

COMMON COUNCIL MEETING

SEPTEMBER 4, 1991

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

PLEDGE OF ALLEGIANCE

PRAYER

ROLL CALL

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

_____ Present _____ Absent.

PUBLIC SPEAKING SESSION

CONSENT CALENDAR - The Consent Calendar was

MINUTES - Minutes of the Common Council Meeting held on Aug.7, 1991

The Minutes were

✓ 01

ORDINANCE - Article III - Police Officers.

The Ordinance was

✓ 02

ORDINANCE - Amendment of Connecticut Basic Building Code.

The Ordinance was

✓ 03

RESOLUTION - Installation of Traffic Control Signal - Rt.53 & Shelter Rock Road.

The Resolution was

✓ 04

RESOLUTION - State Payment-In-Lieu-Of-Taxes - PILOT PROGRAM

The Resolution was

✓ 05

RESOLUTION - Tax Abatement Contract with Beaver Street Apartments.

The Resolution was

✓ 06

RESOLUTION - Drainage Easements Wibling/South King Street.

The Resolution was

- ✓ 07 RESOLUTION - WIC Grant

The Resolution was

- ✓ 08 RESOLUTION - Airport Master Plan

The Resolution was

- ✓ 09 RESOLUTION & CERTIFICATION - New Snow Removal Equipment Storage
and Maintenance Building.

The Resolution was

- ✓ 10 RESOLUTION & CERTIFICATION - Airport Improvements.

The Resolution was

- ✓ 11 LEASE - Lease between City of Danbury and Danbury Music Centre.

The Lease was

- ✓ 12 COMMUNICATION - Reappointment to Richter Park Authority.

The Communication was

- ✓ 12-1 COMMUNICATION - Reappointment to the Equal Rights & Opportunities
Commission.

The Communication was

- ✓ 13 COMMUNICATION - Property for sale - corner of Main & Boughton St.

The Communication was

- ✓ 14 COMMUNICATION - Seahorse Aviation Lease.

The Lease was

- ✓ 15 COMMUNICATION - Grant - Narcotics Task Force

The Communication was

- ✓ 16 COMMUNICATION - License Agreement between Wibling Properties and
City of Danbury re: Placement of a Chain Link
Fence.

The Communication was

- ✓ 17 COMMUNICATION - Utilization of Danbury Housing Partnership Fund.

The Communication was

- ✓ 18 COMMUNICATION & CERTIFICATION - Water Fund Transfers.

The Communication was

✓ 19 COMMUNICATION - Petition to change name of cul de sac portion of Grammar School Drive to Woodstone Court.

The Communication was

✓ 20 COMMUNICATION - Donation of an Industrial Collectible.

The Communication was

✓ 21 COMMUNICATION - Request of Third Street Residents for installation of sewer service.

The Communication was

✓ 22 COMMUNICATION - Report from Planning Commission regarding request by Robert McNamara to purchase City Property North of Bear Mountain Reservation.

The Communication was

DEPARTMENT REPORTS

✓ 23
Engineering Dept. Parks & Recreation
Highway Dept. Health & Housing Dept.
Public Building Dept. Fire Marshal
Fire Chief
Dept. of Elderly Services

The Reports were

AD HOC COMMITTEE REPORTS

✓ 24 REPORT & RESOLUTION - Proposed Acquisition of Property off Spruce Mountain Road.

The Report was & Resolution was

✓ 25 REPORT - Revision of Board of Education 1990-1991 State & Federal Budget.

The Report was

✓ 26 REPORT - Tarrywile Park Lease

The Report was

✓ 27 PROGRESS REPORT - Joint Committee with the Aviation Commission Re: Leasing Procedures.

The Report was

✓ 28 REPORT - Joint Committee with the Aviation Commission Re: Leasing Procedures.

The Report was

✓ 29 REPORT & CERTIFICATION - Request for Funds for OSHA Required Medical Exams for Volunteer Firefighters.

The Report was

✓30 REPORT & ORDINANCE - Additional Exemption for Veterans and Spouses of low and moderate income.

The Report was _____ and Ordinance was _____

✓31 REPORT & ORDINANCE - Waiver of Property Tax under \$5.00.

The Report was _____ and Ordinance was _____

✓32 REPORT & ORDINANCE - Article VI - Purchasing.

The Report was _____ and Ordinance was _____

✓33 REPORT Re: Petitions from residents of Holly St. Ext.

The Report was _____

✓34 REPORT Re: Proposed Sanitary Sewer - Mill Plain Rd.

The Report was _____

✓35 REPORT Re: Repeal of various sections of the Code of Ordinances.

The Report was _____ and the Ordinance was _____

✓36 REPORT - City Owned Land & Bear Mountain Reservation.

The Report was _____

✓37 REPORT - Conveyance of South St. Property (Moniz).

The Report was _____

✓38 REPORT - Danbury Recycling Center - Non-resident use.

The Report was _____

✓39 RESOLUTION - Grant Application to the Commissioner of Human Resources Re: Before & After School Child Care Program.

The Resolution was _____

✓40 COMMUNICATION - Ronald Whelan - New England Aircraft.

The Communication was _____

There being no further business to come before the Common Council, a motion was made by Mallo & seconded by Charles for the meeting to be adjourned at 8:30 O'Clock P.M.

CONSENT CALENDAR

COMMON COUNCIL MEETING - SEPTEMBER 4, 1991

- 04 - Resolution - State Payment-In-Lieu-Of-Taxes. - Pilot Program.
- 05 - Resolution - Tax Abatement Contract with Beaver St. Apartments.
- 06 - Resolution - Drainage Easements Wibling/South King St.
- 07 - Resolution - W.I.C. Grant
- 08 - Resolution - Airport Master Plan
- 09 - Resolution & Certification - New Snow removal equipment storage & Maintenance Building.
- 10 - Resolution & Certification - Airport Improvements
- 12 - Communication - Reappointment to Richter Park Authority.
- 12-1 - Reappointment to the Equal Rights & Opportunities Commission.
- 15 - Communication - Grant - Narcotics Task Force.
- 16 - Communication - License Agreement between Wibling Properties and City of Danbury re: Placement of Chain Link Fence.
- 17 - Communication - Utilization of Danbury Housing Partnership Fund.
- 18 - Communication & Certification - Water Fund Transfers.
- ~~22 - Communication - Report from Planning Commission re: request by Robert McNamara to purchase City Property North of Bear Mountain Reservation.~~
- 24 - Report & Resolution - Proposed Acquisition of Property off Spruce Mountain Road.
- 25 - Report - Revision of Board of Education 1990-1991 State & Federal Budget
- 26 - Report - Tarrywile Park Lease.
- 27 - Progress Report - Joint Committee with the Aviation Commission Re: Leasing Procedures.
- 28 - Report - Joint Committee with the Aviation Commission re: Leasing Procedures.
- 29 - Report & Certification - Request for funds for OSHA Required Medical Exams for Volunteer Firefighters.
- 30 - Report & Ordinance - Additional Exemption for Veterans & Spouses of Low & moderate income.
- 31 - Report & Ordinance - Waiver of property taxes under \$5.00
- 32 - Report & Ordinance - Article VI- Purchasing.
- 35 - Report - Repeal of various sections of Code of Ordinances
- ~~36 - Report - City Owned Land & Bear Mountain Reservation.~~
- 37 - Report - Conveyance of Parcel X.- South St. to Alvaro Moniz.
- 38 - Report - Danbury Recycling Center - Non-resident use.
- 39 - Resolution - Grant Application to the Commission of Human Resources Re: Before & After School Child Care Program.
- 40 - Communication - Ronald Whelan - New England Aircraft.



CITY OF DANBURY

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

August 27, 1991

PLEASE REPLY TO:

DANBURY, CT 06810

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

Re: Police Pension Ordinance

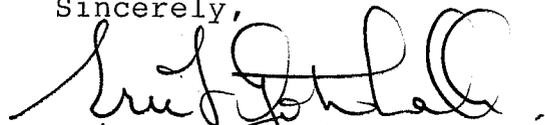
Dear Mayor and Council Members:

Over the past several years we have worked with members of the Finance, Personnel and Police Departments to develop a comprehensive police pension ordinance. Although the underlying negotiations and ultimate preparation of this ordinance were difficult at times, its adoption will best serve the interests of the City and the members of the three plans involved.

The proposed ordinance combines all of the provisions of the Pre-1967 and Post-1967 Plans as well as the provisions of the "new" 1983 Plan. Due to the fact that the existing ordinance covers only the Post-1967 Plan the changes that are incorporated in this draft are extensive. You will see that we have deviated from the custom of preparing a supplementary copy in which additions and deletions are specifically noted. After reviewing the material, we concluded that preparing a red lined copy would cause more confusion than it would avoid.

Please consider the adoption of this ordinance in the usual fashion.

Sincerely,



Eric L. Gottschalk
Acting Corporation Counsel

ELG:r

Attachment

c: Emanuel A. Merullo, Personnel Director
Dominic A. Setaro, Jr., Director of Finance
Officer John DiMone, President
Police Local 891, AFSCME, AFL-CIO



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CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

ENGINEERING DEPARTMENT
(203) 797-4641

August 26, 1991

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

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

Dear Common Council Members:

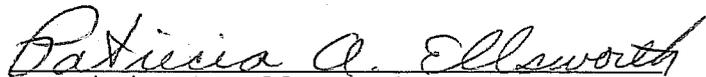
State Project Agreement
Installation of TRaffic Signal
Route 53 at Shelter Rock Road

The City has received from the State of Connecticut Department of Transportation an agreement relative to the installation of a new traffic signal at the intersection of Route 53 and Shelter Rock Road.

We hereby request that the Common Council authorize Mayor Gene F. Eriquez to execute this agreement with the State of Connecticut.

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

Very truly yours,


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

PAE/sd

c: Basil Friscia
Eric L. Gottschalk, Esq.
Nelson Macedo

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RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:



BE IT HEREBY RESOLVED THAT Gene F. Eriquez, Mayor, City of Danbury, City Hall, 155 Deer Hill Avenue, Danbury, Connecticut 06810, is authorized to execute Agreement No. 8.05-02(91) between the State of Connecticut and the City of Danbury for the installation of a traffic control signal at the intersection of Route 53 and Shelter Rock Road in the City of Danbury.

Housing Authority of the City of Danbury ^u

P.O. BOX 86
2 MILL RIDGE ROAD
DANBURY, CONNECTICUT 06813-0086
TEL: AREA CODE 203
744-2500
FAX: 797-1864

SAMUEL DEIBLER, CHAIRMAN
RICHARD J. KILCULLEN, VICE CHAIRMAN
ROBERT KOVACS, TREASURER
GLADYS McFARLAND
WILLIE L. BROWN

BERNARD FITZPATRICK, EXECUTIVE DIRECTOR

August 27, 1991

Mayor Gene Eriquez
City Hall
Deer Hill Avenue
Danbury, Connecticut

Dear Mayor Eriquez and Members of the Common Council:

Enclosed please find an application and supporting documentation for the Payment In Lieu Of Taxes (PILOT) Program from the State of Connecticut. Through this program the State of Connecticut reimburses cities and towns for State Moderate Rental housing within that municipality. Funds come directly to the City from the State of Connecticut.

This program has provided funds to the City of Danbury every year since 1968. The figures are provided to the Housing Authority by the Tax Assessor's Office, the Housing Authority furnishes the additional documentation and forwards the completed application to the State of Connecticut Department of Housing. A check is issued quarterly to the City from the Department of Housing.

I will be in attendance at the September Common Council meeting, if there are any questions that need to be clarified. As usual, thank you for your assistance.

Sincerely,



Bernard Fitzpatrick
Executive Director

RESOLUTION CONCERNING STATE PAYMENT-IN-LIEU-OF-TAXES

4

WHEREAS, pursuant to Chapters 128, 129, 130 and 133 of the Connecticut General Statutes, the Commissioner of Housing is authorized to extend financial assistance to Local Housing Authorities, Municipalities and Non-profit Corporations, and

WHEREAS, it is desirable and in the public interest that the City of Danbury make application to the State for financial assistance under Section 8-216b of the General Statutes in order to undertake a program of PAYMENT-IN-LIEU-OF-TAXES and, to execute an Assistance Agreement therefore;

COMMON

NOW, THEREFORE, BE IT RESOLVED BY THE ~~TOWN~~ COUNCIL OF THE City of Danbury

1. That it is cognizant of the conditions and prerequisites for State assistance imposed by Chapters 128, 129, 130 and 133 of the Connecticut General Statutes.
2. That the filing of an application by the City of Danbury in an amount not to exceed 256,609.86 is hereby approved and that the Mayor of the City of Danbury is hereby authorized and directed to execute and file such application with the Commissioner of Housing to provide such additional information, to execute such other documents as may be required by the Commissioner, to execute and Assistance Agreement with the State of Connecticut for State financial assistance if such an Agreement is offered, to execute any amendments, recisions and revisions thereto, and to act as the authorized representative of the City of Danbury.
3. That in consideration of said Assistance Agreement applicant does hereby waive any Payments-In-Lieu-Of-Taxes by the Housing Authority to the municipality under the provisions of Section 8-71 of the Connecticut General Statutes.
4. That the current established mill rate is 18.21 Mills and the current assessment is 14,091,700.
5. It is also resolved that any prior action taken by the (Title of Authorized Official of Agency) with respect to this Agreement is also approved.

CERTIFIED RESOLUTION

Certified a true copy of a resolution duly adopted by the Town _____ at a meeting of its _____ on _____ and which has not been rescinded or modified in any way whatsoever.

(SEAL)

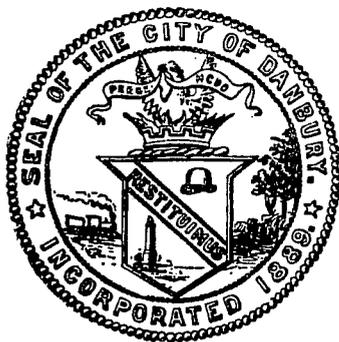
DATE

RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:



WHEREAS, pursuant to Chapters 128, 129, 130 and 133 of the Connecticut General Statutes, the Commissioner of Housing is authorized to extend financial assistance to local housing authorities, municipalities and non-profit corporations; and

WHEREAS, it is desirable and in the public interest that the City of Danbury make application to the State for financial assistance under Section 8-216b of the Connecticut General Statutes in order to undertake a program of PAYMENT-IN-LIEU-TAXES and to execute an Assistance Agreement therefor;

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

1. It is cognizant of the conditions and pre-requisites for State assistance imposed by Chapters 128, 129, 130 and 133 of the Connecticut General Statutes.
2. The filing of an application by the City of Danbury in an amount not to exceed \$256,609.86 is hereby approved and that the Mayor of the City of Danbury is hereby authorized and directed to execute and file such application with the Commissioner of Housing to provide such additional information, to execute such other documents as may be required by the Commissioner, to execute an Assistance Agreement with the State of Connecticut for State financial assistance if such an Agreement is offered, to execute any amendments, recisions and revisions thereto, and to act as the authorized representative of the City of Danbury.
3. In consideration of said Assistance Agreement applicant does hereby waive any Payments-In-Lieu-Of-Taxes by the Housing Authority to the City of Danbury under the provisions of Section 8-71 of the Connecticut General Statutes.
4. The current established mill rate is 18.21 Mills and the current assessment is \$14,091,700.
5. IT IS ALSO RESOLVED THAT any prior action taken by the Mayor of the City of Danbury with respect to this Agreement is also approved.



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

OFFICE OF THE TAX COLLECTOR
(203) 797-4541

CATHERINE A. SKURAT, C.C.M.C.
TAX COLLECTOR

August 27, 1991

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

Dear Mayor Eriquez & Council Members:

Attached please find a resolution for your approval for the Beaver Street Apartment Cooperative. This is project number 034-TA-1A1, and the abatement will be in the amount of \$31,500.00. This abatement, however is subject to State approval of funds for fiscal year 1991-1992.

Upon approval of this resolution, I will need the Mayor's signature on the application for reimbursement. If I can be of any further assistance, please let me know.

Sincerely,

Catherine A. Skurat, Tax Collector

Attachment:

cc: Eric Gottschalk, Acting Corporation Counsel

RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19



RESOLVED by the Common Council of the City of Danbury:

WHEREAS, it is desirable and in the public interest that the City of Danbury abate taxes under Section 8-215, Connecticut General Statutes, as amended, on the property owned by Beaver Street Apartments, Inc. located at Beaver Street and Rose Street in Danbury, known as Beaver Street Apartments; and

WHEREAS, the City of Danbury has approved abatement of up to 100% of the real property taxes on the subject proeprty by resolution of the Common Council of the City of Danbury, adopted on October 3, 1973, and has executed a Tax Abatement Contract with Beaver Street Apartments (9-25-73) and a Tax Abatement Assistance Agreement with the State of Connecticut on September 30, 1973; and

WHEREAS, it is necessary to modify the aforesaid Tax Abatement Assistance Agreement with the State of Connecticut to reflect a revised tax assessment on the subject property of \$2,257,000; and

WHEREAS, it has been determined that the amount of taxes to be abated on the subject property is \$31,500 for the Grand List of October 1, 1990;

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

1. That the City of Danbury hereby abates up to one hundred percent of the ad valorem taxes applicable to the property described above for a period of not more than forty (40) consecutive years;
2. That the Mayor of the City of Danbury is hereby authorized, directed and empowered in the name of and on behalf of the City of Danbury to execute the Tax Abatement Contract described above and to execute any amendments, revisions and recisions of said contract in the name of and on behalf of the City of Danbury;
3. That the real property taxes abated on the subject property are \$31,500 for the Grand List of October 1, 1990;
4. That the Tax Collector of the City of Danbury is hereby directed and empowered to list the total amount of the said lawful abatement into the Rate Book and other records and files, together with the name of the owner against whom such tax, so abated, was levied and the reason for such abatement, and the Tax Collector is further directed to record these facts in her Annual Report in accordance with the provisions of Section 12-167 of the Connecticut General Statutes, as amended;
5. That the Tax Collector of the City of Danbury is also directed to immediately file a certified statement as evidence of said abatement with the Commissioner of the Department of Housing;
6. That the Tax Collector of the City of Danbury is also directed to refund all tax payments received from Beaver Street Apartments, Inc. or its representatives in connection herewith to the extent that said funds are reimbursable by the State of Connecticut through its Department of Housing.



CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810
OFFICE OF THE CORPORATION COUNSEL
September 4, 1991

PLEASE REPLY TO:

DANBURY, CT 06810

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

Re: Drainage Easements - Wibling / South King Street

Dear Mayor and Members of the Common Council:

Attached please find two revised legal descriptions and a resolution intending to acquire two storm drainage easements on South King Street.

It is our understanding that the Planning Commission has granted approval for these acquisitions and that there will also be a payment of \$4,780 made to the City of Danbury by the Wibling family as a donation for purposes of this project.

Kindly review the attachments and if you find everything in order, please act to approve the resolutions so that this office may commence to finalization of the easements required and acceptance of the funds to be tendered the City.

Should you have any questions on this in the meantime, please don't hesitate to contact me.

Very truly yours,

Laszlo L. Pinter
Assistant Corporation Counsel

LLP:cr

Attachments

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

Frank L. Cavagna
Superintendent of Highways

Basil J. Friscia
Administrative Assistant to the Mayor

Ted D. Backer, Esq.

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MILDRED E. WIBLING
STORM DRAINAGE EASEMENT NO.1

A certain piece or parcel of land containing 7,258 square feet, more or less, situated in the City of Danbury, County of Fairfield, and State of Connecticut, bounded and described as follows:

Commencing at a point marked by an iron pipe located 900 feet, more or less, north of intersection of South King Street and Willow Lake Drive and said point being the southwesterly corner of land herein described, thence going northwesterly along the easterly line of South King Street N. 17° 23' 03" W. a distance of 25.00 feet to a point, thence going northeasterly through the land of the Grantor N. 69° 37' 49" E. a distance of 84.92 feet to a point, thence N. 64° 33' 34" E. a distance of 39.33 feet to a point, thence N. 77° 05' 11" E. a distance of 35.42 feet to a point, thence N. 67° 00' 19" E. a distance of 147.63 feet to a point, thence N. 63° 32' 51" E. a distance of 39.40 feet to a point, thence running southeasterly through the land of the Grantor S. 26° 27' 09" E. a distance of 20.00 feet to a point on a stone wall, thence running southwesterly through the land of the Grantor and along said stone wall S. 63° 32' 51" W. a distance of 40.00 feet to a point, thence S. 67° 00' 19" W. a distance of 150.00 feet to a point, thence S 77° 05' 11" W. a distance of 34.99 feet to a point, thence S. 64° 33' 34" W. a distance of 94.20 feet to a point, thence S. 69° 37' 49" W. a distance of 31.15 feet to the point or place of beginning.

Bounded:

Northerly, Easterly
and Southerly : By land of the Grantor.
Westerly : South King Street.

For the purpose of discharging surface waters from South King Street in and to an underground drainage pipe located within the said easement area, as described hereinabove, and to discharge said surface waters from the termination point of the drainage pipe at the location designated as "Right to Flow", as set forth on the hereinbelow described map.

For a more particular description reference is made to map entitled " Map Of Storm Drainage Easement No.1 To Be Acquired From Mildred E. Wibling South King Street Danbury, Connecticut Scale 1" = 20' August 5, 1991 " prepared by Roald Haestad, Inc. and certified substantially correct by William S. Andres, P.E./ L.S. No. 11665, which map is to be filed in the Danbury Land Records.

MILDRED E. WIBLING
STORM DRAINAGE EASEMENT NO. 2

A certain piece or parcel of land containing 7,081 square feet, more or less, situated in the City of Danbury, County of Fairfield, and State of Connecticut, bounded and described as follows:

Commencing at a point marked by the intersection of two stone wall located 85 feet, more or less, north of intersection of South King Street and Waterbury Lane and said point being the southwesterly corner of land herein described, thence going northerly along a stone wall on the easterly line of South King Street N. 17° 35' 17" E. a distance of 20.00 feet to a point, thence going southeasterly through the land of the Grantor S. 72° 24' 43" E. a distance of 352.78 feet to a point on a stone wall, thence going southwesterly along said stone wall S. 10' 04' 21" W. a distance of 20.17 feet to a point on a stone wall, thence continuing northwesterly through the land of the Grantor and along said stone wall N. 72° 24' 43" W. a distance of 355.42 feet to the point or place of beginning.

Bounded :

Northerly, Easterly
and Southerly : By land of the Grantor.
Westerly : South King Street.

For the purpose of discharging surface waters from South King Street in and to an underground drainage pipe located within the said easement area, as described hereinabove, and to discharge said surface waters from the termination point of the drainage pipe limited to the location designated as "Right to Flow", as set forth on the hereinbelow described map.

For a more particular description reference is made to a map entitled " Map Of Storm Drainage Easement No. 2 To Be Acquired From Mildred E. Wibling South King Street Danbury, Connecticut Scale 1" = 20' July 31, 1991 " prepared by Roald Haestad, Inc. and certified substantially correct by William S. Andres, P.E./L.S. No. 11665, which map is to be filed in the Danbury Land Records.

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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 interest 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 hereinafter named upon the amount, if any, to be paid for the interest 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, her successors, heirs, executors and assigns and her respective mortgage holders and encumbrancers, if any:

Property Acquisitions:

Drainage easements on property owned by Mildred E. Wibling, South King Street, Danbury, Connecticut, as shown on Revised Exhibit 1 and Revised Exhibit 2.



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ
MAYOR

(203) 797-4511

September 4, 1991

Honorable Members of the Common Council
Danbury, Connecticut 06810

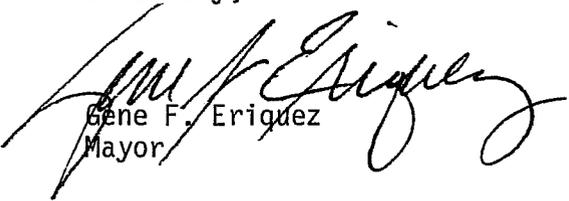
Dear Council Members:

I respectfully request your approval of the renewal of the Women, Infant, Childrens (WIC) grant for the Supplemental Nutrition Program for the period of October 1, 1991 through September 30, 1992.

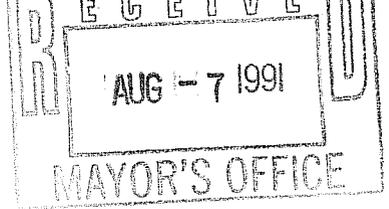
The grant is not to exceed \$160,340.

A revised WIC contract with the final funding will be sent to the City early in 1992. During the intervening time, the 1990-91 funding allocation and budget are rolled forward into the 1991-92 contract period.

Sincerely,


Gene F. Enriquez
Mayor

msm



CITY OF DANBURY

DANBURY, CONNECTICUT 06810

HEALTH AND HOUSING DEPARTMENT
20 WEST STREET

(203) 797-4625

August 6, 1991

TO: Lisi Green, Mayoral Assistant
FROM: William Campbell, Director of Health *WC*
RE: FY 1992 WIC Interim Budget

Attached is a copy of the 1991-1992 interim contract for our WIC Program. Eventually we will be sent a revised WIC contract with the final funding allocation. I expect that the revised contract will be sent to us sometime in early 1992. During the intervening time period, the 1990-1991 funding allocation and budget are rolled forward into the October 1, 1991- September 30, 1992 contract period.

A resolution of the Common Council authorizing the application for these funds will be necessary. Attached is a revision of the 1990-1991 resolution which can serve as a model for this year's interim application.

Once the resolution is completed I will forward the contract, signature authorization form and other related forms for Mayor Enriquez's signature.

Thank you for your assistance in this matter. Please call me if you have any questions.

WC/kg
enc.

(1) Original Amendment

Prepare in quintuplicate.

The State agency and the contractor as listed below hereby enter into an agreement subject to the terms and conditions stated herein and/or attached hereto and subject to the provisions of Section 4-98 of the Connecticut General Statutes as applicable. 000000034

CONTRACTOR	(2) NAME AND ADDRESS OF CONTRACTOR (Include FEIN/SSN) CITY OF DANBURY, DEPARTMENT OF HEALTH		(3) Are you presently a state employee? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
STATE AGENCY	(4) AGENCY NAME AND ADDRESS DEPARTMENT OF HEALTH SERVICES, Hartford, CT 06106		(5) AGENCY NO. 4001	(6) IDENTIFICATION NO. P.S. # _____
CONTRACT PERIOD	(7) FROM (Date) 10/01/91	THROUGH (Date) 09/30/92	(8) INDICATE <input type="checkbox"/> Master Agreement <input type="checkbox"/> Contract Award No. _____ <input checked="" type="checkbox"/> Neither	
CANCELLATION CLAUSE	This agreement shall remain in full force and effect for the entire term of the contract period stated above unless cancelled by the State agency by giving the contractor written notice of such intention (required days notice specified at right.)			(9) Required No. of days written notice: <u>30</u>
TERMS AND CONDITIONS	Acceptance of this contract implies conformance with conditions stated on the reverse side of this form.			

COMPLETE DESCRIPTION OF SERVICE (Include special provisions- Use additional blank sheets of same size if required)	(10) CONTRACTOR AGREES TO Operate a supplemental food program for low income women, infants and children under the regulations established by the United States Department of Agriculture (USDA) 7CFR Part 246, including any amendments thereto which may hereafter be enacted, and as described in the plan submitted by the STATE AGENCY to USDA on August 15, 1991 which is approved and on file at both Departments, subject to the provisions contained in paragraphs 1 through 18 attached hereto and made a part hereof.
--	---

COST AND SCHEDULE OF PAYMENTS	(11) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES. Periodic payments shall be made as deemed necessary by the Department, not to exceed a total of \$160,340.
--------------------------------------	---

(12) ACT. CD.	(13) DOC. TYP.	(14) COM. TYP.	(15) LSE. IND.	(16) AGENCY NUMBER	(17) DOCUMENT NUMBER	(18) COMMITMENT NUMBER	(19) VENDOR FEIN/SSN		
				4001			000 000 034		
(20) COMMITTED AMOUNT				(21) OBLIGATED AMOUNT		(22) CONTRACT PERIOD			
				\$160,340		FROM 100191	TO 093092		
(23) ACT. CD.	(24) LINE NO.	(25) COMMITTED AMOUNT	(26) AGENCY	(27) COST CENTER		(29) AGENCY TAIL		(30) EXTENSION	(31) F.Y.
			4001	FUND 0	SID 935	OBJECT 05330	(29A) FUNCTION 18	(29B) ACTIVITY 2	

STATUTORY AUTHORITY	(32) 4-8, 19a-32, 19a-59c
ACCEPTANCES AND APPROVALS	(33) CONTRACTOR (Owner or authorized) TITLE _____ DATE _____
	(34) AGENCY (Authorized Official) TITLE _____ DATE _____
	(35) (Office of Policy & Mgmt./Dept. of Admin. Services) TITLE _____ DATE _____
	(36) ATTORNEY GENERAL (Approved as to form) DATE _____



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

September 4, 1991 A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the State of Connecticut Department of Health Services through the U.S.D.A. has made grant funds available from October 1, 1991 through September 30, 1992 to full-time local health departments to be used for the Women, Infants, Children's Supplemental Nutrition Program; and

WHEREAS, the City of Danbury through the Danbury Health Department has formulated a W.I.C. Program for Danbury area residents; and

WHEREAS, a grant renewal of \$160,340.00 has been prepared by the Danbury Health Department; and

WHEREAS, the State of Connecticut Department of Health Services has notified the Danbury Health Department of its eligibility for funding renewal;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF DANBURY THAT the actions of the Danbury Health Department in applying for said grant be and hereby are ratified and that any and all further actions by the Danbury Health Department required to accomplish said program be and hereby are authorized.

BE IT FURTHER RESOLVED THAT to accomplish said program the Mayor of the City of Danbury, Gene F. Eriquez, is authorized to make, execute and approve on behalf of the City of Danbury any and all contracts or amendments thereof with the State of Connecticut Department of Health Services.

8

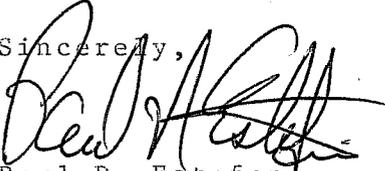
August 27, 1991

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

Dear Mayor Eriquez,

The current Airport Master Plan is just about complete. I have attached a copy of a new resolution to update the existing Airport Master Plan and the local match in this case will be provided as "in-kind services". The Federal Share is \$154,620.00 and the State of Connecticut's share is \$12,385.00. If you have any questions concerning this request please feel free to contact me.

Sincerely,



Paul D. Estefan
Airport Administrator

RESOLUTION

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

WHEREAS, the City of Danbury intends to update the existing airport master plan; and

WHEREAS, the City of Danbury will make application for a federal and state grant in an amount not to exceed \$167,505.00 with a local match to be provided for as "in-kind services"; and

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

cc: file (RES/disk 9)
original 8/27/91

RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

September 4 _____ A. D., 19⁹¹

RESOLVED by the Common Council of the City of Danbury:



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

WHEREAS, the City of Danbury intends to update the existing airport master plan; and

WHEREAS, the City of Danbury will make application for a federal and state grant in an amount not to exceed \$167,505 with a local match to be provided for as "in-kind services";

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



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

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

August 27, 1991

Certification

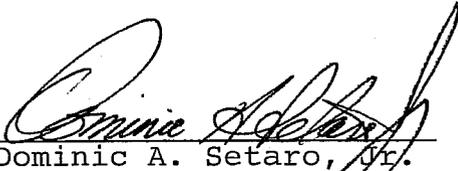
TO: Common Council via
Mayor Gene F. Eriquez

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

RE: **Airport**

I hereby certify the availability of \$7,000.00 to be transferred from funds Reserved for Airport Improvements to the capital account entitled Airport Snow Removal Building. This transfer has no impact on the contingency.

Balance of Reserve	\$131,350.00
Less pending request	-16,250.00
Less this request	7,000.00
	<u>\$108,100.00</u>


Dominic A. Setaro, Jr.

DAS/af

c: Paul Estefan, Airport Administrator



CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

DANBURY MUNICIPAL AIRPORT
P.O. BOX 2299
WIBLING ROAD

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

August 27, 1991

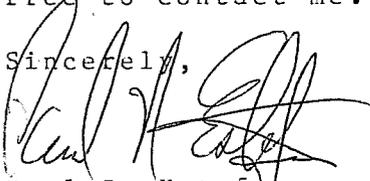
Mayor Gene F. Eriquez
City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut

Dear Mayor Eriquez,

Please find enclosed an updated resolution for the new snow removal equipment storage and maintenance building. The original resolution was for a 10,000 sf building. The new preapplication is for a 12,000 sf building and sewage pumping station. I am requesting that the original resolution be superceded by the enclosed resolution and the Cities share be increased from \$28,750.00 to \$35,750.00 and the difference of \$7,000.00 be taken from the airport escrow account.

If you have any questions concerning this request please feel free to contact me.

Sincerely,


Paul D. Estefan
Airport Administrator

9

RESOLUTION

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

WHEREAS, the City of Danbury intends to construct a new snow removal equipment storage and maintenance building which will improve the safety and efficiency of airport operations; and

WHEREAS, the City of Danbury will make application for a federal and state grant in an amount not to exceed \$1,394,250.00 with a local match of two and one half (2 1/2%) percent equaling an amount not to exceed \$35,750.00; and

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

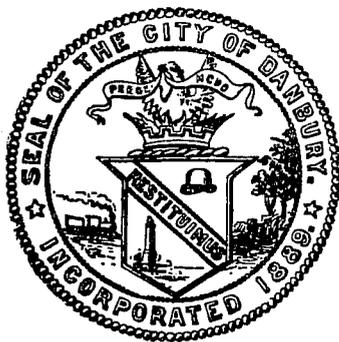
cc: file (RES/disk 9)
redone 8/27/91 (orig. 1/30/91)

RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:



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

WHEREAS, the City of Danbury intends to construct a new snow removal equipment storage and maintenance building which will improve the safety and efficiency of airport operations; and

WHEREAS, the City of Danbury will make application for a federal and state grant in an amount not to exceed \$1,394,250 with a local match of two and one-half percent (2 1/2%) equaling an amount not to exceed \$35,750;

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



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

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

August 27, 1991

Certification

TO: Common Council via
Mayor Gene F. Eriquez

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

RE: **Airport**

I hereby certify the availability of \$16,250.00 to be transferred from funds Reserved for Airport Improvements to a new capital account entitled Various Airport Improvements. This transfer has no impact on the contingency.

Balance of Reserve	\$131,350.00
Less pending requests	-0-
Less this request	-16,250.00
	<u>\$115,100.00</u>

Dominic A. Setaro, Jr.

DAS/af

c: Paul Estefan, Airport Administrator



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DANBURY MUNICIPAL AIRPORT
P.O. BOX 2299
WIBLING ROAD

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

August 27, 1991

Mayor Gene F. Eriquez
City of Danbury
City Hall
Danbury, Connecticut

Dear Mayor Eriquez,

Please find enclosed a new resolution for the airport drainage channel, culvert and utility improvements, reconstruct taxiway "A" and "B" intersection, security gates and acquire a new aircraft rescue and firefighting vehicle. All four of these items have been made into one grant by the FAA and three of the four have gone out as one bid. The new aircraft rescue and firefighting vehicle will shortly go out to bid separately.

I am requesting that the previous resolutions that were issued be superceded by the one that is attached to this letter and that the Cities share of the grant be consolidated into one account and be increased from \$66,000.00 to \$32,250.00.

I am requesting that the additional \$16,250.00 be taken from the Airport escrow account.

If you have any questions concerning my request please feel free to contact me.

Sincerely,

Paul D. Estefan
Airport Administrator

10

RESOLUTION

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

WHEREAS, the City of Danbury intends to make Airport Drainage Channel, culvert and utility improvements, reconstruct taxiway "A" and "B" intersection, acquire a new Aircraft Rescue and Fire Fighting Vehicle and Security Gates, all four of these projects will improve the safety and efficiency of airport operations; and

WHEREAS, the City of Danbury will make application for a federal and state grant in an amount not to exceed \$3,207,750.00 with a local match of two and one half (2 1/2%) percent equaling an amount not to exceed \$82,250.00

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

cc: file (RES/disk 9)
redone 8/27/91 (orig. 1/31/91)

RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:



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

WHEREAS, the City of Danbury intends to make airport drainage channel culvert and utility improvements, reconstruct the taxiway "A" and "B" intersection, acquire a new aircraft rescue and fire fighting vehicle, and install security gates, all four of which will improve the safety and efficiency of airport operations; and

WHEREAS, the City of Danbury will make application for a federal and state grant in an amount not to exceed \$3,207,750 with a local match of two and one-half percent (2 1/2%) equaling an amount not to exceed \$82,250;

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



CITY OF DANBURY

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

August 28, 1991

PLEASE REPLY TO:

DANBURY, CT 06810

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

Re: Danbury Music Centre, Inc. - Lease Modification

Dear Mayor and Council Members:

Please find enclosed a copy of a proposed lease modification concerning the terms under which the City leases a portion of the Old Danbury Library to the Danbury Music Centre. The amendment reflects an acknowledgment of the fact that the Music Centre has for some time permitted other community groups to use the second floor of the Old Library for activities unrelated to those of the Centre. These activities involve, for the most part, cultural, artistic or civic activities that are of benefit to the community. In addition, the proposed lease amendment would extend the term of the existing lease through October of the year 2001.

Please consider this proposal in the usual fashion. You should obtain a Planning Commission report prior to final deliberations on this matter. If you have any questions, please contact me.

Sincerely,

Eric L. Gottshchalk
Acting Corporation Counsel

ELG:r

Attachment

c: Mrs. Nancy Sudik
Executive Director
Danbury Music Centre, Inc.



This Indenture,

Made by and between the City of Danbury, a municipal corporation, located in Fairfield County and organized and existing by virtue of the laws of the State of Connecticut, acting herein by Gene F. Eriquez, its Mayor, hereunto duly authorized, hereinafter referred to as the

Lessor, and

Danbury Music Centre, Inc., a nonprofit corporation organized and existing by virtue of the laws of the State of Connecticut, having a principal place of business at 254-256 Main Street in Danbury, Connecticut, acting herein by James Pegolotti, President, hereunto duly authorized, hereinafter referred to as the

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

portions of the first and second floors of the Old Danbury Library, so-called, located at 254-256 Main Street, Danbury, Connecticut, as more particularly shown on a sketch attached hereto as Exhibit A, for office use and musical performance and study.

for the term of ten (10) years from the first day of November A.D., 1991,
for the term rent of Ten Dollars (\$10.00) Dollars,
payable in one payments of Dollars,
~~xxx~~, to wit: on the first day of November during the term hereof;
said lease terminating on the 31st day of October, 2001.

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

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

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

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

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

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

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

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

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

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

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

AND LESSEE shall provide, maintain and insure at its own cost all interior furnishings and equipment as shall be deemed necessary by the LESSEE for its proper use and enjoyment of the premises.

FURTHER, LESSEE covenants and agrees that as part of the consideration to the LESSOR it shall provide janitorial services during the entire term hereof for all areas of the Old Danbury Library except for those areas thereof currently occupied by the Women's Center of Greater Danbury, Inc. In addition, and as a further element of consideration to the LESSOR, the LESSEE shall provide carpeting, of a quality and style acceptable to the LESSOR, in all areas on the first floor of the subject property with the exception of those areas presently occupied by the Women's Center of Greater Danbury, Inc.

THE LESSOR reserves the right to use the leased premises located on the second floor for special events provided that

the LESSOR shall give the LESSEE written notice thereof not less than ten (10) days prior thereto.

LESSEE shall make no interior alterations including specifically, but not limited to, the installation of lockers, without the prior written approval of the LESSOR.

NOTWITHSTANDING any other provision of this lease, the LESSOR agrees that the LESSEE may permit the use of the property by other persons or groups for cultural activities which the LESSEE determines to be of benefit to the community. Such use shall be deemed to be in conformance with the intent of this lease and not a violation thereof. In connection with such use, the LESSEE may charge a reasonable fee to defray the costs associated therewith.

Upon the execution of this lease, the prior lease between the parties, dated August 25, 1986, shall terminate and be of no further force or effect.

In Witness Whereof, the parties hereto have hereunto set their hands and seals, and to a duplicate of the same tenor and date, this _____ day of _____ A. D. 19 91.

Signed, Sealed and Delivered in presence of

CITY OF DANBURY

By: _____ LS
Gene F. Eriquez, its Mayor

_____ LS

DANBURY MUSIC CENTRE, INC. _____ LS

By: _____ LS
James Pegolotti, its President

State of Connecticut, } ss. Danbury
County of FAIRFIELD

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

whose name _____ subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

State of Connecticut, } ss. Danbury
County of FAIRFIELD

Title of Officer

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

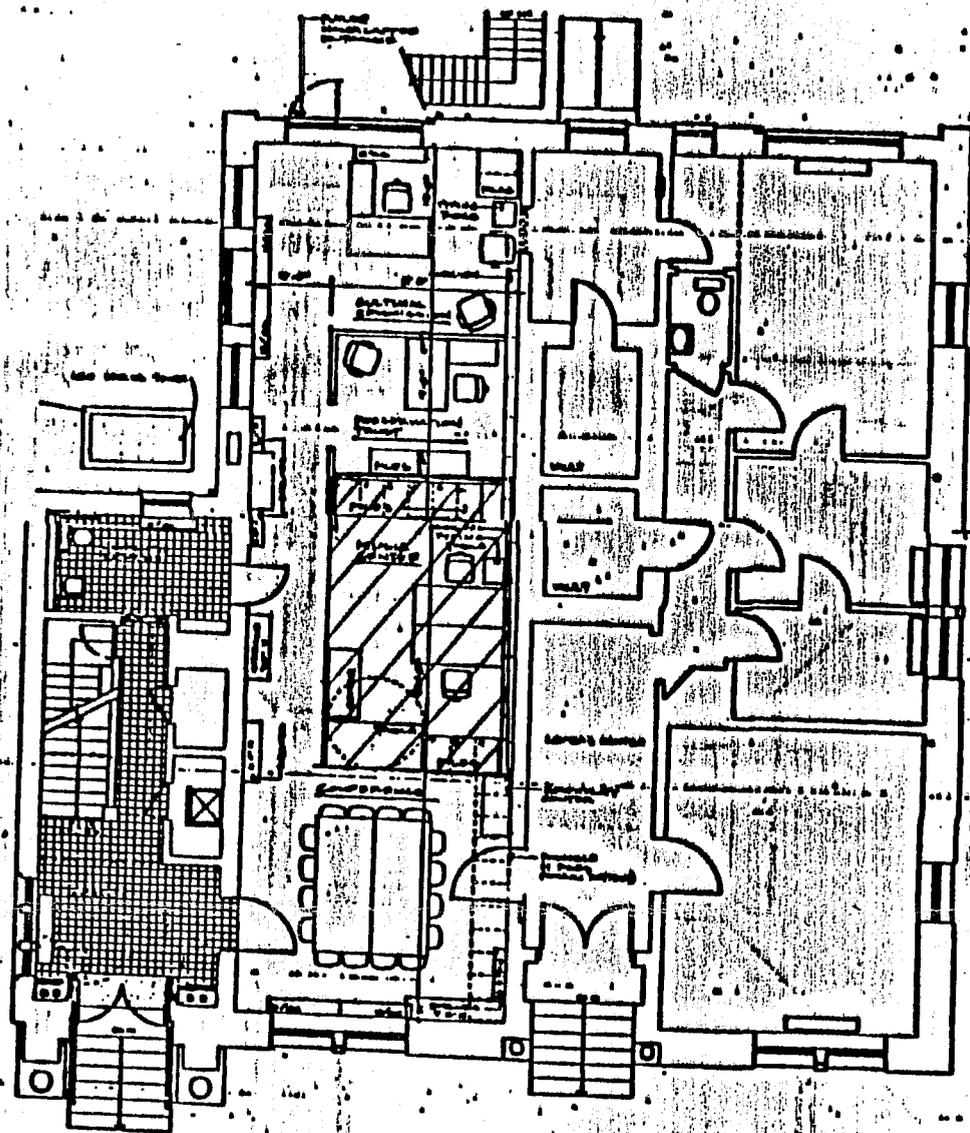
of _____, a corporation, and that he as such being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as

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

EXHIBIT A

FIRST FLOOR -
OLD LIBRARY

HATCHMARKED AREA FOR USE BY
THE MUSIC CENTRE, INC.



A-1



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ
MAYOR

(203) 797-4511

September 4, 1991

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

Dear Council Members:

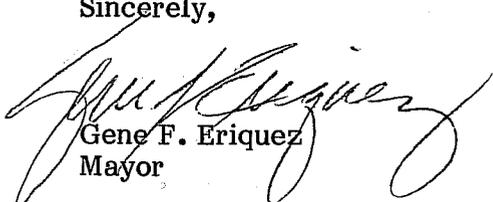
I hereby submit, for your confirmation and approval, the reappointment of the following individual to serve on the Richter Park Authority:

Francis Kieras (D)
74 Sheridan Street
Danbury, CT 06810
(H) 743-7739
Term to Expire: September 1, 1994

Mr. Kieras has an excellent attendance record and has been an active member since his appointment.

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

Sincerely,


Gene F. Eriquez
Mayor

GFE:sr



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CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ
MAYOR

(203) 797-4511

September 4, 1991

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

Dear Council Members:

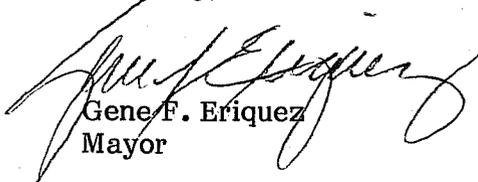
I hereby submit, for your confirmation and approval, the reappointment of the following individual to serve on the Equal Rights and Opportunities Commission:

Abner Burgos Rodriguez (R)
8 Corn Tassel Road
Danbury, CT 06811
(H) 790-8630
Term to Expire: August 1, 1994

Mr. Rodriguez has been a active member since his appointment.

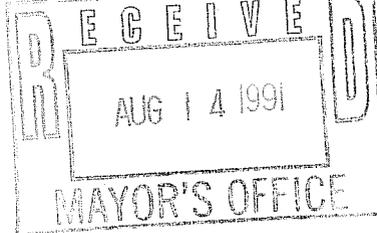
Thank you, in advance, for your timely confirmation of this appointment.

Sincerely,



Gene F. Eriquez
Mayor

GFE:sr



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R.B. MULLINS
39 Route 37 East
Sherman, CT 06784-1430
(203) 350-9173

MAYOR GENE F. ERIQUEZ
City Hall
155 Deer Hill Ave.
Danbury, CT 06810

August 12, 1991

Dear Sir:

Chief of Police Nelson Macedo suggested I write you personally. My Aunt, Janet E. Mullins, of 116 Main Street, Danbury, Connecticut died on June 16, 1991. Her Estate includes her residence at the corner of Boughton and Main Streets which is immediately next door to the Police Station.

The house is a very well built (circa 1919) wood frame structure with Stucco exterior. It has five (5) bedrooms and a full Bathroom on the Second floor. The First floor offers a Kitchen with attached Pantry, Formal Dining Room, Formal Living Room and Foyer. Attached to the First floor is a Doctor's office with separate Exterior entrance. All walls and ceilings in the structure are plaster. The heating system is Oil fired steam heat. The structure has a full Basement and an Attic with the necessary plumbing for a full Bathroom. There is also an unattached Two Car Garage of the same wood frame/ Stucco construction on the property.

As Executor of the Estate of Janet E. Mullins I wish to inform you that it is the intention of the heirs to sell this property. We feel that given the location and excellent condition of the house, the City of Danbury might be interested in acquiring it.

If you wish to discuss this further or need any additional information, please feel free to contact me at the telephone number above or Paul P. DeLuca (Estate Attorney) at (203) 743-5504.

Respectfully,

R.B. Mullins
Executor

cc: Attorney Paul P. DeLuca
Police Chief Nelson Macedo

August 27, 1991

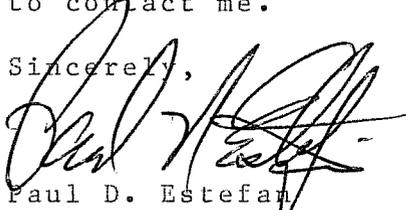
121

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

Dear Mayor Eriquez,

On Monday August 26, 1991 the Danbury Aviation Commission held a special meeting on SeaHorse Aviation Lease. The Commission approved the lease and is forwarding it to you and the Common Council for your review and approval. If you have any questions concerning this matter please feel free to contact me.

Sincerely,



Paul D. Estefan
Airport Administrator/
Secretary Danbury Aviation Commission

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LEASE

THIS LEASE, made this day of August, 1991, between the CITY OF DANBURY, a municipal corporation of the State of Connecticut, and SEAHORSE AVIATION, INC., a corporation duly organized and existing under the laws of the State of New York, and having an office and place of business at Danbury Municipal Airport, Miry Brook Road, Danbury, Connecticut 06810, and qualified to do business in the State of Connecticut, hereinafter referred to respectively as "LESSOR" and "LESSEE",

W I T N E S S E T H:

That the LESSOR hereby leases to the LESSEE, and the LESSEE hereby hires from the LESSOR, that certain piece or parcel of land more fully described in Exhibit "A" attached hereto and made a part hereof, together with the rights and easements more particularly described on Exhibit "A-1", attached hereto and made a part hereof (all said land, property, rights and easements hereinafter referred to as "Premises"); and that LESSEE will be operating as a fixed base operator on the Premises.

The term of this Lease shall be for twenty-five (25) years (the "Initial Term"), commencing on the date of the issuance of a Certificate of Occupancy for the first building built by the LESSEE on the demised premises at an annual rent in accordance with Exhibit "C", attached hereto and made a part hereof.

IT IS FURTHER MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. CLAIMS: LESSEE, as a material part of the consideration to be rendered to LESSOR, hereby waives all claims against LESSOR for damages to goods, wares and merchandise on or about said land and for injuries to persons on or about said land, from any cause arising at any time, except from LESSOR's negligent, reckless, or intentional conduct, and LESSEE will hold LESSOR exempt and harmless from any damage or injury to any person, or to the goods, wares and merchandise of any person arising from the use of the Premises by LESSEE, or from the failure of LESSEE to keep the Premises in good condition and repair, as herein provided.

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2. USE: During the term of this Lease the responsibility for maintenance and upkeep of the Premises shall be solely that of the LESSEE. The LESSEE will pay for all applicable utility and similar services supplied to the Premises and the LESSEE also will maintain liability insurance in the amount of One Million and 00/100 (\$1,000,000.00) Dollars (or such greater amount as may be reasonably required by the LESSOR'S Risk Manager or equivalent office), which policy shall name the LESSOR as an additional insured. The LESSEE shall have the right to use the said Premises in accordance with the "Minimum Standards for Lease and/or Use of Danbury Municipal Airport", as adopted by the Aviation Commission of the City of Danbury on May 10, 1988, as amended (hereinafter the "Minimum Standards"); a copy of the Minimum Standards is attached hereto and made a part hereof as Exhibit B. The LESSEE may not assign this Lease or sublet the said land without the written consent of the AVIATION COMMISSION OF THE CITY OF DANBURY, or its successor or assigns (hereinafter the "Aviation Commission") which consent, contingent solely upon a prospective assignee's satisfactory financial and operational responsibility, shall not unreasonably be withheld or delayed and except that it is specifically agreed that the normal business activities of an airport fixed base operator (pursuant to said "Minimum Standards"), includes specifically, without limitation, the storage, hangarage, and/or tie-down, for a fee, of aircraft at or upon the leased premises, and such normal business activities shall not constitute an assignment or sub-letting in violation of the aforesaid prohibition against assignments or sub-lettings without consent.

3. NOTICES: All notices to be given to the LESSEE shall be given in writing personally or by depositing the same in the United States mail, postage prepaid, certified mail, return receipt requested, and addressed to the LESSEE at its principal place of business, at Miry Brook Road, Danbury, Connecticut, or such other address as LESSEE shall in writing notify LESSOR, whether or not the LESSEE had departed therefrom, or abandoned or vacated the premises.

4. RULES, REGULATIONS AND CHARGES: The LESSEE agrees to observe all municipal regulations and state and federal laws as may affect the use of the Premises, and further agrees to observe and abide by the rules, regulations and guidelines as

may be set forth from time to time by the Aviation Commission. LESSEE acknowledges the right of the LESSOR to inspect the Premises, upon reasonable notice, for purposes of FAA airport or compliance with any federal, state law or local rules or regulations. LESSOR further reserves the right to take any reasonable action it considers necessary to protect the aerial approaches, clear zones, transition and turning zones of the airport against obstructions to aircraft, together with the right to prevent the LESSEE from erecting or allowing any additional structures or growth on the Premises which in the reasonable opinion of the LESSOR would materially limit the usefulness of the airport or otherwise constitute a hazard to aircraft. The LESSOR further reserves the right to reasonably develop or improve the airport, or any part thereof or adjacent thereto, within its discretion regardless of the desires or opinions of the LESSEE and without interference or hindrance by the LESSEE; and to grant operational rights and privileges to others on available space elsewhere on the airport. During the initial twenty-five (25) year term of this Lease, the LESSEE shall pay fees as applicable and in accordance with Exhibit B (Minimum Standards), as the same is in force as of the date of this Lease and as thereafter amended.

5. INCORPORATION OF "MINIMUM STANDARDS": All applicable provisions of said "Minimum Standards" are incorporated herewith and made a part hereof, as terms and conditions of this lease.

6. SUCCESSORS: The covenants and conditions herein contained shall apply to, bind, and inure to the benefit of the heirs, successors, executors, administrators and assigns of all the parties hereto, including all departments, commissions, and instrumentalities of the LESSOR, specifically including the Aviation Commission.

7. RIGHT TO LEASE: The LESSOR covenants with the LESSEE that it has good right to lease said Premises in the manner aforesaid, and that it will suffer and permit said LESSEE (in keeping all the covenants on its part to be performed as hereinafter contained) to possess and enjoy the Premises during the terms aforesaid, without hindrance or molestation from it or any person claiming by, from or under it.

8. LESSEE'S COVENANTS: The LESSEE covenants with the LESSOR to hire the Premises, and to pay the rent therefor as aforesaid; and that it will commit no waste, nor suffer the same to be committed thereon, nor injure nor misuse the same; but will deliver up the same at the expiration or sooner termination of its tenancy in as good condition as it is now in, ordinary wear and tear fire and other unavoidable casualties excepted (including improvements then remaining on the Premises); provided, however, that the terms of this paragraph shall not be a bar to the LESSEE's improvement of the Premises as hereinafter described and authorized.

9. EVENTS OF TERMINATION: It is further agreed that if: (a) the said rent shall remain unpaid thirty (30) days after the same shall become payable as aforesaid; or (b) the LESSEE shall commit waste or suffer the same to be committed on said leased premises, or shall injure or misuse the same, and such waste, injury, or misuse remains uncured for thirty (30) days after written notice by the LESSOR to the LESSEE that such cure is required; or (c) shall violate any of the terms, provisions, or conditions herein contained and such violation remains uncured for thirty (30) days after written notice by the LESSOR to the LESSEE; or (d) (1) if the LESSEE without curing same within thirty (30) days from written notice thereof from LESSOR to LESSEE that it must so cure, makes an application to its creditors for the composition of its debts or executes an assignment for the benefit of creditors, or files a voluntary petition of bankruptcy, or (2) an involuntary petition in bankruptcy is filed against the LESSEE and not discharged within ninety (90) days, or (3) if a receiver is appointed for any material or substantial portion of the assets of the LESSEE and such receiver is not discharged or released within sixty (60) days of such appointment; then this Lease shall thereupon, by virtue of this express stipulation herein, expire and terminate; and the said LESSOR may at any time thereafter re-enter said premises, and the same have and possess as of its former estate, and without such re-entry may recover possession thereof in the manner prescribed by statute relating to summary process; it being understood that no demand for rent, and no re-entry for condition broken at common law, shall be necessary to enable the LESSOR to recover such possession pursuant to said statute relating to summary process, but that all right to any such

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demand, or any such re-entry is hereby expressly waived by the said LESSEE. The foregoing notwithstanding, however, it is expressly understood and agreed that upon the occurrence of any act, petition, application, or assignment as specified in subsection (d) of this Paragraph, the LESSEE shall then have the right for ninety (90) days therefrom to sublet or assign the premises leased hereunto the same terms and conditions as provided herein, which sub-letting or assignments if consummated within said ninety (90) days shall constitute a cure to any breach of said subsection (d); provided further, however that the LESSEE secure the consent of the Aviation Commission as to the assignee's or sublessee's financial and operational responsibility, which consent shall not unreasonably be withheld or delayed.

10.A. WAIVER OF NOTICE TO QUIT: It is further agreed between the parties hereto that whenever this Lease shall terminate, either by lapse of time or by virtue of any of the express stipulations herein, the said LESSEE hereby waives all right to any notice to quit possession, as prescribed by the statute relating to summary process.

10.B. HOLDING OVER: And it is further agreed that in case the said LESSEE shall, within the written consent of the LESSOR endorsed herein, or on the duplicate hereof, at any time hold over the said premises beyond the period above specified as the termination of this Lease, then the said LESSEE shall hold said premises upon the same terms and under the same stipulations and agreements as are in this instrument contained, and no holding over by said LESSEE shall operate to renew this Lease without such written consent of said LESSOR.

10.C. COMPENSATION UPON EARLY TERMINATION: In the event that this Lease is terminated by the LESSOR prior to the expiration of the Initial Term, or any extension thereof in accordance with Paragraph 12 hereof for any reason except LESSEE'S default or LESSEE'S breach of this Lease, which termination except for such default or breach, shall only be made upon an expressed finding by the LESSOR that such termination is required by the public good and necessity, LESSEE shall thereupon be reimbursed by LESSOR in an amount representing that sum to which LESSEE would be entitled had the

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LESSOR exercised its power of eminent domain to acquire the LESSEE's interest in the Premises and improvements, including any additional compensation determined by a court of competent jurisdiction to be warranted under the circumstances, and upon such payments LESSEE shall have no further claim to any such structure or improvements. The term "LESSEE's interest" as used in this Paragraph shall include the interest of any party having any interest in the LESSEE's personal property of building(s) as mortgagor, lienor or the like. In the event of any such termination aforesaid, the LESSOR shall also thereupon, in addition to the requirements, obligations, and agreements contained in this paragraph above, identify, make available, and lease to the LESSEE land upon the Danbury Municipal Airport of at least equal area and utility, and in all other respects equivalent to the herein leased Premises, the lease for such equivalent land to be upon the same terms and conditions as are in this Lease established and set forth. It is agreed and understood by the LESSOR and the LESSEE that such equivalent land only shall be provided at the time of and upon the availability of the same.

11. COMPLIANCE WITH LAWS: It is further agreed between the parties hereto that the LESSEE is to comply with and conform to the laws of the State of Connecticut and the ordinances, rules, regulations, and By-Laws (if any) of the City of Danbury within which the land hereby leased is situated, relating to health, nuisance and fire, so far as the Premises is or may be concerned; and to save the LESSOR harmless from all fines, penalties and costs for the violation of or non-compliance with the same.

12. RENEWAL AND RIGHT OF FIRST REFUSAL:

(a) The LESSEE is given the option to renew this Lease for two (2) additional ten (10) year periods (the "First Option Period" and the "Second Option Period", respectively) upon the same terms and conditions contained herein, including the rent to be paid as set forth in Exhibit C attached hereto, provided the LESSEE notifies the LESSOR of its intention to renew at least six (6) months prior to the expiration of the Lease or any renewal thereof by giving written notice by certified or registered mail, return receipt requested to the

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Aviation Commission or the LESSOR or their successors and/or assigns.

(b) In the event the LESSOR receives a bona fide offer to lease the Premises subsequent to the two (2) additional ten (10) year option periods granted to LESSEE hereunder, which it is willing to accept (the "Offer") it shall offer the LESSEE a right of first refusal to lease the Premises for the cash equivalent of the rent and upon the same terms as the Offer, and upon the following terms and conditions:

(i) Any offer under this paragraph shall be in writing, by certified mail, return receipt requested, to the office of the LESSEE, and shall indicate the third party (the "Third Party") offering to lease the Premises and the terms of the Offer (the "Notice").

(ii) Within thirty (30) days of the delivery of the Notice to the LESSEE, the LESSEE shall agree in writing to lease the Premises on the same terms and conditions as set forth in the Notice, or notify the LESSOR that it does not wish to lease the Premises.

(iii) In the event the LESSEE accepts the Offer to lease the Premises rent shall be paid as provided in the Notice and LESSEE and LESSOR shall enter into a written lease reasonably satisfactory to each of them within thirty (30) days following acceptance of the Offer by LESSEE.

(iv) If the LESSEE does not accept the Offer in the required thirty (30) day time period the LESSOR shall be free to lease the Premises to the Third Party, but only upon the same terms and conditions as had been set forth in the Offer to the LESSOR and the Notice to the LESSEE. If no written lease is entered into between LESSOR and the Third Party within thirty (30) days after expiration of the Offer to the LESSEE or if there is a default by the Third Party, the LESSOR shall remain subject to the terms, provisions and conditions of this paragraph for six (6) months following expiration of the Offer to the LESSEE if it receives another offer to lease the Premises.

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13. RELATIONSHIP TO FEDERAL OBLIGATIONS: The LESSEE agrees to use the land on the airport in accordance with the obligations of the LESSOR contained in any pre-existing agreements between the LESSOR and the United States; and in furtherance of this general covenant but without limiting its general application, the LESSEE specifically agrees:

a. to use the land on the airport for the use and benefit of the public;

b. to continue its use of the land on the airport in common with such other qualified persons desiring to conduct aeronautical operations on the airport in the event the LESSOR provides space therefor.

c. to make available for the use and benefit of the public all of its aeronautical facilities and services on fair and reasonable terms and without discrimination on account of race, creed, color or national origin.

14. FEDERAL AVIATION ACT OF 1958: It is expressly understood and agreed that the covenants and provisions herein contained are in no way intended as authorizing the grant of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958, as amended.

15. SUBORDINATION TO FEDERAL AGREEMENTS: This Lease will be subordinate to the provisions of any existing or future agreement entered into between the LESSOR and the United States to obtain federal aid for the improvement or operation and maintenance of the airport, provided that if such action shall unreasonably interfere with the operation of LESSEE's business or interests, LESSEE shall have the right to seek an appropriate modification of the terms, including the payment of rent, of this lease through arbitration under the provisions of Paragraph 23 below.

16. NON-DISCRIMINATION. The LESSEE agrees not to discriminate on account of age, sex, race, creed, color or national origin in the use of the Premises.

17. NON-ENCUMBRANCE: The LESSEE agrees not to mortgage or otherwise encumber this Lease without the written

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consent of the LESSOR, which consent shall not unreasonably be withheld or delayed, but it is specifically agreed and understood that this provision shall not act as a bar to the LESSEE's mortgage or other encumbrance of any improvements to be made on the leased premises, and it is further agreed and understood that the LESSEE may make a conditional assignment of this Lease to any state or federally chartered banking institution for the purposes of securing from such financial institution a mortgage, loan, or other financing for the building(s) and/or improvement(s) to be constructed upon the Premises, provided that such financial institution receives approval from the Aviation Commission of its assumption of any of the LESSEE's financial and operational responsibility, which approval shall not unreasonably be withheld or delayed.

18. MODIFICATION: This Lease, together with all documents, exhibits, schedules, attachments and other such writings incorporated herein and made a part hereof, constitute the entire agreement between the parties and cannot be waived, changed, modified, amended, or terminated in any manner except in writing subscribed by both parties through their duly authorized officers.

19. BODY OF LAW: This Lease shall be governed by, interpreted and constructed, in both law and equity, under and in accordance with the laws of the State of Connecticut.

20. CONSTRUCTION CONDITION PRECEDENT: The LESSEE agrees that no building(s) or structure(s) will be constructed upon the Premises without obtaining the prior written permission(s) of the Building Department and Planning Commission of the City of Danbury, which approval(s) shall be a condition precedent to LESSEE's obligations hereunder. LESSEE agrees to submit its construction plans to the Airport Administration concurrently with their submission to said other administration departments of the City of Stamford. Title to any building(s) or structure(s) so constructed by Lessee during the term of this Lease or any renewals or extensions hereof shall remain in the Lessee during such period. Title to such building(s) or structure(s) shall pass to Lessor upon the termination of this Lease including any renewals or any extensions hereof whichever shall be the latter (or last) to occur.

21. DEFINITIONS AND MISCELLANEOUS RENT PROVISIONS.

A. As used throughout this Lease, the terms or words set forth hereinbelow shall be defined as follows:

1. "Rental Year" shall mean a period of time equal to a calendar year commencing on the same day of each calendar year as the day of the calendar year upon which the term of this Lease first commenced.

2. "Gross Annual Rent" shall mean the LESSEE's total Rental Year financial obligations to the LESSOR, as computed in accordance with Exhibit "C", exclusive of any and all fees and taxes due from the LESSEE to the LESSOR through its Aviation Commission, for the operation of services under the "Minimum Standards" aforesaid.

3. "Net Cash Annual Rent" shall mean the cash balance due by the LESSEE to the LESSOR for any Rental Year equal to the Gross Annual Rent less the real estate tax adjustments ("Tax Credit") included in or incorporated by reference within Exhibit "C".

4. "Assessed Value" means the value assigned to one (1) acre of the Premises by the Tax Assessor of the City of Danbury, against which value the City of Danbury's annual Mill Rate is multiplied in order to produce the municipal real property tax that would be owed in connection with said Premises if such Premises were private property.

B. It is agreed and understood that the LESSEE is hereby granted, assigned, permitted, authorized, designated and/or otherwise allowed to appeal any tax assessment made (at any time during the term of this Lease or any extension thereof) of the Premises by any taxing authority in the same manner and to the same extent as if the LESSEE were the owner of the Premises in fee-simple-absolute.

22. LICENSE: From the date of the execution hereof until the commencement of the term of this Lease, the LESSEE is hereby granted an irrevocable license coupled with an interest, which interest consists of the mutual covenants herein

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contained, to enter upon the demised premises and to take all other reasonable and necessary actions to carry this agreement into full force and effect, which action may include, without limitations, site tests, fencing, construction work, paving, septic and water system installation, and the like.

23. DISPUTE SETTLEMENT: Any controversy or claim arising out of or relating to this Lease, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, at Danbury, Connecticut, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof.

24. TAX METHOD CONTINGENCY: It is understood and agreed by the LESSOR and the LESSEE that if any time during the term of this Lease, the methods of taxation prevailing at the commencement of the term hereof shall be altered or changed in any fashion (including, but not limited to, adjustments brought about by the revaluation of real property pursuant to the laws of the State of Connecticut), whether by the State of Connecticut, the City of Danbury, or the United States Federal Government, or the Courts thereof, or otherwise, so as to cause the whole or any part of the real estate taxes, assessments, levies, impositions or charges now or hereafter levied, assessed or imposed on the Premises and the improvements thereon constructed during the Initial Term to be levied, assessed and imposed wholly or partially as a capital levy on the LESSEE or whether imposed in any other manner on the LESSEE other than that prevailing at the commencement hereof, on the rents or profits received from the Premises or otherwise, or if any such tax, assessment, levy (including but not limited to any municipal, state or federal levy), imposition, or charge, or any part thereof, shall be measured by or based in whole or in part upon the value of the leased Premises or the improvements thereon and shall be imposed upon the LESSEE; THEN all such taxes, assessments, levies, impositions or charges, or the part thereof so measured or based shall be deemed a part of the sum to be included within and made a part of the rental tax credit incorporated within this Lease pursuant to Exhibit C hereof, just as if such new or substituted levy or tax were a part of any such tax in existence at the commencement of the term of

this Lease. For the purposes of this paragraph only, the term LESSEE is understood to include Seahorse Aviation, Inc., as further identified above, and/or Greg Brinkman, personally, the President of said Seahorse Aviation, Inc. In the event that an agreement as to an equitable determination and application of such tax credit cannot be made by the parties hereto, it is agreed that the issue shall be resolved in accordance with the provisions of Paragraph 23 hereof.

25. It is agreed and understood that the terms and provisions of Paragraph 24 hereof do not relate to or have any application in regard to any special assessment levied by the City of Danbury in regard to any municipal sewer line or other such public improvement from which the LESSEE derives a special benefit.

26. ACCESS PERMIT: To the extent within the proper exercise of the powers of LESSOR, airport access and fixed base operation permits is(are) hereby granted to LESSEE for the entire period that this Lease is in effect, and any renewals or extensions thereof subject only to suspension or revocation in accordance with Section 10 of the "Minimum Standards". A copy of such permits are attached hereto as Exhibit D.

27. ALL LEGAL PROVISIONS INCLUDED: It is the intention and the agreement of the parties to this Lease that all legal provisions of law required to be inserted herein shall be and are inserted herein. However, if by mistake or otherwise, some such provisions is not herein inserted, or is not inserted in proper form, then on the application of either party, the Lease shall be amended so as to strictly comply with the law and without prejudice to the rights of either party hereunder.

28. UNLAWFUL PROVISIONS DEEMED STRICKEN: All unlawful provisions shall be deemed stricken from this Lease, and shall be of no effect. On the application of either party, the unlawful part shall be considered stricken without affecting the binding force of the remainder of the lease.

29. HEADINGS: The headings or titles to sections of this lease are not a part of the Lease and shall have no effect

upon the construction or interpretation of any part of this Lease.

30. Notwithstanding any other provisions of this Lease or any attachment, schedule or exhibit hereto to the contrary, it is agreed by Lessor that Lessee may maintain on the Premises classic operating vintage automobiles and that Lessee may occupy space on the Lessor's rotating beacon tower for Lessee's base radio antennae.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this day of August, 1991.

THE CITY OF DANBURY

By: _____
Gene Eriquez
Its Mayor
hereunto duly authorized

SEAHORSE AVIATION, INC.

By: _____
Greg Brinkman
Its President
hereunto duly authorized

STATE OF CONNECTICUT)
) ss: Danbury August , 1991
COUNTY OF FAIRFIELD)

Personally appeared GENE ERIQUEZ, Mayor of the CITY OF DANBURY, CONNECTICUT, signer and sealer of the foregoing instrument, he being thereunto duly authorized, and acknowledged the same to be his free act and deed and the free act and deed of said City of Danbury, before me.

Commissioner of the Superior Court

STATE OF CONNECTICUT)
) ss: Danbury August , 1991
COUNTY OF FAIRFIELD)

Personally appeared GREG BRINKMAN, President of SEAHORSE AVIATION, INC., signer and sealer of the foregoing instrument, he being thereunto duly authorized, and acknowledged the same to be his free act and deed and the free act and deed of said corporation, before me.

Commissioner of the Superior Court

EXHIBIT "C"

RENT

During the first ten (10) years of the Initial Term of this Lease, the LESSEE shall pay to the LESSOR as Gross Annual Rent for the Premises an amount equal to fifty (50%) percent of the current Assessed Value of the five (5) acres comprising the Premises as of the date hereof multiplied,

in Years 1 and 2 of the Initial Term of this Lease by six (6%) percent of said product;

in Years 3 and 4 of the Initial Term of this Lease by seven (7%) percent of said product;

in Years 5 and 6 of the Initial Term of this Lease by eight (8%) percent of said product;

in Years 7 and 8 of the Initial Term of this Lease by nine (9%) percent of said product; and

in Years 9 and 10 of the Initial Term of this Lease by ten (10%) percent of said product.

It being understood and agreed that the Gross Annual Rent for the first ten (10) years of the Initial Term of this Lease shall be as follows:

Years 1 and 2 =	\$ 18,000.00/annum
Years 3 and 4 =	\$ 21,000.00/annum
Years 5 and 6 =	\$ 24,000.00/annum
Years 7 and 8 =	\$ 27,000.00/annum
Years 9 and 10 =	\$ 30,000.00/annum

During the following ten (10) years of the Initial Term of this Lease (years 11-20), the Lessee shall pay to the Lessor as Gross Annual Rent for the Premises an amount equal to fifty (50%) percent of the Assessed Value of the five (5) acres comprising the Premises as of the first day of the eleventh (11th) year of the Initial Term hereof, multiplied,

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in Years 11 and 12 of the Initial Term of this Lease, by six (6%) percent of said product;

in Years 13 and 14 of the Initial Term of this Lease by seven (7%) percent of said product;

in Years 15 and 16 of the Initial Term of this Lease by eight (8%) percent of said product;

in Years 17 and 18 of the Initial Term of this Lease by nine (9%) percent of said product; and

in Years 19 and 20 of the Initial Term of this Lease by ten (10%) percent of said product.

During the following five (5) years of the Initial Term of this Lease (years 21-25) and the first five (5) years of the First Option Period, if any, the Lessee shall pay to the Lessor, as Gross Annual Rent for the Premises an amount equal to fifty (50%) percent of the Assessed Value of the five (5) acres comprising the Premises as of the first day of the twenty-first (21st) year of the Initial Term hereof, multiplied,

in Years 21 and 22 of the Initial Term by six (6%) percent of said product;

in Years 23 and 24 of the Initial Term by seven (7%) percent of said product;

in Year 25 of the Initial Term and Year 1 of the First Option Period, if any, by eight (8%) percent of said product;

in Years 2 and 3 of the First Option Period, if any, by nine (9%) percent of said product; and

in years 4 and 5 of the First Option Period, if any, by ten (10%) percent of said product.

During the last five (5) years of the First Option Period, if any, and the first five (5) years of the Second Option Period, if any, the Lessee shall pay to the Lessor as Gross Annual Rent for the Premises an amount equal to fifty (50%) percent of the Assessed Value of the five (5) acres

comprising the Premises as of the first day of the sixth (6th) year of the First Option Period, if any, multiplied,

in Years 6 and 7 of the First Option Period, if any, by six (6%) percent of said product;

in Years 8 and 9 of the First Option Period, if any, by seven (7%) percent of said product;

in Year 10 of the First Option Period, if any, and Year 1 of the Second Option Period, if any, by eight (8%) percent of said product;

in Years 2 and 3 of the Second Option Period, if any, by nine (9%) percent of said product; and

in Years 4 and 5 of the Second Option Period, if any, by ten (10%) percent of said product.

During the last five (5) years of the Second Option Period, if any, the Lessee shall pay to the Lessor as Gross Annual Rent for the Premises, an amount equal to fifty (50%) percent of the Assessed Value of the five (5) acres comprising the Premises as of the first day of the sixth (6th) year of the Second Option Period, if any, multiplied,

in Years 6 and 7 of the Second Option Period, if any, by six (6%) percent of said product;

in Years 8 and 9 of the Second Option Period, if any, by seven (7%) percent of said product; and

in Year 10 of the Second Option Period, if any, by eight (8%) percent of said product.

The foregoing Gross Annual Rent shall be reduced by the real estate taxes paid or to be paid by the Lessee to the City of Danbury for buildings and other improvements located at or upon the Premises constructed before or during the Initial Term said taxes to be calculated at the mill rate adopted by the City of Danbury for the City's fiscal year beginning as of or immediately prior to the commencement of the Rental Year in which the rent is to be paid (the "Tax Credit").



KS

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

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

August 23, 1991

TO: Common Council via
Mayor Gene F. Eriquez

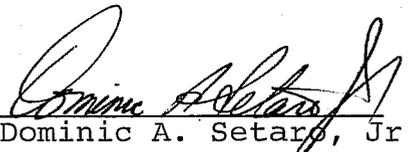
FROM: Dominic A. Setaro, Jr., Director of Finance

RE: Certification - Grant Narcotics Task Force

Last year the City of Danbury was awarded a grant in the amount of \$1,033.00 per month for the financial incentive for our contribution to the Statewide Narcotics Task Force manpower. We have received this year's allocation letter from the State of Connecticut, and as I indicated in the previous year's request, one of the requirements of this grant is that the city must use these funds for law enforcement purposes.

I have attached for you a request from the Chief of Police that these monies be used to offset overtime costs. Therefore, would you please place this item on the agenda of the Common Council meeting scheduled for September 4, 1991 requesting approval of \$14,233.00 to be appropriated to the overtime line item in the Police Department budget. We will also make an offsetting adjustment to the city's revenue account to reflect the monies to be received from the State of Connecticut.

I have attached for you a copy of the notice of award from the State of Connecticut.


Dominic A. Setaro, Jr.

DAS/af
Attachments (2)

c: Nelson F. Macedo, Chief of Police



CITY OF DANBURY
DANBURY, CONNECTICUT 06810



DEPARTMENT OF POLICE
120 MAIN STREET

NELSON F. MACEDO, CHIEF
(203) 797-4614

August 21, 1991

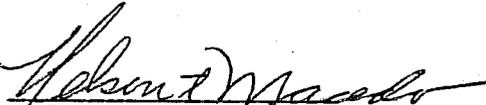
MEMO

To: Dominic A. Setaro, Jr., Director of Finance
From: Chief Nelson F. Macedo
Subject: Statewide Narcotics Task Force

Enclosed please find a copy of a letter from the Commanding Officer of the Statewide Narcotics Task Force.

The monthly financial incentive for police officer participation in the Statewide Narcotics Task Force has been increased from the current \$1,033.00 to \$1,200.00.

When these funds are received from the State Department of Public Safety, I am requesting that they be deposited in the Police Department Overtime Account.


Nelson F. Macedo
Chief of Police

NFM:ks

enc.

RECEIVED
FINANCE DEPT.

AUG 22 1991



STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC SAFETY
DIVISION OF STATE POLICE
STATEWIDE NARCOTICS TASK FORCE

August 15, 1991

Chief Nelson Macedo
Danbury Police Department
120 Main Street
Danbury, CT 06810

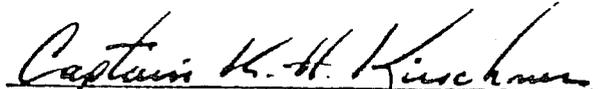
Dear Chief Macedo:

This letter is written to amend the previous letter of understanding you received concerning your officer's participation in the Statewide Narcotics Task Force.

Due to a lower level of local police officer participation, we have additional funds in the current grant. Therefore, we intend to increase the monthly financial incentive to \$1,200.00 from the current \$1,033.00, starting with the August 15th payment and continuing through the end of the grant fund later this year. We intend to submit another application for federal funds to hopefully continue this program in the future.

Such funds shall only be used for law enforcement purposes.

It is further understood that if Danbury Police Department personnel are assigned to or removed from the Statewide Narcotics Task Force, the fifteenth of the month shall be used as the deadline for payment. Personnel assigned to the Statewide Narcotics Task Force on or before the fifteenth shall be credited for the month. Those who are assigned after that date will not receive payment for the month.


Captain Kenneth H. Kirschner
Commanding Officer
Statewide Narcotics Task Force

KHK:jw



16

CITY OF DANBURY

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

PLEASE REPLY TO:

September 4, 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: Proposed License Agreement Between Wibling Properties
and City of Danbury Regarding Placement of a Chain
Link Fence

Dear Mayor and Members of the Common Council:

As part of the City of Danbury's program to safeguard the Danbury Municipal Airport from unwanted and dangerous incursions, funds have been designated and work has begun toward the placement of chain link fencing across various parts of both private and public property at the Danbury Municipal Airport. One of these properties is owned by the Wibling family and is designated on the map attached to this correspondence.

Although the Wibling family is not opposed to the placement of a fence across a portion of their property for safety purposes, they have requested that in the event, at some future date, they desire to have the fence removed or relocated, said removal and relocation shall occur at the City's cost and within a reasonable time after said request is made. In addition, they are also requesting that the City agree to hold them harmless from any liability attributable to the negligence of the City of Danbury with regard to the aforementioned fence.

**LICENSE BETWEEN WIBLING PROPERTIES
AND CITY OF DANBURY**

Wibling Properties (hereinafter "Owner") hereby grants to the City of Danbury (hereinafter "City") a License to locate and maintain a chain link fence, at the City of Danbury's cost, on property and at said location, as shown on sketch attached as Exhibit A, owned by Wibling Properties.

Both parties agree and understand that said License to locate the fence is revocable at the sole discretion of the Owners, in which event, after written request is made to the City, the City shall, at its cost, remove said fence or relocate it to another area on the Owner's parcel. The fence shall be removed or relocated within a reasonable time after the request is made by the Owner.

By this agreement, the Owners do not give the City any other rights, easements or otherwise, other than those limited to the hereinabove.

Furthermore, the City agrees to hold the Owners harmless for any liability caused by, arising from, or attributable to the negligence of the City of Danbury, its employees and agents, with respect to the hereinabove fence. The City further represents that the person signing below has full power and authority to enter into this agreement on behalf of the City of Danbury.

WIBLING PROPERTIES

HAROLD C. WIBLING

PAUL A. WIBLING

LINDA J. HANNAN

SETH E. WIBLING

16

CITY OF DANBURY

BY: _____

its _____
duly authorized

ING ROAD

41°05'E
101.29
PK.(SET)
252.16

PAVED PARKING

WIBLING PROPERTIES

BUILDING

523°10'20"E

I. PIPE (SET)

N 66° 49' 40" E

194.2

SEWER MANHOLE

SEWER MANHOLE (TYP.)

5 AC.

12" C.M.P. OUTLET



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ
MAYOR

(203) 797-4511

September 4, 1991

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

Dear Council Members:

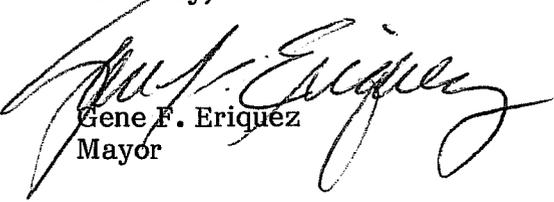
Attached is correspondence and a request from our Fair Housing Office for use of Danbury Housing Partnership Funds totalling \$850.

The purpose of this request is to provide Homeownership Education Workshops for Danbury residents. These workshops will provide guidance and assistance to prospective first-time homebuyers in the areas of budget/credit counseling.

I respectfully request your consideration and approval of the \$850 appropriation from the Housing Partnership Fund for this educational purpose.

Thank you.

Sincerely,

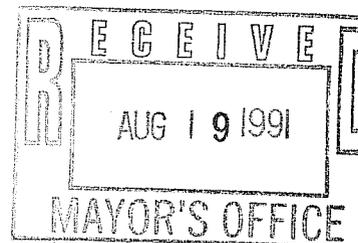

Gene F. Eriquez
Mayor

GFE:sr

Attachment



CITY OF DANBURY
DANBURY, CONNECTICUT 06810



FAIR HOUSING OFFICE
20 WEST STREET

(203) 797-4631

August 17, 1991

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

RE: Utilization of
Danbury Housing
Partnership fund

Dear Mayor Eriquez and Council Members:

The Homeownership Education Committee of the Danbury Housing Partnership, in conjunction with the University of Connecticut Cooperative Extension Service, has developed four four-hour workshops on budget/credit counseling. These training sessions will offer extensive information on financial management guidance and credit counseling to volunteers from key agencies and businesses within the local community.

The ultimate goal of the Homeownership Education Committee is to increase homeownership opportunities for Danbury residents and workers and to achieve proper maintenance of those acquired properties. The prospect of owning a home in the City of Danbury can be achieved by many of our community residents if given the proper guidance and techniques that will be achieved through experience budget/credit counselors.

The Cooperative Extension will accrue costs for supplying the Homeownership Education Committee with course materials to conduct budget/credit counseling. The following items and costs are needed for the workshops and to reimburse the Cooperative Extension Service:

Educational materials @ \$21.50 per person (35 attendees) = \$752.50
Refreshments and other necessary supplies = \$97.50

17
The Partnership is respectfully requesting approval of the expenditure of an amount of \$850.00 from the Danbury Housing Partnership affordable housing fund to be utilized for expenses accrued in the successful operation of the Homeownership Education workshops.

The Partnership is excited that the City of Danbury will profit from the benefits that experienced budget/credit counselors can provide to community residents seeking to purchase their first home.

Please contact Chairperson Sam Deibler or myself should you have any questions concerning this request.

On Behalf of the Partnership,



Susan Zaborowski
Fair Housing Officer

cc: Samuel Deibler, Chairperson
Paul Schierloh, Assoc. Director for Housing
Kimberly Redenz, Asst. Finance Director
Lewis Wallace, Asst. to the Mayor



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

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

August 27, 1991

Certification

TO: Common Council via
Mayor Gene F. Eriquez

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

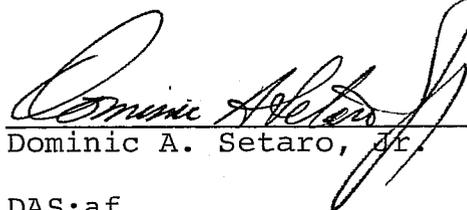
RE: Water Fund Transfers

Attached you will find a memo sent to me by William Buckley, Superintendent of Public Utilities, in reference to the reappropriation of 1990-91 funds from the Water Department.

As is customary, regarding any funds that are appropriated and unspent at the end of the fiscal year for projects which will continue into the next fiscal year, the Common Council must take action to reappropriate those monies so the projects can be completed.

I have reviewed the attached communication based on a preliminary financial statement that has been issued to our auditors and I hereby certify the availability of \$265,519.43 to be reappropriated from the Water Fund fund balance (surplus) to the accounts as indicated in Mr. Buckley's memo. Please place this item on the Common Council's September agenda for the Council's approval.

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



Dominic A. Setaro, Jr.

DAS;af
Attachment

c: William Buckley



RECEIVED
FINANCE DEPT.

AUG 27 1991

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

10

WATER, SEWER, RECYCLING &
SOLID WASTE DEPARTMENTS
797-4539

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

August 26, 1991

TO: MR. DOMINIC SETARO, DIRECTOR OF FINANCE
RE: REAPPROPRIATION OF 1990-1991 FUNDS

When a project is started in one fiscal year within the Water Department, all the monies appropriated for that project must be spent within that fiscal year or the monies will go back into the water fund automatically at the end of the fiscal year. This occurs whether or not the monies were encumbered or not. Last year, we had a number of projects which were started in the 90-91 fiscal year which on June 30, 1991 were still not 100 percent complete and therefore, monies encumbered for those projects on June 30, 1991 were left unspent. The purpose of this letter is to request your assistance in getting those funds reappropriated in the proper accounts in the 91-92 budget so that the projects can be completed and finalized. Please be advised that this will have no effect whatsoever on the rate structure.

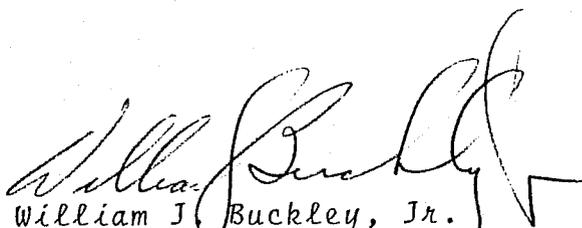
For your information and ease of review, I have put the project in a table form. They are listed below with a name of the project in a table form. They are listed below with a name of the project amount of the monies that must be reappropriated in order to complete the project.



RECYCLED
PAPER

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PROJECT</u>	<u>ACCOUNT NO.</u>	<u>AMOUNT TO BE REAPPROPRIATED</u>
90534	Pitt-Des Moines	Tarrywile Tank	10-01-342-000000	173,882.00
90462	Roald Haestad	Distribution System Items #1-6	10-01-343-000000	26,873.93
90462	" "	Distribution System Items #7-10	10-40-660-000000	35,286.80
90486	" "	West Lake Dam	10-10-600-000000	10,829.35
90539	" "	White St. Bridge	10-01-343-000000	9,621.70
90591	" "	Harvest Hill Serv.	10-01-343-000000	500.00
90592	" "	Margerie Filter Plant	10-10-600-000000	500.00
90594	" "	Harvest Hill Water Mains	10-40-660-000000	7,423.26
90614	" "	Hollandale Estates	10-01-342-000000	602.39

Should you have any questions or care to discuss this matter in greater detail, do not hesitate to contact me.


 William J. Buckley, Jr.
 Supt. of Public Utilities

WJB/sm

cc: Jack Schweitzer
 Robert Ogden



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BLANSFIELD BUILDERS, INC.

2 High Fields Drive
Danbury, CT 06811

James Blansfield

797-9174

August 19, 1991

Mayor Gene Enriquez
Common Council of The City of Danbury
Deer Hill Avenue
Danbury, CT 06811

Dear Sir:

As property owners of Grammar School Drive, we have unanimously decided to petition the City of Danbury to accept our intent to change the name of the cul de sac portion of Grammar School Drive to Woodstone Court. In anticipation of the city's acceptance of the new road extension of Grammar School Drive this fall, we are preparing to start the process now so that all postal address changes can be accomplished promptly. Therefore, we are requesting that this item be placed on the September 1991 council agenda.

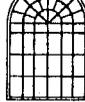
Our signatures below, indicates our collective approval of a street name change from Grammar School Drive to Woodstone Court. We would also be willing to attend the AD HOC committee meeting in case any questions or concerns need to be clarified.

Sincerely Yours,

James J. Blansfield
President

4 10 signatures

JB:lm
cc



BLANSFIELD BUILDERS, INC.

2 High Fields Drive
Danbury, CT 06811

James Blansfield

797-9174

LIST OF PROPERTY OWNERS

Lot #1: Heritage Estates, Section 2C
High Fields Land Company
James J. Blansfield, V. Pres.

James Blansfield 8/20/91

Lot #2: Heritage Estate, Section 2C
Howard Buhse
4 High Fields Drive
Danbury, CT 06811

Howard Buhse

Lot #3: Heritage Estates, Section 2C
High Fields Land Co.
James J. Blansfield, V. Pres.

James Blansfield 8/20/91

Lot #4: Heritage Estates, Section 2C
High Fields Land Co.
James J. Blansfield, V. Pres.

James Blansfield 8/20/91

Lot #5: Heritage Estates, Section 2C
High Fields Land Co.
James J. Blansfield, V. Pres.

James Blansfield 8/20/91

Lot #6: Heritage Estates, Section 2C
High Fields Land Co.
James J. Blansfield, V. Pres.

James Blansfield 8/20/91

Also: Future Property Owners 12/91
Dr. and Mrs. Jose Henriquez

M. Henriquez

Lot #7: Heritage Estates, Section 2C
High Fields Land Co.
James J. Blansfield, V. Pres.

James Blansfield 8/20/91

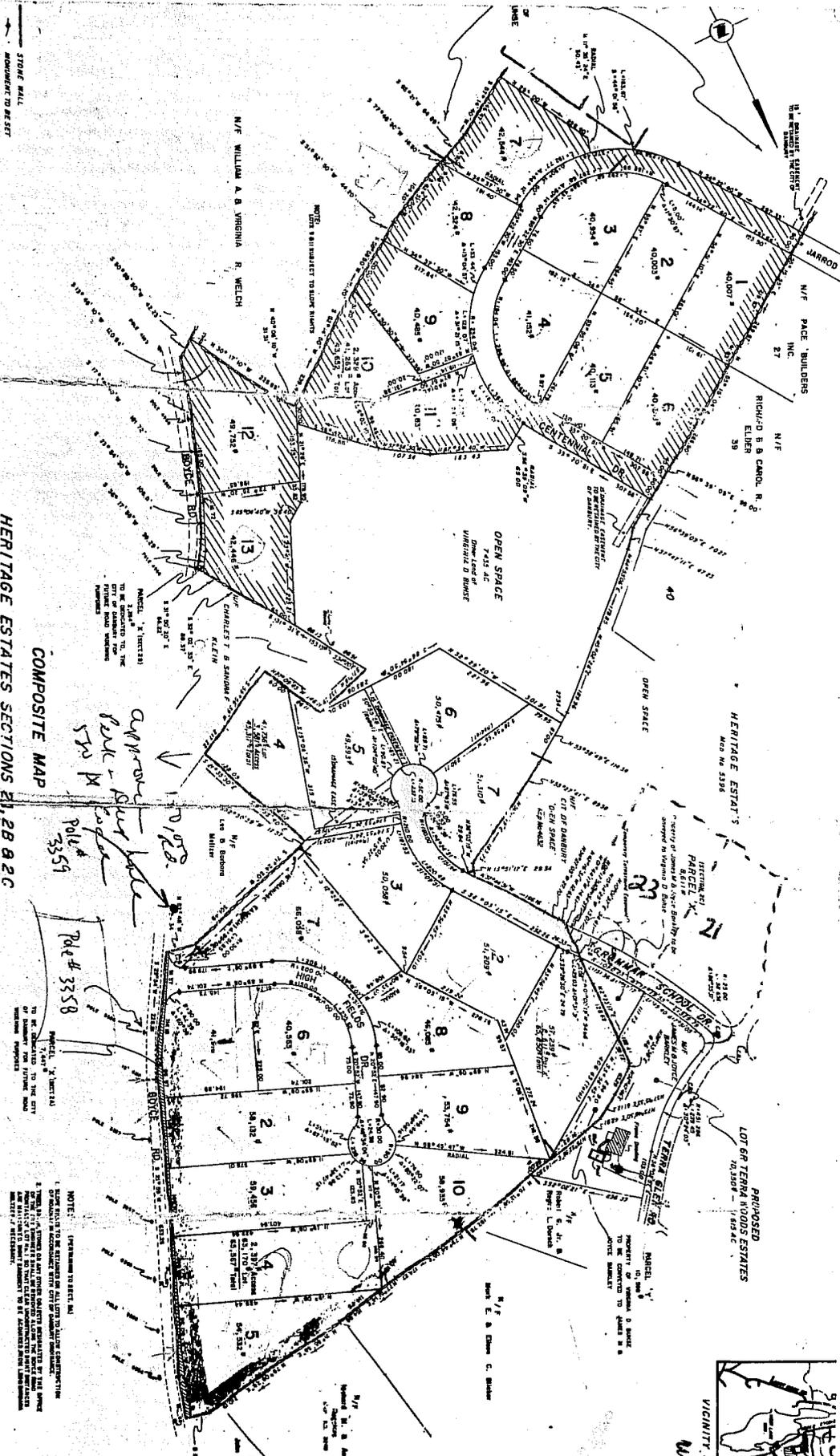
21: Grammar School Drive
Michael Fenech
Property Owner

Michael Fenech 8/22/91

23: Grammar School Drive
Gary Leppia
Property Owner

Gary Leppia

IN 24 (Shaded Area) 13,622 AC. MAP No. 6779-D.L.R.
V 28 (Cross-hatched Area) 14,888 AC. MAP No. 6874-D.L.R.
1 2C (Clear Area) 16,358 AC.



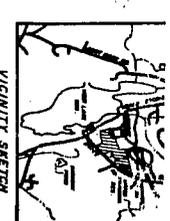
COMPOSITE MAP
HERITAGE ESTATES SECTIONS 21, 2B & 2C

TOTAL AREA: 44,338 AC.
DANBURY, CONNECTICUT
SCALE: 1" = 100' ZONE: RA-40 DATE: 11/18/1980
OWNER OF RECORD: VIRGINIA D. BLINKE

NOTE: (Pursuant to Sec. 14)

1. THIS PLAT IS TO BE CONSIDERED AS A PART OF THE RECORDING INSTRUMENT.
2. THE PLAT IS TO BE CONSIDERED AS A PART OF THE RECORDING INSTRUMENT.
3. THE PLAT IS TO BE CONSIDERED AS A PART OF THE RECORDING INSTRUMENT.
4. THE PLAT IS TO BE CONSIDERED AS A PART OF THE RECORDING INSTRUMENT.
5. THE PLAT IS TO BE CONSIDERED AS A PART OF THE RECORDING INSTRUMENT.

Approximate
Roll # 3359
Roll # 3358





20

CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ
MAYOR

(203) 797-4511

August 23, 1991

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

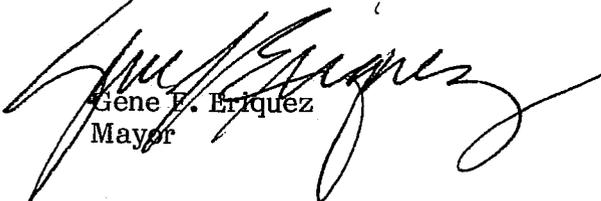
Dear Council Members:

Mr. Mortimer J. Sullivan, President of Robotic Unlimited Resources, Inc. of Bethel has offered to donate an "Industrial Collectible" made of 120 circuit boards from the former Unimation Plant. The collectible is framed for hanging and includes the signature of Mr. Joseph Engelberger, considered the "Father of Robotics".

Please accept this donation so future generations can be reminded of Danbury's industrial past.

Thank you.

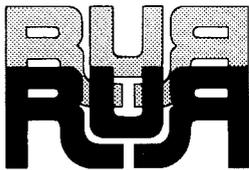
Sincerely,



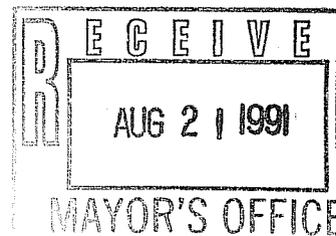
Gene F. Enriquez
Mayor

GFE/msm

ROBOTIC UNLIMITED RESOURCES, INC.



8 Roberts Drive
P.O. Box 06801-0415
Bethel, Ct. 06801
203-748-2139 (Telephone & FAX)



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

August 19, 1991

20

Reference: Donation of Industrial "Collectible"

Dear Mayor Enriquez:

On Sunday, August 4th, 1991 the Danbury News Times ran an article telling how the United States is falling further behind in industrial robotics. We have lost what in 1981 used to be a worldwide 100% Danbury product, the industrial robot. At Unimation, Inc. where then 800 people worked, all is but a memory. Sad but true.

While Danbury for years was the "hat city", styles gradually changed and that business gradually disappeared. Today, technology and products change so rapidly that in a decade factories start, grow and die. Yet peoples' pride of authorship, workmanship, and in product sent worldwide stay in the memories of those who were part of the scene. For this reason, our company in collaboration with Mr. Joseph Engelberger, considered the "Father of the worldwide industrial robot" has created an industrial "collectible" commemorating Danbury's pride as the City where it all started.

When Robotic Unlimited Resources, Inc. (RUR) purchased a robot product line from Westinghouse-Unimation, included in the sale were approximately 120 mint condition circuit boards used in the original industrial robots of the 1970's and early 1980's. These, together with Mr. Engelberger's signature and a statement that this was part of America's industrial past from Danbury, are framed for wall mounting. A picture is enclosed. We would like to donate one of these to the City, a visible reminder of the City's contribution to the industrial world. We hope that you will accept our offer and look forward to hearing from you.

Sincerely yours,

ROBOTIC UNLIMITED RESOURCES, INC.

A handwritten signature in cursive script, appearing to read 'M. Sullivan'.
Mortimer J. Sullivan, President

MJS:em
Encl:

22

Mayor Eugene Eriquez
City of Danbury
City Hall - 155 Deer Hill Avenue
Danbury, CT 06810

August 3, 1991

We the undersigned, property owners on Third street in Danbury Connecticut, do hereby petition the city of Danbury to install public sewer service on our street.

Several years ago the property owners of Third Street were approached by the city about the installation of public sewers on their street. At that time the property owners did not see a need for public sewers as they all had septic systems in relatively good working order.

Today, approximately fifteen years later, these same systems are no longer all in good working order. As a matter of fact, several of us are having trouble with our old, small and generally failing septic systems.

The average age of the present systems on Third Street are between 20 and 50 years old. We have been informed by the Health Department that several of the old systems are too small for the houses they service by todays standards, and in some instances there is not even enough property available to bring currently failing systems up to the required health code.

We understand that there is a long range plan by the city to run a sewer line down Third Street. However, we have also been informed that it could take as long as 10 years for this to happen. Unfortunately by that time most of us will have had to make costly repairs or replacements to our present systems. The longer we allow these undersized and overused systems to function in their present state, the greater the risk is for ground water contamination.

We ask for your understanding and prompt consideration of this matter. Thank you

cc/ City Clerk
/ Pulic Works Department

S. signature

Signatures pertaining to the August 3, 1991 petition
to Mayor Eugene Eriquez - City of Danbury, concerning city sewer lines

Name	Mailing Address	Third Street Property owned	Phone Number	Signatures
Larry & Robin Dann	6 Third Street Danbury	6 Third Street Danbury	8-791-0244 4-790-4520	Robin M. Dann Larry Dann
RONALD & SANDRA SCATTOLINI	8 THIRD ST. DNB 1	8 THIRD STREET DNB 1	744-0514	Ronald & Sandra Sandra C. Scattolini
CLARENCE & WINIFRED BEERS	12 THIRD ST.	12 THIRD STREET DANBURY	748-8989	Winifred L. Beers Clarence L. Beers
ALDYNA R. CAPRIO	14 THIRD ST	14 THIRD ST.		Aldina Caprio
VINCENT N. NOVACO	2 THIRD ST.	2 THIRD ST.	748-6369	Vincent N. Novaco
CARMEN FRISCH	3-THIRD ST	3-THIRD ST.	748-6907	Carmen Frisch
MICHAEL KOLESAR	454 VERNON 4 THIRD ST	4 THIRD ST	797-1438	Michael Kolesar
Carl Will	7th Third St	7th Third St	748-7934	Carl Will



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

August 8, 1991

PLANNING COMMISSION
(203) 797-4525

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

Re: 8-24 Referral: Request by Robert McNamara on behalf of John Manchurian to purchase City property to the North of Bear Mountain Reservation.

Dear Council Members:

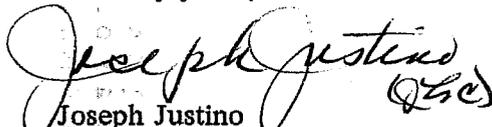
The request is to purchase twenty-two to twenty-seven acres of land to the North of Bear Mountain Reservation. This City land is part of a 42.86 acre parcel (Tax Assessor #H04075) which the City purchased on August 1, 1974 for \$88,000.00 from a Howard E. Palmer (authorized by a Common Council Resolution passed on July 3, 1973)[Transaction found in deeds listed in v.557, pp.374-376 in Danbury Land Records and on Town Clerk Map #5555]. The property is zoned RA-80 (Single family residential with a minimum of 80,000 square foot lots). It is our understanding from Mr. McNamara that the price would be set at market value.

Earlier this year the Planning Commission gave a negative recommendation for a proposed land swap with Mr. Manchurian, which involved a twenty-two acre piece of City land (virtually the same area involved with the present request) and a twenty-eight acre tract from Mr. Manchurian's property fronting on Lake Candlewood.

The Planning Commission also gives a negative recommendation to this current proposal. It is also recommended that before Common Council takes action on this proposal that they consider getting recommendations from the Conservation Commission, the Parks & Recreation Department, and an Ad-hoc Committee which is currently reviewing the possibility of joining the entire tract of land purchased from Mr. Palmer to the Bear Mountain Reservation.

At our meeting Mr. McNamara stated it was his understanding that unless improvements are done to Bear Mountain Reservation that the reservation's land will revert to the Federal Government, from whom the City purchased the reservation's land. It is our understanding from the Planning Department that none of the covenants on either deed for the reservation's two tracts (v.454, pp.443-450 and v.539, pp.208-212 of the Danbury Land Records) appear to note such a requirement, though the applications mentioned in each of the deed's first covenant cannot be located.

Sincerely yours,


Joseph Justino
Chairman



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL
COMMITTEE REPORT

August 7, 1991

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

RE: Proposed acquisition of property off Spruce Mountain Trail (Rotating hazard beacon)

The Common Council committee appointed to review the proposed acquisition of property off Spruce Mountain Trail upon which the Danbury Municipal Airport rotating hazard beacon stands met at 8:00 P.M. on August 7, 1991. In attendance were committee members Setaro, Mack and Fazio. Also in attendance were Assistant Corporation Counsel Laszlo Pinter and Airport Administrator Paul Estefan.

Mr. Setaro explained that the charge of the committee was to consider whether the City should purchase the property upon which the Airport hazard beacon stands as recommended by the Airport Commission.

Mr. Estefan stated that he was concerned that if the City did not own the land in question, some future owners of this property may approach the City for further compensation for its use. Since the public safety interest in this property is weighty as Danbury police, fire, and Airport search and rescue radio transmitters are attached to this beacon, Mr. Estefan recommended that the City enter into negotiations with the property owners for the purpose of purchasing the property and to proceed with condemnation if necessary.

Mr. Fazio raised questions about the commercial transmitters located on the beacon and the events leading up to Mr. Estefan's becoming aware of this situation.

Mrs. Mack made a motion that the Corporation Counsel be authorized to enter into negotiations with the owners of the property where the beacon is located for the purpose of purchasing the property, and, if unsuccessful, that the Corporation Counsel proceed with condemnation of the property located off Spruce Mountain Trail, pending certification by the Director of Finance that funds are available in the Airport escrow account for the purpose of condemnation. Seconded by Mr. Fazio. Motion carried unanimously.

Mrs. Mack moved to adjourn the meeting at 8:20 P.M. Seconded by Mr. Fazio.

Respectfully submitted,

24

CHRISTOPHER C. SETARO, Chairman

JOAN M. MACK

MICHAEL S. FAZIO

Respectfully submitted,

24

CHRISTOPHER C. SETARO, Chairman

JOAN MACK

MICHAEL FAZIO

24

PETER PRIANO AND SUSAN FERRAGUZZI

A certain piece or parcel of land known as Parcel "B2" containing 3,104 square feet, more or less, situated in the City of Danbury, County of Fairfield, State of Connecticut and more particularly described as follows:

PARCEL "B2"

Commencing at the southeasterly corner of land herein described, said corner being the southwesterly corner of Parcel "B1" as described on the map referred to hereinafter, thence running westerly along a stone wall S. $72^{\circ}42'37''$ W. a distance of 95.00 feet, more or less to a point on the easterly line of Spruce Mountain Trail, thence running northerly along the easterly line of Spruce Mountain Trail N. $17^{\circ}28'51''$ W. a distance of 30.00 feet to a point, thence running easterly through the land of now or formerly of Peter Priano and Susan Ferraguzzi N. $72^{\circ}42'37''$ E. a distance of 111.94 feet to a point on a stone wall on the westerly boundary line of Parcel "B1", thence running southerly along said stone wall S. $12^{\circ}00'45''$ W. a distance of 34.40 feet to the point or place of beginning

Bounded :

- Northerly : By other land now or formerly of Peter Priano and Susan Ferraguzzi.
- Easterly : By Parcel "B1"
- Southerly : By land now or formerly of Ralph Sandolo, Frank Sandolo and Mario Sandolo.
- Westerly : By Spruce Mountain Trail.

For a more particular description reference is made to a map entitled " Map Showing Land to be Acquired by the City of Danbury from Tancy Jean Gemza & Marcie Elyce Gemza and Peter Priano and Susan Ferraguzzi Spruce Mountain Trail Danbury, Conn. Scale 1" =40' January 30, 1991 " and certified substantially correct as a Class "D" survey by Ireneo H. Despojado, P.E. & R.L.S. # 12050, which map is to be filed in the Danbury Land Records.

24

TANCY JEAN GEMZA AND MARCIE ELYCE GEMZA

A certain piece or parcel of land known as Parcel "B1" containing 53,558 square feet, more or less, situated in the City of Danbury, County of Fairfield, State of Connecticut and more particularly described as follows:

PARCEL "B1"

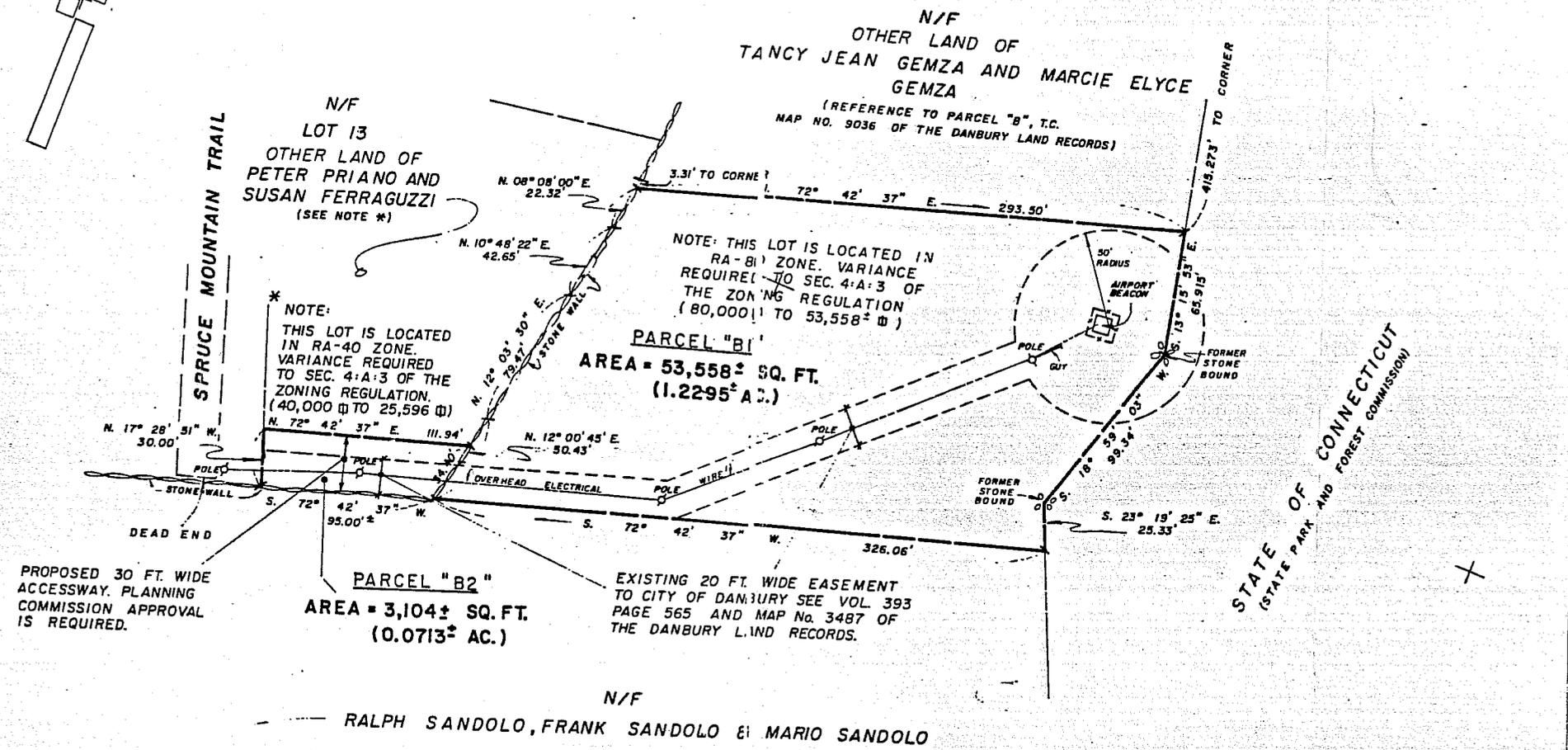
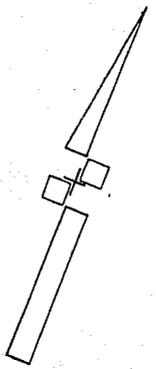
Commencing at the southeasterly corner of land herein described, said corner being the northeasterly corner of land of now or formerly Ralph Sandolo, Frank Sandolo and Mario Sandolo, thence running westerly, S. $72^{\circ}42'37''$ W. a distance of 326.06 feet to a point on the corner of stone wall, thence running northerly along said stone wall N. $12^{\circ}00'45''$ E. a distance of 50.43 feet to a point, thence N. $12^{\circ}03'30''$ E. a distance of 79.47 feet to a point, thence N. $10^{\circ}48'22''$ E. a distance of 42.65 feet to a point, thence N. $08^{\circ}08'00''$ E. a distance of 22.32 feet to a point on stone wall, thence running easterly through land of now or formerly Tancy Jean Gemza and Marcie Elyce Gemza N. $72^{\circ}42'37''$ E. a distance of 293.50 feet to a point on the westerly boundary line of State of Connecticut, thence running southerly along westerly boundary line of State of Connecticut S. $13^{\circ}15'53''$ E. a distance of 65.915 feet to a former stone bound, thence S. $18^{\circ}59'03''$ W. a distance of 99.34 feet to a former stone bound, thence S. $23^{\circ}19'25''$ E. a distance of 25.33 feet to the point or place of beginning.

Bounded :

- Northerly : By other land now or formerly of Tancy Jean Gemza and Marcie Elyce Gemza.
- Easterly : By State of Connecticut (State Park and Forest Commission)
- Southerly : By land of now or formerly Ralph Sandolo, Frank Sandolo and Mario Sandolo.
- Westerly : By land of now or formerly Peter Priano and Susan Ferraguzzi and by Parcel B2, each in part.

For a more particular description reference is made to a map entitled " Map Showing Land to be Acquired by the City of Danbury from Tancy Jean Gemza & Marcie Elyce Gemza and Peter Priano and Susan Ferraguzzi Spruce Mountain Trail Danbury, Conn. Scale 1" =40' January 30, 1991 " and certified substantially correct as a Class "D" survey by Ireneo H. Despojado, P.E. & R.L.S. # 12050, which map is to be filed in the Danbury Land Records.

W



PROPOSED 30 FT. WIDE ACCESSWAY. PLANNING COMMISSION APPROVAL IS REQUIRED.

I HEREBY DECLARE THAT THIS MAP IS SUBSTANTIALLY CORRECT IN ACCORDANCE WITH THE STANDARD OF A CLASS "D" MAP AS DEFINED IN THE RECOMMENDED STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT AS PREPARED AND ADOPTED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC., ON SEPTEMBER 13, 1984. THE MAP IS COMPILED FROM OTHER MAPS, DEEDS, DIMENSIONS AND OR OTHER SOURCES OF INFORMATION AND SUBJECT TO CHANGE AS A FIELD SURVEY MAY DISCLOSE.

- NOTES:
1. REFERENCE MADE TO MAPS NOS. 1472, 3487, 4638, 6465 & 9036 OF THE DANBURY LAND RECORDS.
 2. PARCEL "B1" IS A PORTION OF PARCEL "B" MAP NO. 9036 AND PARCEL "B2" IS A PORTION OF LOT 13 MAP NOS. 6465 AND 1472 OF THE DANBURY LAND RECORDS.
 3. PARCEL "B1" AND PARCEL "B2" REQUIRE ZONING VARIANCE APPROVAL TO CONFORM TO SEC. 4:A:3-MINIMUM AREA OF THE ZONING REGULATIONS.
 4. PROPOSED 30 FT. WIDE ACCESSWAY REQUIRES PLANNING COMMISSION APPROVAL.

CITY OF DANBURY
ENGINEERING DEPARTMENT
JOHN A. SCHWEITZER, JR., CITY ENGINEER

MAP SHOWING LAND TO BE ACQUIRED BY THE CITY OF DANBURY FROM TANCY JEAN GEMZA & MARCIE ELYCE AND PETER PRIANO AND SUSAN FERRAGUZZI SPRUCE MOUNTAIN TRAIL DANBURY, CT.

SCALE 1" = 40' JANUARY 30, 1991

24

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 holds a permanent easement and right-of-way over a portion of property off Spruce Mountain Trail (rear) shown and described in a certain easement from Doris Jean Gemza to the Town of Danbury dated July 22, 1963, recorded in Volume 393 at Page 565 of the Danbury Land Records on August 8, 1963 and further depicted on Town Clerk Maps No. 3487 and No. 9036; and

WHEREAS, said easement and right-of-way permitted the Town of Danbury to erect and maintain a rotating airport beacon light, poles, transmission line structures and other appurtenances over, upon, across and under said property of the Grantor; and

WHEREAS, it is now in the best interests of its successor, the City of Danbury, to acquire permanent ownership of said property and additional property known as Parcels "B-1" and "B-2" on "Map Showing Land to be Acquired by The City of Danbury From Tancy Jean Gemza and Marcie Elyce Gemza and Peter Priano and Susan Ferraguzzi Spruce Mountain Trail, Danbury, Conn. Scale 1" = 40' January 30, 1991" and which property is further described on the attached Schedules; and

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

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

DANBURY PUBLIC SCHOOLS

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

FILE

JUN 24 1991

Anthony L. Singe Ph.D.
Superintendent of Schools

(Handwritten initials)

June 19, 1991

(Handwritten initials)

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,

(Handwritten signature: Tony)

Anthony L. Singe
Superintendent of Schools

ALS/JDH/bs

CC: D. Setaro
J. Heidenreich

STATE AND FEDERAL PROGRAMS

<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

25

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

continued.....

	<u>ADOPTED</u> <u>1990 - 1991</u>
<u>OTHER PROGRAMS</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

ES

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



5

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

9/4/91

REPORT

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

Re: Revision of Board of Education 1990-1991 State and
Federal Budget.

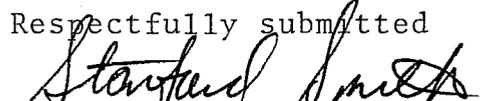
The Common Council committee appointed to review the communication from the Superintendent of Schools, met on August 20, 1991 at 7:30 P.M. on the Fourth Floor of City Hall.

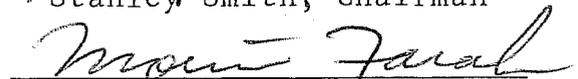
In attendance were committee members, Stanley Smith, Mounir Farah, Joseph Scozzafava and Joan Mack. Also in attendance were Director of Finance Dominic Setaro, School Director of Finance, Mr. Heidenreich, and Board of Education members Philip Fenster and M. Chory.

Mr. Heidenreich addressed the communication that was sent to the Common Council from Superintendent Anthony Singe. After a timely discussion, Mr. Setaro and Mr. Heidenreich would work in conjunction to assure that there would not be an over run of the budgeted amount that has been approved by the Common Council, since this is not the first time this has occurred.

A motion was made by J. Scozzafava and seconded by M. Farah to recommend acceptance of the communication from Dr. Singe, School Superintendent, with no amendment to the 1990-1991 fiscal budget. The committee encourages that steps be taken by the School Finance Department, that over-spending of the approved amount does not occur again. Motion carried unanimously.

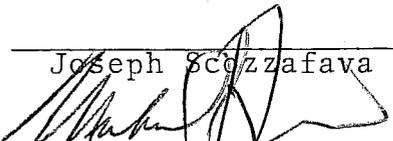
Respectfully submitted


Stanley Smith, Chairman


Mounir Farah

Joan Mack

Joseph Scozzafava



Michael Fazio



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

25

9/4/91

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Respectfully submitted

Stanley Smith, Chairman

Mounir Farah

Joan Mack

Joseph Scozzafava

Michael Fazio

LEASE

This lease, made the _____ day of _____, 19____
between _____ hereinafter called the Landlord,
and _____ hereinafter called the Tenant.

WITNESSETH: that the Landlord has leased, and does hereby lease to the
said Tenant, the following described premises: _____

_____ (Specify: _____ first floor;
second floor _____; Other _____) for the term of one year commencing on

the first day of _____, 19____ and to end on the _____
day of _____, 19____ for the annual rent of \$ _____

_____ payable in equal monthly payments in
advance of \$ _____ each, to wit: on

the first day of each month. The Tenant's monthly contribution shall be \$ _____
_____ and the Housing Authority of the City

of Danbury's monthly contribution shall be \$ _____.

The lease premises shall be used and occupied only by those occupants as listed
in Tenant's application upon the following conditions and covenants:

1. BROKEN PERIOD: The Tenant(s) shall have the right to occupy the leased
premises during the period from _____ 19____ to the
commencement of the term hereof under and subject to the same conditions as are
set forth herein. The rent from _____, 19____ to the commencement
of the term herein shall be in an amount equal to the product of the number of
days of actual occupancy multiplied by 1/30th of the monthly rent herein stipulated
and shall be payable at the time the lease is signed:

Tenant's contribution: \$ _____

HACD contribution : \$ _____

2. SECURITY DEPOSIT: The Tenant shall pay \$ _____
as a Security Deposit the use of which shall be regulated by the applicable pro-

visions of the Connecticut General Statutes governing security deposits. The sum
paid by the Tenant shall be equal to two month's rent. The

HACD's contribution towards the security deposit shall be governed by applicab'e
HUD regulations pertaining to Section 8 Housing and Paragraph 1.5 (a) of the

Housing Assistance Payments Contract executed by and between the HACD and Landlord,
dated _____.

3. MUNICIPAL REGULATIONS: In consideration of the letting of the premises it is agreed by the Tenant to comply with all the laws of the State and the Town within which the premises hereby leased are situated relating to health, nuisance, fire, highways, and sidewalks so far as the premises hereby leased are situated relating are or may be concerned, and to save the Lessor harmless from all fines, penalties and cost for violation of or non-compliance with the same.

4. It is further agreed by Tenant no to assign said premises or any part thereof without permission in writing from Owner and will not occupy the said premises for any business deemed extra hazardous without the like consent.

5. LEGAL FEES: In any action brought by the Landlord against the Tenant for possession of the leased premises or for the collection of any rent or other amount due from the Tenant, the Tenant shall pay the Landlord the attorney's fees, legal fees, sheriff's fees, (including service of notice to quit) and court costs incurred by the management unless a judgement is entered in favor of the tenant in such action. Provide, however, when any action is terminated or withdrawn by the management after reaching agreement with the tenant(s), the tenant(s) having admitted liability, shall be liable for all court costs, attorney's fees, sheriff's fees, and legal fees incurred by the Landlord prior the aforesaid agreement. The amount of such attorney's fees which are the Tenant's responsibility is governed by Section 4 (a) (7) Public Act 76-95.

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

7. AND THE SAID TENANT covenants with the said Landlord to hire said premises and to pay the rent hterefore as aforesaid, that Tenant will commit no waste, nor suffer the same to be committed thereon, nor injure nor misuse the same; and also that Tenant will not assign this lease nor underlet a part or the whole of said leased premises, or make alteration therein, nor use the same for any purpose but that hereinbefore authorized, without permission from said Landlord but will deliver up the same at the expiration or sooner determination of the tenancy in as good condition as they are now in, ordinary wear, damages by the elements or other unavoidable casualties expected.

8. AND the said Tenant agrees that the said Landlord and the Landlord's agents and other representatives shall have the right to enter into and upon said premises, or any part thereof at all reasonable hours for the purpose of examining the same, or making such repairs or alterations therein as may be necessary for the safety and preservation thereof. The Tenant agrees to permit the Landlord or the Landlord's agents to show the premises to persons wishing to lease or purchase the same; and the Tenant further agrees that on and after the fourth month, next preceeding the expiration of the term hereby granted, the Landlord or the Landlord's agents shall have the right to place notices of the front of said premises, or any part thereof, offering the premises "To Let" or "For Sale", and the Tenant(s) hereby agree to permit the same to remain thereon without hindrance or molestation.

9. PROHIBITED CLAUSES AND ADDENDUM: Prohibited clauses and addendum to lease are attached hereto and made a part hereof.

IN WITNESS THEREOF, the parties have hereunder set their hands the day and year above written. Signed in the presence of:

WITNESS

OWNER

WITNESS

OWNER

WITNESS

TENANT

WITNESS

TENANT

The following provisions are section _____ of the Lease between _____
and _____ (Landlord)
for the following dwelling unit: _____ (Tenant)

- (A). Housing Assistance Payments Contract.
The Landlord will enter into a Housing Assistance Payments Contract ("Contract") with a Public Housing Agency ("PHA") under the Section 8 Existing Housing Certificate Program of the U.S. Department of Housing and Urban Development. Under the Contract, the PHA will make housing assistance payments to the Landlord to assist the Family, of which the Tenant is the representative, to lease the dwelling unit from the Landlord.
- (B). Conflict with Other Provisions of Lease.
In case of any conflict between the provisions of this section of the Lease and any other provisions of the Lease, the provisions of this section shall prevail.
- (C). Term of Lease.
The term of the Lease shall begin on _____, _____ and shall continue until: (1) a termination of the Lease by the Landlord in accordance with paragraph (H) of this section, (2) a termination of the Lease by the Tenant in accordance with the Lease or by mutual agreement during the term of the Lease, or (3) a termination of the Housing Assistance Payments Contract by the PHA.
- (D). Rent.
 - (1) The amount of the total monthly rent payable to the Landlord during the term of the Lease (called the "Contract Rent") shall be determined in accordance with the Contract between the Landlord and the PHA.
 - (2) The portion of the Contract rent payable by the Tenant ("Tenant Rent") shall be an amount determined by the PHA in accordance with HUD regulations and requirements. The amount of the tenant rent is subject to change as determined by the PHA during the term of the Lease. Any change in the amount of the tenant rent will be stated in a written notice by the PHA to the Tenant and the Landlord, stating the new amount and the effective date of the change. Initially and until such change the Tenant agrees to pay \$ _____ per month to the Landlord as the tenant rent.
 - (3) The tenant rent as determined by the PHA is the maximum amount the Landlord can require the Tenant to pay as rent for the dwelling unit, including all services, maintenance and utilities to be provided by the Landlord in accordance with this Lease.
 - (4) Each month, the PHA will pay a housing assistance payment to the Landlord on behalf of the Tenant Family in accordance with the Contract. The monthly housing assistance payment is the difference between the Contract rent and the tenant rent.
- (E). Security Deposit.
 - (1) The Tenant has deposited \$ _____ with the Landlord as a security deposit. The Landlord will comply with HUD regulations regarding security deposits from a Tenant, and shall not collect a security deposit which is more than the maximum amount permitted under the regulations.
 - (2) The Landlord will hold the security deposit during the period the Tenant Family occupies the dwelling unit under the Lease. The Landlord shall comply with State and local laws regarding interest payments on security deposits.
 - (3) After the Tenant Family has moved from the dwelling unit, the Landlord may (subject to State and local law) use the security deposit, including any interest on the deposit, as reimbursement for any unpaid tenant rent or other amounts which the Tenant owes under the Lease. The Landlord will give the Tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the Landlord, the Landlord shall promptly refund the full amount of the balance to the Tenant.

(F). Utilities and Appliances.

(1) The Landlord shall provide the utilities listed in column (1) below for the dwelling unit without any additional charge to the Tenant. The utilities listed in column (2) below are not included in the Contract rent, and are paid by the Tenant.

Type of Utility	Column 1 Put "X" by Utility Included in rent	Column 2 Put "X" by Tenant Paid utility
Garbage Collection		
Water		
Heating Type(Specify Type)		
Lights, Electric		
Cooking (Specify Type)		
Other (Specify		

(2) The Landlord shall provide the _____ appliances for the dwelling unit as shall be located on premises at the commencement of the lease term.

(G). Maintenance and Services.

The Landlord shall maintain the dwelling structure and equipment, and common areas and facilities to provide decent, safe and sanitary housing in accordance with the housing quality standards (24 CFR Section 882.109) for the Section 8 Existing Housing Certificate Program, including the provision of all the services, maintenance and utilities set forth in the Lease.

(H). Termination of Tenancy by Landlord.

(1) The Landlord shall not terminate the tenancy except for:

- (a) Serious or repeated violation of the terms and conditions of the Lease.
 - (b) Violation of Federal, State, or local law which imposes obligations on a tenant in connection with the occupancy or use of the dwelling unit and surrounding premises; or
 - (c) Other good cause. However, during the first year of the term of the lease, the Landlord may not terminate the tenancy for "other good cause" unless the termination is based on malfeasance or nonfeasance of the Tenant Family.
- (2) The following are some examples of "other good cause" for termination of tenancy by the Landlord:
- (a) Failure by the Tenant Family to accept the offer of a new Lease in accordance with paragraph (K) of this Section;
 - (b) A Tenant Family history of disturbance of neighbors or destruction of property, or of living or housekeeping habits resulting in damage to the unit or property;
 - (c) Criminal activity by Tenant Family members involving crimes of physical violence to persons or property;
 - (d) The Landlord's desire to utilize the unit for personal or family use or for a purpose other than use as a residential rental unit; or
 - (e) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, desire to rent the unit at a higher rental).

This list of examples is intended as a non-exclusive statement of some situations included in "other good cause." but shall in no way be construed as a limitation on the application of "other good cause" to situations not included in the list. The Landlord may not terminate the tenancy during the first year of the Lease for "other good cause" (see paragraph (H)(1)(c) for the grounds stated in paragraph (H)(2)(a), (H)(2)(d), (H)(2)(e) of this section.

(3) The Landlord may evict the Tenant from the unit only by instituting a court action. The Landlord must notify the PHA in writing of the commencement of procedures for termination of tenancy, at the same time that the Landlord gives notice to the Tenant under State or local law. The notice to the PHA may be given by furnishing the PHA a copy of the notice to the Tenant.

- (I). **Discrimination.**
The Landlord shall not discriminate against the Tenant Family in the provision of services, or in any other manor, on the grounds of age, race, color, creed, religion, sex, handicap or national origin.
- (J). **Combining Notices.**
Any notices under paragraphs (H), (K), or (L) of this section may be combined with and run concurrently with any notice required under State or local law.
- (K). **Offer of New Lease.**
After approval of a proposed new Lease by the PHA in accordance with HUD regulations, the Landlord may offer the Tenant Family the proposed new Lease for execution on behalf of the Tenant Family, for a term beginning at any time after the first year of the term of this Lease. The Landlord shall give the Tenant written notice of the offer, with copy to the PHA, at least sixty days before the proposed commencement date of the new Lease term. The offer may specify a reasonable time limit for acceptance by the Tenant Family.
- (L). **Termination of Lease by Tenant.**
The Tenant may terminate the Lease without cause at any time after the first year of the term of the Lease, on not more than sixty days written notice by the Tenant to the Landlord (with copy to the PHA). (The provisions of this subsection (L) are not intended to limit any right of the Tenant to terminate the Lease where so provided elsewhere in the Lease.)
- (M). **Assistance Contract.**
This Lease has been signed by the parties on the condition that the PHA will promptly execute a Housing Assistance Payments Contract with the Landlord. This Lease shall not become effective unless the PHA has executed a Housing Assistance Payments Contract with the Landlord effective the first day of the term of the Lease.
- (N). **Prohibited Lease Provisions.**
Notwithstanding anything to the contrary contained in the Lease, any provision of the Lease which falls within the classifications below shall be inapplicable.
 - (1) **Confession of Judgement.** Consent by the Tenant to be sued, to admit guilt, or to a judgement in favor of the Landlord in a lawsuit brought in connection with the Lease.
 - (2) **Treatment of Property.** Agreement by the Tenant that the Landlord may take or hold the Tenant Family's property, or may sell such property without notice to the Tenant and a court decision on the rights of the parties.
 - (3) **Excusing Landlord from Responsibility.** Agreement by the Tenant not to hold the Landlord or Landlord's agents legally responsible for any action or failure to act, whether intentional or negligent.
 - (4) **Waiver of Legal Notice.** Agreement by the Tenant that the Landlord may institute a lawsuit without notice to the Tenant.
 - (5) **Waiver of Court Proceedings for Eviction.** Agreement by the Tenant that the Landlord may evict the Tenant Family (a) without instituting a civil court proceeding in which the Family has the opportunity to present a defense, or (b) before a decision by the court on the rights of the parties.
 - (6) **Waiver of Jury Trial.** Authorization to the Landlord to waive the Tenant's right to a trial by jury.
 - (7) **Waiver of Right to Appeal Court Decision.** Authorization to the Landlord to waive the Tenant's right to appeal a court decision or to waive the Tenant's right to sue to prevent a judgement from being put into effect.
 - (8) **Tenant Chargeable with Cost of Legal Actions Regardless of Outcome of Lawsuit.** Agreement by the Tenant to pay lawyer's fees or other legal costs whenever the Landlord decides to sue, whether or not the Tenant wins.

Tenant	Landlord
Signature and Date Signed	Print or Type Name of Landlord

BY: _____

Print or Type Name of Family Representative	Signature and Date Signed
---	---------------------------

Signature and Date Signed	BY: Print or Type Name & Title of Signatory
---------------------------	--

BY: _____

Print or Type Name of Family Representative



26

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

Sept. 4, 1991

REPORT

Honorable Mayor Gene Eriquez
Honorable Members of the Common Council

Re: Tarrywile Park Lease.

The Common Council committee appointed to review the Tarrywile Park Lease Addendum, met on August 26, 1991 at 7:10 P.M. in room 432 in City Hall. Present were committee members Scalzo, Setaro and Regan. Also present were Lazlo Pinter, Assistant Corporation Counsel, Bernard Fitzpatrick, Director of Housing Authority, Robert Woodside, Director of Tarrywile Park Authority, Robert Lovell, Chairman, Tarrywile Park Authority and Gerald Daly, member of Tarrywile Park Authority.

Background information was presented by Councilman Scalzo, stating that the Tenant Review Committee submitted three names, from the applications received and who met the criteria for renting the Carriage House, to the Tarrywile Park Authority. After selecting one of the three, the Authority learned that the individual receives Title VIII Federal Housing Assistance because of the size of his family and income. This situation requires that HUD regulations be a part of the municipal lease.

The charge of the committee is to determine whether to accept the HUD LEASE and addendum and have it executed as well as the City of Danbury Lease. The HUD Lease and regulations contain some areas inconsistent with the City Lease. These included the amount of security deposit required, determination of the amount of rent to be charged, gas and electric utilities payment, maintenance of premises and appliances, and the eviction process.

After much discussion and debate by all present concerning the above inconsistencies, agreement was reached that changes in the HUD Lease and regulations be made to conform to the City Lease.

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Motion was made by Councilman Setaro that the Carriage House Lease approved at the May 7, 1991 Council Meeting, be amended to include the Federal HUD Lease and addenda for this tenant for the period of one year as specified in the Federal HUD addenda. Motion was seconded by Councilman Regan and passed unanimously.

Motion made by Councilman Regan, seconded by Councilman Setaro to adjourn at 9:00 P.M. Motion carried unanimously.

RESPECTFULLY SUBMITTED

Harry W. Scalzo

Harry W. Scalzo, Chairman

Christopher Setaro

Christopher C. Setaro

Arthur D. Regan

Arthur D. Regan

mr



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

PROGRESS REPORT

September 4, 1991

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

Re: Joint Committee with the Aviation Commission

The Common Council Committee appointed to meet jointly with a committee from the Aviation Commission to study a request by the Aviation Commission to establish a mutually acceptable and standardized leaving procedure to deal with available surplus airport property met on Monday, August 12, 1991 at 8:00 P.M. in Room 432 in City Hall. In attendance were committee members Valeri, Boynton and Regan. Also in attendance were Aviation Commission Members Crudginton, Scarfi, Sherwood, Landerman, Zarecki and Bernard, Assistant Corporation Counsel Les Pinter, Director of Finance Dom Setaro, Lloyd Putter and Matt Bloom of 2001 Real Estate, agents for General Mills Restaurant, General Mills' Neil Terwilliger and Greg Brinkman from Seahorse Aviation.

It became immediately obvious that certain confusion existed with regard to the expressed vs. implied intent of the committee's charge. Whereas the Aviation Commission had invited the two interested parties (General Mills and Seahorse) in hopes of further negotiating their prospective leases, the Council Committee, supported by Corporation Counsel's ruling, indicated that actual negotiations were outside of its realm of authority although the final decision to approve or deny a fully negotiated lease agreement rests with the Common Council, the responsibility of actual negotiations with the interested parties being that of the Commission.

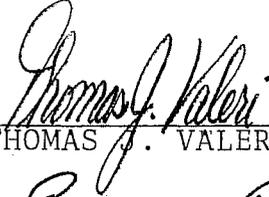
After a lengthy and sometimes heated discussion, it was decided that what was needed was a standardized procedure when dealing with critical areas such as potential tenant recruitment and selection, establishment of fair market value for targeted parcels and minimally acceptable terms of leasing agreements. These would hopefully result in the establishment of procedural guidelines to avoid any further and future confusion.

Mr. Boynton motioned to request input from the Offices of the Tax Assessor, the Corporation Counsel, the Director of Finance, Airport Administrator and the Mayor's Office for both specific and general procedural recommendations to report back to the committee within 30 days, at which time we will reconvene to access that input and establish

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some guidelines. Motion was seconded by Mr. Regan and passed unanimously.

Respectfully submitted,


THOMAS J. VALERI, Chairman


ERNEST M. BOYNTON


ARTHUR D. REGAN



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

September 4, 1991

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

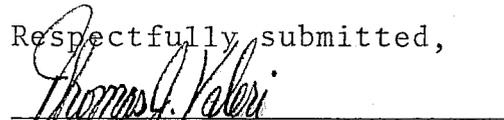
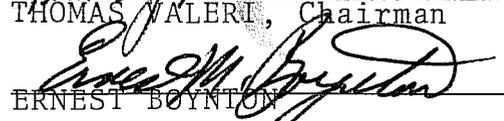
Re: Joint Committee with the Aviation Commission

The Common Council Committee appointed to meet jointly with a committee from the Aviation Commission to study a request by the Aviation Commission to establish a mutually acceptable and standardized leasing procedure to deal with available surplus airport property met on Monday, August 12, 1991 at 8:00 P.M. in Room 432 in City Hall. In attendance were committee members Valeri, Boynton and Regan. Also attending were Aviation Commission Members Crudginton, Scarfi, Sherwood, Landerman, Zarecki and Bernard, Assistant Corporation Counsel Les Pinter, Director of Finance Dominic Setaro, Lloyd Putter and Matt Bloom of 2001 Real Estate, agents for General Mills Restaurant, General Mills' Neil Terwilliger and Greg Brinkman from Seahorse Aviation.

After much discussion, it was ultimately decided that since the charge of the committee was to establish mutually acceptable standardized leasing procedures and not enter into specific negotiations with either prospective lessee at this time, their presence at this meeting was not necessary. It was further agreed that since the two prospective leases were of a dramatically different nature, one being a Fixed Base Operator (F.B.O) - Seahorse Aviation, seeking to establish a vintage (World War II) aircraft museum on five acres with the perimeter of the Airport, the other being a commercial interest seeking to establish two restaurants on a four acre parcel outside the Airport perimeter on Backus Avenue, the two requests should be dealt with separately. Furthermore, it was brought to the attention of the committee that a standardized leasing procedure for F.B.O's had been established several years ago and that it was not necessary for the committee to change that procedure.

Therefore, Mr. Crudginton moved to divide the process, dealing with each prospective lease individually, recommending referral of the Seahorse Aviation request to the Aviation Commission for further negotiations using the previously accepted standard for Fixed Based Operators. Seconded by Mr. Boynton and passed unanimously.


ARTHUR D. REGAN

Respectfully submitted,

THOMAS VALERI, Chairman

ERNEST BOYNTON



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DOMINIC A. SETARO, JR.
DIRECTOR OF FINANCE

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

August 27, 1991

Certification #2

TO: Common Council via
Mayor Gene F. Eriquez

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

We hereby certify the availability of \$25,850.00 to be transferred from the Contingency Fund to the Fire Department, Professional Service and Fees account #02-02-110-020100.

Balance of Contingency Fund	\$627,997.00
Less pending requests	-0-
Less this request	-25,850.00
	<u>\$602,147.00</u>

Dominic A. Setaro, Jr.

DAS:af





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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

September 4, 1991

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

Re: Request for Funds for OSHA Required Medical Exams

The committee appointed to review a request for \$25,850 for OSHA required medical exams for volunteer firefighters met at 7:30 P.M. on August 20, 1991. In attendance were committee members DaSilva, Esposito and Scozzafava. Also in attendance were Warren Levy, Vice-President of the Danbury Volunteer Firemen's Council, Peter Siecienski, Drill Master of the Danbury Fire Department, Antonio Lagarto Fire Chief and Director of Finance Dom Setaro, and Tom Lechner of the Danbury Volunteer Council.

Chief Lagarto passed out copies of the OSHA Hazard Evaluation Report on the Danbury Fire Department and sections of OSHA Federal regulations. Both of these state that "a physician must determine whether an employee is able to perform his or her work while using a respirator before the employee is assigned a task requiring a respirator". In this case the term employee means a volunteer firefighter and the term respirator means self contained breathing apparatus (S.C.B.A.).

Chief Lagarto and Mr. Setaro explained that in order to meet this mandate from OSHA, Corporate Health Care of Danbury will be used by the City to perform the required physical exams. These exams include a spirometry test which rates pulmonary capabilities. The cost for this averages \$110 per exam. This firm has been contracted by the City to perform all such exams.

Mr. Levy and Mr. Lechner stated that they are in favor of the physical exams and the safety factors involved. They will conduct a discussion with the Fire Chief in the future regarding the development of an organizational chart designating those who need to be medically certified.

After discussion, Mr. Scozzafava moved to recommend an appropriation of \$28,850, pending certification, for physical examinations for volunteer firefighters as mandated by OSHA. The motion was seconded by Mr. Esposito and passed unanimously.

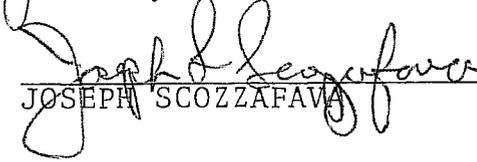
Respectfully submitted,



JOSEPH DaSILVA, Chairman



JOHN ESPOSITO



JOSEPH SCOZZAFAVA



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

Sept. 4, 1991

REPORT

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

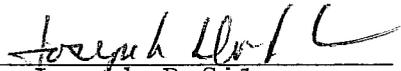
Re: Ordinance - Additional Exemption for Veterans and Spouses of
Low and Moderate Income.

The Common Council, as a committee of a whole, met at 8:45 P.M.
on August 28, 1991, to consider a proposed Ordinance concerning
additional exemptions for Veterans and Spouses of Low & Moderate
Income.

Tax Assessor A. DeFlumeri had explained at the preceding public
hearing that there are no monetary changes in this Ordinance. The
only change is to provide for application every other year as
opposed to a yearly application.

Councilman Boughton moved to recommend approval of the proposed
Ordinance. The motion was seconded by Councilwoman Butera and
passed unanimously.

Respectfully submitted



Joseph DaSilva
Common Council President

mr

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COPY INDICATING NEW LANGUAGE.

THAT subsection 18-15(d) of the Code of Ordinances of Danbury, Connecticut is hereby amended to read as follows:

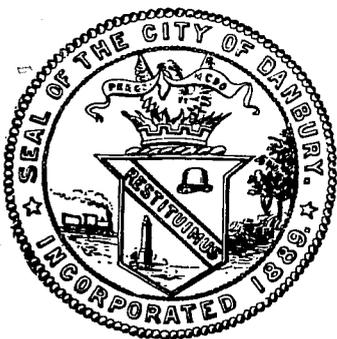
Sec. 18-15. Additional exemption for veterans and spouses of low and moderate income.

(d) Any such veteran or spouse submitting a claim for such additional exemption shall be required to file an application on a form prepared for such purpose by the assessor not later than the assessment date with respect to which such additional exemption is claimed, PROVIDED WHEN AN APPLICANT HAS FILED FOR SUCH AN EXEMPTION AND RECEIVED APPROVAL FOR THE FIRST TIME, SUCH APPLICANT SHALL BE REQUIRED TO FILE FOR SUCH EXEMPTION BIENNIALLY THEREAFTER, SUBJECT TO THE PROVISIONS OF SUBSECTION (E) OF THIS SECTION. Each such application shall include a copy of such veteran's or spouse's federal income tax return, or, in the event such a return is not filed, such evidence related to income as may be required by the assessor for the tax year of such veteran or spouse ending immediately prior to the assessment date with respect to which such additional exemption is claimed.

AND THAT section 18-15 of the Code of Ordinances is hereby amended by adding a subsection to be numbered 18-15(e) which said subsection reads as follows:

(e) Any person who has submitted an application and been approved in any year for the additional exemption under subsection (b) or (c) of this section shall, in the year immediately following approval, be presumed to be qualified for such exemption. During the year immediately following such approval, the assessor shall notify, in writing, each person presumed to be qualified pursuant to this subsection. If any such person has qualifying income in excess of the maximum allowed under said subsection (b) or (c), such person shall notify the assessor on or before the next filing date for such exemption and shall be denied such exemption for the assessment year immediately following and for any subsequent year until such person has reapplied and again qualified for such exemption. Any person who fails to notify the assessor of such disqualification shall make payment to the municipality in the amount of property tax loss related to the exemption improperly taken.

Note: New language is indicated by CAPITALIZATION COMBINED WITH UNDERSCORING.



ORDINANCE
CITY OF DANBURY, STATE OF CONNECTICUT
COMMON COUNCIL

September 4, 1991

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

THAT subsection 18-15(d) of the Code of Ordinances of Danbury, Connecticut is hereby amended to read as follows:

Sec. 18-15. Additional exemption for veterans and spouses of low and moderate income.

(d) Any such veteran or spouse submitting a claim for such additional exemption shall be required to file an application on a form prepared for such purpose by the assessor not later than the assessment date with respect to which such additional exemption is claimed, provided when an applicant has filed for such an exemption and received approval for the first time, such applicant shall be required to file for such exemption biennially thereafter, subject to the provisions of subsection (e) of this section. Each such application shall include a copy of such veteran's or spouse's federal income tax return, or, in the event such a return is not filed, such evidence related to income as may be required by the assessor for the tax year of such veteran or spouse ending immediately prior to the assessment date with respect to which such additional exemption is claimed.

AND THAT section 18-15 of the Code of Ordinances is hereby amended by adding a subsection to be numbered 18-15(e) which said subsection reads as follows:

(e) Any person who has submitted an application and been approved in any year for the additional exemption under subsection (b) or (c) of this section shall, in the year immediately following approval, be presumed to be qualified for such exemption. During the year immediately following such approval, the assessor shall notify, in writing, each person presumed to be qualified pursuant to this subsection. If any such person has qualifying income in excess of the maximum allowed under said subsection (b) or (c), such person shall notify the assessor on or before the next filing date for such exemption and shall be denied such exemption for the assessment year immediately following and for any subsequent year until such person has reapplied and again qualified for such exemption. Any person who fails to notify the assessor of such disqualification shall make payment to the municipality in the amount of property tax loss related to the exemption improperly taken.

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 - Sept. 4, 1991
Approved by Mayor Gene F. Eriquez - Sept. 5, 1991

Attest:

Elizabeth Crugginton
Elizabeth Crugginton
City Clerk



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

Sept. 4, 1991

REPORT

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

Re: Ordinance - Waiver of Property Tax under \$5.00.

The Common Council, as a committee of a whole, met at 8:45 P.M. on August 28, 1991 to review a proposed Ordinance concerning the Waiving of Property Tax under \$5.00. This would make the collection of taxes more cost effective.

Councilman Boughton moved to recommend approval of the Ordinance. The motion was seconded by Councilman Falzone and passed unanimously.

Respectfully submitted

Joseph DaSilva
Common Council President

mr



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ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT COMMON COUNCIL

September 4, 1991

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

THAT the Code of Ordinances of Danbury, Connecticut is hereby amended by adding a section, to be numbered 18-23, which said section reads as follows:

Sec. 18-23. Waiver of property tax under five (\$5.00) dollars.

The City of Danbury hereby adopts the provisions of and invokes the option provided by Section 12-144c of the Connecticut General Statutes relating to the waiver of any property tax due in an amount less than five (\$5.00) dollars. The payment of any property tax due the City of Danbury in an amount less than five (\$5.00) dollars shall hereby and hereafter be waived and the Office of the Tax Collector of the City of Danbury shall be authorized to adjust its records accordingly.

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 - September 4, 1991

Approved by Mayor Gene F. Eriquez - September 5, 1991

Attest: Elizabeth Crudginton
Elizabeth Crudginton
City Clerk

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ORDINANCE
CITY OF DANBURY, STATE OF CONNECTICUT
COMMON COUNCIL

September 4, 1991

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

THAT Article VI. Purchasing of the Code of Ordinances of Danbury, Connecticut is hereby repealed and replaced with a new Article VI. Purchasing which said Article shall read as follows:

ARTICLE VI. PURCHASING

Sec. 2-145. Competitive purchasing.

Subject to the further provisions of this Article it shall be the objective of the purchasing department to have all purchases and contracts made by competitive bids and it shall be the duty of the purchasing agent to obtain three (3) or more price quotations on all purchases where practical. All purchases or contracts shall be awarded to the lowest responsible bidder, having in mind the qualities of the articles, merchandise or service to be supplied, conformity to the specifications, suitability to the requirements of the city department involved as well as other relevant factors as are further set forth in this Article.

Sec. 2-146. Purchasing and bidding procedure.

(a) If the amount of the expenditure, purchase or contract for purchasing, including a continuing order or contract for the purchase of the same commodity over a period of twelve months involves the expenditure of five thousand dollars (\$5,000) or more for a list of related items commonly sold by the same vendors, the purchasing agent shall invite sealed bids or proposals, giving at least five days public notice thereof by publication at least once in a newspaper having circulation in the city, by invitations mailed to known vendors and by posting on a public bulletin board in the office of the purchasing agent. All invitations to bid shall include detailed specifications or indicate where they can be obtained, shall specify the time and place where the bids shall be filed, the time and place where bids will be opened and the time after opening within which an award will be made or all bids rejected. The requirements for public notice and sealed bids concerning a purchase may be waived by the Common Council after a determination that it is in the best interest to do so.

(b) Bids shall be publicly opened by the purchasing agent at the time and place specified and the full detail of each bid shall be recorded. The agent may, at his discretion, invite interested city personnel to the public opening if, in his judgment, it would be of benefit to the process. An abstract of the record of bids shall be posted for public inspection and shall have added to it information indicating the basis for awarding the contract or purchase order and the name of the successful bidder. Said abstract shall remain posted for five (5) days after the award has been made.



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ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT

COMMON COUNCIL

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

(c) If any prospective bidder fails, neglects or refuses to furnish the purchasing agent with such financial statements and other information as may be required to determine his responsibility as a bidder, his bid shall not be considered. If he fails, neglects or refuses to submit bids in response to not fewer than three (3) consecutive requests therefor on commodities of a class furnished by him, his name may be removed from the list of prospective bidders. Bid irregularities or informalities may be waived by the purchasing agent with prior approval of the office of the corporation counsel.

(d) In connection with each advertised request for bids, the purchasing agent may require a certified check or a bid bond to be submitted with the bid, which checks or bid bonds shall be submitted subject to any requirements governing contracts for work to be done on city projects. A certified check or bid bond need not be required for the purchase of commercially available commodities. In the event any bidder shall refuse to accept, within a time specified by the purchasing agent, a contract awarded to him, he shall forfeit his bond to the city, and such contract may be awarded to the next lowest responsible qualified bidder, subject to the same terms and conditions as set forth herein.

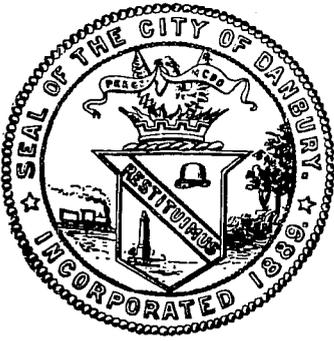
Sec. 2-147. Purchases under \$5,000.

If the amount of expenditures is estimated to be less than five thousand dollars (\$5,000) the purchase may be made in the open market without the necessity for formal advertising or competitive bidding, except that where the amount is estimated to be between twenty-five hundred dollars (\$2,500) and five thousand dollars (\$5,000), written quotations from at least three (3) bidders are to be obtained whenever possible; where the amount is greater than five hundred dollars (\$500) but less than twenty-five hundred dollars (\$2,500), at least three (3) verbal quotes for pricing shall be obtained.

Purchases or sales in sums less than five hundred dollars (\$500) may be awarded based on a single bid, or on competitive bids which may be sought and accepted orally.

Purchase orders may be used at the discretion of the city department involved for work in progress with authorization by the purchasing agent provided that said purchase order does not involve an amount greater than one hundred dollars (\$100).

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ORDINANCE
CITY OF DANBURY, STATE OF CONNECTICUT
COMMON COUNCIL

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

Sec. 2-148. Award by purchasing agent - board of awards.

All awards for projects, materials or services including "piggybacking" on State of Connecticut awarded projects or awards for materials or services shall be made by the purchasing agent after consultation with the department involved in the purchase and in accordance with the provisions hereof so long as the dollar amount of said projects, materials or services does not exceed \$15,000. All such awards involving expenditure of greater than \$15,000 shall be awarded by the board of awards which board shall be composed of any three of the following individuals: the director of finance, the corporation counsel, the department head whose department is involved with the purchase or the purchasing agent. The duly designated assistant to said individual(s) may act in their place in the event of the absence of the board of awards member involved.

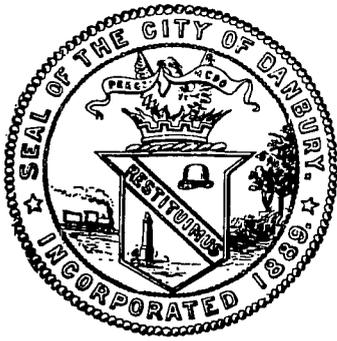
Sec. 2-149. Wage provisions required in public works contracts; local preference differential.

(a) In all contracts for the construction, repair or remodeling of public buildings or public works of any kind by the City of Danbury, and in conformance with Connecticut General Statutes section 31-53, it shall be required that the wages paid any mechanic, worker or workman employed under such contract be at the rate of wage based upon the customary or prevailing rate of wages for that type of work in the same trade or occupation prevailing in the Danbury labor market area as established by the State Labor Commissioner.

(b) In accordance with the City of Danbury Charter provision(s) on preference to citizens of the Danbury labor market in the employment of workmen on a public works project, the purchasing department shall be authorized by the board of awards as established in section 2-148 hereof to allow a ten percent (10%) differential in favor of resident bidders on all bids not exceeding one million dollars (\$1,000,000) total contract price.

Sec. 2-150. Insurance contracts.

Insurance contracts shall be purchased after consideration of informal proposals from at least three (3) prospective insurers; provided, that prospective insurers are given an opportunity to submit their qualifications and estimates of cost to render the desired service. A board of review composed of the risk manager, the director of finance, corporation counsel and the mayor, or their respective designees, shall, by majority vote, make all decisions regarding the proposals. In



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ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT

COMMON COUNCIL

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

the event that the city seeks to purchase insurance contracts insuring the interests of the Danbury Board of Education, the board of review for such purposes shall include the superintendent of schools, or his or her designee. Said board of review may waive the requirement of obtaining at least three (3) informal proposals where necessary due to unavailability or impracticability. Nothing herein shall be construed to prevent the Danbury Board of Education from acquiring insurance without regard to the provisions of this section if deemed by the board to be in the best interests of the Danbury School District.

Sec. 2-151. Emergencies - sole source purchases.

(a) Whenever an emergency exists by reason of extraordinary conditions or contingencies that could not reasonably be foreseen or because of unusual trade or market conditions, the purchasing agent may, with the approval of the director of finance or the corporation counsel, if it is deemed in the best interest of the city, waive the requirement that purchases be based on competitive bids as provided in the foregoing sections hereof. A statement of all such purchases made under the provisions of this section shall be set forth by the purchasing agent and distributed to the department involved in the acquisition, the director of finance and the corporation counsel.

(b) Requisitions for items or services deemed a sole source must be accompanied by a memo or letter of explanation, signed by the department head explaining the reasons for dealing with one vendor only. Subject to the dollar limitations set forth in section 2-148 hereof, the purchasing agent or the board of awards shall decide on the merits of the sole source purchase being considered.

Sec. 2-152. Determining award; contract limited to the lowest responsible bidder; delinquency in the payment of taxes.

(a) Subject to the provisions contained in this Article, any contracts for the purchase of materials or supplies shall be awarded to the lowest responsible bidder. Any person or organization is deemed not to be a responsible bidder if the bidder: (1) is not an equal opportunity employer; (2) has been found by a court or administrative body of competent jurisdiction to be in violation of the National Labor Relations Act or State of Connecticut Department of Labor provisions concerning wage rates or local preference and relevant derivative regulations and that such violation continues to exist; (3) is in arrears to the city upon debt or contract or is in default as surety or otherwise upon any obligation to the

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ORDINANCE
CITY OF DANBURY, STATE OF CONNECTICUT
COMMON COUNCIL

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

city including the payment of real or personal property taxes or sewer/water charges and other obligations. The payment of any such obligation as hereinbefore referenced is to be construed as a condition to the receipt of any award of any contract for the performance of any work or the furnishing of any services or materials or equipment. The purchasing agent may require, prior to commencement of services or provision of materials or equipment, a written certification in a form acceptable to said agent indicating that any such obligations due and owing to the City of Danbury have been fully paid.

(b) The purchasing agent shall have the power to reject any or all bids for one or more commodities or contractual services when the public interest is served thereby, subject to the prior approval of the director of finance or the office of the corporation counsel.

(c) Whenever any contract is not awarded to the lowest bidder, a full and complete statement of the reason(s) for placing the order elsewhere shall be prepared by the purchasing agent and filed in his records with the other documents pertaining to the award. Any award other than to the low bidder shall only be made upon the prior approval of the board of awards.

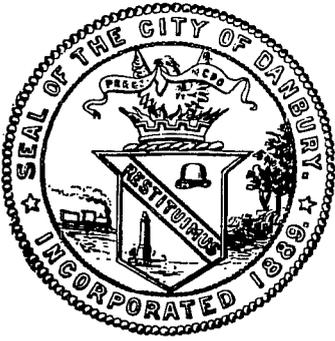
(d) No transaction which is essentially a unit shall be divided for the purpose of evading the intent of this article.

Sec. 2-153. Disposal of surplus property.

(a) In the event any material, equipment, furnishing or other personal property is no longer needed by any agency of the City of Danbury, it shall be transferred to the custody of the purchasing agent. If the purchasing agent shall determine that no other agency has need for such item, he shall declare it surplus. Any such item or group of related items of one hundred dollars or less in value may be sold by the purchasing agent. If the value of any such item or group of items exceeds one hundred dollars but does not exceed twenty-five hundred dollars it, or they, may be sold by the purchasing agent with the approval of the mayor of the city; and in all other cases upon prior approval of the common council of the city.

(b) Subsection (a) hereof shall not apply to the trade-in of materials where the trade-in is to be considered in the offset of the price for materials, commodities or services sought to be purchased.

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ORDINANCE
CITY OF DANBURY, STATE OF CONNECTICUT
COMMON COUNCIL

September 4, 1991

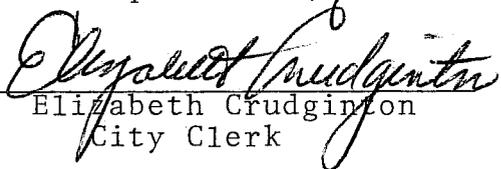
Be it ordained by the Common Council of the City of Danbury:

Sec. 2-154. Regulations.

The purchasing agent shall issue procedural regulations to amplify this article, which regulations shall be effective upon approval by the common council. Reference is made to procedures or regulations as contained in Exhibit A, hereto attached. The provisions of said Exhibit A shall be read and interpreted so as to be consistent with this Article and shall be deemed to supplement the provisions thereof.

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 - September 4, 1991
Approved by Mayor Gene F. Enriquez - September 5, 1991

Attest: 
Elizabeth Crudginton
City Clerk



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

Sept. 4, 1991

REPORT

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

Re: ORDINANCE - Proposed Revisions concerning purchasing of
service & materials.

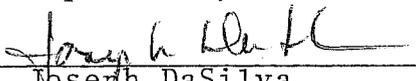
The Common Council as a committee of a whole, met at 8:45 P.M. on August 28, 1991 to consider a proposed Ordinance concerning revision concerning purchasing of service and materials.

Mr. W. Platz, Purchasing Agent, explained that these proposals follow changes in the City Charter as passed last November.

Councilman DaSilva read a change in the Ordinance as proposed by Director of Finance D. Setaro, that the second paragraph of Sec. 2-147 should read: Purchases or sales in sums of less than Five Hundred Dollars may be awarded on a single bid, or competition bids may be sought and accepted orally. This will make purchasing more expeditious for less costly items.

Councilman Boughton moved to recommend approval of the Ordinance with modification of language as proposed by the Director of Finance. The motion was seconded by Councilmember Butera and passed unanimously.

Respectfully submitted



Joseph DaSilva
Common Council President

mr

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Purchase Ordinances as they existed in ordinance book prior to 8/6/91 revisions.

ARTICLE VI. PURCHASING

Secs. 2-144-2-145. Reserved.

Sec. 2-146. Bidding procedure.

(a) If the amount of the expenditure would or could exceed two thousand five hundred dollars (\$2,500.00) for a list of related items commonly sold by the same vendors, formal sealed bids shall be solicited by publication, by invitations mailed to known vendors, and by posting on a public bulletin board in the office of the purchasing agent. All invitations to bid shall include detailed specifications or indicate where they can be obtained, shall specify the time and place where the bids shall be filed, the time and place where bids will be opened and the time after opening within which an award will be made or all bids rejected.

(b) Bids shall be opened at the time and place specified; and the full detail of each bid shall be recorded. An abstract of the record of bids shall be posted for public inspection; shall have added to it information indicating the basis for awarding the contract or purchase order and the name of the successful bidder; and shall remain posted for five (5) days after the award has been made.

(c) If any prospective bidder fails, neglects or refuses to furnish the purchasing agent with such financial statements and other information as may be required to determine his responsibility as a bidder, his bid shall not be considered; and if he fails, neglects or refuses to submit bids in response to not less than three (3) consecutive requests therefor on commodities of a class furnished by him, his name may be removed from the list of prospective bidders.

Sec. 2-147. Purchases under \$2,500.00.

If the amount of expenditure is estimated to be less than two thousand five hundred dollars (\$2,500.00) the purchase may be made in the open market upon informal bids, without the necessity for newspaper advertising; provided, that competitive bids are obtained from at least three (3) bidders whenever possible.

Sec. 2-148 Contracts with independent contractors.

(a) The purchasing agent may engage independent contractors to perform services, with or without the furnishing of materials; within the limits provided by law, without recourse to the provisions of this article; provided, that prospective bidders are given full opportunity to submit their qualifications and estimates of cost to render the desired service. The board of awards established pursuant to Chapter VI of the Danbury Municipal Charter shall, by majority vote, make all decisions regarding the selection of independent contractors hereunder.

(b) Insurance contracts shall be purchased after consideration of informal proposals from at least three (3)

prospective insurers; provided, that prospective insurers are given an opportunity to submit their qualifications and estimates of cost to render the desired service. A board of review composed of the Danbury Risk Manager, the director of finance, corporation counsel and the mayor, or their respective designees, shall, by majority vote, make all decisions regarding the proposals. In the event that the city seeks to purchase insurance contracts insuring the interests of the Danbury Board of Education, the board of review for such purposes shall include the superintendent of schools, or his or her designee. Said board of review may waive the requirement of obtaining at least three (3) informal proposals where necessary due to unavailability or impracticability. Nothing herein shall be construed to prevent the Danbury Board of Education from acquiring insurance without regard to the provisions of this section if deemed by the board to be in the best interests of the Danbury School District.

Secs. 2-149, 2-150. Reserved.

Sec. 2-152. Consolidation, scheduling of orders, divided purchases prohibited.

The purchasing agent shall exercise diligence in consolidating and scheduling orders to the end that the city may benefit from quantity prices and the most favorable market. No requisition shall be broken into smaller units to evade any requirement of this article or provisions of the Danbury Municipal Charter, except that unrelated items requested by a department or officer may be separated to provide different lists to vendors dealing in different commodity classes.

Sec. 2-152. Violating transaction voidable.

Any transaction failing to comply with this article in any respect is voidable in the discretion of the common council.

Sec. 2-153. Disposal of surplus property.

In the event any material, equipment, furnishing or other personal property is no longer needed by any agency of the City of Danbury, it shall be transferred to the custody of the purchasing agent. If the purchasing agent shall determine that no other agency has need for such item, he shall declare it surplus. Any such item or group of related items which may be sold for not to exceed ten dollars (\$10.00) may then be sold by the purchasing agent; if the value exceeds ten dollars (\$10.00) but does not exceed one thousand dollars (\$1,000.00), it may be sold by the purchasing agent with the approval of the mayor of the city; and in all other cases only upon the prior approval of the common council of the city.

Sec. 2-154. Regulations.

The purchasing agent shall issue procedural regulations to amplify this article, which regulations shall be effective upon approval by the common council. Reference is made to procedures or regulations as contained in "EXHIBIT A", hereto attached.

Secs. 2-155 - 2-164. Reserved.



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

Sept. 4, 1991

REPORT

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

Re: Petition from Residents of Holly St. Extension.

The Common Council as a committee of a whole, met at 8:45 P.M. on August 28, 1991 to review a petition from Holly Street residents concerning the renumbering of that street. Several residents spoke in opposition to this Common Council Action at the preceding public hearing. They stated that they had no problems with mail or emergency vehicles.

Assistant City Planner, Heidi Tolo stated that the Planning Department renumbered Holly St. Ext. because of possible problems with mail and emergency vehicles. She advised that we not wait until a problem occurred before acting. She also said that a number of residents of this street have already had their addresses changed.

Councilman Boughton moved to recommend no action be taken on this petition because of the reasons stated by Ms. Tolo.

The motion was seconded by Councilman Regan and passed by a vote of 8 to 4.

Councilmembers Butera, Dennehy, Gogliettino and Setaro voted in the negative.

Respectfully submitted

Joseph DaSilva
Common Council President



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

August 6, 1991

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

Re: Petition from Residents of Holly Street Ext.

The committee to review the petition from residents of Holly Street Extension met at 7:00 P.M. in Room 432 in City Hall. In attendance were committee members Coladarci, Gogliettino and Regan. Also in attendance were Assistant Corporation Counsel Les Pinter, Associate Planner Heidi Tolo, Daniel Trocolla, Mary Saviano, Louise Clarkson, Constance Trocola, Vincent Trocola, Kathy Trocolla, Irene Tyrell and George Dzendzel all residents of Holly Street Extension.

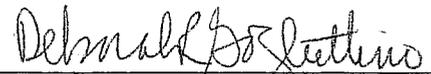
Ms. Tolo discussed the background of the original change from the Common Council. She stated that the original maps from the Assessor's Office do not show an actual Holly Street Ext. Ms. Tolo also told the group assembled that complaints were received about missed mail on Holly Street. In discussion with the Tax Assessor, the Planning Department felt that changing the numbers on the homes was an appropriate solution rather than changing the name. A report was then sent to the Common Council which was placed on the Consent Calendar.

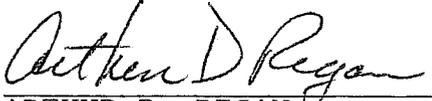
Ms. Coladarci explained the action of the Common Council and Mr. Pinter explained the purpose of a public hearing and public meetings. He told the group that the Common Council was within its rights with the action taken. Members of the group spoke about the issues regarding renumbering the street versus the name change for which they had received notice and responded 80% opposed. The residents felt they were not able to voice their opinions because the renumbering of the street was not mentioned in a letter they received. Ms. Gogliettino asked for clarification about the safety issues related to the street and Ms. Tolo addressed the question. Discussion continued about the merits of changing the numbers on Holly Street Ext.

Mr. Regan made a motion to recommend that the matter be referred to a public hearing. Seconded by Mrs. Gogliettino. Motion carried unanimously. The communications officer of the Fire Department and the Planning Department will also be invited to address the issue.

Respectfully submitted,


EILEEN S. COLADARCI, Chairman


DEBORAH R. GOGLIETTINO


ARTHUR D. REGAN



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

August 6, 1991

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

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Ms. Tolo discussed the background of the original change from the Common Council. She stated that the original maps from the Assessor's Office do not show an actual Holly Street Ext. Ms. Tolo also told the group assembled that complaints were received about missed mail on Holly Street. In discussion with the Tax Assessor, the Planning Department felt that changing the numbers on the homes was an appropriate solution rather than changing the name. A report was then sent to the Common Council which was placed on the Consent Calendar.

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Mr. Regan made a motion to recommend that the matter be referred to a public hearing. Seconded by Mrs. Gogliettino. Motion carried unanimously. The communications officer of the Fire Department and the Planning Department will also be invited to address the issue.

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Respectfully submitted,

EILEEN S. COLADARCI, Chairman

DEBORAH R. GOGLIETTINO

ARTHUR D. REGAN



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

PLANNING & ZONING DEPARTMENT
(203) 797-4525

July 11, 1991

To: Eileen S. Coladarci, Chairperson
Ad Hoc Committee

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

Re: Petition Regarding Street Numbers -
Holley Street Extension

The purpose of this memo is to summarize the events that preceded the Council's March 6, 1991 decision to authorize the renumbering of Holley Street Extension.

- October 2, 1990 - Letter received by Common Council requesting that the name of Holley Street Extension be changed to Mid Rock Road. The letter was signed by George Dzendzel, Mary DeGrosse and Florence Bouchard. The request was referred to the Director of Planning and the Tax Assessor.
- November 5, 1990 - The Planning Department and Tax Assessor submitted a joint referral report to the Council for its November 8, 1990 meeting. The report recommended that the Tax Assessor's office be authorized to change their records by adding Holley Street Extension as a street and modify their field cards accordingly. Furthermore, the report recommended that the Council avoid changing the name of the street as that would be the most extreme response to the problem. The recommended alternative was to renumber the street.
- December 4, 1990 - The Council requested that a survey of the residents of the street be conducted by the Planning and Engineering Departments to determine whether sufficient support existed for the requested name change.
- January 22, 1991 - A survey was prepared by the Planning and Engineering Departments and a copy was mailed to each of the 21 property owners on Holley Street Extension. Each survey was mailed to the address to which tax bills for the property are sent.
- February 5, 1991 - A memo to Dennis Elpern, Planning Director, summarizing the results of the survey was submitted to the Council. Fifteen responses to the survey were received, a response rate of 71%. The results were as follows:
 - 3 property owners (20% of the respondents) favored the proposed name change.
 - 12 property owners (80% of the respondents) opposed the proposed name change.

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To: Eileen Coladarci, Committee Chairperson
Re: Petition Regarding Holley Street Extension
July 11, 1991

The memo reiterated that renumbering Holley Street Extension was preferable to changing the name of the street.

March 6, 1991 - The Council accepted the February 5, 1991 report on the Consent Calendar, thereby authorizing the Tax Assessor's office to change their records and carry Holley Street Extension as a separate street and approving the renumbering of the street.



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

Sept. 4, 1991

REPORT

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

Re: Proposed Sanitary Sewer - Mill Plain Road.

The Common Council as a committee of the whole, met at 8:45 P.M. on August 28, 1991 to consider a Sanitary Sewer installation on Mill Plain Road. Several people spoke in favor and against this sewer at the preceding public hearing. Those in favor spoke of the need at the Manorbrook Motel which has a failed septic and cannot permanently hook in the forced main in Mill Plain Road and the general good for the area.

Those against stated they did not need the sewer and were opposed to paying the assessment.

Following considerable discussion, Councilman Boughton moved to recommend the sewer be installed beginning at the Manorbrook Motel, thus eliminating those opposed to the installation. The motion was seconded by Councilman Falzone and passed unanimously.

Respectfully submitted

Joseph DaSilva
Common Council President

mr



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

Sept. 4, 1991

REPORT

Honorable Mayor Gene F. Eriquez
Honorable Members of the Common Council
Re: Repeal of various Ordinance Sections.

The committee met on 3/11/1991 and 8/22/91 in room 432 in City Hall. Members present were Gallo, Regan and Mack. Corporation Counsel Eric Gottschalk was also present.

The first meeting Atty. Gottschalk explained why these ordinances should be repealed. Each ordinance was reviewed at this meeting. Some of the reasons for repealing were: Ordinance covered by State Statute, Civil Service or another ordinance. Some of these ordinances were also covered by collective bargaining. Only one of these ordinances needed to be changed, not repealed. That was paragraph (d) of Subsection 10-16 (6). The phrase "City Clerk" had to be changed to "Town Clerk". The committee felt we should review these ordinances once again. We met at a later date to make any recommendations. - Meeting adjourned at 8:15 PM.

After a brief discussion of these ordinances at the second meeting, Councilman Regan moved to recommend to the full Council that the Code of Ordinances of the City of Danbury be amended by the repeal of Sections: 8-21, 9-1, 9-2, 9-3, 9-4, 9-5, 11-1, 12-4, 12-5, 12-6, 12-7, 12-8, 12-9, 12-10, 12-11, 12-11, 12-12, 12-15, 12-16, 12-17, 12-18, 12-19, 12-20, 12-23, 12-25, 12-27, 12-28, 12-29, 12A-15, 15-21, 15-23(c) and all sections of Chapter 22. and that paragraph (d) of subsection 10-16(6) be amended by the deletion of the phrase "City Clerk" and the substitution of the phrase "Town Clerk" in its place, Motion was seconded by Councilmember Joan Mack, and passed unanimously. Meeting adjourned at 8:00 P.M.

Respectfully submitted

Chairman

Bernard Gallo

Joan Mack

Arthur D. Regan

PROGRESS REPORT

July 29, 1991

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

Re: Proposed acquisition of property off Spruce Mountain Trail near the Danbury Municipal Airport (Rotating hazard beacon)

The Common Council Committee appointed to review the proposed acquisition of property off Spruce Mountain Trail upon which the Danbury Municipal Airport rotating hazard beacon stands met at 7:30 P.M. on July 29, 1991. In attendance were committee members Setaro and Mack. Mr. Fazio was absent. Also in attendance were Airport Administrator Paul Estefan, Assistant Corporation Counsel Laszlo Pinter, and Attorney Ted Gemza representing the Raymond family, the owners of a portion of the property at issue.

Mr. Setaro reported that the Airport Commission had determined that it is necessary to purchase a parcel of land comprising approximately one and one-quarter acre near the Danbury Municipal Airport in order to maintain and utilize the airport beacon located off Spruce Mountain Trail.

Mr. Estefan stated that the site's primary purpose has been for an airport beacon since 1962. A secondary purpose is for communication transmitters which are located on the site. These transmitters are vital to the operation of the Civil Air Patrol and the Emergency Operations Center. In the 1980's the City of Danbury and the Town of Ridgefield erected transmitters for public safety purposes (i.e. police, fire). Commercial transmitters are also presently located on the property.

Mr. Estefan stated that in 1962 the property upon which the beacon is located was regarded as state property by City officials. A survey conducted in October, 1988 by the Raymond family, the subsequent purchasers of the property, showed that the property in question was never state owned property but owned by the seller, Mr. Gemza. Mr. Gemza stated that the beacon is located on the Raymond's property and no easement currently exists to permit this use, nor any commercial use for which the City receives a profit, although the Raymonds are not opposed to non-profit use of the property.

Mr. Pinter stated that this issue arose when Mr. Gemza became aware that the City was obtaining an economic benefit from commercial leases for use of the Raymond's property for

transmitting. Upon Mr. Gemza's request of compensation to the Raymond family, the commercial users refused because they had a lease with the City. He also stated that it was the City's original intent to outright own the property upon which the beacon stands.

Mr. Estefan stated that the beacon can be located at no other location as all other beacons were abandoned upon the rehabilitation of the Spruce Mountain beacon in 1985/1986. He therefore recommended that the City enter into negotiations for purchase, condemnation proceedings if necessary, or an agreement amicable to all parties involved.

Mr. Gemza stated that he is not seeking to sell the property because of the potential to generate income from commercial transmitters. He stated that the beacon should continue operating as long as commercial users compensate the Raymond's for its use.

Mrs. Mack questioned the cost and value of the property. Mr. Pinter responded that the site value is approximately \$5,000.00 but that the real value cannot be determined until an appraisal is complete. Mr. Estefan stated that he seeks to use Airport escrow account funds for the appraisal.

Committee members Mack and Setaro both questioned whether options other than condemnation were available which would not compromise public safety. Mr. Pinter stated that the City could compensate Mr. Gemza the value to which his clients feel entitled. Mr. Gemza stated that although the City could expand its existing easement to include the disputed property, it would still have agreements with commercial users which the City had no right to enter into without the Raymond's consent.

Mr. Pinter stated that the disputed area also includes a small strip of land owned by Mr. Peter Priano and Ms. Susan Ferraguzzi both of whom had not been personally notified of the situation. Mrs. Mack and Mr. Setaro stated that they had serious concerns about discussing possible condemnation negotiations effecting individual property owners when those persons have not been given an opportunity to be heard.

Mrs. Mack made a motion to defer a decision on the property in question until all of the property owners are present and that the Director of Finance be present at the future meeting to answer any questions about use of the Airport escrow account for appraisal of this property. Seconded by Mr. Setaro. Motion adopted unanimously.

Mrs. Mack moved to adjourn the meeting at 8:15 P.M. Seconded by Mr. Setaro.



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

Sept. 4, 1991

REPORT

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

RE: Joining Abutting City-owned Property with that of the
Bear Mountain Reservation

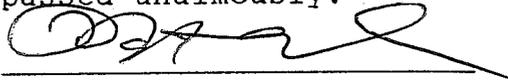
The Common Council Subcommittee, appointed to review the proposal to join City-owned land with that of Bear Mountain Reservation, met on August 8, 1991, at 7:30 p.m. in Room 432 at City Hall. In attendance were committee members Michael Falzone and Bernard Gallo. Also in attendance were Heidi Toto, Associate Planner, Planning Department, James O'Connell, Mary Reynolds, and Dennis W. Stobet of the Conservation Commission, and Robert McNamara.

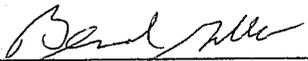
Mr. Falzone read the letter sent by Robert Ryerson, Director of Parks and Recreation, which recommended that the parcel be incorporated into Bear MT Reservation. He read into the record the Planning Commission's letter which gave a positive recommendation to incorporate the two parcels, and he stated that Barbara Monsky, Chairperson, Conservation Commission, had sent in a letter recommending that the parcel be incorporated into the Reservation.

Ms. Tolo gave the background of the piece of property. The property could be subdivided into twenty building lots.

Mr. McNamara spoke for the abutting property owner, and stated that this property could be used for access to the abutting owner's property. He noted that if Bear MT Reservation is not well maintained, it can revert back to the Federal government.

Following further discussion, Mr. Gallo made a motion to add the 42.86 acres of City-owned property into Bear MT Reservation with the stipulation that if the Federal Government ever took back the Reservation, the 42.86 acres would revert back to the City. Also, once the land becomes part of Bear MT Reservation the property will be governed by the same regulations as the Reservation. Mr. Falzone seconded the motion, and it was passed unanimously.


Michael Falzone


Bernard Gallo



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

Sept. 4, 1991

REPORT

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

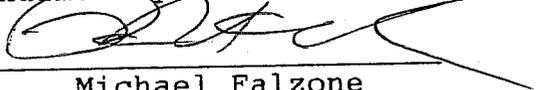
RE: Conveyance of Parcel "X" to Alvaro S. Moniz
- South Street

The Common Council Subcommittee, appointed to review the conveyance of Parcel "X" from the City of Danbury to Alvaro Moniz, met on August 8, 1991, at 7:00 p.m. in Room 432 in City Hall. In attendance were committee members Michael Falzone and Eileen Coladarci. Also, in attendance was Lazlo Pinter, Assistant Corporation Counsel and Attorney Peter Damia, who represented Mr. Moniz.

Mr. Falzone stated that the Planning Commission had give a positive recommendation at their meeting regarding Parcel "X".

Attorney Damia gave a history of the parcel. He stated that when the City expanded South Street School, a piece of land was left vacant adjacent to the Moniz property which the City allowed them to use. A title search indicated that the City owned this piece of property, but according to the deed of the Moniz property, which outdates all other deeds, Mr. Moniz owns the property. Therefore, Mr. Moniz owns the property by adverse possession.

Following further discussion, Ms. Coladarci made a motion to sell the piece of property to Mr. Moniz for the assessed value of \$6,000, pending approval by the Board of Education, and in conjunction with the Corporation Counsel's Office. The motion ws seconded by Mr. Falzone, and was passed unanimously.


Michael Falzone


Eileen Coladarci



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

Sept. 4, 1991

REPORT

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

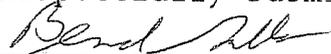
Re: Danbury Recycling Center - Non-Residential Use.

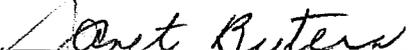
The committee met on 6/25/91 and 8/27/91 in room 432. Members present were Gallo, Butera and Scozzafava. Exofficio - Harry Scalzo. Superintendent of Public Utilities was also present.

The first meeting was spent discussing what towns would be allowed and at what fee structure. The committee was in favor of this Plan, charging a fee for non-residential users, and moved to have Corporation Counsel draft an Ordinance for the committee to review at its next meeting.

At the second meeting we discovered we had missed a very important point, which was the fact that recycling technologies was allowing the City 1650 tons of free recyclables as a host community. R.T.I. in also charging some of the surrounding communities \$30.00 a ton for their recyclables. In all fairness to R.T.I., Janet Butera madethe following motion: The committee recommends to the full Council, no action be taken at this time due to the fact, as a host community, Danbury is allowed 1650 tons of recyclables at no tipping fee. The committee also recommends Superintendent of Public Utilities, report back to the Council after one year to see how much tonage Danbury actually generates and pursue this Ordinance change as needed. Motion was seconded by Bernard Gallo and passed unanimously. Meeting adjourned at 7:45 P.M.

Respectfully submitted


Bernard Gallo Chairman


Janet Butera


Joseph Scozzafava

39
DANBURY PUBLIC SCHOOLS

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

Anthony L. Singe Ph.D.
Superintendent of Schools

August 28, 1991

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

re: Grant Application - D.H.R.
Fiscal Year 1991/92

Dear Mayor Eriquez and Members of the Common Council:

The Danbury Public Schools has a \$17,052.00 grant pending with the Department of Human Resources. This grant will provide the Danbury Schools with funds for transportation and custodial services for our Before and After School Child Care Program.

We are requesting that the Mayor be authorized to sign this grant application and to pass the funds through the city to the Board of Education who, in this case, is the delegate agency.

Our intention is for this to be placed on the next Common Council agenda. Thank you for your assistance with this.

Sincerely,



als/jkm

cc: Eric Gottschalk

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RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

September 4, 1991 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 make application to the State in the amount of \$7,052 for the purpose of undertaking a Before and After School Child Care Program and to execute a Grant Request therefor;

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

1. It is cognizant of the conditions and prerequisites for State assistance imposed by Chapter 133 and 300a of the Connecticut General Statutes.
2. 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. The filing of an application by the City of Danbury is hereby approved and that the Mayor of the City of Danbury, Gene F. Eriquez, or his designee, 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, to execute any amendments, recisions, and revisions thereto, and to act as the authorized representative of the City of Danbury.

LINDA A. MARQUIS

ATTORNEY AT LAW

Corporate Drive - Commerce Park
Danbury, Connecticut 06810

(203) 743-5511
Fax (203) 748-7156

August 17, 1991

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

Common Council
City of Danbury

RE: RONALD WHELAN
NEW ENGLAND AIRCRAFT

Dear Mayor Eriquez and members of the Common Council:

Please consider this letter Mr. Whelan's request for the following item to be placed on the Common Council agenda for the meeting to be held on Wednesday, September 4, 1991.

Previous approvals given to Mr. Whelan regarding the construction of his hangar at Danbury Airport referenced Greenwood Bank as the mortgagee. Mr. Whelan will be using Gateway Bank as opposed to Greenwood Bank, and hereby requests that the Common Council approve this change.

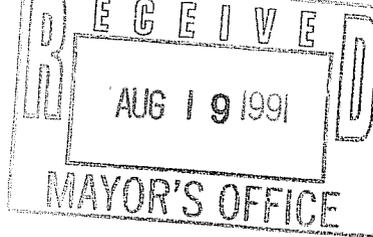
Mr. Whelan will attend the Common Council meeting to answer questions.

Very truly yours,

Linda A. Marquis

LAM/mls

cc: Elizabeth Crudginton, City Clerk
Eric Gottschalk, Corporation Council



JONES, DAMIA, KAUFMAN,
WELLMAN, BOROFKY & STELLJES

WILLIAM R. JONES
A. PETER DAMIA
SANFORD DEAN KAUFMAN*
ERIC N. WELLMAN
MARVIN BOROFKY
CHARLES F. STELLJES*
GUY L. DEPAUL

LAW PARTNERS
29 SUGAR HOLLOW RD. (RT 7)
P. O. BOX 2929
DANBURY, CT 06813-2929
(203) 744-1313

WILLIAM R. JONES, JR.

*ALSO ADMITTED IN NEW YORK

TELEX: 6502510848
MCI: 251-0848
TELECOPIER: (203) 797-8403

August 16, 1991

Honorable Gene Eriquez
and Members of Common Council
of the City of Danbury
City Hall
155 Deer Hill Avenue
Danbury, CT 06810



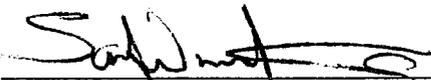
Gentlemen:

Please be advised that my client, Jack J. Berliner, passed away July 24th, 1991 and at the time of his death was the owner of Lot #D14021 (1) on a list of preliminary assessments with respect to the hearing that will be held on August 19th, 1991 at 7:00 P.M. relating to a proposed sanitary sewer on Mill Plain Road.

The estate of Jack Berliner is in the process of being established at this time. I do not believe that another property owner's problem should be made the estate's problem at this time by the establishment of a preliminary assessments for a sanitary sewer project.

In any event, I respectfully point out to you that I do not believe the preliminary assessment of \$19,100.00 for this property is appropriate in that the criteria of Section 16-45 of the Code of Ordinances have not taken into consideration the fact that the piece of property has an Iroquois gas line easement running through a substantial portion of it which renders development of the piece highly unlikely and in addition, it is my understanding that the property contains a substantial amount of ledge.

Very truly yours,
JONES, DAMIA, KAUFMAN,
WELLMAN, BOROFKY & STELLJES

BY 
Sanford Dean Kaufman

SDK/jam



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

July 10, 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:

**Proposed Sanitary Sewer
Mill Plain Road
Public Hearing**

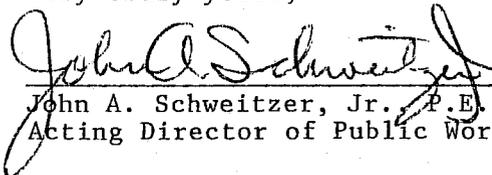
As directed by the Common Council at its November 8, 1990 meeting (reference Item 40 of the meeting minutes), our office has prepared cost estimates applicable to those properties which would benefit by the above noted sanitary sewer installation.

Enclosed please find a copy of a summary sheet listing property owners' names, property addresses and each lot's estimated assessment.

According to the Common Council minutes referred to above, the next step in the process is for the Common Council to hold a public hearing on the matter.

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

MILL PLAIN ROAD

<u>HOUSE NO.</u>	<u>LOT NO.</u> <u>(OLD LOT NO.)</u>	<u>OWNER</u>	<u>TOTAL</u>
Old Mill Plain Road	G14030 (4)	Thomas W. Watson Verna Watson	\$ 12,900.00
Mill Plain Road	G14013 (9L,9L1)	Robert R. Goodfellow Et als.	\$ 59,200.00
Mill Plain Road	G14014 (9M)	WW-CPI Associates Ltd. Partnership	\$ 66,400.00
Mill Plain Road	G14015 (10)	Louis Moffa, Jr. Joseph C. Moffa Carmine Moffa	\$ 23,200.00
Mill Plain Road	G14016 (3B & 5B)	Barrett Holding Corporation	\$ 52,700.00
94-96 Mill Plain Road	D14009 (9K)	Ronald Jowdy	\$ 62,600.00
Mill Plain Road	D14011 (A & B)	John J. Addressi ✓ Delia M. Addressi ✓ Robert P. Guerrera ✓ Doreen M. Guerrera ✓	\$ 41,400.00
87 Mill Plain Road	D14013 (13Aor14)	John E. Obringer ✓ Barbara J. Obringer ✓	\$ 23,700.00
Mill Plain Road	D14014 (15)	Foresome Investment Company	\$ 38,900.00
Mill Plain Road	D14021 (1)	Jack J. Berliner	\$ 19,100.00

GOODFELLOW ROBERT R
ET ALS
DBA BROOKFIELD IND DEVEL CO
98 MILL PLAIN RD SUITE 28
DANBURY CT 06810

WW-CPI ASSOC LTD PARTNERSHIP
ATTN: ROSE PASI
C/O WORLD WIDE REALTY CORP
767 THIRD AVENUE
NEW YORK NY 10017

MOFFA LOUIS JR
JOSEPH C & CARMINE-SUR

MILL PLAIN RD
DANBURY, CONN. 06811

BARRETT HOLDING CORPORATION

106 MILL PLAIN ROAD
DANBURY CONN 06811

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JOWDY RONALD

7 RIDGECREST RD
DANBURY CT

06811

ADDESSI JOHN J & DELIA M
GUERRERA ROBERT P & DOREEN M

30 AUNT HACK ROAD
DANBURY CT

06811

OBRINGER JOHN E & BARBARA J

85 MILL PLAIN RD
DANBURY CT

06811

FORESOME INVESTMENT COMPANY

94 MILL PLAIN ROAD
DANBURY CONN

06811

BERLINER JACK J

36 AUNT HACK RD
DANBURY CT

06811

WATSON THOMAS W
VERNA

OLD MILL PLAIN RD
DANBURY, CONN.

06811