

COMMON COUNCIL MEETING

OCTOBER 3, 1989

Meeting to be called to order at 8:00 P.M. by Mayor Sauer

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.

20 Present 1 Absent

CONSENT CALENDAR

The Consent Calendar was presented by

MINUTES - Minutes of the Common Council Meeting held September 6, 1989.
The Minutes were

- | | |
|------|---|
| 1 | ORDINANCE - Temporary Permits
The Ordinance was |
| ✓ 2 | RESOLUTION - Grant from the Department of Health to Promote Optimal Public Health Quality
The Resolution was |
| ✓ 3 | COMMUNICATION - 911 Emergency Telephone Service
The Communication was |
| ✓ 4 | COMMUNICATION - Donations to the Police Department
The Communication was |
| ✓ 5 | COMMUNICATION - Donation to the Department of Elderly Services
The Communication was |
| ✓ 6 | COMMUNICATION - Appointment to the Conservation Commission
The Communication was |
| ✓ 7 | COMMUNICATION - Improvements to the Library
The Communication was |
| ✓ 8 | COMMUNICATION - Additional Funding for Special Services - Fire Department
The Communication was |
| ✓ 9 | COMMUNICATION - Request for increase in fine for roaming dogs
The Communication was |
| 10 | COMMUNICATION - Overtime Account Projected Shortage - Fire Department
The Communication was |
| ✓ 11 | COMMUNICATION - Memorandum of Agreement - Promotion Exams - Fire Department
The Communication was |

- ✓ 12 COMMUNICATION - Request for a committee to study HRRR Proposal
The Communication was

- ✓ 13 COMMUNICATION - Water Fund Transfers
The Communication was

- 14 COMMUNICATION - Request for Water Extension - 13 Belmont Circle
The Communication was

- ✓ 15 COMMUNICATION & CERTIFICATION - Edgewood Street Sewers
The Communication and Certification were

- ✓ 16 COMMUNICATION - Maple Avenue Property
The Communication was

- ✓ 17 COMMUNICATION - Drainage Problem at 14 Stadley Rough Road
The Communication was

- ✓ 18 COMMUNICATION - Blueberry Lane
The Communication was

- ✓ 19 COMMUNICATION - Tarrywile Lake Proposed Subdivision - Ralto
Developers
The Communication was

- ✓ 20 COMMUNICATION - Request to purchase City owned land on Virginia
Avenue
The Communication was

- ✓ 21 COMMUNICATION - Acceptance of Coach Hill Road as a Public Road
The Communication was

- ✓ 22 COMMUNICATION - Tanglewood Drive - Lot #37
The Communication was

- ✓ 23 DEPARTMENT REPORTS - Public Works, Health, Fire Chief, Fire
Marshall, Police, Building, Parks and Recreation
The Department Reports were

- ✓ 24 REPORT & ORDINANCE - Solid Waste Flow Control
The Report & Ordinance were

- ✓ 25 REPORT - Pac v, City of Danbury and the Water Pollution Control
Project
The Report was

- 26 REPORT, ORDINANCE & COMMUNICATION - Appropriations and Bonding for
improvements to the Wastewater Treatment System
The Report, Ordinance & Communication were

- ✓ 27 REPORT & CERTIFICATION - Maintenance of Aerial Ladder Truck
The Report and Certification were

- ✓ 28 REPORT - Boulevard Drive
The Report was

- ✓ 29
- ✓ 30
- ✓ 31
- ✓ 32
- ✓ 33
- ✓ 34
- ✓ 35
- ✓ 36
- ✓ 37
- 38
- ✓ 39
- ✓ 40
- ✓ 41
- ✓ 42
- ✓ 43
- ✓ 44
- ✓ 45
- ✓ 46
- ✓ 47

REPORT & CERTIFICATION - State Reimbursement on Educational Co.
The Report & Certification were

REPORT - Lease of Airport Property to the FAA
The Report was

REPORT - Intersection of Great Plain Road and Stadley Rough Road
The Report was

REPORT - Increase in Town Clerk's Salary
The Report was

REPORT - Sewer Extension on Shannon Ridge and Fairlawn Avenue
The Report was

REPORT - Renumbering of South Street
The Report was

REPORT - Land Acquisition - Kenosia and Backus Avenue
The Report was

REPORT - Road Widening Strip - Osdranus Property - Hayestown Hgts.
The Report was

REPORT - Water Extension - 24 Mill Plain Road
The Report was

REPORT - Scattered Site Housing
The Report was

REPORT - Request for Sewer and Water Extensions - Lombardi and
Concord Streets
The Report was

REPORT - Request for Extension of Time for sewer installation -
109 Park Avenue
The Report was

REPORT - Josephine Martin Easement Route 37
The Report was

REPORT - Sewer Extension - 105 Park Avenue
The Report was

PROGRESS REPORT - Sewer Extension - Farview Avenue and Smith Street
The Progress Report was

PROGRESS REPORT - Request for Additional Funds for Employee Benefits
The Progress Report was

PROGRESS REPORT - Sewer Extension - Southern Boulevard & Terre Haute
The Progress Report

~~COMMUNICATION - Amendment to parking garage Referend~~
PUBLIC SPEAKING
~~COMMUNICATION - Renewal of lease goodneighbor House~~

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

CONSENT CALENDAR

OCTOBER 3, 1989

- 2 - Resolution - Grant from the Department of Health to Promote Optimal Public Health Quality
- 3 - Communication - 911 Emergency Telephone Service
- 6 - Communication - Appointment to the Conservation Commission
- 7 - Communication - Improvements to the Library
- 8 - Communication - Additional Funding for Special Services - Fire Department
- 18 - Communication - Blueberry Lane
- 34 - Report - Renumbering of South Street
- 35 - Report - Land Acquisition - Kenosia and Backus Avenue
- 36 - Report - Road Widening Strip - Osdranus Property - Hayestown Heights
- 37 - Report - Water Extension - 24 Mill Plain Road
- 39 - Report - Request for Sewer and Water Extensions - Lombardi and Concord Streets
- 40 - Report - Request for Extension of Time for Sewer Installation - 109 Park Avenue
- 41 - Report - Josephine Martin Easement - Route 37
- 42 - Report - Sewer Extension - 105 Park Avenue
- 43 - Progress Report - Sewer Extension - Farview Avenue and Smith Street
- 44 - Progress Report - Request for Additional Funding for Employee Benefit
- 45 - Progress Report - Sewer Extension - Southern Boulevard and Terre Haut

47
to add

COMMON COUNCIL - ROLL CALL

<u>NAME</u>			<u>YES</u>	<u>NO</u>
LOVIE D. BOURNE		yes 4/8 no ✓		✓
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	✓		✓	
	11	5	16 yes	2 no

#46

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		ast
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	✓	

11

6

To Add all of this

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	ast	
ARTHUR D. REGAN	✓	7

11

27 40,000
amount
paid

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	✓	4/nd

15

27 34,000 Ambulance failed

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	ast -	
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	left meeting	
MARI ANN DANISE		✓
JOSEPH DaSILVA		✓
GENE F. ERIQUEZ		✓
ARTHUR D. REGAN	8 yes	10 no



2

CITY OF DANBURY
DANBURY, CONNECTICUT 06810

HEALTH AND HOUSING DEPARTMENT
20 WEST STREET

(203) 797-4625

September 28, 1989

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

Dear Mayor Sauer and Members of the Common Council of the City of Danbury:

Attached for your review is the Danbury Health and Housing Department's 1989-1990 Per Capita Grant proposal. In addition I would like to request that a resolution authorizing application for the 1989-1990 Per Capita Grant funds be established.

Two changes in from the 1988-1989 resolution authorizing our application for funding are requested:

1. In 1989-1990, we are eligible for \$36,390 as opposed to the \$35,584 we received in 1988-1989.
2. Paragraph two should read: "...to promote optimal public health quality in the City of Danbury..." rather than "...to promote optimal environmental quality in the City of Danbury...". This latter change reflects the broad nature of these grants, as well as revised state guidelines for renewal of funding.

Thank you for your attention in these matters. Receipt of these grant funds will enable the department to improve its programs and work supportively with community agencies to resolve important maternal/child health problems.

Sincerely,

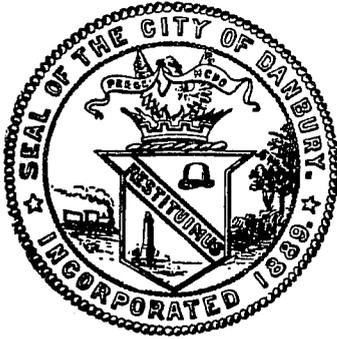
William Campbell
William J. Campbell, M.P.H.
Director of Health

ts

cc: Diana Burgos

RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT



_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the State of Connecticut Department of Health Services has made funds available to municipalities in accordance with Section 19a-202 of the Connecticut General Statutes; and

WHEREAS, the City of Danbury through the Danbury Health and Housing Department has formulated a program to promote optimal public health quality in the City of Danbury; and

WHEREAS, a continuation grant award request of \$36,390.00 with no local match requirement will be processed by the Danbury Health and Housing Department;

NOW, THEREFORE, BE IT RESOLVED THAT the actions of the Danbury Health and Housing Department in applying for the said grant be and hereby are ratified and that any and all further actions by it required to accomplish said program be and hereby are authorized; and

BE IT FURTHER RESOLVED THAT the Mayor of the City of Danbury is authorized to make, execute and approve any and all contracts or amendments thereof with the State of Connecticut Department of Health Services and take any actions necessary to effectuate the purposes of said program.



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

(203) 797-4511

September 28, 1989

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

Dear Council Members:

Enclosed please find a proposed agreement between the City of Danbury and the State of Connecticut concerning the implementation of the Enhanced 9-1-1 Emergency Telephone Service in Danbury. According to the attached letter from the State, this system must be installed before November 13, 1989.

The agreement with the State must be executed beforehand. I therefore urge your prompt and favorable consideration in this matter.

Sincerely yours,

Joseph H. Sauer, Jr.
Mayor

JHS:cjz
Encl.



STATE OF CONNECTICUT

BUREAU OF STATEWIDE EMERGENCY TELECOMMUNICATIONS

20 GRAND STREET • HARTFORD, CONNECTICUT 06106

TELEPHONE: (203) 566-3243

received
9/18

September 13, 1989

The Honorable Joseph H. Sauer, Jr.
Mayor
City Hall
155 Deer Hill Road
Danbury, Connecticut 06810

Dear Mayor Sauer:

On November 13, 1989, the City of Danbury will begin receiving Enhanced 9-1-1 emergency telephone service.

In advance of establishment of the service, preparations are underway at your Public Safety Answering Point (PSAP) for the installation of the Enhanced 9-1-1 terminal equipment. Terminal equipment installation will begin following your PSAP equipment room ready date of August 28, 1989.

As explained in the Municipal Planning Handbook (sec. X, pg. 25), the State of Connecticut will purchase and retain ownership of Enhanced 9-1-1 terminal equipment allocated to the towns. Any town / PSAP may purchase additional terminal equipment, in excess of that provided by the State, directly from SNET under the established Enhanced 9-1-1 tariff.

The State shall purchase the following equipment items at the listed costs for use by the City of Danbury at its PSAP:

1	ANI Master Controller	\$25,000.00
1	ALI Master Controller	\$18,100.00
2	Call Transfer Units	\$ 3,000.00
2	ALI Display Units	\$ 3,000.00
2	Deluxe Printers	\$ 2,600.00
1	ANI Auxiliary Controller	\$ 5,500.00
1	Additional Trunk Equipment	\$ 1,400.00

As the terminal equipment will be owned by the State, your community will be required to enter into an agreement with the State regarding the operation of the above terminal equipment prior to its installation at the PSAP.

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Enclosed is an original and three (3) copies of a Terminal Equipment User's Agreement prepared for the City of Danbury. Please review and return the signed original agreement and copies as soon as possible to the Bureau of Statewide Emergency Telecommunications, 20 Grand Street, Hartford, Connecticut 06106.

The Office of the Attorney General requires that a copy of a local ordinance or resolution of a municipal legislative body, providing objective evidence authorizing the Mayor to sign on behalf of and commit the municipality to the Agreement, accompany the signed Agreement when submitted to this Office.

When all signatures are obtained, a signed copy of the Agreement will be returned to you.

If you have any questions or concerns, please call the Bureau at 566-3243.

Very truly yours,


James F. Blesso
Administrator

JFB/mg

Enclosures: (4)

3

STATE OF CONNECTICUT
BUREAU OF STATEWIDE EMERGENCY TELECOMMUNICATIONS
ENHANCED 9-1-1 EMERGENCY TELEPHONE SYSTEM
TERMINAL EQUIPMENT USER'S AGREEMENT

with

THE CITY OF DANBURY, CONNECTICUT

THIS AGREEMENT, made this _____ day of _____, 1989 by and between the State of Connecticut acting by and through James F. Blesso, Administrator, Bureau of Statewide Emergency Telecommunications (hereinafter BSET), duly authorized pursuant to Connecticut General Statutes Sec. 28-27 (a) and the City of Danbury, a municipal corporation acting by and through Joseph H. Sauer, Jr., First Selectman, duly authorized pursuant to Connecticut General Statutes Section 7-148 (hereinafter USER) for the allocation, operation and maintenance of Enhanced 9-1-1 terminal equipment for use at an Enhanced 9-1-1 Public Safety Answering Point (hereinafter PSAP) by the USER, witnesseth that:

WHEREAS, the State of Connecticut is implementing an Enhanced 9-1-1 Emergency Telephone System pursuant to Chapter 518a, Connecticut General Statutes Sections 28-24, et seq., and

WHEREAS, BSET is an agency of the State of Connecticut authorized to administer and coordinate the implementation of Enhanced 9-1-1 service in the State pursuant to Connecticut General Statutes Section 28-27 and

WHEREAS, the Enhanced 9-1-1 Commission is established pursuant to Connecticut General Statutes Section 28-29a to oversee BSET in planning, design, implementation and coordination of statewide Enhanced 9-1-1 service, and

WHEREAS, the Legislature of the State of Connecticut has authorized bonds, pursuant to Special Act 84-54 Sec. 2(x), as amended by Special Act 85-102, Sec. 152 for the purchase of Enhanced 9-1-1 terminal equipment, and

WHEREAS, the State Bonding Commission has released such bond funds on October 24, 1986 to purchase Enhanced 9-1-1 terminal equipment, and

WHEREAS, all Enhanced 9-1-1 terminal equipment purchased by the State shall be the property of the State of Connecticut, duly marked as such, and subject to disposition by BSET to implement Enhanced 9-1-1 service, and

3

WHEREAS, municipalities of the State are responsible pursuant to Connecticut General Statutes Section 28-28b for the operation and maintenance of any Enhanced 9-1-1 terminal equipment allocated to it by the State, and

WHEREAS, the following definitions shall apply to terms used in this Agreement:

Enhanced 9-1-1 Service - means a service consisting of telephone network features and public safety answering points provided for users of the public telephone system enabling such users to reach a public safety answering point by dialing the digits 9-1-1. Such service directs 9-1-1 calls to appropriate public safety answering points by selective routing based on the geographic location from which the call originated and provides the capability for automatic number identification and automatic location identification features.

Enhanced 9-1-1 Terminal Equipment - The equipment needed at the PSAP to receive Enhanced 9-1-1 calls; provide a display of the telephone number and location information that pertains to a particular 9-1-1 call; provide call transfer functions; and provide print-outs of location information and other 9-1-1 call data. This equipment includes ANI and ALI Master Controllers, Auxiliary Controllers, Expansion Units, Additional Trunking Equipment, ALI Display Screens, ANI Display/Transfer Units, and Printers.

Automatic location identification (ALI) - The Enhanced 9-1-1 service capability that enables the automatic display of information defining the geographic location of the telephone used to place a 9-1-1 call.

Automatic number identification (ANI) - The Enhanced 9-1-1 service capability that enables the automatic display of the seven digit number of the telephone used to place a 9-1-1 call.

Public Safety Answering Point (PSAP) - A facility operated on a twenty four (24) hour basis, designated as the first point of reception for 9-1-1 calls and, as appropriate, directly dispatching emergency response services, or transferring or relaying emergency 9-1-1 calls to other public safety agencies. A public safety answering point is the first point of reception by a public safety agency of a 9-1-1 call and serves the jurisdictions in which it is located or other participating jurisdictions.

USER - The municipality or other organization operating a PSAP and legally responsible for all activities under this agreement.

3

NOW THEREFORE, in consideration of the covenants, terms and conditions hereinafter expressed, the parties, by their duly authorized representatives, do mutually agree as follows:

GENERAL PROVISIONS

- 1) BSET agrees to arrange for the installation of State purchased Enhanced 9-1-1 terminal equipment at the PSAP designated by the USER in its final Enhanced 9-1-1 utilization plan. Quantities of each equipment item to be allocated to the PSAPs shall be determined by BSET with approval of the Enhanced 9-1-1 Commission.
- 2) BSET will arrange for the initial training of PSAP personnel in the use of the terminal equipment. Up to three individuals assigned to each PSAP/secondary dispatch location with a service population of up to 100,000 and up to four individuals assigned to each PSAP/secondary dispatch location with a service population over 100,000 will be trained. Training will be conducted by Southern New England Telephone Company (hereinafter SNET) at a central location in coordination with installation of PSAP equipment.
- 3) Enhanced 9-1-1 terminal equipment is warranted for twelve months by SNET. The warranty period begins when the installation is accepted and placed in public service. The USER agrees to assume the responsibility for all maintenance costs of terminal equipment installed at the PSAP location beginning at the termination of the warranty period in accordance with the tariff rates approved by the Department of Public Utility Control.
- 4) USER agrees to operate Enhanced 9-1-1 terminal equipment at the PSAP on a 24-hour, seven-day week basis unless some other prior arrangement is made that is acceptable to BSET and the Enhanced 9-1-1 Commission.
- 5) USER agrees to assume the risk of loss for all Enhanced 9-1-1 terminal equipment allocated to it pursuant to this agreement and to insure such terminal equipment, in an amount equal to its replacement value, against any such loss. BSET may request a certificate of insurance or of self insurance if deemed necessary.
- 6) USER agrees not to dispose of any State purchased Enhanced 9-1-1 terminal equipment without the approval of BSET.
- 7) USER agrees to assume the responsibility for terminal equipment operator costs, equipment power, printer paper and ribbon costs, and other similar costs.

- 3
- 8) USER agrees to provide an emergency power source at the PSAP to maintain terminal equipment operation when commercial power outages occur.
 - 9) USER agrees to use the terminal equipment for emergency response purposes only. Information regarding telephone subscribers provided through the Enhanced 9-1-1 telephone network shall be used only for the purpose of responding to emergency calls or for the investigation of false or intentionally misleading reports of incidents requiring emergency service and for no other purpose.
 - 10) USER agrees to establish and maintain the environmental and electrical requirements for terminal equipment operation contained in the State of Connecticut, Bureau of Statewide Emergency Telecommunications, Enhanced 9-1-1 Emergency Telephone Service, Community Planning Handbook, to operate said equipment in a manner consistent with its authorized use, and not allow or perform modifications of any kind to said equipment unless authorized by BSET.
 - 11) USER agrees to use allocated terminal equipment exclusively for the processing of Enhanced 9-1-1 calls at the PSAP location identified in the USER's final implementation plan. Terminal equipment may be moved within the PSAP location identified in the final implementation plan without notice to BSET, provided that all provisions with respect to environmental and electrical requirements are complied with. If the PSAP is relocated to another building, the USER will promptly notify BSET. The disconnection and reconnection of wire or cable between equipment components and the network occasioned by any such relocation shall be accomplished only by SNET at the expense of the USER.
 - 12) USER agrees to use only State authorized Enhanced 9-1-1 terminal equipment or system compatible equipment to effectively utilize Enhanced 9-1-1 service and access the Southern New England Telephone Company's Automatic Location Identification data base. USER shall insure that any equipment connected to the Enhanced 9-1-1 terminal equipment through the RS-232 interface or otherwise will not compromise, interfere with or damage any equipment associated with the Enhanced 9-1-1 system or inhibit the operation of the network in any way.
 - 13) USER agrees to immediately notify SNET of the failure of any terminal equipment or other system failure. USER agrees to promptly notify SNET, by mail, of any incorrect or missing ALI or ANI information that comes to its attention on forms provided by SNET. USER agrees to submit monthly summary reports, if any, to BSET regarding terminal equipment failures and service company performance on forms provided by BSET.

14) USER agrees to allow BSET to perform periodic inspection and inventory of terminal equipment at the PSAP facility. The inspection and inventory will be conducted at mutually agreeable times.

15) USER agrees that provision will be made at the PSAP for the processing of calls from the speech and hearing impaired through the use of a TDD (Telecommunications Device for the Deaf) at the PSAP or another location.

16) USER agrees to comply with all applicable terms and conditions set forth in the Enhanced 9-1-1 Service Tariff, on file with and approved by the Department of Public Utility Control.

SEVERABILITY

It is the intent of the parties that, should any portion of this agreement be finally declared invalid by any court, all other portions shall remain in full force and effect subject to any amendments that may thereafter be made in writing by the parties.

ENFORCEMENT, MODIFICATION AND TERMINATION

Due to USER'S obligation for the operation and maintenance of terminal equipment pursuant to Connecticut General Statutes Section 28-28b, this agreement may not be unilaterally terminated by the USER for any reason. USER recognizes and acknowledges its statutory obligation to provide a public safety answering point utilizing Enhanced 9-1-1 network features and the authority of BSET or the Attorney General of the State of Connecticut to enforce the provisions of Connecticut General Statutes Section 28-28b and to require specific performance of this agreement. However, this agreement may be bilaterally modified or terminated upon mutually agreed upon terms.

INDEMNIFICATION

USER agrees to indemnify and save harmless the State of Connecticut Bureau of Statewide Emergency Telecommunications, its Administrator and employees and the E 9-1-1 Commission from and against any and all claims, demands, actions, suits, and proceedings by others; against all liability to others, including but not limited to any liability for damages by reason of or arising out of any misuse of ALI information or any cause of action whatsoever, and against any loss, cost, expense, and damage resulting therefrom, arising out of or involving any negligence on the part of USER in the exercise or enjoyment of this agreement.

3

NONDISCRIMINATION

The USER agrees and warrants that in the performance of the agreement such user will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such USER that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the USER as related to the provisions of this paragraph.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly signed on the dates hereinafter stated.

The City of Danbury, Connecticut

By: _____
Joseph H. Sauer, Jr.
Mayor
Duly Authorized

Date:

State of Connecticut
Bureau of Statewide Emergency Telecommunications

By: _____
James F. Blesso
Administrator
Duly Authorized

Date:

Approved as to Form:

Stephen J. O'Neill
Assistant Attorney General

Date:

3

STATE OF CONNECTICUT
BUREAU OF STATEWIDE EMERGENCY TELECOMMUNICATIONS
ENHANCED 9-1-1 EMERGENCY TELEPHONE SYSTEM
TERMINAL EQUIPMENT USER'S AGREEMENT

with

THE CITY OF DANBURY, CONNECTICUT

THIS AGREEMENT, made this _____ day of _____, 1989 by and between the State of Connecticut acting by and through James F. Blesso, Administrator, Bureau of Statewide Emergency Telecommunications (hereinafter BSET), duly authorized pursuant to Connecticut General Statutes Sec. 28-27 (a) and the City of Danbury, a municipal corporation acting by and through Joseph H. Sauer, Jr., First Selectman, duly authorized pursuant to Connecticut General Statutes Section 7-148 (hereinafter USER) for the allocation, operation and maintenance of Enhanced 9-1-1 terminal equipment for use at an Enhanced 9-1-1 Public Safety Answering Point (hereinafter PSAP) by the USER, witnesseth that:

WHEREAS, the State of Connecticut is implementing an Enhanced 9-1-1 Emergency Telephone System pursuant to Chapter 518a, Connecticut General Statutes Sections 28-24, et seq., and

WHEREAS, BSET is an agency of the State of Connecticut authorized to administer and coordinate the implementation of Enhanced 9-1-1 service in the State pursuant to Connecticut General Statutes Section 28-27 and

WHEREAS, the Enhanced 9-1-1 Commission is established pursuant to Connecticut General Statutes Section 28-29a to oversee BSET in planning, design, implementation and coordination of statewide Enhanced 9-1-1 service, and

WHEREAS, the Legislature of the State of Connecticut has authorized bonds, pursuant to Special Act 84-54 Sec. 2(x), as amended by Special Act 85-102, Sec. 152 for the purchase of Enhanced 9-1-1 terminal equipment, and

WHEREAS, the State Bonding Commission has released such bond funds on October 24, 1986 to purchase Enhanced 9-1-1 terminal equipment, and

WHEREAS, all Enhanced 9-1-1 terminal equipment purchased by the State shall be the property of the State of Connecticut, duly marked as such, and subject to disposition by BSET to implement Enhanced 9-1-1 service, and

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WHEREAS, municipalities of the State are responsible pursuant to Connecticut General Statutes Section 28-28b for the operation and maintenance of any Enhanced 9-1-1 terminal equipment allocated to it by the State, and

WHEREAS, the following definitions shall apply to terms used in this Agreement:

Enhanced 9-1-1 Service - means a service consisting of telephone network features and public safety answering points provided for users of the public telephone system enabling such users to reach a public safety answering point by dialing the digits 9-1-1. Such service directs 9-1-1 calls to appropriate public safety answering points by selective routing based on the geographic location from which the call originated and provides the capability for automatic number identification and automatic location identification features.

Enhanced 9-1-1 Terminal Equipment - The equipment needed at the PSAP to receive Enhanced 9-1-1 calls; provide a display of the telephone number and location information that pertains to a particular 9-1-1 call; provide call transfer functions; and provide print-outs of location information and other 9-1-1 call data. This equipment includes ANI and ALI Master Controllers, Auxiliary Controllers, Expansion Units, Additional Trunking Equipment, ALI Display Screens, ANI Display/Transfer Units, and Printers.

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Automatic number identification (ANI) - The Enhanced 9-1-1 service capability that enables the automatic display of the seven digit number of the telephone used to place a 9-1-1 call.

Public Safety Answering Point (PSAP) - A facility operated on a twenty four (24) hour basis, designated as the first point of reception for 9-1-1 calls and, as appropriate, directly dispatching emergency response services, or transferring or relaying emergency 9-1-1 calls to other public safety agencies. A public safety answering point is the first point of reception by a public safety agency of a 9-1-1 call and serves the jurisdictions in which it is located or other participating jurisdictions.

USER - The municipality or other organization operating a PSAP and legally responsible for all activities under this agreement.

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NOW THEREFORE, in consideration of the covenants, terms and conditions hereinafter expressed, the parties, by their duly authorized representatives, do mutually agree as follows:

GENERAL PROVISIONS

- 1) BSET agrees to arrange for the installation of State purchased Enhanced 9-1-1 terminal equipment at the PSAP designated by the USER in its final Enhanced 9-1-1 utilization plan. Quantities of each equipment item to be allocated to the PSAPs shall be determined by BSET with approval of the Enhanced 9-1-1 Commission.
- 2) BSET will arrange for the initial training of PSAP personnel in the use of the terminal equipment. Up to three individuals assigned to each PSAP/secondary dispatch location with a service population of up to 100,000 and up to four individuals assigned to each PSAP/secondary dispatch location with a service population over 100,000 will be trained. Training will be conducted by Southern New England Telephone Company (hereinafter SNET) at a central location in coordination with installation of PSAP equipment.
- 3) Enhanced 9-1-1 terminal equipment is warranted for twelve months by SNET. The warranty period begins when the installation is accepted and placed in public service. The USER agrees to assume the responsibility for all maintenance costs of terminal equipment installed at the PSAP location beginning at the termination of the warranty period in accordance with the tariff rates approved by the Department of Public Utility Control.
- 4) USER agrees to operate Enhanced 9-1-1 terminal equipment at the PSAP on a 24-hour, seven-day week basis unless some other prior arrangement is made that is acceptable to BSET and the Enhanced 9-1-1 Commission.
- 5) USER agrees to assume the risk of loss for all Enhanced 9-1-1 terminal equipment allocated to it pursuant to this agreement and to insure such terminal equipment, in an amount equal to its replacement value, against any such loss. BSET may request a certificate of insurance or of self insurance if deemed necessary.
- 6) USER agrees not to dispose of any State purchased Enhanced 9-1-1 terminal equipment without the approval of BSET.
- 7) USER agrees to assume the responsibility for terminal equipment operator costs, equipment power, printer paper and ribbon costs, and other similar costs.

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- 8) USER agrees to provide an emergency power source at the PSAP to maintain terminal equipment operation when commercial power outages occur.
 - 9) USER agrees to use the terminal equipment for emergency response purposes only. Information regarding telephone subscribers provided through the Enhanced 9-1-1 telephone network shall be used only for the purpose of responding to emergency calls or for the investigation of false or intentionally misleading reports of incidents requiring emergency service and for no other purpose.
 - 10) USER agrees to establish and maintain the environmental and electrical requirements for terminal equipment operation contained in the State of Connecticut, Bureau of Statewide Emergency Telecommunications, Enhanced 9-1-1 Emergency Telephone Service, Community Planning Handbook, to operate said equipment in a manner consistent with its authorized use, and not allow or perform modifications of any kind to said equipment unless authorized by BSET.
 - 11) USER agrees to use allocated terminal equipment exclusively for the processing of Enhanced 9-1-1 calls at the PSAP location identified in the USER's final implementation plan. Terminal equipment may be moved within the PSAP location identified in the final implementation plan without notice to BSET, provided that all provisions with respect to environmental and electrical requirements are complied with. If the PSAP is relocated to another building, the USER will promptly notify BSET. The disconnection and reconnection of wire or cable between equipment components and the network occasioned by any such relocation shall be accomplished only by SNET at the expense of the USER.
 - 12) USER agrees to use only State authorized Enhanced 9-1-1 terminal equipment or system compatible equipment to effectively utilize Enhanced 9-1-1 service and access the Southern New England Telephone Company's Automatic Location Identification data base. USER shall insure that any equipment connected to the Enhanced 9-1-1 terminal equipment through the RS-232 interface or otherwise will not compromise, interfere with or damage any equipment associated with the Enhanced 9-1-1 system or inhibit the operation of the network in any way.
 - 13) USER agrees to immediately notify SNET of the failure of any terminal equipment or other system failure. USER agrees to promptly notify SNET, by mail, of any incorrect or missing ALI or ANI information that comes to its attention on forms provided by SNET. USER agrees to submit monthly summary reports, if any, to BSET regarding terminal equipment failures and service company performance on forms provided by BSET.

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14) USER agrees to allow BSET to perform periodic inspection and inventory of terminal equipment at the PSAP facility. The inspection and inventory will be conducted at mutually agreeable times.

15) USER agrees that provision will be made at the PSAP for the processing of calls from the speech and hearing impaired through the use of a TDD (Telecommunications Device for the Deaf) at the PSAP or another location.

16) USER agrees to comply with all applicable terms and conditions set forth in the Enhanced 9-1-1 Service Tariff, on file with and approved by the Department of Public Utility Control.

SEVERABILITY

It is the intent of the parties that, should any portion of this agreement be finally declared invalid by any court, all other portions shall remain in full force and effect subject to any amendments that may thereafter be made in writing by the parties.

ENFORCEMENT, MODIFICATION AND TERMINATION

Due to USER'S obligation for the operation and maintenance of terminal equipment pursuant to Connecticut General Statutes Section 28-28b, this agreement may not be unilaterally terminated by the USER for any reason. USER recognizes and acknowledges its statutory obligation to provide a public safety answering point utilizing Enhanced 9-1-1 network features and the authority of BSET or the Attorney General of the State of Connecticut to enforce the provisions of Connecticut General Statutes Section 28-28b and to require specific performance of this agreement. However, this agreement may be bilaterally modified or terminated upon mutually agreed upon terms.

INDEMNIFICATION

USER agrees to indemnify and save harmless the State of Connecticut Bureau of Statewide Emergency Telecommunications, its Administrator and employees and the E 9-1-1 Commission from and against any and all claims, demands, actions, suits, and proceedings by others; against all liability to others, including but not limited to any liability for damages by reason of or arising out of any misuse of ALI information or any cause of action whatsoever, and against any loss, cost, expense, and damage resulting therefrom, arising out of or involving any negligence on the part of USER in the exercise or enjoyment of this agreement.

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NONDISCRIMINATION

The USER agrees and warrants that in the performance of the agreement such user will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such USER that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the USER as related to the provisions of this paragraph.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly signed on the dates hereinafter stated.

The City of Danbury, Connecticut

By: _____
Joseph H. Sauer, Jr.
Mayor
Duly Authorized

Date:

State of Connecticut
Bureau of Statewide Emergency Telecommunications

By: _____
James F. Blesso
Administrator
Duly Authorized

Date:

Approved as to Form:

Stephen J. O'Neill
Assistant Attorney General

Date:

3

STATE OF CONNECTICUT
BUREAU OF STATEWIDE EMERGENCY TELECOMMUNICATIONS
ENHANCED 9-1-1 EMERGENCY TELEPHONE SYSTEM
TERMINAL EQUIPMENT USER'S AGREEMENT

with

THE CITY OF DANBURY, CONNECTICUT

THIS AGREEMENT, made this _____ day of _____, 1989 by and between the State of Connecticut acting by and through James F. Blesso, Administrator, Bureau of Statewide Emergency Telecommunications (hereinafter BSET), duly authorized pursuant to Connecticut General Statutes Sec. 28-27 (a) and the City of Danbury, a municipal corporation acting by and through Joseph H. Sauer, Jr., First Selectman, duly authorized pursuant to Connecticut General Statutes Section 7-148 (hereinafter USER) for the allocation, operation and maintenance of Enhanced 9-1-1 terminal equipment for use at an Enhanced 9-1-1 Public Safety Answering Point (hereinafter PSAP) by the USER, witnesseth that:

WHEREAS, the State of Connecticut is implementing an Enhanced 9-1-1 Emergency Telephone System pursuant to Chapter 518a, Connecticut General Statutes Sections 28-24, et seq., and

WHEREAS, BSET is an agency of the State of Connecticut authorized to administer and coordinate the implementation of Enhanced 9-1-1 service in the State pursuant to Connecticut General Statutes Section 28-27 and

WHEREAS, the Enhanced 9-1-1 Commission is established pursuant to Connecticut General Statutes Section 28-29a to oversee BSET in planning, design, implementation and coordination of statewide Enhanced 9-1-1 service, and

WHEREAS, the Legislature of the State of Connecticut has authorized bonds, pursuant to Special Act 84-54 Sec. 2(x), as amended by Special Act 85-102, Sec. 152 for the purchase of Enhanced 9-1-1 terminal equipment, and

WHEREAS, the State Bonding Commission has released such bond funds on October 24, 1986 to purchase Enhanced 9-1-1 terminal equipment, and

WHEREAS, all Enhanced 9-1-1 terminal equipment purchased by the State shall be the property of the State of Connecticut, duly marked as such, and subject to disposition by BSET to implement Enhanced 9-1-1 service, and

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WHEREAS, municipalities of the State are responsible pursuant to Connecticut General Statutes Section 28-28b for the operation and maintenance of any Enhanced 9-1-1 terminal equipment allocated to it by the State, and

WHEREAS, the following definitions shall apply to terms used in this Agreement:

Enhanced 9-1-1 Service - means a service consisting of telephone network features and public safety answering points provided for users of the public telephone system enabling such users to reach a public safety answering point by dialing the digits 9-1-1. Such service directs 9-1-1 calls to appropriate public safety answering points by selective routing based on the geographic location from which the call originated and provides the capability for automatic number identification and automatic location identification features.

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USER - The municipality or other organization operating a PSAP and legally responsible for all activities under this agreement.

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NOW THEREFORE, in consideration of the covenants, terms and conditions hereinafter expressed, the parties, by their duly authorized representatives, do mutually agree as follows:

GENERAL PROVISIONS

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- 6) USER agrees not to dispose of any State purchased Enhanced 9-1-1 terminal equipment without the approval of BSET.
- 7) USER agrees to assume the responsibility for terminal equipment operator costs, equipment power, printer paper and ribbon costs, and other similar costs.

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- 8) USER agrees to provide an emergency power source at the PSAP to maintain terminal equipment operation when commercial power outages occur.
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USER agrees to indemnify and save harmless the State of Connecticut Bureau of Statewide Emergency Telecommunications, its Administrator and employees and the E 9-1-1 Commission from and against any and all claims, demands, actions, suits, and proceedings by others; against all liability to others, including but not limited to any liability for damages by reason of or arising out of any misuse of ALI information or any cause of action whatsoever, and against any loss, cost, expense, and damage resulting therefrom, arising out of or involving any negligence on the part of USER in the exercise or enjoyment of this agreement.

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The USER agrees and warrants that in the performance of the agreement such user will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such USER that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the USER as related to the provisions of this paragraph.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly signed on the dates hereinafter stated.

The City of Danbury, Connecticut

By: _____
Joseph H. Sauer, Jr.
Mayor
Duly Authorized

Date:

State of Connecticut
Bureau of Statewide Emergency Telecommunications

By: _____
James F. Blesso
Administrator
Duly Authorized

Date:

Approved as to Form:

Stephen J. O'Neill
Assistant Attorney General

Date:

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STATE OF CONNECTICUT
BUREAU OF STATEWIDE EMERGENCY TELECOMMUNICATIONS
ENHANCED 9-1-1 EMERGENCY TELEPHONE SYSTEM
TERMINAL EQUIPMENT USER'S AGREEMENT

with

THE CITY OF DANBURY, CONNECTICUT

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WHEREAS, BSET is an agency of the State of Connecticut authorized to administer and coordinate the implementation of Enhanced 9-1-1 service in the State pursuant to Connecticut General Statutes Section 28-27 and

WHEREAS, the Enhanced 9-1-1 Commission is established pursuant to Connecticut General Statutes Section 28-29a to oversee BSET in planning, design, implementation and coordination of statewide Enhanced 9-1-1 service, and

WHEREAS, the Legislature of the State of Connecticut has authorized bonds, pursuant to Special Act 84-54 Sec. 2(x), as amended by Special Act 85-102, Sec. 152 for the purchase of Enhanced 9-1-1 terminal equipment, and

WHEREAS, the State Bonding Commission has released such bond funds on October 24, 1986 to purchase Enhanced 9-1-1 terminal equipment, and

WHEREAS, all Enhanced 9-1-1 terminal equipment purchased by the State shall be the property of the State of Connecticut, duly marked as such, and subject to disposition by BSET to implement Enhanced 9-1-1 service, and

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Joseph H. Sauer, Jr.
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Date:

State of Connecticut
Bureau of Statewide Emergency Telecommunications

By: _____
James F. Blesso
Administrator
Duly Authorized

Date:

Approved as to Form:

Stephen J. O'Neill
Assistant Attorney General

Date:



CITY OF DANBURY
DANBURY, CONNECTICUT 06810

4



DEPARTMENT OF POLICE
120 MAIN STREET

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

September 27, 1989

MEMO

To: Elizabeth Crudginton, City Clerk
Members of the Common Council

From: Chief Nelson F. Macedo

Subject: PERMISSION TO ACCEPT DONATIONS

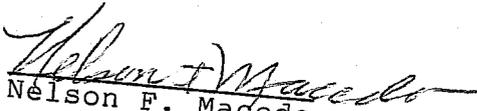
Permission is hereby requested to accept donations of \$475.00 each from the following for the purpose of rebuilding a building to house radio equipment:

- Danbury Fire Department
- Ridgefield Fire Department
- Automated Waste Disposal, Inc.
- Hoffman Fuel Oil Company
- Housatonic Area Regional Transit
- Suburban Communications, Inc.

The building is located at the foot of the radio tower, Spruce Mountain Road, that all of the above use.

The labor will be supplied by Candlewood Amateur Radio Association and the Civil Air Patrol at no cost to the city.

Thank you for your anticipated approval of this request.


Nelson F. Macedo
Chief of Police

NFM:ks

c: Officer Hulton



5

CITY OF DANBURY

DANBURY, CONNECTICUT 06810

DEPARTMENT OF ELDERLY SERVICES

COMMISSION ON AGING

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

Municipal Agent
80 Main Street
(203) 797-4687

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

September 25, 1989

Mayor Joseph H. Sauer, Jr. and
Members of the Danbury Common Council
City Hall - 155 Deer Hill Avenue
Danbury, Connecticut
06810

Mayor Sauer and Members of the Common Council:

The Department of Elderly Services requests your approval of a donation of \$300.00 from the Danbury Pharmacy/ Danbury Hospital for the printing of our monthly newsletter, SENIORITY.

May we have the amount of \$300.00 transferred into the Commission On Aging budget (line item - 022000 - printing/binding).

Respectfully,


Leo McIlrath, Director
Department of Elderly Services



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

October 3, 1989

JOSEPH H. SAUER, JR.
MAYOR

(203) 797-4511

Honorable Members of the Common Council
City of Danbury
Connecticut

Dear Council Members:

I wish to appoint Edward S. Caco, Jr., 50 Newtown Road, 3-C,
Danbury, to the Conservation Commission, for a term to expire
7/1/91.

Sincerely yours,

Joseph H. Sauer, Jr.
Mayor

JHS:D

To: Mayor Joseph Sauer
155 Deer Hill Ave
Danbury, CT 06810

September 8, 1989

From: Edward S. Caco Jr.
50 Newtown Road 3-C
Danbury, CT 06810

6
received
9/11/89

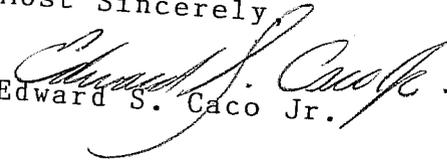
Dear Mayor Joseph Sauer:

It has come to my attention that the Danbury Conservation Commission is seeking concerned individuals to take an active part on its committee. I would be interested in serving on this committee, and have the experience that would benefit both the commission and the citizens of Danbury.

In 1982, I recieved a Proclamation from the Mayer for my service on the initial phase of the Bear Mountain Project. I served under the supervision of the US Department of Agriculture and Forestry Service. As an Alumni of these departments, I have much to offer Danbury's Conservation efforts.

I would like the opportunity to serve on the commission and would appreciate your endorsement.

Most Sincerely


Edward S. Caco Jr.

AFFILIATIONS:

- 1- Student Conservation Association
- 2- National Parks and Conservation Association
- 3- Cousteau Society
- 4- Enviromental Protection Association
- 5- Whale Protection Fund
- 6- National Geographic Society

September 12, 1989

Mayor Joseph Sauer, Jr.

City Hall

Dear Mayor Sauer:

The Library Board of Directors has been discussing the need to upgrade and revitalize the grounds surrounding the Danbury Public Library. It has been 20 years since the Library was built and there is a need for three areas of improvement:

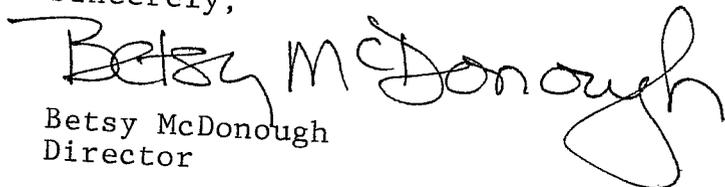
1. Improved lighting and electricity in the Plaza for increased security and to support a new illuminated "Danbury Public Library" sign on the corner of Main and West streets.
2. An additional outside staircase at the Main street entrance to accommodate the many library patrons currently trampling the plantings scrambling up the incline to enter the building.
3. A revitalization of the plantings surrounding the library. After 20 years some trees and shrubs need to be removed and grass and shrubs need to be planted.

To support these improvements, the Library Board of Directors at its September 7, 1989, meeting voted to deposit \$3,500 into the City's capital budget to have the necessary architectural plans and drawings completed for the electrical plan and staircase. Please be advised that the Library Board will come back to the Common Council in the future to deposit funds for the necessary construction once the final bid price is received.

I have spoken with Dom Setaro and he has indicated he would make the necessary adjustments to the City's capital budget and the City's revenue. No certification of funds is needed. Any unexpended funds will be returned to the Library Board of Directors.

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

Sincerely,


Betsy McDonough
Director

cc: D. Setaro
City Clerk

September 12, 1989

7

Mayor Joseph Sauer, Jr.

City Hall

Dear Mayor Sauer:

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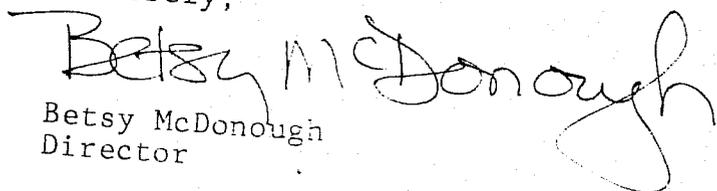
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Please place this item on the agenda for the October Common Council meeting.

Sincerely,



Betsy McDonough
Director

cc: D. Setaro
City Clerk



8

CITY OF DANBURY
DANBURY, CONNECTICUT 06810

FIRE DEPARTMENT
19 NEW STREET

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

September 20, 1989

To: Common Council Members
From: Antonio L. Lagarto, Chief Fire Executive
Subject: Additional Funding For Special Services #011011

I request that an additional \$5,000.00 be transferred into this Special Services account. As of this date, this account only has \$1,633.42 left. There are fire watch services scheduled which will be deducted from this amount. We started with \$10,000.00 in this account and only ten (10) weeks have gone by in this fiscal year. The majority of money has gone for the addition to G. Fox at the Danbury Mall. There should be less need for fire watch, but we still must anticipate further need in the future.

This is a wash item. All money expended is returned to the General Fund by the contractor at a time-and-a-half rate of pay.

Thank you for your consideration and cooperation with this request.

Sincerely,
Antonio L. Lagarto
Antonio L. Lagarto
Chief Fire Executive

ALL:mw

1-ss

c:Mayor Sauer

D. Setaro, Comptroller

Snug Harbor Association
Snug Harbor
Danbury, Conn. 06811

9



Mr. Gary Renz
Common Council Member
Danbury, CT

September 23, 1989

Dear Mr. Renz,

On behalf of concerned neighbors in Snug Harbor, we are asking that the fine for redemption of roaming dogs (Sec. 22-364) be substantially increased. Currently the dog warden is charging \$10.00 for the first offense and an additional \$5.00 for subsequent offenses. This fee is hardly a deterrent to anyone, and is way out of line in todays world.

Although we do not have a figure in mind, certainly a minimum of \$25.00 for a first offense with the fine doubling for subsequent offenses would be a reasonable yet effective amount to charge.

We look forward to hearing how the Common Council feels about our suggestion.

Sincerely,

A handwritten signature in cursive script, appearing to read "Michelle A. Stack".

Michelle A. Stack
2nd VP Complaints Committee

790-7699

11

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made this day of 1989
by and between the City of Danbury, acting herein by Joseph H.
Sauer, Jr., its Mayor, hereunto duly authorized, (hereinafter
designated the "City") and the Danbury Fire Fighters
Association, Local 801, IAFF, AFL-CIO, acting herein by
Louis P. DeMici, its President, hereunto duly authorized,
(hereinafter designated the "Union").

WHEREAS, due to pending litigation between the parties
certain vacancies in the ranks of Captain and Lieutenant in the
Danbury Fire Department have remained unfilled; and

WHEREAS, the parties wish to commence the process of
examining applicants and thereafter filling said vacancies; and

WHEREAS, the parties wish to modify the qualifications for
eligibility to take said examinations;

NOW, THEREFORE, IT IS HEREBY AGREED by and between the
parties hereto that the Civil Service Commission of the City
(hereinafter designated, the "Commission") shall undertake the
abovementioned process in accordance with the following:

1. There shall be one examination (consisting of those
tests customarily given by the Commission to determine the
relative ranking of candidates) given for each class of
positions.

2. There shall be two eligibility lists established for each class of positions.

3. The first eligibility list for each class of positions shall contain the names of those members of the Danbury Fire Department who successfully pass the examination for that class and who met the qualifications to take said exam and who actually made application to the Commission therefor on or before May 20, 1986.

4. The second eligibility list for each class of positions shall contain the names of those members of the Danbury Fire Department who successfully pass the examination for that class and who meet the qualifications to take said exam and who make application to the Commission therefor on or before 1989.

5. The vacancies existing within each class of positions on May 20, 1986 shall be filled by the appointment of members of the Danbury Fire Department whose names appear on the first eligibility list for the class; provided that if there are an insufficient number of candidates on said lists who are deemed to be acceptable by the appointing authority, then any remaining vacancies may be filled by the appointment of members of the Danbury Fire Department whose names appear on the second eligibility list for the class.

11

6. Following the filling of the last vacancy that existed within each class of positions on May 20, 1986, the eligibility lists for said class shall be merged and the names on said combined list shall be ranked based on their relative ratings, as determined by the Commission in accordance with its Rules and Regulations.

7. The vacancies existing within each class of positions on May 20, 1986 shall then be filled in the usual fashion by the appointment of members of the Danbury Fire Department whose names appear on the combined eligibility list for the class.

8. Nothing herein shall be construed to require the appointment of any particular member whose name shall appear on said lists. Except as specifically provided herein, all provisions of the Civil Service Rules and Regulations and of the Connecticut General Statutes shall remain in full force and effect.

9. The parties recognize that the foregoing is intended to remedy a unique situation and accordingly, once the examination process contemplated herein has been completed, this agreement shall not prevent the City from returning to promotional process that was in place prior to the date hereof without the necessity of bargaining on the issues identified as

U

subject to collective bargaining in subsection 7-474(g) of the Connecticut General Statutes.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, 1989.

Signed, sealed and delivered in the presence of:

CITY OF DANBURY

By: _____

DANBURY FIRE FIGHTERS ASSOC.
LOCAL 801, IAFF, AFL-CIO

By: _____



CITY OF DANBURY

DANBURY, CONNECTICUT 06810

LANDFILL DEPARTMENT
(203) 797-4605

12
MICHAEL A. CECH
General Mgr. of Solid Waste

The Honorable Joseph H. Sauer, Jr., Mayor
Honorable Members of the Common Council
155 Deer Hill Avenue
Danbury, CT 06810

September 26, 1989

Dear Mayor Sauer and Council Members:

I respectfully request the formation of a committee to discuss the latest proposal from the HRRRA.

To add this item onto the October agenda, I needed to write this request today; however, final HRRRA action on the proposal is not scheduled until tomorrow.

In essence, the proposal concerns HRRRA's request for a special appropriation - approximately \$94,000 in Danbury's case - to solicit proposals from vendors for the long-term disposal of our solid waste.

Details will be forthcoming and will be sent promptly to the committee.

Sincerely,

Michael A. Cech
Gen. Mgr. of Solid Waste

MAC/sw

cc: R. Resha
D. Setaro
D. Minahan
D. Gervasoni
file



13

CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

**DEPARTMENT
OF FINANCE**

September 6, 1989

Certification

TO: Common Council via
Mayor Joseph H. Sauer

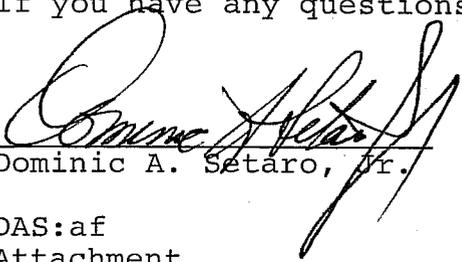
FROM: Dominic A. Setaro, Jr., Acting Director of Finance/
Comptroller

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 1988-89 funds from the Water Department.

As is customary, any funds that were appropriated and unspent at the end of a fiscal year for projects which will continue into the next fiscal year, Common Council must take action to reappropriate those monies so that 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 \$146,024.99 to be reappropriated from the Water Fund fund balance (surplus) to the attached accounts as indicated in Mr. Buckley's memo. Please place this item on the agenda of the Common Council's October meeting for their 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.

SEP 1 1989

CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

13

WATER AND SEWER DEPARTMENTS
797-4539

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

August 31, 1989

TO: Mr. Dominic Setaro, Comptroller
FROM: Mr. William J. Buckley, Supt. of Public Utilities
RE: REAPPROPRIATION OF 1988 - 1989 FUNDS

As you are aware, the Water Department is an enterprise fund. 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 88-89 fiscal year which on June 30, 1989 were still not 100 percent complete and therefore, there were monies encumbered for those projects on June 30, 1989 and left unspent. The purpose of this letter is to request your assistance in getting those funds reappropriated in the proper accounts in the 89-90 budget so that the projects can be completed and finalized. Please be advised that this will have no affect whatsoever on the rate structure.

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

(7)

WATER DEPARTMENT PROJECTS

<u>NAME</u>	<u>ACCOUNT #</u>	<u>AMOUNT TO BE REAPPROPRIATED</u>
1) Rehabilitation of Marjorie Reservoir (Contractor)	10-01-312	13,758.80
2) Rehabilitation of Marjorie	10-01-312	3,147.80
3) West Lake Pump Station (Construction)	10-01-312	13,794.05
4) West Lake Pump Station (Engineering)	10-01-321	2,765.05
5) High School Tank	10-01-342	879.29
6) Phase III 36" Transmission	10-01-343	91,440.00
7) Water Distribution System Improvement Programs: Items 1 thru 6 (Engineering)	10-01-343	20,240.00

You may note that I will be processing transfers for many of these projects from existing line items in the 89-90 budget in order to allow the contractors and engineering work to continue while you process this reappropriation request. Once the reappropriation is made, I will then process transfers to move the money back from the line items that I temporarily borrowed them from in order for the projects to continue in a smooth fashion. Should you have any questions or care to discuss this matter in greater detail, do not hesitate to contact me.

WJB/sm
cc: Mr. Dan Minahan
Mr. Bob Ogden



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

15

**DEPARTMENT
OF FINANCE**

September 27, 1989

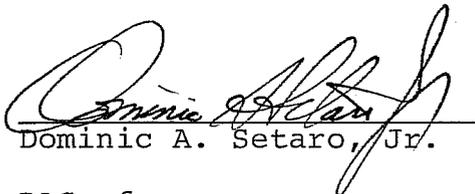
MEMO TO: Common Council via
Mayor Joseph H. Sauer

FROM: Dominic A. Setaro, Jr., Acting Director of Finance/
Comptroller

RE: Edgewood Street Sewers

As you know, the Common Council has approved the extension of sewers on Edgewood Street and under our normal procedure the City would proceed to construct the sewers and assessments would be levied against the various property owners. Since this project is estimated to cost \$70,000, it is not economically feasible for the City to issue bonds. Therefore, I would request that the Common Council authorize the establishment of a line item in the Sewer Fund capital budget in the amount of \$70,000 for the construction of sewers on Edgewood Street. These monies will be temporarily taken from the Sewer Fund fund balance, and once the sewers are constructed and assessments are levied, an adjustment will be made to repay the Sewer Fund for funds used. Common Council approval will be needed at its October 3, 1989 meeting in order for the City to take advantage of the low bid that was received recently. Therefore, I request that you place this item on that agenda for the Common Council's approval.

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


Dominic A. Setaro, Jr.

DAS:af

c: John A. Schweitzer, Jr.
Eric Gottschalk
William Buckley



16

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

September 27, 1989

PLEASE REPLY TO:

DANBURY, CT 06810

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

Re: Carvalho - September Agenda Item No. 29
Dear Mayor and Council Members:

Please accept the following in response to your request for a report. I have reviewed the letter from Atty. St. John, who represents Mr. and Mrs. Carvalho, concerning a claim that the City of Danbury made a commitment to convey to them a piece of surplus property formerly owned by Rose T. Spano and Mary Rose Spano.

Based on a review of City records and discussions with the City Engineer, I can report to you that the City of Danbury is under no obligation, and, in fact, has made no commitment, to convey the former Spano property to anyone.

On July 15, 1985 Mr. Carvalho requested that the City convey to him any contiguous surplus property remaining after the City completed the road improvement project in the area of Maple Avenue (See Exhibit 1). The then Corporation Counsel, Theodore H. Goldstein wrote to the Council on May 13, 1985 indicating that while no commitment had or could have been made by him to the Carvalhos concerning the conveyance of surplus property, he nevertheless recommended that the City "give first consideration" to the Carvalhos in the event that the Cheney property was ever declared surplus (See Exhibit 2). Thereafter the Council approved a committee report on January 7, 1986 which denied the Carvalho request, without prejudice, at least until such time as the "contiguous surplus property" was declared surplus (See Exhibit 3).

16

Re: Carvalho - September Agenda Item No. 29
September 27, 1989

- 2 -

Thereafter, on June 13, 1986, the Carvalhos resubmitted their request (See Exhibit 4); again asking that the Council approve a conveyance to them of "the contiguous surplus property." That request was reviewed by the Council and on October 6, 1987 the Council approved a committee report that recommended that the City declare the contiguous property, formerly owned by Lizzie Cheney and Willie Cheney, surplus and that the property be offered to the Carvalhos for a price to be determined by the Tax Assessor (See Exhibit 5).

It should be noted that the property then in question was, in fact, the Cheney property and not the Spano property that appears now to be at issue. This is clear from the letter of Mr. Goldstein (Exhibit 2) as well as from a review of the survey prepared by the City Engineer and mentioned in the Council committee report of October 6, 1987 (Exhibit 5). That survey (Exhibit 6) was ultimately used as the basis upon which the City actually conveyed the Cheney parcel to the Carvalhos during the following month, in November of 1987. A copy of the deed is also enclosed (See Exhibit 7).

The former Spano property became a recent subject of Council action as the result of a request by John Ashkar to purchase the property, dated November 21, 1988 (See Exhibit 8). That request was denied without prejudice (See Exhibit 9), however, the Carvalhos, I think correctly, took the Council action as an indication that the City was reserving its right to convey the property to someone other than themselves. Since the Carvalhos hold the belief that they were given some commitment with respect to the Spano property, the letter from their attorney followed.

Based on the foregoing, I believe that no such commitment was ever made, at least as far as can be discerned from the record which I have reviewed and provided to you. While it is true that the first letter from the Carvalhos mentioned both the Cheney and Spano pieces, only the Cheney piece was referenced in the letter from Corporation Counsel Goldstein and only the Cheney piece is dealt with in the proceedings leading up to the conveyance mentioned above. If it had been the intention of the Council to convey both pieces to the Carvalhos, and if it had been their intention to acquire both, it seems beyond doubt that their claim would have been raised at the time of closing in 1987.

Re: Carvalho - September Agenda Item No. 29
September 27, 1989

In summary, it seems that the Carvalhos are under a misapprehension concerning the City's intended commitment to convey property to them. The City did, in fact, make a commitment to convey the Cheney property and shortly thereafter did so. No similar commitment was ever made concerning the Spano property.

As the legislative body of the City of Danbury you have discretion pursuant to the Danbury Code of Ordinances to either sell surplus by way of sealed bids, the preferred method, or through some other approach if the Council believes that in a given case an alternative better suits the interests of the City. See Section 2-133 of the Code.

As a final word, while I believe that there is a sufficient record upon which you may form your own impression, if there is anything in the written record of importance that has been overlooked, the Carvalhos should be invited to bring it to the attention of both the Council and this office. For that reason, I have forwarded copies of this material to Atty. St. John for review with his clients. In the meantime, if you require anything further, please feel free to contact me.

Sincerely,


Eric L. Gottschalk
Assistant Corporation Counsel

ELG:r

Enclosures

c: William J. St. John, Jr., Esq.
with enclosures

A & S AUTO SALES

88 Balmforth Ave. Danbury, Connecticut 06810

Days 743-1588

Eves 748-3360

July 15, 1985

16
RECEIVED
AUG 7 1985
Engineering Dept

Councilperson
Constance A. McManus, President
City of Danbury

Dear President McManus:

We are writing to request your councils consideration in exchange for a recently caused hardship brought about by road construction project.

We, Norman and Dorothy Carvalho of 1 Purchase St. Danbury, Ct. owners of Business Property at 88 Balmforth Avenue, Danbury, were recently required to sell the City of Danbury, a portion of our Business Property at 88 Balmforth Avenue in conjunction with a road project on Balmforth Avenue, Danbury. The taking of this property will cause us an "Extreme Hardship", but as lifelong residents of the City of Danbury, are looking toward an improved Danbury and based on the assumption that we would be given the opportunity to purchase the remaining contiguous property at a fair market price, a portion of our property was sold to the City of Danbury, without the need for condemnation proceedings.

During the negotiations for sale of this property, we requested from the Corporation Counsel, City of Danbury, Theodore H. Goldstein, some assurance that we would be able to purchase any excess contiguous property from the City of Danbury.

Previous to the City of Danbury road project undertaking, both the Cheney and Spano properties were considered for possible business expansion. Unfortunately, we were never able to reach agreement as to Terms of Sale.

We are hereby harmed by this road project on Two Counts: (1) The taking of property that further limits use on an already small parcel and (2) the change in road elevation and the adding of road ramps, making it more difficult to access our property.

A & S AUTO SALES

88 Balmforth Ave. Danbury, Connecticut 06810

Days 743-1588

Eves 748-3360

10

Continued:

We hereby request that your council grant us a first option to purchase any contiguous property remaining after road construction that is considered surplus property. In the event that your council will not provide us with this option, we would appreciate some preferred opportunity to purchase this surplus property in light of the hardships caused by this project.

Sincerely,

Norman Carvalho

Dorothy Carvalho

Norman Carvalho &
Dorothy Carvalho

NC:DC



EXHIBIT 2

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

MAY 14 1985

Engineering Dept.

PLEASE REPLY TO:

P.O. Box 1261
DANBURY, CT 06810

THEODORE H. GOLDSTEIN,
CORPORATION COUNSEL

ERIC L. GOTTSCHALK
THOMAS G. WEST
SANDRA V. LEHENY
ASSISTANT CORPORATION
COUNSEL

May 13, 1985

Hon. James E. Dyer, Mayor
City of Danbury
155 Deer Hill Avenue
Danbury, CT. 06810

Re: Carvalho, Norman and Dorothy L.
30-32 North Street, Danbury, Conn.
88-90-92 Balmforth Avenue, Danbury, Conn.
Balmforth Avenue/Maple Avenue Road Project

Dear Mayor:

In connection with the above road project, the City is acquiring portions of property from the above captioned, as well as property of Lizzie Cheney at 86 Balmforth Avenue. Mr. and Mrs. Carvalho have expressed a desire to acquire any portion of the Cheney property which might prove to be not needed in connection with said road project. While no agreement of any kind has or could be made with Mr. and Mrs. Carvalho at this time, because of the extreme hardship which they feel has been imposed upon them, I would recommend that when, as and if the Common Council declares, under Section 2-133 of the Ordinances of the City of Danbury, that any portion of the Cheney property has become surplus, it give first consideration to Mr. and Mrs. Carvalho to acquire said surplus property.

Very cordially yours,

Theodore H. Goldstein,
Corporation Counsel

THG/sn

- cc: Councilperson Constance A. McManus, President
- Robert N. Talarico, Esq.
- Daniel A. Garamella, Director of Public Works
- John A. Schweitzer, Jr., City Engineer



16

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

January 7, 1986

REPORT

Honorable Mayor James E. Dyer
Honorable Members of the Common Council

The Committee appointed to review the request to purchase City property on Balmforth Avenue, met on December 11, 1985 at 8:00 P.M. In attendance were committee members McManus, Gallo and Flanagan. Corporation Counsel T. H. Goldstein was absent.

This request had been a long standing item on the agenda of the former Public Works Committee. As evidenced by the attached correspondence, Norman and Dorothy Carvalho, as owners of A & S Auto Sales, felt they had suffered a hardship from the road construction on Balmforth Avenue but had fully cooperated with the City in the taking of their property. They had requested that the City grant them first option in the purchase of contiguous surplus property. Corporation Counsel Goldstein had informed the committee that this request could not be considered until the property was declared surplus.

The Public Works Committee as a courtesy to the Carvalhos, and in order to avoid causing them the further aggravation of resubmitting their request when the Balmforth Avenue project is completed, agreed to hold the original request until the proper time.

The ad hoc committee feels that Norman and Dorothy Carvalho acted in good faith with the City of Danbury and should be given first consideration for purchasing contiguous property. However, it is beyond the scope of this committee to entertain a request for such an indefinite period of time. Councilman Gallo moved to recommend that the Council deny the request without prejudice, seconded by Councilman Flanagan and passed unanimously.

Respectfully submitted

Constance McManus
Constance McManus

Bernard Gallo
Bernard Gallo

Stephen Flanagan
Stephen Flanagan

1/7/86 Denial accepted
by CC.

16
June 13, 1986

Councilperson Constance A. McMANUS
President, Common Council
City of Danbury
Danbury, Connecticut 06810

Dear President McManus:

We are again writing to request your Councils reconsideration of our previous request regarding a city caused hardship.

On July 15, 1985, we wrote you requesting that your Council grant us an option or some preferred opportunity to purchase surplus property in light of extreme hardship caused by this project. (Copy of that letter is attached.)

IN AS MUCH as my original request was denied without prejudice due to the "indefinite period of time" ??? -- for road construction, we have assumed --, we do hereby request your Councils consideration at this time. The road has been paved, curbing placed and the area has been totally surveyed.

The taking of a portion of our property and the subsequent lowering of the road level and installation of a traffic island has created a hardship of much greater magnitude than we or anyone else could have anticipated. It is most difficult, now that the new road is in place, to access our property especially with a wrecked vehicle behind our wrecker. We welcome a visit by you or any or all of the Councilmen for a greater appreciation of our problem.

We are hereby requesting that your Council grant us a first option to purchase the contiguous excess property or whatever preferred opportunity to purchase that your Council may dictate in light of our hardship.

This request is being initiated at this time due to confusion on our part as to the proper procedures that we should follow and the uncertainty of the status of our previous request.

Sincerely,
Norman Carvalho
Norman Carvalho

A & S AUTO SALES

88 Balmforth Ave. Danbury, Connecticut 06810

Days 743-1588

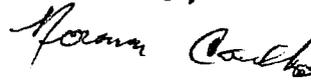
Eves 748-3360

66

Continued:

We hereby request that your council grant us a first option to purchase any contiguous property remaining after road construction that is considered surplus property. In the event that your council will not provide us with this option, we would appreciate some preferred opportunity to purchase this surplus property in light of the hardships caused by this project.

Sincerely,



Norman Carvalho &
Dorothy Carvalho

NC:DC

EXHIBIT 5
CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810
JAMES E. DYER, MAYOR

16

COMMON COUNCIL

REPORT

October 6, 1987

Honorable Mayor James E. Dyer
Honorable Members of the Common Council

Re: Request of A&S Auto Sales to purchase property on Balmforth Avenue

The Common Council Committee appointed to study the request of A&S Auto Sales to purchase property on Balmforth Avenue met on December 16, 1986 and on September 14, 1987. Present at the December meeting were committee members Gallo and McManus, City Corporation Counsel Theodore Goldstein, Attorney Robert Talarico and the petitioners Norman and Dorothy Carvalho.

It was determined that no action could be taken on the petition until an updated survey was obtained. The committee also requested the Mr. Goldstein research the statutes to determine whether the property, when declared surplus, had to be made available to all interested owners of adjoining property or if it could be offered to Mr. Carvalho only.

The committee met again in September with the same participants. City Engineer Jack Schweitzer submitted the attached report and survey. Mr. Goldstein stated that his interpretation of the law would allow the City to offer the land for sale to one specific adjoining property owner instead of all.

Accordingly, a motion was made by Mr. Gallo and seconded by Mrs. McManus that the subject property be declared surplus and that it be offered for sale to Norman and Dorothy Carvalho for a price to be determined by the Tax Assessor. The committee voted to recommend that the stipulations suggested by the City Engineer be written into the deed.

Respectfully submitted,

Constance McManus
CONSTANCE McMANUS, Chairman

Bernard Gallo
BERNARD GALLO

Stephen Flanagan
STEPHEN FLANAGAN

AVENUE

CONC. WALK

C.B.

RAIL PLANTINGS
GAURD

NOTES:

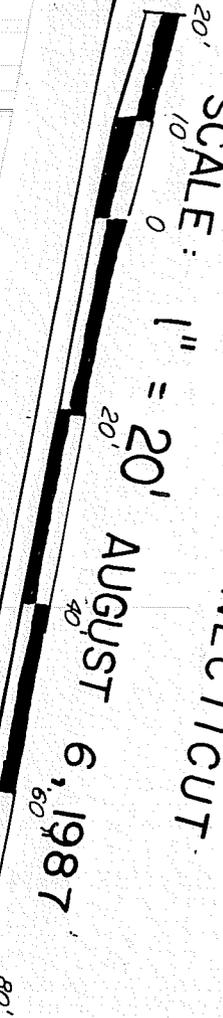
1. REFERENCE MADE TO MAPS Nos. 8100, 8216 AND 686 OF THE DANBURY LAND RECORDS.
2. THIS LOT IS A PORTION OF LAND OF LIZZY AND WILLIE CHENEY AS SHOWN ON MAP No. 8216 OF THE D.L.R., ACQUIRED BY THE CITY OF DANBURY IN CONNECTION WITH IMPROVEMENT AND WIDENING OF BALMFORTH/MAPLE AVENUE.

SCALE: 1" = 20'

AUGUST 6, 1987

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

MAP PREPARED FOR
 THE CITY OF DANBURY
 MAPLE AVENUE
 DANBURY, CONNECTICUT



16



BOOK 863 PAGE 554

To all People to Whom these Presents shall Come, Greeting:

Know Ye, That the City of Danbury, a municipal corporation organized and existing under the laws of the State of Connecticut, located and having a place of business in the County of Fairfield, State of Connecticut, acting herein by James E. Dyer, its Mayor, hereunto duly authorized

for divers good causes and considerations thereunto moving, especially for Sixteen Thousand Dollars (\$16,000.00) received to its full satisfaction of Norman Carvalho and Dorothy L. Carvalho

has ~~have~~ remised, released, and forever quitclaimed, and do by these Presents, for itself and its successors and heirs, ^{assigns} justly and absolutely remise, release, and forever QUIT-CLAIM unto the said Releasees

and the survivor of them, and the heirs and assigns of the survivor of them forever all such right and title as it the said Releasor

has ~~have~~ or ought to have in or to

All that certain piece or parcel of land situated in the City of Danbury, County of Fairfield, State of Connecticut, shown and designated as containing 3,229 sq. ft. as more particularly set forth on that certain map entitled, "Map Prepared for the City of Danbury Maple Avenue Danbury, Connecticut Scale 1"= 20'" prepared by City of Danbury Engineering Department, John A. Schweitzer, Jr., City Engineer, dated August 6, 1986 and certified substantially correct by Ireneo H. Despojado, P.E. & R.L.S. No. 12050 which map is intended to be filed in the Office of the Town Clerk of the City of Danbury contemporaneously herewith;

BOOK 863 PAGE 555

16

To Have and to Hold the premises unto the said Releasees

and unto their survivor, and unto such survivor's heirs and assigns, to the only use and behoof of the said Releasees.

and the survivor of them, and the heirs and assigns of the survivor of them forever that neither the said Releasor

nor any other person or persons in its name and behalf, shall or will hereafter claim or demand any right or title to the premises or any part thereof, but they and every of them shall by these presents be excluded and forever barred.

In Witness Whereof, it has ~~xxxx~~ hereunto set its hand and seal this 2nd day of November in the year of our Lord nineteen hundred and Eighty-seven.

Signed, Sealed and Delivered in presence of

Jacquelyn Cruz
Jacquelyn Cruz

CITY OF DANBURY

Joseph D. Burke
Joseph D. Burke

By:

James E. Dyer
James E. Dyer, its Mayor

"No Conveyance Tax collected

Michael R. Serri
Town Clerk of Danbury"

State of Connecticut,

ss. Danbury

12/88

AD

16



ASHKAR ASSOCIATES REAL ESTATE
26 North Street
Danbury, Connecticut 06810
(203) 792-8550

November 21, 1988

The Honorable Joseph Sauer
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Dear Mayor Sauer:

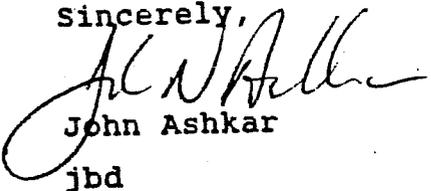
We are the abutting property owner to City owned property on Maple Avenue. (See enclosed Site Plan.) I am writing this letter for the purpose of requesting the purchase of City owned property for the purpose of cutting a one way drive exiting onto Maple Avenue from my property. This would accommodate my proposal to improve and expand my building producing safer and more convenient access for exiting from my site.

I would appreciate if the City would set a purchase price with payment being allocated to the Road Bond issue. Naturally I will grant a right for the City to cross and recross for maintenance purposes. If an agreement is obtained it would be my pleasure to follow up the purchase with a legal description, A2 survey, etc. as required by the City attorney.

I have taken the liberty to review the plan and proposal with Dan Minihan, Director of Public Works. Who in turn has reviewed it with the Engineering Department and have received their acknowledgment that the purchase would be to the benefit of the City and all those involved.

I look forward to a favorable response. If you have any questions, won't you please let me know?

Sincerely,


John Ashkar

jbd

Enclosure

3-7-89.

14

erty. Mr. Buckley stated that it was and also that he is
rd that this is the risk you run when you give future sewer
way. Mr. Shaw introduced a letter from former Common Council
Connie McManus (attached). Also attached is the request
November 17, 1988 from Assistant Corporation Counsel Eric Gottschalk,
g that the Common Council cannot refuse to grant Danbeth authority
nstruct the sewers.

Mr. Flanagan made a motion that the attached eight regular
eps be added to the interlocal agreement in addition to a ninth step
at sewer service is provided subject to the 1985 interlocal agreement.
conded by Mr. Shaw. Motion carried unanimously.

Mr. Bundy made a motion that the report be accepted in com-
pliance with the interlocal agreement and that the eight steps be added.
Seconded by Mr. Moran. Motion carried unanimously.

34 - REPORT - Request of Ashkar Associates to purchase land on
Maple Avenue.

Mr. Moran submitted the following report:

The Common Council Committee appointed to review the request
of Ashkar Associates to purchase property on Maple Avenue met in the
fourth Floor Lobby in City Hall on February 6, 1989 at 7:00 P.M. In
attendance were Committee Members Moran, Gallo and Danise. Also in
attendance were City Engineer Jack Schweitzer, Assistant Corporation
Counsel Eric Gottschalk, Mr. and Mrs. Norman Carvalho, Ed Carvalho and
Council Member Louis Charles, ex-officio.

Mr. Schweitzer opened the meeting by showing the assessor's
map and a description and history of the property. A letter was read
by the Committee dated November 21, 1988 and a Committee Report of the
Common Council dated October 6, 1987 which stated: "Re: Request of A & S
Auto Sales to Purchase Property on Balmforth Avenue." The committee
concluded, and it was confirmed by the Common Council, that the subject
land be declared surplus and that it be offered to Norman and Dorothy
Carvalho for a price to be determined by the Assessor. The committee
also voted to recommend that the stipulation suggested by the City
Engineer be written into the deed. The property in question has not as
yet been declared surplus.

Mr. Gallo made a motion that the petition of Ashkar Associates
be denied without prejudice. Seconded by Mr. Moran. Motion carried un-
animously.

The report was accepted on the Consent Calendar.

35 - REPORT - Exchange of Easements, Tan Mar Drive.

Mr. Shaw submitted the following report:

The Common Council Committee appointed to review the request
for an exchange of easements on Tan Mar Drive met at 7:30 P.M. on
February 16, 1989 in Room 432 in City Hall. In attendance were Committee
Members Shaw and Cresci. Also in attendance was William Buckley.

Mr. Buckley stated that this exchange would also benefit his
... the easement. Part of the easement



17

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

October 3, 1989

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

Dear Mayor and Council Members:

Reference the attached letter from Antoinette Thomas regarding a drainage problem on Stadley Rough Road. This taxpayer of the City of Danbury appears to have exhausted all avenues open to her in an attempt to have this situation corrected.

As the attached documentation attests, no less than six City and one State official have been contacted. As of this date the situation still exists. Some of the commentary of the City and State officials refer to the Common Council Ward representation.

As it seems that this taxpayers only hope for some action to resolve the problem lies with the Common Council, I would ask that an ad hoc committee of the Common Council be appointed at the October Council Meeting.

Sincerely yours,

Gary D. Renz

Gary D. Renz
3rd Ward

JLS

attachments

Antoinette Thomas
14 Stadley Rough Road
Danbury, Ct. 06810

September 1, 1989

Mr. Gary Renz
8 Eustis Road
Danbury, Ct. 06810

Dear Mr. Renz;

As per our telephone conversation on August 28, 1989, I am writing to you concerning the water problem that has been occurring on my property at 14 Stadley Rough Road. The whole hill above my property dumps into the brook behind my house because there are no catch basins. The Basins have been closed off on Dennis Gate, Sil-Cam Drive and Woodbury Drive so that all the water runs down the hill and dumps into the brook. During the last rain storm, the brook overflowed onto my lawn causing the soil to become mud and wash away. The earth is eroding on both sides of the brook.

I have been in touch with Mr. Frank L. Cavagna a few times. I have also called Mayor Sauer who said he would call Mr. Dan Minahan and get back to me. As of this date, I have not been contacted. I have called Mrs. Lynn H. Taborsak and she also was in touch with Mr. Cavagna. They sympathize with me but no one seems to think this is a serious problem.

As a resident and taxpayer of your city, I feel that I deserve some action taken in order to resolve this situation before my backyard falls in the brook.

I would appreciate your cooperation in helping to solve this problem. A response within the next two weeks would be greatly appreciated.

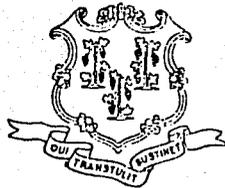
Very truly yours,

Antoinette Thomas

Antoinette Thomas

cc: Mayor Sauer
Rep. Taborsak
K. Tripp
D. Minahan
J. Schweitzer
F. Cavagna
H. Moran

Handwritten arrows and numbers (1-6) pointing to the cc list.



State of Connecticut
HOUSE OF REPRESENTATIVES
STATE CAPITOL
HARTFORD, CONN. 06106

RECEIVED
MAY 23 1989

REPRESENTATIVE LYNN H. TABORSAK
ONE HUNDRED NINTH DISTRICT

P.O. BOX 309
DANBURY, CONNECTICUT 06813

MEMBER
ENERGY AND PUBLIC UTILITIES COMMITTEE
FAMILY AND THE WORKPLACE COMMITTEE
HUMAN SERVICES COMMITTEE
LABOR AND PUBLIC EMPLOYEES COMMITTEE

Dan Minahan
Director of Public Works
City Hall
155 Deer Hill Avenue
Danbury, CT 06810

May 22, 1989

Dear Dan:

I was contacted last week after the "big" rain by two elderly sisters who live at 14 Stadley Rough Road. Their house is at the bottom of the hill directly across from the intersection of Stadley Rough and Regen Road.

They called to complain about flooding from Stadley Rough Road onto their property and the appearance of a "ditch" or "gully" caused by inadequate drainage in the area.

Apparently, there are two catch basins across the street at the foot of Regen Road and one catch basin beyond the sister's property near the bridge below Great Plain School.

Both sisters told me that two catch basins at Dennis Gate which helped prevent flooding from the street had been "cemented over" by a Dennis Gate property owner.

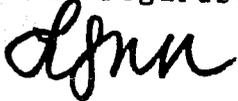
I know that you are familiar with this area. The hill above their home drains Woodbury, Dennis Gate, Silcam and Palmer Road. There is a wicked curve at the bottom, and I imagine storm drainage in a heavy rain can jump the curbing.

17

The sister's names are Antoinette Thomas and Mary Paradiso.
Their home phone number is 798-2550. I told them that I
would contact you and ask you to look into it.

Many thanks for your assistance yet again!

Best regards,



Lynn Taborsak
State Representative



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

PUBLIC WORKS
(203) 797-4537

DANIEL J. MINAHAN
DIRECTOR OF PUBLIC WORKS

May 25, 1989

Lynn Taborsak
State Representative
109th District
P.O. Box 309
Danbury, Ct. 06813

RE: Flooding-14 Stadley Rough Road

Dear Lynn;

I am in receipt of your May 22, 1989 letter and I am forwarding a copy of same to Superintendent of Highways, Frank Cavagna for his investigation of the situation.

I am aware of the fact that we have an old outlet for the basins in that area. They use to drain onto private property directly across the street on the east side of Stadley Rough and that drain has been cancelled. We are in the process of presenting this through some of the neighbors to the Common Council representatives for that area in an effort to reinstate that outlet to resolve some of this problem.

In the meantime we are addressing as much of the drainage problems in this particular area because it has been noted for flooding. I will ask Frank to investigate the ditch or gully that you refer to in your letter that has been caused by this inadequate drainage and if there is a remedy that we can execute on a temporary basis we will be happy to do this.

Again, thank you for calling this to our attention. My compliments on your good work in Hartford and I can see by the reports coming forth in the news media you are doing a great job for the City of Danbury. Again, my congratulations--Keep up the good work.

Sincerely,

Dan
Daniel J. Minahan
Director of Public Works

cc: Mayor Sauer
K. Tripp
F. Cavagna
J. Schweitzer
file



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

17

HIGHWAY DEPARTMENT
(203) 797-4605

FRANK L. CAVAGNA
SUPERINTENDENT OF HIGHWAYS

June 8, 1989

Mrs. Antoinette Thomas
14 Stadley Rough Road
Danbury, CT 06810

Re: Flooding - 14 Stadley Rough Road

Dear Mrs. Thomas:

In response to your recent inquiry communicated both by telephone to me and by letter via Lynn Taborsak to Mr. Dan Minahan, Director of Public Works, I make the following observations:

- 1) The drainage along Stadley Rough Road from Dennis Gate down to 14 Stadley Rough Road is lacking and has been added to my existing list of potential problem areas needing upgrading. The list is quite substantial, however, and any extensive work will be dependent upon proper engineering, legally acquiring the property necessary and availability of funding, among other requirements. This area of Stadley Rough Road has drained in the present manner for many years, however, and, although I will have it checked for unsafe conditions, I cannot be optimistic about any major changes in the near future.
- 2) Your main complaint, if I understand you correctly, is the elevation of the brook behind your house during heavy rainstorms. This situation as I explained is both out of my jurisdiction and beyond my control. Nevertheless, I had the brook checked for blockages and none was discovered. Your recourse, in the event of damage to your property, would be in the form of a civil action against

(continued)

Mrs. Antoinette Thomas
June 8, 1989
Page 2

the lower riparian owner according to Connecticut General Statute 19-311 as I understand it. However, the brook will be at the same elevation as I stated, whether the water flows into it through pipes or over the ground.

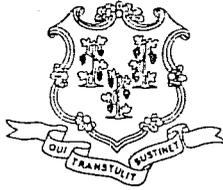
I know I haven't been of much assistance, but I hope you have a better understanding of the situation, at least. Please feel free to call if there are further questions.

Sincerely,


Frank L. Cavagna
Highway Superintendent

FLC:fmb

cc Lynn Taborsak, Representative - 109th District
Dan Minahan, Public Works Director
J. A. Schweitzer, City Engineer



17

State of Connecticut
HOUSE OF REPRESENTATIVES
STATE CAPITOL
HARTFORD, CONN. 06106

REPRESENTATIVE LYNN H. TABORSK
ONE HUNDRED NINTH DISTRICT

P.O. BOX 309
DANBURY, CONNECTICUT 06813

MEMBER
ENERGY AND PUBLIC UTILITIES COMMITTEE
FAMILY AND THE WORKPLACE COMMITTEE
HUMAN SERVICES COMMITTEE
LABOR AND PUBLIC EMPLOYEES COMMITTEE

July 5, 1989

Mrs. Antoinette Thomas
14 Stadley Rough Road
Danbury, CT. 06810

Dear Mrs. Thomas,

I have spoken with Frank Cavagna, the Superintendent of Highways, regarding the problems of flooding at your address. Although he is very sympathetic to your problem, he explained to me that the City has allocated \$200,000.00 for drainage work in the coming year. This money will barely touch the 3-5 million in drainage projects that currently need attention.

Mr. Cavagna did tell me that he sent out his crew to investigate whether or not debris could be blocking the catch basin, but found that there is nothing downstream that could be causing a blockage.

I am enclosing the list of Common Council representatives and have highlighted the Ward 3 people. It may be useful for you to contact them and advise them of the poor drainage situation on your road.

Also, the Department of Public Works has referred the Dennis Gate drain that is now inoperable to Corporation Counsel. Hopefully they will investigate that problem further.

I hope I have been of assistance to you. Please contact me if you have any further questions or problems.

Sincerely,

Lynn Taborsak
State Representative



18

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

PLANNING & ZONING DEPARTMENT
(203) 797-4525

TO: Mayor Joseph H. Sauer, Jr.,
and Members of the Common Council

FROM: Susan S. Decina, Assistant Planning Director *S.S.D.*

RE: Blueberry Lane

DATE: September 6, 1989

Enclosed are comments received from William J. Buckley and John A. Schweitzer, Jr. regarding concerns raised by Blueberry Lane residents.

Please contact us if we can be of any assistance.



18

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

September 5, 1989

ENGINEERING DEPARTMENT
(203) 797-4641

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

Mrs. Susan S. Decina
Assistant Planning Director
City of Danbury
155 Deer Hill Avenue
Danbury, Ct. 06810

Dear Mrs. Decina:

Blueberry Lane

This office has reviewed the November 1, 1988 letter to Mayor Joseph H. Sauer, Jr. and the Common Council from Doreen E. Barnett, Maria and Kevin Barry and Marian and Tony John, which letter was forwarded to us under cover of your July 5, 1989 memo.

We offer the following comments:

1. Blueberry Lane is a private roadway. The City of Danbury has no plans to improve the roadway surface and has no right or responsibility to correct existing storm drainage problems on the road.

2. The assumption that the existence of City utilities in a road requires City maintenance of the road is incorrect. The title to the sanitary sewer itself and an easement over Blueberry Lane were transferred to the City in 1981. Reference is made to the legal document filed in Volume 844 on Page 381 and the easement map filed as map number 8692 of the Danbury Land Records. As a result of this transfer, the City owns and therefore maintains only the sanitary sewer main in Blueberry Lane.

3. Comments of the November 1, 1988 letter relative to the existing community water system and expansion of the City's water system have been addressed by Superintendent of Public Utilities William J. Buckley, Jr., P.E. in his July 11, 1989 memo to you.

4. The "understanding" that developers are required to provide sanitary sewer and water services to all neighbors in the immediate area of the development is incorrect. The scopes of sanitary sewer main and water line extensions by private developers are determined by the particular needs of the project and must be adequately sized and designed for possible future extension to other areas. If a sanitary sewer extension passes other private property, the City requires that the developer provide laterals for each property passed (assuming the property fronts a gravity sewer not a force main).

(continued on page 2)

TO: Mrs. Susan S. Decina
RE: Blueberry Lane

September 5, 1989

18

4. cont'd. In the case of a water main extension, connection to the main itself is made (generally via wet taps) by each property owner as the need for service arises. These property owners are fortunate that the sanitary sewer design for the Lake Place condominiums necessitated running a sanitary sewer main in Blueberry Lane as well as the installation of laterals to serve all properties along Blueberry Lane. The water main for this project was run down Kenmere Boulevard to Boulevard Drive to provide a "looped" system which provides more dependable service to all existing and potential customers served by this main.

5. We do not understand the reference to "\$100.00 to 150.00" application fees. All application and connection fees are set by ordinance. The current ordinance (Section 16-4) requires a nonrefundable permit fee of \$200 for each permit issued. A connection fee (\$600 per residential unit) is required if connection will be made to a sewer main which has not been assessed by the City. (The Blueberry Lane sewer is not an assessed sewer).

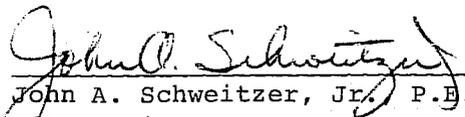
6. Many of the complaints noted in the November 1, 1988 letter deal with matters (condition of existing road, repairs not made after sewer installation, etc.) which should be directed to the owner(s) of the roadway and the developer who installed the sanitary sewer.

7. The issue of the possible break on a community water system pipe should be addressed by the owner of the community water system and if no satisfaction is received, should be referred to the State of Connecticut Department of Health Services for assistance.

Hopefully our comments along with Mr. Buckley's provide you with the information you require.

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

Very truly yours,


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

JAS/PAE/gw

c: William Buckley, Jr., P.E.



18

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

WATER AND SEWER DEPARTMENTS
797-4539

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

July 11, 1989

TO: Mrs. Susan S. Decina, Assistant Planning Director

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

REF: BLUEBERRY LANE

Reference is made to your letter to me dated July 5, 1989 with an enclosed letter to Mayor Sauer from the residents of the neighborhood around Blueberry Lane, Lake Kenosia, Danbury, Connecticut. The matter of the water system serving the 12 or 13 homes in the vicinity of Blueberry Lane is one that is being handled by the State of Connecticut Department of Health Services. That Department has had a hearing regarding the service and has rendered a decision. The decision is now being appealed by Mr. Davon and his Attorney and it is likely that the Commissioner will make a ruling very shortly regarding the system. Further be advised that the matter was before the Council in the past when the residents requested that they be able to hook into City water. The Council and the Planning Commission both approved the request subject to all of the residents applying for City water. Unfortunately some of the residents refused to apply for City water and wanted to stay on their individual water system. You should be aware that the individual system is made up of one well, a large storage tank and a distribution system that serves the 12 to 13 homes.

Sewer is laid in the street. It was required to be laid in Blueberry Lane by the Public Works Department as part of the approval of the Condominium project. This should be viewed as a benefit to the

home owners on Blueberry Lane as now all they have to do is pay the connection fee to hook into the line. With regards to their comment on the connection fee, I am somewhat puzzled by their statement regarding a "general application fee is about \$100 to \$150". I have no idea what they are talking about, however, the City of Danbury connection fee is a matter of City Ordinance and is a reasonable connection fee with respect to what is gained by the home owner once they connect into the line.

Going back to the water line and their comments concerning an assessment to cover the expense of water lines, this has been done in the City with respect to sewer but presently there is no money available for water system expansion through an assessment process. If the Council wants to address that, they certainly can. Regarding comments on the placement of laterals, we would certainly be willing to review specific lateral locations, however, they are generally placed with the approval of the Public Works Department in areas that provide separating distance from drinking water wells. Also they are placed in a location that would provide for gravity service to the particular home whenever possible. All these things were taken into consideration and I am not certain whether or not the home owners are aware of this.

In conclusion, I would certainly recommend that the City of Danbury take no action with respect to the community water system as was pointed out above and on the bottom of page 2 of the letter from the residents, the matter is in the hands of the State regarding the status and specifically ownership of that system. The State will mandate through a court order, if necessary, an acceptable solution. With respect to the sewer, my feeling is that it is placed in a private road and the City does have easements to maintain it and repair it if necessary and the sewer is acceptable to us. If there are specific problems with laterals, we would certainly address them on a one to one basis and again, I do not see any need for the Council to become involved in the location of a lateral. I will point out to you that at no time have I been contacted by any of the residents out there regarding the location of their lateral.

WJB:bds

cc: Mr. Dan Minahan
Mr. Jack Schweitzer
Mr. Ray Jarema



CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

18

CITY OF DANBURY
PUBLIC UTILITIES
JUL 6 1989
Record No. _____
Management _____
File Code _____

PLANNING & ZONING DEPARTMENT
(203) 797-4525

TO: William Buckley, Superintendent of Public Utilities

FROM: Susan S. Decina, Assistant Planning Director *S.S.D.*

RE: Blueberry Lane

DATE: July 5, 1989

The attached letter was referred to our department by the Common Council. Please address the concerns regarding the sewer and water lines. I will include your comments in our report.

enclosure

November 1, 1988

Copy
Sunderstam
the original was reviewed
2/1/88

To:

Mayor Joseph Sauer
and Members of the Common Council

Gentlemen:

The undersigned are residents of Blueberry Lane, Lake Kenosia, and have questions and grievances, individually and severally, in connection with the development and building of Lake Place Condominiums by George Davon.

Overall, we would like to know what is the city plan for the future of Blueberry Lane. There is now a sewer line under this poorly surfaced road, and the probable laying down of a water line this year or next. It is our understanding, generally, that a road having such utilities under is maintained by the City. We also understand that a city road should be 25 ft. wide.

This road is much narrower, although when the sewer line was laid the road was dug up well over 25 ft. across; Mr. Davon owning the road and, technically, about 15 ft. either side - he chose to pave a surface at about half this width.

Was there no thought given to the future of this road by the departments of Planning/Zoning and Engineering? There is no storm drain on this road although there has always been a problem with excess water in very wet seasons. Due to the design of the road since it was resurfaced, the front steps of the John property were washed away - twice - after heavy rains since the water has nowhere to go.

By hearsay only, we understand that where other large condo developments have been built, the City required the developers to bring both sewer and water lines to the immediate neighbors. If our information is correct, should not this have been the case on Blueberry Lane?

In connection with the sewer line, we wonder why, when the general application fee is about 100.00 to 150.00, the Danbury fee is \$700.00.

In connection with the water line that will eventually be brought down the street, the inference we have received is that if the costs are to be borne by Blueberry Lane residents (estimates of \$4000.00 have been bandied about), this money would be required upfront. Isn't this sort of expense usually taken care of by assessment over several years?

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The Barry frontage was left so steep that Mrs. Barry cannot mow it since she cannot control the mower at that angle. Mr. John's fence was knocked in and he has since gone ahead and replaced the good grass that was in his front yard, that was ruined during the sewer project. He is also left with the aforementioned water problem. Ms. Barnett is still waiting for front steps that were destroyed, along with the woodchips and many plants that had covered her front yard. Due to the water mentioned above, where we believe the equipment hit the well pipe, she may require a bridge rather than steps.

Are the Zoning and Planning and Engineering departments supposed to look out for the good of all residents? Or just developers. If, as seems to be the case, they are only interested in the large developers what are we paying taxes for. We have recently been reassessed and again are assessed at higher figures than others who have city services and utilities. It would seem, therefore, that we have gained nothing from the advent of the condominiums except headaches.

We would like to point out that we are not welfare cases - not charity cases; we are tax paying residents, who were paying taxes long before the advent of the condominiums. We are not entitled to garbage pickup, the school bus does not come on to our road, nor does the mailman, nor do we get ploughed. We could not get a delivery of sand to make the hill leading up to Blueberry Lane safe in bad weather.

We are tired, quite frankly, of being treated as second class citizens. We would like your help in righting some of these wrongs.

Yours truly,

Doree n E Barnett

Maria and Kevin Barry

Marian and Tony John

Blueberry Lane
Lake Kenosia
Danbury, CT 06810

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REEN BARNETT
FFICE SERVICES

Blueberry Lane • Lake Kenosia • Danbury, Ct. 06810 • 203/744-7454

April 14, 1986

DELIVERED BY HAND

Mr. George Davo.
Lake Place Development
off Boulevard Drive
Danbury, CT 06810

Dear Mr. Davon:

When we had a meeting on Blueberry Lane and we discussed various matters regarding your development and our Blueberry Lane, you said you were not aware that the heavy trucks and equipment were using Blueberry Lane to get to your development. Well, the heavy trucks and equipment are still using Blueberry Lane and this is most unsatisfactory.

You had the men cover an area of roughly 12 ft. wide with deep gravel which in itself is hard to drive on in the light cars that most of us have. However, the larger trucks make "trenches" and it is very difficult to go down the road. The gravel was not rolled flat and it is well above the actual surface of the road making it hard to pass anyone, since at the side of the road one side of your car can fall off the road. At this point in time it is not necessary for your men or equipment to use Blueberry Lane at all and I suggest that they don't. I would like to finish paying for this car before I need invest in a new one, but with the state of this road I haven't much hope.

We need to know at this point what will be the final width of the road. Obviously 12 ft. is ludicrous but do you intend to go back to the width of approximately 17 ft or to widen it to the survey lines? If you widen it to the survey lines then you must remember that we cannot, those of us who live on the top of our slopes, to jump from there to the road.

When the dirt and boulders, etc., were dumped on my garden area next to the road my front steps were covered up. Now they have removed most of the dirt, etc., but my steps are still not visible, and there is a danger of someone tripping on hidden railway ties, not realizing that the path to my house is not a smooth slope as it appears at present. I hope you will have someone dig out this earth since I am not hiring anyone to do this. I am attaching a list of plants destroyed since you had mentioned at the meeting and in your letter that you would replace these. Will you have someone help put in the larger items?

Sincerely,

REEN BARNETT



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

WATER AND SEWER DEPARTMENTS
797-4539

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

September 11, 1989

TO: City of Danbury Common Council

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

RE: TARRYWILE LAKE CONDO PROJECT - RALTO CORP.

Dear Common Council Members:

You will recall that during the September meeting you had an opportunity to add an item to the agenda regarding the above referenced project. This matter was referred to you by me and there was apparently some questioning as to whether or not this situation involved an emergency and some question as to if it did involve an emergency, why wasn't I present at the meeting. Please be advised that this was not an emergency situation but involved some type of miscommunication. If you look at the attachment to the memo I sent to you dated September 1, 1989 asking that the item be placed on the agenda, you will find that my original memo to the Common Council was dated August 8, 1989. In that memo I asked that the item be referred to a subcommittee for discussion. Apparently that August 8, 1989 letter was never placed on the agenda as was requested. Where it fell through the crack, I do not have any idea. Upon returning from vacation and checking the Council agenda, I noticed that the item did not appear and therefore when I questioned the City Clerk as to how to get it on the agenda I was advised to put a cover letter on my original August 8th letter and forward it back up to the Common Council, which I did.

In the meantime I have received a telephone call from Mr. Art Regan who has a committee addressing the water and sewer extension to the proposed project and he has agreed to hold a subcommittee meeting and take this matter up at that time. I would think that that would be an appropriate course of action and you may want to, at the October meeting, just refer this additional matter to that subcommittee at your discretion.

WJB:bds

- cc: Mr. Dan Minahan
- Mr. Rick Gottschalk
- Mrs. Betty Crudginton
- Mr. Jack Schweitzer
- Ms. Jimmetta Samaha



19

CITY OF DANBURY
PUBLIC UTILITIES
AUG 17 1989
Discard Date.....
Permanent.....
File Code.....

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

WATER AND SEWER DEPARTMENTS
797-4539

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

August 15, 1989

Ralto Developers, Inc.
Mr. Ralph Sergi
50 North Street
Danbury, Ct. 06810

RE: TARRYWILE LAKE PROPOSED SUBDIVISION

Dear Mr. Sergi:

Attached for your information is a copy of a letter I received from Ralph Haestad resulting in the City of Danbury authorizing him to review the proposed sewer discharge from the Tarrywile Lake project. You will recall the City of Danbury Sewer Department was put in a position to pay for the conducting of that investigation by Mr. Haestad as a result of the Common Council's failure to allow you, the developer, to pay for it. My feeling was then, as it is now, that the developer should pay these expenses and for this reason I am informing you that further study is needed, as can be seen by Haestad's letter to me, and therefore I will be going back to the Council asking them to authorize your paying for that further study.

It appears that the sewer would certainly flow down through Blind Brook, the stream that runs parallel with Jefferson Ave, until it gets close to West Wooster where it turns towards the east and flows parallel with West Wooster for another distance until it finally turns back to the north and crosses perpendicular with West Wooster coming back through the intersection of East Pearl and Williams Street. I am sure your engineer is aware that in our comprehensive sewer analysis of 1987 there were some problems sited in the area of East Pearl and Williams and I wanted to be certain that your project would not

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negatively impact any other portions of that line. In order for us to determine this we need further investigation, detailed survey work, on the Blind Brook section of the sewer line. I have already written to the Council asking them to put it back on the agenda to set another meeting perhaps with the same committee to authorize this expenditure at your expense.

With respect to water, I do not foresee any major problems with the concept of serving you drinking water. I have taken a short look at the plans your engineer submitted and have discussed those plans with him briefly. The line on Wooster Heights that you show by others will have to be put in by you, the developer. We, the City of Danbury Water Department, are in the process of installing some of that 12 inch line in the vicinity of Southern Boulevard and Wooster Heights, however, the loop between Southern Boulevard and Harvard will not be completed by us and the portion that is incomplete when we are finished with our work will have to be completed by you. Then you can come off of that 12 inch line as you show to feed your project. We may interconnect this high pressure system to the low pressure system on Southern Boulevard in the vicinity of Sunset and isolate the two hydraulically different pressure systems with some type of an isolation valve and perhaps some type of a low lift booster station. I have spoken with Mr. Williamson about this concept and we have reached no conclusion regarding it at this time. Of course a detailed review by the Engineering Department and Public Utilities Department will still take place.

Should you have any questions regarding these water and sewer matters, do not hesitate to bring them to my attention and perhaps you could have your attorney call the chairman of the subcommittee addressing the water and sewer extensions to set up a meeting so that we can address this issue.

Sincerely,


William J. Buckley
Supt. of Public Utilities

WJB:bds

cc: Mr. Dan Minahan
Mr. Jack Schweitzer
Councilman Art Regan

Enclosure

ROALD HAESTAD, INC.

Consulting Engineers

37 Brookside Road, Waterbury, CT 06708
Phone: 203 753-9800 FAX: 203 597-1488

August 4, 1989

19

CITY OF DANBURY
PUBLIC UTILITIES
AUG 8 1989
Record Date.....
Permitted.....
File Code.....

City of Danbury
Public Works Complex, Bldg No. 3
Newtown Road
Danbury, Connecticut 06810

Attention: William Buckley, Jr.
Superintendent of Public Utilities

Re: Tarrywile Lake Development
Sewage Flows

Gentlemen:

As per your request, we have investigated the effect of the proposed Tarrywile Lake Development on the existing sewer system.

The proposed development consists of 51 single family units with an estimated population of 204 people. The population was calculated by multiplying the number of residential units by 4 persons per household. The sewage flows used to evaluate the existing sewers were based on 100 gallons per capita per day for residential, and 2,000 gallons per day per acre for Commercial and Industrial properties. The average per capita discharge of 100 gallons per day includes an allowance for normal infiltration. The average daily flows were multiplied by a peaking factor to arrive at the peak flows used for evaluation of the existing sewer lines. The peaking factor was taken from a graph entitled "Ratio of Extreme Flows to Average Daily Flow in New England" provided in Gravity Sanitary Sewer Design and Construction by the American Society of Civil Engineers and the Water Pollution Control Federation, 1982. The peak flows for each minished were calculated using the computer model prepared for the Comprehensive Sewerage Study. Table 1, page 2, gives the peak flows with and without the Tarrywile Lake development and the increase for each of the effected minisheds. The proposed development would increase the peak flows by 0.04 to 0.11 million gallons per day (MGD). See Figure 1 for minished locations.

ROALD HAESTAD, INC.

City of Danbury
 Public Works Complex, Bldg No. 3
 Tarrywile Lake Development
 Sewage flows
 August 4, 1989

19

TABLE 1

Peak Sewage Flow Rates(MGD)

<u>Minished No.</u>	<u>Without Proposed Development</u>	<u>With Proposed Development</u>	<u>Increase</u>
1141	0.00	0.11	0.11
1140	0.15	0.26	0.11
1160	0.61	0.71	0.10
1170	1.02	1.10	0.08
1190	1.27	1.35	0.08
1210	2.78	2.85	0.07
1114	19.28	19.33	0.05
1111	19.45	19.50	0.05
1291	25.51	25.56	0.05
1340	25.97	26.01	0.04
1350	26.41	26.45	0.04
1390	27.94	27.98	0.04
1430	28.01	28.06	0.05
1432	28.57	28.61	0.04

The calculated peak flows were compared with the existing sewer capacities, where available, to determine if the existing sewers are adequate. The sewers in Southern Boulevard have enough capacity to discharge the peak flows with the proposed development, but one section of sewer has a slope less than that required to maintain a self cleaning velocity of 2 feet per second flowing half full. The existing sewer line from Southern Boulevard to Washington Avenue along Blind Brook was not evaluated because no invert data was available. The 10-inch sewer in Washington Avenue, from Blind Brook to West Wooster Street, has a capacity of 0.6 MGD flowing full. A peak flow of 0.71 MGD was calculated with the proposed development. In order to discharge the peak flow of 0.71 MGD, with the line flowing half full, a 15-inch sewer would be required at the existing grade. The 10-inch sewer in West Wooster Street to Williams Street and the 12-inch in Williams Street have capacities ranging from 0.9 to 2.0 MGD. The flow with the Tarrywile Development would be 1.35 MGD. These sewers should be replaced with 18-inch pipe in order to discharge the peak flows with the sewer flowing half full. The Comprehensive Sewerage Study recommended 15-inch pipe for the West Wooster Street and Williams Street replacement sewers.

ROALD HAESTAD, INC.

City of Danbury
Public Works Complex, Bldg No. 3
Tarrywile Lake Development
Sewage flows
August 4, 1989

19

It is recommended that additional surveys be undertaken to determine the size, inverts, and slopes of the sewer along Blind Brook from Southern Boulevard to Washington Avenue. City records are incomplete for this sewer, it may be only 10-inch instead of the 12-inch shown on Figures 1 and 2. With this information, the capacity can be determined and the adequacy of the sewer to discharge future flows evaluated.

The City may wish to do the field survey, or we will do it on a per diem basis. We suggest a budget figure of \$3,000 for the field survey and computer analysis, if done by us, on a per diem basis.

Very truly yours,

ROALD HAESTAD, INC.

By Donald L. Smith
Donald L. Smith, P.E.
Vice President

DLS/jen
Enclosures (2)
File 10-178



19

CITY OF DANBURY	
PUBLIC UTILITIES	
AUG 9 1989	
Discard Date.....	
Permanent.....	
File Code.....	<i>Comm</i>
<i>Council</i>	

CITY OF DANBURY
 155 DEER HILL AVENUE
 DANBURY, CONNECTICUT 06810

WATER AND SEWER DEPARTMENTS
 797-4539

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

August 8, 1989

TO: CITY OF DANBURY COMMON COUNCIL
 FROM: Mr. William J. Buckley, Supt. of Public Utilities
 RE: AUGUST 1, 1989 COMMON COUNCIL MEETING MINUTES - ITEM #43 - PROGRESS REPORT

Dear Common Council Members:

In reviewing the minutes of the Common Council of August 1, 1989, I have a little bit of a problem with the use of the word "gift" in item number 43 of those minutes. I had never used the word gift in my presentation to the Council and in fact the \$2,000.00 reflects the cost of updating our study to determine if the development, which is outside our existing service area, will have a negative impact on our distribution and collection system for water and sewer respectively. It was my view then, as it is now, that the developer should bear the cost of updating that study since it is being done only to analyze his proposed project. I did not feel that my sewer and water customers should suffer the impact of having to pay for that particular update.

The remainder of the minutes regarding this particular item are accurate as they are reflected. Since this item was accepted on the consent calendar, it reflects the acceptance of the entire Council for the sewer customers and water customers to bear this expense. I have since authorized the report and the expenditure out of the appropriate funds and have reviewed the report that came as a result of that expenditure. The report indicates that I need further study in the area of sewer, particularly behind Jefferson Ave in the Blind Brook

area where our sewer line exists. We have to perform some survey work and further analysis of this line to determine whether or not the developer's project as proposed will have a negative impact on that line causing expenditures in the way of improvements.

In light of this previous paragraph, I respectfully request that the item be brought back to the subcommittee once again to require the developer to pay for this expense as he appears willing to do. If the subcommittee once again chooses to have the sewer department pay for the expense and the Council as a whole accepts that condition, then I will encumber the money and authorize the expenditure out of my fund. As I said before, I think that this is inappropriate and it is more appropriate for the developer to bear these expenses since they relate entirely to his project.

WJB:bds

cc: Mr. Dan Minahan
Mr. Jack Schweitzer
Mr. Neil Marcus



CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

19

WATER AND SEWER DEPARTMENTS
797-4539

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

September 1, 1989

TO: CITY OF DANBURY COMMON COUNCIL

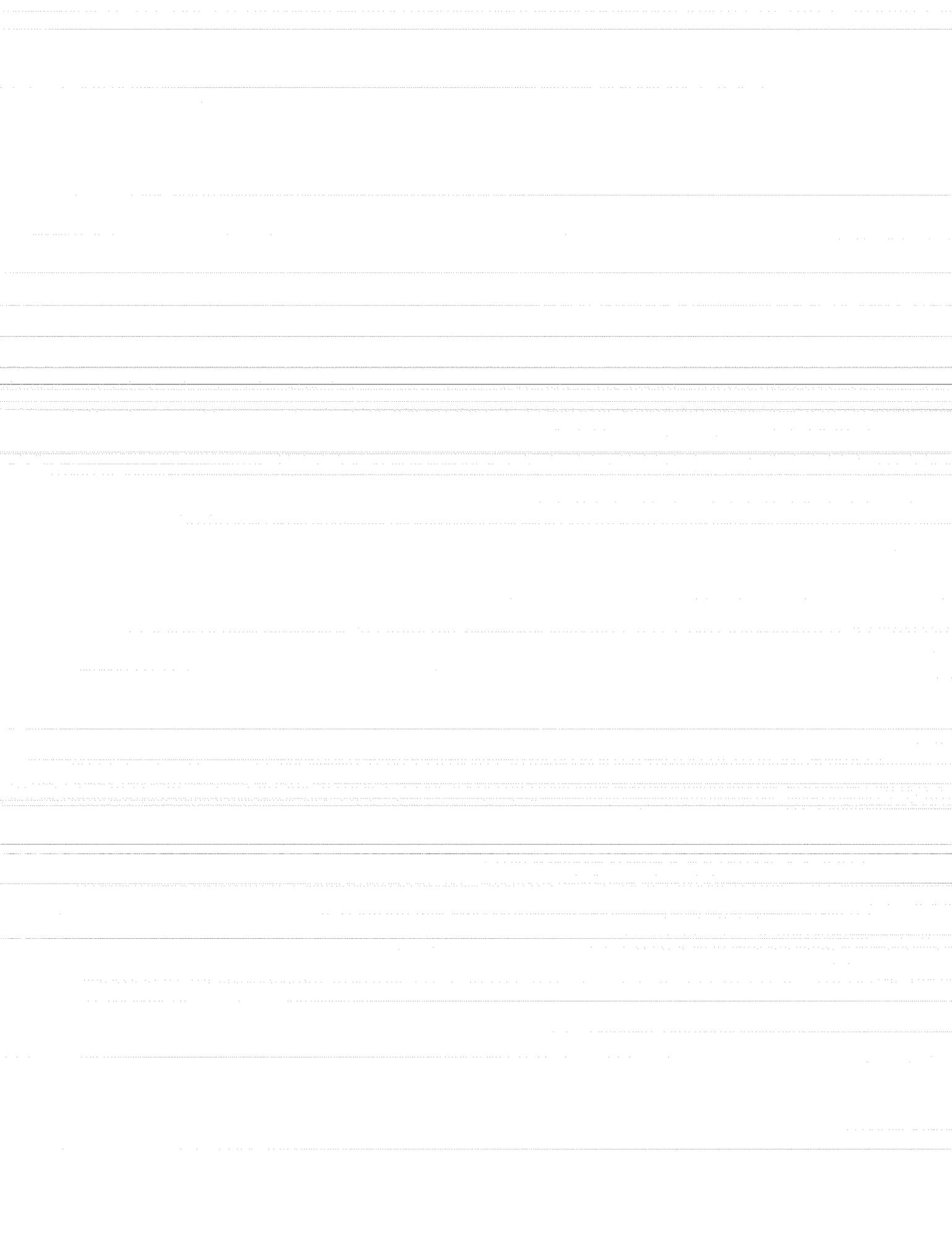
FROM: Mr. William J. Buckley, Supt. of Public Utilities

RE: TARRYWILE LAKE PROPOSED SUBDIVISION - RALTO DEVELOPERS

At the request of the City Clerk, we are forwarding a copy of my August 8, 1989 letter addressed to the Common Council. We are requesting the item be placed on the next Common Council agenda so that it can be brought back to the subcommittee. Thank you.

WJB:bd
ENCLOSURE

cc: Mr. Dan Minahan
Mrs. Betty Crudginton
Mr. Jack Schweitzer
Councilman Art Regan
Mr. Neil Marcus





CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

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PLANNING COMMISSION
(203) 797-4525

August 22, 1989

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

Re: 8-24 Referral - Request to purchase City owned land
Virginia Avenue

Dear Council Members:

The Planning Commission at its meeting August 16, 1989 voted a positive recommendation for the request to purchase City owned land on Virginia Avenue providing that the City hasn't any use for the land.

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

Sincerely yours,


Frank Bondatti, Jr.
Chairman



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

ENGINEERING DEPARTMENT
(203) 797-4641

August 30, 1989

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

Mayor Joseph H. Sauer, Jr.
Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Mayor Sauer and Common Council Members:

Request to Purchase City Land
Virginia Avenue - Rear
Andrew Gibbs

At the August 1, 1989 Common Council meeting a report from our office (reference Item 26) was requested relative to the possible sale of the above noted City property.

The property Mr. Gibbs would like to purchase is a portion of a landlocked parcel of land (Assessor's Lot #J11093) acquired by the City through a foreclosure for tax purposes in 1981.

Our office sees no benefit to the City from its continued ownership of this parcel. We do however offer the following comments for consideration:

1. In order to sell that portion of the parcel requested (behind Assessor's lots J11094 and J11095 - reference enclosed portion of Assessor Map), will subdivision approval be necessary? The land in question was part of lots 185 and 184 on the June 1927 subdivision recorded as Map #336 on the Danbury land records (copy of a portion of said map is enclosed). On a later subdivision map dated April of 1956 and recorded as Map #1859 on the Danbury Land Records (copy of map is enclosed) the land in question (rear of lots 190 through 184) has been removed from the lots fronting Virginia Avenue. If a new subdivision is required, who will handle the survey and legal work and the application to the Planning Commission - the City or Mr. Gibbs?

(continued on page 2)

20

Mayor Joseph H. Sauer, Jr.
Common Council
Request to Purchase City Land, Virginia Avenue - Rear -
by Andrew Gibbs

August 30, 1989

2. Because the land in question abuts private properties owned by others, must this land also be offered to all other adjoining property owners?

3. If this land or any portion of Lot J11093 is sold by the City, drainage rights across this property should be retained by the City.

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

Very truly yours,



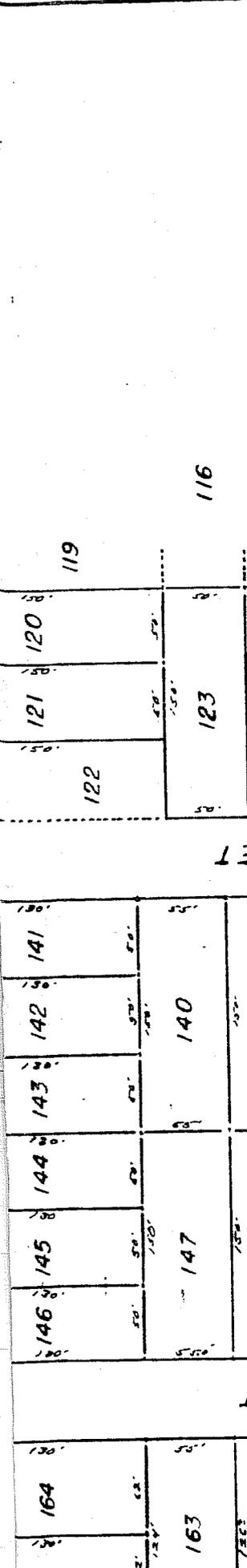
John A. Schweitzer, Jr., P.E.
City Engineer

JAS/PAE/sd

enclosures

copy: Eric L. Gottschalk with enclosures
Frank Bondatti with enclosures

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KALDY BROS.

DANBURY, CONN.

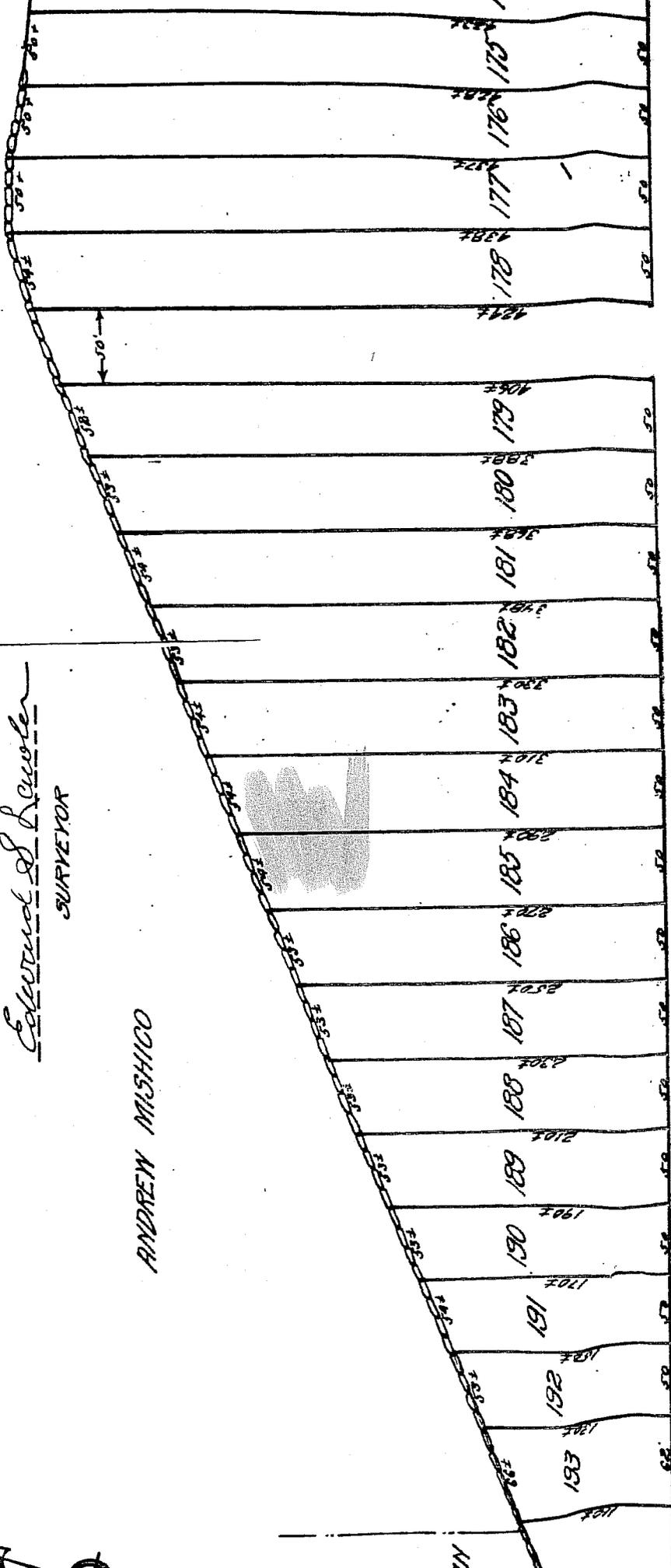
PLAN OF LOTS

SCALE 1 IN. = 100 FT. JUNE 1927

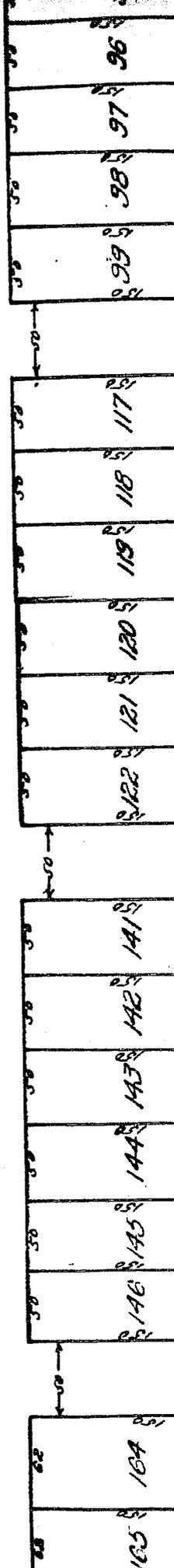
Edward S. Lovell

SURVEYOR

ANDREW MISHIGO



VIRGIN



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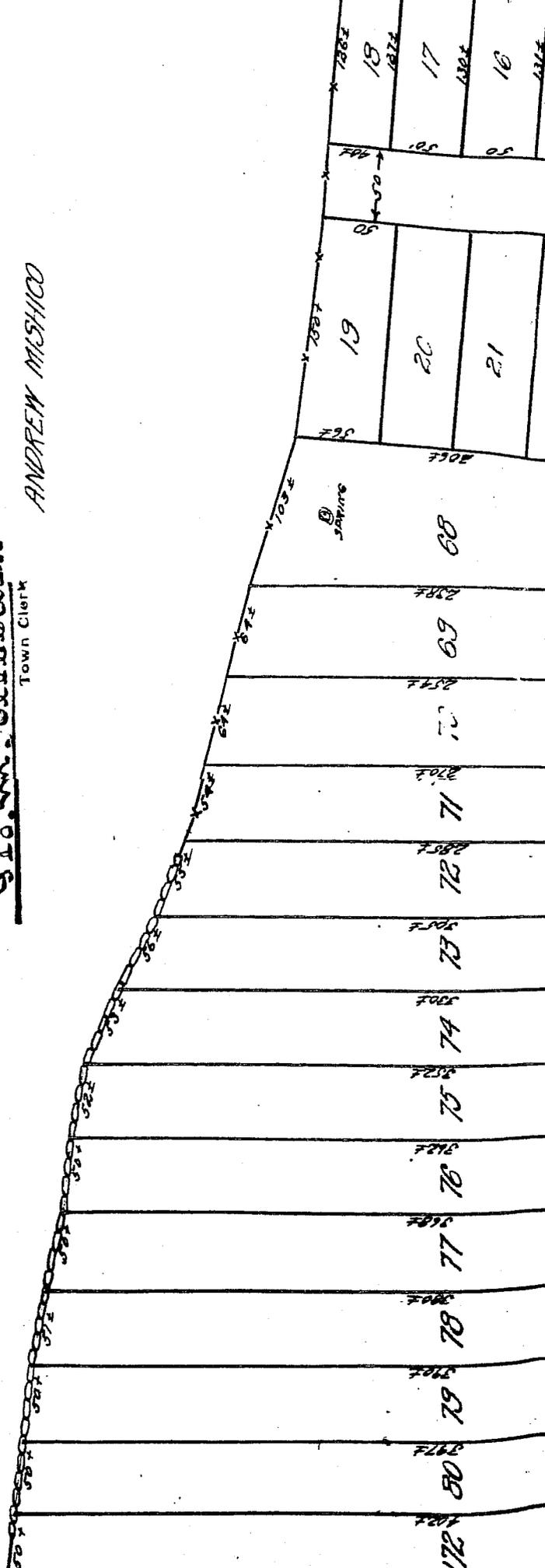
336

RECEIVED AND FILED

NOV 2 1928
clock A M. No. 336...
TOWN CLERK'S OFFICE
DANBURY, CONN.

Andrew Mishico
Town Clerk

ANDREW MISHICO





20

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

ROBERT T. RESHA
CORPORATION COUNSEL

PLEASE REPLY TO:

August 8, 1989

DANBURY, CT 06810

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

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

Re: Virginia Avenue - August Agenda Item # 26

Dear Mayor and Common Council Members:

The above-referenced item concerned a request by Mr. Andrew Daniel Gibbs to purchase City-owned property which is located adjacent to other property which he owns. Based upon a review of the material which he submitted to the Common Council and information provided by Tax Assessor Anne DeFlumeri, it appears that this property was acquired by the City in 1981 for nonpayment of taxes, the transfer became final on June 2, 1982 and the property is still owned by the City at this time.

Section 2-133 of the Code of Ordinances permits the Council to declare City-owned real estate surplus and then to sell the property either by means of sealed bids or by whatever other means are determined by the Common Council to be in the best interests of the City of Danbury.

If you have any other questions please contact me.

Sincerely,

Eric L. Gottschalk
Assistant Corporation Counsel

ELG:r

COHEN AND WOLF, P. C.

AUSTIN K. WOLF	RICHARD L. NEWMAN
MARTIN F. WOLF	RICHARD SLAVIN
ROBERT J. ASHKINS	FREDERICK S. GOLD
STUART A. EPSTEIN	ROBERT S. BURSTEIN
RICHARD L. ALBRECHT	LINDA LEDERMAN
JONATHAN S. BOWMAN	DANIEL S. NAGEL
IRVING J. KERN	RICHARD J. DI MARCO
MARTIN J. ALBERT	DAVID B. ZABEL
STEWART I. EDELSTEIN	MARK A. KIRSCH
NEIL R. MARCUS	CHRISTOPHER J. SMITH
RICHARD A. KRANTZ*	NEIL W. SUTTON
DAVID L. GROGINS	ROBERT J. YAMIN
ROBERT B. ADELMAN	DAVID M. LEVINE
MICHAEL S. ROSTEN	JOSEPH G. WALSH
GRETA E. SOLOMON	STEPHEN M. MOORE
JORAM HIRSCH	MARY ANN CONNORS
PAUL B. EDELBERG	MARY H. CASDEN
ROBIN A. KAHN	GABRIEL MILLER
RICHARD G. KENT	BENJAMIN A. PUSHNER

*MEMBER N.Y. AND MASS. BARS ONLY

HERBERT L. COHEN
(1928-1983)

LAW OFFICES

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

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

ONE ATLANTIC STREET
STAMFORD, CONNECTICUT 06901
TELEPHONE (203) 964-9907
TELECOPIER (203) 967-4452

Danbury

PLEASE REPLY TO _____

September 13, 1989

Mr. James Nimmons, Jr.
President
Danbury Common Council
Deer Hill Avenue
Danbury, CT 06810

Re: Coach Hill Drive (formerly Bradley Lane)

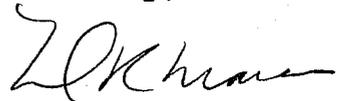
Dear Mr. Nimmons:

This office represents Coach Hill Associates which has constructed Coach Hill Drive in accordance with the approval of the City Planning Commission for the subdivision of Coach Hill. This letter will serve as a formal petition and request on the part of Coach Hill Associates that the City accept the roadway as a public roadway for the City of Danbury.

I would appreciate it if you would place this matter on the agenda of the next Common Council meeting so that the matter can be referred to a proper sub-committee for review. We have been authorized by the City Engineer to install the final course of blacktop which will be installed within the next thirty days at that time all construction on the roadway will have been completed.

Should you have any questions concerning this please do not hesitate to contact me.

Yours truly,



Neil R. Marcus

NRM/ad



22

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

received
9-

August 30, 1989

ENGINEERING DEPARTMENT
(203) 797-4641

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

Mayor Joseph H. Sauer, Jr.
Members of the Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, Ct. 06810

Dear Mayor Sauer and Common Council Members:

Tanglewood Drive - Lot #37

With respect to the acceptance of the above referenced road, there have been a number of items outstanding which prevent its acceptance.

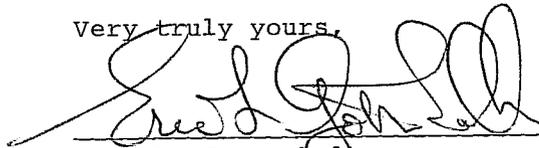
One of these outstanding items is the low stone walls which exist in front of Lot #37.

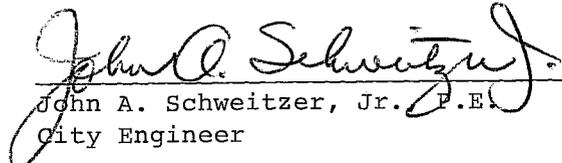
We have again reviewed the condition of these low stone walls within the street right of way in front of Lot #37. These low walls follow the edge of the driveway and were constructed by the property owner.

We recommend that the Common Council form a committee to perform an on-site inspection to confirm our belief that these walls pose no greater risk than other facilities along the street, such as mail boxes, trees, etc.

If we can be of any assistance, please contact us.

Very truly yours,


Eric L. Gottschalk
Assistant Corporation Counsel


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

ELG/JAS/gw

c: Neil Marcus, Esquire
Robert J. McNiff



24

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

October 3, 1989

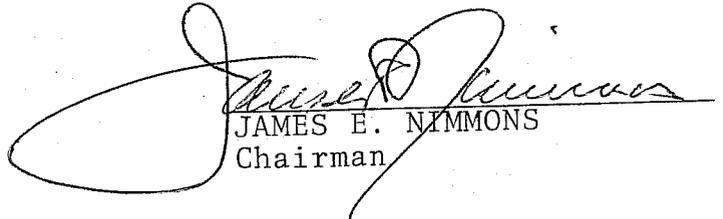
Honorable Mayor Joseph H. Sauer
Honorable Members of the Common Council

Re: Flow Control Ordinance

The Common Council met at a committee of the whole met on Thursday, August 17, 1989 at 7:30 P.M. in the Common Council Chambers in City Hall. Attached is a copy of the minutes of that meeting. The minutes are self-explanatory and quite complete.

A motion was made by Mr. Gallo to table discussions on the Flow Control Ordinance until such time as the State makes a ruling on whether or not to grant a horizontal expansion for the present landfill. Seconded by Mr. Bundy. Motion carried 12 yes 2 nay with Mr. Eriquez and Mr. DaSilva voting in the negative.

Respectfully submitted,


JAMES E. NIMMONS
Chairman



ORDINANCE
CITY OF DANBURY, STATE OF CONNECTICUT
COMMON COUNCIL

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

THAT the Code of Ordinances of Danbury, Connecticut be and hereby is amended by the addition of Article IV to Chapter 16A, said Article to read as follows:

ARTICLE IV.

SOLID WASTE FLOW CONTROL

Sec. 16A-67. Declaration of Policy.

(a) In order to promote, protect and preserve the health, safety and general welfare of the people of the City of Danbury, hereinafter sometimes referred to as the "municipality", it is hereby declared to be in the public interest that the accumulation, preparation, removal, storage, collection, transportation and disposal of solid waste be regulated so as to prohibit the harboring and spreading of rodents and insects, to prevent the spread of disease, to minimize the potential for air, surface and groundwater pollution and to prevent unsightliness resulting in a reduction of the quality of life.

(b) This municipality is authorized by law to regulate the disposition of refuse generated within its boundaries, to collect a charge therefor and to license or permit collectors.

(c) In order to protect the public health, safety and welfare, this municipality has executed the Joint Planning Memorandum, which provides the basis for a long-term solid waste disposal process which will conserve landfill space and recover energy from solid waste and allow the municipality to encourage and promote recycling.

(d) The Joint Planning Memorandum requires the cooperation of the municipality, the Housatonic Resources Recovery Authority and the Connecticut Resources Recovery Authority in the establishment and operation of a solid waste disposal and resources recovery project.

(e) The enactment of this ordinance is in furtherance of the solid waste plan of the State of Connecticut and of this municipality.

(f) Notwithstanding the provisions of subsections (c) and (d) hereof, the City of Danbury reserves the right to implement alternative solid waste disposal methods. These methods may include but shall not be limited to composting, recycling or other means.

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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:

SOLID WASTE - Unwanted and discarded solid materials consistent with the meaning of that term pursuant to Section 22a-260(7) of the Connecticut General Statutes as amended

Semisolid and liquid materials of the type that are customarily collected and treated in a municipal sewage and/or water treatment system are not "solid waste" nor, for the purposes of this ordinance, is unacceptable waste.

SOLID WASTE DISPOSAL AREA: The sanitary landfill, if any, operated by this municipality or such other area as may be designated by the Common Council as a solid waste disposal area for the disposal of refuse

UNACCEPTABLE WASTE:

(a) Unacceptable waste shall include all materials set forth in Section 16A-32 of the Danbury Code, as amended.

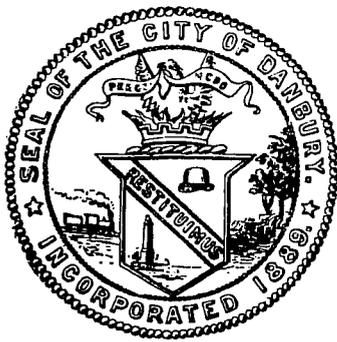
(b) Any item of waste either smoldering or on fire

(c) Waste in quantities and concentrations which by law require special handling in their collection and/or processing

(d) All other items of waste which at the time of delivery to the solid waste disposal area would be likely to pose a threat to health or safety or would not normally be disposed of in a sanitary landfill or would be prohibited by any judicial decision, order or action of any federal, state or local government or any agency thereof, or any other regulatory authority or any applicable law or regulation from being disposed of at the solid waste disposal area

Sec. 16A-69. Disposal of Refuse.

(a) No refuse collected, generated or disposed of in this municipality shall be deposited for disposal except at such sites and under such conditions as may be approved by the Common Council.



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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:

(b) The solid waste disposal area shall be open during such hours as may be designated by the Director and no dumping shall be permitted except at such designated times.

(c) Any person intending to unload at the solid waste disposal area shall follow the instructions of the person in charge.

(d) The use of the municipal solid waste disposal area shall be at a person's or his agent's risk and shall be subjected to the following conditions: In consideration of the grants and privileges to use the municipal waste disposal area, the person or his agent shall, as a condition precedent, release the municipality from any right of action, claim or demand which may otherwise accrue to him by reason of the loss of any of his property while in, upon or about the premises at any municipal solid waste disposal area and further agrees for such consideration to indemnify the municipality and save it harmless from all claims, demands, actions, costs, attorney's fees and charges to which the municipality may be subjected or which it may have to pay by reason of injury to any person or property or loss of life or property suffered or sustained by any said person or agent while in, upon or about the premises of the municipal solid waste disposal area.

(e) All persons shall deliver to the solid waste disposal area all refuse generated within the boundaries of the municipality. The disposal of such refuse at any other area is prohibited, except as may be expressly approved by the Common Council prior to disposal. Notwithstanding the foregoing, pre-segregated, recyclable materials may be delivered to facilities which accept and process recyclable material.

Section 16A-70. Statutory Authority.

This ordinance is authorized pursuant to Section 7-148, Section 22a-220, Section 22a-220a and Section 22a-221 of the General Statutes of the State of Connecticut, as amended.

Section 16A-71. Severability.

Should any provision of this ordinance be declared invalid for any reason, such declaration shall not affect the validity of other provisions or of this ordinance as a whole, it being the legislative intent that the provisions of this ordinance shall be severable and that the balance of this ordinance shall remain valid notwithstanding such declaration.



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

PLEASE REPLY TO:

DANBURY, CT 06810

September 27, 1989

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

Re: Pac v. City of Danbury

Dear Mayor and Council Members:

On August 21, 1989 I wrote to you to advise you of the proposed Motion to Modify Judgment which was negotiated by City officials and representatives of the State DEP and the Attorney General. That motion, if entered, will extend deadlines for City compliance with existing DEP orders, modify the forfeiture provisions of the current Judgment and afford a vehicle for coping with the referendum failure of this past summer.

Since my letter, at the request of the City's Bond Counsel, we have held further discussions with the State in an effort to clarify precisely what portions of the Facility Plan renovations the State views as mandatory. That determination requires that the City appropriate funds sufficient to allow it to complete State mandated renovations and since our charter otherwise requires that appropriations be approved at referendum, the City is in the position of being required to appropriate only those funds which are necessary to complete mandated portions of the project and no more.

11/89

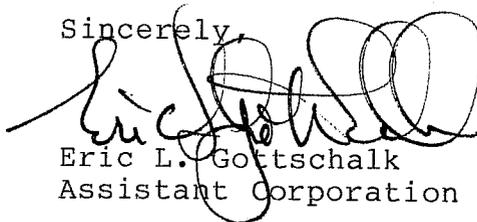
Hon. Joseph H. Sauer, Jr., Mayor
Hon. Members of the Common Council
Re: Pac v. City of Danbury
September 27, 1989

- 2 -

As a result of our discussions, the Attorney General's office has forwarded a revision to the proposed motion for our consideration. I have been advised further that the DEP is in the process of issuing a clarifying order to the City which will parallel this revision.

Accordingly, I have enclosed a copy of the revised motion for your review. The modification, as presented to the Council Committee on September 26, 1989, appears in paragraph 6 on page 4. I urge you to authorize this office to execute the motion and seek court approval of it. Once that has been done, the City will be in a position to appropriate the necessary funds and move this project along. If you have any questions, please feel free to contact me.

Sincerely,



Eric L. Gottschalk
Assistant Corporation Counsel

ELG:r

Enclosure

NO. CV86 - 0322335S

STANLEY J. PAC, COMMISSIONER : SUPERIOR COURT
OF ENVIRONMENTAL PROTECTION,
Plaintiff

v. : JUDICIAL DISTRICT OF
: HARTFORD-NEW BRITAIN
: AT HARTFORD

CITY OF DANBURY,
Defendant : SEPTEMBER , 1989

MOTION TO MODIFY JUDGMENT

The parties to the captioned matter hereby stipulate to modify the judgment entered by the Court on December 15, 1987 in the captioned matter as follows:

1. The Defendant shall complete compliance with DEP Order No. 2394 as modified on the 5th day of August, 1985 in accordance with the following schedule:

G. On or before August 30, 1989, the Defendant shall submit plans and specifications for the construction of the Water Pollution Control Facility to the Commissioner of Environmental Protection for her review and approval.

H. On or before August 30, 1989, the Defendant shall submit an application for financial assistance for the construction of the required facilities to the Commissioner of Environmental Protection for her review and approval.

ORAL ARGUMENT IS NOT REQUESTED
TESTIMONY IS NOT REQUIRED

I. On or before August 31, 1989, the Defendant shall advise the Commissioner of Environmental Protection that septage from the Town of Bethel is being accepted at the Danbury wastewater treatment plant.

J. On or before October 31, 1989, the Commissioner of Environmental Protection shall complete her review of plans and specifications and financial assistance application, and, if approvable, so notify the Defendant.

K. On or before November 15, 1989, the Defendant shall advise the Commissioner of Environmental Protection that advertising for bids for said construction has been accomplished.

L. On or before January 16, 1990, the Defendant shall arrange to receive bids for said construction.

M. On or before February 15, 1990, the Commissioner of Environmental Protection shall complete her review of the bid documents and request to award contract, and, if approvable, so notify the Defendant.

N. On or before February 28, 1990, the Defendant shall arrange to award the construction contract.

O. On or before April 30, 1990, the Defendant shall execute the aforesaid construction contract.

P. On or before January 30, 1993, the Defendant shall advise the Commissioner of Environmental

Protection that the screw lift pump station, nitrification tanks and final settling tanks have been placed in operation and are being operated with the goal of achieving final permit limits contained in NPDES Permit No. CT. 0100145.

Q. On or before April 30, 1993, the Defendant shall advise the Commissioner of Environmental Protection that the constructed facilities have been placed in operation.

R. On or before April 30, 1993, the Defendant shall advise the Commissioner of Environmental Protection that the wastewater treatment facilities are being operated with the goal of achieving the effluent limitation in the NPDES permit for the facility.

S. On or before April 30, 1993, the Defendant shall advise the Commissioner of Environmental Protection that the Bethel wastewater treatment discharge has been eliminated from Sympaug Brook and conveyed to the Danbury wastewater treatment facility.

T. On or before July 30, 1993, the Defendant shall advise the Commissioner of Environmental Protection that the Bethel wastewater treatment facilities demolition and modifications have been completed.

3. If, after written notice from the Plaintiff that the Defendant has failed to meet the deadlines set forth in the paragraphs set forth above, said failure is not corrected within ten days of receipt of such notice, the Defendant shall be subject to a penalty of \$1,000 per day for each day beyond the dates set forth in the paragraphs above that the specified action has not taken place, except that the penalty shall be \$2,000 per day for paragraphs 1.P. and 1.Q. Whether or not the Defendant receives financial assistance from the Plaintiff, it shall be obligated to undertake and implement all requirements set forth above.

6. Not later than November 10, 1989, the Common Council of the City of Danbury pursuant to Conn. Gen. Stat. § 22a-458 shall:

(i) appropriate the amount necessary to undertake and complete compliance with the Commissioner's Orders Nos. 1776 and 2394, as modified, to abate pollution, including in such appropriation the amount necessary to undertake and complete acquisition and construction of the following components of the water pollution control project set forth in the facilities plan which has been approved by the Commissioner entitled "Update To The Wastewater Management Facilities Plan Danbury and Bethel Area, Conn.", as such project and its components are more fully described in the plans and specifications therefor: sitework; electrical work; bar screen and grit chamber building; odor control facilities; primary settling and pumping station; flow equalization tanks; trickling filters upgrade; intermediate settling tank upgrade;

R

screw lift pumping station; nitrification tanks; chemical storage and emergency power building; nitrification blower building; final settling tanks; chlorine contact and post aeration facilities; chlorination and dechlorination building; anaerobic digesters; gravity thickeners upgrade; sludge dewatering building; plant operations building; maintenance and storage building; Beaver Brook pumping station upgrade; Danbury sewer rehabilitation; Bethel water pollution control project modifications; and Bethel force main; and said Common Council; (ii) shall authorize funding to meet such appropriation including the issuance and sale of bonds and notes of the City; and (iii) shall provide written notice to the Commissioner of said Common Council's actions.

In all other respects the original judgment of this Court is
in full force and effect.

STANLEY J. PAC,, COMMISSIONER
OF ENVIRONMENTAL PROTECTION

BY: CLARINE NARDI RIDDLE
DEPUTY ATTORNEY GENERAL
(ACTING ATTORNEY GENERAL)

Robert E. Walsh
Assistant Attorney General

Richard F. Webb
Assistant Attorney General
55 Elm Street
P.O. Box 120
Hartford, CT 06101
(203) 566-2090

DEFENDANT,
CITY OF DANBURY

Eric L. Gottschalk
Assistant Corporation Counsel
City of Danbury
155 Dear Hill Avenue
Danbury, CT 06810

JW

ORDER

The foregoing Motion to Modify Judgment having been heard,
it is hereby granted and judgment may enter accordingly.

Date _____

Judge

CERTIFICATION

I hereby certify that a copy hereof was mailed this date,
first class postage prepaid, to all counsel and/or pro se parties
of record, in accordance with Conn. Prac. Bk. § 120.

Richard F. Webb
Assistant Attorney General

jm

I propose and recommend that the Common Council amend the Ordinance amounts in Sect. 1 and Sect 2 to a figure of 73,475,000 which represents a reduction in the Construction Contingency from 15% to 5% and exclusion of the construction of the proposed Dept of Public Works Bldg.



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

October 3, 1989

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

Re: Pac v. City of Danbury and the Water Pollution
Control Project

The Common Council Committee appointed to review Pac v. City of Danbury and the Water Pollution Control Project (items 28 and 34 on the September 6, 1989 agenda) met on Tuesday, September 26, 1989 at 8:00 P.M. in Room 432 in City Hall. In attendance were committee members Bundy, Regan, DaSilva and Shaw. Also attending were William Buckley, Dan Minahan, Jack Schweitzer, Eric Gottschalk, Dominic Setaro, Richard Taylor, Lou Carbone, Paul Galvin and Fred Comstock, employees of the Water and Sewer Department. Simon Mimorek and Gary Johnson, two employees of the Conn. Department of Environmental Protection also attended the meeting as did approximately 15 members of the general public.

Mr. Gottschalk was asked to open the meeting by explaining the State ordered Stipulated Judgment and accompanying modifications. In essence the judgement requires the City to comply with the DEP approved plan and appropriate the necessary funding. Failure to do so will cause penalties to be put into motion against the City. These penalties are substantial (\$1,000 - \$5,000 per day. According to Mr. Gottschalk, it is imperative that the Common Council approve the necessary documents before the end of October to avoid the penalties.

Mr. Buckley explained the project to the committee and in so doing presented a good picture of the objectives and mechanics as well as the nuances of this undertaking. The City was tasked with this project and is now responsible to see it through while exercising as much personal initiative as possible to keep the costs in line. Mr. Buckley and Mr. Schweitzer did a good job in answering the many questions posed about the cost of this project and the resulting benefits to Danbury. One question in particular dealt with the relatively recent increase from an estimate of approximately \$45 million to one of \$79.5 million. It was explained that the initial figure of \$45 million was based on an alternative Facility Plan based on EPA and DEP Construction Curves (how much each facet of the project should cost, on average, in 1987). There

was no adjustment made in the figures to reflect regional costs nor was there any attention given to the costs of short term financial borrowing. The \$79.5 million figure is based on a completed, or nearly completed engineering study and design plan presented by Metcalf and Eddy our contracted consultants. The current program calls for a 20% grant from the State to help finance this project. Since 1978 the grant participation figure has dropped from 90% to 20%. The remaining 80% of the project cost will be financed for the most part through a low interest (2%) loan facilitated by bonding. Mr. Buckley stated that he had reviewed Metcalf and Eddy's report with DEP and both were satisfied that the engineering and design work was accurate, complete and ready to go to bid. The final contingency figure on this project will be 5% after bid as required by the State. The current contingency of 15% in the Metcalf and Eddy report is to insure a proper funding level will be achieved to accomodate projected bids.

Regarding cost to consumers, the average water customer uses 88,000 gallons per year at a cost of \$100 or so. This cost will increase to approximately \$400 annually. The average septage rate for 1000 gallons is \$41.79. This cost will go up about 4 times.

The Chairman would note here that the predicate for this action is the Clean Water Act of 1978 which tasked the Federal Government as well as State and local governments to implement strategic plans to accomplish certain objectives. The State of Connecticut and the Federal Government have in the past worked closely with municipalities in this regard, the one drawback being the decrease in financial assistance since 1978 (90% to 20% less). We, as a municipality, must comply with the requirements as outlined and authorize the funding. If we stonewall we will only be hurting ourselves financially and environmentally. In the short run it will be a burden to sustain ourselves while shouldering such a large debt. However, in the long run the decision will pay benefits by providing Danbury with what it needs to help sustain growth and an environmentally sound community.

Mr. DaSilva made the following motion:

"To recommend that the Common Council approve the modification of the Stipulated Judgement from the State of Connecticut Department of Environmental Protection and authorize the necessary funding in the amount necessary to fulfill the City's obligation as mandated and required by said judgment not to exceed \$78,300,000. Seconded by Mr. Regan. Motion carried unanimously.

Respectfully submitted,

ROGER M. BUNDY, Chairman

ARTHUR D. REGAN

WILLIAM H. SHAW

JOSEPH DaSILVA

BERNARD P. GALLO



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

73 5/27/79

COMMON COUNCIL

July 6, 1989

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

Re: Maintainence of Aerial Ladder Truck and the Serious Consideration of purchasing two ambulance chassis

Dear Mayor and Council Members:

The two chassis have traveled approximately 140,000. I respectfully request that an ad hoc committee be appointed to consider recommending th funding of the two priorities listed below:

1. Ambulance cab and chassis changeover - The E.M.S. Division has three Type 1 ambulance units designated A1, A2, and A3. These ambulances are modular in design to facilitate patient care compartment removal and replacement onto a new cab and chassis. A new cab and chassis replacement should occur every two years based on severity of use, mileage and repair history. After this type of chassis operates beyond two years as a first line unit its dependability decreases dramatically as repair and maintenance costs increase. The increased frequency of breakdowns also creates logistical difficulties. The department has two units that are overdue for changeovers: a 1981 Chevrolet and a 1982 Chevrolet. With a commitment of one changeover every second year at no time will the first line ambulance be more than two years old, at which time it will move into second line position for one year, third line for one year and then removed from service after its fourth year of service.

Cost of this change-over project will be 30,000 per unit for a total of 60,000 or less than one-half the purchase price of a complete ambulance.

(Priority 1)

\$60,000

2. 1981 LTI - (81LT) - Repair ladder body and compartmentation. Replace all rusted body and door panels. Enlarge canopy jump seat area. Install additional compartmentation. Replace basket heat shield. Update ladder hydraulic, air and electrical systems. All work will be performed at LTI and the unit will be recertified upon completion.

(Priority 2)

\$41,685

Respectfully submitted,

Louis T. Charles

Louis T. Charles
Seventh Ward

JLS



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

October 3, 1989

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

Re: Maintenance of Aerial Ladder Truck

The committee appointed to review the above matter met on September 26, 1989 in the Fourth Floor Lobby in City Hall. In attendance were committee members Connell, Charles and Shaw. Also attending were Council Member Fazio, ex-officio, Chief Lagarto, Michael Esposito, and Richard Tomaino of the Fire Department.

A discussion took place regarding the condition of the equipment. Due to the anticipated increase in private calls requesting an ambulance from the implementation of the E-911 emergency number in November, 1989 the ambulance will be subjected to an increased workload which will exacerbate the present situation. When first purchased, the ambulance chassis was supposed to be replaced every three years. It was never initiated. The ambulance's modular box is the most expensive component of the ambulance and does not necessitate replacement as often as the chassis. This program has been included in previous budgets but was deleted from the final budget in past years.

Mr. Shaw expressed concern that a committee should be formed in order to study the feasibility of establishing ambulance fees in order to make the ambulance service self-sufficient.

Mr. Charles made a motion that \$68,000 be appropriated to purchase two chassis from the 1981 and 1982 Chevrolets. He further recommends that an additional \$40,000 be set aside for this budget year upon notification from the Comptroller in November regarding an anticipated budget surplus for repairs on the 1981 ladder truck. Seconded by Mr. Connell. Motion carried unanimously.

Respectfully submitted,

BARRY J. CONNELL, Chairman

WILLIAM H. SHAW

LOUIS T. CHARLES



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

October 3, 1989

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

Re: Boulevard Drive

The committee appointed to study Boulevard Drive met on September 18, 1989 at 7:30 P.M. in Room 432 in City Hall. In attendance were committee members Cresci and Cassano. Also in attendance were City Engineer Jack Schweitzer, Director of Public Works Daniel Minahan, Comptroller Dominic Setaro and Council Member Bundy, ex-officio.

After a thorough review of the record and an examination of the area in question, discussion ensued on the proposed contract and accompanying bid submitted in response to a request for renovations on Boulevard Drive. Mr. Schweitzer explained that a valid bid was received from a contractor which totaled \$32,448. This represents an amount that exceeds the approved funding (\$16,000) by \$16,448. Only one contractor bid on the project and his bid is valid until October 6, 1989.

Mr. Setaro explained that the additional funds required may come from unencumbered funds in the Capital Budget Account (Capital Budget Projects not completed or begun, prior years). Mr. Minahan agreed that monies unencumbered for projects not undertaken may be transferred to accommodate the \$16,448 shortfall in the Boulevard Drive project.

Mr. Cassano made the following motion:

To recommend to the Common Council that approval be granted to expend an additional \$16,448 for completion of renovations of a capital project at the intersection of Boulevard Drive and Kenosia Avenue and request the Public Works Director, Mr. Minahan, to investigate the possibility of a transfer of funds from the previous Capital Budget projects account (unencumbered) to this project. Mr. Cresci seconded the motion which passed unanimously.

Respectfully submitted,

ARTHUR CRESCI, Chairman

WILLIAM SHAW

ANTHONY J. CASSANO



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

October 3, 1989

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

Re: State Reimbursement on Educational Costs

The ad hoc committee appointed to review State reimbursement on educational costs met on September 18, 1989 in the Fourth Floor Lobby in City Hall at 8:00 P.M. Committee Members in attendance were Moran and Nimmons. Also in attendance were Assistant Superintendent of Schools John Wolfkeil and Comptroller Dominic Setaro as well as Council Members Cresci and Bundy ex-officio.

Mr. Wolfkeil gave a description of the services provided non-public schools such as nurses, psychologists, social workers, etc. He stated that with the new State budget passed into law in June, 1989 the State will no longer reimburse 100% of the cost for providing these mandated services. Mr. Setaro stated that the State will only pay 80% of the total cost and the City must pay the other 20%. He also stated that since the City budget was passed in May and the City did not know of a cut in advance, money was not allocated for this service and the City faces a shortfall for fiscal 88-89 of \$64,790. This is money already paid out and must be appropriated. Mr. Setaro also suggested that a line item could be established and an appropriation made of \$69,240 in the 89-90 budget. This is an estimated figure and could change. Mr. Nimmons asked if there was any way to get some of the money back. Mr. Setaro stated that he had a bill from Greenwich for a Danbury resident going to a school there and Mr. Wolfkeil stated that they are preparing a list of students in non-public schools who do not reside in Danbury and that those towns will be billed for services rendered. Mr. Wolfkeil could not give estimate when this task would be completed but he said they are working on it as rapidly as possible. The feeling of the committee is that all towns involved should pay their fair share for these services. The total money that Danbury must appropriate is \$134,030.

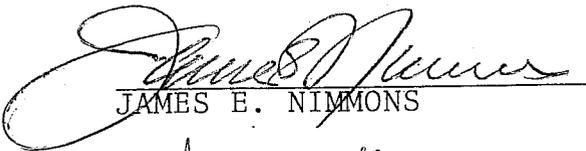
Mr. Moran made a motion that a line item be established in the 1989-90 budget to cover the estimated shortfall on the cost of these services and the sum of \$69,240 be appropriated. Seconded by Mr. Nimmons and carried unanimously.

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Mr. Nimmons made a motion to recommend to the Common Council appropriation of \$64,790 to cover the shortfall for fiscal 1988-89. Seconded by Mr. Moran and carried unanimously.

Respectfully submitted,


HANK S. MORAN, Chairman


JAMES E. NIMMONS


STEPHEN T. FLANAGAN



89

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DEPARTMENT
OF FINANCE

September 26, 1989

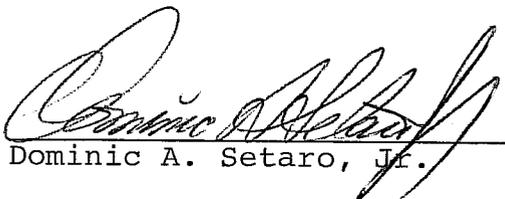
Certification #7

TO: Common Council via
Mayor Joseph H. Sauer

FROM: Dominic A. Setaro, Jr., Acting Director of Finance/
Comptroller

We hereby certify the availability of \$134,030.00 to be transferred from the Contingency Fund to a new account to be established entitled Schools - Health and Welfare.

Balance of Contingency Fund	\$1,637,935.00
Less pending requests	-0-
Less this request	<u>134,030.00</u>
	\$1,503,905.00


Dominic A. Setaro, Jr.

DAS:af



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

October 3, 1989

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

Re: State Reimbursement on Educational Costs

The ad hoc committee appointed to review State reimbursement on educational costs met on September 18, 1989 in the Fourth Floor Lobby in City Hall at 8:00 P.M. Committee Members in attendance were Moran and Nimmons. Also in attendance were Assistant Superintendent of Schools John Wolfkeil and Comptroller Dominic Setaro as well as Council Members Cresci and Bundy ex-officio.

Mr. Wolfkeil gave a description of the services provided non-public schools such as nurses, psychologists, social workers, etc. He stated that with the new State budget passed into law in June, 1989 the State will no longer reimburse 100% of the cost for providing these mandated services. Mr. Setaro stated that the State will only pay 80% of the total cost and the City must pay the other 20%. He also stated that since the City budget was passed in May and the City did not know of a cut in advance, money was not allocated for this service and the City faces a shortfall for fiscal 88-89 of \$64,790. This is money already paid out and must be appropriated. Mr. Setaro also suggested that a line item could be established and an appropriation made of \$69,240 in the 89-90 budget. This is an estimated figure and could change. Mr. Nimmons asked if there was any way to get some of the money back. Mr. Setaro stated that he had a bill from Greenwich for a Danbury resident going to a school there and Mr. Wolfkeil stated that they are preparing a list of students in non-public schools who do not reside in Danbury and that those towns will be billed for services rendered. Mr. Wolfkeil could not give estimate when this task would be completed but he said they are working on it as rapidly as possible. The feeling of the committee is that all towns involved should pay their fair share for these services. The total money that Danbury must appropriate is \$134,030.

Mr. Moran made a motion that a line item be established in the 1989-90 budget to cover the estimated shortfall on the cost of these services and the sum of \$69,240 be appropriated. Seconded by Mr. Nimmons and carried unanimously.

Mr. Nimmons made a motion to recommend to the Common Council appropriation of \$64,790 to cover the shortfall for fiscal 1988-89. Seconded by Mr. Moran and carried unanimously.

Respectfully submitted,

HANK S. MORAN, Chairman

JAMES E. NIMMONS

STEPHEN T. FLANAGAN



30

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

ROBERT T. RESHA
CORPORATION COUNSEL

PLEASE REPLY TO:

DANBURY, CT 06810

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

August 22, 1989

MEMO TO: Councilwoman Lovie Bourne
FROM: Laszlo L. Pinter, Assistant Corporation Counsel
RE: Swap of Airport Property from the City of Danbury
to the Federal Aviation Administration

I have received from the FAA revised Supplements to the Lease presently existing at the airport for FAA parking. The revised leases are in accordance with my commentary to the FAA in order to clarify the language protecting the interests of the City.

This item may now be placed onto the next Common Council agenda for consideration and subsequent execution of the documents.

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



Laszlo L. Pinter

LLP:cr

c: Paul D. Estefan
Airport Administrator

Robert T. Resha, Esq.
Corporation Counsel

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
NEW ENGLAND REGION
BURLINGTON, MASSACHUSETTS 01803

Supplement No. 1 to Lease
No. DOT-FA72EA-6510

THIS SUPPLEMENTAL AGREEMENT, made and entered into this day of _____, 1989, by and between the City of Danbury, Connecticut, whose address is Town Hall, 155 Dearhill Avenue, Danbury, Connecticut 06810, for itself and its heirs, executors, administrators, successors, and assigns, hereinafter called the Lessor, and the United States of America, hereinafter called the Government.

W I T N E S S E T H

WHEREAS, on March 9, 1972, Lease No. DOT-FA72EA-6510 was agreed to and authorized the Government to use and occupy the property described in said lease for its ATCT site; and

WHEREAS, the Lessor is planning in the near term to construct an apron adjacent to the Government's proposed parking area; and

WHEREAS, the Lessor desires the Government to use an additional parcel of property described in Exhibit A for the Government's parking area pending completion of said apron construction;

NOW THEREFORE, the parties hereto do hereby mutually agree as follows:

1. The Lessor hereby leases to the Government the property described in Exhibit A, attached hereto and made a part hereof. This property is in addition to existing property leased pursuant to DOT-FA72EA-6510.
2. Upon the Lessor's completing the preparation and pavement of property described in Exhibit A, the Government agrees to relinquish lease rights to a 50 to 60 foot strip of property located along the South side of the plot described in Lease No. DOT-FA72EA-6510, said property being required for completion of apron construction.
3. All other terms and conditions of this lease are hereby ratified and except as amended above shall be and remain the same.

IN WITNESS WHEREOF, the parties hereto mutually agree as follows:

CITY OF DANBURY

THE UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

BY: _____

BY: _____

Barbara J. Minklein

TITLE: _____

TITLE: REALTY CONTRACTING OFFICER

DATE: _____

DATE: _____

30

I, _____, certify that I am
the _____ of the

(State, County, Municipality, or other Public Authority)

named in the foregoing agreement; that _____
who signed said agreement on behalf of _____

_____ was then _____ of said

_____ that said agreement was duly signed for and in behalf of said _____

_____ by authority of its governing body, and is within the scope of its
powers.

(Signature)

(Corporate Seal)

30

EXHIBIT A

The leased area described in Article 1 of Lease No. DOT-FA-72EA-6510 is to be expanded to include the following area, which joins the northerly boundary of the plot described in Article 1:

From the Point-of-Beginning described in paragraph 1, proceed N 26° 18'W, 75.00 feet to a point; thence N 63° 42'E, 150.00 feet to a point; thence S 26° 18'E, 75.00 feet to a point; thence S 63° 42'W, 150.00 feet along the northerly boundary of the plot described in paragraph 1, to the Point-of-Beginning containing in all 0.26 acre, more or less, all being situated in Danbury Municipal Airport, Town of Danbury, County of Fairfield, State of Connecticut. All bearings are true.



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

30

April 24, 1989

Honorable Mayor Joseph Sauer
Honorable Members of the Council

RE: **SWAP – LEASE OF AIRPORT PROPERTY TO THE
FEDERAL AVIATION ADM. (FAA)**

The Committee charged to review the above met on April 20, 1989 at 7:30 P.M. in the 4th Floor Lobby of City Hall. In attendance were Committee members, L. Bourne (Chair), W. Shaw, and M. Danise ex-officio. Committee member, Mrs. Butera, was on vacation. Attending also were, P. Estefan, Airport Administrator, and R. Gawe, Aviation Commission Chairman.

The Council is being asked by the Airport Administrator, Paul Estefan, to swap approximately a 150' x 150' parcel of land in exchange for another parcel approximately the same size within the same vicinity with the FAA. Mr. Estefan gave the following reasons for the swap:

- (1) SAFETY – Prop Blast – People walking, and cars in same area where planes will come in; and,
- (2) To facilitate the future planning of the terminal apron area.

According to Mr. Estefan, this will facilitate the proposal to build a terminal building, and bring sewer and water to the airport. He estimates that the cost to the City (if this is done under a grant) would at maximum be \$500.00, with the City's portion coming from the Airport monies set aside for Airport improvements (sale of land to State of CT settlement, adjacent to Rt.7).

Mr. Gawe stated that the Aviation Commission supports the swap.

The Planning Commission gave the proposal a positive recommendation.

Mr. Shaw moved to recommend to the Council approval of the swap of property between the City of Danbury (Airport) and the FAA (the property) as described in Supplement No. 1 to lease No. DOT-FA72EA-6510 (description in Exhibit A attached thereto) per Corporation Counsel's review and recommendation. Mrs. Bourne seconded. Motion passed unanimously.

Respectfully submitted,

Lovie Bourne, Chair

William Shaw

Janet Butera

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
NEW ENGLAND REGION
BURLINGTON, MASSACHUSETTS 01803

30

Supplement No. 1 to Lease
No. DOT-FA72EA-6510

THIS SUPPLEMENTAL AGREEMENT, made and entered into this day of 1988, by and between the City of Danbury, Connecticut, whose address is Town Hall, 155 Dearhill Avenue, Danbury, Connecticut 06810, for itself and its heirs, executors, administrators, successors, and assigns, hereinafter called the Lessor, and the United States of America, hereinafter called the Government.

W I T N E S S E T H

WHEREAS, on March 9, 1972, Lease No. DOT-FA72EA-6510 was agreed to and authorized the Government to use and occupy the property described in said lease for its ATCT site; and

WHEREAS, the Lessor is planning to construct an apron adjacent to the Government's proposed parking area; and

WHEREAS, the Lessor desires the Government to use an additional parcel of property described in Exhibit A for the Government's parking area;

NOW THEREFORE, the parties hereto do hereby mutually agree as follows:

1. The Lessor hereby leases to the Government the property described in Exhibit A, attached hereto and made a part hereof.
2. All other terms and conditions of this lease are hereby ratified and except as amended above shall be and remain the same.

IN WITNESS WHEREOF, the parties hereto mutually agree as follows:

CITY OF DANBURY

THE UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

BY: _____

BY: _____

TITLE: _____

Barbara J. Minklein
TITLE: REALTY CONTRACTING OFFICER

DATE: _____

DATE: _____

30

I, _____, certify that I am
the _____ of the

(State, County, Municipality, or other Public Authority)

named in the foregoing agreement; that _____

who signed said agreement on behalf of _____

_____ was then _____ of said

_____ that said agreement was duly signed for and in behalf of said _____

_____ by authority of its governing body, and is within the scope of its
powers.

(Signature)

(Corporate Seal)

30

STATE OF)
) ss:
COUNTY OF)

On this _____ day of _____, 19__ , A.D., personally
appeared before me _____

to me known to be the person or persons described in and who executed
Supplement No. 1, to Lease No. DOT-FA72EA-6510, and acknowledged that
_____ signed and sealed the same as _____ free
voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal: _____
(Notary Public)

Residing at: _____

My Commission Expires: _____

EXHIBIT A

30

The leased area described in Article 1 of Lease No. DOT-FA-72EA-6510 is to be expanded to include the following area, which joins the northerly boundary of the plot described in Article 1:

From the Point-of-Beginning described in paragraph 1, proceed N 26° 18'W, 75.00 feet to a point; thence N 63° 42'E, 150.00 feet to a point; thence S 26° 18'E, 75.00 feet to a point; thence S 63° 42'W, 150.00 feet along the northerly boundary of the plot described in paragraph 1, to the Point-of-Beginning containing in all 0.26 acre, more or less, all being situated in Danbury Municipal Airport, Town of Danbury, County of Fairfield, State of Connecticut. All bearings are true.



30

CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

COMMON COUNCIL

April 24, 1989

Honorable Mayor Joseph Sauer
Honorable Members of the Council

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FEDERAL AVIATION ADM. (FAA)**

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The Council is being asked by the Airport Administrator, Paul Estefan, to swap approximately a 150' x 150' parcel of land in exchange for another parcel approximately the same size within the same vicinity with the FAA. Mr. Estefan gave the following reasons for the swap:

- (1) SAFETY – Prop Blast – People walking, and cars in same area where planes will come in; and,
- (2) To facilitate the future planning of the terminal apron area.

According to Mr. Estefan, this will facilitate the proposal to build a terminal building, and bring sewer and water to the airport. He estimates that the cost to the City (if this is done under a grant) would at maximum be \$500.00, with the City's portion coming from the Airport monies set aside for Airport improvements (sale of land to State of CT settlement, adjacent to Rt.7).

Mr. Gawe stated that the Aviation Commission supports the swap.

The Planning Commission gave the proposal a positive recommendation.

Mr. Shaw moved to recommend to the Council approval of the swap of property between the City of Danbury (Airport) and the FAA (the property) as described in Supplement No. 1 to lease No. DOT-FA72EA-6510 (description in Exhibit A attached thereto) per Corporation Counsel's review and recommendation. Mrs. Bourne seconded. Motion passed unanimously.

Respectfully submitted,

Lovie Bourne

Lovie Bourne, Chair

William Shaw

Janet Butera

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
NEW ENGLAND REGION
BURLINGTON, MASSACHUSETTS 01803

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Supplement No. 1 to Lease
No. DOT-FA72EA-6510

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WHEREAS, the Lessor is planning to construct an apron adjacent to the Government's proposed parking area; and

WHEREAS, the Lessor desires the Government to use an additional parcel of property described in Exhibit A for the Government's parking area;

NOW THEREFORE, the parties hereto do hereby mutually agree as follows:

1. The Lessor hereby leases to the Government the property described in Exhibit A, attached hereto and made a part hereof.
2. All other terms and conditions of this lease are hereby ratified and except as amended above shall be and remain the same.

IN WITNESS WHEREOF, the parties hereto mutually agree as follows:

CITY OF DANBURY

THE UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

BY: _____

BY: _____

Barbara J. Minklein

TITLE: _____

TITLE: REALTY CONTRACTING OFFICER

DATE: _____

DATE: _____

20

I, _____, certify that I am
the _____ of the

(State, County, Municipality, or other Public Authority)

named in the foregoing agreement; that _____
who signed said agreement on behalf of _____

was then _____ of said

that said agreement was duly signed for and in behalf of said _____

by authority of its governing body, and is within the scope of its
powers.

(Signature) (Corporate Seal)

30

Supplement No.1 to Lease
No. DOT-FA72EA-6510

Page 3

STATE OF)
) ss:
COUNTY OF)

On this _____ day of _____, 19__ , A.D., personally
appeared before me _____

to me known to be the person or persons described in and who executed
Supplement No. 1, to Lease No. DOT-FA72EA-6510, and acknowledged that
_____ signed and sealed the same as _____ free
voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal: _____
(Notary Public)

Residing at: _____

My Commission Expires: _____

EXHIBIT A

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31

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

October 3, 1989

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

Re: Intersection of Great Plain Road and Stadley Rough Road

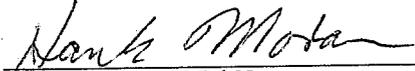
The committee appointed to review the petition regarding the intersection of Great Plain Road and Stadley Rough Road met on September 27, 1989 at 7:30 P.M. in the Fourth Floor Lobby in City Hall. Present were committee members Renz, Moran and Gallo, as well as Dan Minahan.

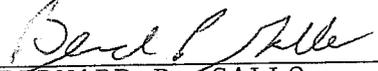
The first order of business was taken care of in the form of a motion by Mr. Moran to renew the condemnation authority of the Corporation Counsel and to authorize the Corporation Counsel to file all necessary court documents.

The project redesign was presented by Mr. Minahan along with the cost estimate of approximately \$50,000. The need for this redesign was agreed to by all present and the following motion was made by Mr. Gallo: "to approve the redesign and authorize the project, pending certification of approximately \$50,000 from the surplus. Seconded by Mr. Moran. Motion carried unanimously.

Respectfully submitted,


GARY D. RENZ, Chairman


HANK S. MORAN


BERNARD P. GALLO



31

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

October 3, 1989

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

Re: Intersection of Great Plain Road and Stadley Rough Road

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The first order of business was taken care of in the form of a motion by Mr. Moran to renew the condemnation authority of the Corporation Counsel and to authorize the Corporation Counsel to file all necessary court documents.

The project redesign was presented by Mr. Minahan along with the cost estimate of approximately \$50,000. The need for this redesign was agreed to by all present and the following motion was made by Mr. Gallo: "to approve the redesign and authorize the project, pending certification of approximately \$50,000 from the surplus. Seconded by Mr. Moran. Motion carried unanimously.

Respectfully submitted,

GARY D. RENZ, Chairman

HANK S. MORAN

BERNARD P. GALLO



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

October 3, 1989

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

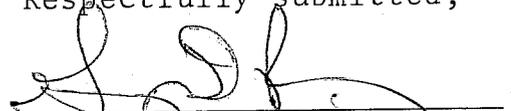
Re: Increase in Town Clerk's Salary

The committee appointed to review the request to increase the Town Clerk's Salary met on September 27, 1989 at 8:00 P.M. in Room 432 in City Hall. In attendance were committee members Renz and Flanagan.

The issue before the committee concerned the Town Clerk's salary, but it was felt that a consideration should be made regarding the other three City offices.

Mr. Flanagan made a motion to recommend a 6% salary increase effective November 20, 1989 and an additional 6% increase for fiscal year 1990-91 for the following City offices: Mayor, City Clerk, Town Clerk and Treasurer. It was further moved that this motion be divided into four separate questions so that each office may be voted on its own merits. Motion was seconded by Mr. Renz and carried unanimously.

Respectfully submitted,


GARY D. RENZ, Chairman


WILLIAM H. SHAW


STEPHEN T. FLANAGAN



CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

**DEPARTMENT
OF FINANCE**

October 4, 1989

Certification #8

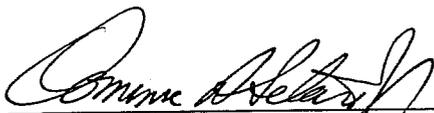
TO: Common Council via
Mayor Joseph H. Sauer

FROM: Dominic A. Setaro, Jr., Acting Director of Finance/
Comptroller

Per Common Council approval we hereby certify the availability of \$1,468.00 to be transferred from the Contingency Fund to the Town Clerk's regular salary account #02-01-161-010100.

The above request for funds was approved by the Common Council on October 3, 1989 pending this certification.

Balance of Contingency Fund	\$1,503,905.00
Less this request	<u>1,468.00</u>
	\$1,502,437.00



Dominic A. Setaro, Jr.

DAS:af



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

October 3, 1989

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

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The issue before the committee concerned the Town Clerk's salary, but it was felt that a consideration should be made regarding the other three City offices.

Mr. Flanagan made a motion to recommend a 6% salary increase effective November 20, 1989 and an additional 6% increase for fiscal year 1990-91 for the following City offices: Mayor, City Clerk, Town Clerk and Treasurer. It was further moved that this motion be divided into four separate questions so that each office may be voted on its own merits. Motion was seconded by Mr. Renz and carried unanimously.

Respectfully submitted,

GARY D. RENZ, Chairman

WILLIAM H. SHAW

STEPHEN T. FLANAGAN



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

October 3, 1989

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

Re: Sewer Extension on Shannon Ridge and Fairlawn Avenue

The ad hoc committee appointed to review the request for sewer extension on Shannon Ridge and Fairlawn Avenue met on June 7, 1989 at 8:00 P.M. in Room 432 in City Hall. In attendance were committee members Regan and Charles. Also in attendance were City Engineer Jack Schweitzer, Director of Public Utilities William Buckley and petitioners Husain and Rubinow.

Mr. Schweitzer explained that Fairlawn could not be serviced with sewers without Shannon Ridge also being sewerred and if both these streets are to be sewerred at the same time Mrytle Avenue and Edgewood Street should be done in order to minimize cost. Several surveys of the residents of Shannon Ridge and Fairlawn Avenue have come back with a 50-50 split of those for versus those against the proposed sewer. The Planning Commission has given a positive recommendation to this proposal.

Mr. Regan made a motion to deny the request without prejudice. Failed for lack of a second. Mr. Charles made a motion to recommend that the City install sewers as requested. Seconded by Mr. Regan. Motion carried unanimously.

Respectfully submitted,

Arthur D. Regan
ARTHUR D. REGAN, Chairman

Louis T. Charles
LOUIS T. CHARLES

Roger M. Bundy
ROGER M. BUNDY



33

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

October 3, 1989

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

Re: Sewer Extension on Shannon Ridge and Fairlawn Avenue

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Mr. Schweitzer explained that Fairlawn could not be serviced with sewers without Shannon Ridge also being sewered and if both these streets are to be sewered at the same time Mrytle Avenue and Edgewood Street should be done in order to minimize cost. Several surveys of the residents of Shannon Ridge and Fairlawn Avenue have come back with a 50-50 split of those for versus those against the proposed sewer. The Planning Commission has given a positive recommendation to this proposal.

Mr. Regan made a motion to deny the request without prejudice. Failed for lack of a second. Mr. Charles made a motion to recommend that the City install sewers as requested. Seconded by Mr. Regan. Motion carried unanimously.

Respectfully submitted,

ARTHUR D. REGAN, Chairman

LOUIS T. CHARLES

ROGER M. BUNDY



34

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

October 3, 1989

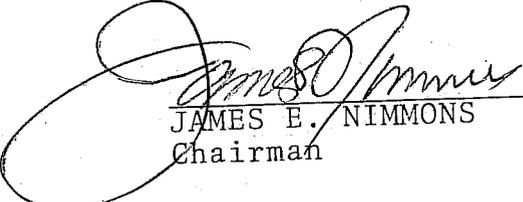
Honorable Mayor Joseph H. Sauer
Honorable Members of the Common Council

Re: Renumbering of South Street

The Common Council met as a Committee of the Whole on September 25, 1989 in the Common Council Chambers immediately following a public hearing on the above matter.

Mrs. Bourne made a motion to approve. Seconded by Mr. Moran. Motion carried unanimously with referral to the full Common Council.

Respectfully submitted,



JAMES E. NIMMONS
Chairman



CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

October 3, 1989

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

Re: Renumbering of South Street

The Common Council met as a Committee of the Whole on September 25, 1989 in the Common Council Chambers immediately following a public hearing on the above matter.

Mrs. Bourne made a motion to approve. Seconded by Mr. Moran. Motion carried unanimously with referral to the full Common Council.

Respectfully submitted,

JAMES E. NIMMONS
Chairman



25

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

October 3, 1989

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

Re: Land Acquisition - Kenosia and Backus

The committee appointed to review land acquisition on Kenosia and Backus Avenues across from Toys R Us met in Room 432 on September 25, 1989 at 6:45 P.M. In attendance were committee members Shaw and Danise. Also attending were Council Members Moran and Charles, ex-officio.

This was the second meeting in a week scheduled for this item and the committee was hopeful that the Airport Administrator would attend. In his absence, Mrs. Danise made a motion to reject this property based on the City owning 18 adjacent acres, which would be more than enough for the West Side fire station. Mrs. Danise also commented that to pay \$800,000 for $\frac{1}{2}$ acre was an exorbitant amount due to the present fiscal crisis in the City. Seconded by Mr. Shaw. Motion carried unanimously.

Respectfully submitted,

WILLIAM H. SHAW, Chairman

MARI ANN DANISE

STEPHEN T. FLANAGAN



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

October 3, 1989

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

Re: Osdranus - Hayestown Heights

The Common Council Committee appointed to review conveyance of a road widening strip on Hayestown Heights met in Room 432 on September 25, 1989 at 6:30 P.M. In attendance were Committee Members Shaw and Danise. Also attending were Attorney Martin Rader, Jr., and Council Members Charles and Moran, ex-officio.

Based on information from Eric Gottschalk (see attached) Mrs. Danise made the following motion: To recommend acceptance of the road widening strips pending finalization of the conveyance of said property and providing all documents are checked to make certain of their legality. Seconded by Mr. Shaw. Motion carried unanimously.

Respectfully submitted,

WILLIAM H. SHAW, Chairman

MARI ANN DANISE

BERNARD P. GALLO



Danese
Gallo

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

20

ROBERT T. RESHA
CORPORATION COUNSEL

PLEASE REPLY TO:

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

August 10, 1989

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: Hayestown Heights Subdivision

Dear Mayor and Council Members:

Please accept the following in response to your request for a report in connection with the above, which appeared on the June Council agenda as item 45. The request is a standard request, presented to you in compliance with the provisions of the Subdivision Regulations which require a developer to convey ownership of road widening strips to the City as a condition of subdivision approval. These strips are intended to improve road widths with respect to roads which are adjacent to the subdivision. We are prepared to work with the City Engineer to finalize the conveyance once the Council has authorized the acceptance. If you require anything further in the interim, please let us know.

Sincerely,

Eric L. Gottschalk
Assistant Corporation Counsel

ELG:r



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

October 3, 1989

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

Re: Water Extension - 24 Mill Plain Road

The committee regarding the above captioned matter met on September 20, 1989. In attendance were committee members Regan and Zotos. Also attending were Jack Schweitzer and William Buckley, Council Member Charles, ex-officio, and the petitioners George Hughes and Donald Altieria.

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

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

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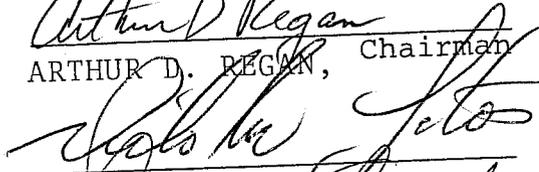
7. No Certificate of Occupancy shall be issued until the above requested forms, documents, plans, etc. are received and the City owns the extended water lines.

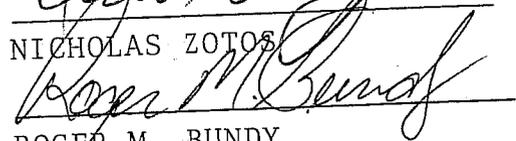
8. This approval shall expire eighteen (18) months following the date of Common Council action.

Mr. Regan noted that there was a positive recommendation from the Planning Commission for this request.

Respectfully submitted,


ARTHUR D. REGAN, Chairman


NICHOLAS ZOTOS


ROGER M. BUNDY



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

October 3, 1989

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

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

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

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

Mr. Regan noted that there was a positive recommendation from the Planning Commission for this request.

Respectfully submitted,

ARTHUR D. REGAN, Chairman

NICHOLAS ZOTOS

ROGER M. BUNDY



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

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COMMON COUNCIL

REPORT

October 3, 1989

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

Re: Request for Sewer and Water Extension - Lombardi and Concord Streets

The committee regarding the above captioned matter met on September 19, 1989. In attendance were committee members Cresci and Farah. Also attending was William Buckley, Council Member Hank Moran, ex-officio, Howard Rubinow and Anthony Deconca.

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

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

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

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

Mr. Buckley stated that the City could assist the petitioner by suppling him with up to 710 feet of pipe and two fire hydrants. This would not affect the City's financial condition as Mr. Buckley has a line item each year providing extra hydrants and pipe. Also a future easement may be necessary across this property.

Respectfully submitted,

ARTHUR CRESCI Chairman

MOUNIR A. FARAH

MARI ANN DANISE



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

October 3, 1989

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

Re: Request for Extension of Time - 109 Park Avenue

The committee to review extension of time for the installation of a sewer line at 109 Park Avenue met at 7:30 P.M. on September 19, 1989 in City Hall. In attendance were committee members Cresci and Bourne. Also attending were Council Members Connell and Moran, ex-officio, and Director of Public Utilities Bill Buckley.

Discussion took place as to why an extension of time is necessary. Mr. Buckley stated that he had not spoken with Mr. Russo but that it was his opinion that because of economics the developer did not wish to start construction. He was originally given approval by the Common Council 18 months ago.

Mrs. Bourne made a motion that providing that the Superintendent of Public Utilities and the City Engineer are not opposed to this request, that the Common Council grant an extension of time for sewer installation at 109 Park Avenue. Seconded by Mr. Cresci. Motion carried unanimously.

Respectfully submitted,

ARTHUR CRESCI, Chairman

LOVIE D. BOURNE

ANTHONY J. CASSANO



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CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

October 3, 1989

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

Re: Josephine Martin Easement - Route 37

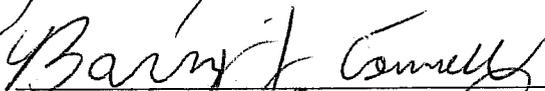
The Common Council Committee appointed to review the Josephine Martin Easement on Route 37 met on September 19, 1989 at 7:00 P.M. in Room 432 in City Hall. In attendance were Council Members Nimmons, Connell and Zotos. Also present was Superintendent of Public Utilities William Buckley.

Mr. Nimmons read a letter dated September 12, 1989 from Robert Resha, Corporation Counsel, which offered his opinion regarding a resolution to the problem of destroyed septic fields. Mr. Resha's letter outlined Mr. Buckley's request to pay the sewer connection fee for Mrs. Martin from monies in the Water Department Account rather than rebuilding a new septic system. Mr. Resha agreed that this would be the most cost effective solution.

Mr. Connell made a motion that the City of Danbury be authorized to have a release signed by the Martins that is acceptable to the Corporation Counsel for the connection to the sanitary sewer that would protect the City from any claim against damage to the septic system and also authorize the Water Department to pay the sewer connection fee to the Sewer Department for the connection made to the Martin residence on Padanaram Road. Seconded by Mr. Zotos. Motion carried unanimously.

Respectfully submitted,


JAMES E. NIMMONS, Chairman


BARRY J. CONNELL


NICHOLAS ZOTOS



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

October 3, 1989

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Honorable Members of the Common Council

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Respectfully submitted,

JAMES E. NIMMONS, Chairman

BARRY J. CONNELL

NICHOLAS ZOTOS



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

October 3, 1989

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

Re: Sewer Extension - 105 Park Avenue

The committee regarding the above captioned matter met on August 2, 1989. In attendance were Committee Members Regan and Zotos, City Engineer Jack Schweitzer, William Buckley, Mr. Finaldi, the petitioner, Attorney Bob Talarico and Engineer Mr. Trinkaus.

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

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

- 2 -

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

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

Respectfully submitted,



ARTHUR D. REGAN, Chairman



NICHOLAS ZOTOS



ROGER M. BUNDY



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

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Honorable Members of the Common Council

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Respectfully submitted,

ARTHUR D. REGAN, Chairman

NICHOLAS ZOTOS

ROGER M. BUNDY



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

PROGRESS REPORT

October 3, 1989

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

Re: Sewer Extension - Farview Avenue and Smith Street

The ad hoc committee appointed to review the request for sewer extension on Farview Avenue and Smith Street met on September 20, 1989 at 7:00 P.M. in Room 432 in City Hall. In attendance were committee members Regan and Charles. Also in attendance were Jack Schweitzer, William Buckley and Attorney Les Pinter for the City and Mr. Williamson, Mr. Mrozinski and Attorney Ward Mazzucco for the petitioners.

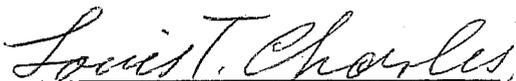
Attorney Mazzucco explained that the proposed route requested by Mr. Buckley and Mr. Schweitzer was unnecessary and cost prohibitive and asked if there was possibly another route or option available to the petitioner.

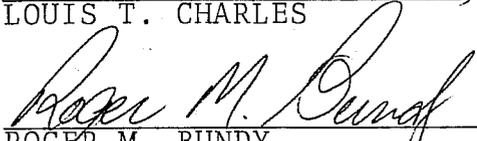
Mr. Buckley suggested a sewer line from Smith Street up to Farview Avenue to be constructed at the petitioner's expense and then turned over to the City, subject to the usual 8 City stipulations. This seemed agreeable to the petitioner who is to have his engineer draw up a plan to submit to the City.

Mr. Charles made a motion to table this request until the new plan is submitted. Seconded by Mr. Regan and so voted.

Respectfully submitted,


ARTHUR D. REGAN, Chairman


LOUIS T. CHARLES


ROGER M. BUNDY



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

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Mr. Charles made a motion to table this request until the new plan is submitted. Seconded by Mr. Regan and so voted.

Respectfully submitted,

ARTHUR D. REGAN, Chairman

LOUIS T. CHARLES

ROGER M. BUNDY



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

PROGRESS REPORT

October 3, 1989

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

Re: Request for additional Funds for Employee Benefits

The committee appointed to review the request for additional funds in the amount of \$570,000 for employee benefits met on September 26, 1989 at 7:30 P.M. in Room 432 in City Hall. In attendance were committee members Bundy and Shaw. Also attending were Risk Manager Tom Fabiano and Comptroller Dominic Setaro.

Mr. Fabiano stated that he begins preparing his budget request in December and in so doing bases his projections on the experience rating of the insurance carrier (supplied by the carrier). In December, 1988, Mr. Fabiano advised that a 25% increase would be sufficient for the 1989-90 fiscal year expenses. In May of 1989 new loss runs which adversely affected our experience rating caused our carrier to request a 60% increase (35% more than projected). This 35% difference amounts to \$570,000 in additional premium costs. Mr. Fabiano further explained that we go out to bid every three years and it usually benefits the City to keep the same carrier for at least that period of time to allow for a good experience rating to keep premiums at a reasonable level. Our first two years with our present carrier have been good and it would not be feasible or practicle to entertain any new bids at this time keeping in mind our last years experience. A new carrier would quote us a price based on only our last year.

Mr. Setaro and Mr. Fabiano advised the committee that at present our carrier is being asked to quote us a price on Administrative Services only, whereby the City pays its own claims and the carrier processes the work. In effect it is a self-insurance proposal for the most part and will reduce our initial costs. However, it is necessary to get all the facts before a decision can be made. Our current costs for this line item is projected at \$2.8 million for 1989-90. All facts regarding the new proposal should be in our hands in approximately 3 weeks at which time this committee will reconvene.

Respectfully submitted,

Roger M. Bundy
ROGER M. BUNDY, Chairman

William H. Shaw
WILLIAM H. SHAW

Joseph H. Sauer



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

PROGRESS REPORT

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Honorable Members of the Common Council

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Respectfully submitted,

ROGER M. BUNDY, Chairman

WILLIAM H. SHAW

GENE F. BRIQUEZ



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

PROGRESS REPORT

October 3, 1989

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

Re: Sewer Extension - Southern Boulevard and Terre Haute Road

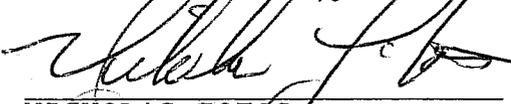
The ad hoc committee appointed to review the request for sewer extension at Southern Boulevard and Terre Haute Road met on September 20, 1989 at 8:00 P.M. in Room 432 in City Hall. In attendance were committee members Regan and Zotos. Also attending were Jack Schweitzer, William Buckley and David Grogins, the attorney for the petitioner.

Mr. Buckley explained that he was requesting additional funding for engineering studies to determine the improvements necessary for the expansion of the City sewer service area to this proposed development. He feels this expense should be paid by the petitioner since he is the sole reason for the study. Mr. Buckley stated that approximately \$1,500 has been spent of sewer fund money for some of this study since his last report was not acted upon by the Council. Now, approximately \$3,000 is necessary to complete the study. Mr. Grogins indicated that the petitioner is agreeable to pay the cost of the study.

Mr. Zotos stated that he feels that this study is something the City should provide for its taxpayers and therefore Mr. Buckley should get the money from a City source and pay for the study.

Respectfully submitted,


ARTHUR D. REGAN, Chairman


NICHOLAS ZOTOS


ARTHUR CRESCI



45

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

PROGRESS REPORT

October 3, 1989

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

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Respectfully submitted,

ARTHUR D. REGAN, Chairman

NICHOLAS ZOTOS

ARTHUR CRESCI

46

AUG. 27 1989

Honorable Mayor Joseph H. Sauer.
" members of the Common Council.

RE. To amend the agreement with
the parking Authority concerning
annual payments to the city of
Danbury.

I respectfully request an ad hoc
Committee for the following amendment
to be added to the agreement.

PROPOSE A NEW FIRST SENTENCE IN PARAGRAPH TWO ON PAGE TWO:

"Subject to the further provisions hereof, the Danbury
Parking Authority does also hereby agree to make additional
annual payments to the City of Danbury until the City of
Danbury has been fully reimbursed for all of its expenses in
connection with this project, including interest."

Louis T. Charles. Councilman 7TH D.

AGREEMENT

THIS AGREEMENT is made this day of , 1989
by and between the City of Danbury, a municipal corporation,
organized and existing under and by virtue of the laws of the
State of Connecticut, located in Fairfield County and acting
herein by Joseph H. Sauer, Jr., its Mayor, hereunto duly
authorized, and the Danbury Parking Authority, a body corporate
and politic, organized and existing by virtue of the Special
Acts of the State of Connecticut, having a principal office on
National Place in Danbury, Connecticut and acting herein
by , its , hereunto duly authorized.

WHEREAS, ~~the~~ Danbury Parking Authority and the City of
Danbury wish to construct a parking garage on Library Place in
Danbury; and

WHEREAS, the City of Danbury is willing to authorize the
issuance of General Obligation Bonds to finance the
construction of such a garage in accordance with the proposed
ordinance attached hereto as Schedule A; and

WHEREAS, the City of Danbury is only willing to approve
said ordinance if the Danbury Parking Authority agrees to lend
its financial support to the project;

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NOW, THEREFORE, IT IS HEREBY AGREED by the parties hereto that in consideration for the approval by the City of Danbury of the issuance of said General Obligation Bonds (hereinafter the "Bonds"), the Danbury Parking Authority does hereby agree to transfer its current surplus in the amount of \$219,200.00 to the City of Danbury in five equal annual payments of \$43,840.00. The first of said payments shall be made not later than thirty (30) days prior to the first interest payment due from the City of Danbury on the Bonds. Subsequent payments shall be made on or before the anniversary date of said first payment in each of the four immediately succeeding years.

> Subject to the further provisions hereof, the Danbury Parking Authority does also hereby agree to make twenty (20) additional annual payments to the City of Danbury covering the twenty-year life of said Bonds. Said payments shall be made within sixty (60) days following the completion of the annual Parking Authority audit. Said payments shall represent a portion of the Parking Authority surplus and shall be in an amount, as determined by the Director of Finance of the City of Danbury, equal to the amount of those funds of the Parking Authority which are in excess of 20% of its audited operating expenses for the prior year, if any.

In the event of an emergency which justifies the retention by the Danbury Parking Authority of any portion of the funds which would otherwise be transferred to the City of Danbury hereunder, the Parking Authority shall be entitled to seek Common Council approval to retain any such portion.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this day of , 1989.

Signed, sealed and delivered
in the presence of:

CITY OF DANBURY

By: _____
Joseph H. Sauer, Jr.
Its Mayor

DANBURY PARKING AUTHORITY

By: _____

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

On this the _____ day of _____, 1989, before me, Eric L. Gottschalk, the undersigned officer, personally appeared Joseph H. Sauer, Jr., who acknowledged himself to be the Mayor of the City of Danbury, a municipal corporation, and that he as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes contained therein by signing the name of the corporation by himself as Mayor.

IN WITNESS WHEREOF, I hereunto set my hand and seal this _____ day of _____, 1989.

Eric L. Gottschalk
Commissioner of the Superior Court

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

On this the _____ day of _____, 1989, before me, _____, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of the Danbury Parking Authority, a body corporate and politic, of the City of Danbury and State of Connecticut, and that he as such _____, being authorized so to do, executed the foregoing instrument for the purposes contained therein by signing the name of the Danbury Parking Authority by himself as _____.

IN WITNESS WHEREOF, I hereunto set my hand and seal this _____ day of _____, 1989.

Commissioner of the Superior Court
Notary Public

My commission expires _____.

LEASE EXTENSION AGREEMENT

THIS AGREEMENT, made this day of OCTOBER, A.D., 1989, by and between MARIA DA SILVA and MARIA DA SILVA, EXECUTRIX OF THE ESTATE OF JOSEPH DA SILVA, of the City of Danbury, County of Fairfield and State of Connecticut, hereinafter referred to as LESSOR; and THE CITY OF DANBURY, a Municipal Corporation, organized and existing under the laws of the State of Connecticut, hereinafter referred to as LESSEE.

W I T N E S S E T H:

WHEREAS, the parties hereto have entered into a Lease Agreement, dated October 28, 1986, for premises located at 111-113 Main Street, Danbury, Connecticut (the "Lease"); and

WHEREAS, said Lease terms expires on November 30, 1989 and the parties wish to extend the term for an additional Three (3) years; and

NOW, THEREFORE, in consideration of ONE (\$1.00) DOLLAR and other valuable consideration, and of the agreements herein contained, the parties agree as follows:

1. The Lease term shall be extended from December 1, 1989 to November 30, 1992, on all the same terms and conditions as contained in the above-stated Lease, except:

(a) LESSEE agrees to pay LESSOR, without demand, rent as follows:

(1) From DECEMBER 1, 1989 to NOVEMBER 30, 1990, equal monthly installments of ONE THOUSAND SEVEN HUNDRED FIFTY (\$1,750.00) DOLLARS, on the first day of each month in advance;

(2) From DECEMBER 1, 1990 to NOVEMBER 30, 1991, equal monthly installments of TWO THOUSAND (\$2,000.00) DOLLARS, on the first day of each month in advance; and

