

COMMON COUNCIL MEETING

JUNE 7, 1988

Meeting to be called to order at 8:00 P.M. by the Honorable Mayor Joseph H. Sauer.

PLEDGE OF ALLEGIANCE

PRAYER

ROLL CALL

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

17 Present 4 Absent

CONSENT CALENDAR

The Consent Calendar was

MINUTES of the Common Council Meeting held May 3, 1988 and the Special Common Council Meeting held May 12-13, 1988. The Minutes were

- ✓ 1 **COMMUNICATION** - City Employees Serving on Boards and Commissions
The Communication was

- ✓ 2 **COMMUNICATION** - Donation to Danbury Library
The Communication was

- ✓ 3 **COMMUNICATION & CERTIFICATION** - Request for Funds for the Common Council
The Communication and Certification were

- ✓ 4 **COMMUNICATION & CERTIFICATION** - City of Danbury, et al. v. Connecticut Air Service, Inc.
The Communication and Certification were

- ✓ 5 **COMMUNICATION & CERTIFICATION** - Appropriations requested for Special Litigation Account and Outside Services Account
The Communication & Certification were

- ✓ 6 **COMMUNICATION & CERTIFICATION** - Request for Funds for the Hiring of Consultants
The Communication and Certification were

- ✓ 7 **COMMUNICATION** - Easement Acquisition Phase III Transmission Main Project
The Communication was

- ✓ 8 **COMMUNICATION** - Request for Easement on Aunt Hack Road
The Communication was

- ✓ 9 **COMMUNICATION** - Hampton Estates, Tiffany Drive, Ralto Court
The Communication was

- ✓10 **COMMUNICATION & RESOLUTION** - Westminster Woods
The Communication & Resolution were
-
- ✓11 **COMMUNICATION** - Balmforth/Maple Avenue Road Improvement Bridge
The Communication was
-
- ✓12 **COMMUNICATION** - Road Widening Parcel - Boyce Road
The Communication was
-
- ✓13 **COMMUNICATION** - Offer of Land at Candlewood Vista
The Communication was
-
- ✓14 **COMMUNICATION** - Request for Sewer Extension - Commerce Drive
The Communication was
-
- ✓15 **COMMUNICATION** - Petition for the installation of a traffic light
at Shelter Rock Road
The Communication was
-
- ✓16 **COMMUNICATION** - Property at 9 Bank Street
The Communication was
-
- ✓17 **COMMUNICATION** - Sears, Roebuck & Co., v. City of Danbury
The Communication was
-
- ✓18 **COMMUNICATION** - Richter Park Authority - Request for Restoration
of Funds
The Communication was
-
- ✓19 **COMMUNICATION** - Request to bring East Starrs Plain Road up to City
Specifications
-
- ✓20 **COMMUNICATION** - Road Paving/Drainage Problems Hawthorne Cove Road
The Communication was
-
- ✓21 **COMMUNICATION** - Adjustment to Building Permit Fees
The Communication was
-
- ✓22 **COMMUNICATION** - Roof Repairs, Engines 3 , 5 & Headquarters
The Communication was
-
- ✓23 **COMMUNICATION** - Report from Tax Assessor on 93 Boulevard Drive
The Communication was
-
- ✓24 **DEPARTMENT REPORTS** - Public Works, Building, Health, Airport
Administrator, Fire Chief, Fire Marshall, Police
The Department Reports
-
- ✓25 **REPORT & ORDINANCE** - Replacing Steel Traffic Drums with Plastic
The Report and Ordinance were
-
- ✓26 **REPORT & ORDINANCE** - City Historian
The Report and Ordinance were
-
- ✓27 **REPORT & ORDINANCE** - Parking Violations
The Report and Ordinance were

✓28 REPORT - Amendment to Purchasing Department Manual
The Report was

✓29 REPORT - Street Renumbering - East Lake Road
The Report was

✓30 REPORT - Sunset Review Committee
The Report was

✓31 REPORT - Request to Purchase land at 80 Chambers Road
The Report was

✓32 REPORT - Disposal of Construction and Demolition Debris
The Report was

✓33 REPORT - Repairs to Sidewalks on Myrtle Avenue
The Report was

34 REPORT - Dancon Corp. - Final Subdivision, Briar Ridge Estates
The Report was *withdrawn*

✓35 REPORT - Proposed Leases
The Report was

✓36 REPORT - Conn. DOT v. City of Danbury - Rest Area Outfall Sewer
The Report was

✓37 PROGRESS REPORT - Lease - City of Danbury and New England Aircraft
The Progress Report was

✓38 REPORT - Repaving of East King Street
The Report was

✓39 *P. word - for - tonnage - Ord. - 16 A. 31 - Ref. to P. H*
✓40 *City of Danbury v State of Conn.*

PUBLIC SPEAKING

✓41 *airport
condemnation settlement*

There being no further business to come before the Common Council a motion was made by _____ and seconded by _____ for the meeting to be adjourned at _____ p.m.

CONSENT CALENDAR

June 7, 1988

- 3 - Communication and Certification - Request for Funds for Common Council
- 9 - Communication - Hampton Estates, Tiffany Drive, Ralton Court
- 13 - Communication - Offer of Land at Candlewood Vista
- 16 - Communication - Property at 9 Bank Street
- 23 - Communication - Report from Tax Assessor on 93 Boulevard Drive
- 31 - Report - Request to purchase land at 80 Chambers Road
- 32 - Report - Disposal of Construction and Demolition Debris
- 33 - Report - Repairs to Sidewalks on Myrtle Avenue
- 34 - Report - Dancon Corp. - Final Subdivision, Briar Ridge Estates
- 36 - Report - Conn. DOT v. City of Danbury - Rest Area Outfall Sewer
- 37 - Progress Report - Lease, City of Danbury and New England Aircraft

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	✓	
ROBERT D. GODFREY	✓	
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	✓	
	17	4

#27

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		✓
ROBERT D. GODFREY	✓	
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 yes

6 no



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

May 19, 1988

TO: Honorable Mayor Joseph Sauer
Honorable Common Council Members

SUBJECT: **CITY EMPLOYEES SERVING ON
BOARDS AND COMMISSIONS**

Colleagues, in March 1988, we denied an individual the opportunity to serve our City on a board or commission based on the following incorrect statement, "... prior Council had adopted a resolution which covered the appointments of City employees, elected officials and current members of boards and commissions to be appointed to any other board or commission;" as noted in the Committee report.

In May 1988, we approved of a City employee serving on a board due to research which determined that the prior resolution dealt only with prohibiting City employees from serving on land use boards and commissions.

I believe that as a Council we must be consistent and fair in all of our dealings. Therefore, I respectfully request that an ad hoc committee be formed to review whether or not municipal employees should be allowed to serve on boards or commissions.

I ask that Corporation Counsel also add input to the selected Council committee; and that this Council develop its own Resolution dealing with this issue.

Respectfully,

Lovie D. Bourne
First Ward Representative



DANBURY
PUBLIC
LIBRARY

2

170 MAIN STREET
DANBURY, CONNECTICUT 06810
(203) 797-4505

received
5/31/88

May 27, 1988

Mayor Joseph Sauer

City Hall

Dear Mayor Sauer:

The Library has received a donation from The Woman's Club of Danbury and New Fairfield totaling \$100. I would like to put the money into the Library's Recordings line-time #02-07-101-061203 to purchase compact discs.

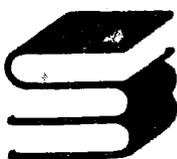
Will you place this item on the agenda for the June Common Council meeting?

Sincerely,

Betsy
Betsy Lyke
Director

cc: D. Setaro
City Clerk

*ok
JHS*



DANBURY
PUBLIC
LIBRARY

170 MAIN STREET

DANBURY, CONNECTICUT 06810

(203) 797-4505

May 27, 1988

Mayor Joseph Sauer

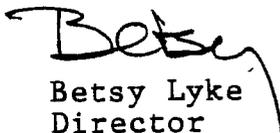
City Hall

Dear Mayor Sauer:

The Library has received a donation from The Woman's Club of Danbury and New Fairfield totaling \$100. I would like to put the money into the Library's Recordings line-time #02-07-101-061203 to purchase compact discs.

Will you place this item on the agenda for the June Common Council meeting?

Sincerely,


Betsy Lyke
Director

cc: D. Setaro
City Clerk



CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

**DEPARTMENT
OF FINANCE**

May 23, 1988

Certification #67

TO: Common Council via
Mayor Joseph H. Sauer

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

I hereby certify the availability of \$1,000.00 to be transferred from the General Fund fund balance to the following accounts of the Common Council:

02-01-100-022000	Printing and Binding	790.00
02-01-100-029500	Outside Services	210.00
		<u>\$1,000.00</u>

Balance of G.F. Fund Balance	\$1,042,806.30
Less pending requests	31,783.00
Less this request	1,000.00
	<u>\$1,010,023.30</u>



Dominic A. Setaro, Jr.

DAS/af



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

May 19, 1988

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

Dear Mayor and Council Members:

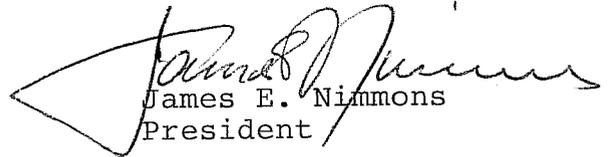
It is necessary for the sum of \$1,000 to be added to the Common Council's budget to supplement the following accounts:

022000 Printing and Binding	790.00
029500 Outside Services	<u>210.00</u>
Total	\$1,000.00

This appropriation is necessary to pay outstanding invoices and to continue operation for the balance of the 1987-88 fiscal year.

Thank you very much for your consideration.

Sincerely yours,


James E. Nimmons
President



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

May 6, 1988

PLEASE REPLY TO:

DANBURY, CT 06810

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

Re: City of Danbury, et al vs.
Connecticut Air Service, Inc., et al

Dear Mayor and Council Members:

Attached please find statement of Bai, Pollock and
Dunnigan for professional services rendered in connection with
the above-referenced case.

I am requesting that you appropriate the sum of \$3,783.00
as the total amount currently due, inasmuch as the prior
balance of 6,483.20 was paid on March 29, 1988.

Very truly yours,

Robert T. Resha
Corporation Counsel

RTR:cr

Attachment

APR 8 1988

4

City of Danbury
c/o Laszlo L. Pinter, Esquire
155 Deer Hill Avenue
Danbury, Connecticut 06810

TO
BAI, POLLOCK AND DUNNIGAN
ATTORNEYS AND COUNSELORS AT LAW
SUITE 820
CONNECTICUT BANK & TRUST TOWER
10 MIDDLE STREET
BRIDGEPORT, CONNECTICUT 06604
TIN 06-0902347

April 5, 1988

SERVICES RENDERED RE: City of Danbury, et al vs. Connecticut
Air Service, Inc., et al - Our File #: 88-0082-W

INTERIM BILLING - 2/29/88 to 3/29/88

<u>DATE</u>	<u>TIME</u>	<u>ATTORNEY</u>	<u>SERVICES</u>
3/1/88	1.7	PVK	Preparation of motion for protective order; legal research
3/2/88	1.0	PVK	Preparation of motion for protective order
3/4/88	0.1	PVK	Telephone conference with Attorney Orleans
3/7/88	6.5	PVK	Review of file; telephone conference with Attorney Pinter; conference with Attorney Pinter, Mr. Gottschalk and Mr. Rothberg; review of documents re disclosure
3/8/88	0.4	PVK	Telephone conference with Attorney Pinter
3/10/88	0.3	PVK	Telephone conference with Attorney Orleans and Attorney Pinter
3/11/88	0.7	KDD	Inter-office conference with Attorney Von Kuhn; telephone conference with Attorney Schrader and Attorney Pinter; legal research
	0.2	PVK	Inter-office conference with Attorney Dunnigan
3/12/88	1.6	KDD	Conference with Attorney Schrader; review of memorandum of law in opposition to motion to dismiss

City of Danbury
c/o Laszlo L. Pinter, Esquire
155 Deer Hill Avenue
Danbury, Connecticut 06810

TO

BAI, POLLOCK AND DUNNIGAN
ATTORNEYS AND COUNSELORS AT LAW
SUITE 820
CONNECTICUT BANK & TRUST TOWER
10 MIDDLE STREET
BRIDGEPORT, CONNECTICUT 06604
TIN 06-0902347

April 5, 1988

Page 2

RE: City of Danbury, et al vs. Connecticut
Air Service, Inc., et al

3/14/88	2.2	KDD	Review of plaintiff's objection; review of plaintiff's memorandum; preparation and filing of reclaim; telephone conference with Attorney Pinter
3/15/88	0.8	KDD	Telephone conference with Attorney Pinter; review of correspondence from Attorney Orleans; preparation of file memorandum; inter-office conference with Attorney Von Kuhn
	2.6	PVK	Preparation of motion for extension of time; preparation of objection to motion for sanctions
3/16/88	3.1	PVK	Preparation and filing of memorandum of law in opposition to motion for sanctions; legal research
3/17/88	1.3	KDD	Telephone conference with Attorney Pinter; preparation of correspondence to Attorney Pinter; inter-office conference with Attorney Von Kuhn; review of co-defendant's discovery requests
3/22/88	5.5	PVK	Preparation of response to plaintiff's memorandum of law in opposition to motion to dismiss
3/23/88	1.0	KDD	Inter-office conference with Attorney Von Kuhn; review and preparation of supplemental memorandum of law and production request; research of law re FAR

City of Danbury
c/o Laszlo L. Pinter, Esquire
155 Deer Hill Avenue
Danbury, Connecticut 06810

TO

BAI, POLLOCK AND DUNNIGAN
ATTORNEYS AND COUNSELORS AT LAW
SUITE 820
CONNECTICUT BANK & TRUST TOWER
10 MIDDLE STREET
BRIDGEPORT, CONNECTICUT 06604
TIN 06-0902347

April 5, 1988

Page 3

RE: City of Danbury, et al vs. Connecticut
Air Service, Inc., et al

	2.5	PVK	Preparation and filing of response to plaintiff's objection to motion to dismiss; research and preparation of response to production request	
3/24/88	0.8	KDD	Telephone conference with Attorney Pinter; inter-office conference with Attorney Von Kuhn; legal research	
	0.4	PVK	Inter-office conference with Attorney Dunnigan; telephone conference with Attorney Lenz	
3/28/88	1.5	PVK	Attendance at Superior Court - Danbury - re motion to dismiss (Flynn, J.)	
3/29/88	2.2	KDD	Review of production request; preparation and filing of objection; preparation of correspondence to Attorney Pinter; preparation and filing of motion for non-suit; review of deposition and trial transcripts; preparation for status conference	
10.6	hours at \$150.00 per hour (partner's time)			1,590.00
25.8	hours at \$ 85.00 per hour (associate's time)			2,193.00
				<u>3,783.00</u>

Previous interim billing - 1/3/88 to 2/29/88 *Pd. 3/29/88 Check No. 27568* ~~6,483.20~~

TOTAL AMOUNT DUE

~~\$10,266.20~~

3,783.00



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

**DEPARTMENT
OF FINANCE**

May 11, 1988

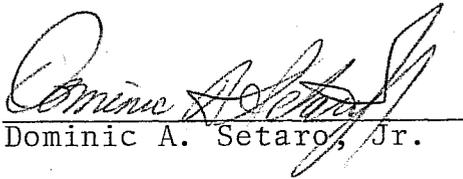
Certification #66

TO: Common Council via
Mayor Joseph H. Sauer

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

I hereby certify the availability of \$3,783.00 to be transferred from the General Fund fund balance to the Corporation Counsel, Account #02-01-150-020100, Professional Service.

Balance of G.F. Fund Balance	\$1,042,806.30
Less pending requests	28,000.00
Less this request	3,783.00
	<hr/>
	\$1,011,023.30



Dominic A. Setaro, Jr.

DAS/af



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

**DEPARTMENT
OF FINANCE**

June 3, 1988

Certification #68

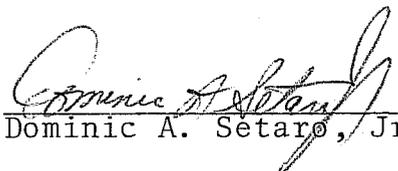
TO: Common Council via
Mayor Joseph H. Sauer

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

I hereby certify the availability of \$18,100.00 to be transferred from the General Fund fund balance to the following accounts of the Corporation Counsel:

02-01-150-029500	Outside Services	\$ 5,400.00
02-01-150-020108	Litigation Special	12,700.00
		<u>\$18,100.00</u>

Balance of G.F. Fund Balance	\$1,020,806.30
Less pending requests	10,783.00
Less this request	18,100.00
	<u>\$ 991,923.30</u>



Dominic A. Setaro, Jr.

DAS/af



5

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

May 31, 1988

PLEASE REPLY TO:

DANBURY, CT 06810

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

Re: Appropriations Requested for Special Litigation Account
and Outside Services Account - Corporation Counsel

Dear Mayor and Council Members:

The Office of the Corporation Counsel is currently underfunded in the approximate amount of \$18,100 for fiscal year 1987-88.

Attached find statements for professional services rendered in litigation matters by the law firms of Bai, Pollock and Dunnigan and Michelson, Kane, Royster & Barger in the total amount of \$4,386.97. These statements are paid from the Corporation Counsel's Outside Services Account. Inasmuch as I am projecting additional expenses of approximately \$1,000 to be paid from this account, I hereby request that the Council appropriate \$5,400.00 for the Outside Services Account.

Also attached are statements from Assistant Corporation Counsel John Jowdy and George Sakellares totalling \$6,205.67 to be paid from the Special Litigation Account which is presently overdrawn by approximately \$2,500. Anticipating additional amounts that will be submitted for the last two months of the fiscal year, I respectfully request that a total of \$12,700 be appropriated to the Special Litigation Account.

Very truly yours

Robert T. Resha
Corporation Counsel

RTR:cr

Attachments

3
MAY 12 1988

5/10/88
INVOICE: 007783
PAGE: 1

CITY OF DANBURY
C/O TOWN COUNCIL
155 DEER HILL AVENUE
DANBURY, CT 06810

LEAKING ROOFS
CLNT/AGN: 8/1

FOR PROFESSIONAL SERVICES RENDERED

=====

DATE	ATTY	DESCRIPTION OF SERVICE	HOURS	AMOUNT
4/05/88	THC	REVIEW OF PLEADINGS CORRESPONDENCE TO DANBURY COUNSEL	.3	\$37.5
4/20/88	THC	ATTENDANCE AT COURT ; REPORT LETTER TO CLIENT MOTION FOR NONSUIT DEMAND FOR DISCLOSURE OF DEFENSE	1.25	\$156.2
		TOTAL HOURS	1.55	
		TOTAL AMOUNT		\$193.7

CURRENT BILLING : \$193.75
PREVIOUS STATEMENT AMOUNT: \$0.00
TOTAL BILLING AMOUNT : \$193.75
LESS: CURRENT RECEIPTS : \$0.00
TOTAL AMOUNT DUE : \$193.75

Approved
5/14/88
R. [Signature]

MAY 16 1988

5

City of Danbury
c/o Laszlo L. Pinter, Esquire
155 Deer Hill Avenue
Danbury, Connecticut 06810

TO

BAI. POLLOCK AND DUNNIGAN
ATTORNEYS AND COUNSELORS AT LAW
SUITE 820
CONNECTICUT BANK & TRUST TOWER
10 MIDDLE STREET
BRIDGEPORT, CONNECTICUT 06604
TIN 06-0902347

May 5, 1988

SERVICES RENDERED RE: City of Danbury, et al vs. Connecticut
Air Service, Inc., et al - Our File #: 88-0082-W

INTERIM BILLING - 3/29/88 to 4/29/88

<u>DATE</u>	<u>TIME</u>	<u>ATTORNEY</u>	<u>SERVICES</u>
4/1/88	0.8	KDD	Drafting and filing interrogatories and request for production
4/8/88	1.2	KDD	Review of amended complaint (USDC); legal research; inter-office conference with Attorney Grandon
4/12/88	0.4	PVK	Drafting and filing objection to affidavit
	8.0	BGG	Review of complaint in federal action; research of law re summary judgment and motion to dismiss/abstention
4/13/88	0.6	KDD	Telephone conference with Attorney Pinter; inter-office conference with Attorney Grandon
4/14/88	2.6	PVK	Drafting and filing answers to request for production; telephone conference with Attorney Pinter
	14.1	BGG	Review of complaint in federal action; research of law re summary judgment and motion to dismiss/abstention
4/15/88	0.7	PVK	Telephone conference with Attorney Pinter; drafting and filing answers to request for production
	9.0	BGG	Review of complaint in federal action; research of law re summary judgment and motion to dismiss/abstention

City of Danbury
c/o Laszlo L. Pinter, Esquire
155 Deer Hill Avenue
Danbury, Connecticut 06810

TO
BAI, POLLOCK AND DUNNIGAN
ATTORNEYS AND COUNSELORS AT LAW
SUITE 820
CONNECTICUT BANK & TRUST TOWER
10 MIDDLE STREET
BRIDGEPORT, CONNECTICUT 06604
TIN 06-0902347

May 5, 1988 Page 2

RE: City of Danbury, et al vs. Connecticut
Air Service, Inc., et al

4/18/88	0.4	PVK	Telephone conference with Attorney Pinter
	2.4	BGG	Drafting and filing memorandum of law in support of dismissal/abstention; drafting motion for extension of time
4/20/88	0.5	BGG	Drafting and filing memorandum of law in support of dismissal/abstention
4/21/88	0.7	PVK	Telephone conference with Attorney Pinter and Attorney Orleans; drafting and filing answers to request for production
4/25/88	5.5	BGG	Drafting and filing memorandum of law in support of dismissal/abstention
4/28/88	0.2	PVK	Telephone conference with Attorney Orleans

2.6 hours at \$150.00 per hour (partner's time)	390.00
44.5 hours at \$ 85.00 per hour (associate's time)	<u>3,782.50</u>

TOTAL 4,172.50

DISBURSEMENTS OF BAI, POLLOCK & DUNNIGAN:

Photocopies - pleadings, etc.	<u>20.72</u>
-------------------------------	--------------

TOTAL AMOUNT DUE \$4,193.22

Approved 5/25/88
[Signature]



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

May 1, 1988

Robert T. Resha
Corporation Counsel
155 Deer Hill Avenue
Danbury, CT 06810

FOR PROFESSIONAL SERVICES:

RE: Environmental Impact Commission vs. Hawley, Gary and David
(Landseidel Estates) Lit File No. 43.88 JJ

Telephone Conferences with Attorney Jaber
Conference with Judy Cronin RE: Return of record
Executive Session
Conference with Susan Steiner

Total Hours: 1.1 @ \$60

\$ 66.00

RE: City of Danbury, et al vs. Antous, George, et al
(Zoning violation) Lit File No. 56.88 JJ

Conference with Art Bohan
Conference with Wayne Skelly RE: Status

Total Hours: 0.2 @ \$60

12.00

RE: Planning and Zoning Commission vs. J & M Realty & Investment
(RE: Payne Road Development) Lit File No. 50.88 JJ

Research Voting Statutes and Cases
Review Meeting Transcript
Telephone Conference with Attorney Frizzell
Telephone Conference with Attorney Jaber

Total Hours: 0.7 @ \$60

42.00



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

ROBERT T. RESHA
CORPORATION COUNSEL

PLEASE REPLY TO:

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

DANBURY, CT 06810

Robert T. Resha
Page 2
May 1, 1988

RE: Zoning Commission vs. Peter Scalzo
Lit File No. 53.88 JJ

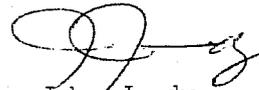
Telephone Conference with Attorney Kahn
Review Complaint
Preparation of Request to Revise

Total Hours: 1.6

TOTAL DUE:

96.00
\$216.00

Respectfully submitted,


John Jowdy

Approved 5/25/88
[Signature]



5

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:
13 Harmony Street
DANBURY, CT 06810
744-5564

March 31, 1988

FOR PROFESSIONAL SERVICES RENDERED

QUINN v. LISEE

Telephone conferences with Health Department
Telephone conference with Wayne Skelly
Correspondence to Court
Correspondence to Sheriff
Telephone conferences with Martin Rader,
Defendant's attorney
Court appearance re Application for
Temporary Injunction
Memo to file

Total Time 3 hours @ \$60.00 \$ 180.00

QUINN v. SMITH

Telephone conferences with M. Smith
Correspondence with M. Smith
Review of file
Preparation of Verified Complaint
and supporting court documents
Obtaining signatures and arranging for service
Telephone conferences with Health Department
Correspondence to Health Department

Total Time 3.5 hours @ \$60.00 210.00

QUINN v. STACK

Review of file
Research of subject matter
Opinion in connection with request of
Health Department

Total Time 2 hours @ \$60.00 120.00

Eric L. Gottschalk



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

Page 2
March 31, 1988

PLEASE REPLY TO:

DANBURY, CT 06810

CITY OF BRIDGEPORT v. CITY OF DANBURY

Review of file
Discussions with D. McKenzie of
City Welfare Department
Filing of appearance

Total Time 2.5 hours @ \$60.00

150.00

QUINN v. JOURDAIN

Court appearance re Application for Temporary Injunction
Filing Pro Se Appearance for Defendant
Correspondence to Defendant
Memo to File

Total Time 1.5 hours @ \$60.00

90.00

CITY OF DANBURY v. EWUD

Correspondence to L. Riefberg, Esq.
Correspondence to D. Setaro
Discussions with L. Pinter

Total Time 1 hour @ \$60.00

60.00

CITY OF DANBURY v. BINNETTE

Telephone conference with Defendant's
insurance agent
Telephone conferences with Defendant's
attorney
Telephone conferences with Defendant
Conference with Thomas Fabiano
Securing Police Report
Correspondence to Defendant's
insurance carrier
Correspondence to D. Setaro

Total Time 2 hours @ \$60.00

120.00



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

Page 3
March 31, 1988

PLEASE REPLY TO:

DANBURY, CT 06810

CITY OF DANBURY v. BURDICK

Meeting with D. McKenzie, City Welfare
Telephone conferences with Atty. Bochino
Correspondence with Atty. Bochino
Preparation of Affidavit
Correspondence to Superior Court
Correspondence to D. McKenzie
Telephone conference with D. McKenzie
Preparation of file for Deposition

Total Time 3 hours @ \$60.00

180.00

CITY OF DANBURY v. WALTER

Telephone conferences with Atty. Bochino
Meeting with D. McKenzie, City Welfare
Correspondence to Atty. Bochino
Appearance Short Calendar re Motion to
Set Aside
Correspondence to D. McKenzie
Telephone conference with D. McKenzie

Total Time 2.5 hours @ \$60.00

150.00

QUINN v. HAMMER

Review of file
Preparation of Verified Complaint and supporting
court documents
Obtaining Signatures and Arranging Service
Telephone conference with Health Department
Correspondence with Health Department
Court appearance
Correspondence to Defendant
Preparation of Withdrawl of Action
Correspondence to Clerk's Office

Total Time 4 hours @ \$60.00

240.00

Keep 1 file.



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

Page 4
March 31, 1988

PLEASE REPLY TO:

DANBURY, CT 06810

PETTERSON v. CITY OF DANBURY

Telephone Conference with Atty. Mazzucco
Telephone conference with Atty. Leheny
Telephone conference with Leo Null
Telephone conferences with Atty. Van Lenten
Conference with T. Fabiano
Review of File
Filing Appearance
Office conference with Fred Jeans, Insurance Adjuster
Telephone conferences with Fred Jeans

Total Time 3.5 hours @ \$60.00 210.00

CITY OF DANBURY v. J. J. TRUCKING

Review of file
Filing appearance
Correspondence to Insurance Company
Correspondence to D. Setaro
Preparation and filing of Withdrawal of Action

Total Time 2.5 hours @ \$60.00 150.00

CITY OF DANBURY v. RING

Review of file
Telephone conference with Defendant's
Insurance Agent
Correspondence to Defendant
Preparation of Writ
Securing signatures on military service affidavit
Securing Sheriff's Service
Returning Writ to Court

Total Time 3 hours @ \$60.00 180.00

George S. Sakellares



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

Page 5
March 31, 1988

PLEASE REPLY TO:

DANBURY, CT 06810

QUINN v. CHAMMAS

Review of file
Preparation of Verified Complaint
and supporting court documents
Obtaining signatures and arranging for service
Telephone conference with Health Department
Correspondence with Health Department
Court appearance
Memo to File

Total Time 4 hours @ \$60.00

240.00

QUINN v. WATSON

Review of file
Preparation of Verified Complaint and
supporting court documents
Obtaining signatures and arranging for service
Telephone conference with Health Department
Correspondence to Health Department
Court appearance re Temporary Injunction
Securing copies, arranging for Service
Court appearance

Total Time 5.45 hours @ \$60.00

345.00

QUINN v. PILEWSKI

Review of file
Conference with Wm. Quinn
Telephone conference with Defendant's Attorney
Securing Release of Violation
Telephone Conference with Atty. Leheny
Forwarding Release of Violation
to Defendant's attorney

Total Time 2 hours @ \$60.00

120.00

Eric L. Gottschalk



5

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

Page 6
March 31, 1988

PLEASE REPLY TO:

DANBURY, CT 06810

QUINN v. DESIGN CIRCUITS

Conference with Wm. Quinn
Review of Ordinance
Review of correspondence from Health
Department to Design Circuits

Total Time 1.5 hours @ \$60.00

90.00

AMERICAN EXCESS v. CONNECTICUT UNDERWRITERS

Conference with T. Fabiano
Securing copies of documents
Preparation and filing of Motion for Extension of Time
Review of File

Total Time 3 hours @ \$60.00

180.00

QUINN v. WATSON, ET AL (#4)

Review of File
Preparation of Application for Temporary Injunction
and supporting court documents
Correspondence to Superior Court
Telephone conference with Comptroller's office
Conference with Health Department

Total Time 3.5 hours @ \$60.00

210.00

QUINN v. TARTAGLIA, ET AL

Review of file
Telephone conference to Health Department
Conference with Atty. Leheny
Filing of Appearance
Correspondence to Court
Correspondence to Wm. Quinn

Total Time 2.45 hours @ \$60.00

165.00

Eric L. Gottschalk



5

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

Page 7
March 31, 1988

PLEASE REPLY TO:

DANBURY, CT 06810

QUINN v. PENEDO

Preparation of Application for Temporary Injunction
Review of File
Conference with Health Department
Correspondence with Health Department

Total Time 3 hours @ \$60.00 180.00

HOVI v. SCHORT, ET AL

Review of Writ
Conference with Wm. Quinn, D. Melillo
and A. Schort

Total Time 2.5 hours @ \$60.00 150.00

NULL v. ANTOUS, ET AL

Appearance Superior Court
Telephone conference with Atty. Hornig and Leo Null

Total Time 1.45 hours @ \$60.00 105.00

QUINN v. CHAMMAS

Review of file
Correspondence to Atty. Saffi
and Attorney General's Office
Telephone conference with Atty. Jowdy
Preparation of two Releases of Attachment
and preparation of two Releases Lis Pendens
Review of Relocation Act
Securing relocation funds due City of Danbury
Correspondence to D. Setaro
Telephone conference with Atty. Marcus and
Atty. Saffi

Total Time 3.5 hours @ \$60.00 210.00

Handwritten notes and signatures at the bottom left of the page.



5

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

Page 8
March 31, 1988

PLEASE REPLY TO:

DANBURY, CT 06810

QUINN v. BABANIKAS

Review of file
Discussion with Health Department
Preparation of Application for Temporary Injunction
and supporting court documents
Conference with Health Department

Total Time 3 hours @ \$60.00

180.00

QUINN v. LENA (#1 and #2)

Review of files
Discussion with Atty. Dimyan
Filing appearances
Preparation of Motions for Judgment
Correspondence to Superior Court

Total Time 2 hours @ \$60.00

120.00

QUINN v. CRAFTSMEN LAND DEVELOPMENT CO.

Review of file
Discussions with Health Department
Preparation of Application for Temporary Injunction
and supporting court documents
Correspondence to Health Department
Discussions with Defendant's attorney re
complaints to Police Department, etc.

Total Time 4 hours @ \$60.00

240.00

QUINN v. RIVIERA

Review of file
Discussions with Health Department
Preparation of Application for Temporary Injunction
and supporting court documents
Conference with Health Department

Total Time 3.5 hours @ \$60.00

210.00



5

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

Page 9
March 31, 1988

PLEASE REPLY TO:

DANBURY, CT 06810

JOINT CONFERENCE WITH HEALTH DEPARTMENT
and ZONING OFFICIALS re policy

Total Time 1.5 hours @ \$60.00 90.00

CITY OF DANBURY v. LISEE

Telephone conference with Bob Goden
Correspondence to GEICO
Telephone conference with Dick Taylor
Telephone conference with GEICO

Total time 1 hour @ \$60.00 60.00

QUINN v. TARTAGLIA

Review of file
Filing appearance
Court Appearance
Memo to file

Total 1.45 hours @ \$60.00 105.00

CITY OF DANBURY v. ROGER

Conference with Atty. Oliver,
Fred Jeans, Attorney for TPA
Review of Statutes re Welfare Requirements of
Lien

Total Time 1.5 hours @ \$60.00 90.00

QUINN v. COHEN

Court appearance
Preparation of Order for Court approval
Correspondence to Health Department
Correspondence to Cohen
Memo to file

Total Time 2 hours @ \$60.00 120.00

Handwritten initials/signature



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

Page 10
March 31, 1988

PLEASE REPLY TO:

DANBURY, CT 06810

Total Time \$ 5,250.00

Costs expended

Sheriff's Fees

Quinn v. Waters	\$ 42.80
Quinn v. Cohen, et al	62.20
Quinn v. Hanna	55.20
Quinn v. Lisee	42.80
Quinn v. Watson	61.20

Clerk, Superior Court

Quinn v. Smith	90.00
Quinn v. Hammer	90.00
Quinn v. Watson	90.00
Quinn v. Watson	90.00
Quinn v. Chammas	90.00

Long distance telephone calls 18.47

State of Connecticut Health Code 7.00

739.67
\$ 5,989.67

Eric L. Gottschalk

Approved 5/31/88
R. Resha



CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

**DEPARTMENT
OF FINANCE**

May 27, 1988

TO: Common Council via
Mayor Joseph H. Sauer

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

RE: Certification - Landfill Funds

I hereby certify the availability of \$75,000.00 to be transferred from the Landfill - Solid Waste Management Enterprise Fund fund balance to the Professional Service and Fees Account #02-03-126-020100.

Please be advised that this appropriation will be subject to approval by the Common Council and effective July 1, 1988, which will be for the 1988-89 budget year. It should be noted that, even though this transfer may be approved by the Common Council at its June 7, 1988 meeting, it would take effect for the 88-89 budget.



Dominic A. Setaro, Jr.

DAS/af



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

May 25, 1988

Dear Common Council Members,

I hereby request that you approve the appropriation of \$75,000 from the Landfill -- Solid Waste Management Fund to be used for the hiring of three consultants to advise the city on the proposed regional resource recovery facility.

The three consultants will cover separate areas: professional engineering services, financial services, and legal services.

Certification of funds will be provided by the Acting Director of Finance, Mr. Dominic Setaro.

These funds shall not be appropriated until July 1, 1988.

Sincerely yours,

Joseph H. Sauer, Jr.
Mayor

ok
to certify
JH
5/21/88



7

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

May 25, 1988

TO: City of Danbury Common Council
FROM: Mr. William J. Buckley, Supt. of Public Utilities
RE: EASEMENT ACQUISITION PHASE III TRANSMISSION MAIN PROJECT

Dear Common Council Members:

This is to request that a subcommittee of the Common Council be appointed for the purpose of reviewing and approving the easements necessary for the construction of the Phase III transmission main project along Route 37 in Danbury, Connecticut. The easements are two, one on the property of Mr. & Mrs. Hnat-Blain and the second on the property of Mrs. Josephine Martin. I have attached a drawing showing the two locations of the easements for your information.

Basically the Phase III project is part of an overall project to upgrade and improve the main transmission line carrying water from Margerie Reservoir into the City of Danbury. This phase of the project involves the laying of 36 inch pipeline between Golden Hill and Walnut Ave on Route 37. In order to install the water main on Route 37 in the vicinity of the Padanaram Brook crossing of Route 37, it is necessary to encroach on private property in order to avoid the bridge at that location.

I have discussed the matter with Mr. Gottschalk and he will be preparing the easement documents and acquisition papers for the subcommittee when they meet. Thank you for your consideration

and should there be any questions, do not hesitate to contact me.

WJB:bds

Enclosure

cc: Mr. Dan Minahan
Mr. Rick Gottschalk
Mr. Jack Schweitzer
Mr. Ralph Haestad

WATER MAIN EASEMENT
To Be Acquired From
Josephine Martin
18 Padanaram Road

A water main easement commencing at a Connecticut Highway Department monument on the westerly street line of Padanaram Road, thence running South 38° 07' 20" East a distance of 15.43 feet along said street line to a point; thence running North 79° 45' 31" West a distance of 23.15 feet, and North 45° 41' 10" West a distance of 93.54 feet all along land of the Grantor to a point in the center line of Padanaram Brook, thence South 65° 20' 13" East a distance of 7.48 feet and South 67° 49' 47" East a distance of 33.12 feet along the center line of Padanaram Brook and land now or formerly of Diane L. Hnat to a point in the westerly street line of Padanaram Road; thence South 45° 41' 10" East 59.70 feet along said street line to the point of beginning.

For a more particular description of the water easement, reference is made to a map entitled, "Map of Easements For Water Transmission Main Padanaram Road Danbury, Connecticut Scale 1"=20' May 27, 1988 by Roald Haestad, Inc. Waterbury, Connecticut", prepared and declared substantially correct by William S. Andres, P.E./L.S. No. 11665, which is to be filed in the Danbury Land Records.

WATER MAIN EASEMENT
To Be Acquired From
Diane L. Hnat
20 Padanaram Road

A water main easement commencing at a point on the westerly street line of Padanaram Road at the southeast corner of the Grantor's land, thence running North $67^{\circ} 49' 47''$ West 33.12 feet and North $65^{\circ} 20' 13''$ West 59.10 feet along the center line of Padanaram Brook and land now or formerly of Josephine Martin; thence North $04^{\circ} 17' 04''$ West 48.93 feet along land of the Grantor to a point on the westerly street line of Padanaram Road; thence South $45^{\circ} 41' 10''$ East 123.04 feet along said street line to the point of beginning.

For a more particular description of the water easement, reference is made to a map entitled, "Map of Easements For Water Transmission Main Padanaram Road Danbury, Connecticut Scale 1"=20' May 27, 1988 by Roald Haestad, Inc. Waterbury, Connecticut", prepared and declared substantially correct by William S. Andres, P.E./L.S. No. 11665, which is to be filed in the Danbury Land Records.

8

Dale L. Carlson
126 Aunt Hack Road
Danbury, CT 06811

April 29, 1988

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

RE: Communication
Request for Easement on Aunt Hack Road

This request is further to the action taken by the Common Council at its April 5, 1988 meeting in the above-identified matter. In view of my continued interest in obtaining this easment , and in view of the fact that the action by the Common Council was without prejudice, a full consideration of the referenced request is hereby respectfully requested.

The specifics of this request are documented in the attached letter dated February 3, 1988.

Respectfully submitted,



Dale L. Carlson

Office: 350 Knotter Drive
Cheshire, CT 06410-0586

271-4059

✓

Dale L. Carlson
126 Aunt Hack Road
Danbury, CT 06811

February 3, 1988

Honorable Mayor Joseph H. Sauer
Honorable Members of The Common Council
City of Danbury
155 Deer Hill Ave.
Danbury, CT 06810

The purpose of this letter is to request the Honorable Members of The Common Council to grant an easement across City of Danbury land on Aunt Hack Road to provide access to my land directly to the rear of the Town land.

The requested easement would be identical to the one granted by the Town to Mary Corey last year. The location of the requested easement is shown as Easement B on the attached sketch. Easement A on the sketch was granted by me to Mary Corey last year.

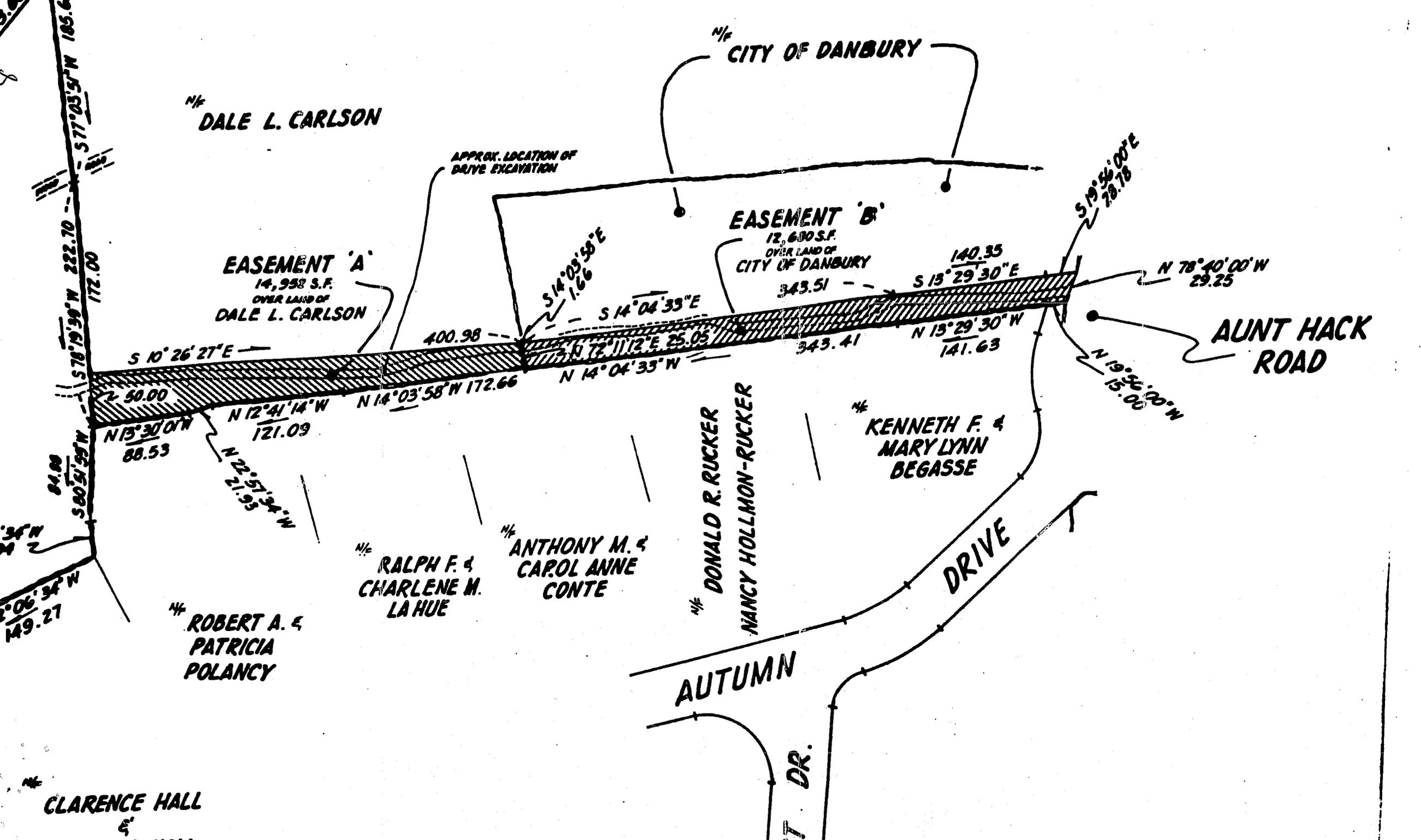
In a February 2, 1988 discussion of this matter with Attorney Eric L. Gottschalk, he indicated that my request appeared reasonable. Attorney Gottschalk suggested that this request be directed to the Common Council.

Favorable consideration of this request is respectfully requested. The easement will not make any new restrictions on the Town land since an easement already exists.

Respectfully submitted,



Office: Dale L. Carlson
350 Knotter Drive
Cheshire, CT 06410-0586
271-4059



N/K DALE L. CARLSON

N/K CITY OF DANBURY

EASEMENT 'A'
14,958 S.F.
OVER LAND OF
DALE L. CARLSON

EASEMENT 'B'
12,600 S.F.
OVER LAND OF
CITY OF DANBURY

AUNT HACK
ROAD

N/K KENNETH F. &
MARY LYNN
BEGASSE

N/K RALPH F. &
CHARLENE M.
LA HUE

N/K ANTHONY M. &
CAROL ANNE
CONTE

N/K DONALD R. RUCKER
NANCY HOLLMON-RUCKER

N/K ROBERT A. &
PATRICIA
POLANCY

N/K CLARENCE HALL

APPROX. LOCATION OF
DRIVE EXCAVATION

AUTUMN
DRIVE

T DR.

S 77° 05' 51" N 185.6

S 78° 19' 39" N 222.70

S 80° 51' 59" N 84.00

S 1° 06' 34" W 149.27

S 10° 26' 27" E 50.00

N 15° 30' 01" W 88.53

N 12° 41' 14" W 121.09

N 22° 57' 34" W 56.12

N 14° 03' 58" W 172.66

N 14° 04' 33" W 343.41

S 14° 04' 33" E 400.98

S 14° 09' 58" E 1.66

S 15° 29' 30" E 140.35

N 15° 29' 30" W 141.63

N 78° 40' 00" W 29.25

S 19° 56' 00" E 78.78

N 19° 56' 00" W 15.00



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

ENGINEERING DEPARTMENT
203-797-4641

May 12, 1988

JOHN A. SCHWEITZER, JR.
City Engineer

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

Dear Common Council Members:

Hampton Estates
Tiffany Drive
Ralto Court

On May 5, 1988 this office field inspected the above captioned roadways.

We offer the following comments with respect to items to be addressed before these roads are accepted by the City.

1. Street trees have not yet been planted as required. The developers met with City Forester Byron Johnson in the fall of 1987. Trees were to be planted this spring. To date Mr. Johnson has not been contacted to supervise planting.
2. Several driveways are under construction. We remind the developers and property owners that driveway aprons must be paved. This will not hold up acceptance of the road.
3. Original mylar record drawings are to be submitted to our office.
4. We will verify that all required storm drainage easements and rights are granted to the City when the necessary legal documents are submitted for approval.
Enclosed is a copy of Assistant Corporation Counsel Eric Gottschalk's November 17, 1987 memo relative to rights to drain.
5. Two property monuments on Lot 16 could not be found. We have requested that the land surveyor meet us in the field to show us where these monuments are.

(continued on page 2)

Common Council

May 12, 1988

Re: Hampton Estates, Tiffany Drive, Ralto Court

6. The stone pillars within the right of way at the entrance to Tiffany Drive are too close to the road (2 feet more or less and are unacceptable. They must be removed or relocated outside of the right of way.

7. The adequacies of the available sight distances to the north and south along Joe's Hill Road at the Tiffany Drive intersection are questionable and should be checked and improved if warranted.

8. When the old catch basin taps are removed from the Tiffany Drive shoulder area, the developers should place topsoil in the small depression in the Ralto Court shoulder near the energy diffuser.

9. A drainage easement is required on lot 5 because of the close proximity of the storm drain as installed to the property line.

10. We would like to review a profile of the easterly driveway ramp to lot 9 to determine whether its grading meets the requirements of the Subdivision Regulations.

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

Very truly yours,


John A. Schweitzer, Jr.
City Engineer

JAS/PAE/sd

enclosure

c: Daniel Minahan
David Gervasoni
Byron Johnson
Ralto Developers, Inc., with enclosure
Eric Gottschalk
Paul Fagan



RECEIVED 9

NOV 24 1987

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

Engineering Dept

Robert T. Resha
CORPORATION COUNSEL
ERIC L. GOTTSCHALK
LASZLO L. PINTER
SANDRA V. LEHENY

PLEASE REPLY TO:

ASSISTANT CORPORATION
COUNSEL

November 17, 1987

DANBURY, CT 06810

MEMO TO: Patricia Ellsworth, Assistant City Engineer
FROM: Eric L. Gottschalk, Assistant Corporation Counsel
RE: Hampton Estates

I am in receipt of your request concerning an opinion with respect to Comment B.11 of the letter from John A. Schweitzer, Jr., City Engineer, to Mr. Joseph Walkovich, Chairman of the Planning Commission dated November 5, 1987. Comment B.11 concerns the need for the acquisition of a storm drainage easement across lots 11 and 12 on a plot plan in connection with the development off Tiffany Drive.

As you explained it to me, the City anticipates the future acquisition of Tanglewood Drive together with certain drainage facilities appurtenant thereto at some time in the future. I would recommend, and I am sure you have already anticipated this, that we obtain rights to drain from affected property owners at the outlet end of the Tanglewood Drive drainage system. If, for example, the drainage from Tanglewood is apt to impact lots 34, 35 and 11, then rights to drain should be obtained from those lot owners. Essentially, drainage rights should be obtained from any lot owners whose property may be damaged by virtue of a change in the natural drainage patterns.

If rights to drain are acquired from affected property owners then it would seem appropriate to take the position that whatever those property owners do to deal with the drainage condition created on their lots would be a private matter.

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


Eric L. Gottschalk

ELG:cr



10

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

June 1, 1988

PLEASE REPLY TO:

DANBURY, CT 06810

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

Re: Westminster Woods

Dear Mayor and Council Members:

Attached you will find a proposed resolution for purposes of negotiation and/or condemnation of the properties listed at the end of the resolution.

Approval of this resolution will authorize this office to commence negotiation procedures and if successful, condemnation of this easement property.

If you have any questions on this in the meantime, please do not hesitate to call.

Very truly yours,

Laszlo L. Pinter
Assistant Corporation Counsel

LLP:dms



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

RESOLVED WHEREAS, it is in the interest of the City of Danbury to condemn certain easement property as indicated herein; and

WHEREAS, the purpose of said condemnation is to enable the City of Danbury to acquire and properly maintain a permanent drainage line; and

WHEREAS, the cost to the City of Danbury for the condemnation of said easement will be in the approximate amount of \$10,000.00 which amount represents the one-half share of the City of Danbury in the total estimated condemnation cost and the cost of appraisal of said easement property;

NOW, THEREFORE, BE IT RESOLVED THAT the Corporation Counsel of the City of Danbury is hereby authorized to acquire the property interest as hereinafter set forth by eminent domain through the institution of suit against the following named property owners, their successors and assigns and their respective mortgage holders, if any, and that funding in the amount of Ten Thousand Dollars (\$10,000.00) be appropriated for said purpose.

PROPERTY ACQUISITION:

Easement from Edwin Gieralt and Joan Gieralt to Eugene Grenier, dated July 17, 1980 and recorded in Volume 640 Page 827 of the Danbury Land Records.



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

ENGINEERING DEPARTMENT
203-797-4641

June 2, 1988

JOHN A. SCHWEITZER, JR.
City Engineer

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

Dear Council Members:

Balmforth/Maple Avenue
Road Improvement Bridge

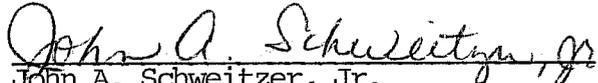
The unappropriated funding for all of the road improvement projects included in the Road Bond Issue has been depleted.

At this time it is necessary for the City to make payment to Della Construction Co., Inc, in the amount of \$14,210.66 for Change orders 10,11,12, and 13. These change orders were for work that was required because of unforeseen circumstances and changed conditions. The payment of these funds has been reviewed with the City's consulting attorney on the Della Construction claim and it is his opinion that these payments should be made at this time.

Therefore, I would request that the Common Council appropriate funds in the above amount for payment to Della Construction Co., Inc.

Thankyou for your consideration.

Very truly yours,


John A. Schweitzer, Jr.
City Engineer (sd)

JAS/sd

C: Mayor Sauer
Daniel Minahan
Eric Gottschalk
Dominic Setaro



12

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:

April 21, 1988

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: Road Widening Parcel -
April Common Council Agenda Item No. 23

Dear Mayor and Council Members:

Please accept the following in response to your request for a report from this office regarding the above-referenced matter. The foregoing petition requests that the City of Danbury accept a proposed road widening strip offered by Boyce Road developers Bond, Orvis and Alemany, subject to Common Council approval.

If, after receiving the advice of the City Engineer, John A. Schweitzer, Jr., you deem acceptance of this property to be in the best interests of the City of Danbury, this office will then proceed to finalize the paper work with counsel for the developers. If you have any additional questions, please contact me.

Sincerely,

Eric L. Gottschalk
Assistant Corporation Counsel

ELG:cr



12

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

ENGINEERING DEPARTMENT
203-797-4641

June 1, 1988

JOHN A. SCHWEITZER, JR.
City Engineer

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

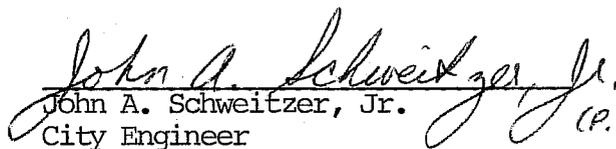
Dear Council Members:

Boyce Road
Road Widening Strip
Parcel X

This department has reviewed the above referenced road widening strip. The strip of land is one which would benefit the City in possible future road widening work and we recommend that this road widening strip be conditionally accepted by the City. A condition of acceptance should be that the two private storm drainage systems (at the accessway to Lot 1 and at the catch basin at the accessway to Lot 5) which are located within the road widening strip not be the maintenance responsibility of the City.

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

Very truly yours,


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

JAS/sd

c: Mayor Joseph H. Sauer
Daniel Minahan



12

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

PLANNING COMMISSION
(203) 797-4525

April 25, 1988

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

Re: 8-24 Referral - Transfer of Parcel X - Boyce Road

Dear Council Members:

The Planning Commission at its meeting April 20, 1988 voted a positive recommendation for the transfer of Parcel X at Boyce Road to the City.

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

Sincerely yours,

Weldon E. Woodruff

Weldon E. Woodruff
Vice-Chairman

WEW/jlc



13

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

ENGINEERING DEPARTMENT
203-797-4641

June 1, 1988

JOHN A. SCHWEITZER, JR.
City Engineer

Hon. Members of the Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Dear Council Members:

Candlewood Vista - I06097

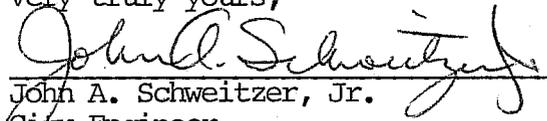
At the April 5, 1988 Common Council meeting (Item #24 on the agenda) this department was requested to report back to the Common Council concerning the donation of Assessor's Lot No. I06097 in Candlewood Vista to the City by Mr. John J. Burns.

This lot as shown on the Tax Assessor's maps contains approximately 0.22 acres. Enclosed for your use is a copy of a portion of the Tax Assessor's Map showing this parcel.

After reviewing the location, size, and possible uses of this parcel, we have formed the opinion that there is no value in the City owning this parcel.

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

Very truly yours,


John A. Schweitzer, Jr.
City Engineer

JAS/sd

c: Mayor Joseph H. Sauer, Jr.
Daniel Minahan



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

April 21, 1988

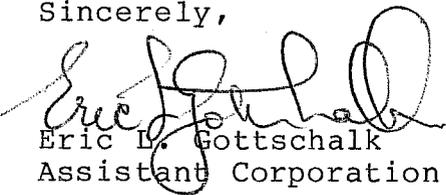
Hon. Joseph H. Sauer, Jr., Mayor
Hon. Members of the Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut

Re: Burns - Offer of Land at Candlewood Vista -
April Common Council Agenda Item No. 24

Dear Mayor and Council Members:

Please accept the following in response to your request for a report from this office regarding the above-referenced matter. The foregoing petition requests that the City of Danbury accept a donation of property bearing Assessor's Lot No. I 06097. The acceptance of this property is within the discretion of the Common Council. If, after receiving the advice of the Planning Commission and City Engineer John A. Schweitzer, Jr., you deem acceptance of this property to be in the best interests of the City of Danbury, the Office of the Corporation Council will then proceed to finalize paper work with the petitioner.

Sincerely,


Eric L. Gottschalk
Assistant Corporation Counsel

ELG:cr



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

PLANNING COMMISSION
(203) 797-4525

April 25, 1988

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

Re: 8-24 Referral - Donation of Property located at
Candlewood Vista

Dear Council Members:

The Planning Commission at its meeting April 20, 1988
Voted a negative recommendation for the donation of
Property located in Candlewood Vista.

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

Sincerely yours,

Weldon E. Woodruff

Weldon E. Woodruff
Vice-Chairman

WEW/jlc

LUKE F.
SWEENEY INC.
GENERAL CONTRACTORS

May 31, 1988

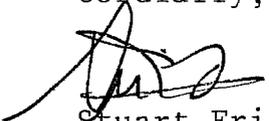
City Clerk
City Hall
Deer Hill Avenue
Danbury, Ct. 06810

Reference: Sewer Extension Commerce Park

We would like to be placed on the next Common Council Agenda for a extension of sewer main on Commerce Drive, which is part of Commerce Park Industrial Park.

Some time ago we applied for and was granted a sewer extension for National Semi Conductor. This should have been part of that extension but was inadvertently left off.

Cordially,



Stuart Fried
President

ESF/jf

COMMON COUNCIL

CITY OF DANBURY

APPLICATION FOR EXTENSION OF SEWER AND/OR WATER

Sewer

Water

Applicant: LUKE F. SWEENEY JR

Address: 15 BATES PL
DANBURY CT 06810

Telephone No: 744-1880

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

Located at: COMMERCE DRIVE

Assessor's Lot No:

Zone in which the Property Lies:

Intended Use:

Retail

Office

Mixed Use

Industrial

Single Family Residential

Multiple Family Development

Number of Efficiency Units

Number of 1 Bedroom Units

Number of 2 Bedroom Units

Number of 3 Bedroom Units

Total Number of Units



(Signature)

(Date)

We the undersign request the City of Danbury to install a traffic light at the intersection of Shelter Rock Road and Shelter Rock Lane. This area of numerous accidents has long been over looked. A light at this area would cut down the amount of numerous accidents, and prevent a fatal accident from occurring.

Name & Address

- Rose m c Gurney 4 Ironville Ave Danbury, Ct.
- Mrs Julia McGurney 33 William St Danbury Ct.
- Maureen Sibbitt 35 Great Plain Rd Danbury, Ct.
- Edward Sibbitt 35 Great Plain Rd Danbury Ct.
- George M Sibbitt 35 Great plain Rd Danbury Ct.
- George E Sibbitt 35 Great Plain Rd. Danbury Ct.
- Maryanne Boyle - 60 Shelter Rock Rd - Danbury Ct
- Shari McQuail - 60 Shelter Rock Rd Danbury, Ct.
- Rita Sumner - 27 Crows Nest Ln. - Danbury, Ct.
- Billy Sumner - 27 Crows Nest Ln. - Danbury, Ct.
- Michael DeBenedone 110 Coalpit Hill Rd
- Emmanuel Laporte 27 Chestnut St. Danbury Conn.
- Elliott Jefferson 60 Shelter Rock Road Danbury Conn.
- Joe Ganzo 60 Shelter Rock Road Danbury Conn.
- Joe Vaughan - 151 Shelter Rock Rd #20 Danbury.
- John Christos - 7 Meadow Dr Danbury
- Pedro Torres - 15 - Meadow Brook Rd
- Nick Jensen 110 Coalpit Hill Rd - Danbury
- Jeremy H. Reid - 411 Main Street - Danbury
- James M Poore 27 CROWS NEST LANE UNIT 5M DANBURY
- Allen L Paul 60 SHELTER ROCK LANE
- PHAN THAM MAUONG SA
- 31 OSBORNE ST

16

HEIDI G. WINSLOW
ATTORNEY AT LAW
57 NORTH STREET
SUITE 320
DANBURY, CONNECTICUT 06810
(203) 792-6953

June 2, 1988

Elizabeth Crudgington,
City Clerk
Danbury City Hall
155 Deer Hill Avenue
Danbury, Connecticut 06810

Re: Property of Walter S. Gurski
9 Bank Street, Danbury

Dear Ms. Crudgington:

At the request of Assistant Corporation Counsel Laszlo L. Pinter, you will be placing on the agenda for the June 7 Common Council meeting a question concerning 9 Bank Street. I ask that you include in that same agenda item, my request on behalf of Dr. Gurski that the Common Council reconstitute an ad hoc committee to investigate this matter and report back to the Council. The dispute concerns possible boundary encroachment between Dr. Gurski's property and City property, as well as Dr. Gurski's need for an easement to use the driveway at his property.

Very truly yours,



Heidi G. Winslow,
Attorney At Law

HGW/sre

cc: Laszlo L. Pinter, Esq.



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

June 1, 1988

PLEASE REPLY TO:

DANBURY, CT 06810

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

Re: Property at 9 Bank Street

Dear Mayor and Council Members:

Further to the recommendation of a committee of the Common Council dated March 1, 1988 regarding the above matter, please be advised that this office has been discussing this matter with the new attorney for the property owner. Due to the entry of new counsel in this matter for the property owner as well as a further review and rereview of pertinent maps regarding this subject property, it is recommended that the committee be convened to discuss further the issue of granting a right of way to the owner of this property. It is further recommended that Council for the property owner be present at such meeting and that since the owner neither defaulted nor failed to act in this matter by June 1, 1988, the deadline in this matter by further extended in order to come to an amicable agreement.

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

Very truly yours,

Laszlo L. Pinter
Assistant Corporation Counsel

LLP:dms

c: Robert T. Resha, Corporation Counsel
Laura deFrancesco, Assistant Director/Danbury Public Library
Attorney Heidi Winslow
Albert Hornig, Esquire



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

June 7, 1988

PLEASE REPLY TO:

DANBURY, CT 06810

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

Re: Sears, Roebuck and Co. v. City of Danbury

Dear Mayor Sauer and Council Members:

After several months of discussion and negotiation in this matter, there is a settlement proposal on the table which will hopefully resolve this litigation. The consideration of the Common Council of this proposal is requested.

Please note that no specific information regarding the settlement proposal is attached, as this issue is in litigation and revelation of such information may jeopardize the position of the City in this matter. It would therefore be appropriate to either refer this to committee and/or to discuss in executive session.

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

Very truly yours,

Laszlo L. Pinter
Assistant Corporation Counsel

LLP:dms



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

June 7, 1988

PLEASE REPLY TO:

DANBURY, CT 06810

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

Re: Sears, Roebuck and Co. v. City of Danbury

Dear Mayor Sauer and Council Members:

After several months of discussion and negotiation in this matter, there is a settlement proposal on the table which will hopefully resolve this litigation. The consideration of the Common Council of this proposal is requested.

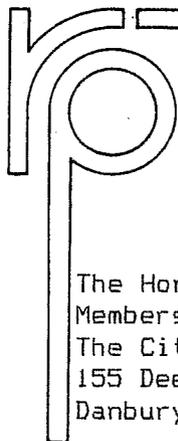
Should you have any further questions in the meantime, please do not hesitate to call.

Very truly yours,

Laszlo L. Pinter
Assistant Corporation Counsel

LLP:dms

Richter Park



15
May 23, 1988

The Honorable James Nimmons, President and
Members of the Common Council
The City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Dear President Nimmons and Common Council Members:

On behalf of the Richter Park Authority, I would like to express our deep concern and disappointment over the recent action by the Common Council to eliminate \$30,000 in fiscal year 1988-89 City funding for Richter Park. Unfortunately, this decision will have a direct impact on the ability of the Richter Park Authority to meet the recreational needs of the residents of Danbury.

As I hope you are aware, City operating support has been used in two primary areas:

1. Supporting "non-golf" activities such as the Richter Arts Center, outdoor theatre, hiking trails, tennis program, cross-country skiing and winter activities, and special events.
2. Assisting the Authority in maintaining resident golf fees at their absolute minimum rates.

Without these funds, the Authority must now face the potential reality of significantly reducing support for the arts and other recreational programs and/or increasing resident golf fees to offset the loss in income.

The Richter Park Authority with the continued support of the City of Danbury has, over the past several years, embarked on an ambitious program of facility improvements in order to expand the diversity of leisure activities and programs available to the entire Danbury community. The City should share our pride in the accomplishments that have been made thus far and that have produced what is perhaps one of the most unique recreational facilities in the Northeast.

It is our sincere hope that the Common Council will reconsider its position toward supporting the Authority so that funding might be reinstated at the earliest opportunity, thereby enabling us to complete our mission in service to the residents of Danbury.

106

The members of the Authority and I are at your disposal should you require any further information or clarification. Thank you for your kind consideration of this request.

Respectfully,

Felix Bonacci
Felix Bonacci, Chairman
Richter Park Authority

cc: Hon. Joseph H. Sauer, Mayor
Richter Park Authority Members

BIELIZNA, FRIZZELL, PAPAZOGLU, BALL & OLIVO

ATTORNEYS - AT - LAW

66 WEST STREET

DANBURY, CT 06810

(203) 743-6316

(203) 743-5556

JULIUS J. BIELIZNA
THOMAS A. FRIZZELL
DAVID P. BALL
STEVEN M. OLIVO

PAUL E. SWENSON

Michael S. Lynch

GEORGE PAPAZOGLU
COUNSEL

May 31, 1988

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

Re: Karthene Gallagher
East Starrs Plain Road
Danbury, Connecticut

Gentlemen:

The undersigned respectfully requests that East Starrs Plain Road for its entire width and length be brought up to City specifications for public highways.

Very truly yours,



Thomas A. Frizzell

TAF/lml

HAND DELIVERED

20

5/31/88

To: Common Council
City Of Danbury
City Hall, Deer Hill Ave.
Danbury, Ct. 06810

Re: Solution to Road Paving/Drainage problems on Hawthorne Cove Road.

Members of The Common Council:

The history of problems associated with the condition of the roadway and drainage on Hawthorne Cove Rd. are well established and so far fruitless. The City has several times been petitioned to take over the roadway but due to both financial and liability issues the efforts have come up short. While City take over is still the ultimate solution to our problems we have found a "Second Tier" approach that we feel is viable and acceptable to everyone.

In accordance with the results of the Common Council minutes of June 1986, the Hawthorne Cove Property Owner's Association wishes to propose a new and innovative approach to the road problem we face.

Our concept is simply a co-operative effort between our families resources of time and money and the City's resources of equipment and expertise. This concept has been endorsed by both the Mayor's Office and the City Highway Department. We feel it represents a "Win-Win" situation for all parties concerned without undue burden on anyone.

In addition we wish to further pursue the recommendations of the Council with regard to funds available from outside direct City resources, and under the beneficial assessment ordinance. We also ask the Council's assistance in examining any state funds for unimproved roads that may be available.

This letter has been hand delivered to the City Clerk's Office today to ensure that our request will be put on the June 1988 Common Council Agenda.

Sincerely,

Bill Glazier

Bill Glazier
Board of Directors, HCPOA

↓

HAWTHORNE COVE PROPERTY OWNERS ASSOCIATION

received
5-19-88



21

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

BUILDING DEPARTMENT
(203) 797-4581

May 17, 1988

LEO P. NULL
BUILDING OFFICIAL

Honorable Mayor Joseph A. Sauer
Honorable Members of the Common Council
City Hall
155 Deer Hill Avenue
Danbury, CT.

Dear Mayor Sauer and Members of the Common Council:

This letter shall serve as a request for a committee to be established to consider the necessary adjustments to our building permit fees.

The Corporation Counsel is presently reviewing this matter and will advise accordingly.

If you have any further questions please feel free to call me.

Very truly yours,

A handwritten signature in cursive script that reads "Leo P. Null".

Leo P. Null
Building Official

LPN:e1



21

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

BUILDING DEPARTMENT
(203) 797-4581

May 17, 1988

LEO P. NULL
BUILDING OFFICIAL

Honorable Mayor Joseph A. Sauer
Honorable Members of the Common Council
City Hall
155 Deer Hill Avenue
Danbury, CT.

Dear Mayor Sauer and Members of the Common Council:

This letter shall serve as a request for a committee to be established to consider the necessary adjustments to our building permit fees.

The Corporation Counsel is presently reviewing this matter and will advise accordingly.

If you have any further questions please feel free to call me.

Very truly yours,

A handwritten signature in cursive script, reading "Leo P. Null", is written over a horizontal line.

Leo P. Null
Building Official

LPN:el



received
5/3/88

CITY OF DANBURY
DANBURY, CONNECTICUT 06810

FIRE DEPARTMENT
19 NEW STREET

CHARLES J. MONZILLO, CHIEF
(203) 796-1550

May 2, 1988

To: Mayor Joseph H. Sauer, Jr.
From: Charles J. Monzillo, Chief Fire Executive
Subject: Roof Repair - Engine 3, 5 & Headquarters

The estimated cost for the roof repairs for Headquarters, Engine Company 3 and Engine Company 5 are as follows:

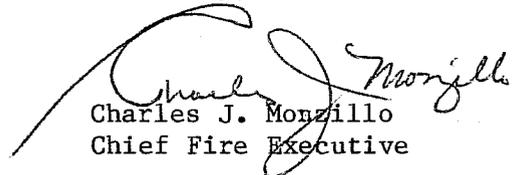
Headquarters	\$ 51,415.00
Engine Company 3	\$ 9,100.00
Engine Company 5	\$ 14,020.00

This estimate is based upon the examination and compliance with the specifications submitted by the Building Maintenance Department of our City.

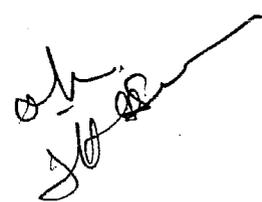
I respectfully request emergency funding to prevent future damage to these structures.

90 day quotation.

Sincerely,


Charles J. Monzillo
Chief Fire Executive

CJM:n
ROOFREP file
MAYOR disk
cc: Dom Setaro, Comptroller





23

CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

OFFICE OF ASSESSOR
797-4556

ANNE T. DeFLUMERI, C.C.M.A.
ASSESSOR

TO: Common Council
FROM: Anne DeFlumeri, Tax Assessor
RE: Communication from Janet Gershwin, 93 Boulevard Drive
DATE: May 10, 1988

I have reviewed Mrs. Gershwin's request both on my own and with a representative (Mr. D. Thomas) of the revaluation company. It is Mr. Thomas' feeling that the assessments are not excessive.

I have spoken with Mrs. Gershwin and advised her that if she feels the assessment is wrong, her next legal step for this tax year is an appeal to the Court. I also advised her that she can appeal to the Board of Tax Review again next year. She will make her own decision.



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

June 7, 1988

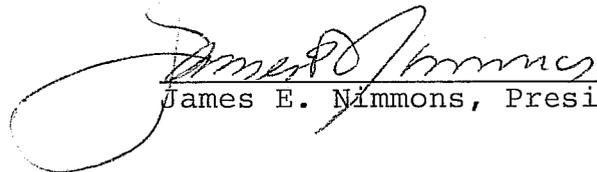
Honorable Mayor Joseph H. Sauer
Honorable Members of the Common Council

Re: Replacing Steel Traffic Drums with Plastic

The Common Council met as a committee of the whole, immediately following a public hearing, on May 23, 1988 in the Common Council Chambers in City Hall.

Mr. Moran made a motion to recommend approval of the ordinance. Seconded by Mrs. Danise. Motion carried un-animously.

Respectfully submitted,


James E. Nimmons, President

25



ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT

COMMON COUNCIL

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

THAT Section 17-69 of the Code of Ordinances of Danbury, Connecticut be and hereby is amended to read as follows:

It shall be the duty of the permittee to make certain that the security of the traveling public is safeguarded and its rights are not unreasonably curtailed. Unless specifically indicated in the permit or authorized by the superintendent of highways, the travel path shall not be obstructed. The portions of the highway which are torn up or which are used for storing materials, or are otherwise unsafe for public travel, shall be adequately protected at all times to avoid the possibility of accidents. Such areas shall be marked at night by flares, lanterns, lights, flasher beacons or other warning devices approved by the superintendent of highways. When portions of the traveled way are made dangerous for the movement of vehicles or pedestrians, a sufficient number of police officers, flagmen or trafficmen shall be employed by the permittee to direct the traffic safely through the areas. The use of metal drums as traffic control barriers shall not be permitted. Traffic control barriers, when permitted or required by the superintendent of highways, shall be constructed in a manner and with a material designed to do the least possible damage to vehicles in the event of a collision. The work shall, if possible, be planned to avoid such conditions.



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

June 7, 1988

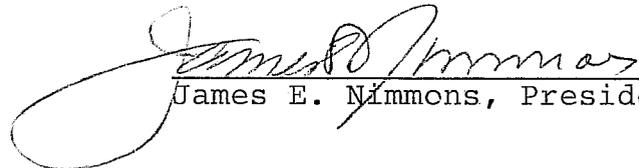
Honorable Mayor Joseph H. Sauer
Honorable Members of the Common Council

Re: City Historian

The Common Council met as a Committee of the Whole immediately following a public hearing on May 23, 1988 in the Common Council Chambers in City Hall.

Mr. Moran made a motion to recommend adoption of the Ordinance. Seconded by Mrs. Danise. Motion carried with Mr. Gallo, Mr. Cassano and Mrs. Bourne voting in the negative.

Respectfully submitted,


James E. Nimmons, President



28

ORDINANCE
CITY OF DANBURY, STATE OF CONNECTICUT
COMMON COUNCIL

June 7, 1988

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

THAT the Code of Ordinances of Danbury, Connecticut is hereby amended by the addition of Section 2-34 which said section shall read as follows:

Sec. 2-34 City Historian.

(a) Purpose. Pursuant to Public Act 87-278 of the State of Connecticut, a City Historian shall be appointed in the City of Danbury to promote a knowledge, appreciation and dissemination of Danbury history.

(b) Qualifications.

(1) The City Historian shall be a legal resident and elector of the City of Danbury.

(2) The City Historian shall be qualified by a knowledge of Danbury history as well as general State and American history, by a knowledge of historical research, and by good writing and speaking skills.

(c) Term of Office and Method of Appointment.

(1) The City Historian shall be appointed to a term of two (2) years. The City Historian shall be appointed by the Mayor and confirmed by the Common Council.

(2) A vacancy in the office of City Historian shall be filled by the Mayor for the unexpired portion of the term.

(d) Duties and Responsibilities. The City Historian shall:

(1) Promote an awareness of and an appreciation for the city's history through research, writing and public speaking; through publications, projects, exhibits, displays, celebrations and commemorations; through the maintenance of plaques, markers and monuments; and through the preparation of classroom aids, guides, workshops and training.

(2) Advise the Mayor and the Common Council on historical issues and subjects, including historical objects, historical structures and sites, historical districts, national register properties and historic preservation.

(3) Serve as a liaison among the city's museums, libraries and historical associations, and with similar outside groups, to encourage historical coordination, cooperation and resource sharing.

(4) Maintain a reference library of historic information and serve as a central referral point for inquiries regarding Danbury history.

(5) As appropriate, supervise staff and programs of the City, maintain an office, expend funds and obtain contributions and grants to carry out the aforesaid duties.



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

June 7, 1988

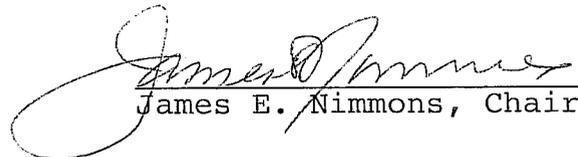
Honorable Mayor Joseph H. Sauer
Honorable Members of the Common Council

Re: Parking Violations

The Common Council met as a committee of the whole, immediately following a public hearing, on May 23, 1988 in the Common Council Chambers in City Hall.

Mrs. Bourne moved to recommend adoption of the Ordinance. Seconded by Mrs. Danise. Mr. Flanagan moved to amend the ordinance to read a \$50 fine rather than a \$100. fine. Seconded by Mr. Regan. Motion to amend carried with Mrs. Bourne, Mr. Moran and Mr. Gallo voting in the negative. Motion, as amended, carried with Mrs. Bourne, Mr. Moran and Mr. Gallo voting in the negative.

Respectfully submitted,


James E. Nimmons, Chairman



28

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

June 7, 1988

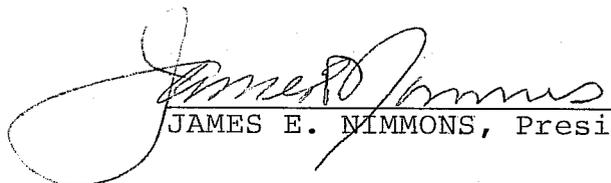
Honorable Mayor Joseph H. Sauer
Honorable Members of the Common Council

Re: Amendment to Purchasing Department Manual

The Common Council met as a committee of the whole, immediately following a public hearing, on May 23, 1988 in the Common Council Chambers in City Hall.

Mr. Esposito made a motion to recommend approval of the Amendment to the Purchasing Department Manual. Seconded by Mr. Charles. Motion carried unanimously.

Respectfully submitted,


JAMES E. NIMMONS, President

28

AMENDMENT to City of Danbury Purchasing Manual
"Exhibit A Procedural Regulations Governing Purchasing."

Section 16. Purchases of Government Surplus items

In order to take advantage of the significant savings to the City of Danbury by the purchase of surplus goods from various government agencies or sources, the Purchasing Agent is hereby authorized to procure such government surplus items without adhering to the bid procedure. Any such procurement(s) however, shall require prior certification of funding by the office of the Comptroller of the City of Danbury.

This section shall apply only to purchases not exceeding ten thousand dollars (\$10,000.00). In the event of action by the Purchasing Agent pursuant to this section, the Common Council shall be deemed to have waived the requirements of local bidding as provided in Danbury Municipal Charter Section 6-6(d).



28

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

Robert T. Resha
CORPORATION COUNSEL
ERIC L. GOTTSCHALK
LASZLO L. PINTER
John Jowdy
George Sakellares
ASSISTANT CORPORATION
COUNSEL

February 24, 1988

PLEASE REPLY TO:

DANBURY, CT 06810

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

Re: Waiver of Bid Process/Item No. 72 on Common Council
Agenda of February 2, 1988

Dear Mayor and Council Members:

In response to the report of the Common Council committee appointed in the above matter, it is the recommendation of this office that the City of Danbury Department of Purchasing Manual be amended to add language providing for procurement of government surplus items.

The attached language, in the form of a proposed new section to the procedural regulations governing Purchasing would serve to take care of this matter and provide the sufficient protections necessary for this type of procurement. The attached should be deferred to a public hearing and subsequent consideration for adoption by the full council.

Should you have any questions regarding this matter, please do not hesitate to call this office.

Very truly yours,

Laszlo L. Pinter
Assistant Corporation Counsel

LLP:dms

Enclosure

c: Robert T. Resha, Corp. Counsel
Eric L. Gottschalk, Assistant Corp. Counsel

AMENDMENT to City of Danbury Purchasing Manual
"Exhibit A Procedural Regulations Governing Purchasing."

Section 16. Purchases of Government Surplus items

In order to take advantage of the significant savings to the City of Danbury by the purchase of surplus goods from various government agencies or sources, the Purchasing Agent is hereby authorized to procure such government surplus items without adhering to the bid procedure. Any such procurement(s) however, shall require prior certification of funding by the office of the Comptroller of the City of Danbury.

This section shall apply only to purchases not exceeding ten thousand dollars (\$10,000.00). In the event of action by the Purchasing Agent pursuant to this section, the Common Council shall be deemed to have waived the requirements of local bidding as provided in Danbury Municipal Charter Section 6-6(d).



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

May 18, 1988

COMMON COUNCIL

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

SUBJECT: **STREET RENUMBERING - EAST LAKE ROAD**

The Council committee charged with reviewing the above subject met on May 16, 1988, at 7:35 P.M., in City Hall, Room 432. Committee members Lovie Bourne and Robert Godfrey were in attendance (A. Cassano was unable to attend).

Others present — Ann DeFlumeri, Tax Assessor's Office; Sue Steiner, Planning; and East Lake Road residents: Mrs. Beatrice Dahill, Mariann Dahill, Maria Barna and Pete Susa.

Mrs. Bourne began the meeting by introducing all present. She stated the charge of the committee, noting that letters* had been sent to all residents of record regarding this meeting and explained that the Common Council in the past had agreed that houses without numbers, and numbers not in sequential order cause a serious health and safety problem. She also explained that the Council has the authority to renumber.

Mrs. Dahill and her daughter Mariann both were in agreement that the street was in need of renumbering, however, as they've used their house number since 1945, they were upset at the expense and time involved in doing so. (Their statements are attached.)

Mrs. Barna, a 14-year resident was also upset at losing her house number. She asked what would happen if she did not comply with the change. Mrs. Bourne explained that if the Council agrees with the change, the Post Office would be notified, and, after a certain period of time, the Post Office would no longer deliver her mail.

Mrs. Dahill pointed out that Planning's renumbering system takes into account Blackberry Hill Road. Both Mrs. DeFlumeri and Ms. Steiner were not aware of this street.

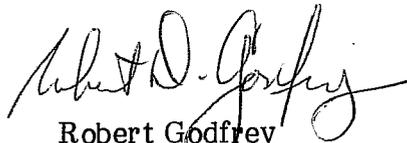
Mr. Godfrey moved that East Lake Road be renumbered as houses without numbers and numbers not in sequential order pose a health and safety problem. Second by Mrs. Bourne. Motion passed unanimously.

Mr. Godfrey also asked Mrs. DeFlumeri and Ms. Steiner to be present at the Public Hearing and to bring along the map with the proposed renumbering system. Both agreed and stated that they would drive out and personally review the street to ensure that the renumbering is correct. Please note that the previous proposed numbering did not take into account a large (20A) parcel of property owned by the Previdi's. Whereas before this omission, eight families were thought not to be affected by this change; now only two are not affected.

Respectfully submitted,



Lovie Bourne, Chairman



Robert Godfrey

Anthony Cassano

(* Note four letters were returned due to insufficient address, no such number—attached.)

(1)

Beatrice La Hill

24

Good Evening Councilmembers, My name is Beatrice a. La Hill and I live at #6 East Lake Rd. in Danbury.

First of all, I am the one who started this complaint about the incorrect usage of house numbers on East Lake Road.

Apparently, whenever a new tenant emerges, they arbitrarily assign numbers to their houses without contacting the City Engineer's office, or the Planning Dept. or whomever is assigned the task today. We got to the point of three number 1 East Lake Road addresses! One, even in the middle of the road and their house faces Blackberry Hill Farm Road not East Lake Rd.! And one whose address is really on Barnum Road!

My home is on East Lake Road. The only other houses, when I first built my house, were at the Clapboard Ridge Road (Rte. 39) end of East Lake Rd. on the southern side. There were three; Mr. James Patton Sr. at #1, Mr. John Previdi, our former Mayor & County Sheriff at ~~2~~ #3 and Mr. Mark Prosser at #5.

In 1945 I asked the City Engineering Dept. (Mr. John Schweitzer Sr. at that time, I believe) if they would assign a # to my house. Since I owned the property from the corner of Barnum Rd. on the northerly side of East Lake Rd., he divided my property into 3 sections & assigned #'s 10, 8 & my house #6. This allowed for future use of the land by my children.

(2)

He said, at that time, There are only two other sections facing East Lake Rd. that will require an East Lake address, therefore # 2 & # 4 will be saved for them. There were other houses on Blackberry Hill farm Rd. at that time, and one house under construction (owned by John Schreiber) but Mr. Schweitzer said "they do not face onto East Lake Rd. they face the private Rd. therefore they will not be assigned East Lake Road numbers.

I have used # 6 since it was assigned to me in 1945 and I feel I am entitled to continue to do so until the Good Lord changes my address.

I cannot afford the cost of notifying my relatives all over the country at 25 ¢ a head, so please leave my #6 alone!

Thank you for listening.

Good Evening Councilmembers

My name is Marianne E. Dahill & I live at #6 East Lake Rd. in Danbury.

A change in the numbers on the houses on East Lake Rd is definitely necessary for clarity with our mail; I'm tired of retrieving mine from all my neighbors; and for access by emergency vehicles.

However, those houses that are built off-East Lake Rd. should have those roads named and addresses assigned accordingly.

To upset the residents who by virtue of longevity are entitled to retain the numbers originally assigned to them by the City Engineering Dept. is not only not necessary, it is not fair and the proposal we received doesn't even make sense.

For instance, starting from the Clepboard Ridge end of East Lake Rd. the numbers are proposed in the following sequence: 1-3-5-9-7-11-~~13~~¹³ etc. The first five houses were already numbered 1-3-5-7-9, why change them?

The proverbial upset applecart starts with a road being added off East Lake Road and more houses added facing on that road.

The old rule of thumb the post office adheres to, is: If your front door faces the road, that road is your address. If someone builds a house in front of you, you no longer face that road, your address becomes that of the access road, and that road should be named & used as an address. So much for the south side of East Lake Rd. & the odd number sequences. The North side of East Lake Rd. is another mess!

Coming in from Clepboard Ridge Road, the first house on the northerly side should be #2.

It is across ~~the~~ the road from #1. Simple?
The next house, however arbitrary it's existence is, (being built on top of the reservoir) should be #4 (no other houses should be allowed to be built in such close proximity to the reservoir).

The next house facing East Lake Road is mine & my parents' and it is and should be #6. The next is my land & if & when I choose to build a house it should be #8. The last house is my neighbor's, the Barna Family and is #10. The houses who insist on an East Lake Rd. address are really not entitled to such, as they are not facing East Lake Road. The Aufhausers, the

Sveges, the Callighans & the Wigglesworths are facing Blackberry Hill Farm Rd. (a private road) and the Talen house was built facing Indian Head Road, with a back entrance to the garage in the rear of the house entering from East Lake Rd. The builder/owner, at that time, Murray Friedman, ^{E. Lake Rd.} presumptuously assigned #8 to his tenant's house when it should have been #3 Indian Head Rd.

Since then, another house was added in front of the Talen house & sold to Dan Jowdy.

Rightly Mr. Jowdy's address should be #1 Indian Hd. Rd. the Talen's #3 & Mr. Null #5 etc. but that is Indian Head Road's problem.

I fail to see the insistence of these home owners on private roads, i.e. Blackberry Hill Farm Rd. & the yet unnamed road next to Benicewicz's & Patton's maintaining they must have E. Lake Rd. as an address. If that follows to be acceptable then why the

3

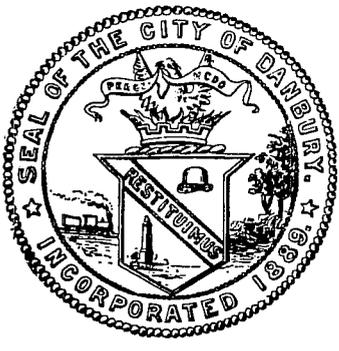
29

necessity of having Lee Hartell Drive,
Maple Avenue, Belmforth Ave. etc.
why not all White Street & White Street
near?

We desperately need sensibility & consistency
in Danbury & we have it in precious few areas.
Why not begin, at least, with our road networks &
treat them with intelligence?

If, however you bow to the pressure of
inconsiderate new residents who insist on
maintaining what they are not entitled to, then
I suggest for fairness, you start the even number
of East Lake Road at the Barnum Road end, giving
2 to the Barna family # 4 will be open for my
future use & we will keep the # 6 we have been
assigned for the past 43 years.

Thank you for your attention.



ORDINANCE
CITY OF DANBURY, STATE OF CONNECTICUT
COMMON COUNCIL

June 7, 1988

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

THAT Subsection 19-35(e) of the Code of Ordinances of Danbury, Connecticut be and hereby is amended to read as follows:

Penalty. Whenever any vehicle shall be found parked in violation of this section, any police officer of the Danbury Police Department may issue a citation for such violation, which violation shall provide for a fine of Fifty (\$50.00) Dollars payable to the City of Danbury and remitted to the Tax Collector within seven (7) days of the citation date. If any fine is not paid within seven (7) days a penalty in an amount equal to the fine shall immediately become due and payable in addition to the original fine and a warrant may be issued for the arrest of the violator.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF DANBURY THAT Subsection 19-65(b) of the Code of Ordinances of Danbury, Connecticut be and hereby is amended to read as follows:

(b) Any vehicle which has five (5) or more outstanding and unpaid parking violations or three (3) or more outstanding and unpaid violations of Section 19-35 of the Code of Ordinances issued against it and which, after mailing to the registered owner a final notice demanding payment, is found parked in any parking area open to the public, on any public street, public highway or in any portion of the width between the boundary line of any way publicly maintained when any portion thereof is open to the use of the public for purposes of vehicular travel, or on any property owned by, or in the possession and control of the City, may be removed or immobilized pursuant to the provisions of Section 19-66 hereof.

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

Adopted by the Common Council - June 7, 1988
Approved by Acting Mayor James E. Nimmons - June 9, 1988

ATTEST: Elizabeth Crudginton
Elizabeth Crudginton
City Clerk



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

June 7, 1988

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

Re: Sunset Review Committee

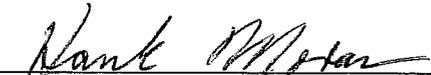
The Sunset Review Committee met on May 25, 1988 at 8:00 P.M. in the Employees Lounge in City Hall. In attendance were Committee Members Renz, Moran, Esposito and Pichiarallo. Mrs. Torcaso was unable to attend. Also in attendance was A. Cipriani, Chairman of the Conservation Commission. Not present at the meeting due to a scheduled EIC meeting was Mark Massoud. However, he was available for any commentary the committee required.

Documentation submitted by both the Conservation Commission and the Environmental Impact Commission was examined with regard to Section 2-182 of the Code of Ordinances of the City of Danbury. Satisfied that both Commissions had responded properly and more than sufficiently to Section 2-181 of the Code of Ordinances of the City of Danbury, a motion was made by Mr. Esposito to recommend the Common Council approve the continuance of the two governmental entities known as the Conservation Commission and the Environmental Impact Commission. Seconded by Mr. Pichiarallo. Motion carried unanimously.

Respectfully submitted,


GARY D. RENZ, Chairman


JOHN J. ESPOSITO


HANK S. MORAN

CAROLE TORCASO

STEVEN PICHARALLO



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

June 7, 1988

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

Re: Sunset Review Committee

The Sunset Review Committee met on May 25, 1988 at 8:00 P.M. in the Employees Lounge in City Hall. In attendance were Committee Members Renz, Moran, Esposito and Pichiarallo. Mrs. Torcaso was unable to attend. Also in attendance was A. Cipriani, Chairman of the Conservation Commission. Not present at the meeting due to a scheduled EIC meeting was Mark Massoud. However, he was available for any commentary the committee required.

Documentation submitted by both the Conservation Commission and the Environmental Impact Commission was examined with regard to Section 2-182 of the Code of Ordinances of the City of Danbury. Satisfied that both Commissions had responded properly and more than sufficiently to Section 2-181 of the Code of Ordinances of the City of Danbury, a motion was made by Mr. Esposito to recommend the Common Council approve the continuance of the two governmental entities known as the Conservation Commission and the Environmental Impact Commission. Seconded by Mr. Pichiarallo. Motion carried unanimously.

Respectfully submitted,

GARY D. RENZ, Chairman

JOHN J. ESPOSITO

HANK S. MORAN

CAROLE TORCASO

STEVEN PICHARALLO



31

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

Report

June 7, 1988

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

Re: Request to Purchase Land at 80 Chambers Road

The Common Council Committee appointed to review the request to purchase property at 80 Chambers Road met on May 25, 1988 in Room 432 in City Hall. Present were committee members Renz and Cassano.

A motion was made by Mr. Cassano to deny the petition without prejudice due to the failure of the Planning Commission to provide more definitive information to the committee and further, due to the fact that the petitioner, Heidi Kriegl, did not appear. Seconded by Mr. Renz. Motion carried unanimously.

Respectfully submitted,

GARY D. RENZ, Chairman

ANTHONY J. CASSANO

WILLIAM SHAW



37

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

June 7, 1988

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

Re: Disposal of Construction and Demolition Debris

The Common Council committee appointed to review the proposal for disposal of construction and demolition debris met on May 17, 1988 at 7:30 P.M. in the Fourth Floor Lobby in City Hall. In attendance were committee members Bundy and Flanagan. Mr. Renz was unable to attend. Also in attendance were Director of Public Works Daniel Minahan, City Engineer Jack Schweitzer and Philip LoPresti of the Danbury Carting Company.

Mr. LoPresti presented a proposal whereby the Danbury Carting Company would provide a local disposal site for construction and demolition debris. He showed a video tape which illustrated a process of recycling these products (75%). The remaining 25% would be reduced in size and/or shape and put in a separate landfill at his proposed site. The system viewed is by International Recycling Systems and is called Demolition Recycling Systems. The system has a top capacity of 200-300 tons per day.

Mr. LoPresti explained that by providing a separate site for demolition and construction debris the current Danbury landfill would enjoy a longer life span. Mr. Schweitzer and Mr. Minahan agreed with this assessment. Currently, the Danbury landfill accepts only a limited amount of construction debris (that debris which comes from residential home improvements and can be verified as such). For other construction and demolition debris, haulers must dispose of it at designated and licensed landfills (a list of which is provided to them by Mr. Minahan).

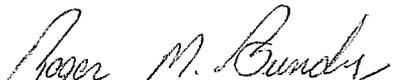
It was decided that since this particular proposal requires Department of Environmental Protection permits as well as a Special Exception Permit for Zoning from the Planning Commission, Mr. LoPresti should pursue his proposal through a request to have it be put on the Planning Commission Agenda. Specific reference is made to pages 6-8

30

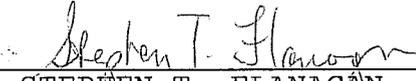
of the Zoning Regulations of the City of Danabury which outlines the process involved.

It is therefore recommended by this committee that at the present time the Common Council does not have an interest in this matter and no action should be taken. Mr. LoPresti was advised to contact the Planning Commission Chairman, Richard Durkin, and Planning Director Dennis Elpern if he wishes to pursue this matter.

Respectfully submitted,



ROGER M. BUNDY, Chairman



STEPHEN T. FLANAGAN



GARY D. RENZ



32

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

June 7, 1988

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

Re: Disposal of Construction and Demolition Debris

The Common Council committee appointed to review the proposal for disposal of construction and demolition debris met on May 17, 1988 at 7:30 P.M. in the Fourth Floor Lobby in City Hall. In attendance were committee members Bundy and Flanagan. Mr. Renz was unable to attend. Also in attendance were Director of Public Works Daniel Minahan, City Engineer Jack Schweitzer and Philip LoPresti of the Danbury Carting Company.

Mr. LoPresti presented a proposal whereby the Danbury Carting Company would provide a local disposal site for construction and demolition debris. He showed a video tape which illustrated a process of recycling these products (75%). The remaining 25% would be reduced in size and/or shape and put in a separate landfill at his proposed site. The system viewed is by International Recycling Systems and is called Demolition Recycling Systems. The system has a top capacity of 200-300 tons per day.

Mr. LoPresti explained that by providing a separate site for demolition and construction debris the current Danbury landfill would enjoy a longer life span. Mr. Schweitzer and Mr. Minahan agreed with this assessment. Currently, the Danbury landfill accepts only a limited amount of construction debris (that debris which comes from residential home improvements and can be verified as such). For other construction and demolition debris, haulers must dispose of it at designated and licensed landfills (a list of which is provided to them by Mr. Minahan).

It was decided that since this particular proposal requires Department of Environmental Protection permits as well as a Special Exception Permit for Zoning from the Planning Commission, Mr. LoPresti should pursue his proposal through a request to have it be put on the Planning Commission Agenda. Specific reference is made to pages 6-8

of the Zoning Regulations of the City of Danabury which outlines the process involved.

It is therefore recommended by this committee that at the present time the Common Council does not have an interest in this matter and no action should be taken. Mr. LoPresti was advised to contact the Planning Commission Chairman, Richard Durkin, and Planning Director Dennis Elpern if he wishes to pursue this matter.

Respectfully submitted,

ROGER M. BUNDY, Chairman

STEPHEN T. FLANAGAN

GARY D. RENZ



33

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

June 7, 1988

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

Re: Repairs to Sidewalk on Myrtle Avenue

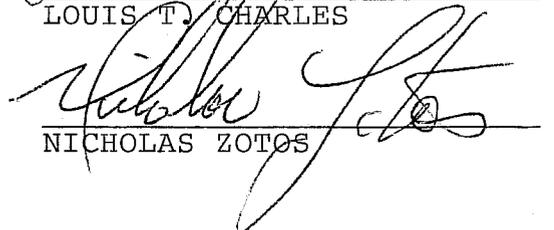
The ad hoc committee regarding the above captioned matter met on May 18, 1988 at 7:30 P.M. in City Hall. In attendance were committee members Nimmons, Charles and Zotos. Also in attendance were Myrtle Avenue residents Joseph Porohnavy, Joseph Howard, Ray Bento, and Mary Abdo.

Following discussions with the residents, Mr. Charles made a motion that Joseph Porohnavy be permitted to contact Daniel Minahan for further assistance, if any, concerning repairs to the sidewalks. Motion was seconded by Mr. Zotos. Motion carried un-animously.

Respectfully submitted,


JAMES E. NIMMONS, Chairman


LOUIS T. CHARLES


NICHOLAS ZOTOS



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

June 7, 1988

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

Re: Repairs to Sidewalk on Myrtle Avenue

The ad hoc committee regarding the above captioned matter met on May 18, 1988 at 7:30 P.M. in City Hall. In attendance were committee members Nimmons, Charles and Zotos. Also in attendance were Myrtle Avenue residents Joseph Porohnavy, Joseph Howard, Ray Bento, and Mary Abdo.

Following discussions with the residents, Mr. Charles made a motion that Joseph Porohnavy be permitted to contact Daniel Minahan for further assistance, if any, concerning repairs to the sidewalks. Motion was seconded by Mr. Zotos. Motion carried un-animously.

Respectfully submitted,

JAMES E. NIMMONS, Chairman

LOUIS T. CHARLES

NICHOLAS ZOTOS



35

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

June 7, 1988

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

Re: Proposed Leases

The ad hoc committee appointed to review and consider a recommendation regarding the proposed leases met on March 2, 1988 and on May 6, 1988 in the Fourth Floor Lobby in City Hall. In attendance were committee members Cresci, Eriquez and Moran. Also attending were Comptroller Dominic Setaro and Associate Director of Housing Paul Schierloh.

The committee reviewed three proposed leases: The Montessori School, the Carriage House at Tarrywile Park and the house at Hatters Park. Mr. Setaro stated that the Properties Review Board considered the rate of rental currently paid, the duties performed by the two City employees currently occupying the Carriage House and the house at Hatters Park and the increase in the Consumer Price Index (for rental market) to determine their recommended rental rate increase for these two properties. For the Montessori School building Mr. Setaro noted that no lease had been negotiated at this time and the rental increase could be amended to June, 1988. Also, Mr. Setaro gave the committee recent HUD figures for 12-21-87 thereby increasing the Hatters Park rental \$44.00 and increasing the Carriage House rent \$49.00. Mr. Setaro also noted that \$100 per month allowance is given to each house for duties performed and responsibilities. That \$100 allowance is for utilities for each house so it can be noted that each lease is \$200 lease because we have individuals taking on added responsibilities and supplying their own utilities.

Given these factors, the Board recommended the following lease rates and terms be set:

1. Carriage House at Tarrywile Park from \$500 per month to \$675 per month. Occupant - Robert Ryerson.

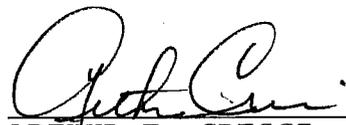
2. House at Hatters Parks from \$200 per month to \$581 per month. Occupant - William Ambrose.

3. Montessori School building at Tarrywile Park from \$350 per motn, remaining at \$350 per month. Occupant - Montessori School

Each will be adjusted annually effective May 1st each year. Mr. Schierloh reported that these proposed rental rates are appropriately indexed utilizing the CPI as it relates to government market rentals.

After this discussion, Mr. Eriquez moved to recommend to the Common Council that the three leases and terms set forth within be approved by the Common Council and that the Properties Review Board continue to review and recommend adjustments on a yearly basis for leases involving occupied city buildings. Seconded by Mr. Moran. Motion carried unanimously.

Respectfully submitted,



ARTHUR T. CRESCI, Chairman



HANK S. MORAN



GENE F. ERIQUEZ



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

June 7, 1988

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

Re: Proposed Leases

The ad hoc committee appointed to review and consider a recommendation regarding the proposed leases met on March 2, 1988 and on May 6, 1988 in the Fourth Floor Lobby in City Hall. In attendance were committee members Cresci, Eriquez and Moran. Also attending were Comptroller Dominic Setaro and Associate Director of Housing Paul Schierloh.

The committee reviewed three proposed leases: The Montessori School, the Carriage House at Tarrywile Park and the house at Hatters Park. Mr. Setaro stated that the Properties Review Board considered the rate of rental currently paid, the duties performed by the two City employees currently occupying the Carriage House and the house at Hatters Park and the increase in the Consumer Price Index (for rental market) to determine their recommended rental rate increase for these two properties. For the Montessori School building Mr. Setaro noted that no lease had been negotiated at this time and the rental increase could be amended to June, 1988. Also, Mr. Setaro gave the committee recent HUD figures for 12-21-87 thereby increasing the Hatters Park rental \$44.00 and increasing the Carriage House rent \$49.00. Mr. Setaro also noted that \$100 per month allowance is given to each house for duties performed and responsibilities. That \$100 allowance is for utilities for each house so it can be noted that each lease is \$200 lease because we have individuals taking on added responsibilities and supplying their own utilities.

Given these factors, the Board recommended the following lease rates and terms be set:

1. Carriage House at Tarrywile Park from \$500 per month to \$675 per month. Occupant - Robert Ryerson.

2. House at Hatters Parks from \$200 per month to \$581 per month. Occupant - William Ambrose.

3. Montessori School building at Tarrywile Park from \$350 per month, remaining at \$350 per month. Occupant - Montessori School

Each will be adjusted annually effective May 1st each year. Mr. Schierloh reported that these proposed rental rates are appropriately indexed utilizing the CPI as it relates to government market rentals.

After this discussion, Mr. Eriquez moved to recommend to the Common Council that the three leases and terms set forth within be approved by the Common Council and that the Properties Review Board continue to review and recommend adjustments on a yearly basis for leases involving occupied city buildings. Seconded by Mr. Moran. Motion carried unanimously.

Respectfully submitted,

ARTHUR T. CRESCI, Chairman

HANK S. MORAN

GENE F. ERIQUEZ

This Indenture,

35

Made by and between the City of Danbury, a municipality organized and existing under the laws of the State of Connecticut, acting herein by Joseph H. Sauer, Jr., its Mayor.

Lessor, and Elizabeth Jowdy d/b/a Anderson Montessori School on 5 Mountainville Road, Danbury, Connecticut,

Lessee, WITNESSETH: That the Lessor has leased, and does hereby lease to the said Lessee real property described in Appendix A attached hereto for the term of five (5) years from the first day of May, A.D., 1988, for the rent of Twenty-One Thousand (\$21,000.00) and 00/100 Dollars, payable in equal monthly payments of Three Hundred, Fifty (\$350.00) and 00/100 Dollars, each, to wit: on or before the first day of each month.

The basic monthly rent (as calculated on an annual basis), shall be adjusted upward in the same ratio as the Index Number for which computations have been made for May 1st of each year of this five year term in the United States Consumer Price Index, CPI All Urban Consumers (CPI-U) N.Y., N.J., Northeastern N.J., All Items (1967=100), ("Index") published by the Bureau of Labor Statistics of the United States Department of Labor, is greater than the Index Number ascertained as above for the month of May, 1988. In the event that such Consumers Price Index ceases to use the 1967 average of 100 as the basis of calculation, or if a substantial change is made in the terms or number of items contained in such consumers Price Index, then such Consumers Price Index shall be adjusted to the figure that would have been arrived at had the change in the manner of computing such Consumers Price Index in effect at the time of the inception of this lease not been made.

~~for the term of~~ ~~from the~~ ~~day of~~ ~~April 19~~
~~for the~~ ~~rent of~~ ~~payments of~~ ~~Dollars~~
~~payable in~~ ~~each to wit on the~~ ~~day of~~ ~~Dollars~~

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

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

37

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

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

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

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

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

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

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

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

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

AND THE LESSEE FURTHER AGREES AS FOLLOWS:

1. LESSEE agrees to pay all utilities used on the premises.
2. LESSEE agrees to maintain the premises, and perform general repairs and maintenance at its sole expense. Structural repairs shall be performed by the LESSEE based upon the parties' mutual agreement as to scope.
3. LESSEE agrees to maintain during the course of the Lease Agreement an insurance policy insuring the premises, operations and tenant liability including property damage and personal or bodily injury liability as well as molestation. Said policy shall be in the minimum amount of \$500,000 per occurrence; tenant liability insurance to be in an amount not lower than \$300,000. All insurance certificates shall name the City of Danbury as additional insured, shall specify a thirty day cancellation period and shall be submitted to LESSOR for approval prior to the execution of this agreement.

4. LESSEE agrees to take the leased premises in an "AS IS" condition as of the execution of this Agreement. In addition, LESSEE agrees to maintain the leased premises in conformance with the Building Code of the State of Connecticut as amended. LESSOR will advise LESSEE of any lack of compliance therewith.

35

In Witness Whereof, the parties hereto have hereunto set their hands and seals, and to a duplicate of the same tenor and date, this _____ day of _____ A. D. 19 88.

Signed, Sealed and Delivered in presence of

_____ THE CITY OF DANBURY (LESSOR) 

_____ By: _____ 

_____ Joseph H. Sauer, Jr., its Mayor 

_____ 

_____ ELIZABETH JOWDY D/B/A 

_____ ANDERSON MONTESSORI SCHOOL

State of Connecticut, }
County of FAIRFIELD } SS. Danbury

On this the _____ day of _____, 19 88, before me, the undersigned officer, personally appeared Elizabeth Jowdy d/b/a Anderson Montessori School known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained. In Witness Whereof, I hereunto set my hand and official seal.

Title of Officer

State of Connecticut, }
County of FAIRFIELD } SS. Danbury

On this the _____ day of _____, 19 88, before me, the undersigned officer, personally appeared Joseph H. Sauer, Jr. of the City of Danbury, a corporation, and that he as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Mayor. In Witness Whereof, I hereunto set my hand and official seal.

Title of Officer

APPENDIX A

Commencing on a point on the westerly line of Mountainville Road, said point being the northeasterly corner of the land herein described, thence along westerly line of Mountainville Road S. 00 12° 29" E. a distance of 66.13 feet to a point, thence continuing along westerly line of Mountainville Road S. 02 21° 36" W. a distance of 98.83 feet to a point, thence turning westerly along the dividing line of land now or formerly Michael A. Kallas, et ux and the land herein described, S. 59 50° 46" W. a distance of 70.01 feet to a point, thence S. 64 02° 19" W. a distance of 50.51 feet to a point, thence S. 86 14° 13" W. a distance of 15.69 feet to a point, thence S. 70 32° 29" W. a distance of 51.51 feet to a point, thence turning northwesterly N. 23 27° 43" W. a distance of 147.16 feet to a point, which point being the southwesterly corner of land of now or formerly Michael J. Dratch, et ux, thence turning northeasterly along the northerly boundary of land herein described N. 65 27° 43" E. a distance of 60.00 feet to a point, thence W. 65 41° 03" E. a distance of 195.34 feet to the point or place of beginning.

BOUNDED:

- Northerly:** By lands now or formerly of Roger Metivier, et ux; Edward J. Sossei, et ux; Edward T. Connors, et al; Michael J. Dratch, et ux; and Marguerite Mitchell, each in part.
- Easterly:** By Mountainville Road.
- Southerly:** By land, now or formerly, of Michael A. Kallas, et ux and Alan Van Valkenburg; each in part.
- Westerly:** By other land of the City of Danbury.

The City of Danbury reserves a fifteen (15') foot wide right of way along the northerly property line to pass and repass and for the installation of utilities.

For a more particular description reference is made to a map entitled "Map Showing a Portion of Property of City of Danbury to be Leased to Montessori School Mountainville Road, Danbury, Conn. Scale 1" = 30'" dated April 1, 1987 revised April 28, 1987 and declared substantially correct by Irene H. Despejate, P. E. & R. L. S. No. 12050, which map is to be filed in the office of the Danbury Town Clerk.

SUBJECT TO such rights of way and easements over the above described property which may of record appear.

Revised April 28, 1987

This Indenture,

Made by and between the City of Danbury, 155 Deer Hill Avenue, Danbury, Connecticut,

Lessor, and William Ambrose and Mary Ambrose, Hatters Community Park, 7 East Hayestown Road, Danbury, Connecticut

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

A single-family dwelling located at Hatters Community Park, which dwelling is outlined and referenced on a map attached hereto and marked as Schedule A.

for the term of one year* from the first day of May A. D., 1988 ,
for the monthly rent of Five Hundred and Thirty-Seven (\$537.00) ** Dollars,
payable in ~~payments of~~ ~~Dollars,~~
~~each to wit: on the~~ ~~day of~~ first day of each month of the lease
~~period.~~

- * With option to renew for an additional one (1) year period by Lessees.
- ** Increased annually on the first of each May by the percentage increase in Lessee's salary divided by two (2) which increase shall have occurred during each annual period.

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

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

5

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

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

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

And it is further agreed between the parties hereto, that the Lessees shall ~~not~~ comply with, and to conform to all the Laws of the State of Connecticut, and the by-laws, rules and regulations of the City and Town within which the premises hereby leased are situated, relating to Health, Nuisance, Fire, Highways and Sidewalks, so far as the premises hereby leased are, or may be concerned; and to save the Lessor harmless from all fines, penalties and costs for violation of or non-compliance with the same, and that said premises shall be at all times open to the inspection of said Lessor its agents, to applicants for purchase or lease, and for necessary repairs.

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

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

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

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

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

AND THE LESSEES FURTHER AGREE AS FOLLOWS:

1. LESSEES shall pay a security deposit in the amount of one month's rent which shall be deposited with LESSOR as security for LESSEES' faithful performance of their obligations hereunder.

2. In addition to the rent agreed upon in this Lease, William Ambrose agrees to do the following as part of the consideration of this Lease:

TO:

(a) Undertake surveillance of the property twice each day; once at dusk and once before retiring for the evening. Surveillance on weekends means inspection of the banquet room and picnic pavillion by 7:30 a.m.

(b) Be the contact person for groups using the facilities.

(c) Make necessary calls for emergencies, i.e. plumbing problems.

- (d) call the Police Department when necessary and log calls pertaining to disruptive incidents.
- (e) Notify Parks and Recreation Director if he is going to be away for an extended period of time.
3. In the event that LESSEE'S employment is terminated by LESSOR, notification to LESSEE of such termination shall operate as thirty (30) days notice of termination of this agreement.
4. LESSEE agrees to maintain during the course of this lease an insurance policy for tenant's liability in the minimum amount of \$300,000 per occurrence. Said policy shall name the City of Danbury as additional insured, shall specify a thirty day cancellation period and shall be submitted to LESSOR for its approval prior to the execution of this agreement.

30

In Witness Whereof, the parties hereto have hereunto set their hands and seals, and to a duplicate of the same tenor and date, this _____ day of _____ A. D. 19 88.

Signed, Sealed and Delivered in presence of

_____ CITY OF DANBURY (LANDLORD) 

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

By: _____ 
William Ambrose (Tenant)

By: _____ 
Mary Ambrose (Tenant)

State of Connecticut, }
County of FAIRFIELD } SS. Danbury

On this the _____ day of _____, 1988, before me, _____, the undersigned officer, personally appeared William Ambrose and Mary Ambrose whose name subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

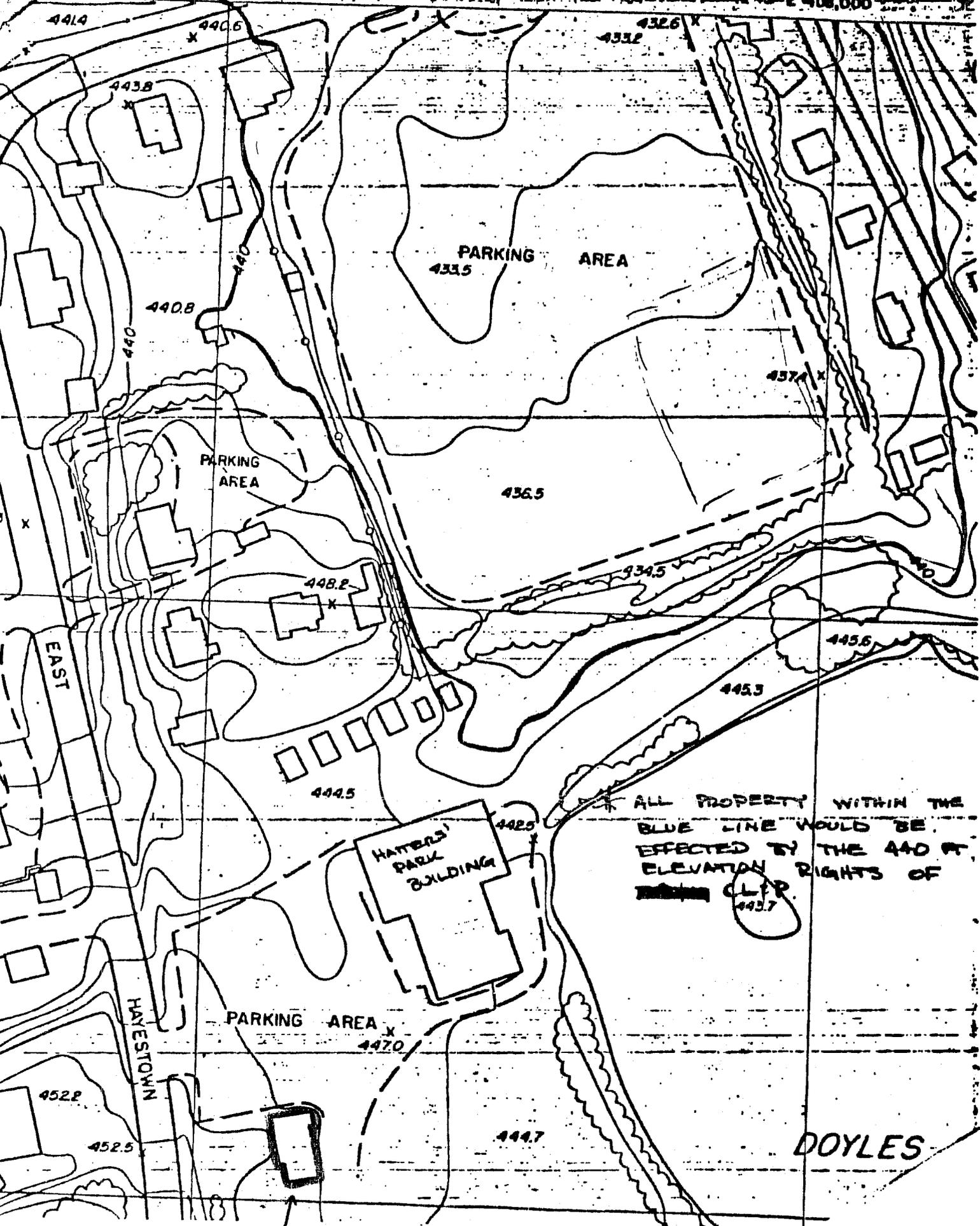
State of Connecticut, }
County of FAIRFIELD } SS. Danbury

On this the _____ day of _____, 1988, before me, _____, the undersigned officer, personally appeared Joseph H. Sauer, Jr. who acknowledged himself to be the Mayor of the City of Danbury, a corporation, and that he as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Mayor.

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

Title of Officer

Title of Officer



ALL PROPERTY WITHIN THE
 BLUE LINE WOULD BE
 EFFECTED BY THE 440 FT.
 ELEVATION RIGHTS OF
 CLIP.
 443.7

AMBROSE
 RENTAL
 PROPERTY

SCHEDULE A

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

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

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

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

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

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

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

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

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

AND THE LESSEES FURTHER AGREE AS FOLLOWS:

1. LESSEES shall pay a security deposit in the amount of one (1) month's rent which shall be deposited with LESSOR as security of LESSEES' faithful performance of their obligations hereunder.
2. In addition to the rent agreed upon in this Lease, LESSEES agree to do the following as part of the consideration of this Lease:

TO undertake:

- (a) Surveillance of the property including the greenhouse area, mansion, orchards and gatehouse. Such surveillance shall be done twice each day.
- (b) Inspect the mansion, greenhouse and gatehouse daily before retiring for the evening.

- (d) Make necessary calls for emergencies, i.e. police, fire.
 - (e) Notify the Mayor of the City of Danbury if LESSEES are to take an extended absence.
3. LESSEES agree to maintain during the course of this lease an insurance policy for tenant's liability in the minimum amount of \$300,000 per occurrence. Said policy shall name the City of Danbury as additional insured, shall specify a thirty day cancellation period and shall be submitted to LESSOR for its approval prior to the execution of this agreement.

In Witness Whereof, the parties hereto have hereunto set their hands and seals, and to a duplicate of the same tenor and date, this _____ day of _____ A. D. 19 88.

Signed, Sealed and Delivered in presence of

CITY OF DANBURY, LESSOR 

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

By: _____ 
Robert G. Ryerson, Tenant

By: _____ 
Karla Ryerson, Tenant

State of Connecticut, }
County of Fairfield } SS. Danbury

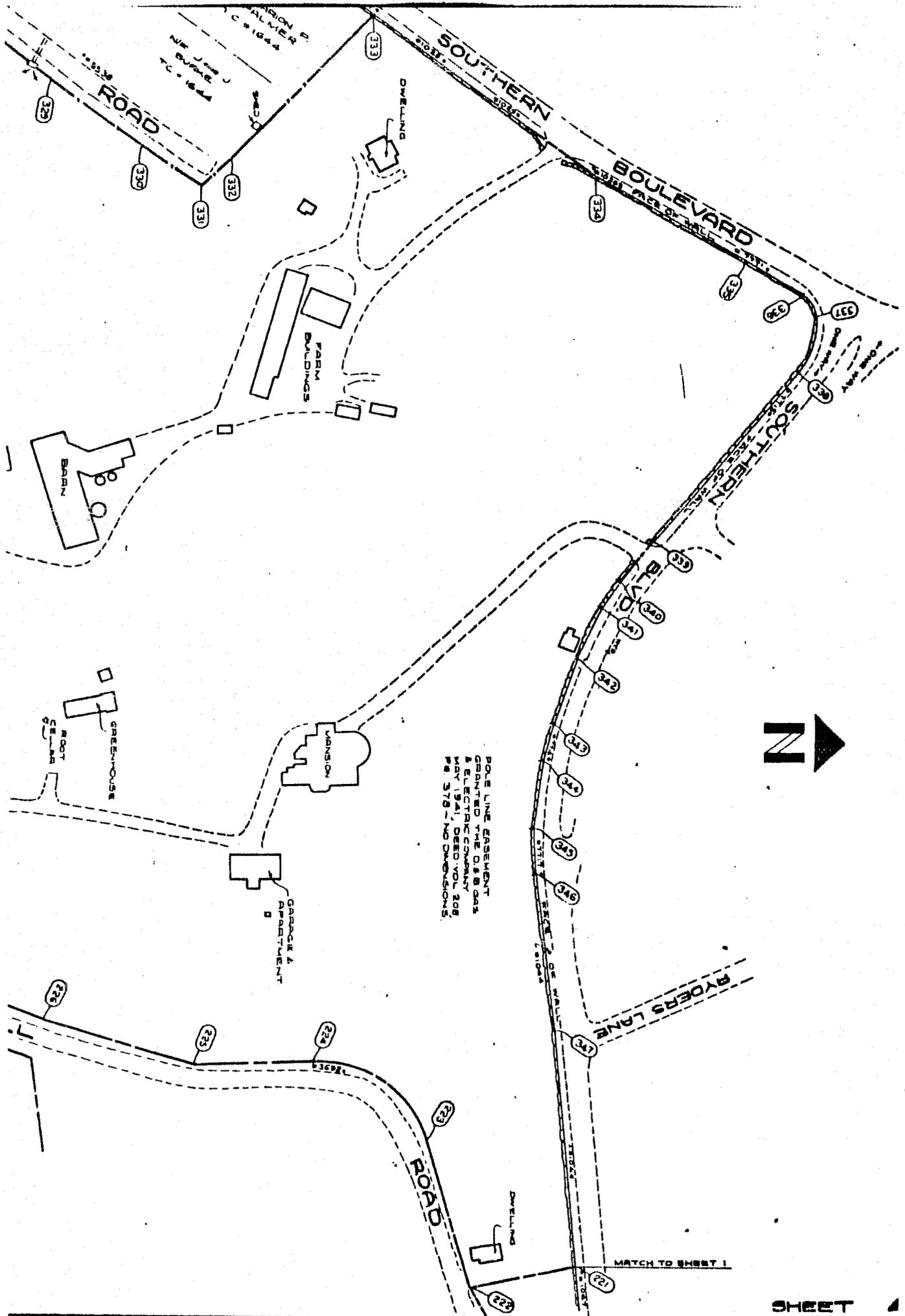
On this the _____ day of _____, 1988, before me, Robert G. Ryerson and Karla Ryerson, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the persons whose names subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained. In Witness Whereof, I hereunto set my hand and official seal.

Title of Officer

State of Connecticut, }
County of FAIRFIELD } SS. Danbury

On this the _____ day of _____, 1988, before me, Joseph H. Sauer, Jr., the undersigned officer, personally appeared _____ of the City of Danbury, a corporation, and that he as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Mayor. In Witness Whereof, I hereunto set my hand and official seal.

Title of Officer





CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

June 1, 1988

REPORT

TO: Honorable Mayor Joseph Sauer
Honorable Members of the Common Council

RE: **COMMON COUNCIL COMMITTEE MEETING —
CONNECTICUT DEPARTMENT OF TRANSPORTATION
vs. CITY OF DANBURY — REST AREA OUTFALL SEWER
(February's Agenda, Item #85)**

The committee charged to review the above issue met in City Hall, Room 432 at 8:40 P.M. on June 1, 1988. In attendance were committee members Lovie Bourne, Chair, Robert Godfrey, and William Shaw.

The chairman explained that this was an item referred to the Council and the Planning Commission in February. Planning returned it with no action taken, stating that "it does not concern them."

On February 21, the Chair spoke with Rick Gottschalk, Assistant Corporation Counsel. At that time he recommended that a meeting not be called until he and Jack Schweitzer had an opportunity to discuss the settlement. To date, no communication has been received from Corporation Counsel's office. Therefore, the Chair moved that this Committee recommend to the Council the discharging of this committee, and that Corporation Counsel when deemed necessary will ask again for a committee to evaluate the potential for settlement of this matter. Motion seconded by Robert Godfrey and passed unanimously.

Respectfully submitted,

Lovie D. Bourne
Chairman

Robert Godfrey

William Shaw

cc: Rich Gottschalk, Esq.



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

PROGRESS REPORT

June 2, 1988

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

RE: **Lease — City of Danbury and New England Aircraft
(Item #63 - January's Agenda)**

The Council committee established to review the above lease met again on June 1, 1988, at 7:33 P.M. in Room 432 of City Hall.

Present were Committee members, L. Bourne, Chair, R. Godfrey, and W. Shaw; and L. Pinter, Corporation Counsel's Office; D. Setaro, Acting Director of Finance; P. Estefan, Airport Administrator; Aviation Commission members, R. Gawe, Chair, D. Crudington, R. Scalzo, J. Scarfi; and R. Whalen of New England Aircraft.

The Chair began the meeting by reviewing the appraisal report from Tom Collins Appraisals. The report, a copy of which is on file in the City Clerk's office, is very detailed and extensive. It covered four appraisal techniques for evaluating the property as follows:

Cost Approach	N/A
Comparable Lease Approach	\$8,700.00 per year
Direct Sales Comparison Approach	\$91,000.00*
Income Approach Lease Value	\$9,400.00

(* Per the report, a price of \$6.00/sq.ft. or \$261,000 is considered fair for industrial land similar to the subject.)

The Committee and Mr. Setaro felt that the Comparable Lease Approach as explained in the appraisal was the best approach for the City. This approach as per the appraisal report, "considers leases of comparable properties. Adjustments were made for location. This method is considered to be a good indicator of value because it reflects the current trends and activities in the rental market." The appraisal also recommended increasing the lease \$.04 per square foot each five years (1 acre = 43,560 square feet).

**Lease — City of Danbury and New England Aircraft
(Item #63 - January's Agenda)**

Page -2-

However, after going over the lease and firming up the appraisal recommendation, the Aviation Commission members, all of whom had not reviewed the entire report, felt that the appraisal was too high. A lengthy discussion ensued regarding the property comparison locations, etc. The overall general feeling by Aviation Commission members was that this appraisal company perhaps is not familiar with aviation property appraisals. Note that the Aviation Commission's recommendation would have leased the property at \$3300.00.

B. Shaw proposed that we go out into the marketplace and get someone familiar with aviation property to do a comparable appraisal. R. Godfrey seconded. Passed unanimously. Mr. Estefan will contact the FAA and other sources to come up with a listing and contact the Committee Chair when this is accomplished.

Motion to adjourn at 8:37 P.M.

Respectfully submitted,



Lovie Bourne, Chairman

Robert Godfrey

William Shaw

LB/eos

cc: P. Estefan

P.S. The Chairman spoke with Mr. Frank O'Neill, Jr. of Tom Collins Appraisers on 6/2. Yes, this was the first airport property appraisal his company had undertaken. However, he stated that they have extensive commercial and industrial property appraisal experience in this area.



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

June 7, 1988

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

Re: Repaving of East King Street

The Common Council Committee appointed to review the request for funds to repave East King Street met on May 24, 1988 at 7:00 P.M. in City Hall. In attendance were committee members Connell and Regan. Mr. DaSilva had a previous commitment. Also in attendance were Director of Public Works Daniel Minahan and Comptroller Dominic Setaro.

Mr. Minahan stated that the road in disuse is approximately 2,570 feet in length and 16 inches in width. The unpaved portion of the road is City owned and City maintained. The road is a dead end. Maintenance of the road includes sanding, plowing and grading. Mr. Minahan said that the City could pave the road a portion at a time with leftover asphalt. The letter received from Allen George asks that the road be paved all at once. The maintenance that is now done will not have to be done in the future, thereby paying back the amount that is spent to repave the road.

Mr. Regan made a motion to allocate \$6,000 to repave the road and to allocate the money to rebuilding and repaving of highways. This will be done this fiscal year, but in 1988 and 1989 starting in July. Seconded by Mr. Connell. Motion carried unanimously.

Respectfully submitted,

Barry J. Connell, Chairman

ARTHUR REGAN

JOSEPH DaSILVA



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

PUBLIC WORKS
(203) 797-4537

DANIEL J. MINAHAN
DIRECTOR OF PUBLIC WORKS

June 7, 1988

 TO: JOSEPH H. SAUER JR., MAYOR
FROM: D.J. MINAHAN, DIRECTOR OF PUBLIC WORKS

Please include on the Common Council agenda for the June 7, 1988 meeting request revision to the City Ordinance 16A-31 for tonnage charge at the Danbury Land-fill as per the 1988-89 budget. The fee will go from \$12.00 to \$18.00 per ton effective August 1, 1988.

DJM:mp
cc: file



410

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

June 7, 1988

PLEASE REPLY TO:

DANBURY, CT 06810

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

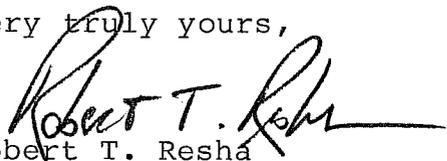
Re: City of Danbury v. State of Connecticut -
Condemnation of Airport Properties

Dear Mayor and Council Members:

Kindly appropriate the sum of \$12,500.00 to cover the costs of litigation in the above-entitled case. This figure represents an estimate, but should be close to the final figure.

Thank you for your consideration in this regard.

Very truly yours,


Robert T. Resha
Corporation Counsel

RTR:cr



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

June 7, 1988

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

Re: City of Danbury vs. State of Connecticut
Airport Condemnation -- Settlement

Dear Mayor Sauer and Council Members:

An offer of settlement has been made to the city of Danbury in the above matter.

I realize that this is short notice, but this offer was just made this morning, and I must report back to the Court immediately after your consideration of this offer.

Kindly add this matter to your agenda this evening.

Very truly yours,

Robert T. Resha
Corporation Counsel



41

CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

**DEPARTMENT
OF FINANCE**

June 9, 1988

Certification #69

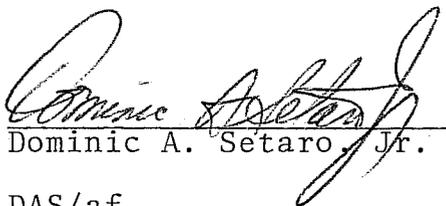
TO: Common Council via
Mayor Joseph H. Sauer

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

Per Common Council approval, I hereby certify the availability of \$12,500.00 to be transferred from the General Fund fund balance to the Corporation Counsel's Outside Services Account #02-01-150-029500.

The above request for funds was approved by Common Council on June 7, 1988 pending this certification.

Balance of G.F. Fund Balance	\$1,010,023.30
Less pending requests	18,100.00
Less this request	12,500.00
	<hr/>
	\$ 979,423.30



Dominic A. Setaro, Jr.
DAS/af