE further agrees to keep the glass and windows of the leased premises adequately insured at its own expense so as to indemnify the LESSOR against loss caused by breakage or injury of such glass and windows, or to assure the replacement of such breakage without cost to the LESSOR.

21. SIGNS: The LESSEE, at its own cost and expense, may place and maintain in, on and about the leased premises such neat appropriate signs advertising its business only after written approval by the LESSOR. Upon the termination of this Lease, the LESSEE shall remove all such signs and repair any damage to the leased premises caused by the erection, maintenance, or removal of such signs.

The LESSOR hereby reserves the right to require signs of a uniform nature upon the exterior of the leased premises. The requirement of uniform signs may be applied at the option of the LESSOR to any or all tenants leasing premises within the building in question. The LESSOR hereby agrees to give the LESSEE written notice of minimum of Sixty (60) days prior to the time that such uniform sign must be in place. Notice by LESSOR shall include a description of such uniform sign and the date that such uniform sign must be in place. Upon such notice, the LESSEE hereby agrees to remove all of the existing signs advertising its business and repair any damage to the leased premises caused by the erection, maintenance, or removal of such signs. The cost and expense of the construction, erection, and maintenance of any uniform sign required under this Paragraph shall be the sole obligation of the LESSEE.

In any event, it is LESSEE'S sole responsibility to insure that any sign placed on or about the leased premises must be in compliance with all applicable governmental laws, codes or regulations. LESSOR, by his approval, make no representation of the sign's compliance with applicable governmental regulation.

22. CAPTIONS: The captions of this agreement are inserted for convenience in reference only and do not constitute a part of this agreement and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

23. SUCCESSORS: This Lease shall be binding upon the parties hereto, and the respective successors, assigns, heirs, and legal representatives of the parties hereto.

24. MODIFICATION: This Lease contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties. If any term or provision of this Lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease shall be valid and be enforced to the fullest extent permitted by law.

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 _____, 1991.

Signed, Sealed and Delivered
in presence of:

STEVEN M. OLIVO, TRUSTEE - LESSOR

CITY OF DANBURY, HEALTH DEPARTMENT
LESSEE

BY: _____

Its

STATE OF CONNECTICUT)
) ss: City of Danbury
COUNTY OF FAIRFIELD)

On this. day of , 1991, before me, the undersigned officer, personally appeared STEVEN M. OLIVO, TRUSTEE, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

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

Notary Public
My Commission Expires:

STATE OF CONNECTICUT)
) ss: City of Danbury
COUNTY OF FAIRFIELD)

On this day of , 1991, before me, the undersigned officer, personally appeared who acknowledged himself to be the of CITY OF DANBURY, HEALTH DEPARTMENT, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of CITY OF DANBURY, HEALTH DEPARTMENT by himself as

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

Commissioner of the Superior Court
Notary Public
My Commission Expires:

32

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		
BERNARD 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		✓
	11 yes	5 no