

COMMON COUNCIL - SPECIAL MEETING

MARCH 28, 1989

Meeting to be called to order at 7:00 P.M. by the Honorable Joseph H. Sauer, Mayor.

PLEDGE OF ALLEGIANCE

PRAYER

ROLL CALL

✓  
Bourne, Connell, Gallo, Moran, Renz, Esposito, Farah, Flanagan,  
Zotos, Cresci, Nimmons, Fazio, Shaw, Cassano, Charles, Bundy,  
✓  
Butera, Danise, DaSilva, Eriquez, Regan.

18

PRESENT

3

ABSENT

NOTICE OF THE SPECIAL MEETING - To be held on the 28th day of March, 1989 at 7:00 P.M. in the Common Council Chambers in City Hall for the purpose of acting upon the following:

- ✓ 1. COMMUNICATION - Connecticut Air Service vs. City of Danbury  
City of Danbury vs. Connecticut Air Service  
Executive Air Service
- ✓ 2. REPORT - Transfer of Lease from Scott-Fanton to  
Community Action for Daycare
3. ORDINANCE - An Ordinance Making Appropriations for  
the fiscal year beginning July 1, 1989  
and ending June 30, 1990.

PUBLIC SPEAKING SESSION

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

CITY OF DANBURY

To: Members of the Common Council

A special meeting of the Common Council \_\_\_\_\_ of the City of Danbury will be held on the 28th day of March 1989 at 7:00 o'clock p.m., at the City Hall in said Danbury.

For the purpose of

- 1. COMMUNICATION - Connecticut Air Service vs. City of Danbury  
City of Danbury vs. Connecticut Air Service  
Executive Air Service
- 2. REPORT - Transfer of Lease from Scott-Fanton to  
Community Action for Daycare
- 3. ORDINANCE An Ordinance Making Appropriations for the  
fiscal year beginning July 1, 1989 and  
ending June 30, 1990.

Dated at Danbury, this 21st day of March 1989  
3/21/89 Joseph H. Sauer Jr. Mayor  
3/21/89 Elizabeth Mudguter Clerk

To the sheriff or any policeman of the City of Danbury

You are hereby required to notify the above named member \_\_\_\_\_ of the Common Council of the City of Danbury of the special meeting of said board by leaving with or at the usual place of abode or place of business of such member not less than 24 hours before the hour specified for said meeting, a notice in form annexed, and to make due return thereof at the time of said meeting.

Joseph H. Sauer Jr. Mayor

#(2)  
to  
Remove

COMMON COUNCIL - ROLL CALL

<u>NAME</u>	<u>YES</u>	<u>NO</u>
LOVIE D. BOURNE	✓	
BARRY J. CONNELL	✓	
BERNARD P. GALLO		
HANK S. MORAN	✓	
GARY D. RENZ	✓	
JOHN J. ESPOSITO		✓
MOUNIR A. FARAH		✓
STEPHEN T. FLANAGAN		✓
NICHOLAS ZOTOS	✓	
ARTHUR T. CRESCI		✓
JAMES E. NIMMONS, JR.	✓	
MICHAEL S. FAZIO	✓	
WILLIAM H. SHAW	✓	
ANTHONY J. CASSANO		
LOUIS T. CHARLES		✓
ROGER M. BUNDY		✓
JANET BUTERA		
MARI ANN DANISE	✓	
JOSEPH DaSILVA		✓
GENE F. ERIQUEZ		✓
ARTHUR D. REGAN		✓
	9	9

# 2  
 reuse  
 for CAED  
 reject  
 report

COMMON COUNCIL - ROLL CALL

NAME	YES	NO
LOVIE D. BOURNE		
BARRY J. CONNELL		✓
BERNARD P. GALLO		
HANK S. MORAN		✓
GARY D. RENZ		✓
JOHN J. ESPOSITO	✓	
MOUNIR A. FARAH	✓	
STEPHEN T. FLANAGAN	✓	
NICHOLAS ZOTOS	✓	
ARTHUR T. CRESCI		✓
JAMES E. NIMMONS, JR.		✓
MICHAEL S. FAZIO		✓
WILLIAM H. SHAW		✓
ANTHONY J. CASSANO		
LOUIS T. CHARLES	✓	
ROGER M. BUNDY	✓	
JANET BUTERA		
MARI ANN DANISE		✓
JOSEPH DaSILVA	✓	
GENE F. ERIQUEZ	✓	
ARTHUR D. REGAN	✓	
	9	9

act:

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#2  
 House  
 Gene Motin  
 Administration  
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COMMON COUNCIL - ROLL CALL

NAME	YES	NO
LOVIE D. BOURNE	wt	
BARRY J. CONNELL	✓	
BERNARD P. GALLO		
HANK S. MORAN	✓	
GARY D. RENZ		✓
JOHN J. ESPOSITO	✓	
MOUNIR A. FARAH	✓	
STEPHEN T. FLANAGAN	✓	
NICHOLAS ZOTOS	✓	
ARTHUR T. CRESCI	✓	
JAMES E. NIMMONS, JR.	✓	
MICHAEL S. FAZIO	✓	
WILLIAM H. SHAW		✓
ANTHONY J. CASSANO		
LOUIS T. CHARLES	✓	
ROGER M. BUNDY	✓	
JANET BUTERA		
MARI ANN DANISE		✓
JOSEPH DaSILVA	✓	
GENE F. ERIQUEZ	✓	
ARTHUR D. REGAN	✓	
	14	3

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COMMON COUNCIL - ROLL CALL

NAME	YES	NO
LOVIE D. BOURNE		✓
BARRY J. CONNELL	✓	
BERNARD P. GALLO		
HANK S. MORAN		✓
GARY D. RENZ		✓
JOHN J. ESPOSITO	✓	
MOUNIR A. FARAH	✓	
STEPHEN T. FLANAGAN	✓	
NICHOLAS ZOTOS	✓	
ARTHUR T. CRESCI		✓
JAMES E. NIMMONS, JR.		✓
MICHAEL S. FAZIO		✓
WILLIAM H. SHAW		✓
ANTHONY J. CASSANO		
LOUIS T. CHARLES	✓	
ROGER M. BUNDY	✓	
JANET BUTERA		
MARI ANN DANISE		✓
JOSEPH DaSILVA	✓	
GENE F. ERIQUEZ	✓	
ARTHUR D. REGAN	✓	

10 yes

8 no

#A  
Gene Motin

COMMON COUNCIL - ROLL CALL

NAME	YES	NO
LOVIE D. BOURNE	<i>ast</i>	
BARRY J. CONNELL		✓
BERNARD P. GALLO		
HANK S. MORAN	✓	
GARY D. RENZ		✓
JOHN J. ESPOSITO	✓	
MOUNIR A. FARAH	✓	
STEPHEN T. FLANAGAN	✓	
NICHOLAS ZOTOS	✓	
ARTHUR T. CRESCI		✓
JAMES E. NIMMONS, JR.	✓	
MICHAEL S. FAZIO		✓
WILLIAM H. SHAW		✓
ANTHONY J. CASSANO		
LOUIS T. CHARLES	✓	
ROGER M. BUNDY	✓	
JANET BUTERA		
MARI ANN DANISE		✓
JOSEPH DaSILVA	✓	
GENE F. ERIQUEZ	✓	
ARTHUR D. REGAN	✓	

yes 11 no 6

COMMON COUNCIL -SPECIAL MEETING

MARCH 28, 1989

Meeting to be called to order at 7:30 P.M. by the Honorable Joseph H. Sauer, Mayor.

PLEDGE OF ALLEGIANCE

PRAYER

ROLL CALL

Bourne, Connell, Gallo, Moran, Renz, Esposito, Farah, Flanagan, Zotos, Cresci, Nimmons, Fazio, Shaw, Cassano, Charles, Bundy, Butera, Danise, DaSilva, Eriquez, Regan.

18 Present 3 Absent

NOTICE OF THE SPECIAL MEETING - To be held on the 28th day of March, 1989 at 7:30 P.M. in the Common Council Chambers in City Hall for the purpose of acting upon the following:

1. COMMUNICATION & RESOLUTION - Downtown Special Tax District.

PUBLIC SPEAKING SESSION

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

RETURN OF SERVICE

By virtue of the within warning, I have served Notice on each of the members of the Common Council of the City of Danbury, of the Special Meeting of said Board, each Notice duly signed by the Mayor and City Clerk, by leaving such written Notice with each of the following members of said Common Council, to-wit:

	<u>NAME</u>	<u>TIME</u>	
1.	M. A. Deane	14:45	J.P.
2.	J. Charles	14:53	Francis T. Charles, Jr
3.	J. Butera	15:00 hrs	J.P.
4.	A. Alessi	15:12 hrs	Joseph Alessi
5.	N. Zotos	15:05 hrs	N. Zotos
6.	J. Esposito	15:18 hrs	J.P.
7.	Thomas Hugh McFarland	15:30 hrs	
8.	Roger M. Bundy	18:57 hrs	
9.	Barry J. Corbett	19:30 hrs	
10.	STEPHEN FLANNAGAN	10:46 A.	WAR
11.	Rose Erickson	11:15 A	↓
12.	William Shaw	11:27 AM	
13.	ANTHONY CASSANO	11:35 AM	
14.	Lovie Bourne	11:51 AM	
15.	MICHAEL S FAZIO	12:08 P.M.	
16.	JOSEPH DA SILVA	12:22 P.M.	
17.	ARTHUR D REGAN	12:34 P.M.	
18.	LOUIS CHARLES	12:42 P.M.	
19.	JAMES BUTERA	12:50 P.M.	
20.	ARTHUR T. CRESCI	12:59 P.M.	
21.	NICHTOLAS ZOTOS	1:02 P.M.	

Each Notice so served upon each member, all having been done by me on this date \_\_\_\_\_.

Attest: W. G. Rogers  
 Policemen of the City of  
 Danbury

RETURN OF SERVICE

By virtue of the within warning, I have served Notice on each of the members of the Common Council of the City of Danbury, of the Special Meeting of said Board, each Notice duly signed by the Mayor and City Clerk, by leaving such written Notice with each of the following members of said Common Council, to-wit:

<u>NAME</u>	<u>TIME</u>
1. <u>JOHN ESPOSITO</u>	<u>1:12 P.M.</u>
2. <u>MOUNIR MARRAH</u>	<u>1:18 P.M.</u>
3. <u>Bernard P. Gallo</u>	<u>1:34 P.M.</u>
4. <u>Patricia A. Moran</u>	<u>1:57 P.M.</u>
5. <u>GARY RENZ</u>	<u>2:26 P.M.</u>
6. <u>Benny Connell Karen Kole</u>	<u>2:42 P.M.</u>
7. <u>James NIMMONS</u>	<u>2:47 P.M.</u>
8. <u>Roger Bundy</u>	<u>3:05 P.M.</u>
9. <u>MICHELLE ANN DANISE</u>	<u>3:29 P.M.</u>
10. _____	
11. _____	
12. _____	
13. _____	
14. _____	
15. _____	
16. _____	
17. _____	
18. _____	
19. _____	
20. _____	
21. _____	

Each Notice so served upon each member, all having been done by me on this date \_\_\_\_\_.

Attest: [Signature]  
Policemen of the City of  
Danbury



# RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

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

RESOLVED by the Common Council of the City of Danbury:

A RESOLUTION LEVYING THE PROPERTY TAX FOR THE DANBURY DOWNTOWN SPECIAL SERVICES DISTRICT FOR THE FISCAL YEAR BEGINNING JULY 1, 1989 AND ENDING JUNE 30, 1990

SECTION 1. The sum of NINETY-SIX THOUSAND DOLLARS (\$96,000.00) representing the gross appropriation for the City of Danbury Downtown Special Services District of ONE HUNDRED, FORTY THOUSAND DOLLARS (\$140,000.00) for the fiscal year beginning July 1, 1989 and ending June 30, 1990, and minus indirect revenue of SIXTY THOUSAND DOLLARS (\$60,000.00) and minus estimated available "Surplus" of \$ - 0 - plus uncollectible taxes reserve in the amount of SIXTEEN THOUSAND DOLLARS (\$16,000.00) is hereby levied and assessed on all taxable interests in real property located within the City of Danbury Downtown Special Services District as set forth on the corrected annual Grand List as of October 1, 1988.

SECTION 2. Accordingly, the General Fund tax rate for the fiscal year beginning July 1, 1989 and ending June 30, 1990 with respect to said property interests within said District shall be as follows:

TAX RATE: 1.515 MILLS

SECTION 3. The taxes levied and assessed as herein provided shall be due and payable in four equal installments on July 1, 1989, October 1, 1989, January 1, 1990 and April 1, 1990 except for taxes not in excess of One Hundred Dollars (\$100.00) which taxes shall be paid on July 1, 1989 in accordance with the General Statutes of the State of Connecticut, unless said date shall have lapsed before the effective date of this resolution in which case the Tax Collector shall fix the date as if said date had not been fixed herein as provided by law.

SECTION 4. The Tax Collector shall cause the said taxes above levied and assessed to be inserted on the tax rolls for the fiscal year beginning on July 1, 1989 and ending June 30, 1990.

CITY OF DANBURY

1

To: Members of the Common Council

A special meeting of the Common Council \_\_\_\_\_ of the City of Danbury will be held on the 28th day of March 19 89 at 7:30 o'clock p.m., at the City Hall in said Danbury.

For the purpose of

1. COMMUNICATION & RESOLUTION - Downtown Special Tax District.

Dated at Danbury, this 23rd day of March 19 89.

Eugene A. Cudgore ~~XXXX~~ Cler  
Joseph H. Sam ~~XXXX~~ Mayo

To the sheriff or any policeman of the City of Danbury:

You are hereby required to notify the above named member \_\_\_\_\_ of the Common Council of the City of Danbury of the special meeting of said board by leaving with or at the usual place of abode or place of business of such member not less than 24 hours before the hour specified for said meeting, a notice in form annexed, and to make due return thereof at the time of said meeting.

Joseph H. Sam Mayor

Upon its failure to do so, the Optionors shall have the right to do so at a reasonable cost and the Optionee shall be liable for said cost upon demand.

#### TAXES

Optionors shall pay their pro rata share of all real estate taxes due the City and Town of Danbury on the optioned premises through the date of the granting of this option and Optionee will be responsible for all real estate taxes due the City and Town of Danbury after the granting of this option.

#### SAVE HARMLESS AGREEMENT

Optionee agrees that from the granting of this option to the closing of title or to the cessation of rights in the Optionee by reason of its failure to exercise this option, it will save the Optionors harmless from and indemnify them for any and all claims, liabilities, rights or demands against them arising out of Optionee's possession, control, operation and use of the premises, including the furnishing of competent legal counsel to Optionors to defend any claim against them arising from said source.

#### ASSIGNABILITY

This option may be assigned by the Optionee to the City of Danbury or any agency thereof, EXCEPT that in the event this option is exercised by the City of Danbury or any agency thereof, the deed of conveyance shall contain a restriction that said premises shall be used only for the general uses and purposes of The Danbury Scott-Fanton Museum & Historical Society, Inc., or any successor thereto dedicated to the same general purposes, or for park, open spaces or general public recreational purposes of the City of Danbury, or for the purposes of both, each in part.

This option shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, we, the undersigned, have hereunto set our hands and seals this *7<sup>th</sup>* day of April, 1966.



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

ROBERT T. RESHA  
CORPORATION COUNSEL

ERIC L. GOTTSCHALK  
LASZLO L. PINTER  
JOHN JOWDY  
GEORGE S. SAKELLARES  
ASSISTANT CORPORATION  
COUNSEL

March 21, 1989

PLEASE REPLY TO:

DANBURY, CT 06810

Hon. Joseph H. Sauer, Jr., Mayor  
Hon. Members of the Common Council  
City of Danbury  
155 Deer Hill Avenue  
Danbury, Connecticut

Re: Connecticut Air Service vs. City of Danbury  
City of Danbury vs. Connecticut Air Service  
Executive Air Service

Dear Mayor and Council Members:

The above matters concern substantial on-going litigation and issues related to airport operations. Proposals toward the resolution of these various matters have been discussed and require your consideration at this time. Inasmuch as these matters do concern pending litigation and confidential aspects thereto, these issues should be considered in executive session.

Should you have any further questions on these issues in the meantime, please do not hesitate to call.

Very truly yours,

Laszlo L. Pinter  
Assistant Corporation Counsel

LLP:cr

c: Robert T. Resha, Esq.  
Corporation Counsel

Keith D. Dunnigan, Esq.  
David F. Bennett, Esq.

Danbury Aviation Commission  
Paul D. Estefan  
Airport Administrator

Dominic A. Setaro, Jr.  
Acting Director of Finance-Comptroller



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

March 28, 1989

Honorable Mayor Joseph H. Sauer  
Honorable Members of the Common Council

Re: Transfer of Lease from Scott Fanton to CACD for Daycare

The Common Council Committee appointed to consider the transfer of a lease from the Scott Fanton Museum to the CACD met on Thursday, March 16, 1989 at City Hall at 7:40 P.M. In attendance were committee members Danise, Connell and Flanagan. Also in attendance were Council Members Nimmons, Moran, Renz, Gallo, Charles, Bundy, Shaw and Eriquez, ex-officio.

After extensive research and discussion it was discovered that the land in question on Mountainville Avenue has been granted to the City of Danbury by the United States government according to Title VII of the Housing Act of 1961 with stipulation that the City of Danbury "agrees to retain said land for permanent open-space purposes and the open-space use or uses of said land shall be for park and recreational purposes, conservation of land and other natural resources, or historic or scenic purposes."

The CACD intends to build a daycare center on the said premises. This is not permitted according to the conditions of the grant.

Mr. Flanagan made a motion to recommend termination of the lease and authorize a new lease with stipulations. Motion failed for lack of a second. Consequently, Mrs. Danise move to recommend to the Common Council a denial of the transfer of the lease from the Scott-Fanton Museum to the CACD. Seconded by Mr. Connell. Motion carried with Mr. Flanagan voting in the negative.

Respectfully submitted,

\_\_\_\_\_  
MARI ANN DANISE, Chairman

\_\_\_\_\_  
BARRY J. CONNELL

\_\_\_\_\_  
STEPHEN T. FLANAGAN

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
CONTRACT FOR GRANT TO ACQUIRE LAND FOR OPEN-SPACE PURPOSES  
UNDER TITLE VII OF THE HOUSING ACT OF 1961, AS AMENDED

PART I

Project No. Conn-OSA-33

Contract No. Conn-OSA-33(G)

THIS AGREEMENT, consisting of this Part I and the Terms and Conditions (Form HUD-3180b, dated 1-67) forming Part II hereof (which Parts, together, are herein called the "Contract"), effective on the date hereinbelow set out, by and between City of Danbury

(herein called the "Public Body") and the United States of America (herein called the "Government"), WITNESSETH:

In consideration of the mutual covenants, promises, and representations contained herein, the parties hereto do agree as follows:

SEC. 1. PURPOSE OF CONTRACT

The purpose of this Contract is to provide Federal financial assistance to the Public Body in the form of a grant of Federal funds (herein called the "Grant") under Title VII of the Housing Act of 1961, as amended, for the purpose of carrying out a certain open-space land project (herein called the "Project") and to state the terms and conditions under which such assistance will be extended.

SEC. 2. THE PROJECT

(a) The Public Body agrees to undertake, carry out, and complete the acquisition of fee simple in that certain land located in the City of Danbury and more generally described as follows:

~~Schedule "A" attached hereto and made a part hereof.~~

(b) The Public Body agrees to retain said land for permanent open-space purposes, and the open-space use or uses of said land shall be for park and recreational purposes, conservation of land and other natural resources, or historic or scenic purposes.

SEC. 3. THE GRANT

In order to assist the Public Body in carrying out the Project, the Government agrees to make a Grant in an amount equal to 50 percent of the actual cost of the Project, or in the amount of \$ 154,762, whichever is less.

SEC. 4. RELOCATION GRANT

(a) The Government further agrees to increase the Grant otherwise payable to the Public Body pursuant to the provisions of Section 3 hereof in an amount equal to the relocation payments which are made by the Public Body in connection with the Project, in accordance with regulations prescribed by the Secretary with respect thereto: Provided, that the amount of such increase shall in no event exceed the sum of \$ 5,400.

(b) The Public Body agrees to make relocation payments to or on behalf of eligible families, individuals, business concerns, and nonprofit organizations in accordance with and to the fullest extent permitted by the regulations prescribed by the Secretary and within the limitations of subsection (a) hereof.

(c) No part of the amount of the relocation payments provided for hereunder shall be included in computing the amount of the Grant otherwise payable to the Public Body pursuant to the provisions of Section 3 hereof.

SEC. 5. TIME OF PERFORMANCE

(a) Complete the acquisition of the open-space within 12 months following the date of approval of the Application.



2

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

## AMENDMENT TO REPORT

April 4, 1989

The current deed does not conform with the original terms of agreement between the Estate of R. May Judd and the Danbury Scott Fanton Museum and Historical Society. This property was long known as the Judd Property. It was acquired by the Danbury Scott Fanton Museum and Historical Society to preserve it for public use. Because of this original intention under the assignability clause of the original agreement, it is stated that "the deed of conveyance shall contain a restriction that said premises shall be used only for the general uses and purposes of The Danbury Scott-Fanton Museum & Historical Society, Inc., or any successor thereto dedicated to the same general purposes, or for park, open spaces or general purposes of the City of Danbury, or for the purposes of both, each in part.

None of this land was purchased with State of Federal Funding as we were originally lead to believe. The deed and restrictions are a matter of public record duly recorded in the Danbury Land Records. Because of this legal and binding restriction, I make a motion to deny the transfer of the lease from Scott Fanton to the CACD because the intended use will not conform with the original agreed upon intention for future uses of the property.

2

I move that we authorize the Mayor to execute the appropriate lease contingent upon the satisfaction of Corporate Counsel that the subject land is clear to be utilized for this purpose (for the relocation of the Victor Young Core Center); that the necessary review and approval of the Environmental Impact Commission be garnered; that the necessary review and approval of the Planning Commission be garnered; and that all other necessary approvals of city boards and agencies be obtained. The term of this lease shall be for ~~25~~ 25 years with an option to renew for an additional 25 years. The lease shall be for \$1 per year. This lease shall not be executed unless the total necessary <sup>state of CT</sup> funds are in place ~~and~~ and no additional funds shall be sought or granted by this City to fulfill this cooperative agreement.



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

ROBERT T. RESHA  
CORPORATION COUNSEL

ERIC L. GOTTSCHALK  
LASZLO L. PINTER  
JOHN JOWDY  
GEORGE S. SAKELLARES  
ASSISTANT CORPORATION  
COUNSEL

March 21, 1989

PLEASE REPLY TO:

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Hon. Members of the Common Council  
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Dear Mayor and Council Members:

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Should you have any further questions on these issues in the meantime, please do not hesitate to call.

Very truly yours,

Laszlo L. Pinter  
Assistant Corporation Counsel

LLP:cr

c: Robert T. Resha, Esq.  
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Danbury Aviation Commission  
Paul D. Estefan  
Airport Administrator

Dominic A. Setaro, Jr.  
Acting Director of Finance-Comptroller



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

March 28, 1989

Honorable Mayor Joseph H. Sauer  
Honorable Members of the Common Council

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After extensive research and discussion it was discovered that the land in question on Mountainville Avenue has been granted to the City of Danbury by the United States government according to Title VII of the Housing Act of 1961 with stipulation that the City of Danbury "agrees to retain said land for permanent open-space purposes and the open-space use or uses of said land shall be for park and recreational purposes, conservation of land and other natural resources, or historic or scenic purposes."

The CACD intends to build a daycare center on the said premises. This is not permitted according to the conditions of the grant.

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Respectfully submitted,

---

MARI ANN DANISE, Chairman

---

BARRY J. CONNELL

---

STEPHEN T. FLANAGAN

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
CONTRACT FOR GRANT TO ACQUIRE LAND FOR OPEN-SPACE PURPOSES  
UNDER TITLE VII OF THE HOUSING ACT OF 1961, AS AMENDED

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~~Schedule "A" attached hereto and made a part hereof.~~

(b) The Public Body agrees to retain said land for permanent open-space purposes, and the open-space use or uses of said land shall be for park and recreational purposes, conservation of land and other natural resources, or historic or scenic purposes.

SEC. 3. THE GRANT

In order to assist the Public Body in carrying out the Project, the Government agrees to make a Grant in an amount equal to 50 percent of the actual cost of the Project, or in the amount of \$ 154,762, whichever is less.

SEC. 4. RELOCATION GRANT

(a) The Government further agrees to increase the Grant otherwise payable to the Public Body pursuant to the provisions of Section 3 hereof in an amount equal to the relocation payments which are made by the Public Body in connection with the Project, in accordance with regulations prescribed by the Secretary with respect thereto: Provided, that the amount of such increase shall in no event exceed the sum of \$ 5,400.

(b) The Public Body agrees to make relocation payments to or on behalf of eligible families, individuals, business concerns, and nonprofit organizations in accordance with and to the fullest extent permitted by the regulations prescribed by the Secretary and within the limitations of subsection (a) hereof.

(c) No part of the amount of the relocation payments provided for hereunder shall be included in computing the amount of the Grant otherwise payable to the Public Body pursuant to the provisions of Section 3 hereof.

SEC. 5. TIME OF PERFORMANCE

(a) Complete the acquisition of the open-space within 12 months following the date of approval of the Application.



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# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

## AMENDMENT TO REPORT

April 4, 1989

The current deed does not conform with the original terms of agreement between the Estate of R. May Judd and the Danbury Scott Fanton Museum and Historical Society. This property was long known as the Judd Property. It was acquired by the Danbury Scott Fanton Museum and Historical Society to preserve it for public use. Because of this original intention under the assignability clause of the original agreement, it is stated that "the deed of conveyance shall contain a restriction that said premises shall be used only for the general uses and purposes of The Danbury Scott-Fanton Museum & Historical Society, Inc., or any successor thereto dedicated to the same general purposes, or for park, open spaces or general purposes of the City of Danbury, or for the purposes of both, each in part.

None of this land was purchased with State of Federal Funding as we were originally lead to believe. The deed and restrictions are a matter of public record duly recorded in the Danbury Land Records. Because of this legal and binding restriction, I make a motion to deny the transfer of the lease from Scott Fanton to the CACD because the intended use will not conform with the original agreed upon intention for future uses of the property.

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I move that we authorize the Mayor to execute the appropriate lease contingent upon the satisfaction of Corporate Counsel that the subject land is clear to be utilized for this purpose (for the relocation of the Victor Young Core Center); that the necessary review and approval of the Environmental Impact Commission be garnered; that the necessary review and approval of the Planning Commission be garnered; and that all other necessary approvals of city boards and agencies be obtained. The term of this lease shall be for ~~25~~ 25 years with an option to renew for an additional 25 years. The lease shall be for \$1 per year. This lease shall not be executed unless the total necessary <sup>state of CT</sup> funds are in place ~~and~~ and no additional funds shall be sought or granted by this City to fulfill this cooperative agreement.