

COMMON COUNCIL MEETING AGENDA

AUGUST 5, 1986

Meeting to be called to order at 8:00 O'Clock P.M. by the Honorable Mayor James E. Dyer

PLEDGE OF ALLEGIANCE TO THE FLAG

PRAYER

ROLL CALL

Council Members - Johnson, Sollose, Philip, Torcaso, Godfrey Flanagan, Zotos, Hadley, Rotello, Cassano, McManus, Gallo, Esposito Charles, Boynton, Butera, DaSilva, Eriquez, Farah, Smith, Torian.

17 Present 4 Absent.

NOTICES & ANNOUNCEMENTS BY MAYOR DYER

CONSENT CALENDAR

The Consent Calendar was

MINUTES ✓

Minutes of Common Council Meetings held on June 3, 1986, June 12, 1986 and July 1, 1986 & July 22, 1986.

The Minutes were

01
COMMUNICATION

- Appointment to the position of Assistant City Clerk

The Communication was & Appointment

02
CLAIMS

Mark P. Cosentino - Marlene Caprilozzi - Mary Rooke - Mark Cimino - Mildred Novella - William J. Cioffi - Estate of Wendy Hadden - Ethan Allen Inn re: Joseph H. Bumsted.

The Claims were

03 -
RESOLUTION

- Application for a Grant to reconstruct Post Office Street as a Pedestrian Way.

The Resolution was

04
RESOLUTION

- Tax Abatement for Beaver St. Apts.

The Resolution was

05
RESOLUTION

- Grant Application for Danbury Commission on Aging.

The Resolution was

06 ✓
RESOLUTION

- Hayestown Avenue Road Widening Project.

The Resolution was

COMMON COUNCIL MEETING AGENDA

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- 06-1 ✓
COMMUNICATION - Moratorium on Sewer & Water Extensions to adjacent Towns.
The Communication was
-
- 07 ✓
COMMUNICATION - 1986-1987 State Aid Road Funds
The Communication was
-
- 07-1 ✓
COMMUNICATION - Request for a committee to review Ambulance Service and Paramedic Service.
The Communication was
-
- 08 ✓
COMMUNICATION - Request for acceptance of Augusta Drive, Finance Drive, Finance Drive Ext. and Commerce Drive.
The Communication was
-
- 08-1 ✓
COMMUNICATION - Request to accept Royal Pine Drive and Fairway Drive.
The Communication was
-
- 09 ✓
COMMUNICATION - Application of Fair Realty Co. for extension of water to Federal Road.
The Communication was
-
- 010 ✓
COMMUNICATION - Request from Somers Village, Inc. to use sewer line on Somers Street solely for Building "A"
The Communication was
-
- 011 ✓
COMMUNICATION - Application of A & K Associates to extend water line in Lake Kenosia to 44 Lake Avenue Ext.
The Communication was
-
- 012 ✓
COMMUNICATION - Request by Danbury Suburban Residential Corporation for sewer to Breezy Hill Road - Terrace Hgts Subdivision.
The Communication was
-
- 013 ✓
COMMUNICATION - Drainage problem - Hillside St.
The Communication was
-
- 014 ✓
COMMUNICATION - Request of Mrs. Mary Corey for an easement on Aunt Hack Road
The Communication was

COMMON COUNCIL MEETING AGENDA

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015 ✓

COMMUNICATION - William E. Hull - 49 Stadley Rough Rd. - Drainage Easement.

The Communication was

016 ✓

COMMUNICATION - Request from Alexandria Moffa for a road to be extended from Tomlinson Ave/Morris St. to Benedict Avenue.

The Communication was

017 ✓

COMMUNICATION - Request from "Message Center Beepers" to lease space on the Beacon Tower on the Mountain East of Danbury Airport.

The Communication was

018 ✓

COMMUNICATION - Request from Motorola Communications & Electronics, Inc. for permission for Antenna site use at the Spruce Mountain Tower.

The Communication was

019 ✓

LEASE - Rental of Carriage House - Tarrywile Park

The Lease was

020 ✓

COMMUNICATION - Request for a solution to the conditions in the Eden Drive Area.

The Communication was

021 ✓

COMMUNICATION - Request for Water Tax Rate structure to be included with the Water Tax Bills.

The Communication was

022 ✓

COMMUNICATION - Noise & Hearing Damages

The Communication was

023 ✓

COMMUNICATION - Request from the Comptroller to borrow funds temporarily from the General Fund to pay for preliminary costs of the Recreation and Cultural Bond Issue.

The Communication was

024 ✓

COMMUNICATION - Request from the Danbury Cemetery Association, Inc. for additional funds.

The Communication was

COMMON COUNCIL MEETING AGENDA
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025 ✓

COMMUNICATION - Request for funds for Charter Revision Commission.

The Communication was

026 ✓

COMMUNICATION - Request from Community Action Committee of Danbury, Inc. for additional funds to be allocated towards Program functions.

The Communication was

027 ✓

COMMUNICATION - Request from Community Action Committee of Danbury, Inc. for \$137,000 for Youth Programs.

The Communication was

028

COMMUNICATION - Appointments to the Candlewood Lake Authority.

The Communication was accepted and appointments confirmed.

029

COMMUNICATION - Appointments to the Environmental Impact Commission

The Communication was accepted and appointments confirmed.

029-1 ✓

D.M.E.A. Employee's Assoc. Agreement

The Agreement was ~~DISAPPROVED~~

030 ✓

Fire Chief	<u>DEPARTMENT REPORTS</u>	Housing Inspector
Fire Marshal		Blood Pressure Program
Health Inspector		Airport Administrator
Occupational Health Services		Municipal Agent for the
Building Inspector		Elderly

The Reports were

031 ✓

REPORT - Progress Report - Trees on Barnum Road

The Report was

032 ✓

REPORT - Progress Report - Request to purchase property on Hakim St. Ext.

The Report was

033 ✓

REPORT - Request of Brady Travel Center to purchase property at White & National Place.

The Report was

COMMON COUNCIL MEETING AGENDA

AUGUST 5, 1986

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034 ✓

REPORT &
RESOLUTION

- Request of Union Carbide Corporation for the City to abandon a portion of Serre Road

The Report was

035 ✓

REPORT &
RESOLUTION

- East Franklin St. Bridge

The Report was accepted and Resolution adopted.

036 ✓

REPORT &
RESOLUTION

- Thorpe St. Bridge

The Report was accepted and Resolution adopted.

037 ✓

REPORT

- Connecticut Neighborhood Assistance Act.

The Report was

038 ✓

REPORT &
ORDINANCE

- Regional Resource Recovery Authority.

The Report was

039 ✓

REPORT

- Request from Amerigo Vespucci Lodge

The Report was

040 ✓

REPORT

- Tarrywile Lake Road

The Report was

041 ✓

REPORT &
CERTIFICATION

- Household Hazardous Waste Days.

The Report was accepted and transfer of funds authorized.

042 ✓

REPORT

- Request from the Redevelopment Agency to purchase the Jackson Hanson Property on Main St.

The Report was

043 ✓

REPORT &
ORDINANCE

- Sewer Permit Fees

The Report was accepted and Ordinance deferred for Public Hearing

COMMON COUNCIL MEETING AGENDA

AUGUST 5, 1986

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044
REPORT

- Progress Report - Improvements to Bear Mountain Road

The Report was _____

045
REPORT

- Request of Emilio Plante to extend water to 13 Belmont Circle.

The Report was _____ & request was _____.

046
REPORT

- Request of James & Theresa Collingham for sewer & water extension - corner of Lombardi and Short Streets.

The Report was _____ & request was _____.

047
REPORT

- Request for sewers to 32 Padanaram Road.

The Report was _____

048
REPORT

- Request for water to Blueberry Lane.

The Report was _____ & request was _____.

049
REPORT
&
RESOLUTION

- To join the Conn. Interlocal Risk Management Agency and its Workers' Compensation Pool.

PUBLIC SPEAKING SESSION

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

CONSENT CALENDAR

COMMON COUNCIL MEETING - AUGUST 5, 1986

- 03 - Resolution - Application for a Grant to reconstruct Post Office Street as a Pedestrian Way.
- 04 - Resolution - Tax Abatement for Beaver St. Apts.
- 05 - Resolution - Grant Application for Danbury Commission on Aging.
- 06 - Resolution - Hayestown Avenue Road Widening Project.
- 07 - Communication - 1986-1987 State Aid Road Funds
- 015 - Communication - William E. Hull - 49 Stadley Rough Rd. - Drainage Easement
- 29-1 - D.M.E.A. Employee's Assoc. Agreement & Certification of funds.
- 031 - Report - Progress Report - Trees on Barnum Road
- 032 - Report - Progress Report - Request to purchase property on Hakim St. Ext.
- 033 - Report - Request of Brady Travel Center to purchase property at White and National Place.
- 034 - Report - Request of Union Carbide Corporation for the City to abandon a portion of Serre Road
& Res.
- 035 - Report & Resolution - East Franklin St. Bridge
- 036 - Report & Resolution - Thorpe St. Bridge
- 037 - Report - Connecticut Neighborhood Assistance Act.
- 038 - Report & Ordinance - Regional Resource Recovery Authority.
- 039 - Report - Request from Amerigo Vespucci Lodge.
- 040 - Report - Tarrywile Lake Road.
- 041 - Report & Certification - Household Hazardous Waste Days.
- 042 - Report - Request from the Redevelopment Agency to purchase the Jackson-Hanson Property on Main St.
- 044 - Report - Progress Report - Improvements to Bear Mountain Road.
- 045 - Report - Request of Emilio Plante to extend water to 13 Belmont Circle.
- 046 - Report - Request of James & Theresa Collingham for sewer & water extension - corner of Lombardi & Short Streets.
- 047 - Report - Request for sewers to 32 Padanaram Road.
- 048 - Report - Request for water to Blueberry Lane.
- 049 - Report & Resolution - To join the Conn. Interlocal Risk Management Agency and its Workers' Compensation Pool.

CM/mr

#27
COMMON COUNCIL - ROLL CALL

BEVERLY JOHNSON	✓	
DONALD SOLLOSE	✓	
PETER W. PHILIP	✓	
CAROLE TORCASO	✓	
ROBERT GODFREY	✓	
STEPHEN FLANAGAN		
NICHOLAS ZOTOS	✓	
PHILIP HADLEY		✓
LOUIS A. ROTELLO		
ANTHONY CASSANO	✓	
CONSTANCE McMANUS	✓	
BERNARD GALLO	✓	
JOHN ESPOSITO	✓	
LOUIS T. CHARLES	✓	
ERNEST BOYNTON	✓	
JANET BUTERA		
JOSEPH DaSILVA	✓	
GENE ERIQUEZ	✓	
MOUNIR FARAH		
STANFORD SMITH		✓
EDWARD T. TORIAN		✓

#26

COMMON COUNCIL - ROLL CALL

yes

no

	yes	no
BEVERLY JOHNSON		✓
DONALD SOLLOSE		✓
PETER W. PHILIP	✓	
CAROLE TORCASO	✓	
ROBERT GODFREY	✓	
STEPHEN FLANAGAN		
NICHOLAS ZOTOS	✓	
PHILIP HADLEY		✓
LOUIS A. ROTELLO		
ANTHONY CASSANO	✓	
CONSTANCE McMANUS	✓	
BERNARD GALLO	✓	
JOHN ESPOSITO	✓	
LOUIS T. CHARLES	✓	
ERNEST BOYNTON	✓	
JANET BUTERA		
JOSEPH DaSILVA	✓	
GENE ERIQUEZ		✓
MOUNIR FARAH		
STANFORD SMITH		✓
EDWARD T. TORIAN		✓

No paperwork was
found in the file.

Sorry for the
inconvenience, we
will continue to
update files if
information becomes
available.



Ethan Allen Inn

Exit 4 I-84
Danbury, Connecticut 06811
203-744-1776

2
Don Zabiato

18-Jul-86

Mayor James Dyer
City Hall
Danbury, Ct. 06810

RECEIVED

JUL 22 1986

OFFICE OF CITY CLERK

JUL 22 1986

Dear Mayor Dyer:

Enclosed please find a copy of a letter from Mr. Joseph H. Bumsted of Wire Products & Molded Fiber, concerning his car being flooded while parked at Ethan Allen Inn on July 13, 1986. As stated the carpeting in his car needs to be removed and/or replaced and he also indicates that some electrical problems exists in the right door window which he is holding Ethan Allen Inn liable for any expenses incurred.

After investigating this flooding problem, which has occurred several times in the past, we contacted your Highway Department. Within a couple of days an investigator was here and found a 36" storm sewer line was totally clogged with debris, in fact even today they have not yet been able to clear it. The water flooding our parking lot which in fact caused damage to Mr. Bumstead's automobile is a direct result of this drain being clogged.

The storm drain that I am referring to is located on the Danbury Housing Authority property.

I feel, and I think that you will agree, Mr. Bumstead's expenses should be paid by the City of Danbury and not Ethan Allen Inn, due to the improper maintenance of the storm drain. So, I will be forwarding to your attention, or whom ever you designate, the forthcoming bills from Mr. Bumstead.

I am sure, if you contact the Highway Department, you will find them familiar with the situation that exists here and that corrective action should be taken.

Thank you for your time.

RECEIVED
INSURANCE DEPT.

JUL 22 1986

Very truly yours,

William T. Doyon
William T. Doyon
General Manager



WFD:ca
Enc.



Wire Products
& Molded Fiber

DIVISION

 woodstream
CORPORATION

2
JOSEPH H. BUMSTED, Div. President

Lititz, Pennsylvania 17543

July 15, 1986

Mr. William T. Doyon
General Manager
Ethan Allen Inn
Exit 4 I-84
Danbury, CT 06810

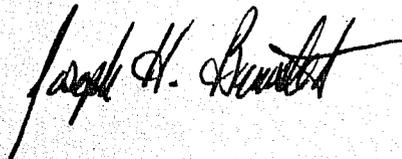
Dear Mr. Doyon:

As you will recall, my car was flooded in your parking lot Sunday night, July 13, due to the fact that the storm sewers could not carry the run-off from the heavy rains during the evening. From talking to you and another employee, it would appear that this has happened before, and you and I looked carefully at the storm drain near where I parked and found it was clogged with paper debris which would inhibit the run-off.

In as much as I was directed to park in that area, I feel that Ethan Allen Inns are liable for any expenses I incur in having the carpeting removed from the car and having the right electric window repaired, which has not worked since that evening. I did appreciate your efforts to remove the water from the inside of the car. You did wet vacuum, but as the car dries, the smell is very unpleasant and will necessitate removal and cleaning of the carpeting. I plan to have this work done by the Toyota Company and will submit you the bill at that time.

Very truly yours,

JHB/vb



July 7, 1986

Law Offices

55 Chapel Street
P.O. Box 1698
Bridgeport, CT 06604
203/336-4421

Town Clerk,
City of Danbury
Town Hall
155 Deer Hill Avenue
Danbury, Conn. 06810

NOTICE OF CLAIM

Dear Sir or Madam:

Pursuant to Section 7-465 of the Connecticut General Statutes, please take notice of the intention to bring a claim and law suit by the undersigned and please be advised of the following:

Name and Address of Claimants:

Theodore I. Koskoff
Michael P. Koskoff
Richard A. Bieder
Joel H. Lichtenstein
Thomas L. Nadeau
Frank J. Hennessy
John D. Jessep
Richard A. Fuchs
Beverly J. Hodgson
Elizabeth A. Koskoff
Rosalind J. Koskoff
Karen E. Koskoff
Carey B. Reilly
Joan C. Harrington
Bernard Pitterman

Estate of Wendy Hadden
C/o Koskoff, Koskoff & Bieder, P.C.
55 Chapel Street
Bridgeport, Conn. 06604

Names of Defendants:

The City of Danbury; the Fire Marshal for the City of Danbury, and other city employees whose identities are unknown at this time.

Legal Assistants

Jonathan J. Cappel
Adria L. Henderson
Linda Grossberg
Marsha G. Myatt
Dana A. Cramer
Joan E. Keane

Date of Occurrence:

January 11, 1986

Place of Occurrence:

16 Library Place
Danbury, Connecticut

Nature of Accident:

The decedent, Wendy Hadden, suffered severe third degree burns on January 11, 1986, resulting in her death on March 9, 1986. The injuries and resulting death were caused by the Fire Marshall of the City of Danbury, his agents, servants or employees, and/or other city employees whose identities are unknown at this time, in that they failed to properly

off
koff

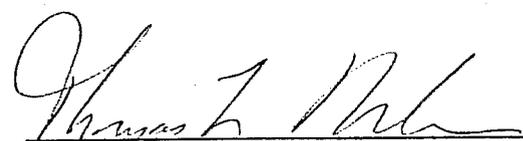
2

eder PC Town Clerk, City of Danbury

Page 2

inspect the premises, as required by the State Fire Code, to discover the violations then and there existing at 16 Library Place, Danbury, Connecticut.

The claimant listed herein will seek damages against the City of Danbury and will ask that the City of Danbury be ordered to indemnify its employees for damages caused by their negligence.



Thomas L. Nadeau
Koskoff, Koskoff & Bieder, P.C.
55 Chapel Street
Bridgeport, Conn. 06604

TLN:cm

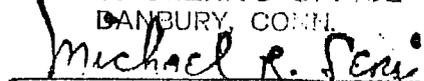
CERTIFIED MAIL
RETURN RECEIPT

RECEIVED AND FILED

JUL 8 1986

At 9:30 o'clock A. M. No.

TOWN CLERK'S OFFICE
DANBURY, CONN.


Town Clerk

RECEIVED

JUL 8 1986

OFFICE OF CITY CLERK

12
2 ✓
W.J. Cioffi
20 Capitola Road
Danbury, CT 06811

July 23, 1986

Mr. Philip Campozi
CITY HALL
155 Deer Tail Avenue
Danbury, CT 06810

RECEIVED
AUG 1 1986
OFFICE OF CITY CLERK

Dear Mr. Campozi:

Having made a number of ill-fated attempts to resolve a civil matter, we find no other recourse but to ask for your assistance.

Specifically, on Saturday, May 24, while observing our sons in little league play at Rogers Park, both of our automobiles were erroneously ticketed and towed away. While trying to digest what had happened, one could not help but notice that put in their places was a tractor trailer. (We later found out it was to be used as the grandstand for Danbury's Memorial Day parade held that following Monday). Realizing this, we surveyed the site where our vehicles were and noted that no evidence of parking restrictions existed within the vicinity (see attached photos). A police officer at the park informed us that it was a police order that initiated the removal of our cars and graciously radioed headquarters to locate our vehicles.

At this point, dealing with the frustration of what had happened and having had to cancel important appointments we both had for that afternoon, we diligently went to the police station for some answers. Sergeant Hinkley was the first person to be addressed of the situation. His summation was that on Friday, the contractor (who coordinated the materials needed for the parade) requested that he be allowed to deliver the trailer Saturday morning rather than on Sunday and was given permission to do so. Therefore, an attempt to post signs Friday night every 75 feet along the area in question was made. However, as you can see by the photographs taken minutes after the incident, this was not rightly accomplished. Any signs indicating "No Parking" were posted at least 75 to 100 feet behind the area in question separated by a driveway.

Sergeant Hinkley drove to the site to confirm our allegations and returned displaying reservations concerning the signs. Although sympathetic to our cause, his hands were tied and he suggested that we discuss this with Deputy Chief Gantert.

Continued...

2

Mr. Philip Campozi
July 23, 1986
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It is here in the story that what appeared to be just a slight monetary loss and inconvenience exceeds what can easily be described as an incomprehensible sequence of events. That following Tuesday we had our meeting with Deputy Chief Gantert who for some reason couldn't understand why we wanted to see him. In fact, his opening comments were, "I'm not sure why you are here... it appears to be an open and shut case...there were signs posted...". You can imagine his surprise when I handed him the photographs you now have while asking him to show us the signs. Realizing that a mistake was made, he rescinded the summonses and attempted to retrieve our money from the towing service. When failing in his attempt, he offered to find a method of returning our money rather than having to go through the court system. He suggested that we consult with Chief Masedo. He indicated that it might be possible to redeem our losses through petty cash and promised to offer that idea to the Chief prior to our meeting. We agreed to follow his suggestion and proceeded to make an appointment with the Chief that following week.

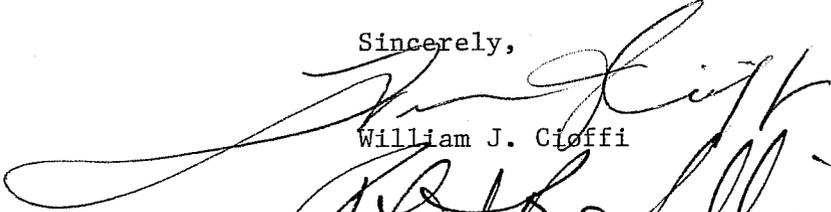
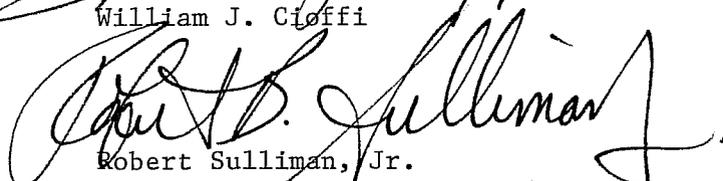
Chief Masedo met with us but with little results. He disagreed with Deputy Chief Gantert's proposal on how to settle the situation and explained to us that the only way we can receive retribution is to go through the courts. He had us contact, or shall I say, try to contact, Attorney Frizzelli for an appointment. After numerous phone calls, none of which he returned, we were able to finally reach him. He instructed us to go to the Department of Motor Vehicles or the police department to obtain an appeals form.

A look of gross bewilderment is an understatement when I describe to you the Department of Motor Vehicle's clerk's response to our inquiry. In essence, they had never seen or heard of such a form. We relayed this information to Deputy Chief Gantert who himself physically attempted to obtain the form. He too received a similar response. When Attorney Frizzelli was questioned about this, he side-stepped the conversation and demanded a reason why we kept bothering him pursuing this appeal. It was at this point that we decided to get the Mayor's office involved.

Mr. Campozi, as a result of this fiasco both Mr. Sulliman and I feel that the injustice of these events have far exceeded any monetary loss imagined. It has taken much of our time, effort and more importantly, our confidence away from this city's interdepartmental communication and its management. Our concern is not only for ourselves but for every citizen of Danbury. Your help is greatly needed and we are hoping that through your efforts no other citizen will have to contend with this circle of disconcern.

Your expeditious response to our request will be greatly appreciated.

Sincerely,


William J. Cioffi

Robert Sulliman, Jr.

SECOR, CASSIDY & McPARTLAND

P. C.

ATTORNEYS AT LAW

41 CHURCH STREET

POST OFFICE BOX 2818

WATERBURY, CONNECTICUT 06723

TELEPHONE (203) 757-9261

DANBURY OFFICE

MARTIN A. RADER, RESIDENT OFFICER

57 NORTH STREET

SUITE 102

DANBURY, CONNECTICUT 06810

(203) 743-9145

CHESHIRE OFFICE

325 SOUTH MAIN STREET

CHESHIRE, CONNECTICUT 06410

(203) 272-5001

JOHN H. CASSIDY, JR.
DONALD McPARTLAND
W. FIELDING SECOR
RAYMOND F. VOELKER^o
MARTIN A. RADER
THOMAS P. RUSH *
GAIL E. McTAGGART
RICHARD D. ARCONTI
THOMAS G. PARISOT

OF COUNSEL

WILLIAM J. SECOR, JR.
J. WARREN UPSON
CHARLES E. HART 3RD †
MILTON A. SEYMOUR †

^o ADMITTED ALSO IN OHIO
* ADMITTED ALSO IN MASSACHUSETTS
† ADMITTED ONLY IN NEW YORK
OHIO AND CALIFORNIA
‡ ADMITTED ALSO IN NEW YORK

July 30, 1986

PLEASE REPLY TO DANBURY OFFICE

Mrs. Elizabeth Crudginton
City Clerk of the City of Danbury
City Hall
155 Deer Hill Avenue
Danbury, Connecticut 06810

Re: Mildred Novella

RECEIVED
AUG 1 1986
OFFICE OF CITY CLERK

Dear Mrs. Crudginton:

Pursuant to the provisions of Section 13a-149 of the Connecticut General Statutes, I hereby notify you that Mildred Novella of 6 Tooley Lane, Danbury, Connecticut was injured on a sidewalk in front of 240 Main Street, Danbury, on July 16, 1986 at approximately 2:00 P.M.

Her injuries were caused by a defect in the sidewalk in that the area was uneven, raised, of varying heights and in a state of disrepair, a condition which had come to the attention of the City long before the accident. She suffered injuries requiring treatment and admission to Danbury Hospital from where she was discharged on July 20, 1986. She incurred a fractured right knee, and contusions.

Further information regarding her injuries will be forwarded to the City as it is obtained from the treating physicians.

Very Truly Yours,


Richard D. Arconti

RDA/kg

7-17-86

3

City Clerk,

This Rock has been Moved Numerous
times, by pushing up embankment
by City trucks AND LEFT. City
Truck were here LAST week AND
at the GRASS edges AND LEFT This
rock. This should have been Moved
months ago. I Live in the neighborhood
and heard Complaints by MANY of the
neighbors. This is not the First time
this Rock has been in the ROAD, But
I Do hope It's the LAST.

RECEIVED
JUL 17 1986

OFFICE OF CITY CLERK

JUL 17 1986

Thank You

Sincerely

Mark Cimino

82 Moody LA

DANBURY CT

7940214



Any driver involved in a motor vehicle accident which results in a: (a) death or personal injury OR (b) damage to the property of any one person in excess of \$600 MUST report the accident within five (5) days TO: DEPARTMENT OF MOTOR VEHICLES, ACCIDENT SECURITY UNIT, 80 STATE STREET, WETHERSFIELD, CONNECTICUT 06109-1886.
FAILURE TO REPORT may result in suspension of the operator's license.
This accident should also be directly reported to your insurance representative. Failure to do so may jeopardize your automobile liability insurance.

Type or print in ink, pencil or carbon copies are not acceptable—use additional forms for vehicles 3,4,etc.

DATE AND TIME 7/16/86	DATE OF ACCIDENT (month, day, year) 7/16/86	DAY OF WEEK Wens.	TIME OF ACCIDENT (fill in and / one) 8:30 <input type="checkbox"/> A.M. <input checked="" type="checkbox"/> P.M.	# KILLED	# INJURED	# OF VEHICLES INVOLVED 1
CITY OR TOWN WHERE ACCIDENT OCCURRED DANBURY		STREET OR ROUTE # ON WHICH ACCIDENT OCCURRED TA AGAN PT. ROAD		AT ITS INTERSECTION WITH (street name or route #) GREAT PLAIN RD.		
IF NOT AT INTERSECTION						
1. Give distance from reference point and circle either "Feet" or "Tenths of a mile" Feet Tenths of a mile		2. Check (/) direction from reference point North S E W <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>		3. Reference point-give nearest intersecting street name or route #, underpass, overpass, bridge, river, or town line. DO NOT USE house #, utility pole # or business name. of TRANQUILITY COURT.		
POLICE AT SCENE (/ one) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		POLICE DEPARTMENT (/ if applicable) <input type="checkbox"/> Local <input type="checkbox"/> State		NAME AND ADDRESS OF PERSON ARRESTED OR SUMMONED TO COURT		

VEHICLE #1 (YOU AND YOUR VEHICLE)				OTHER VEHICLE #2			
OPERATOR NAME (last) (first) (middle initial) Cimino Mark J.				OPERATOR NAME (last) (first) (middle initial) See Diagram			
STREET ADDRESS 82 Moody LA. Danbury Ct				STREET ADDRESS			
CITY OR TOWN DANBURY CT.		STATE		CITY OR TOWN		STATE	
OPERATOR LICENSE # (/ or "learner operator") 122-672540		LICENSE STATE CONN.		OPERATOR LICENSE = (/ or "learner operator")		LICENSE STATE	
DATE OF BIRTH (month, day, year) 12/16/53		SEX M.		DATE OF BIRTH (month, day, year)		SEX	
OCCUPATION Welder				OCCUPATION			
VEHICLE OWNER NAME (last) (first) (middle initial) / if same as op #1 <input type="checkbox"/> D Cimino Donna J.				VEHICLE OWNER NAME (last) (first) (middle initial) / if same as op #2 <input type="checkbox"/>			
ADDRESS (street number and name, city or town, state, zip code) SAME				ADDRESS (street number and name, city or town, state, zip code)			
REGISTRATION PLATE # 622DGO		REG STATE Ct.		REGISTRATION PLATE NUMBER 1L47G9116312		REGISTRATION STATE	
VEHICLE YEAR AND MAKE 79 Chevrolet		MODEL Impala		VEHICLE YEAR AND MAKE		MODEL	
		BODY TYPE 2 Door				BODY TYPE	
LIST PARTS OF VEHICLE DAMAGED AND APPROXIMATE COST TO REPAIR See estimate \$				LIST PARTS OF VEHICLE DAMAGED AND APPROXIMATE COST TO REPAIR \$			

(1) INJURED PERSON'S NAME			(2) INJURED PERSON'S NAME			(3) INJURED PERSON'S NAME		
ADDRESS			ADDRESS			ADDRESS		
AGE	SEX	TAKEN TO (hospital name)	AGE	SEX	TAKEN TO (hospital name)	AGE	SEX	TAKEN TO (hospital name)
PERSON INJURED WAS (/ one and indicate veh. #) <input type="checkbox"/> Operator in Vehicle # _____ OR <input type="checkbox"/> Pedestrian <input type="checkbox"/> Passenger <input type="checkbox"/> Bicyclist			PERSON INJURED WAS (/ one and indicate veh. #) <input type="checkbox"/> Operator in Vehicle # _____ OR <input type="checkbox"/> Pedestrian <input type="checkbox"/> Passenger <input type="checkbox"/> Bicyclist			PERSON INJURED WAS (/ one and indicate veh. #) <input type="checkbox"/> Operator in Vehicle # _____ OR <input type="checkbox"/> Pedestrian <input type="checkbox"/> Passenger <input type="checkbox"/> Bicyclist		
NATURE AND EXTENT OF INJURIES			NATURE AND EXTENT OF INJURIES			NATURE AND EXTENT OF INJURIES		
DID PERSON DIE? (/ one) <input type="checkbox"/> Yes <input type="checkbox"/> No			DID PERSON DIE? (/ one) <input type="checkbox"/> Yes <input type="checkbox"/> No			DID PERSON DIE? (/ one) <input type="checkbox"/> Yes <input type="checkbox"/> No		
OTHER PROPERTY DAMAGED (Name object and describe damage)			APPROX COST TO REPAIR \$		NAME AND ADDRESS OF OWNER OF DAMAGED PROPERTY			

INSURANCE INFORMATION (Vehicle #1)

INSURANCE INFORMATION MUST BE FILLED IN BELOW

Was an automobile liability policy complying with Connecticut law in effect at the time of the accident? (/ one) Yes No
If your response was Yes, you must complete the information below.

NAME OF INSURANCE COMPANY (Not insurance agent or group) ALLSTAR INS.	POLICY NUMBER 019 088121	EFFECTIVE DATES OF POLICY (from) (to) 4-8-86
POLICYHOLDER'S NAME MARK - DONNA Cimino		POLICYHOLDER'S ADDRESS (street number and name, city or town, state, zip code) 82 Moody LA Danbury Ct

(D) WEATHER CONDITIONS (✓ one)

1 Clear
 2 Raining
 3 Fog
 4 Rain and Fog
 5 Snowing

6 Sleet or Freezing Rain
 7 Cloudy
 9 Other _____ (specify)

(E) ROAD SURFACE CONDITIONS

1 Dry
 2 Wet
 3 Icy
 4 Snowy
 5 Slushy

6 Muddy
 7 Freshly Oiled
 8 Loose Sand
 9 Other _____ (specify)

(F) LIGHT CONDITIONS (✓ one)

1 Daylight
 2 Dawn
 3 Dusk
 4 Darkness, no highway illumination
 5 Darkness with highway illumination

VEHICLE MANEUVERS PRIOR TO THE ACCIDENT

Vehicle #1 was going North South East West on TA AGAN Pt. RD.
 (street name or route number)

Vehicle #2 was going North South East West on _____
 (street name or route number)

Check (✓) one of the following for each vehicle:

Vehicle 1/2	Vehicle 1	Vehicle 2
<input checked="" type="checkbox"/> <input type="checkbox"/> Going straight ahead	<input type="checkbox"/> <input type="checkbox"/> Starting in traffic lane	<input type="checkbox"/> <input type="checkbox"/> Starting from parked position
<input type="checkbox"/> <input type="checkbox"/> Overtaking	<input type="checkbox"/> <input type="checkbox"/> Starting in traffic lane	<input type="checkbox"/> <input type="checkbox"/> Backing
<input type="checkbox"/> <input type="checkbox"/> Making right turn	<input type="checkbox"/> <input type="checkbox"/> Stopped in traffic lane	<input type="checkbox"/> <input type="checkbox"/> Parked vehicle
<input type="checkbox"/> <input type="checkbox"/> Making left turn	<input type="checkbox"/> <input type="checkbox"/> Parked vehicle	<input type="checkbox"/> <input type="checkbox"/> Other _____ (specify)
<input type="checkbox"/> <input type="checkbox"/> Making U turn		
<input type="checkbox"/> <input type="checkbox"/> Slowing or stopping		
<input type="checkbox"/> <input type="checkbox"/> Making right turn on red signal		

PEDESTRIAN MANEUVERS PRIOR TO THE ACCIDENT

Pedestrian was going North South East West Along _____
 (street name or route number)

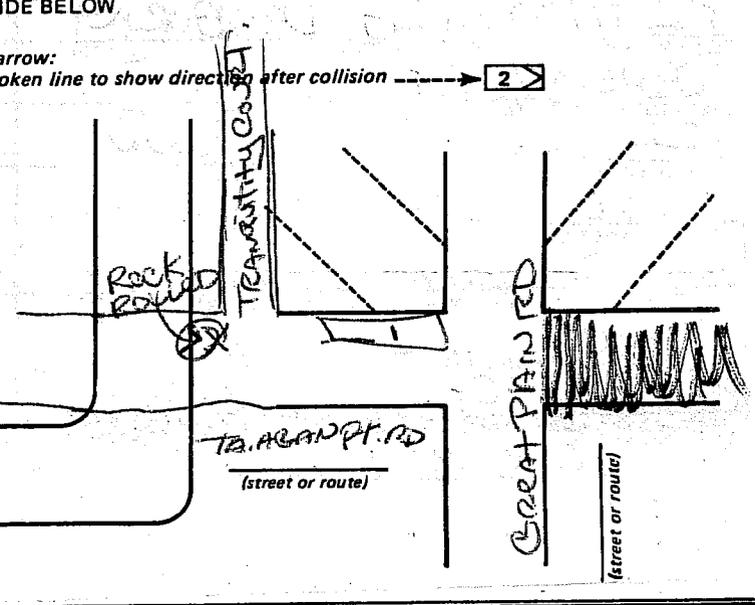
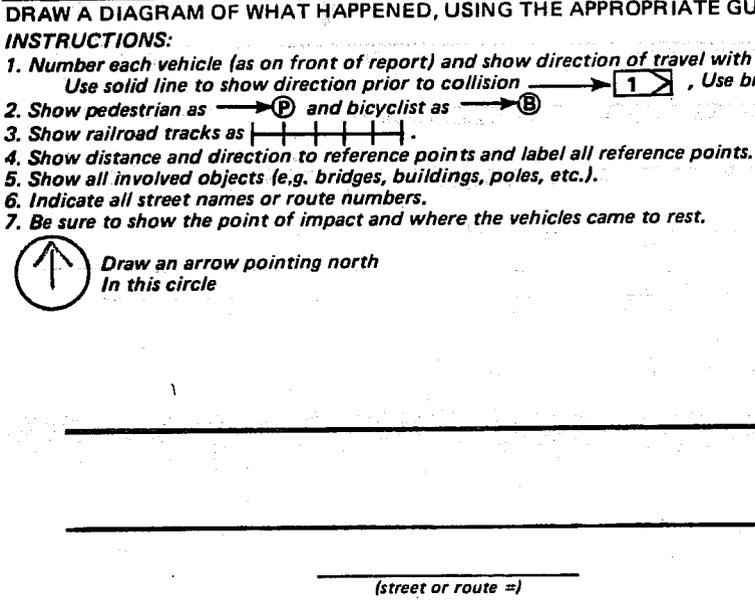
Across or into _____
 (street name or route number)

From _____ To _____
 (e.g. From N.E. corner To S.E. corner)

Pedestrian was (✓ one):

<input type="checkbox"/> Crossing or entering at intersection	<input type="checkbox"/> Other working in roadway
<input type="checkbox"/> Crossing or entering not at intersection	<input type="checkbox"/> Standing in roadway
<input type="checkbox"/> Walking in roadway with traffic	<input type="checkbox"/> Playing in roadway
<input type="checkbox"/> Walking in roadway against traffic	<input type="checkbox"/> Not in roadway
<input type="checkbox"/> Getting on or off vehicle in roadway	<input type="checkbox"/> Other _____ (specify)
<input type="checkbox"/> Pushing or working on vehicle in roadway	

MANNER OF COLLISION (✓ one) Head-on Rear-end Sideswiped Backed-into Angle Other (explain in your written description)



PLEASE DESCRIBE WHAT HAPPENED —be sure to include maneuvers prior to the collision and a written description of the actual contact. Refer to vehicles by number. You are vehicle number 1:

I WAS DRIVING UP TA AGAN POINT RD. 20 FEET PAST TRANQUILITY COURT RD. A Boulder ROLLS OUT TO THE ROAD I SWERVED LEFT TO AVOID HEAD ON COLLISION WITH ROCK AND SUBSEQUENTLY CAUGHT ROCK IN TIRE. WE HAVE NUMEROUS HOME OWNERS WHO WERE OUTSIDE AND SEEN THIS ACCIDENT.

I declare under the penalties provided by law that this report has been examined by me and to the best of my knowledge and belief is complete and the statements herein are true and correct.

PLEASE SIGN HERE David Curran DATE 7-17-86

Written signature of operator, in ink, must be exactly the same as the name indicated on the face of this report.
 (If learner operator and instructor were involved, both must sign. Attach a separate sheet entitled "INSTRUCTOR" to the face of this report and list the instructor's name, address and operator license number)

Estimate Report

1149586

NAME Mark Cousins DATE 7/17/86 BUS. PHONE _____ PHONE RES: 794-0219
 ADDRESS _____ CITY _____ STATE _____ ZIP _____
 YEAR 79 MAKE Chev MODEL Impala I.D. NO. 2
 PAINT CODE _____ PROD. DATE _____ TRIM 2 ch. MILEAGE _____ LICENSE NO. _____
 WRITTEN BY _____ INS. CO. _____ FILE NO. _____ CLAIM NO. _____ P.O. NO. _____
 ADJUSTER _____ LIC. NO. _____ PHONE _____ Deductible/Betterment _____

Line No.	Re-pair	Re-place	DESCRIPTION OF DAMAGE	PARTS	LABOR	PAINT	ALL OTHER
1			RIF fenders	215 10	2 5	2 8	
2			W/kit	43 65	. 5		
3			W/O seals	21 15	. 5		
4			W/hal	70 50	. 8	. 5	
5			Tire allowance	70 00	-	-	
6			Align front end		1. 5		
7			St + Oil R/dow		1. 5	1. 0	
8			Steer			1. 0	
9			unbevet			. 5	
10			Hub cap	37 50	1. 00		
11							
12							
13							
14							
15							
16							
17			(frame open)				
18							
19							
20							
21							
22							
23							
24							
25							
26							
27							
28							
29							
30							
TOTALS				457 90	7. 3	5. 8	

919.04

I hereby authorize the above work and acknowledge receipt of copy, signed X

ALBERT'S AUTO BODY INC.
 36 Tamarack Avenue
 Danbury, Connecticut 06811
 Phone (203) 743-3867

PARTS Prices subject to invoice	\$ 457.90
LABOR 7.3 hrs. @ \$ 28-	\$ 204.40
Shop Supplies	\$ 5.00
PAINT 5.8 hrs. @ \$ 28-	\$ 162.40
Paint Supplies	\$ 55.00
Towing/Storage	\$ -
Sublet/Miscellaneous	\$ -
SUB TOTAL	\$ -
TAX	\$ 34.34
TOTAL ESTIMATE	\$ 919.04

2

ROOPE
10 SLEEPY HOLLOW RD.
NEW FAIRFIELD, CT.
06812

CITY CLERK, DANBURY
155 DEER HILL AVE.
DANBURY, CT. 06810

RECEIVED
JUL 18 1986
OFFICE OF CITY CLERK

DEAR Ms. CRUDINGTON,

ON JULY 14, 1986 AT 7:00 AM I WAS DRIVING ON EAST PEMBROKE HEADING NORTH* MY CAR WHEEL STRUCK A LARGE HOLE IN THE ROAD CAUSING A BLOW OUT AND EXTENSIVE WHEEL DAMAGE. I HAVE CHECKED WITH THE AUDI DEALER AND TO REPLACE THE WHEEL IS \$287.00, THE TIRE IS \$80.00 AND THEY INDICATED THERE MAY BE MORE FRONT END DAMAGE.

WE CALLED THE SUPERINTENDENT OF HIGHWAYS (ACTING), DAVE GERVESONI, HE TOLD US TO WRITE TO YOU ABOUT THE DAMAGE AND THE COSTS.

WOULD YOU PLEASE CONTACT ME AS TO THE PROCEDURE FOR DANBURY TO PAY FOR DAMAGES INCURRED. THANKING YOU IN ADVANCE.

SINCERELY
[Signature]

* CURVE IN ROAD ADJACENT TO HISSON & WANT TREE SERVICE

J
July 23, 1986

To Whom It May Concern,

On Monday, July 21st, 1986, I put a load of clothes in my washer. When I removed the clothes there was rust all over my blouse. If it was an old one it wouldn't have mattered, but I just bought this one a week and a half or two weeks ago. I bought it at Bradders and paid \$19.99 for it.

I called the Water Dept. and spoke to Vinnie Iovino and he told me what to do to receive my money back for my blouse.

Sincerely,
Marlene Caputozzi
52 Mill Ridge Rd.
Danbury, Ct. 06811

RECEIVED

JUL 23 1986

OFFICE OF CITY CLERK

2

RECEIVED
JUL 28 1986

OFFICE OF CITY CLERK

TO: City Clerk
City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut 06810

Police Officer Robert D. Faubel
4 French Street
Danbury, Connecticut 06810

This is to give notice to the City of Danbury and to Police Officer Robert D. Faubel, a municipal employee employed by said City as a police officer, of the intention of Mark P. Cosentino of 2 Foster Street, Danbury, Connecticut, to commence an action under Section 7-465 of the Connecticut General Statutes, for physical damage to his person and property damage to his motor vehicle.

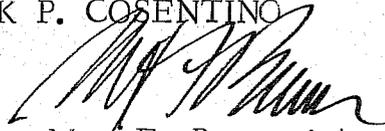
The time when and the place where the damages were sustained:

February 12, 1986 at about 8:22 a.m. on Lake Avenue Extension in the City of Danbury approximately two-tenths of a mile east of its intersection with Crestdale Road when a vehicle owned by the City of Danbury and being operated by the said Robert D. Faubel, within the scope of his employment, collided with the vehicle owned and being operated by the said Mark P. Cosentino.

Dated at New Haven, Connecticut, this 25th day of July, 1986.

MARK P. COSENTINO

BY


Max F. Brunswick

His Attorney



3 ✓

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

PLANNING & ZONING DEPARTMENT
(203) 797-4525

TO: Mayor James E. Dyer, and
Members of the Common Council

FROM: Leonard G. Sedney, Planning Director

RE: Historic Legacy Grant

DATE: July 29, 1986

Attached for your consideration is a resolution authorizing application for a \$250,000.00 grant to reconstruct Post Office Street as a pedestrian way.

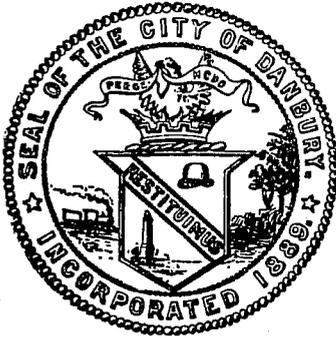
Leonard Sedney

Leonard G. Sedney

RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

August 5, _____ A. D., 19 86



RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Office of Policy and Management has made available grant funds for a Mixed Use Historic Preservation and Revitalization Program under Section 4-66c of the Connecticut General Statutes and Public Act 86-396;

WHEREAS, the City of Danbury wishes to revitalize Post Office Street in order to encourage development that will compliment the predominant character of the Main Street Historic District and to provide a major pathway to and from the Downtown Re-development Project Area;

WHEREAS, the City of Danbury will monitor and lend assistance to a program which sustains merchant, citizen, and government coordination;

WHEREAS, the City of Danbury, if selected to receive an award, shall maintain detailed accounting records of the project listed above and ensure that clear and concise audit trails are maintained at all times. It is not necessary that a separate bank account be maintained for the project but if the grant is pooled with other funds for investment purposes, investment earnings, including pro rata distribution computations, be maintained as part of the accounting procedures;

WHEREAS, the City of Danbury will forward a copy of their application to the Planning Commission, the Zoning Commission, and the Housatonic Valley Council of Elected Officials;

WHEREAS, the proposed application is consistent with the City of Danbury's Plan of Development and the currently adopted State Conservation and Development Policies Plan;

WHEREAS, the City of Danbury will be responsible for handling audits in accordance with the Office of Policy and Management's instructions and will be responsible for providing any written commitments regarding financial commitments from outside sources;

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor James E. Dyer and the Danbury Planning Department be and hereby are authorized to make application for said grant, and that any and all additional acts necessary to effectuate the purposes hereof be and hereby are authorized.



CITY OF DANBURY

4

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

PLEASE REPLY TO:

DANBURY, CT 06810

THEODORE H. GOLDSTEIN
CORPORATION COUNSEL

ERIC L. GOTTSCHALK
SANDRA V. LEHENY
LAWRENCE M. RIEFBERG

ASSISTANT CORPORATION
COUNSEL

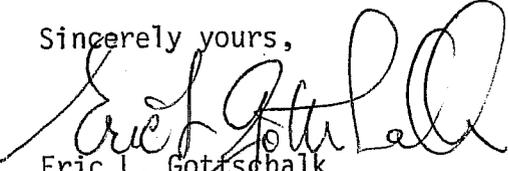
August 5, 1986

Hon. James E. Dyer, Mayor
Hon. Members of the Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut

Dear Mayor and Council Members:

Please consider the adoption of the attached resolution in connection with the annual abatement of taxes on the Beaver Street Apartments. The resolution is identical to one adopted by the Council last year. The City of Danbury is reimbursed by the State of Connecticut through its Department of Housing for taxes abated by this action.

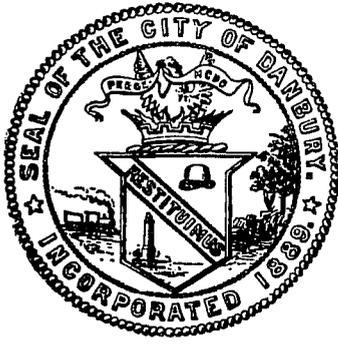
Sincerely yours,



Eric L. Gottschalk
Assistant Corporation Counsel

ELG:cr

Attachment



RESOLUTION 4

CITY OF DANBURY, STATE OF CONNECTICUT

August 5, 1986 A. D., 19

RESOLVED by the Common Council of the City of Danbury:

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

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

WHEREAS, it has been determined that the amount of taxes to be abated on the subject property is \$31,500 for the Grand List of October 1, 1985;

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

1. The real property taxes abated on the subject property are \$31,500 for the Grand List of October 1, 1985;
2. The Tax Collector of the City of Danbury is hereby directed and empowered to list the total amount of the said lawful abatement into the Rate Book and other records and files, together with the name of the owner against whom such tax, so abated, was levied and the reason for such abatement, and the Tax Collector is further directed to record these facts in his Annual Report, in accordance with the provisions of Section 12-167 of the Connecticut General Statutes, as amended;
3. The Tax Collector of the City of Danbury is also directed to immediately file a certified statement as evidence of said abatement with the Commissioner of the Department of Housing;
4. The Tax Collector of the City of Danbury is also directed to refund all tax payments received from Beaver Street Apartments, Inc., or its representatives, in connection herewith, to the extent that said funds are reimbursable by the State of Connecticut through its Department of Housing.



RESOLUTION

5

CITY OF DANBURY, STATE OF CONNECTICUT

August 5, 1986 A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, The Administration on Aging of the U. S. Department of Health and Human Services through the Connecticut Department on Aging has made available funds to public agencies in accordance with Title III of the Older Americans Act and Section 17-137 et seq. of the Connecticut General Statutes; and

WHEREAS, the Danbury Commission on Aging has developed an elderly day care program which will include: activities, meals, medical attention, volunteer assistance, and outreach; and

WHEREAS, a grant application of \$17,476.90 with a local cash match of \$11,848 has been processed by the Danbury Commission on Aging;

NOW, THEREFORE, BE IT RESOLVED THAT the past actions of the Danbury Commission on Aging in applying for said grant be and hereby are ratified, and that any and all additional acts by the Commission on Aging and Mayor James E. Dyer necessary to effectuate the purposes hereof be and hereby are authorized.



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

July 31, 1986

THEODORE H. GOLDSTEIN
CORPORATION COUNSEL

ERIC L. GOTTSCHALK
SANDRA V. LEHENY
LAWRENCE M. RIEFBERG

ASSISTANT CORPORATION
COUNSEL

PLEASE REPLY TO:
P. O. Box 1261
DANBURY, CT 06810

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

Re: Hayestown Avenue Road Widening Project

Dear Mayor and Council Members:

The acquisition of the required parcels of land in connection with the above project is proceeding. However, the taking map with respect to one of the required parcels was but recently revised on July 15, 1986 and copy thereafter forwarded to the attorney for the new owner of said property. Accordingly, while it is anticipated that the required parcel will be shortly acquired, it is necessary that the attached resolution be promptly acted upon in order to properly secure said property.

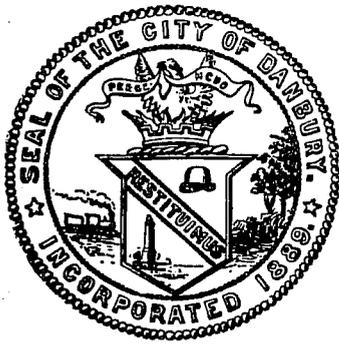
I ask, therefore, that said resolution be placed before the Common Council at its next meeting.

Very cordially yours,

Theodore H. Goldstein
Theodore H. Goldstein
Corporation Counsel

THG:cr

Attachment



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Common Council has duly voted to approve the Hayestown Avenue Road Widening Project; and

WHEREAS, the purposes of said project oblige the City of Danbury to acquire interest in and to real property hereinafter set forth; and

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

NOW, THEREFORE, BE IT RESOLVED THAT the Corporation Counsel of the City of Danbury is hereby authorized to acquire the property interest as hereinafter set forth either by negotiation or by eminent domain through the institution of suits against the following named property owner, his successors and assigns and his respective mortgage holders and encumbrancers, if any, the affected property being indicated by Tax Assessor's Lot Number:

I 11035 - 20 Hayestown Avenue; Mehta, Om



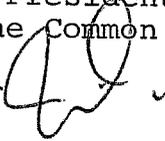
CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

JAMES E. DYER
MAYOR

TO: Constance McManus, President,
and Members of the Common Council

FROM: Mayor James E. Dyer 

RE: Moratorium on Sewer and Water Extensions
to Neighboring Towns

DATE: August 1, 1986

The City has received a request for extension of water from Ridgeland Development Associates, and a request for sewer and water from Peter Friedman. If granted, these two (2) requests would permit development on approximately two hundred and thirty-three (233) acres of corporate zoned land in Ridgefield. This is in addition to plans presently being developed by Union Carbide for further development of their six hundred and forty (640) acre site.

I am requesting that Common Council consider a moratoria on sewer and water extensions to neighboring towns, until such time that the full extent of Union Carbide's plans are known, and a comprehensive evaluation of the City's ability to provide services to this area of the City is completed. This moratoria should not affect the current agreement to accept from Ridgefield twenty thousand (20,000) gallons of sewer.



CITY OF DANBURY
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

PUBLIC WORKS
(203) 797-4537

BASIL J. FRISCIA
DIRECTOR OF PUBLIC WORKS

July 29, 1986

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

Re: 1986/87 State Aid Road Funds

Dear Mayor Dyer:

Please increase the 1986/87 Highway State Aid budget by \$39,253.00 which will give us a total of \$409,947.00. This will be our allotment for 1986/87 for which we recently received notice from the State of Connecticut, Town Aid Department.

The Comptroller indicates that no certification is needed. He will make the necessary adjustments to the revenue and budget.

Please place this item of business on the Common Council agenda for the August 1986 meeting.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Basil J. Friscia
Director of Public Works

BJF:fmb
cc D.Setaro, Comptroller / Acting Director of Finance



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

JAMES E. DYER

MAYOR

August 1, 1986

Members of the Common Council:

It has come to the attention of the Mayor's Office that the current level of paramedic service currently being provided to the City of Danbury may soon change. Administrative decisions by Ace Ambulance Co., the new owner of the former Medi-Chair Ambulance Co., may force a sharp increase in cost for this service.

Ace Ambulance is currently assigning paramedics to respond to all calls in conjunction with the Danbury Fire Department ambulance. An agreement between Ace and the Fire Department allows Ace to be the sole backup provider including paramedic service for which they then bill individuals for that medical response. Since this system is now in jeopardy for private financial reasons, the city may be placed in a position to negotiate and enter into a contract in order to maintain the current level of paramedic service to the citizens of the City of Danbury.

I am requesting a Common Council committee to expedite the process required for the city to enter into a contract if one is necessary.

Respectfully submitted,

Philip J. Capozzi

Administrative Assistant to the Mayor

SPIRO AND MARKOSKY
ATTORNEYS AT LAW
158 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

ABRAM W. SPIRO
EDWARD J. MARKOSKY, JR.

8
AREA CODE 203
744-4311

July 29, 1986

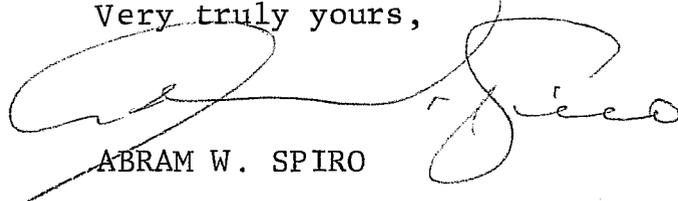
HAND DELIVERED

City Clerk, City of Danbury
City Hall
Danbury, CT 06810

Dear Madame:

I am enclosing herewith petitions to the Common Council
on behalf of SEYMOUR R. POWERS and COMMERCE PARK, INC.

Very truly yours,


ABRAM W. SPIRO

AWS:jbs

P.O. Box 581
Danbury, CT 06813

July 28, 1986

Common Council of the City of Danbury
City Hall
Danbury, CT 06810

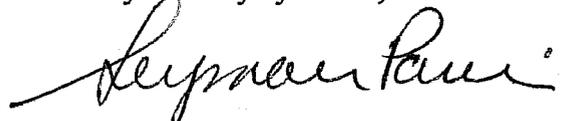
8

Gentlemen:

As owner, I hereby petition your honorable body to accept
the following private roads as City roads:

1. Augusta Drive
2. Finance Drive and Finance Drive Ext.

Very truly yours,



SEYMOUR R. POWERS

P.O. Box 581
Danbury, CT 06813

8
July 28, 1986

Common Council of the City of Danbury
City Hall
Danbury, CT 06810

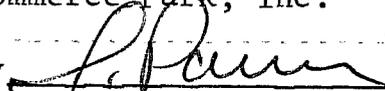
Gentlemen:

As owner, the undersigned hereby petitions your body to
accept the following private road as a City road:

Commerce Drive.

Commerce Park, Inc.

By


President

08-1

Joseph R. Genovese
19 Royal Pine Drive
Danbury, CT 06811

July 31, 1986

Mr. Peter Philip
20 County Ridge
Danbury, CT 06811

Dear Pete,

The purpose of this letter is to ask that you request the Common Council to consider accepting Royal Pine Drive and Fairway Drive as approved streets by the City of Danbury.

Background

Royal Pine Drive and Fairway Drive are the two key roads of "Mayfair Estates" developed by Russell P. Dalessio, Sr. and Joseph Novella in 1970. The map is on file in the office of the Town Clerk of Danbury as Map No. 4569.

It is generally known that neither road is an accepted "city road" and in discussions with Mr. Dalessio, I have found that he was repeatedly turned down by the City Engineer after several attempts to meet the requirements. I believe that there is currently a bond on this road but I do not know the sum.

Current State of Roads

After fifteen years of neglect, both roads (especially Royal Pine) are showing significant signs of deterioration in the surface as well as water drainage problems.

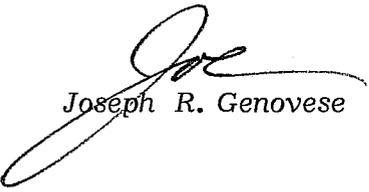
As homeowners our key concerns are:

- When major repaving and repair is necessary, who will do the work?
- Have we been paying real estate taxes that are "adjusted" because we do not have a fully maintained road system?
- What financial liability will we have in the long term if nothing is done by the city to accept these roads?
- What precedents have been set in Danbury on this issue?
- With the roads currently serviced by snowplows and school busses, why is the line drawn on paving?

- 2
8-1
- If these roads are truly "private" how could the Danbury Police Department have detoured several hundred trucks through Royal Pine Drive during sewer construction on Nabby Road these past months?

In conclusion, I have received the support of the majority of the residents of the neighborhood to have this issue resolved. I formally request your assistance and that of Councilwoman Carol Turcaso to bring this issue before the Common Council during the August meeting. Several representatives from the neighborhood have offered their time to meet with a committee that will address this problem. Your help will be greatly appreciated.

Sincerely,



Joseph R. Genovese

JRG/et

CC: Mrs. Carol Turcaso
Mr. Mark Marsh
Mr. David Lamp
Mr. Thomas Casarella

PINNEY, PAYNE, VAN LENTEN, BURRELL, WOLFE & DILLMAN, P.C. 9 ✓

ATTORNEYS AT LAW

26 WEST STREET

POST OFFICE BOX 650

DANBURY, CONNECTICUT 06813-0650

(203) 743-2721

NEW MILFORD OFFICE
46 MAIN STREET
NEW MILFORD, CONNECTICUT 06776
(203) 355-1181

RIDGEFIELD OFFICE
401 MAIN STREET
RIDGEFIELD, CONNECTICUT 06877
(203) 438-3726

COUNSEL
THOMAS L. CHENEY

A. SEARLE PINNEY
BOBBY S. PAYNE*
THOMAS W. VAN LENTEN
HUGH A. BURRELL
ROBERT J. WOLFE
JOHN M. DILLMAN
WILLIAM S. STEELE, JR.
JEFFREY B. SIENKIEWICZ
TED D. BACKER**

JAMES H. MALONEY
MICHAEL S. MCKENNA
ALFRED P. FORINO

PLEASE REPLY TO:

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

July 30, 1986

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

Re: Fair Realty Company
Application for Water Facilities Extension
Federal Road, Danbury

Dear Council Members:

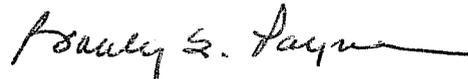
Enclosed herewith you will please find an Application of Fair Realty Company for Extension of Water Facilities to property at Federal Road, Danbury.

The present owner of the property is The Dolan Realty Company and my client has a contract to purchase same.

It is my client's intent to construct and use the subject premises for an automobile dealership which includes the sale of new and used motor vehicles and the repairing of same.

We will be happy to meet with the Planning Commission and your appointed sub-committee and furnish any further material or information which they or you may need.

Very Cordially Yours,



Bobby S. Payne

BSP:dlr
Enc.
HAND DELIVERED - 7/30/86

COMMON COUNCIL

CITY OF DANBURY

9

APPLICATION FOR EXTENSION OF SEWER AND/OR WATER

Sewer

Water

Applicant: FAIR REALTY COMPANY

Address: 29 Park Avenue

Danbury, CT 06810

Telephone No: 743-3807

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

Located at: Federal Road-Northwesterly side-about 500' Southwesterly from Starr Road

Assessor's Lot No: L-10009 Present Owner: The Dolan Realty Company

Zone in which the Property Lies: CG-20

Intended Use:

Retail

Single Family Residential

Office

Multiple Family Development

Mixed Use

Industrial

Proposed use is automobile dealership including sale of new and used motor vehicles and repair of same

Approximate gross floor area - 45,000 square feet

_____ Number of Efficiency Units

_____ Number of 1 Bedroom Units

_____ Number of 2 Bedroom Units

_____ Number of 3 Bedroom Units

_____ Total Number of Units

FAIR REALTY COMPANY

BY: Roany S. Payne

July 30, 1986

Its Attorney
(Signature)

(Date)

26 West Street, Danbury, CT 06810
743-2721

Gary M. Bachyrycz
Attorney at Law

(203) 797-8868

30 West Street
Danbury, Connecticut 06810

August 20, 1986

10

City of Danbury
City Clerk
155 Deer Hill Avenue
Danbury, CT 06810

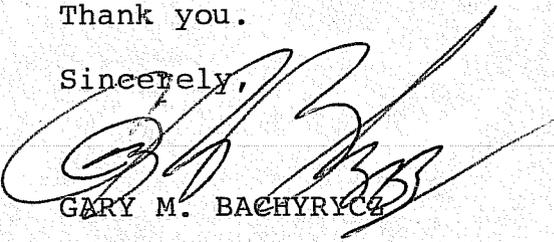
RE: Somers Village

Dear Madam Clerk:

This letter is to advise you that I am withdrawing my request to hook into the sewer line on Somers Street.

Thank you.

Sincerely,



GARY M. BACHYRYCZ

GMB:klm
cc: Susan Steiner

RECEIVED
AUG 20 1986
OFFICE OF CITY CLERK

Gary M. Bachyrycz
Attorney at Law

(203) 797-8868

30 West Street
Danbury, Connecticut 06810

July 30, 1986

10

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

RE: Somers Village, Inc.

Dear Council Members:

This office represents Somers Village, Inc., which is developing 45 condominium units on Somers Street, in Danbury, CT.

In 1983, Common Council approved a sewer and water extension to this site. A condition of that approval was that a portion of the down stream sewer line would be repaired and/or replaced by the ultimate developer. In addition, the City agreed to undertake repairs for the down stream line. This agreement was approved by the Council and necessary licensing agreements with Con Rail were entered into, inasmuch as a portion of the down stream line ran underneath the railroad tracks.

The development consists of six (6) buildings; five (5) of which were connecting into the sewer line which sits down stream. The other building, being the front building (Building "A") is connecting directly into the existing line on Somers Street.

10

TO: Common Council
RE: Somers Village, Inc.
Page 2

My clients' predecessor in title contracted to have the necessary down stream repairs completed. The Engineering Department has requested additional details regarding that repair, which may take some time to complete.

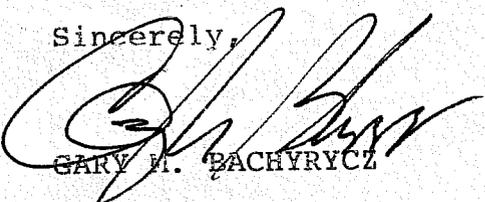
In the meantime, a substantial amount of the development is under contract with buyers anxious to close due to the delays occasioned by the repair work which was not my clients responsibility. We have requested from the Engineering Department permission to use the sewer line on Somers Street solely for Building "A" pending the summation of the additional information required by the Engineering Department.

That department has indicated that they would like clarification from the Council that would allow the developer to accomplish the above. Once again, this would be solely for the purpose of clarifying the original approval allowing Building "A" to be serviced by the Somers Street sewer line.

Separate permits for all buildings were obtained and, therefore, the prospective purchasers of Building "A" would be able to close and move in prior to the start of the school session, while all pending matters will be immediately addressed regarding the remaining buildings.

I and my clients would be more than happy to meet with the sub committee to present the matter more fully.

Sincerely,



GARY H. BACHRYCZ

GMB:klm

HAND DELIVERED

CUTSUMPAS, COLLINS, HANNAFIN, GARAMELLA, JABER & TUOZZOLO
PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

148 DEER HILL AVENUE - P. O. BOX 440, DANBURY, CONNECTICUT 06810

LLOYD CUTSUMPAS
FRANCIS J. COLLINS
EDWARD J. HANNAFIN
JACK D. GARAMELLA
PAUL N. JABER
JOHN J. TUOZZOLO
JOHN A. CURTAS*
PAULA FLANAGAN
THOMAS W. BEECHER
C. ANTHONY VOURNAZOS

July 28, 1986

AREA CODE 203
744-2150

* ALSO ADMITTED KENTUCKY AND NEVADA

Constance McManus, President
Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut 06810

Re: Extension of Water Line
44 Lake Avenue Extension

Dear Mrs. McManus:

Please be advised I represent A & K Associates, purchasers of the above property. Mr. Albert Salame, principal of A & K Associates, hereby requests permission to extend the existing water line in Lake Avenue to said site. I would please ask that you refer the same to the necessary committees for a recommendation.

Yours very truly,



Paul N. Jaber

PNJ:lz
Enclosure
cc: Albert Salame

COMMON COUNCIL

CITY OF DANBURY

APPLICATION FOR EXTENSION OF SEWER AND/OR WATER

Sewer

Water

Applicant: A & K ASSOCIATES

Address: 131 West Street or P. O. Box 766

Danbury, Connecticut 06810.

Telephone No: 744-2000

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

Located at: 44 Lake Avenue Extension

Assessor's Lot No: F 15036

Zone in which the Property Lies: CA-80

Intended Use:

Retail

Single Family Residential

Office

Multiple Family Development

Mixed Use

Industrial

Wholesale or distribution

_____ Number of Efficiency Units

_____ Number of 1 Bedroom Units

_____ Number of 2 Bedroom Units

_____ Number of 3 Bedroom Units

_____ Total Number of Units



Paul N. Jaber, Its Attorney
(Signature)

July 28, 1986

(Date)

12 ✓

DANBURY SUBURBAN RESIDENTIAL CORP.
14 East Gate
Danbury, CT. 06810
743-3035

Hon. James E. Dyer, Mayor
Hon. Members of the Common Council

Re: Danbury Suburban Residential Corp.
Application for Extension of Sewer

Dear Mayor and
Members of the Council:

I submit herewith Application for Extension of Sewer by Danbury Suburban Residential Corp. I trust that you will place this upon the Agenda of the next meeting of the Common Council and will contact me when hearing is scheduled upon the same.

Very cordially yours,

DANBURY SUBURBAN RESIDENTIAL CORP.

By:

Clifford Reiss
Clifford Reiss, Corp. Agent

CR/sn
Enc.

COMMON COUNCIL
CITY OF DANBURY

12

APPLICATION FOR EXTENSION OF SEWER AND/OR WATER

Sewer

Water

Applicant: DANBURY SUBURAN RESIDENTIAL CORP.

Address: c/o Reiss, 14 East Gate, Danbury, CT. 06811

Telephone No: 743-3035

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

Located at: Breezy Hill Road - Terrace Heights Subdivision

Assessor's Lot No: HI 0164-0168 inclusive; HI0008

Zone in which the Property Lies: RA-20

Intended Use:

Retail

Single Family Residential

Office

Multiple Family Development

Mixed Use

_____ Number of Efficiency Units

Industrial

_____ Number of 1 Bedroom Units

_____ Number of 2 Bedroom Units

_____ Number of 3 Bedroom Units

_____ Total Number of Units

Clifford Reiss

Clifford Reiss, Corp. Agent
(Signature)

July 29, 1986

(Date)

ADDENDUM TO APPLICATION FOR
EXTENSION OF SEWER OF DANBURY
SUBURBAN RESIDENTIAL CORP.

Breezy Hill Road runs northwesterly from Golden Hill Road. There is an existing sewer line on Golden Hill Road which runs easterly to Padanaram Road which was installed approximately five years ago by the City of Danbury. Three lots in the Terrace Heights Subdivision front on Golden Hill Road and may be served by sewer laterals to said existing sewer line. There is a man-hole at the intersection of Golden Hill Road and Breezy Hill Road to which applicant seeks to connect, at its expense, a further sewer line which will service the remaining seven lots in the Terrace Heights Subdivision. Applicant will also provide a 25 foot wide sanitary sewer easement to the City of Danbury over Breezy Hill Road and as extended as shown on the Terrace Heights Subdivision map. Said map will be made available at the Committee hearing unless otherwise earlier requested.

Richard Calsetta, Sr.
17 Hillside Street
Danbury, CT 06810

13
July 9, 1986

Mr. Louis Rotello
42 Pleasant Street
Danbury, CT 06810

Mr. Rotello

This is a short letter following up our talk the other day about a problem on Hillside Street in Danbury, Ct.

About one and a half years ago, a Mr. Iapaluccio started filling up two parcels of land which he owns, at #3 & #5 Hillside Street, with fill. After quite a bit of fill was brought in, we had some heavy rains and the catch basin on the side of the road between #3 & #5 Hillside Street had water coming up out of the catch basin, and ran in heavy streams down the right hand side of Hillside Street. Eventually this caused a hole in the road at the Dead End, almost 8' long, 3' wide and close to 4' deep. This hole kept getting bigger and bigger with each rain. We have been filling it in as best as possible, but it is really ridiculous. This catch basin is also tied in with the only other one across the street from it. I also believe water from Park Avenue also flows into it.

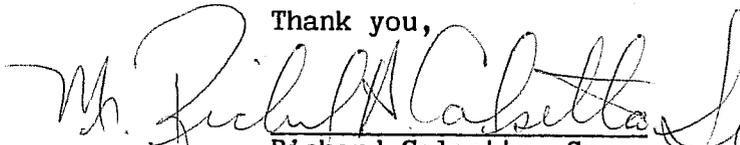
The reason water is backing up the catch basin is that when Mr. Iapaluccio filled his land, he filled dirt right over the end of the pipe coming from the catch basin and the water had nowhere to go. From what I understand, he was approached on this and from what I hear, there is no easement or whatever, saying that he cannot fill his land in and he has a clear title to do with what he wants to with it.

According to Danbury's Engineering Department, they said that the city or town did not put the drainage lines in and that we would have to take it up with the Council to have anything done. They also said that they did not put the sewer pumping station in at the bottom of Hillside Street, but they have been maintaining it for the past 9 years that I have lived there. So why can't they do something with the water drains?

All I know is that the road is getting eaten up, the hole at the end is eroding away and neighbor's basements and garages are getting flooded when we have rains.

If there is anything else we can help with or if we have to come to the Council, please let us know.

Thank you,


Richard Calsetta, Sr.

Home Phone 243-4092 - Work 797-5426

ALAN BARRY & ASSOCIATES
ATTORNEYS AT LAW

14

ALAN M. BARRY
BARBARA E. FLANAGAN
ROBERT L. PEAT

MARK IANNONE

July 30, 1986

The Honorable James E. Dyer
DANBURY COMMON COUNCIL
155 Deer Hill Avenue
Danbury, Connecticut 06810

Re: City Property on Aunt Hack Road

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

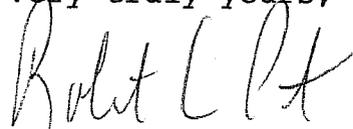
Please be advised that this office is counsel to Mrs. Mary Corey.

Mrs. Corey owns a parcel of land adjacent to a parcel owned by the City on Aunt Hack Road. Mrs. Corey wishes to build her residence on her parcel, but to do so she will need an easement for her driveway along the westerly boundary of the City's parcel.

On behalf of Mrs. Corey, I respectfully request that the Common Council put this matter on its agenda for the August 5th meeting and to grant this easement. The easement would enable Mrs. Corey to put her parcel to its highest and best use and would increase the property tax realized by the City. The City's parcel has never been used.

Thank you for your consideration, and please let us know what additional information you will need.

Very truly yours,



Robert L. Peat

RLP/rmc



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

15

THEODORE H. GOLDSTEIN
CORPORATION COUNSEL

ERIC L. GOTTSCHALK
SANDRA V. LEHENY
LAWRENCE M. RIEFBERG

ASSISTANT CORPORATION
COUNSEL

PLEASE REPLY TO:

DANBURY, CT 06810

August 5, 1986

Hon. James E. Dyer, Mayor
Hon. Members of the Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut

Re: William E. Hull
49 Stadley Rough Road
Drainage Easement

Dear Mayor and Council Members:

Based on the attached recommendation from City Engineer John A. Schweitzer, Jr., it is the position of this office that the proposed easement submitted on behalf of William E. Hull by Atty. Richard J. Kilcullen should be accepted by the Common Council for the City of Danbury.

Sincerely yours,

Eric L. Gottschalk
Assistant Corporation Counsel

ELG:cr

Attachment



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

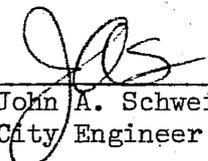
ENGINEERING DEPARTMENT
203-797-4641

15
JOHN A. SCHWEITZER, JR.
City Engineer

DATE: June 18, 1986
TO: Eric L. Gottschalk, Asst. Corporation Counsel
FROM: John A. Schweitzer, Jr., City Engineer
SUBJECT: William E. Hull, 49 Stadley Rough Road,
Drainage Easement

We have reviewed the proposed drainage easement from Mr. Hull to the City of Danbury. We would recommend the City acquiring this easement as proposed by Attorney Kilcullen.

JAS/mem



John A. Schweitzer, Jr.
City Engineer

COMMUNICATION

016

Request from Alexandria
Moffa for a road to be
extended from
Tomlinson Ave./Morris St.
to Benedict Ave.

July 15-86 16

City Clerk

Ms. Elizabeth Crudington

I am Alexander T. MORRA - 27 MORRIS ST
Resident 60 yrs. this address.

I am writing in Regards to Certain Parcel
of Property (City - In maps and City Hall Volumes)
which in all specifics should have been a Road
Long Ago - Continuation of Tomlinson Ave
I did valubly try from 1960 at different times
to alert 7th ward Councilman T. Dyer - with no
Response - nothing - This extremely long long Delay
was all due to my Personal Health Problems - which
still continue But does not interfere with my knowing
all about the property areas - just hold me up many
times - I know it was the wish of my Father
Mr. James T. Maigis who built the property 27
MORRIS ST. ~~and~~ (1926) - 60 yrs. now - Family Home.

The main Issue is the Developer who bought
Property 23 Morris St and Built 21 MORRIS ST
on either side of this special Land (City owned)
inquired about by my 7th Ward Councilman is
41 1/2 feet wide - He has examined all hand Records

of every kind from Morris St. to Benedict Ave
The Developer has put Partial Sidewalk in with
small opening and Blocked this area $\frac{1}{2}$ way down with
fill. Since May 86 when I was Hospitalized - Still
doing something there

The $4\frac{1}{2}$ ft which should be a Road Extension from
East to West, Morris St. to Benedict Ave,
with Land in Danbury at such high Premiums

Costs and Roads used in many ways
Why wasn't this ever considered especially in
school area which causes Traffic problems all year
round. especially Bad Weathers Parents picking up
their children

Also City Map shows a Road should extend
from Benedict Ave - Former Virginia Property to
Grandview Ave. There are quite a few
Parcels of Land that are wooded below my property
on either side which I know eventually will be
developed. Would be an Access Road

Wld to get information on Next Common Council
Meeting which should be Early August 86

Please notify me to Date, Time and what Section
City Hall this meeting is held.

I wish this matter to be discussed at
Common Council Meeting

I find it my Duty for many Reasons as a
Property Owner - I am in no way against
Developer and Owner of adjoining Properties
Such things that are being done - should not
happen - Perhaps the Option is who cares
about a Road from Mount St to Benedict Ave,
I do tremendously and the future is now.
Another Big Issue (Where does the money come
from) - The Answer is simple - where it always
came from - and the Reason is the People
needs where the Modern Generation is
Motorized completely - Everything for the Cars.
I am a Danburian all my life - Born & Raised
here with all educational facilities and I
find what is useful should be made and
used - Also a Tapscott Family -

Sincerely

Mrs. Alexandria T. Moffa

B. T. 1 R

MESSAGE CENTER BEEPERS

1401 State Street
Springfield, Massachusetts 01109
Springfield: (413) 781-1149
Mass Toll Free: 1-800-332-2337

40 Woodland Street
Hartford, Connecticut 06105
Hartford: (203) 527-1149
New Haven: (203) 787-1149
Conn. Toll Free: 1-800-842-1149

17

June 25, 1986

acc'd
6/27/86
al

Mayor James Dyer
Town Hall
155 Deer Hill Avenue
Danbury, CT. 06810

RE: Beacon tower, on mountain east of Danbury Municipal Airport.

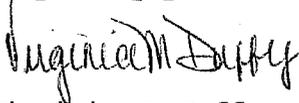
Dear Mayor Dyer,

I am writing to inquire into the possibility of leasing space on the above mentioned tower for paging antennas and transmitters.

Message Center is in the process of constructing a wide-area paging system throughout New England, New York and New Jersey. We believe that an antenna at this site would serve to provide better quality coverage to the Danbury community.

If you have any questions regarding this matter, please feel free to contact me, toll free, at 1-800-842-1149.

Very truly yours,



Virginia M. Duffy
Engineering Administrator

VMD/gd



MOTOROLA
 Communications and Electronics Inc.

18

JUL 11 1986

Address Reply to:
 401 Columbus Ave.
 Valhalla, NY 10595
 (914) 769-9500

July 8, 1986

Wm R -
Camuska
North
Alm

Mr. James E. Dyer
 Mayor of Danbury
 155 Deer Hill
 Danbury, CT 06810

Dear Mayor Dyer:

We are designing a two-way radio communication system with the AWD company located in Danbury, CT. James Galante of AWD is requesting permission for Antenna site use at the Spruce Mountain Tower. We realize that this tower is managed by the Danbury Airport. I have spoken to Paul Estafan, Danbury Airport Manager and he has advised me there is one antenna spot available on the tower.

Due to the coverage and range needed by AWD, it is necessary to mount his antenna as high as possible in the area. The other alternative to mounting the Antenna on Spruce Mountain tower would be to erect a tower at AWD's location for local transmiission. This local tower would have to be quite high to penetrate the area successfully, as Spruce Mountain blocks a major coverage portion.

The system design we are suggesting is a low Band System . However, it is possible that should we gain access to the Spruce Mountain site, we could also suggest a high band system. Due to the height of the mountain, it could be comparitive as far as coverage is convernend.

Therefore, we respectfully submit a request on AWD's behalf for permission to rent antenna space on the Spruce Mountain tower located in Danbury, Ct.

Thank you for your consideration in this matter. Should you have any questions, please do not hesitate to contact Jim Galante or myself.

Sincerely,

MOTOROLA C&E Inc.

Gail Hulbert
 Gail Hulbert

Radio Communications Representative

GH;mn

cc: Mr. James Galante - AWD



19

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

**PUBLIC WORKS
(203) 797-4537**

**BASIL J. FRISCIA
DIRECTOR OF PUBLIC WORKS**

September 10, 1986

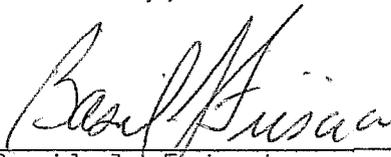
TO: The Honorable Mayor James E. Dyer and Honorable Members
of the Common Council

FROM: Mr. Basil J. Friscia, Director of Public Works

Please be advised that after careful consideration I have decided to withdraw my request for your approval of a lease of the Carriage House at Tarrywile Park. That request appeared on the Common Council agenda for the meeting of August 5, 1986 as item number 19.

Accordingly, no further action by the Common Council on this item is necessary at this time.

Sincerely,



Basil J. Friscia
Director of Public Works

BJF/mp



CITY OF DANBURY
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

PUBLIC WORKS
(203) 797-4537

BASIL J. FRISCIA
DIRECTOR OF PUBLIC WORKS

July 22, 1986

TO: MEMBERS OF COMMON COUNCIL
FROM: B.J. FRISCIA, DIRECTOR OF PUBLIC WORKS
RE: TARRYWILE PARK, CARRIAGE HOUSE LEASE

Attached for your approval is a lease for rental of the Carriage House located in Tarrywile Park.

I recommend that this lease be approved. It will serve a dual purpose of having a city employee occupy the building and act as an overseer reporting any condition or problem that occurs which will do harm to the total property as shown on exhibit "A" of this lease.

BJF:mp
enc.

THIS LEASE,

Made by this agreement between

THE CITY OF DANBURY, a municipal corporation located in Fairfield County and organized and existing by virtue of the laws of the State of Connecticut, acting herein by James E. Dyer, its Mayor, hereunto duly authorized, hereinafter designated as the

LANDLORD and

ROBERT RYERSON and KARLA RYERSON of 95 Linron Drive in Danbury, Connecticut hereinafter referred to as the

TENANT, WITNESSETH:

Whenever used herein, the singular number shall include the plural, and plural the singular, and the use of any gender shall be applicable to all genders.

The Landlord does hereby lease to the Tenant and the Tenant does hereby hire from the Landlord a certain single-family dwelling, the Carriage House, so-called, at Tarrywile Park in Danbury, Connecticut and more specifically shown on the sketch attached hereto as Exhibit A; and designated thereon as "Garage and Apartment".

The leasehold interest established hereby shall exist on a month to month basis commencing on the first day of September, 1986 and shall continue in full force and effect until terminated by either party by giving thirty (30) days written notice of termination. In the event of notice of termination, this lease shall terminate on the last day of the month following the expiration of the thirty (30) day notice period;

~~XXXXXXXXXXXX~~

~~XXXXXXXXXXXX~~

payable as follows: Five Hundred Dollars (\$500.00) on or before the first day of each month during the term hereof.

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

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

Provided, however, and it is further agreed that if the said rent shall remain unpaid days after the same shall become payable as aforesaid, or if the said Tenant 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 alterations therein without consent of the Landlord in writing, or shall commit waste or suffer the same to be committed on said premises, or injure or misuse the same, or shall violate any of the agreements herein by the Tenant to be performed, then this Lease shall thereupon, by virtue of this express stipulation therein, expire and terminate, and the Landlord may, at any time thereafter re-enter said premises, and the same have and possess as of the Landlord's 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 Landlord 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 Tenant.

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 Tenant hereby waives all right to any notice to quit possession, as prescribed by the statute relating to summary process, as well as any right to a trial by jury.

And it is further agreed that in case the said Tenant shall, with the written consent of the said Landlord 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 Tenant 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 Tenant shall operate to renew this Lease without such written consent of said Landlord.

And it is further agreed between the parties hereto, that the Tenant shall comply with, and 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 Landlord harmless from all fines, penalties and costs for violation of or non-compliance with the same.

And it is further agreed that said premises shall at all times be open to the inspection of the Landlord and his agents and for necessary repairs by either party. Upon reasonable notice, said premises shall also be open to the Landlord and his agents to show for purchase, mortgage or lease.

And it is further agreed that the said Tenant shall pay for all water, gas and electricity 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 Landlord; 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.

And Tenant further covenants and agrees that no refuse or garbage shall be allowed to accumulate or remain in or upon the leased premises.

And it is further agreed that this lease shall cease and terminate at the option of the Landlord if the Tenant shall be adjudicated bankrupt or shall compound Tenant's debts or assign Tenant's estate or effects contained in the leased premises for payment thereof, or if a receiver of the Tenant's property shall be appointed, or if this Lease shall, by operation of law, devolve upon or pass to anyone other than the Tenant, or if an execution shall be levied against the estate of the Tenant contained in leased premises, and shall not be satisfied within seventy-two (72) hours thereof. Upon such termination all future installments of rent and other sums due or to become due hereunder shall immediately become due and payable and acceptance by the Landlord of any sum from other than the Tenant shall not be deemed to be a waiver of any of the Landlord's rights and remedies hereunder.

And it is further agreed that the failure of the Landlord to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that the Landlord may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

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And it is further agreed that this lease contains the entire agreement between the parties and that all representations relating to said premises and to this Lease are included herein.

And Tenant covenants and agrees that this Lease and all the rights of the Tenant herein shall be subordinate to the lien of any bona fide mortgage or mortgages now on or which may hereafter be placed upon the said premises by the Landlord or the successor in title to the Landlord, during the term of this Lease; and said Tenant further covenants and agrees to execute any further instrument or instruments which the Landlord or successor in title to the Landlord may at any time require to subordinate this Lease to the lien of any such mortgage or mortgages, and the Tenant hereby appoints the Landlord or the successor in title to the Landlord the attorney in-fact of the Tenant, irrevocably, to execute and deliver such instruments for and in the name of the Tenant.

And TENANT covenants and agrees that as part of the consideration to the LANDLORD the TENANT shall undertake periodic surveillance of the land and buildings in the vicinity of the mansion shown on the attached Exhibit A and shall take appropriate action in the event that the TENANT observes any condition or problem warranting the attention of City officials.

In witness whereof, the parties hereto set their hand and seals, and to a duplicate of the same tenor and date, this _____ day of _____ A. D., 19

Signed, Sealed and Delivered
in the presence of

CITY OF DANBURY

By: (Seal)
James E. Dyer, its Mayor
..... (Seal)
TENANT
By: (Seal)
Robert Ryerson
By: (Seal)
Karla Ryerson

State of Connecticut,
County of Fairfield }

ss. Danbury

A. D., 19 86

Personally appeared James E. Dyer, Mayor of the City of Danbury, a municipal corporation,
signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed, and the free act and deed of said corporation, before me.

COMMISSIONER OF SUPERIOR COURT,
NOTARY PUBLIC.

State of Connecticut,
County of Fairfield }

ss. Danbury

A. D., 19 86

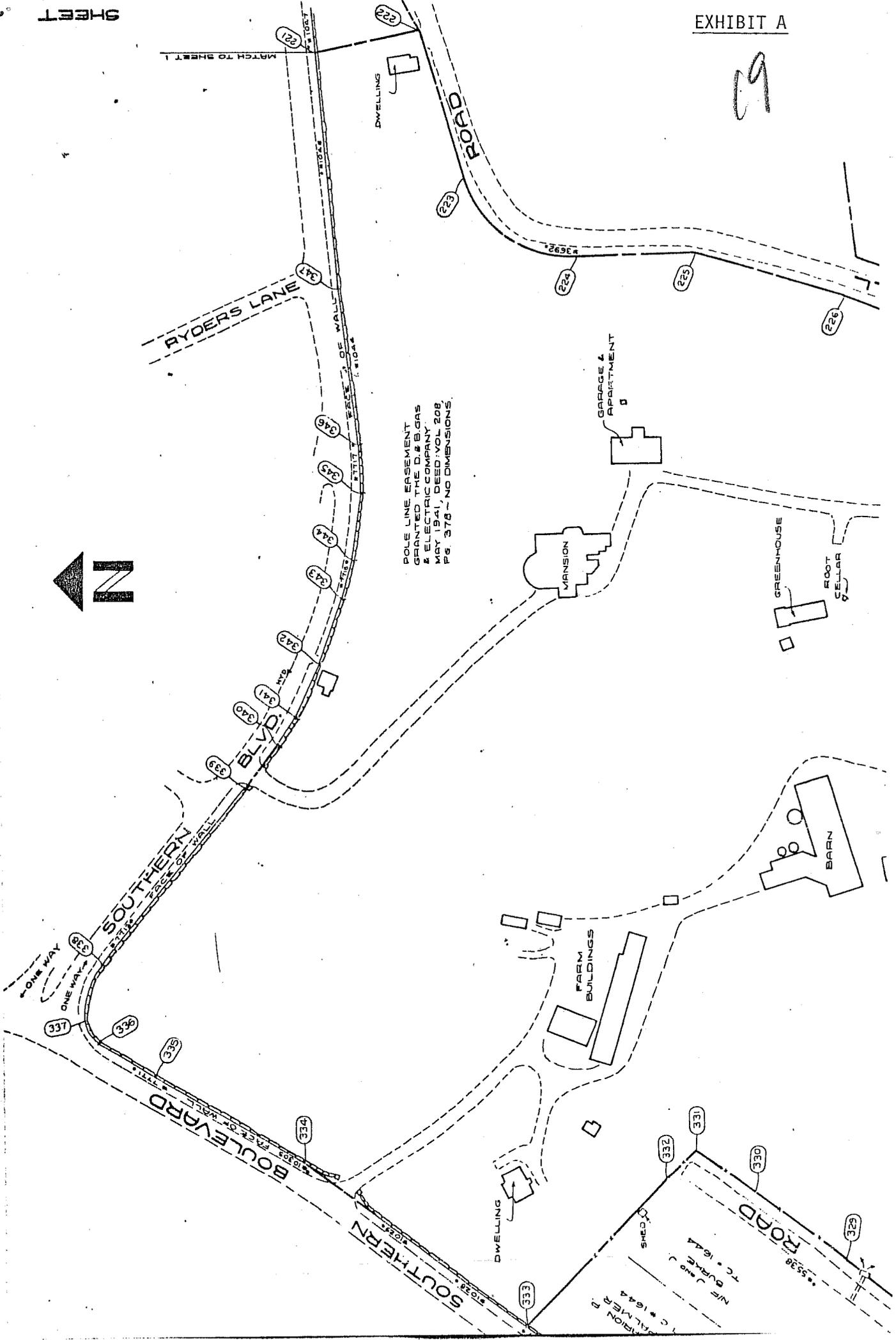
Personally appeared Robert Ryerson and Karla Ryerson

signers and sealers of the foregoing instrument and acknowledged the same to be their free act and deed, and the free act and deed of said corporation, before me.

COMMISSIONER OF SUPERIOR COURT,
NOTARY PUBLIC.

LEASE

19



MATCH TO SHEET 1

SECTION 2
 T. C. # 1644
 N.F. J. and J.
 DUKE
 T. C. # 1644

July 24, 1980 ✓

20

Constance McManus,
President of the Common Council
City Hall
155 Deer Hill Ave
Danbury, Ct. 06810

Dear Mrs. McManus,

I would like to bring to your attention
and that of the City Council members the
intolerable conditions that exist in the
area where I live, which is right
opposite the Eden Drive projects.

My parents have lived here for the
past fourteen years and its so sad
to see how the area has deteriorated.
It leaves us perplexed and fearful as
to what the following year will bring.
There is open use and sales of drugs going
on here constantly. Groups of men and
women are often seen huddled together
in the empty lots surrounding our house,
drinking and using drugs, loitering and
littering for hours, with no regard for
anything or anyone.

Eden Drive is so congested, especially in the evenings, that in order to get to our house or drive out of the area we have to patiently wait until these loiterers clear their cars out of the way so that we can pass through. The congestion is not caused by those who live in the projects but also the influx of those who come from other areas to loiter and purchase drugs which are openly sold on the street. When we first moved here we took such pride in all the improvements we undertook in our home, we never dreamed all this would happen, it seems such a waste. All the focus at present is directed to the critical living conditions within the projects yet no attention has been directed to the surrounding area which has been affected also.

Ms. McManus this is an appeal I place before you to please help us find a solution to the existing problems on Eden Drive.

Thank you for the attention given to
this matter. We do hope that something
can be done in the near future.

Cordially yours,
Ofie Trespalacios
Eden Drive
Dandbury, Ct. 06810

David M. Coelho
15 Jefferson Ave.
Danbury, Conn. 06810
July 30, 1986

21

Assistant City Clerk- Mary Rickert
City Hall
Danbury, Conn.

Atten: Council President Constance McManus & Members of the Common Council

Since the normal July constituents meeting was cancelled due to local political conventions, I am sending you this letter in hope of having an item placed on the agenda for the August 1986 Council meeting.

As you know, I spoke at the June 30, 1986 public hearing on water rates. At that time, I requested that the water tax rate structure be included with the water tax bill. Our present system of billing does not show the rate structure. I have also spoken with a number of water utilities and have found that they mail the water rate structure to the water user at least once a year. This works well because it acts as a reminder of what the rates actually are and it is also is a tool for water conservation since the public is more aware that the rates have steps in them and can be an incentive to conserve water.

When I spoke to the Water Dept., they expressed some concern over the cost of printing a brochure, mailing etc. of a rate brochure given the small size of the present paper bill.

I spoke with the letter shop at Groliers who presently mail out the water bills. They said they could "add in" an additional 8 1/2" x 11" sheet in the envelope that is already being mailed with the water bill for a cost of \$1.50 per 1000.

I spoke with the City Tax Dept. and they told me that approx. 8600 water bills go out quarterly.

I spoke with P.I.P. printers to get a cost of running off a 2 sided brochure (camera ready) black ink. 9000 copies would cost \$339.30

My proposal is this:

Since the new water rates will go into effect Dec. 1, 1986 and every year for the next 3 years, a brochure could be mailed with the existing water bill to all water tax payers once a year starting with the Dec. 1, 1986 bill.

Based on 9000 bills the cost would be approx:

9000 stuffing brochures in existing bill	@ \$1.50/1000	\$13.50
9000 2 sided brochures printed		\$339.30
		<hr/>
		\$352.80

cont.

7/30/86

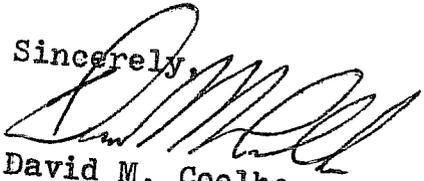
21

As you can see, the cost is very minimal in an effort to fully inform the tax payer. Presently every tax payer knows what mil tax rate they are on. Water tax payers also deserve to have the water rate shown as well.

As an example, I have put together a sample brochure showing the water rates as of Dec. 1, 1986 but prior to Sept. 1, 1987 as was shown in the legal column of the News Times. The back side of a brochure could also be used for such timely information such as a message from the Supt. of Public Utilities on water conservation, descriptions of water shutoffs during emergencies, readings, fluoradation, etc. etc.

Therefore, since such and informative one page brochure could be sent to all water tax payers with their existing bill once a year, I respectfully request that the Common Council allocate funds to have the Water Dept. impliment the mailing of the water rates in time for inclusion with the Dec. 1, 1986 new rates and every year thereafter.

Thank you for your attention on this matter which will be of benifit to all water tax payers in the City of Danbury.

Sincerely,

David M. Coelho



LEGAL NOTICE
ORDINANCE
CITY OF DANBURY, STATE OF CONNECTICUT
COMMON COUNCIL
July 1, 1986

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

THAT Sec. 21-42 of the Code of Ordinances of Danbury, Connecticut is hereby amended to read as follows:

Sec. 21-42. Quarterly nonmetered rates

(b) The following are established as the quarterly nonmetered rates for the use of water which rates shall be in effect for all bills rendered on or after December 1, 1986 but prior to September 1, 1987:

(1) Automobile washstands, each	\$65.72
(2) Bakeshops'	
(a) For the use of one faucet	24.80
(b) For each additional faucet	8.68
(c) For each toilet	16.12
(3) Barbershops:	
(a) Barbershops, including the use of one faucet	19.84
(b) For each additional faucet	8.68
(c) For each toilet	14.88
(4) Bottling works	81.84
(5) Clubrooms	124.00
(6) Creameries, minimum rate	390.60
(7) Factories other than hat factories:	
(a) For the use of one wash sink	62.00
(b) For each toilet	16.12
(c) For each urinal	28.80
(d) For each additional faucet	16.12
(8) Families:	
(a) For each unit, including the use of one faucet and one sink	13.64
(b) For each bathtub	4.96
(c) For each water closet in home	8.68
(d) Minimum quarterly rate for each family	28.52
(9) Fish markets:	
(a) Fish market, including the use of one faucet	32.24
(b) For each additional faucet	8.68
(10) Gasoline stations:	
(a) For the use of one faucet	16.12
(b) For each toilet	16.12
(11) Hairdressing parlors:	
(a) For the use of one faucet	\$24.80
(b) For each additional faucet	8.68
(12) Hat factories:	
(a) Including factories having finishing and trimming departments, etc. per former	246.76
(b) Engaged solely in manufacturing hats in the rough, per former	208.32
(13) Laundries:	
(a) Laundries, such as "laundromats," for each washing machine	32.24
(b) Laundries, other than hand laundries and laundry machines such as "laundromats"	228.16
(14) Diners:	
(a) For the use of two (2) faucets	50.84
(b) For each toilet	16.12
(15) Meat markets:	
(a) For the use of one faucet	16.12
(b) For each additional faucet	8.68
(c) For each toilet	16.12
(16) Photographic galleries:	
(a) For the use of one faucet	16.12
(b) For each additional faucet	8.68
(c) For each toilet	14.88
(17) Public garages:	
(a) For the use of one faucet	24.80
(b) For each toilet	16.12
(c) For each automobile washstand	65.72
(18) Restaurants:	
(a) Minimum rate, including the use of one faucet	40.92
(b) For each toilet	16.12
(c) For each additional faucet	8.68
(19) Soda fountains:	
(a) Minimum rate, including the use of one faucet	32.24
(b) For each additional faucet	8.68
(20) Stores and offices:	
(a) Stores and offices, including the use of one faucet	16.12
(b) For each additional faucet	8.68
(c) For each toilet	14.88
(21) Urinals, each	24.80

Be it ordained by the Common Council of the City of Danbury:
THAT Sec. 21-46 (a) of the Code of Ordinances of Danbury, Connecticut is hereby amended to read as follows:
Sec. 21-46 Meter rates generally.

(2) The following water meter rates shall be charged for those areas served and as specified by the superintendent of public utilities. Said rates are for quarterly billings rendered on or after December 1, 1986 but prior to September 1, 1987 and are limited to the first fifteen thousand (15,000) gallons of consumption.

SIZE OF METER (inches)	MINIMUM CHARGE FOR THREE MONTHS
1/4	\$22.32
1/2	27.28
1	42.16
1 1/2	74.40
2	109.12
3	241.80
4	483.60
6	967.20
8	1,934.40
10	3,868.80

For water consumed in excess of fifteen thousand (15,000) gallons the charge shall be:

GALLONS CONSUMED	CHARGE PER ONE THOUSAND GALLONS
Next 242,000	\$ 1.74
Next 1,250,000	1.61
All over 1,507,000	1.49

THAT Sec. 21-47 of the Code of Ordinances of Danbury, Connecticut is hereby amended to read as follows:

Sec. 21-47. Additional rates and charges for special uses.

(b) In addition to the rates set forth in sections 21-42 and 21-46, the following rates and charges are hereby established for all bills rendered on or after December 1, 1986; but prior to September 1, 1987.

- (1) Hydrant use by contractors, per 100 gallons \$0.62
(2) The following quarterly rates shall be charged for water service to premises for fire protection purposes:

SIZE OF CONNECTION (inches)	CHARGE FOR THREE MONTHS
4 and under	
6	\$ 49.60
8	93.00
10	136.40
12	186.00
	248.00

THAT Sec. 21-49 of the Code of Ordinances of Danbury, Connecticut is hereby amended to read as follows:

Sec. 21-49. Tank truck loads.

Water shall be billed at twenty-two cents (\$0.22) per 100 gallons or a fraction thereof for all such water purchased on or after December 1, 1986 but prior to September 1, 1987.

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

Adopted by the Common Council — July 1, 1986

Approved by Mayor James E. Dyer — July 2, 1986

Attest: Elizabeth Crudginton
City Clerk



A unit of The Connecticut State University
WESTERN CONNECTICUT STATE UNIVERSITY

Danbury, Connecticut 06810

22

Home Address:
19 Homestead Ave.
Danbury, Ct. 06810
7 July 1986

Connie McManus, President
Danbury Common Council
City Hall, Danbury

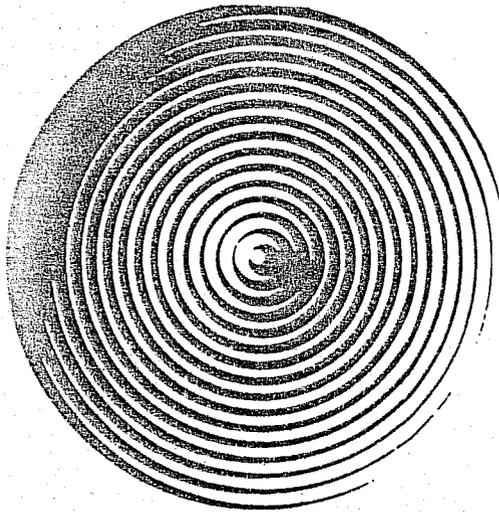
Dear Mz McManus:

I am concerned about noise endangering the quality of life in Danbury. As a professional in the field of Communication Disorders, I have witnessed the slow, silent, painless, but devastating effects of noise. Some others seem concerned when we notice the forest of trees that has been transplanted along several parts of I-84 in an attempt to curtail the road noise. There are less costly but more effective ways of preventing the problems associated with noise.

Enclosed is the announcement of a symposium I organized and moderated at Westconn and Carol Torcaso attended. Perhaps more members of this Common Council would be interested in learning about some of the problems and the solutions for the City of Danbury in 1986.

Sincerely,

Robert Wolsch, Ed.D.
Professor of Communication & Education



NOISE & HEARING DAMAGE: An Urban Problem

First in a 3-part Symposium Series on the Growth & Quality of Life in the Danbury Region.

Wednesday, Feb. 9, 1983, 3-5 PM
Hartford Lounge (Student Union), WCSU
Free to the public.

Speakers:

Dr. Tom Faye,
Professor of Audiology, Speech & Language Pathology, Dept. of Otolaryngology, Columbia Univ. College of Physicians & Surgeons, Director of Speech & Hearing, Presbyterian Hospital, NYC, and Noise Specialist - Member of NYC Environmental Control Board

Topic: Health Effects of Community Noise

Ronald Morin,
Industrial Hygiene Supervisor, OSHA, U.S. Dept. Of Labor

Topic: Noise in Industry

James Gahn,
Chief of Audiology Danbury Hearing, Speech & Learning Center; adjunct faculty member, WCSU

Topic: Noise Problems in Greater Danbury

Lois Cothran Wolsch,
Speech & Language Therapist, Danbury Public Schools

Topic: Noise Problems & the Schools

Moderator:

Dr. Robert Wolsch,
Professor of Communication & Education, Coordinator of Concentration in Communications Problems, Dept. of Communications & Theatre Arts, WCSU

Presented by:

Center for Urban Studies (WCSU), together with the Danbury Hearing, Speech & Learning Center, and Sigma Xi, the Scientific Research Society

Purpose:

To provide a forum that will bring together concerned citizens, community officials, students and faculty in an examination of selected issues regarding the rapid growth of the greater Danbury region.

Issues:

- Social, psychological, physical, intellectual effects
- of noise;
- Effects on business & industry, and on families;
- Effects on the quality of life in a community;
- Hazards created by noise;
- Education of professionals;
- Federal, state and local codes & their enforcement;
- Remedial concerns;
- Equipment needed;
- Incidence of hearing problems;
- Fears for the future.

Services/Exhibits:

Free Hearing Screening by the Danbury Hearing, Speech & Learning Center, Brookfield, CT. in mobile van in front of Student Union, 1-3 PM.

Display of equipment for schools and industry by North Eastern Instrumentation, Inc., Glen Cove, NY.

Future Sessions:

MARCH 10, 7:30 PM - "The Social Impact of Growth"
Keynote: Peter Marcuse, Professor of Urban Planning, Columbia University.

APRIL 6, 3:00 PM - "What is Good Urban Design"
Keynote: Caesar Pelli, Dean, School of Architecture, Yale University.

Experts: hearing loss afflicts victims quietly

By Paul Steinmetz Jr.
News-Times staff

DANBURY — "Noise problems are the most insidious," said Ronald Morin, an industrial hygiene supervisor with the federal Office of Safety and Health Administration.

"It feels good while you're going deaf."

Morin, speaking at a symposium on noise and hearing damage yesterday at Western Connecticut State College, said noise often does not hurt; it could be the product of the workplace or the stereo, noises expected or appreciated.

But at the same time, Morin and other hearing experts said, noises heard commonly every day can slowly erode the ear's hearing ability.

Dr. Tom Fay, a professor in the Department of Otolaryngology at Columbia University, said he wears earplugs when he rides the Manhattan subway twice a day. He said the subway is the most prolific noise maker in the city.

"New York City always seems to be the first with major problems," he said. "But look out Danbury, you're not far behind."

He listed the noise from garbage pickup, highway travel, emergency sirens and factory work as noise makers that are probably damaging people's health every day in cities throughout the country.

Lois Wolsch, a speech and language therapist with the Danbury public schools, said teen-agers often face large hearing losses because of their own actions, the way they listen to music, for example, or how they tune their cars to create the loudest reverberation.

Boys as a group suffer more hearing loss than girls, she said, probably because more boys take wood and metal shop.

"The first thing you learn in shop is to wear eye goggles," she said. "But how often do you hear a child told to put in ear plugs when he operates the band saw?"

Loud noises are not the only sounds that might harm, the panel members said.

When a member of the audience asked about the possible damage from video games, James Gahn, Chief of Audiology at the Speech and Learning Cen-

in the games come at different times than movements of the characters.

The lack of coordination between sound and vision, he said, is designed to impede winning. "It builds a conflict between the senses. In my opinion, that's not good."

And Fay said constant levels of quieter noise can distract some people enough to disrupt their work or sleep.

Morin said one of OSHA's main jobs is to reduce noise levels in the workplace. But the agency is thwarted by the high cost of lowering noise, which could include hundreds of thousands of dollars to enclose machinery or the workers.

Morin also admitted that OSHA's own guidelines, which call for a maximum noise level of 90 decibels in workplaces, were decided at least partially as a result of political considerations and do not give maximum protection to workers.

"We were willing to let 20 percent of the working population have impaired hearing," Morin said of the 90 decibel limit. "What are you going to do? We've got to have manufacturing."

Normal speech is about 55 to 60 decibels, a vacuum cleaner is 70 decibels, a car horn is 110 and a jet at take-off is 150 decibels.

Prevention is the only way to correct hearing loss, Fay said, because deafness cannot be corrected, no matter how small the damage.

Fay was instrumental in changing the loudness of sirens in New York City. Mrs. Wolsch told a group of about 45 people how she and OSHA convinced one school to lower the volume of its loudspeaker system.

But Mrs. Wolsch added that she has little success with changing the personal habits of youngsters who are already showing signs of deafness.

She compared their attitude to that of professional hockey players who won't wear protective head-gear: "They think you are taking away from their totality. They say they can tough it out."

But she said that, without some hearing protection, many young people will grow up with "being able to hear the soft things, the beautiful things."

Sound effect

Dr. Robert Wolsch, a professor of communications at Western Connecticut State College in Danbury, reacts to sound made by an electronic hearing tester. Wolsch was among several officials who spoke at a WestConn symposium on urban noise problems.

News-Times photo by David W. Harple

The News-Times

Copyright © 1983 The News-Times

ZZ

Wha? Huh? Wadja say?

by Robert Wolsch

If you never heard her whisper
that she had it
if you always turn it up
when asked to turn it down...

That's the beginning of my
song. It's not yet a Top Forty
song, but I'd like to work with
some musicians who might help
put it to music in a way that
might make people listen to the
message. As a professional in the
field of communication, I've
been trying to create interest in
protecting hearing and un-
derstanding the effects of hear-
ing loss, even mild hearing loss,
in language development, learn-
ing, interpersonal relations,
families, physical and mental
health.

If "wha" and "huh," "ya
now" and "wadja say"
express your linguistic limita-
tions.

If you're omitting sounds like
"s" and "f" and "th" and
"ing"...

I know the song isn't improv-
ing, but neither is the problem of
hearing loss in our society. Hear-
ing losses affect over 16 million
people plus their families, their
teachers, and their co-workers.
Three million of these are school-
age children. One out of every
four people over 65 has a hearing
disorder.

If your classtime's spent in
peaceful slumber,
or you're passed by for some
lucky occupations;
If no one calls your number,
but you have ears that often
ring...

Hearing loss, commonly called
"the silent disease," is reaching
epidemic levels in our society.
Listening in the ears, after target
practice or attending a rock con-
cert, may be one of the few early
symptoms. It's the effect of
"acoustic-trauma" on little hairs
in the inner ear. At first, only the
hairs that transmit 4,000 cycles
per second to the
auditory nerve (which transmits
to the brain) react to the
acoustic trauma. Repeated ex-
posure to gunfire, or amplified
noise at home, at work, or at
play, damages these hairs
responsible for receiving 4,000
cycles. Then other hairs fail at 6,
10,000 cycles, followed by 3,000 cy-
cles.

If rock concerts are your
recreational choice

along with Walkmen, tape
decks in your car,
and you play drums or sit
before the trumpets too,

If snow mobiles, chainsaws,
and worn out mufflers
are turning what's behind your
ear drums into a residue of goo.

Continual and progressive loss
of hearing may be caused by per-
sistent high levels of noise in
some communities and in some
industries. We refer to the result
as noise-induced hearing impair-
ment. The noise around you may
be hazardous to your hearing as
well as to your physical, psy-
chological, and intellectual
health. You won't recognize the
problem if you've been there for
a while. "The silent disease"
comes on slowly, at first reduc-
ing reception in only one or two
frequencies. There's no pain.
Then it spreads to other frequen-
cies. Most people don't believe it
when they're told that they have
this kind of permanent disability.

There's hope for you
if caught in time
before the loss is total.

A hearing test and ear plugs
made for you
may solve some noise related
problems.

The hearing aids today are
much improved;
many find them helpful.

And by the year 2000,
when half of you will be
needing them,

They'll make them look like
Walkmen

with bouncing ball antennae,
Perhaps with Home Box out-
lets too.

The customers will be there.
Fifty percent of our population
will need hearing aids. They'll be
as popular as eyeglasses are
now.

I recommend you attend the
symposium on noise and hearing
damage from 3-5 p.m. in the
Hartford Lounge on Wednesday,
Feb. 9, 1983. Listen to Dr. Tom
Fave, one of the country's
leading audiologists and one of
the first to become a faculty mem-
ber of a leading medical school,
talk about health effects of com-
munity noise. James Gahn, an
audiologist in private practice
locally, and an adjunct faculty
member at our college, will
discuss noise problems in the
Danbury area. Lois Wolsch, a
Danbury public school speech
pathologist, will discuss noise
and hearing problems in educa-
tion. Ronald Morin, an industrial
hygiene supervisor for the
government, will talk about noise
in industry. I'm expected to
moderate the meeting. I may
also sing my song and have you
all join in the chorus.

If she whispers to you that she
has it,
you can whisper back
that you have much in common
'cause
you have a hearing loss too.

Remember, Wednesday, Feb. 9
at 1-3 p.m. for a free hearing
screening; look for our truck in
front of the student center. Then
come to the Hartford Lounge at 3
p.m. for the speeches.

Dr. Robert Wolsch is a professor
of Communication and a specialist
in hearing disorders at Western
Connecticut State College.

22

Induced Hearing Deficit Generates Experimental Paranoia

Abstract. The development of paranoid reactions was investigated in normal people experiencing a temporary loss of hearing. In a social setting, subjects made partially deaf by hypnotic suggestion, but kept unaware of the source of their deafness, became more paranoid as indicated on a variety of assessment measures. The results support a hypothesized cognitive-social mechanism for the clinically observed relationship between paranoia and deafness in the elderly.

Clinical observation has uncovered a relationship between deafness and psychopathology (1-3). In particular, when deafness occurs later in life and the hearing loss is relatively gradual, paranoid reactions are often observed (4-14). Delusions of persecution and other paranoid symptoms, first noted by Kraepelin (6) in 1915, seem especially prevalent among the hard-of-hearing elderly (7-9). Audiometric assessment of hospitalized, elderly patients (with age and other selection factors controlled statistically) has revealed a significantly greater degree of deafness among those diagnosed as paranoid than among those with affective disorders (10-12).

Maher (15) suggested that one process by which deafness may lead to paranoid reactions involves an initial lack of awareness of the hearing defect by the person, as well as by interacting others. Paranoid thinking then emerges as a cognitive attempt to explain the perceptual anomaly (16) of not being able to hear what people in one's presence are appar-

ently saying. Judging them to be whispering, one may ask, "about what?" or "why me?" Denial by others that they are whispering may be interpreted by the hard-of-hearing person as a lie since it is so clearly discrepant with observed evidence. Frustration and anger over such injustices may gradually result in a more profound expression of hostility.

Observers, without access to the perceptual data base of the person experiencing the hearing disorder, judge these responses to be bizarre instances of thought pathology. As a consequence, others may exclude the hard-of-hearing person, whose suspiciousness and delusions about their alleged plots become upsetting (17). Over time, social relationships deteriorate, and the individual experiences both isolation and loss of the corrective social feedback essential for modifying false beliefs (18, 19). Within a self-validating, autistic system, delusions of persecution go unchecked (20). As such, they eventually become resistant to contrary information from any

external source (21). In this analysis paranoia is sometimes an end product of an initially rational search to explain a perceptual discontinuity, in this case being deaf without knowing it.

We now report an experimental investigation of the development of paranoid reactions in normal subjects with a temporary, functional loss of hearing. Across a variety of assessment measures, including standard personality tests, self-reports, and judgments of their behavior by others in the situation, these subjects became significantly more paranoid than did subjects in two control conditions. The effect was transient and limited to the test environment [by the specificity of the instructions, by extensive postexperimental interviews (debriefing procedures), and by the healthy "premorbid" status of each participant]. Nevertheless, qualitative observations and objective data offer support for the role of deafness-without-awareness as a causal factor in triggering paranoid reactions. Although the subjects were young and had normal hearing, these results have obvious bearing on a possible cognitive-social mechanism by which deafness may eventuate in paranoia among the middle-aged and elderly.

Participants were 18 college males selected from large introductory classes. In the selection process, each student (i) demonstrated that he was highly hypnotizable according to the Harvard Group Scale of Hypnotic Susceptibility (22) and the Stanford Scale of Hypnotic Susceptibility, form C (23); (ii) evidenced posthypnotic amnesia; (iii) passed a test of hypnotically induced partial deafness; (iv) scored within the normal range on measures of psychopathology; and (v) attended at least one of two hypnosis training sessions before the experiment.

Six participants were randomly assigned to the experimental treatment in which partial deafness, without awareness of its source, was hypnotically induced. The remaining participants were randomly assigned to one of two control groups. In one of these groups, partial deafness with awareness of its source was induced to demonstrate the importance of the knowledge that one's difficulty in understanding others is caused by deafness. In the other control group, a posthypnotic suggestion unrelated to deafness was experienced (a compulsion to scratch an itchy ear) along with amnesia for it, to establish whether merely carrying out a posthypnotic suggestion with amnesia might be sufficient to yield the predicted results. Taken together, these two groups provide controls for experimental demand characteristics.

subject selection traits (hypnotic susceptibility), and the rational basis for the experienced sensory anomaly (24).

During group training sessions, each subject was instructed in self-hypnosis and completed consent and medical history forms, a number of Minnesota Multiphasic Personality Inventory (MMPI) scales (25), and our clinically derived paranoia scale (26). In the experimental session, subjects were hypnotized, after which they listened through earphones to deep relaxation music and then heard taped instructions for one of the three treatments. The use of coded tapes randomly selected in advance by one of the researchers (L.K.) made it possible for the hypnotist (P.Z.), experimenter, (S.A.), observers, and confederates to be ignorant of the treatment assignment of the subjects. All subjects were given the suggestion to begin experiencing the changed state when they saw the post-hypnotic cue ("FOCUS") projected on a viewing screen in the laboratory. In order to make the task socially realistic and to conceal the purpose of the experiment, each subject was led to believe he was participating, along with two others (who were confederates); in a study of the effects of hypnotic training proce-

dures on creative problem solving. Because of the hearing defect that subjects were to experience, all instructions and tasks were projected automatically by timed slides, the first of which was the posthypnotic cue. While working on a preliminary anagram task, the two confederates engaged in a well-rehearsed, standard conversation designed to establish their commonality, to offer test probes for the subject's deafness, and to provide verbal content that might be misperceived as antagonistic. They recalled a party they had both attended, laughed at an incident mentioned, made a funny face, and eventually decided to work together, finally asking the subject if he also wanted to work with them.

The instructions had previously suggested that group effort on such tasks is usually superior to solitary responding. The subject's behavior was videotaped, observed directly by two judges from behind a one-way mirror, and scored independently by the confederates immediately after the session. After this conversation, the three participants were asked to develop stories about pairs of people in ambiguous relationships [Thematic Apperception Test (TAT)]. On the first task, they had the option of working

together or of working alone. Thus, an interdependence among confederates and the subject was created [important in the natural etiology of paranoia (17, 19, 21)], which centered around developing a common creative solution. On the second TAT task, participants had to work alone.

After these tasks were completed, each confederate was instructed by the slides to go to a different laboratory room while the subject stayed in the room to complete evaluation forms, including the MMPI and others. Extensive debriefing followed (27), and to remove any tension or confusion, each subject was rehypnotized by the experimenter and told to recall all the events experienced during the session. Subjects were reevaluated in a 1-month follow-up.

Major results are summarized in Table 1, which presents group means and one-tailed *t*-test values derived from a single a priori planned comparison that contrasted the experimental group with the two control groups taken together (28). This analysis followed standard analysis of variance tests. As predicted, the experience of being partially deaf, without being aware of its source, created significant changes in cognitive, emotional, and behavioral functioning. Compared with the control groups, subjects in the deafness-without-awareness treatment became more paranoid, as shown on an MMPI paranoia scale of Horn (25, p. 283) and on our clinically derived paranoia scale (26). Experimental subjects also had significantly elevated scores on the MMPI grandiosity scale of Watson and Klett (25, p. 287)—one aspect of paranoid thinking. Experimental subjects perceived themselves as more irritated, agitated, hostile, and unfriendly than control subjects did and were perceived as such by confederates ignorant of the treatment. When invited to work with confederates on the TAT task, only one of six experimental subjects elected to do so; in contrast, 9 of 12 control subjects preferred to affiliate ($z = 4.32$, $P < .001$).

The TAT stories generated by the subjects were assessed in two ways. Subjects' own ratings of the creativity of their stories indicated that experimental subjects judged their stories to be significantly less creative than did subjects in either of the control groups. Second, the stories were scored (reliably by two judges) for the extent to which subjects evaluated TAT characters. An evaluative-judgmental outlook toward other people is a hallmark of paranoia. The experimental subjects used significantly

Table 1. Mean scores on dependent measures distinguishing experimental from control subjects.

Dependent measures	Treatment			<i>t</i> (15)	<i>P</i>
	Deafness without awareness (N = 6)	Deafness with awareness (N = 6)	Control Post-hypnotic suggestion (N = 6)		
Paranoia measures*					
MMPI-Paranoia	1.50	.33	-.17	1.838	< .05
MMPI-Grandiosity	1.33	-.83	-1.00	1.922	< .05
Paranoia clinical interview form	.30	-.09	-.28	3.667	< .005
TAT					
Affective evaluation	83.35	16.65	33.50	2.858	< .01
Self-assessed creativity	42.83	68.33	73.33	3.436	< .005
Self-rated feelings					
Creative	34.17	55.83	65.83	2.493	< .05
Confused	73.33	39.17	35.00	2.521	< .05
Relaxed	43.33	81.67	78.33	2.855	< .01
Agitated	73.33	14.17	15.33	6.586	< .001
Irritated	70.00	25.00	7.00	6.000	< .001
Friendly	26.67	53.33	56.67	2.195	< .05
Hostile	38.33	13.33	13.33	2.047	< .05
Judges' ratings					
Confused	40.83	27.08	17.67	1.470	< .10
Relaxed	34.17	54.59	65.42	2.839	< .01
Agitated	51.25	24.59	13.75	3.107	< .005
Irritated	45.84	18.92	11.25	3.299	< .005
Friendly	23.34	48.34	65.00	3.385	< .005
Hostile	18.75	5.00	1.67	2.220	< .05

*These measures were taken before and after the experimental session; reported means represent difference scores (after minus before).

more evaluative language, both positive and negative (for example, right-wrong, good-bad) ($t = 2.86, P < .01$) than controls did. In addition, they differed significantly ($\tau = 5.00, P < .001$) from the controls in their greater use of positive evaluative language. Experimental subjects reported feeling no more suspicious than did control subjects. These last two findings weaken the possible criticism that the results were based simply on anger induced by the experimental manipulation.

Both groups experiencing a hearing deficit reported, as expected, that their hearing was not keen, but reported no other sensory difficulties. Those who were partially deaf without being aware of the source of the deafness did experience greater confusion, which is likely to have motivated an active search for an appropriate explanation. Over time, however, if their delusional systems were allowed to become more coherent and systematized, the paranoid reaction would be less likely to involve confusion. Ultimately, there is so much confidence in the proposed paranoid explanatory system that alternative scenarios are rejected.

Despite the artificiality of our laboratory procedure, functionally analogous predicaments occur in everyday life. People's hearing does deteriorate without their realizing it. Indeed, the onset of deafness among the elderly is sometimes actively denied because recognizing a hearing deficit may be tantamount to acknowledging a greater defect—old age. Perhaps self-deception about one's hearing deficit may even be sufficient, in some circumstances, to yield a similar response, namely, a search for a more personally acceptable alternative that finds fault in others rather than in oneself. When there is no social or cultural support for the chosen explanation and the actor is relatively powerless, others may judge him or her to be irrational and suffering from a mental disorder. Although our subjects were young and had normal hearing, these findings have obvious bearing on a possible cognitive-social mechanism by which deafness may lead to paranoia among the middle-aged and elderly.

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References and Notes

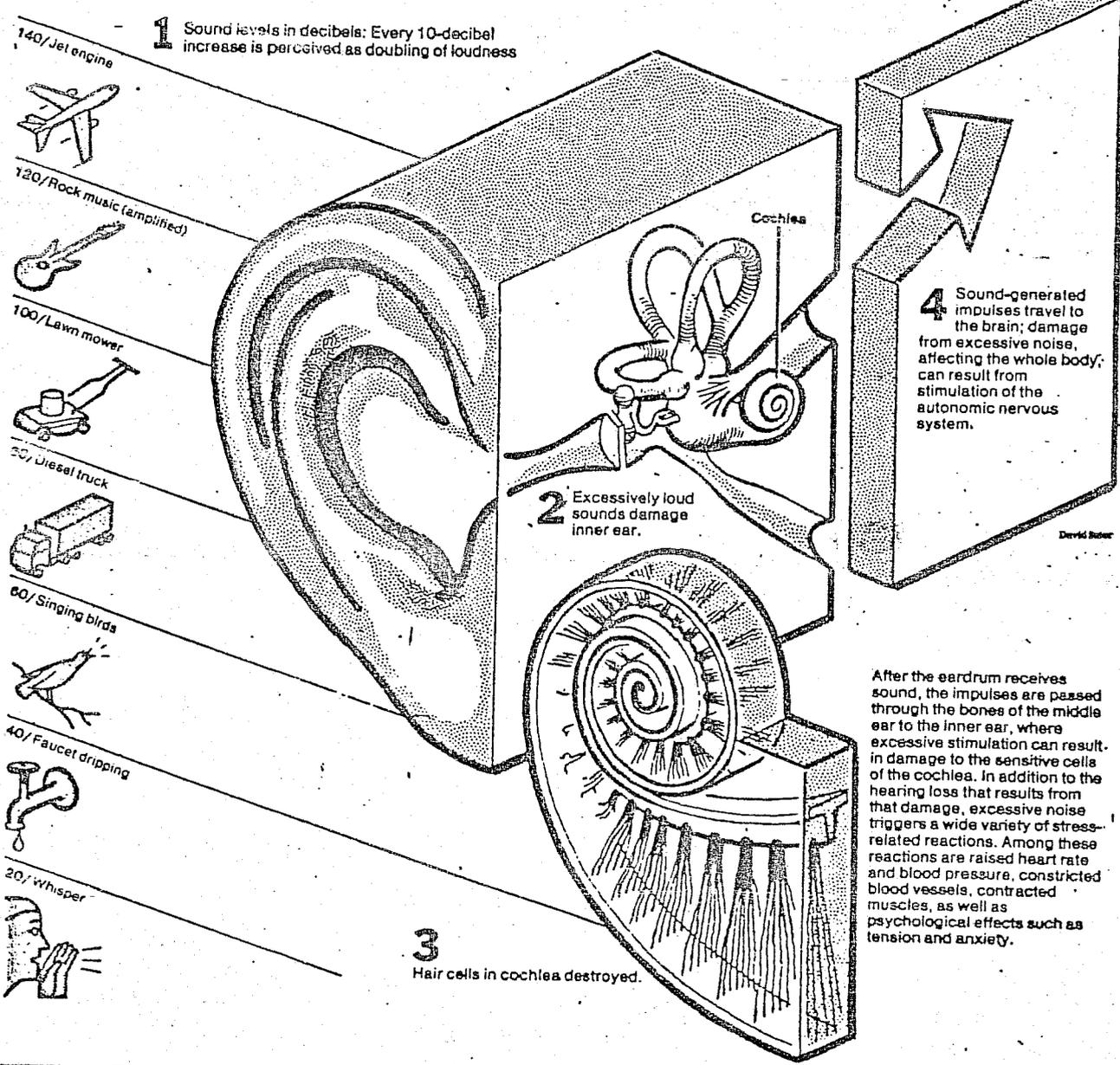
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29. This report is dedicated to Neal E. Miller as part of a commemoration by his former students of his inspired science teaching. We wish to acknowledge the expert and reliable research assistance of Harry Coin, Dave Willer, Bob Sack, James Glanzer, Jill Fonaus, Laurie Plautz, Lisa Carrol, and Sarah Garlan. We thank Joan Linsenmeier and David Rosenhan for critical editing of the manuscript.

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3 December 1980; revised 23 February 1981

Noise Poses a Growing Threat, Affecting Hearing and Behavior

22



After the eardrum receives sound, the impulses are passed through the bones of the middle ear to the inner ear, where excessive stimulation can result in damage to the sensitive cells of the cochlea. In addition to the hearing loss that results from that damage, excessive noise triggers a wide variety of stress-related reactions. Among these reactions are raised heart rate and blood pressure, constricted blood vessels, contracted muscles, as well as psychological effects such as tension and anxiety.

By JANE E. BRODY

IN trying to track a suspected Soviet submarine last month, the Swedish Navy had difficulty finding sailors who could hear well enough to operate the listening devices. The hearing of vast numbers of young people, a Navy captain said, apparently has been permanently damaged by years of listening to loud rock music.

Whether or not music is the culprit in Sweden, similar hearing losses have been noted among American high school and college students who are rock music aficionados or frequent discotheques, and hearing loss resulting from abusive noise has become a matter of pressing concern in this country, too.

For example, Dr. David Lipscomb, head of the noise laboratory at the University of Tennessee, recently found that more than 60 percent of 1,410 college freshmen had significant hearing loss in the high-frequency range, a deficit he believes is in-

creasing at an alarming rate. Just one year earlier he had found high-frequency hearing loss in 33 percent of the freshmen tested. He described the students as "two or three decades ahead of themselves in hearing deterioration."

A Japanese survey this year of 4,500 students revealed unexplained hearing difficulties in 29, 21 of whom were described as "headphone addicts." These 21 students listened to stereo headphones (Sony Walkmans and the like) for more than 24 hours a week at volumes that averaged 83 decibels, the approximate noise level of rush-hour traffic.

While noisy work environments have long been the focus of research and regulatory efforts, in recent years avocational noise has been attracting more attention. The explosive rise of noisy equipment in and out of American homes—ranging from snowmobiles, rock bands and chain saws to hair dryers, food processors and stereo headphones—has made nearly every American potentially vulnerable to noise damage.

The Environmental Protection Agency estimated

in 1978 that 10 million Americans are exposed to harmful levels of noise off the job. Other experts say this is a highly conservative figure. In addition to those who voluntarily expose themselves to high noise levels, such unwitting victims as premature infants in incubators, residents who live near airports and students whose classrooms abut train tracks may suffer noise damage.

And the damage incurred may involve far more than hearing acuity. Though more and better research is needed to define precisely the nonacoustical harm caused by noise, studies thus far suggest that noise stress can result in high blood pressure, cardiovascular injury, ulcers, and possibly even increased susceptibility to infection and reproductive problems. Other studies have pointed to noise-related learning difficulties, irritability, fatigue, reduced work efficiency, increased accidents and errors and socially undesirable behavior.

One series of experiments showed, for example, that passers-by were much less likely to help a

Continued on Page C5

Abusive Noise: Effects Are Physiological and Behavioral

Continued from page C1

stranger who had dropped his books if there was a power lawn mower operating nearby than if the lawn mower's motor was turned off. In another experiment, angered subjects acted more aggressively after being exposed to noise that they could not control.

Such findings raise important questions about the possible contribution of noise to illness, antisocial behavior and interpersonal conflicts at a time when noise levels are increasing for millions of Americans. However, one leading investigator, Dr. Sheldon Cohen, a psychologist at Carnegie-Mellon Institute in Pittsburgh, says "there's very little research on the effects of noise being done in this country right now because the Administration has no interest in it."

Effects of Noise Stress

Last year, a committee of the National Academy of Sciences said that existing studies of the effects of noise on health suggested serious harm, especially to the cardiovascular system, and called for more careful investigation. The committee noted that the stress of noise "might alter the organism's capacity to withstand insults from other physical agents or environmental contaminants."

A number of findings have already been fairly well documented, including these:

Among at least 40 studies linking noise exposure to increases in blood pressure, Dr. Ernest A. Peterson and colleagues at the University of Miami School of Medicine showed that monkeys developed sustained high blood pressure after being exposed for nine months to patterns and levels of noise that are frequently encountered by people. The noise levels studied were lower than those that can damage hearing.

Dr. Cohen and his former colleagues at the University of Oregon showed that children whose schools are along the flight path of Los Angeles International Airport had higher blood pressure than similar children attending quiet schools. The noise-affected children also had more difficulty

solving puzzles and math problems and were quicker to give up in frustration. Furthermore, as time passed, no improvement was seen in the noise-related effects on the children's abilities.

High levels of noise in the home, from television sets, radios and other sources, were shown to disrupt the development of sensory and motor skills of children during the first two years of life. Babies living in noisy homes were slower to imitate adult actions and persisted in infantile habits longer than babies in quieter homes. Noise also delayed verbal development and exploratory behavior. The researcher, Dr. Theodore D. Wachs, a psychologist at Purdue University, believes that noise stress prompts babies to retreat into their own inner space.

A University of Wisconsin study

showed that noise produced in the home by arguing, shouting, vent fans, garbage disposals, electric mixers, knife sharpeners and running faucets produced a state of heightened body arousal and general nervous tension. Dr. Jack C. Westman, a Wisconsin psychiatrist, believes that home noise contributes to noise-related health damage and to conflicts between family members.

A series of European studies indicated that workers exposed to noise were more likely to develop abnormal heart rhythms, balance disturbances, circulatory ailments and ulcers. The workers complained more often of fatigue and irritability, and they reported more social conflicts on the job and at home. Studies in Britain and the United States suggested that people living in noisy areas, such as in

airport flight paths, suffered more emotional disturbances and required medical treatment more often than those living in quieter areas.

But according to Dr. Cohen and others, all these studies suffer from methodological problems, primarily the failure to take into account other factors, such as age, socioeconomic status and various on-the-job stresses, that could have influenced the effects attributed to noise.

Sound is measured in decibels, a scale that increases logarithmically. Zero decibels is the lowest level of sound that a young, healthy human ear can detect. A level of 140 decibels (a shotgun blast or jet takeoff) can be extremely painful. A rise of 10 decibels is perceived by the human ear as a doubling of loudness. The most frequently used decibel scale, called

dBA, measures perceived loudness by giving more weight to high-frequency sounds, which seem louder to people than the same intensity of low-frequency sounds.

Injury Without Discomfort

Thus, the 100 dB sound of a power lawn mower or snowmobile is twice as loud as the 90 dB sound of a train roaring into a subway station. Dr. Maurice H. Miller, professor of audiology at New York University and chief audiological consultant at Lenox Hill Hospital and the New York City Department of Health, points out that noise well below the level of discomfort or pain can damage hearing.

Hearing loss will occur in 20 to 25 percent of workers exposed to the allowable limit of 90 decibels for eight hours a day (the loudness of street traffic or a heavy-duty truck). Under the newest Federal regulations, employers must establish hearing conservation programs for all workers regularly exposed to noise levels of 85 decibels or more.

Repeated exposure to loud noise destroys the delicate hair cells in the Organ of Corti, a part of the cochlea in the inner ear. These cells are responsible for picking up sound-induced pressure waves and transmitting them to nerve cells, which in turn carry them to the brain.

Sounds follow two paths into the brain. One path carries sound to the auditory center where it is perceived and interpreted. The other goes to an activating-regulating center in the

brain called the reticular formation and then on to the brain centers that turn on the autonomic nervous system. The latter path is responsible for the wide range of nonaural effects of noise because it calls into play the classic fight-or-flight response to stress: arousal, increased heart rate and blood pressure, constriction of small blood vessels in the extremities, redirection of blood flow away from the skin and digestive organs and to the brain and muscles, muscular contraction, release of stress-related hormones from the adrenal glands, dry mouth, dilated pupils and subjective feelings of tension, excitement and anxiety.

This stress reaction to sound is believed to be an evolutionary holdover from preindustrial times when loud sounds usually meant trouble — a roaring lion, falling rock or injured kinsman. The stress response enabled people to survive the danger by helping them either to run away or fight.

Noise researchers have found that most people get used to a sound that they hear often and know is not a cause for alarm, but their internal stress reaction continues unabated. Thus, if you live near train tracks, after a week or so you may no longer be awakened by passing trains. But internal reactions to the noise still occur and may eventually accumulate to cause bodily damage. Dr. Miller suggested that people who never become habituated to noise "may be better off because they tend to avoid noisy environments."

22

DANBURY HEARING, SPEECH & LEARNING CENTER

330 W. WASHINGTON STREET
DANBURY, CONNECTICUT 06810





CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

DEPARTMENT
OF FINANCE

July 9, 1986

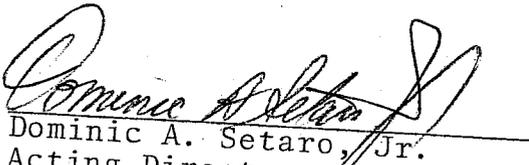
TO: Mayor James E. Dyer

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

RE: Recreation and Cultural Bond Issue

As you know, the Federal Government has passed new tax legislation which places new time limits and other restrictions on municipalities which borrow funds in the form of short term notes. Based on these new restrictions I would request that we seek Common Council approval at its August 5, 1986 meeting to allow us to borrow funds (cash) temporarily from the City's General Fund to pay for the preliminary costs of this bond issue, such as architects' or engineers' fees. The reason for this is that, once we go out for short term notes, the time limitations start under the new laws. We would be required to spend 5% of the borrowed funds within 30 days and the balance by the end of 6 months. We would also have 3 years to complete the projects.

I do not expect to borrow more than \$200,000.00 from the General Fund, and if the Common Council approves, this will save us some of the bond issue costs and give us some extra time.



Dominic A. Setaro, Jr.

Acting Director of Finance/Comptroller

DAS/af

cc: Thomas R. Green, City Treasurer

THE DANBURY CEMETERY ASSOCIATION, INC.

Office: 20 Ellsworth Avenue
Danbury, Conn. 06810
Phone: 203 - 748-8529

July 15, 1986

24

The Honorable James E. Dyer
Mayor, City of Danbury
City Hall
155 Deer Hill Ave.
Danbury, Ct. 06810

Dear Mayor Dyer:

We were informed on Friday, July 11, that the Common Council allocated only \$8,620.00 toward our July 1st billing of \$10,210.20. It is our belief that members of the Common Council may not be aware that our billing covers services rendered to the City, and is not a charitable grant. Our Attorney Richard Hanna and your Assistant Corporation Counsel Eric Gottschalk resolved this misunderstanding in August, 1985, and copies of all pertinent documents are on file in Mr. Setaro's office.

Since \$8,620.00 is an insufficient sum to cover the annual cost of the care and maintenance of 2,002 city-owned graves in Wooster and Great Plain Cemeteries, we respectfully request that the balance of \$1,590.20 due on our July 1st billing be appropriated by the Common Council at its earliest convenience.

Sincerely,

THE DANBURY CEMETERY ASSOCIATION, INC.

Michael Baldasare

Michael Baldasare, President

MB:bvz

25

17 Ivy Lane
Danbury, Connecticut 06811
July 16, 1986

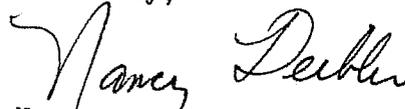
The Honorable James E. Dyer, Mayor
The Honorable Members of the Danbury Common Council
Danbury City Hall
Danbury, Connecticut 06810

Dear Mayor Dyer and Members of the Common Council:

The recently appointed Charter Revision Commission, hereby respectfully requests funds in the amount of \$10,000 in support of the Commission's work. The funds will be used to cover such expenses as postage, services of a stenographer, publications, and, possibly, legal assistance.

Thank you for your consideration.

Sincerely,



Nancy Deibler
Secretary

cc: Members, Charter Revision Commission
City Clerk
Town Clerk

25

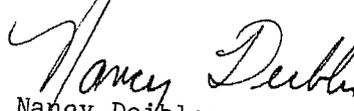
17 Ivy Lane
Danbury, Connecticut 06811
July 16, 1986

The Honorable James E. Dyer, Mayor
The Honorable Members of the Danbury Common Council
Danbury City Hall
Danbury, Connecticut 06810

Dear Mayor Dyer and Members of the Common Council:

The recently appointed Charter Revision Commission, hereby respectfully requests funds in the amount of \$10,000 in support of the Commission's work. Thank you for your consideration.

Sincerely,


Nancy Deibler
Secretary

cc: Members, Charter Revision Commission
City Clerk
Town Clerk



025

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

DEPARTMENT
OF FINANCE

August 5, 1986

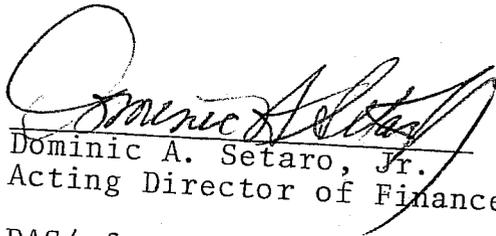
TO: Common Council via
Mayor James E. Dyer

Certification #5

FROM: Dominic A. Setaro, Jr.

We hereby certify the availability of \$10,000.00 to be transferred from the Contingency Account to a new budget for charter revision.

Balance of Contingency Account	\$960,000.00
Less pending requests	178,407.20
Less this request	10,000.00
	<hr/>
	\$771,592.80



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

DAS/af

CACD

The Community Action Committee of Danbury, Inc.
66 North Street Danbury, Connecticut 06810 (203) 744-4700

*Mary R
Mayor
Agenda*

July 10, 1986

JL

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

Dear Mayor Dyer:

Please consider this notice as a formal request for additional City Funds to supplement the Community Action Committee of Danbury's 1986-87 approved budget.

The supplementary resources will be allocated towards the program functions listed below.

<u>Program Functions</u>	<u>Rationale</u>	<u>Amount Needed</u>
4 months funding for Youth Service Activities.	Funding supplied in the basic grant was only sufficient to cover the costs of 8 months of operation after all possible cuts in cost and services had been considered.	\$ 25,000 *
100% Program operations as per original budget request.	Restoration of cuts that were made to accommodate the approved allocation.	65,000
Central Administration Fund Accountant	Audit reports for two years and an independent MAP's consultant concluded that the personnel associated with finances needs to be increased to process the finance data on a more timely basis and provide internal safe guards within the finance department through a greater distribution of finance functions.	20,000 *
	The requested amount covers salary and fringes.	

Mayor James E. Dyer

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July 10, 1986

Program Functions

Rationale

Amount Needed

Youth Center Expansion
Satellites

Provide services as described in the original budget to young children, ages 7-12 in two of the housing projects.

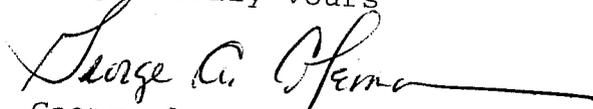
\$ 72.005 (new)

*Amount of needs for restoration or creation of vital services.

I trust that this request can be placed on the Council's Agenda as soon as possible. I am available to share with you the details on any aspect of this request.

I am,

Respectfully yours



George A. Coleman
Executive Director

GAC/lis

cc: Wm. G. Rogers, Chrman. of Board
Robert Cole, Treasurer

CACD

The Community Action Committee of Danbury, Inc.
66 North Street Danbury, Connecticut 06810 (203) 744-4700

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June 27, 1986

Mayor James E. Dyer
City Hall
155 Deer Hill Ave.
Danbury, CT 06810

Dear Mayor Dyer:

Attached please find our City Budget for 1986-87 as approved by the Common Council in the amount of \$137,000. This funding level only permits us to fund our Youth Program for 8 months. An additional \$25,000 is required for us to meet the 12 month program plan as submitted in our original narrative.

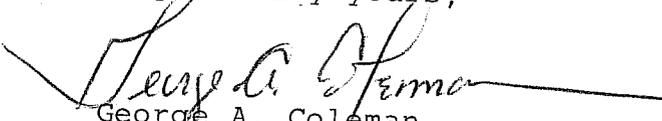
I anticipate your participation in assisting us in our effort to meet the comprehensive needs of these youths.

Aspects of the Neighborhood Services Program and Central Administration were also reduced to accommodate the \$137,000 figure. All these reductions have severe programmatic consequences that effect the health of the agency and the people we serve.

I trust we can count on your support in our effort to supplement this budgetary level.

I am,

Respectfully yours,


George A. Coleman
Executive Director

GAC/lis

cc: C. McManis, Common Council Pres.

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PROPOSED CITY OF DANBURY BUDGET

CACD Central Administration 86-87

Payroll Accountant 4 months x \$11,250	3,750
" " 8 months x \$10,514	7,009
1 Senior Aides Program Dir. \$7/hr. x 20 hrs/wk	7,280
TOTAL SALARIES	<hr/> 18,039
Fringe Benefits	
FICA 7.5% x 18,039	1,290
CUI 6% x 14,200	852
W.C. .50% x 18,039	90
Health Insurance 19% x 18,039	3,427
TOTAL FRINGES	<hr/> 5,659
Rent (senior aides(250 x 12	
Audit	3,000
Liability Insurance	12,000
Equipment Rental & Maintenance 100 x 12	4,000
Action Day Care Support	1,200
	6,000
TOTAL CENTRAL ADM. BUDGET	<hr/> <hr/> 49,898

PROPOSED YOUTH SERVICES BUDGET

7/1/86 - 12/31/86

1/1/87 - 2/28/87

Total

Line Item	7/1/86 - 12/31/86	1/1/87 - 2/28/87	Total
<u>ADMINISTRATION SALARIES</u>			
Youth Services Director	\$11,968	\$ 3,989	\$15,957
Education Coordinator	10,837	3,612	14,449
Fringe Benefits			
FICA			
CUI	1,631		
WC	710	543	
Health Insurance	114	-0-	2,174
	4,332	38	710
		1,444	152
			5,776
<u>PROGRAM SALARIES</u>			
2 Part-time enrollees @20hrs/wk. x 26 wks. x 3.37 =	3,505		
6 part-time enrollees @20hrs/wk. x 9wks. x 3.37 =	-0-	-0-	3,505
Fringe Benefits		3,640	3,640
FICA			
CUI	251		
WC	175	260	
Rent	18	182	511
Travel	8,100	18	357
Utilities	250	2,700	36
Telephone	2,400	-0-	10,800
Training	1,500	800	250
Computer Costs	250	500	3,200
Refuse	450	-0-	2,000
Subscription	180	150	250
Building Maint. (Sonitrol, etc.)	50	60	600
Contractual	1,800	-0-	240
Liability Ins.	2,750	300	50
Consumable Supplies	1,100	-0-	2,100
Audit	2,750	367	2,750
	1,527	578	1,467
		-0-	3,328
			1,527
TOTAL	\$56,648	\$19,181	\$75,829

PROPOSED CITY OF DANBURY BUDGET

CACD Neighborhood Services 86-87

27

1 Part-time Secretary with 7% increase 30hrs/wk x 5.66/hr x52
FICA 7.15% x 8,830
CUI 5% x 7,100
W.C. .50% x 8,830
Health Insurance 16% x 8,830

8,8
6
3
7
1,4

Total Neighborhood Serv. Request 11,27

CENTRAL	49898
Youth Services	75829
Neighborhood Services	<u>11273</u>
TOTAL	137000

No paperwork was
found in the file.

Sorry for the
inconvenience, we
will continue to
update files if
information becomes
available.

No paperwork was
found in the file.

Sorry for the
inconvenience, we
will continue to
update files if
information becomes
available.



029-1

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

Emanuel A. Merullo
Director of Personnel

PERSONNEL DEPARTMENT
(203) 797-4598

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

FROM: Manny Merullo *EAM*

RE: Approval of Collective Bargaining Agreement between
the City of Danbury and The Danbury Municipal
Employees' Association

DATE: July 30, 1986

Negotiations for a successor contract between the City and The Danbury Municipal Employees' Association have resulted in a two-year agreement beginning July 1, 1986 and ending June 30, 1988.

I am, herein, requesting approval of the agreement by the Mayor and the Common Council.

cc: Dom Setaro, Comptroller
Eric Gottschalk, Assistant Corporation Counsel

29-1

MEMORANDUM OF AGREEMENT

BETWEEN

THE CITY OF DANBURY AND DANBURY MUNICIPAL EMPLOYEES' ASSOCIATION

This Memorandum of Agreement between the City of Danbury and the Danbury Municipal Employees' Association becomes effective on July 1, 1986 and contains all of the agreements between the parties which modification, if ratified by the respective approving authorities, shall be incorporated into a new contract which shall be effective on July 1, 1986 and shall expire on June 30, 1988, except as specifically provided otherwise therein. All of the terms of the contract expiring June 30, 1986 which are not deleted or changed by specific reference herein shall be included in the new contract.

- 1. Revise Section IV A - Hours of Work by replacing the third paragraph in Item #1 with language extracted from the Memo of Agreement between the parties signed January 31, 1985:

"The City and the D.M.E.A. agree that the Mayor may approve the use of flexible scheduling under the following conditions:

- a. The request must be made by the Department Head;
- b. The employee(s) involved accept the change voluntarily;
- c. Implementation will improve the services of the department;
- d. The work week is not less than thirty-five (35) hours nor more than forty (40) hours per week;

The following procedure is to be used when requesting flex time:

The Department Head shall initiate the request in writing addressed to the Director of Personnel;

The request should include the proposed flex time schedule for each employee involved, a detailed explanation of the purpose and the date of implementation;

The Personnel Director will review the request and make a recommendation to the Mayor;

The Mayor will approve or deny the request and notify the Personnel Director of his action;

A-1

The Personnel Director will notify appropriate departments.

If an employee accepts the flex schedule he/she may return to the normal schedule if the Department Head is given ten (10) days prior notification.

Any return to a normal schedule from a flex schedule must be reported to the Personnel Director."

2. Section V - Leave Regulations

Amend Item "A" to read: (Memos of Agreement 8/22/84 and 10/15/85)

A. Vacation Leave

1. Vacation accrual:

a. When an employee in his/her probationary year completes 125 days of work, he/she shall be entitled to one calendar week of vacation. It shall be taken before the end of that fiscal year.

b. When an employee has completed one year of service as determined by his/her date of hire, the employee shall be entitled to two calendar weeks vacation during the fiscal year of the anniversary. If during the fiscal year the employee is in a non-compensable status for a month or more, the vacation period shall be reduced on a pro-rata basis.

In each succeeding year, vacation will accrue on the same basis according to contract. In any year in which the employee is in a non-compensable status for a month or more, the stipulated vacation periods will be pro-rated.

If the employee's first anniversary date does not coincide with the end of the probation period, the entitlement to the two week vacation shall be deferred to the completion of probation.

c. Three calendar weeks after five (5) years continuous service.

d. Four calendar weeks after eleven (11) years of continuous service.

e. Five calendar weeks after seventeen (17) years of continuous service.

29-1

Vacations shall be taken on a fiscal year basis and qualifying time shall be during the fiscal year. (That is, if 6 months service is completed during the fiscal year, then one week may be taken during that period; if one year of service is completed during the fiscal year, then two weeks may be taken during that period, etc.)

2. Use of vacation leave shall be discharged during the fiscal year except that an employee may request in writing that the appointing authority grant accumulation of not more than five working days to the next year. Such days must be discharged during the next fiscal year.

In emergency situations permission to carry over more than five (5) vacation days will be granted when there is agreement between the supervisor and the employee that:

- a. the carry-over will not adversely effect the efficiency of the department;
- b. the carry-over will not in itself create a need for the hiring of temporary help;
- c. permission to carry over more than five (5) vacation days will not be granted for the same employee two consecutive years;
- d. all requests should be made before June 1st each year.

3. Revise Section V B:

Item 1 "d" Holidays

Add the following paragraph:

If a holiday occurs while an employee is on injury leave and receiving Workers' Compensation, the employee shall be paid one-third (33 1/3%) of the holiday pay to augment Workers' Compensation payments of two-thirds (66 2/3%) of pay. If holiday occurs while employee is on short term disability, the employee shall be paid as a holiday and not as a sick day.

Item 1 "f" Use of Sick Days

Amend to read:

Employees who request pay for fractional portions of sick days shall be charged one-half sick leave day for sick pay of one-half day or less and one full sick leave day for sick pay of more than one-half day.

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Employees who are on injury leave and receiving Workers' Compensation (66 2/3%) of pay) may request use of sick leave days to augment the Workers' Compensation payment for full pay. For such payment (33 1/3% of pay) they shall be charged one-third of a sick leave day.

Item 2 "d"

For employees with more than six (6) months of continuous service, occasional days of absence due to injury or illness shall be paid to a total of ten (10) days of paid absence in any one fiscal year upon the approval of the department head. Any absences in excess of ten paid days shall only be paid if the department head specifically requests and the Mayor approves. Employees hired prior to July 1, 1979, who are governed by this subparagraph 2 and who request pay for fractional portions of sick days shall be charged one-half sick leave day for sick pay of one-half day or less and one full sick leave day for sick pay of more than one-half day up to one full day, unless they are receiving two-thirds (66 2/3%) of pay while on Workers' Compensation or Short Term Disability. In such cases they will be charged one-third (33 1/3%) of a sick leave day.

The City agrees to pay employees 50% of regular straight time daily wages for unused occasional days at the end of each fiscal year. Payment will be made before September 30 following the end of the fiscal year.

Item 2 "f" Short Term Disability

Add the following:

If during a fiscal year an employee is absent on "Short Term Disability" two or more separate times, he/she shall receive normal pay for the first five (5) days of the first such extended sick leave if approved by the Department Head. On subsequent occasions, the reduced amount of 66 2/3% will be paid from the first day of absence. (Memo of Agreement, signed 3/28/85)

Item 2 "g"

Amend to read:

Employees hired before July 1, 1979 who elect the optional sick plan under this Section may elect to receive full pay during the periods of disability, but shall be charged one-half day for each day of full pay against the accumulated total provided in paragraph "a"

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of this Section. However, any employee on "Short Term Disability" or Workers' Compensation receiving two-thirds (66 2/3%) of pay will be charged one-third (33 1/3%) of sick leave days in order to receive full pay.

Item 2 "h"

Amend to read:

Employees who request pay for fractional portions of sick days shall be charged one-third (33 1/3%) of a sick leave day if they are out on short-term disability or are receiving Workers' Compensation, each of which pays two-thirds (66 2/3%) of pay.

Portions of "occasional" or "bank" days lost because of illness will cause employees to be charged one-half sick leave day for sick pay of one-half day or less and one full sick leave day for sick pay of more than one-half day if they request full days pay.

4. Revise Section V C

Item #1 - Death in the Family

Amend "a" to read:

In the event of death of a spouse, child, stepchild, mother, stepmother, father, or stepfather, up to five (5) working days shall be granted as funeral leave.

Amend "c" to read:

One day leave shall be granted for the funeral of first aunts or uncles, nieces or nephews of the employee or his/her spouse.

5. Revise Section VIII - Personal Days

A. After six months of continuous service (125 days worked with the City of Danbury beginning with the date of employment), all employees shall be entitled to one (1) personal day per year.

B. Additional personal days of leave may be earned by permanent employees for perfect attendance. Perfect attendance for the purposes of this Section shall mean no time taken for tardiness, sick leave, unauthorized leave or authorized leave without pay. The criteria for earning and using such personal days shall be:

1. All permanent employees who have perfect attendance as recorded on the weekly payroll time sheets for the first 13 weeks of FY 1986-1987 shall earn one additional personal day.

29-1

- 2. Thereafter employees shall earn a personal day for each 13 consecutive weeks of perfect attendance as defined herein:
- 3. Such earned personal days shall be limited to four (4) per fiscal year.
- 4. No more than one (1) personal day may be carried over to the next fiscal year.
- 5. Department Heads shall be required to file copies of the weekly payroll sheets and shall certify and submit to the Comptroller's Office the names of employees who have earned personal days.
- C. When requesting the use of a personal day, forty-eight (48) hours advance notice must be given to the Department Head.

6. Revise Section IX - Longevity

Amend to read:

- A. Employees with more than ten (10) years but less than fifteen (15) years of service with the City of Danbury will receive a longevity increment of one hundred dollars (\$100) per year.
- B. Employees with more than fifteen (15) years but less than twenty (20) years of service with the City of Danbury will have a longevity increment of two hundred dollars (\$200) per year.
- C. Employees with twenty (20) years or more of service with the City of Danbury will have a longevity increment of three hundred dollars (\$300) per year.

Payment shall be made on the first payday of December.

7. Revise Section X - Wages

Amend paragraph "E" by adding:

Note: The "Six (6) months of continuous service" shall be interpreted as 125 days worked.

Amend paragraph "f" by adding:

Note: The "six (6) months of continuous service" shall be interpreted as 125 days worked on Step 1 of the salary schedule and another 125 days worked in Step 2 of the salary schedule at which point the employee

shall be at Job Rate.

29-1

Amend paragraph "g" to read:

Employees will be evaluated each year by their immediate supervisors and the appraisal form will be reviewed with the employee by the supervisor and department head where appropriate. Use of the evaluating instrument and the process for implementation will be consistent with established procedures approved by the City and the D.M.E.A. Employees receiving merit increments as of June 30, 1985 shall continue to receive them pending the completion and resolution of paragraph "j".

Delete paragraph "i"

Amend old paragraph "j" (now paragraph "i") to read:

The job classification and performance appraisal referenced in the Memorandum of Agreement (Appendix E) shall be pursued to completion and this Agreement shall be reopened for negotiations limited to the acceptance and implementation of the study.

8. Appendix A - Job Classification

Amend to read:

On following page.

Appendix B - Salary Structure

Amend to read:

On following page.

Appendix C - Salary Structure

Amend to read:

On following page.

Appendix D - Red-Lined Job Rates

Amend to read:

On following page.

9. Revise Section XI - Medical Coverage and Unspecified Benefits

A 5 Amend "Note: Orthodontic work not included" to read:

24-1

Orthodontic work is included with a limit of \$1,000 per person lifetime.

C. Amend to read:

The City of Danbury will continue to pay health and life insurance premiums according to the following terms and conditions for members of the D.M.E.A. who retired after January 1, 1985.

1. Any employee receiving pension benefits upon retiring after twenty (20) or more years of service and any employee 62 years of age or more and receiving pension benefits after fifteen (15) or more years of service shall be entitled to the same paid medical coverage (excluding dental coverage) for himself or herself and for his or her dependents (as defined in the insurance contract) in the amount to which the pensioner was entitled on the last day of his or her employment with the City. Upon the death of the pensioner, the City shall continue to provide the same paid medical coverage to the surviving spouse for as long as he or she receives pension benefits. Upon termination of such pension benefits, the surviving spouse may continue the medical coverage provided for herein at his or her own expense.
2. Any employee receiving pension benefits upon retiring after at least ten (10) years of service shall be entitled to the same paid medical coverage (excluding dental coverage) to which he or she was entitled on the last day of his or her employment with the City. Similar medical coverage for the spouse of the pensioner shall be available during the lifetime of said spouse at his or her own expense.
3. Any employee 65 years of age or more and receiving pension benefits upon retiring after at least five (5) years of service shall be entitled to paid major coverage provided that the pensioner maintains coverage under Medicare A and Medicare B or their equivalent. Similar medical coverage for the spouse of the pensioner shall be available during his or her lifetime at his or her own expense provided that the said spouse maintains coverage under Medicare A and Medicare B or their equivalent.
4. Any employee who receives a pension upon retiring, after the signing of this agreement, shall be entitled to paid term life insurance coverage according to the following schedule:

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Years of Service	Face Value of Police
A minimum of 5 yrs. and less than 10 yrs.	\$2,500.00
A minimum of 10 yrs. and less than 15 yrs.	5,000.00
A minimum of 15 yrs. and less than 20 yrs.	7,500.00
20 or more years	10,000.00

10. Revise Section XVII - Duration and Termination

A. Amend by deleting "1986" and replacing it with "1988."

FOR THE CITY

FOR THE D.M.E.A.

James E. Dyer, Mayor

Martin Post, President

Emanuel A. Merullo
Director of Personnel

Witness

Date

29-1

APPENDIX A

JOB CLASSIFICATION

Job Class	Title	Job Class	Title
1	Clerk-Typist I	11	Secty/Bookkeeper-Library Personal Property Clerk Field Person(Assessor's Office) Community Services Librarian Librarian I
2		12	Health and Housing Inspector Acct. Clerk III Environmental Inspector Fair Housing Officer
3		13	Reference Lib., Adult Acct. Clerk III(Payroll) Computer Operator Senior Field Person(Assessor's Office) Water Inspector
4	Clerk-Typist II Switchboard Operator	14	Junior Buyer Sanitarian Engineering Asst. IV Engineering Asst. V
5	Acct. Clerk I Asst. Registrar Vital Statistics	15	Child Librarian Adult Services Librarian Technical Services Librarian
6	Acct. Clerk II Cashier Children's Programmer	16	Asst. Tax Collector Asst. Assessor Plumbing & Heating Inspector Electrical Inspector Asst. Zoning Officer Associate Planner Buyer Senior Housing Inspector
7	Custodian Data Entry Clerk Secretary Asst. Town Clerk Collection Correspondent Purchasing Clerk	17	Veteran's Advisor
8	Library Technical Asst. I Planning Secretary Engineering Asst. I Senior Citizens Program Coordinator Acct. Clerk II - Welfare	18	Asst. Building Inspector Programmer
9	Engineering Asst. II Case Worker Data Processing Clerk Health Services Secretary	19	
10	Police Mech. Helper Real Estate Transfer Clerk Engineering Asst. III Asst. Supv. of Welfare Library Technical Asst. III Head Custodian	20	

APPENDIX B

SALARY STRUCTURE (6%)

Effective July 1, 1986 to June 30, 1987

JOB CLASS	STEP I	STEP II	JOB RATE	FIRST MAXIMUM MERIT INTERVAL	SECOND MAXIMUM MERIT INTERVAL	MAXIMUM MERIT RANGE
1		\$11,754	\$13,060	\$13,452	\$13,856	\$14,272
2		12,185	13,539	13,945	14,364	14,795
3		12,614	14,015	14,436	14,870	15,316
4		13,044	14,493	14,928	15,376	15,837
5		13,618	15,129	15,583	16,051	16,532
6		14,192	15,769	16,241	16,729	17,230
7	\$14,949	15,736	16,565	17,062	17,574	18,101
8	15,669	16,494	17,361	17,881	18,418	18,970
9	16,390	17,249	18,157	18,702	19,262	19,840
10	17,105	18,006	18,954	19,522	20,108	20,711
11	17,822	18,762	19,751	20,344	20,954	21,583
12	18,539	19,519	20,547	21,164	21,799	22,453
13	19,399	20,427	21,502	22,148	22,812	23,497
14	20,125	21,183	22,298	22,967	23,656	24,366
15	21,183	22,298	23,495	24,200	24,926	25,673
16	22,634	23,828	25,085	25,838	26,612	27,411
17	24,433	25,724	27,076	27,888	28,724	29,586
18	25,876	27,236	28,670	29,529	30,416	31,328
19	27,388	28,749	30,261	31,168	32,103	33,067
20	28,749	30,261	31,854	32,810	33,795	34,808

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APPENDIX C

SALARY STRUCTURE (6%)

Effective July 1, 1987 to June 30, 1988

JOB CLASS	STEP I	STEP II	JOB RATE	FIRST MAXIMUM MERIT INTERVAL	SECOND MAXIMUM MERIT INTERVAL	MAXIMUM MERIT RANGE
1		\$12,459	\$13,844	\$14,260	\$14,688	\$15,128
2		12,916	14,351	14,782	15,226	15,683
3		13,371	14,856	15,302	15,762	16,235
4		13,827	15,363	15,824	16,299	16,788
5		14,435	16,037	16,518	17,014	17,524
6		15,044	16,715	17,216	17,733	18,264
7	\$15,846	16,680	17,559	18,085	18,628	19,187
8	16,609	17,484	18,403	18,954	19,523	20,108
9	17,373	18,284	19,246	19,824	20,418	21,030
10	18,131	19,086	20,091	20,693	21,315	21,954
11	18,891	19,888	20,936	21,564	22,211	22,878
12	19,651	20,690	21,780	22,434	23,107	23,800
13	20,563	21,653	22,792	23,477	24,181	24,907
14	21,333	22,454	23,636	24,345	25,075	25,828
15	22,454	23,636	24,905	25,652	26,421	27,214
16	23,992	25,258	26,590	27,388	28,209	29,055
17	25,899	27,267	28,701	29,561	30,447	31,363
18	27,429	28,870	30,390	31,301	32,241	33,208
19	29,032	30,474	32,077	33,038	34,029	35,051
20	30,474	32,077	33,765	34,779	35,823	36,897

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APPENDIX D

RED-LINED JOB RATES

<u>Job Class</u>	<u>Job Title</u>	<u>Effective 7/1/86</u>	<u>Effective 7/1/87</u>
5	Account Clerk I	\$15,257	\$16,172
6	Account Clerk II	16,060	17,024
	Cashier	16,212	17,185
7	Secretary	16,603	17,599
	Custodian	17,049	18,072
8	Library Tech. Asst. I	17,639	18,697
10	Police Mech. Helper	19,023	20,164
	Real Estate Transfer Ck.	19,113	20,260
13	Computer Operator	21,857	23,168
14	Sanitarian	22,412	23,757
18	Programmer	28,787	30,514

029-1 ✓

AGREEMENT

between

THE CITY OF DANBURY, CONNECTICUT

and

THE DANBURY MUNICIPAL EMPLOYEES'
ASSOCIATION, INC.

July 1, 1984 to June 30, 1986

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This Agreement made and entered into this first day of July, 1984, by and between the City of Danbury and The Danbury Municipal Employees' Association, Inc.:

SECTION I - RECOGNITION

The City of Danbury recognizes and acknowledges that the Association, its duly authorized agents, representatives and successors, is the exclusive bargaining agent for the employees in the departments hereinafter referred to in this Agreement between the City of Danbury and The Danbury Municipal Employees' Association, Inc.

SECTION II - ASSOCIATION SECURITY

All members of the classified service of the City of Danbury, who are members of the Association on the effective date of this Agreement, shall remain members of the Association in good standing by the payment of their regular monthly dues on or before the last day of each month as a condition of continued employment. Future full-time employees who are hired or work in the classifications specified herein shall become, and remain, members in good standing by payment of the required regular monthly dues of the Association on the 31st day following the execution of this Agreement or the date of employment, whichever is later, and shall thereafter maintain such good dues standing for the term of this Agreement. Section XIII of this Agreement covers those provisions governing part-time employees subject to this Agreement.

SECTION III - SENIORITY

A. In General

Seniority for employees governed by this Agreement shall be defined as the period of employment with the employer in the work covered by this Agreement. Seniority shall apply at times of layoffs from employment and recalls to active employment. Employees older in line of service shall be given preferential consideration to the work available, provided there is mutual agreement that they are qualified to do the work.

B. Seniority Roster

At the beginning of each contract year, the City shall furnish to the Secretary of the Association a list of its employees covered by this Agreement in order of seniority, together with the employees' current salaries.

SECTION IV - WORKING CONDITIONS

A. Hours of Work

1. Clerical and Administrative Departments

The normal work week shall not be less than thirty-five (35) hours nor more than forty (40) hours per week.

The normal work day shall not be less than seven (7) hours nor more than eight (8) hours per day.

Any exception to the normal work schedule must have the mutual approval of the City and the D.M.E.A.

2. Part-Time Employees

When the services of an employee are not needed on a full time basis, the appointing authority may appoint any employee to serve on an intermittent hourly, daily, weekly or monthly basis.

B. Attendance

No employee in the classified service shall be paid unless he is at work, or, in accordance with the conditions outlined in these rules, is authorized to be absent therefrom. Every employee shall notify his department head or supervisor, whenever possible, of his inability to report for work and the reason for such absence. Continued failure by an employee to conform with the requirements of attendance (such as unauthorized absence or chronic tardiness) shall be reported to the Personnel Department and shall be made part of the employee's service record and he may be subject to disciplinary action by the appointing authority. Each department shall keep daily attendance records of classified and unclassified employees and shall submit reports of attendance to the Personnel Department as required.

C. Overtime

Overtime work shall be defined as the required and authorized performance of work in excess of the established work schedule. Overtime shall be worked only after it has been authorized by the department head and should be compensated by cash in all cases. Compensation for overtime work for all classified employees shall be determined in the following manner:

1. Overtime work performed over the scheduled work week of 35 or 40 hours shall be compensated for by time and one-half.

D. Holidays

The following are official holidays for employees in the

classified service:

New Year's Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day

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Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

-- or the day celebrated as such. Any holiday falling on a Sunday shall be observed on the following Monday, and a holiday falling on a Saturday shall be observed on the preceding Friday.

1. Exceptions:

- a. No emergency or temporary employees shall be granted time off with pay except for those holidays which occur after said employee has completed ninety days of continuous employment just prior to the date of the holiday.
- b. Any part-time employee shall be granted time off with pay if the holiday falls on the day when he would normally have been scheduled to work. The pay he receives shall be for the number of hours he would normally have been scheduled to work.
- c. Employees normally scheduled to work on Saturday and/or Sunday will be paid for any day on which they would normally be scheduled to work, but are deprived from doing so because their department has been closed by executive order. Example: Library workers are scheduled to work Sundays. On Easter Sunday the library is closed. The employees affected will be paid for the day, despite the fact that Easter is not a paid holiday according to contract.

E. Special Time Off

Whenever it appears desirable, in the best interest of the City and its employees, to allow collective absence from duty, the administrative authority may authorize department heads to excuse employees at a stated time, provided that enough employees remain on duty to maintain contact with the public and carry on crucial work. Employees in affected departments who are required to work when other employees are so excused shall be given compensatory time off (at straight time) for this service.

F. City Examinations

Employees shall be allowed time off without loss of pay for the purpose of taking City Merit System examinations at the

appropriate location, provided due notice is given to the department head.

SECTION V - LEAVE REGULATIONS

A. Vacation Leave

All classified employees shall accrue vacation leave for continuous service from the date of initial employment, but they are not credited with or eligible to use such leave until they have completed the probationary period and receive permanent appointment.

NOTE: "Six months continuous service" shall be interpreted throughout this Section as "one hundred twenty-five (125) days worked."

1. Vacation accrual shall be:

- a. One calendar week after six (6) months continuous service.
- b. Two calendar weeks after one (1) year continuous service.
- c. Three calendar weeks after five (5) years continuous service.
- d. Four calendar weeks after eleven (11) years of continuous service.
- e. Five calendar weeks after seventeen (17) years of continuous service.

Vacations shall be taken on a fiscal year basis and qualifying time shall be during the fiscal year (that is, if 6 months service is completed during the fiscal year, then one week may be taken during that period; if one year service is completed during the fiscal year, then two weeks may be taken during that period, etc.)

2. Use Of

Vacation leave shall be discharged during the fiscal year except that an employee may request in writing that the appointing authority grant accumulation of not more than five working days to the next year. Such days must be discharged during the next fiscal year.

3. Application

- a. Vacation leave must be applied for by the employee and is subject to approval by the department head and/or appointing authority. Within each department certain periods of the year may be

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withheld as a non-vacation period. In the case of conflict, department seniority shall be in effect.

- b. Vacation pay shall be paid in advance of vacation where sufficient advance notice of vacation has been given to the employee's department head.

4. Holiday

A holiday occurring during the vacation of any employee shall be recorded as a holiday, and not a day of leave.

5. Termination

When the service of a permanent employee shall be terminated by resignation, death, dismissal, or otherwise, he or his account shall be credited with the amount of pay based on earned leave. Accrued vacation, with the exception of vacation carried over under Subsection 2 above, shall be paid in case of all terminations, except discharge for cause.

6. Pro-rated Vacation

Pro-rated vacation for employees who terminate their employment before the start of a new vacation period shall be:

- a. For employees hired prior to July, 1971, vacation shall be pro-rated from July 1st to the date of termination.
- b. For employees hired after July 1, 1971, vacation shall be pro-rated from anniversary of date of employment to date of termination.

7. Leave of Absence Without Pay

No leave shall accrue for any period in which an employee is on leave of absence without pay.

B. Sick Leave

1. All classified employees hired before July 1, 1979, shall accrue sick leave for continuous service from date of initial employment, but they are not credited with or eligible to use such sick leave until they have completed the probationary period and receive permanent appointment.
 - a. Sick leave shall be fifteen (15) days per year (1 1/4 days per month) and shall accumulate from year to year to a total of one hundred fifteen (115) days. After 115 days have been accumulated, employees shall be paid at their request for any

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additional sick days not taken. Reimbursement for these days shall be at full pay at the rate when the days were earned. The request for payment of the unused sick days must be made not later than the end of the third month of the following fiscal year, otherwise unused sick days will accumulate until retirement or until used for sickness (see paragraph "b" below). Upon retirement any accumulated sick days not taken shall be paid to the employee at their then current rate of pay, provided the employee receives immediate pension benefits. In the case of death of the member before retirement, any accumulated sick days will be paid to his or her spouse or estate at 100% reimbursement at his current rate of pay.

b. If an employee is terminated:

(i) For cause, he shall receive no payment for accrued sick leave.

(ii) By resignation he shall receive no payment for accrued sick leave. However, if the employee is re-employed on a permanent basis within one calendar year from the date of his resignation, he shall be credited with the amount of sick leave accrued to his credit on the effective date of his resignation.

c. Notification

Failure on the part of an employee to notify his department head promptly of his absence due to sickness may be cause for denial of sick leave privilege. A physician's certificate or other satisfactory evidence in support of any request for sick leave with pay covering an absence of more than three consecutive working days will be required at the discretion of the department head.

d. Holiday

A holiday occurring during approved sick leave shall be recorded as a holiday and not as a day of leave, except that this provision shall not apply for leaves taken under paragraph "2.e." of this Section.

e. Leave of Absence Without Pay

No sick leave shall accrue for any period in which an employee is on leave of absence without pay.

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f. Use of Sick Days

Employees who request pay for fractional portions of sick days shall be charged one-half sick leave day for sick pay of one-half day or less and one full sick leave day for sick pay of more than one-half day up to one full day.

2. Employees who are hired after July 1, 1979, and employees who were hired prior to July 1, 1979, but who have expressed their option, prior to June 1, 1979, to be governed by the sick leave program outlined in this subparagraph 2, in lieu of the sick leave provisions contained in subparagraph "1", shall be eligible for the following sick leave benefits:

- a. Employees hired before July 1, 1979, who elected to be covered by these provisions shall have credited to their account on July 1, 1979, the same number of accumulated sick leave days as they were entitled to on June 30, 1979. These days shall not be increased in number in the future but may be used as provided in other paragraphs of this Section.
- b. An occasional leave for sickness or accident (not job related) shall mean any absence for such reason of five or less consecutive work days.
- c. Employees who are unable to work due to illness shall notify their department head or his designee within one (1) hour of their regular starting time.
- d. For employees with more than six (6) months of continuous service, occasional days of absence due to injury or illness shall be paid to a total of ten (10) days of paid absence in any one fiscal year upon the approval of the department head. Any absences in excess of ten paid days shall only be paid if the department head specifically requests and the Mayor approves. Employees hired prior to July 1, 1979, who are governed by this subparagraph 2 and who request pay for fractional portions of sick days shall be charged one-half sick leave day for sick pay of one-half day or less and one full sick leave day for sick pay of more than one-half day up to one full day.
- e. Employees with less than six months of continuous service may be paid for such absences only when the department head specifically requests such payment and the Mayor approves.
- f. An extended leave of absence for sickness or

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injury (not job connected) shall mean any absence for such reasons of more than five consecutive working days.

(i) Short Term Disability. For employees with six months of continuous service, the first five working days of such absence shall be with continuation of normal pay if approved by the department head. If the department head does not approve all or part of the five working days, the employee, at his option, may use all or part of the unused occasional days for the unpaid portion of the five working days or may make use of days accredited to his account provided in paragraph "a" of this Section.

After the first five consecutive working days of absence and continuing up to six months from that date, the employee shall receive sixty-six and two-thirds percent (66 2/3%) of base pay on a regular weekly basis.

(ii) Long Term Disability. For employees with six months continuous service, after six months of absence and up to normal retirement date, the employee shall receive fifty percent (50%) of base pay on a weekly basis inclusive of Social Security, pension and disability benefits from other programs to which the employer contributes. The terms and provisions of the contract of insurance shall govern the employee's eligibility for long-term disability benefits.

g. Employees hired before July 1, 1979, who elect the optional sick plan under this Section may elect to receive full pay during the periods of disability but shall be charged for one-half day for each day of full pay against the accumulated total provided in paragraph "a" of this Section.

(i) Upon retirement or death before retirement, unused accumulated sick days shall be paid in accordance with the provisions of Section V, B.1.a.

h. Employees who request pay for fractional portions of sick days shall be charged one-half sick leave day for sick pay of one-half day or less and one full sick leave day for sick pay of more than one-half day up to one full day.

C. Civil, Emergency and Special Leave

An employee shall be given time off without loss of pay, annual leave or sick leave when:

1. Death in the Family

- a. In the event of death of a spouse, child, mother or father, up to five (5) working days shall be granted as funeral leave.
- b. Up to three working days shall be granted in the event of death of a sister, brother, grandmother, grandfather, grandmother-in-law, grandfather-in-law, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, or any relative who is domiciled in the employee's home.
- c. One day leave shall be granted for the funeral of first aunts or uncles, nieces or nephews.

2. Court Appearances

Summoned to appear as a witness before a court, grand jury or other public body or commission.

3. Emergency Duty

Performing emergency civilian duty in relation to national defense.

4. Examinations

Participating in the City Merit System examination on a regular work day or taking a required examination pertinent to employment for the City.

5. Other Use Of

The appointing authority may authorize time off for a reasonable purpose, such as seminars, lectures and other educational purposes where the City may benefit.

6. Extreme Situations

Unless otherwise directed, each employee is expected to report to work on every scheduled work day. If all or part of a scheduled work day is cancelled by the City due to snow, or in other extreme situations, employees will be compensated unless an employee is on vacation or has called in sick, in which event the employee will be charged with one full sick day or one full vacation day. Employees who make no reasonable attempt to get to work will not receive pay for that day.

7. Official Union Business

No more than four designated union officials shall be permitted reasonable time off from work with pay to attend grievance, negotiating or State Labor Board proceedings conducted at City Hall at which City representatives are in attendance.

D. Military Training Leave

An employee in the classified service, who, by reason of membership in the United States Military, Naval or Air Reserve or in the Connecticut National Guard or Naval Reserve, is required by the appropriate authorities to participate in training activities or in active duty, shall be granted military leave not to exceed fifteen days in any one calendar year, and shall receive for such a period the amount of pay, less any payment received for military service other than expenses, equal to his regular salary. Should the employee be required to participate in such training activities for a period greater than fifteen days, he shall continue to accrue annual and sick leave credits. Such training activities as defined in this Section shall not include weekly drill nights or similar drill periods lasting less than one day or training periods generally of the members of the respective armed services.

E. Leave Without Pay

1. For Five Days or Less

A leave of absence without pay not to exceed five consecutive work days at one time may be granted to any employee when requested in writing and approved by the department head and appointing authority. The maximum cumulative periods of such leave shall not exceed thirty working days in any twelve month period.

2. For Up To One Year

A leave of absence without pay for the protection or improvements of the employee's health, or for other causes considered reasonable and proper by the appointing authority and approved in advance by the department head and Personnel Department, for a period not to exceed one year may be granted to any employee in the classified service.

3. Termination

Leaves of absence without pay shall be terminated if the reasons for which the leaves of absence were granted no longer exist.

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4. Reporting

The department head, the Personnel Department, and/or appointing authority shall report approved leaves of absence in writing to the Civil Service Commission and the employee stating:

- a. The position will be held for the employee pending his reinstatement, or
- b. The position will not be held for the employee and that his reinstatement will depend upon the existence at the termination of the leave of a suitable vacancy for which he is qualified.

5. Reinstatement

When an employee returns at the expiration of a leave of absence, he shall be reinstated with such status as he had prior to the granting of the leave. Except, when a position has not been held and no vacancy exists, the appointing authority shall report to the Civil Service Commission and terminate the services of the employee.

6. Failure to Return

If an employee fails to return at the expiration of a leave of absence, he shall be terminated and no re-employment rights granted.

7. Abolished Position

When a position is held for an employee and is abolished for lack of work, due to economy, insufficient funds or organizational changes, the employee shall be granted re-employment and be placed on a re-employment list.

8. Military Leave

An employee who has left or shall leave a position by reason of entering the Armed Forces of the United States, and who held the position for more than six months to such entrance shall be granted military leave of absence without pay. Such leave of absence shall be deemed to have expired six months after the date of discharge, or if the employee shall re-enlist at his own choice. At the conclusion of such leave, the employee shall be returned to his position or a position within his class. The status of any employee shall continue as if no leave had been granted.

SECTION VI - EMPLOYEE GRIEVANCE

This procedure is established to ensure an equitable resolution of all problems that arise as a result of the employer-employee relationship with the City of Danbury.

A. Purpose

The purpose of the grievance procedure is to provide a means and method of settling employee grievances on as low an administrative level as possible, and thereby achieve maximum efficiency as well as the highest morale.

B. Definitions

A grievance for the purposes of this procedure shall be deemed to be employees' of Danbury Municipal Employees' Association (D.M.E.A.) complaint related to or concerned with the following:

1. Discharge, suspension or other disciplinary action.
2. Charges of discrimination or favoritism.
3. Interpretation and application of rules, regulations and policies of the City.
4. Matters relating to the interpretation and application of the terms and conditions of this Agreement.

C. Time Extensions

Time extensions beyond those set forth in this Article may be agreed upon mutual consent of the parties hereto.

D. Procedure

1. Any employee who deems himself to be aggrieved may avail himself of the grievance procedure with the assistance of the Association.
2. Should an employee process a grievance through any of the steps hereinafter provided without seeking Association aid or assistance, the Association may, at its discretion, process the grievance anew from the first step, or from any of the next succeeding steps following that which the employee has utilized.
3. No grievance settlement made as a result of an individually processed grievance shall contravene the provision of this Agreement.

Step 1. Any employee covered by this Agreement may, with or without the Association or other representation, discuss his grievance with

his immediate supervisor and/or his department head within seven (7) working days of the date of the occurrence giving rise to the grievance.

Step 2. If a satisfactory adjustment is not effected with the employer's representative within five (5) working days, said employee or his representative shall submit the grievance in writing to the Mayor or his designated agent. The Mayor or his agent shall, within ten (10) working days of the receipt of the grievance, submit his decision in writing to the employee and his representative, unless the Mayor's agent and the employee or his representative agree to meet to discuss the grievance. In such event, the Mayor or his agent shall submit his decision in writing within five (5) working days of the meeting if so requested by the employee and his representative.

Step 3. If the grievance shall not have been disposed of to the satisfaction of the aggrieved employee and his representative, or if the Mayor or his agent shall fail to render his decision within the prescribed time, the employee and his representative or the City shall have the right to submit the grievance for final solution to the Connecticut State Board of Mediation and Arbitration within fourteen (14) working days after the date of such decision by the Mayor or within twenty-four (24) working days after the receipt of the grievance by the Mayor or within ten (10) working days after the meeting to discuss the grievance. The decision of the said Board shall be final and binding upon both parties, but shall not contravene or alter the specific terms of this Agreement. Either party shall have recourse to the courts after it has followed the above procedures to the extent such recourse is permitted by law.

E. Failure to Answer

If at any step in the procedure hereinbefore outlined, the City fails to give its decision in the prescribed time, the grievance will automatically proceed to the next step, unless an extension of time required is mutually agreed upon in writing.

F. D.M.E.A. as Complainant

The D.M.E.A. shall have the right to submit grievances in the name of the Association in the same manner as is

provided herein for individual employees of the Association.

G. Representation

Employees and the D.M.E.A. shall have the right and choice of representation whenever representation is desired by either an individual employee or the Association.

H. Recording of Minutes or Testimony

Either party shall have the right to employ a public stenographer and/or use a mechanical recording device at any step in the procedure with the knowledge of the other party.

SECTION VII - DISCHARGE CLAUSE

No employee shall be discharged or otherwise disciplined except for a just cause. Except that the City shall have the right in its sole discretion to discharge any employee during such employee's probationary period.

SECTION VIII - PERSONAL DAY

After six months of continuous service [one hundred twenty-five (125) days worked] from the date of initial employment with the City, all employees shall be entitled to one (1) personal day per year. Forty-eight (48) hours advance notice must be given to the department head.

SECTION IX - LONGEVITY

- A. Employees with more than fifteen (15) years but less than twenty (20) years of service with the City of Danbury will have a longevity increment of one hundred fifty dollars (\$150) per year.
- B. Employees with twenty (20) years or more of service with the City of Danbury will have a longevity increment of two hundred dollars (\$200) per year.

Payment shall be made on the first payday of December.

SECTION X - WAGES

- A. 1. All full time jobs within the bargaining unit have been assigned a job class in accordance with the designations found in "Appendix A - Job Classification." The designations so assigned shall remain for the duration of this Agreement except as provided in Subsection J below.
2. If and when during the course of this Agreement, the City creates new jobs which are to be included in the bargaining unit, then the City shall make a temporary

designation of a job class until such time as the parties meet and agree upon a permanent classification for such newly established job.

3. An employee demoted to a job previously held shall be paid job rate. An employee promoted to a position of higher classification shall be paid a rate at least equal to the rate (including merit increases) received prior to promotion. If Step 1 exceeds the prior rate, employee shall be paid the Step 1 rate and advance pursuant to the contract. If Step 2, but not Step 1, exceeds the prior rate, employee shall be paid the Step 2 rate. If only Job Rate exceeds the prior rate, employee shall be paid Job Rate. If prior rate exceeds both steps and Job Rate, employee shall be paid prior rate.
- B. Effective July 1, 1984, each employee shall have his pay increased in accordance with the value of his job class as listed in "Appendix B - Salary Structure." In no event, however, shall the employee's new rate be less than one hundred and six percent (106%) of the most recent rate enjoyed under the prior contract.
- C. Effective July 1, 1985, each employee shall have his pay increased in accordance with the value of his job class as listed in "Appendix C - Salary Structure." In no event, however, shall the employee's new rate be less than one hundred and six percent (106%) of the rate enjoyed on June 30, 1985.
- D. The rates effective on July 1, 1982 and July 1, 1983 for employees whose rate exceeded job rate when the salary structure was originally created by the agreement executed on December 17, 1980 are shown in "Appendix D - Red-Lined Job Rates."
- E. Employees hired into classified service in a job designated in Job Class 1 through 6 shall be paid at Step 2 of the appropriate salary structure until such time as the employee satisfactorily completes six (6) months of continuous service in such job. Thereafter, the employee shall be paid the job rate of the job.
- F. Employees hired into classified service in a job designated in Job Class 7 through 20, shall be paid at Step 1 of the appropriate salary structure. Upon satisfactory completion of six (6) months of continuous service in Step 1, the employee shall progress to Step 2. Upon satisfactory completion of six (6) months of continuous service in Step 2, the employee shall progress to the job rate.
- G. Employees will be evaluated each year by their immediate supervisors and the appraisal form will be reviewed with the employee by the supervisor and department head where appro-

appropriate. Employees who perform their jobs in an exemplary manner may be paid at a salary in excess of the Job Rate, but in no event more than the Maximum Merit Range rate, provided such a merit adjustment is recommended by the individual's immediate supervisor and department head and approved by the Personnel Director and the Mayor. Merit adjustments may not be made more frequently than once each fiscal year nor may each increase exceed 3% of the employee's base pay. Each year, the City shall budget 1.5% of the total Association payroll to make funds available for such merit adjustments. Merit pay shall continue to be paid so long as the employee continues to perform in an exemplary manner. Questions arising out of the interpretation or application of this paragraph G shall not be subject to the grievance procedure.

NOTE: Implementation of this paragraph is suspended for the fiscal year 1984-1985 pending results of the consultant services and recommendations made by the consultant (See paragraph "J" of this contract.)

- H. With the exception of general salary increases, all salary adjustments shall be effective on the first day of the next pay period following approval of the adjustment.
- I. Employees classified as Clerk-Typists I and who were hired prior to the date of signing of this Agreement shall continue to progress to Clerk-Typist II in accordance with the provisions of the procedure outlined in the Salary Appendix to the contract dated July 1, 1978.
- J. The job classification, performance appraisal, and merit increase programs referenced in this Section shall be the subjects of a study to be performed pursuant to the attached Memorandum of Agreement (Appendix E). In the event the study is completed before June 30, 1986, this Agreement shall be reopened for negotiations limited to the acceptance and implementation of the study.

SECTION XI - MEDICAL COVERAGE AND UNSPECIFIED BENEFITS

- A. The City of Danbury agrees further to continue in force for the duration of this Agreement, all those benefits and privileges previously granted to and enjoyed by the members of this Association, but which have not been mentioned specifically herein, including:
 - 1. Blue Cross, group plan, semi-private coverage.
 - 2. A reasonable and customary surgical plan providing at least the same coverage as the CMS Century 90 plan in effect on July 1, 1979.
 - 3. Major medical health insurance with a \$50 deductible (maximum 2 deductibles per family), 80% payment of

first \$2,000 and 100% in excess of \$2,000 of covered expenses.

4. Effective thirty (30) days after the signing of this contract, life insurance shall be increased for each full time active employee to an amount equal to one times the employee's annual base salary (rounded off the closest \$1,000) in effect on that day, with a minimum coverage of \$10,000. Thereafter, on each July 1st, the employee's life insurance coverage shall be adjusted to reflect the base salary in effect on the first day of each fiscal year.
5. A dental plan provided by Confederation Life Insurance Company.

Deductible \$50 per individual/calendar year
 \$150 per family
 Waived for prevention

Co-insurance 100% Preventive
 80% Routine
 50% Major

Maximum - \$1,000 per calendar year per individual

NOTE: Orthodontic work not included.

- B. The City of Danbury agrees to improve the coverage under Connecticut Blue Cross to include children to the age of twenty-four (24) if still enrolled as a student, or if disabled.
- C. The City of Danbury agrees to pay for the Blue Cross and basic surgical premiums for retirees who retire at the normal retirement age of 65 years and who retired after July 1, 1978.

SECTION XII - PENSION PLAN

The parties agree to meet actively and negotiate in good faith on changes to the present pension plan during the course of the new Agreement. If the parties cannot agree on revisions to the pension plan by December 31, 1983, then any remaining unresolved pension items shall become part of the negotiations leading to a successor agreement.

SECTION XIII - PART-TIME EMPLOYEES

In addition to the holiday benefits provided in Section IV, D.1.b. of this Agreement, part-time employees who work twenty (20) or more hours each week shall be entitled to the following benefits:

- A. An employee may, upon application, participate in the

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medical and surgical insurance plans provided for full time employees in this Agreement provided they pay to the City an amount each month equivalent to the premium costs for such employee.

- B. In lieu of vacation, sick leave or other payments for time not worked, the City agrees to make an Annual Leave Payment on or about September 1st of each fiscal year to employees who qualify in accordance to the following schedule:
1. Employees who have worked twenty or more hours per week and have missed no more than ten (10) working days during the last fiscal year, shall receive one week's pay at their normal weekly rate.
 2. Employees with more than three years of service (anniversary date) who have worked twenty or more hours per week and have missed no more than ten working days during the last fiscal year, shall receive two week's pay at their normal weekly rate.
 3. Employees with more than five years of service (anniversary date) and who have worked twenty or more hours per week and have missed no more than ten working days during the last fiscal year shall receive three week's pay at their normal weekly rate.
 4. The following wage adjustments shall be made to employees on the payroll on the date of signing of this Agreement:
 - a. Effective January 1, 1985, an increase of 6% to each employee's hourly rate which shall be inclusive of any increases received as a result of minimum wage adjustments effective on that date.
 - b. Effective January 1, 1986, an increase of 6% to each employee's hourly rate which shall be inclusive of any minimum wage adjustments made during the second year of this contract.
- C. If the merit pay program is resumed in fiscal year 1985/1986, part-time employees who are members of the D.M.E.A. shall be considered participants in the merit pay program.

SECTION XIV - PROVISIONAL TEMPORARY EMPLOYEES

A. Definition:

Provisional Temporary Employees are full time employees who are provisionally appointed to a position pending examination by the Civil Service Commission.

B. Salary:

Upon date of provisional appointment, they shall be paid at Step 1 of the salary or wage schedule of the job classification to which they are appointed; thereafter, they shall be eligible for all progression step salary or wage increases applicable to the job classification.

In the event of permanent appointment to the same job classification without a break in service, they shall receive progression step salary or wage increases in accordance with their date of provisional appointment.

C. Benefits:

Upon completion of both ninety (90) calendar days and sixty-five (65) working days, they shall become eligible for all fringe benefits to which a permanent employee in the same job classification is entitled, except pension.

In the event of permanent appointment, they shall become eligible for pension benefits as of the date of permanent appointment.

SECTION XV - ASSIGNMENTS TO HIGHER PAYING JOBS

- A. Employees who are temporarily assigned to perform the full range of responsibilities of a higher paid job as a result of vacancies resulting from either illness or permanent job opening, shall be paid the higher rate of the job so assigned for all time worked in excess of ten consecutive work days.
- B. The employee so assigned shall be paid at Step 1 of the higher paying job, unless that rate is not higher than his regular rate, in which case the employee shall be paid at Step 2 of the higher paying job. If Step 2 is not higher than the employee's regular rate, he shall be paid at Job Rate. If Job Rate is not higher than his regular rate, he shall be paid the next maximum merit interval which exceeds his regular rate.

SECTION XVI - JURY SERVICE

The City will pay an employee who is called for jury service, for each day of such service, the difference between the employee's straight time earnings and the amount received for jury service. The employee will present proof of service and the amount of pay received.

This section will not apply where an employee voluntarily seeks jury service.

SECTION XVII - DURATION AND TERMINATION

29-1

- A. This Agreement shall be effective on the date of signing hereof, except as specifically provided otherwise herein, and except as provided in Section X, Paragraph J, shall remain in effect until the 30th day of June, 1986, and shall automatically renew itself thereafter for successive one year terms unless either party shall give notice to the other party at least one hundred and fifty days prior to such expiration date of a desire to amend or terminate this Agreement.
- B. The City retains all rights it had (as stated in the working conditions) prior to the signing of this Agreement, except as such rights are specifically relinquished or abridged by this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed this _____ day of _____, 1984.

CITY OF DANBURY

DANBURY MUNICIPAL EMPLOYEES'
ASSOCIATION, INC.

Mayor

President

Witness

Witness

24-1

APPENDIX A

JOB CLASSIFICATION

	Job Class	Title		Job Class	Title
1	Clerk-Typist I		11	Secty/Bookkeeper-Library	
2				Personal Property Clerk	
3				Field Person(Assessor's Office)	
				Community Services Librarian	
				Librarian I	
4	Clerk-Typist II		12	Health and Housing Inspector	
	Switchboard Operator			Acct. Clerk III	
				Environmental Inspector	
5	Acct. Clerk I		13	Reference Lib., Adult	
	Asst. Registrar Vital			Acct. Clerk III(Payroll)	
	Statistics			Computer Operator	
6	Acct. Clerk II			Senior Field Person(Assessor's	
	Cashier			Office)	
	Children's Programmer			Water Inspector	
7	Custodian		14	Junior Buyer	
	Data Entry Clerk			Sanitarian	
	Secretary			Engineering Asst. IV	
	Asst. Town Clerk			Engineering Asst. V	
	Collection Correspondent		15	Child Librarian	
	Purchasing Clerk			Adult Services Librarian	
8	Library Technical Asst. I			Technical Services Librarian	
	Planning Secretary		16	Asst. Tax Collector	
	Engineering Asst. I			Asst. Assessor	
	Senior Citizens Program			Plumbing & Heating Inspector	
	Coordinator			Electrical Inspector	
	Acct. Clerk II - Welfare			Asst. Zoning Officer	
9	Engineering Asst. II			Associate Planner	
	Case Worker			Buyer	
	Data Processing Clerk		17	Veteran's Advisor	
	Health Services Secretary				
10	Police Mech. Helper		18	Asst. Building Inspector	
	Real Estate Transfer Clerk			Programmer	
	Engineering Asst. III		19		
	Asst. Supv. of Welfare				
	Library Technical Asst. III		20		
	Head Custodian				

29-1

APPENDIX B

SALARY STRUCTURE (6%)

Effective July 1, 1984 to June 30, 1985

JOB CLASS	STEP I	STEP II	JOB RATE	FIRST MAXIMUM MERIT INTERVAL	SECOND MAXIMUM MERIT INTERVAL	MAXIMUM MERIT RANGE
1		\$10,461	\$11,624	\$11,973	\$12,332	\$12,700
2		10,844	12,050	12,412	12,784	13,160
3		11,226	12,474	12,848	13,233	13,630
4		11,609	12,899	13,286	13,685	14,090
5		12,120	13,465	13,869	14,285	14,710
6		12,631	14,034	14,455	14,889	15,330
7	\$13,305	14,005	14,742	15,184	15,640	16,100
8	13,945	14,679	15,451	15,915	16,392	16,880
9	14,587	15,352	16,159	16,644	17,143	17,650
10	15,224	16,025	16,869	17,375	17,896	18,430
11	15,861	16,698	17,578	18,105	18,648	19,200
12	16,500	17,372	18,287	18,836	19,401	19,980
13	17,265	18,180	19,137	19,711	20,302	20,910
14	17,911	18,853	19,845	20,440	21,053	21,680
15	18,853	19,845	20,910	21,537	22,183	22,840
16	20,144	21,207	22,325	22,995	23,685	24,390
17	21,745	22,894	24,097	24,820	25,565	26,330
18	23,029	24,240	25,516	26,281	27,069	27,880
19	24,375	25,587	26,932	27,740	28,572	29,420
20	25,587	26,932	28,350	29,201	30,077	30,970

APPENDIX C

SALARY STRUCTURE (6%)

Effective July 1, 1985 to June 30, 1986

JOB CLASS	STEP I	STEP II	JOB RATE	FIRST MAXIMUM MERIT INTERVAL	SECOND MAXIMUM MERIT INTERVAL	MAXIMUM MERIT RANGE
1		\$11,089	\$12,321	\$12,691	\$13,072	\$13,460
2		11,495	12,773	13,156	13,551	13,950
3		11,900	13,222	13,619	14,028	14,440
4		12,306	13,673	14,083	14,506	14,940
5		12,847	14,273	14,701	15,142	15,590
6		13,389	14,876	15,322	15,782	16,250
7	\$14,103	14,845	15,627	16,096	16,579	17,070
8	14,782	15,560	16,378	16,869	17,375	17,890
9	15,462	16,273	17,129	17,643	18,172	18,710
10	16,137	16,987	17,881	18,417	18,970	19,530
11	16,813	17,700	18,633	19,192	19,768	20,360
12	17,490	18,414	19,384	19,966	20,565	21,180
13	18,301	19,271	20,285	20,894	21,521	22,160
14	18,986	19,984	21,036	21,667	22,317	22,980
15	19,984	21,036	22,165	22,830	23,515	24,220
16	21,353	22,479	23,665	24,375	25,106	25,850
17	23,050	24,268	25,543	26,309	27,098	27,910
18	24,411	25,694	27,047	27,858	28,694	29,550
19	25,838	27,122	28,548	29,404	30,286	31,190
20	27,122	28,548	30,051	30,953	31,882	32,830

24-1

APPENDIX D

RED-LINED JOB RATES

Job Class	Job Title	Effective 7/1/84	Effective 7/1/85
5	Account Clerk I	\$13,578	\$14,393
6	Account Clerk II Cashier	14,293 14,428	15,151 15,294
7	Secretary Custodian	14,776 15,174	15,663 16,084
8	Planning Secretary Library Tech. Asst. I	15,793 15,699	16,741 16,641
10	Police Mech. Helper Real Estate Transfer Ck.	16,930 17,010	17,946 18,031
13	Computer Operator	19,453	20,620
14	Sanitarian	19,946	21,143
15	Adult Services Librarian	21,351	22,632
18	Programmer	25,621	27,158

29-1

APPENDIX E

MEMORANDUM OF AGREEMENT

STUDY OF JOB CLASSIFICATION, PERFORMANCE APPRAISAL, AND MERIT
INCREASE PROGRAMS

During negotiations for the collective bargaining agreement between the City of Danbury and the Danbury Municipal Employees' Association for the period July 1, 1982 through June 30, 1984, both parties agreed that there is a need to re-evaluate the job classifications listed in the contract and methods of performance appraisal and merit increase review.

Toward that end, it is agreed that within sixty (60) days of the signing of the agreement, a committee will be established consisting of three (3) members of City management appointed by the Mayor and three (3) members of the D.M.E.A. appointed by the Union. With respect to the job classification study, the committee shall cause a review of all current job descriptions, shall determine factors by which jobs will be evaluated and shall then evaluate the jobs. The committee shall also make recommendations concerning the structure and conduct of performance appraisals and merit increase recommendations.

The committee may utilize the services of an outside consultant appointed by the committee. The expense of such consultant shall be shared equally by the City and the Union.

The committee shall attempt to complete the tasks described above no later than March 1, 1984. In the event the work of the committee is completed before that date, the collective bargaining agreement may be re-opened at the request of either party for the purpose of discussing these subjects.

IN WITNESS WHEREOF, the parties hereto cause this instrument to be executed and signed by their mutually authorized officers or representatives on this 22nd day of August, 1983.

CITY OF DANBURY

[Handwritten signature]

DANBURY MUNICIPAL EMPLOYEES' ASSOCIATION, INC.

[Handwritten signature]
[Handwritten signature]

291

MEMORANDUM OF AGREEMENT
Flexible Scheduling of Working Hours

Flexible scheduling of working hours for City employees can be a valuable management technique in the improvement of services. On the other hand, such practices do present problems of control and accountability. For both the employee and the City there are inherent dangers. Approval to use a flex schedule, therefore, shall be given only in exceptional cases.

The City and the D.M.E.A. agree that the Mayor may approve the use of flexible scheduling under the following conditions:

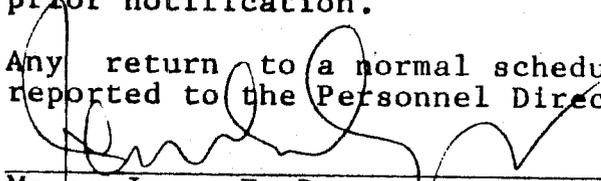
1. The request must be made by the Department Head.
2. The employee(s) involved accept the change voluntarily.
3. Implementation will improve the services of the department.
4. The work week is not less than thirty-five (35) hours nor more than forty (40) hours per week.

The following procedure is to be used when requesting flex time:

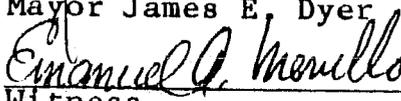
1. The Department Head shall initiate the request in writing addressed to the Director of Personnel.
2. The request should include the proposed flex time schedule for each employee involved, a detailed explanation of the purpose and the date of implementation.
3. The Personnel Director will review the request and make a recommendation to the Mayor.
4. The Mayor will approve or deny the request and notify the Personnel Director of his action.
5. The Personnel Director will notify appropriate departments.

If an employee accepts the flex schedule he/she may return to the normal schedule if the Department Head is given ten (10) days prior notification.

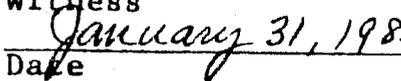
Any return to a normal schedule from a flex schedule must be reported to the Personnel Director.



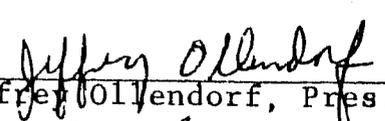
Mayor James E. Dyer



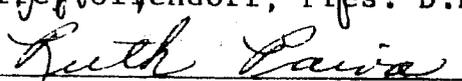
Witness



Date



Jeffrey Olivendorf, Pres. D.M.E.A.



Witness

MEMORANDUM OF AGREEMENT

BETWEEN

THE CITY OF DANBURY

AND

THE DANBURY MUNICIPAL EMPLOYEES' ASSOCIATION

The City of Danbury and the D.M.E.A. agree that sick leave provisions of the current contract need to be more clearly defined. There are three classifications of sick leave days:

"Occasional Sick Leave" is defined as any absence because of sickness or accident (not job related) of five or less consecutive work days.

"Short Term Disability" leave is defined as any absence because of sickness or accident (not job related) of more than five consecutive days, but not more than six months.

"Long Term Disability" leave is defined as any absence because of sickness or accident (not job related) of more than six months.

To prevent potential abuse of the "Short Term Disability" provisions of the contract, the parties agree to the following interpretation:

If during a fiscal year an employee is absent on short term disability (more than 5 consecutive days but less than 6 months) two or more times during the fiscal year, he/she shall receive continuous pay for the first five (5) days of the first short term disability leave time only. For the balance of days of this first leave, pay will be at the rate of 66 2/3%.

For subsequent occasions of short term disability in the same fiscal year, pay will be at the rate of 66 2/3% from the first day of absence.

Unused "Occasional Days" may be used by the employee to achieve normal pay for the balance of the first five days of the short term disability leave not approved for payment by the department head.

Unused "occasional Days" may also be used by the employee to supplement the 66 2/3% of normal pay to which he/she is entitled after the first five days of normal pay. For each 33 1/3% of normal pay, the employee will be charged one half of an unused occasional day. Basis for this use is contained in paragraph "h" on page 11 of the current contract.

CITY OF DANBURY

D.M.E.A.

James E. Dyer
Mayor James E. Dyer

Jeffrey Ollendorf
Jeffrey Ollendorf, President

Guanella A. Merullo
Witness

Beth Davis
Witness

March 28, 1985
Date

3/28/85

291

MEMORANDUM OF AGREEMENT

At a special meeting of the Danbury Common Council on September 24, 1984, amendments to Chapter 14 of the Code of Ordinances of the City of Danbury were unanimously adopted. These amendments effected the General Employees' Pension Plan.

Consistent with these amendments, the Danbury Municipal Employees' Association and the City of Danbury herein agree to amend paragraph "C" of Section XI - Medical Coverage and Unspecified Benefits of the current contract between the City and the D.M.E.A. to read:

"The City of Danbury agrees to pay for the Blue Cross and basic surgical premiums for retirees who retire on or after July 1, 1978 at the normal retirement age of 65 years or who retire on or after January 1, 1984 before the normal retirement age of 65 years, but the sum of his or her age and the number of years service is equal to eighty-five (85)."

FOR THE CITY

James E. Dyer, Mayor

FOR THE D.M.E.A.

Jeffrey Ollendorf, President

Witness

Witness

October 18, 1984

Date

10-23-84 Copy sent to:
John Edwards original
Jeff Ollendorf - 2 originals
Emilyn Bowley
Lee Jettichack
Tom Parkson
Betty Lyke

12-10-84
Robert Agnew
Robert Wamboldt 12-22-84

19-1

MEMORANDUM OF AGREEMENT

between

The City of Danbury and the Danbury Municipal Employees' Association

Section X - Wages

Paragraph "C" - Amend to read:

Employees will be evaluated each year by their immediate supervisors and the appraisal form will be reviewed with the employee by the supervisor and department head where appropriate. Use of the evaluating instrument and the process for implementation will be consistent with established procedures approved by the City and the D.M.E.A.

Section XI - Medical Coverage and Unspecified Benefits

Paragraph "C" - Amend to read:

Effective the first day of the month following the signing of this agreement, the City of Danbury will continue to pay health and life insurance premiums according to the following terms and conditions for members of the D.M.E.A. who retired after January 1, 1985.

1. Any employee receiving pension benefits upon retiring after twenty (20) or more years of service and any employee 62 years of age or more and receiving pension benefits after fifteen (15) or more years of service shall be entitled to the same paid medical coverage (excluding dental coverage) for himself or herself and for his or her dependents (as defined in the insurance contract) in the amount to which the pensioner was entitled on the last day of his or her employment with the City. Upon the death of the pensioner, the City shall continue to provide the same paid medical coverage to the surviving spouse for as long as he or she receives pension benefits. Upon termination of such pension benefits, the surviving spouse may continue the medical coverage provided for herein at his or her own expense.
2. Any employee receiving pension benefits upon retiring after at least ten (10) years of service shall be entitled to the same paid medical coverage (excluding dental coverage) to which he or she was entitled on the last day of his or her employment with the City. Similar medical coverage for the spouse of the pensioner shall be available during the lifetime of said spouse at his or her own expense.

29-1

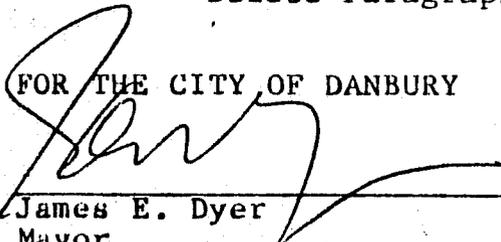
- 3. Any employee 65 years of age or more and receiving pension benefits upon retiring after at least five (5) years of service shall be entitled to paid major medical coverage provided that the pensioner maintains coverage under Medicare A and Medicare B or their equivalent. Similar medical coverage for the spouse of the pensioner shall be available during his or her lifetime at his or her own expense provided that the said spouse maintains coverage under Medicare A and Medicare B or their equivalent.
- 4. An employee who receives a pension upon retiring, after the signing of this agreement, shall be entitled to paid term life insurance coverage according to the following schedule:

Years of Service	Face Value of Policy
A minimum of 5 yrs. and less than 10 yrs.	\$2,500.00
A minimum of 10 yrs. and less than 15 yrs.	5,000.00
A minimum of 15 yrs. and less than 20 yrs.	7,500.00
20 or more years	10,000.00

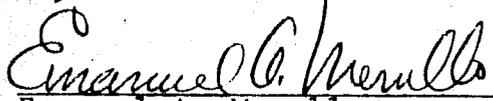
Section XIII - Part-Time Employees

Delete Paragraph "C".

FOR THE CITY OF DANBURY

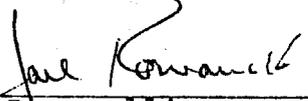


 James E. Dyer
 Mayor

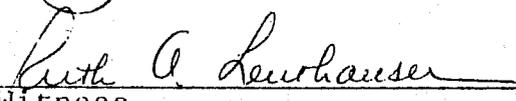


 Emanuel A. Merullo
 Director of Personnel

FOR THE D.M.E.A.



 Joel Romanelli
 Acting President, D.M.E.A.



 Keith A. Leubauer
 Witness

October 15, 1985

 Date



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

DEPARTMENT
OF FINANCE

August 1, 1986

TO: Common Council via Mayor James E. Dyer Certification #4

FROM: Dominic A. Setaro, Jr.

We hereby certify the availability of \$158,407.20 to be transferred from the Contingency Account to the attached listed accounts to cover the cost of the D.M.E.A. contract.

Balance of Contingency Account	\$960,000.00
Less pending request	20,000.00
Less this request	158,407.20
	<hr/>
	\$781,592.80

A handwritten signature in cursive script, reading "Dominic A. Setaro, Jr.", is written over a horizontal line.

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

DAS/af
Attachment

24-1

Comptroller's Office	02-01-141-010100	\$ 8,054.70
Data Processing	02-01-142-010100	6,109.98
Assessor's Office	02-01-145-010100	8,786.01
Tax Department	02-01-147-010100	9,632.64
Purchasing Department	02-01-148-010100	4,475.82
Town Clerk	02-01-161-010100	5,589.36
Planning Department	02-01-180-010100	7,263.66
Civil Service	02-01-183-010100	937.62
Personnel Director	02-01-185-010100	997.32
Public Buildings	02-01-222-010100	1,750.18
City Hall Building	02-01-224-010100	3,915.30
Library Building	02-01-225-010100	2,547.48
Police Station Building	02-01-226-010100	2,400.00
Police Department	02-02-100-010100	5,350.68
Fire Department	02-02-110-010100	2,715.12
Building Department	02-02-122-010100	9,534.30
Civil Preparedness	02-02-134-010100	987.54
Director Public Works	02-03-109-010100	844.98
Engineering Department	02-03-130-010100	6,260.40
Health Department	02-04-101-010100	12,975.36
Welfare Department	02-05-100-010100	5,516.58
Veterans Advisory	02-05-160-010100	1,532.58
Commission on Aging	02-05-167-010100	2,394.60
Library	02-07-101-010100	23,179.73
Parks & Recreation	02-08-130-010100	1,026.96
Insurance Department	02-09-160-010100	1,807.92
Airport	02-13-001-010100	820.38
Employee Service Benefits	09-122-071003	<u>21,000.00</u>
	TOTAL	\$158,407.20



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

PROGRESS REPORT

August 5, 1986

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

Re: Trees on Barnum Road.

The committee has received the section of the State Statutes pertaining to tree removal from the Tree Warden. A letter has been sent to Engineering requesting that the line be marked to indicate ownership of the trees. This has been done and the trees have been found to be on City Land.

The trees have been posted for pruning and this should be accomplished within the next week unless there is an appeal. The neighbor whose house is shielded by the trees hopes that they will not have to be completely removed and has offered to assist in the placement of a mirror across the street from the Lipsi driveway to help with the vision problem.

Following the pruning of the trees the committee will meet on site to review the situation again. Although progress on this matter has been slow, it is the desire of the committee to avoid any unnecessary litigation and to treat the parties involved fairly.

If any Council Member wishes to discuss the progress of this matter with the Tree Warden, he has offered to do so and is usually in his office between 3:00 & 4:00 P.M.

Respectfully submitted

Philip N. Hadley, Chairman

Stephen Flanagan

Mounir Farah



32

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

August 5, 1986

REPORT

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

Re: Request of Kenneth Lorentz to purchase property of 46 Hakim Street Extension.

The Common Council committee appointed to review the above request met on July 24, 1986. Committee members M. Farah, S. Flanagan and D. Sollose were present. Also attending was Mr. K. Lorentz.

Mr. Lorentz explained to the committee the reasons for his request. However, since the Planning Commission had not acted on the same request, Mr. Sollose moved that the committee postpone any decision until it hears from the said Commission. Mr. Flanagan seconded the motion which passed unanimously.

Respectfully submitted

Chairman

Mounir Farah

Stephen Flanagan

D. Sollose

mr



33 ✓

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

August 5, 1986

REPORT

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

Re: Request of Brady Travel Center to purchase property at White Street and National Place.

The Common Council committee appointed to review the above request met on July 24, 1986. Committee members M. Farah, S. Flanagan and D. Sollose were present. Also present was Mr. Joseph Brady of the Travel Center.

Since the lot which is requested by Brady Travel is part of the Downtown Redevelopment Project and because the Planning Commission had rejected the request, the committee recommended to Mr. Brady to contact Mr. Sullivan of the Downtown Redevelopment to explore with him the possibilities of incorporation a travel center into future phases of the Redevelopment.

Mr. Flanagan moved to deny the request, seconded by Mr. Sollose. The motion passed unanimously.

Respectfully submitted

Mounir Farah

Chairman

Stephen Flanagan

Donald Sollose

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

ATTORNEYS AT LAW

26 WEST STREET

POST OFFICE BOX 650

DANBURY, CONNECTICUT 06813-0650

(203) 743-2721

NEW MILFORD OFFICE
46 MAIN STREET
NEW MILFORD, CONNECTICUT 06776
(203) 355-1181

RIDGEFIELD OFFICE
401 MAIN STREET
RIDGEFIELD, CONNECTICUT 06877
(203) 438-3726

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THOMAS W. VAN LENTEN
HUGH A. BURRELL
ROBERT J. WOLFE
JOHN M. DILLMAN
WILLIAM S. STEELE, JR.
JEFFREY B. SIENKIEWICZ
TED D. BACKER**

JAMES H. MALONEY
MICHAEL S. MCKENNA
ALFRED P. FORINO

34

PLEASE REPLY TO: Danbury

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

August 4, 1986

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

Re: Petition of Union Carbide Corporation for Abandonment
of a Portion of Serre Road

Dear Council Members:

In regard to the above petition, please find enclosed herewith a print of a map prepared by C. James Osborne, Jr., R.L.S. dated July 23, 1986 showing the portion of Serre Road which is the subject matter of the above petition. I also enclose herewith a legal description of the portion of Serre Road proposed to be abandoned.

If the Council decides to act favorably upon this petition, would you kindly incorporate into your resolution a reference to the enclosed map and legal description.

Very Cordially Yours,

Bobby S. Payne

Bobby S. Payne

BSP:dTr
Encs.

34

SERRE ROAD -- 1.095 ACRES

All that certain piece of property located in the City of Danbury, County of Fairfield, State of Connecticut, and bounded and described as follows:

BEGINNING AT A POINT ON THE EASTERLY EDGE OF SERRE ROAD MARKING THE NORTHWEST CORNER OF PROPERTY OF N/F FREDERICK G. & JOAN D. BARBARIE AND ONE OF THE SOUTHWEST CORNERS OF PROPERTY OF N/F RALPH J. GALLAGHER.

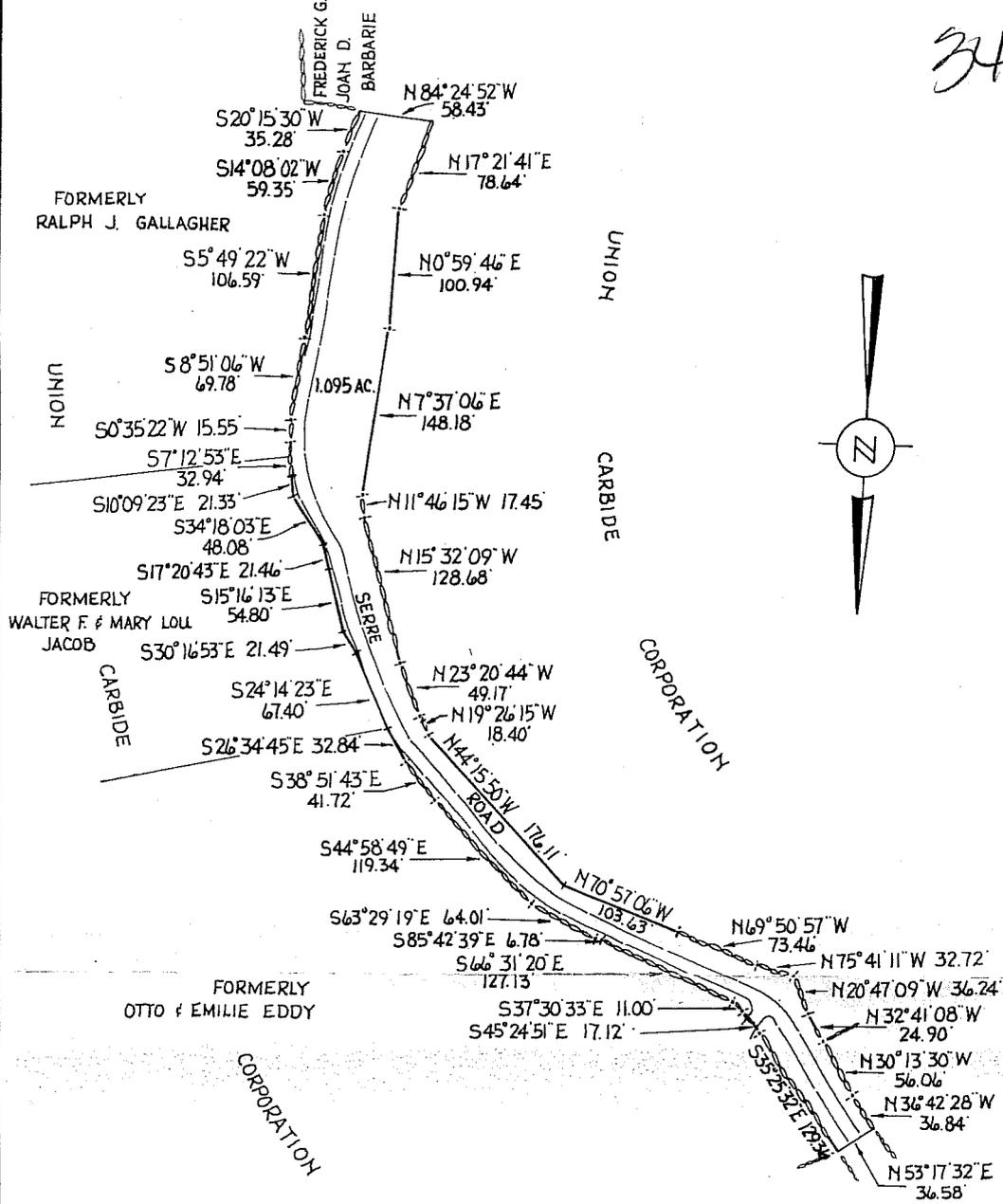
THENCE RUNNING IN A WESTERLY DIRECTION ACROSS SAID ROAD N 84° 24' 52" W, 58.43' TO A POINT. THENCE TURNING AGAIN AND RUNNING IN A NORTHERLY DIRECTION, STILL ALONG SAID ROAD, N 17° 21' 41" E, 78.64'; N 00° 59' 46" E, 100.94'; N 07° 37' 06" E, 148.18'; N 11° 46' 15" W, 17.45'; N 15° 32' 09" W, 128.68'; N 23° 20' 44" W, 49.17'; N 19° 26' 15" W, 18.40'; N 44° 15' 50" W, 176.11; N 70° 57' 06" W, 103.63'; N 69° 50' 57" W, 73.46'; N 75° 41' 11" W, 32.72'; N 20° 47' 09" W, 36.24'; N 32° 41' 08" W, 24.90'; N 30° 13' 30" W, 56.06'; N 36° 42' 28" W, 36.84' TO A POINT.

THENCE TURNING AGAIN AND RUNNING ACROSS SAID ROAD IN AN EASTERLY DIRECTION N 53° 17' 32" E, 36.58' TO A POINT MARKING THE NORTHWEST CORNER OF PROPERTY OF N/F OTTO & EMILIE EDDY. THENCE TURNING AND RUNNING IN A SOUTHERLY DIRECTION ALONG SAID ROAD S 35° 25' 32" E, 129.36'; S 45° 24' 51" E, 17.12'; S 37° 30' 33" E, 11.00'; S 66° 31' 20" E, 127.13'; S 85° 42' 39" E, 6.78'; S 63° 29' 19" E, 64.01'; S 44° 58' 49" E, 119.34'; S 38° 51' 43" E, 41.72' AND S 26° 34' 45" E, 32.84' TO A POINT MARKING THE SOUTHWEST CORNER OF PROPERTY OF SAID EDDY AND THE NORTHWEST CORNER OF PROPERTY OF N/F WALTER F. & MARY LOU JACOB.

THENCE STILL MOVING IN A SOUTHERLY DIRECTION S 24° 14' 23" E, 67.40'; S 30° 16' 53" E, 21.49'; S 15° 16' 13" E, 54.80'; S 17° 20' 43" E, 21.46'; S 34° 18' 03" E, 48.08'; S 10° 09' 23" E, 21.33'; S 07° 12' 53" E, 32.94' CROSSING INTO PROPERTY OWNED BY N/F RALPH J. GALLAGHER AND LEAVING PROPERTY OF N/F SAID JACOB. THENCE S 00° 35' 22" W, 15.55'; S 08° 51' 06" W, 69.78'; S 05° 49' 22" W, 106.59'; S 14° 08' 02" W, 59.35' AND S 20° 15' 30" W, 35.28' TO THE POINT OR PLACE OF BEGINNING.

CONTAINING 1.095 ACRES

34



MAP SHOWING
 PORTION OF SERRE ROAD
 PREPARED FOR
 UNION CARBIDE CORPORATION
 CITY OF DANBURY, COUNTY OF FAIRFIELD
 STATE OF CONNECTICUT
 SCALE 1" = 100' JULY 23, 1986

CLASS A-2 SURVEY CERTIFIED SUBSTANTIALLY
 CORRECT AND IN ACCORDANCE WITH THE CODE OF
 RECOMMENDED PRACTICE FOR STANDARDS OF
 ACCURACY OF SURVEYS AND MAPS APPROVED
 BY THE STATE BOARD OF REGISTRATION FOR
 PROFESSIONAL ENGINEERS & LAND SURVEYORS.

C. James Osborne, Jr.
 C. JAMES OSBORNE, JR.
 C. JAMES OSBORNE, JR., R.L.S., P.C.
 NEW MILFORD, CONNECTICUT





34 ✓

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

August 5, 1986

REPORT

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

Re: Request of Union Carbide Corporation for the City to abandon
a portion of Serre Road.

The Common Council committee appointed to review the above request met on July 24, 1986. Committee members present were M. Farah, S. Flanagan and D. Sollose. Also attending were Mr. Ron Baumann of Union Carbide and Attorney Bobby Payne.

Mr. Payne made a presentation explaining Union Carbide's reasons for the request. In a letter, the City's Public Works Director indicated that the City has not been maintaining the portion of the road in question. Furthermore, the Planning Commission had approved the request.

After discussion, Mr. Sollose moved to recommend the approval of the request, seconded by Mr. Flanagan and passed unanimously.

Respectfully submitted

Chairman

M. Farah

S. Flanagan

D. Sollose



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

AUG 5 1986

A. D., 1986

RESOLVED by the Common Council of the City of Danbury:

34

THAT:

WHEREAS, the Union Carbide Corporation has requested that the Common Council of the City of Danbury discontinue a portion of an old highway, commonly known as Serre Road; and

WHEREAS, said portion of Serre Road has not been used by the public as a roadway for many years; and

WHEREAS, the discontinuance of said Serre Road is in the best interest of the City of Danbury;

NOW, THEREFORE, BE IT RESOLVED THAT a portion of Serre Road as described in the attached Exhibit A and shown on the map attached hereto as Exhibit B be and hereby is discontinued.



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

PLANNING & ZONING DEPARTMENT

(203) 797-4525

TO: Mayor James E. Dyer, and
Members of the Common Council

FROM: Jerry Juretus, Assistant Planning Director

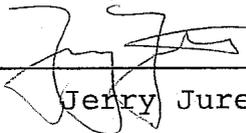
RE: Thorpe Street Bridge and
East Franklin Street Bridge

DATE: June 24, 1986

The City has filed applications, under the provisions of the Local Bridge Program (P.A. 84-254), for funding a portion of the costs for the reconstruction of bridges on Thorpe Street and East Franklin Street. In May of this year the State issued a commitment to fund both projects. Before any further action can be taken with the application, Council hearings and approval would be required.

Section 12.B. of P.A. 84-254 requires the legislative body of the municipality to hold at least one (1) public hearing on a eligible bridge project prior to any vote on its approval or disapproval and any authorization of financing.

I am requesting that Council hold hearings and take action on each bridge project. Attached are suggested resolutions.



Jerry Juretus



CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

August 5, 1986

REPORT

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

The Common Council held a public hearing concerning the East Franklin Street Bridge, on July 29, 1986 at 7:30 P.M. in the Council Chambers in City Hall.

Following the public hearings, the Council met as a committee of the whole and unanimously recommends that the Common Council adopt the Resolution as read.

Respectfully submitted

Constance McManus
Constance McManus

Common Council President

CM/mr



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

August 5, 1986

REPORT

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

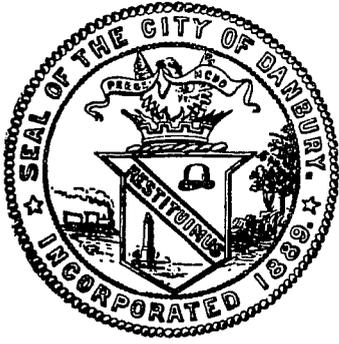
The Common Council held a public hearing concerning the East Franklin Street Bridge, on July 29, 1986 at 7:30 P.M. in the Council Chambers in City Hall.

Following the public hearings, the Council met as a committee of the whole and unanimously recommends that the Common Council adopt the Resolution as read.

Respectfully submitted

Constance McManus
Common Council President

CM/mr



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

AUG 5 1986

A. D., 19

RESOLVED by the Common Council of the City of Danbury:

25

WHEREAS, the East Franklin Street Bridge is in need of reconstruction;
and

WHEREAS, the total cost of such reconstruction is \$483,550; and

WHEREAS, the eligible grant percentage is 29.9% equating to a State
Project Grant of \$144,581; and

WHEREAS, the local match in the amount of \$338,969 is available
through bond authorization adopted by the Common Council on August 25, 1983,
approved by Mayor James E. Dyer on August 26, 1983 and approved at referendum
on November 8, 1983;

NOW, THEREFORE, BE IT RESOLVED THAT Mayor James E. Dyer be and hereby
is authorized to make application and contract for said funds and to take
any additional steps necessary to accomplish the purposes hereof.



30

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

August 5, 1986

REPORT

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

Re: Resolution - Thorpe St. Bridge.

The Common Council held a public hearing concerning the above Resolution, on July 29, 1986 at 7:30 P.M. in the Council Chambers in City Hall.

Following the public hearings the Council met as a committee of the whole and unanimously recommends that the Common Council adopt the Resolution as submitted.

Respectfully submitted

Constance McManus

Constance McManus
Common Council President

CM/mr



36

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

August 5, 1986

REPORT

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

Re: Resolution - Thorpe St. Bridge.

The Common Council held a public hearing concerning the above Resolution, on July 29, 1986 at 7:30 P.M. in the Council Chambers in City Hall.

Following the public hearings the Council met as a committee of the whole and unanimously recommends that the Common Council adopt the Resolution as submitted.

Respectfully submitted

Constance McManus
Common Council President

CM/mr



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

AUG 5 1986

A. D., 19

RESOLVED by the Common Council of the City of Danbury:

36

WHEREAS, the Thorpe Street Bridge is in need of reconstruction; and

WHEREAS, the total cost of such reconstruction is \$275,400; and

WHEREAS, the eligible grant percentage is 29.9% equating to a State Project Grant of \$82,344; and

WHEREAS, the local match in the amount of \$193,056 is available through bond authorization adopted by the Common Council on August 25, 1983, approved by Mayor James E. Dyer on August 26, 1983 and approved at referendum on November 8, 1983;

NOW, THEREFORE, BE IT RESOLVED THAT Mayor James E. Dyer be and hereby is authorized to make application and contract for said funds and to take any additional steps necessary to accomplish the purposes hereof.



CITY OF DANBURY

OFFICE OF THE CITY CLERK

37

ELIZABETH CRUDGINTON
CITY CLERK

DANBURY, CONN. 06810

August 15, 1986

To Commissioner:

Please find enclosed the list of eligible programs approved by the Common Council of the City of Danbury on August 5, 1986 in accordance with the Connecticut Neighborhood Assistance Act.

Attest

Elizabeth Crudginton
Elizabeth Crudginton
City Clerk

Dated at Danbury, Connecticut this 15th day of August, 1986



37

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

August 5, 1986

REPORT

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

Re: Connecticut Neighborhood Assistance Act.

The Common Council held a public hearing concerning the above Resolution on July 29, 1986 at 7:30 P.M. in the Council Chambers in City Hall.

Following the public hearing, the Council met as a committee of the whole and unanimously recommends that the Common Council adopt the Resolution as submitted.

Respectfully submitted

Constance McManus

Constance McManus
Common Council President

CM/mr



37

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

August 5, 1986

REPORT

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

Re: Connecticut Neighborhood Assistance Act.

The Common Council held a public hearing concerning the above Resolution on July 29, 1986 at 7:30 P.M. in the Council Chambers in City Hall.

Following the public hearing, the Council met as a committee of the whole and unanimously recommends that the Common Council adopt the Resolution as submitted.

Respectfully submitted

Constance McManus
Common Council President

CM/mr



STATE OF CONNECTICUT

DEPARTMENT OF REVENUE SERVICES

37

June 6, 1986

CONNECTICUT NEIGHBORHOOD ASSISTANCE ACT

Public Act 86-269 provides for the following changes to the Neighborhood Assistance Act Program:

1. A post-project audit must be conducted for any program receiving \$25,000 or more in contributions. The report must be submitted to the municipality for verification, and, once verified, is then submitted to the Commissioner of Revenue Services;
2. A business firm is limited to \$75,000 in tax credit per business year (previously, the limit was \$100,000);
3. Tax credits will only be granted on individual contributions of \$250 or more;
4. The aggregate amount of tax credits allowed to all business firms under the Act in any year shall not exceed \$3 million (increased from \$2 million in 1985);
5. A business firm no longer has to increase its prior year's total contributions by the amount of Neighborhood Assistance Act tax credit it wishes to receive, rather, a business must maintain its prior year's level of charitable giving should it wish to receive a tax credit under the program;
6. An organization, whether it submits one or more programs, is limited to \$300,000 in contributions in the aggregate for any fiscal year; and
7. The Act now provides for two levels of tax credit - 50% and 60%. Those programs that formerly qualified for either the thirty percent or fifty percent levels are now at the 50% level. Any program which once qualified at the seventy percent level will now be at 60%.

This Act became effective June 2, 1986, which is the day the Governor signed the bill. These changes are applicable for businesses' income years beginning on or after January 1, 1986.

Please contact either Susan Broderick at 566-3849 or Victoria Dirienzo at 566-7074 should you have any questions.

NINETY-TWO FARMINGTON AVE. • HARTFORD, CONNECTICUT 06105

AN EQUAL OPPORTUNITY EMPLOYER

CONNECTICUT NEIGHBORHOOD ASSISTANCE ACT PROPOSALS

37

	<u>Funds Required</u>
Assoc. of Religious Communities Inc. (Housing Advocacy Program)	\$2,000
Interlude Inc. - (Halfway House)	2,870.
Mid-Fairfield Council of Camp Fire Inc.	5,000
Women's Center of Greater Danbury -Battered Women services --	30,000
" " " " -Safety Camp	16,650
" " " " -Women's Resource Service	7,745
Danbury Regional Commission on Child Care, Rights, & Abuse Inc.	1,894.
Interfaith Social Action Corp. (Day Care Center)	10,000.
Clothing Plus Bank (33 Osborne St.)	5,000.
Danbury Youth Services Inc. (Big Brothers & Sisters)	3,000.
Family Life Center Of Newtown, Inc. Counseling Program	57,700.
Literacy Volunteers of Greater Danbury (Tutoring in Reading)	43,830.
Conn. Traumatic Brain Injury Assoc. (Satellite Support Group	500.
Volunteer Bureau of Greater Danbury	11,000

Applications on file in the Office of the City Clerk

CONNECTICUT NEIGHBORHOOD ASSISTANCE ACT PROPOSALS

37

	<u>Funds Required</u>
Assoc. of Religious Communities Inc. (Housing Advocacy Program)	\$2,000
Interlude Inc. - (Halfway House)	2,870.
Mid-Fairfield Council of Camp Fire Inc.	5,000
Women's Center of Greater Danbury -Battered Women services --	30,000
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Danbury Regional Commission on Child Care, Rights, & Abuse Inc.	1,894.
Interfaith Social Action Corp. (Day Care Center)	10,000.
Clothing Plus Bank (33 Osborne St.)	5,000.
Danbury Youth Services Inc. (Big Brothers & Sisters)	3,000.
Family Life Center Of Newtown, Inc. Counseling Program	57,700.
Literacy Volunteers of Greater Danbury (Tutoring in Reading)	43,830.
Conn. Traumatic Brain Injury Assoc. (Satellite Support Group	500.
Volunteer Bureau of Greater Danbury	11,000

Applications on file in the Office of the City Clerk

CONNECTICUT NEIGHBORHOOD ASSISTANCE ACT PROPOSALS

37

	Funds Required
Assoc. of Religious Communities Inc. (Housing Advocacy Program)	\$2,000
Interlude Inc. - (Halfway House)	2,870.
Mid-Fairfield Council of Camp Fire Inc.	5,000
Women's Center of Greater Danbury -Battered Women services --	30,000
" " " " -Safety Camp	16,650
" " " " -Women's Resource Service	7,745
Danbury Regional Commission on Child Care, Rights, & Abuse Inc.	1,894.4
Interfaith Social Action Corp. (Day Care Center)	10,000.
Clothing Plus Bank (33 Osborne St.)	5,000.
Danbury Youth Services Inc. (Big Brothers & Sisters)	3,000.
Family Life Center Of Newtown, Inc. Counseling Program	57,700.0
Literacy Volunteers of Greater Danbury (Tutoring in Reading)	43,830.
Conn. Traumatic Brain Injury Assoc. (Satellite Support Group	500.0
Volunteer Bureau of Greater Danbury	11,000.

Applications on file in the Office of the City Clerk



STATE OF CONNECTICUT

DEPARTMENT OF REVENUE SERVICES

37

GUIDELINES FOR CT NEIGHBORHOOD ASSISTANCE ACT

Before August 31

The organization must send an application of its program to a local government for approval. The application must include:

- the amount of money needed,
- the time period the project would cover,
- a description of the project,
- the population to be served.

The local government must hold a public hearing and approve all the requested programs prior to submission to the State Department of Revenue Services (DRS).

September 1

Deadline for the local government to submit its list of approved programs to the DRS.

October 1

Deadline for the DRS to review each project and compile and publish a list of accepted municipal programs. Published booklets are made available to businesses statewide.

Business participation begins.

December 1

Deadline for businesses to file letters of intent to sponsor a program with the DRS. The letter must indicate the following:

- organization & program to be sponsored,
- amount to be contributed,
- town under which the program is included.

*Although the deadline is December 1, credits are granted as the letters are received.

The DRS then refers the business proposal to the program's implementing agency for the organization's approval/disapproval. The organization has 30 days from when the DRS first notified them to give their approval/disapproval and refer the information back to the DRS.

The DRS has 60 days from the implementing agency's notification to the DRS of its approval of the business' intended contribution to grant final approval/disapproval, and notify the business accordingly.



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

August 5, 1986

REPORT

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

Re: Ordinance - Regional Resource Recovery Authority.

The Common Council held a public hearing concerning the above Ordinance on July 29, 1986 at 7:30 P.M. in the Council Chambers in City Hall.

Following the Public hearings the Council met as a committee of the whole and unanimously recommends that the Common Council adopt the Ordinance as read.

Respectfully submitted

Constance McManus

Constance McManus
Common Council President

CM/mr



38 ✓

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

August 5, 1986

REPORT

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

Re: Ordinance - Regional Resource Recovery Authority.

The Common Council held a public hearing concerning the above Ordinance on July 29, 1986 at 7:30 P.M. in the Council Chambers in City Hall.

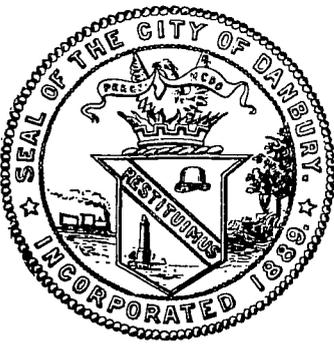
Following the Public hearings the Council met as a committee of the whole and unanimously recommends that the Common Council adopt the Ordinance as read.

Respectfully submitted

Constance McManus
Common Council President

CM/mr

38



ORDINANCE
CITY OF DANBURY, STATE OF CONNECTICUT
COMMON COUNCIL

August 5, 1986

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

WHEREAS, prevailing solid waste disposal practices in the region could potentially result in unnecessary environmental damage, waste valuable land and other resources, and constitute a continuing hazard to the health and welfare of the citizens thereof, and present technology permits the conversion of residential and commercial solid waste into commercially valuable resources including steam and electricity, in an environmentally sound manner; and

WHEREAS, the City of Danbury has entered into discussions with the Towns of Bethel, Bridgewater, Brookfield, New Fairfield, New Milford, Newtown, Redding and Ridgefield regarding a regional solution to residential and commercial solid waste management and disposal, and will pursue such discussions with other cities and towns as may seek to cooperate for such purposes with the City and the aforementioned towns; and

WHEREAS, Chapter 103b, Sections 7-273aa to 7-273oo of the Connecticut General Statutes, as amended by the provisions of Public Act No. 85-478, provide for the creation and authorization of Regional Resources Recovery Authorities by the enactment by municipalities of concurrent ordinances; and

WHEREAS, it is in the best interest of the City of Danbury to cooperate with one or more of the Towns of Bethel, Bridgewater, Brookfield, New Fairfield, New Milford, Newtown, Redding and Ridgefield to create a Regional Resources Recovery Authority to provide a regional solution to the problems of residential and commercial solid waste management and disposal; and

WHEREAS, it is in the best interest of the City of Danbury that said Regional Resources Recovery Authority have the powers contained in Section 7-273bb of the Connecticut General Statutes as amended by Public Act 85-478;

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

1. The provisions of Chapter 103b, Sections 7-273aa to 7-273oo, as amended by the provisions of Public Act 85-478, are hereby adopted.
2. A public body politic and corporate of the State, to be known as the "Housatonic Regional Resources Recovery Authority" (hereinafter referred to as the "Authority"), constituting a political subdivision of the State of Connecticut established and created for the performance of an essential public and governmental function is hereby created for the purposes, charged with the duties and granted the powers as provided.

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ORDINANCE
CITY OF DANBURY, STATE OF CONNECTICUT
COMMON COUNCIL

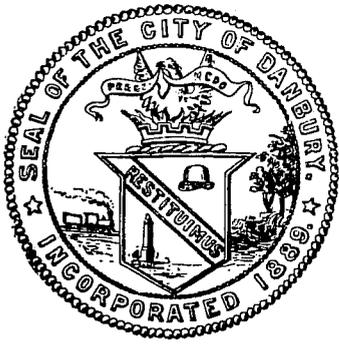
Be it ordained by the Common Council of the City of Danbury:

in Chapter 103b, Sections 7-273aa to 7-273oo of the Connecticut General Statutes, as amended by Public Act 85-478, and Chapters 446d and 446e of the Connecticut General Statutes, as amended, which Authority is hereby designated as the Regional Resources Recovery Authority for the City of Danbury. The Authority shall be the Regional Resources Recovery Authority for the City of Danbury and for such other member municipalities as shall by ordinance concurrent herewith adopt the provisions of Chapter 103b of the Connecticut General Statutes, as amended, create the Authority and designate the Authority as their Regional Resources Recovery Authority, and such other municipalities as shall by ordinance and upon such terms and conditions as the Authority may determine, hereafter become member municipalities of the Authority.

3. The Authority is established and created for the purpose of providing solid waste management and disposal services within the region of the Authority, which shall be the region within the jurisdiction of all of the member municipalities of the Authority, and which purpose includes providing for the disposal of residential and commercial solid waste, the financing, construction and operation of one or more solid waste disposal facilities for such purpose, and the delivery of solid waste thereto, including facilities for incineration of solid waste and production of steam, electricity and other by-products for sale to public utilities and others.
4. The membership of the Authority shall consist of one member from each member municipality of the Authority. Each such member, including each of the first members of the Authority, shall be appointed in the manner set forth in the concurrent ordinance adopted by each member municipality. Members shall serve for terms of three (3) years, except that the first members of the Authority shall serve terms commencing July 1, 1986 and terminating as follows:

- Bethel, June 30, 1987;
- Bridgewater, June 30, 1988;
- Brookfield, June 30, 1989;
- Danbury, June 30, 1987;
- New Fairfield, June 30, 1988;
- New Milford, June 30, 1989;
- Newtown, June 30, 1987;
- Redding, June 30, 1988;
- Ridgefield, June 30, 1989;

38



ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT

COMMON COUNCIL

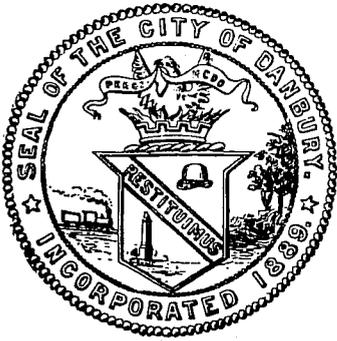
Be it ordained by the Common Council of the City of Danbury:

Provided, however, that members shall continue to serve until their successors are appointed and have qualified. In no event shall the terms of more than one half of the members expire simultaneously. If because of the addition or reduction of the number of member municipalities, the terms of more than one half of the members would expire simultaneously, then the terms of a sufficient number of members shall be automatically extended for a period of one year. Said extensions shall be based upon the alphabetical order of the member municipalities.

Each member municipality may appoint one alternate member of the Authority who shall act in the event of the disability or absence for any other reason of the member of the municipality. Said alternate member shall only have a voice and vote at Authority meetings if the member from said municipality is absent from the meeting.

5. The Mayor of the City of Danbury shall appoint and the Common Council shall confirm the Danbury member and alternate to the Authority. The Mayor shall fill any vacancy which occurs and may remove said member or alternate for cause. No person shall be eligible for appointment as a Danbury member or alternate to the Authority unless at the time of his or her appointment he or she is an elector of the City. Any such person who ceases to be an elector of the City shall thereupon cease to hold said office.
6. The Authority shall operate with one hundred voting units which shall be assigned to member municipalities in proportion to each municipality's share of the total population of all members of the Authority as determined by the latest decennial federal census of population. There shall be no fractional votes and each municipality shall have a minimum of one vote. The distribution of voting units among members shall be recomputed following each decennial federal census and upon the withdrawal or termination of any member municipality or the admission of a new member municipality. All actions by the Authority shall require the affirmative vote of at least fifty-one percent of the total voting units present and voting at a duly called meeting of the Authority at which a quorum is present.

Members of the Authority holding a majority of the voting units shall constitute a quorum, provided that no quorum shall be deemed to exist unless at least fifty percent of the members of the Authority shall be present and voting.



38

ORDINANCE
CITY OF DANBURY, STATE OF CONNECTICUT
COMMON COUNCIL

August 5, 1986

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

7. Members of the Authority shall serve without compensation but shall be reimbursed for their necessary expenses.
8. Member municipalities may withdraw from the Authority only after agreeing, in writing, to comply with the terms and conditions contained in any contracts between such municipality and the Authority, or the holders of any bonds of the Authority. No such withdrawal shall relieve such municipality of any liability, responsibility or obligation incurred by it as a member of the Authority or as a user of any of the Authority's projects.
9. The ordinance shall be deemed to be concurrent with such ordinances as shall be enacted by the Towns of Bethel, Bridgewater, Brookfield, New Fairfield, New Milford, Newtown, Redding and Ridgefield which ordinances are not inconsistent in any material respect with the provisions of this ordinance. Said ordinance shall be deemed concurrent even though said ordinances are not adopted simultaneously by said municipalities and even though one or more of said municipalities shall fail to adopt said ordinance.
10. This ordinance shall become effective thirty (30) days after its publication in accordance with the provisions of Section 3-10 of the Danbury Municipal Charter.

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 -- August 5, 1986
Approved by Mayor James E. Dyer - August 6, 1986.

Attest:

Elizabeth Crudginton
Elizabeth Crudginton
City Clerk

LEGAL NOTICE

35, 36, 37, 38

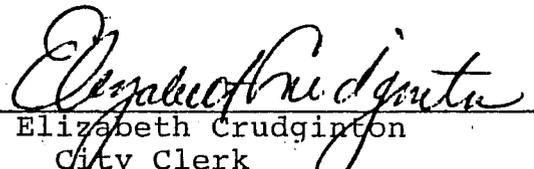
Notice is hereby given that the Common Council of the City of Danbury will hold public hearings at which parties in interest and citizens shall have an opportunity to be heard in relation to the following:

1. Resolution: Reconstruction of the East Franklin Street Bridge.
2. Resolution: Reconstruction of the Thorpe Street Bridge.
3. Connecticut Neighborhood Assistance Act.
4. Ordinance: Regional Resource Recovery Authority.

Copies of the above are on file in the Office of the City Clerk for public inspection.

Said Public Hearings will be held on the 29th day of July, 1986 commencing at 7:30 O'Clock P.M. in the Council Chambers at City Hall, 155 Deer Hill Avenue, Danbury, Connecticut.

Attest:


Elizabeth Crudginton
City Clerk

Publish - July 18, 1986.

NOTICE

Members of the Common Council will meet as a committee of the whole in room #432 in City Hall, following the above Public Hearings, to discuss all of the above items.

cc: City & Town Clerks
Common Council Members
City Engineer
Director of Public Works
D. Setaro, Comptroller
Corporation Counsel
Mayor Dyer



39

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

August 5, 1986

REPORT

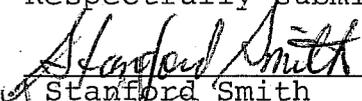
Honorable Mayor James E. Dyer
Honorable Members of the Common Council

The Common Council committee appointed to view the ^{request from} Americo Vespucci Lodge, met three times, April 24, 1986, June 19, 1986 and July 24, 1986. Attending were Councilman S. Smith Chairman, N. Zotos, J. Esposito, and Public Works Director Basil Friscia. J. Esposito was unable to attend the July 24th meeting.

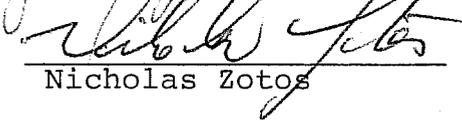
On June 19th, 1986, a motion was made by Councilman Zotos and seconded by Councilman Esposito for maintenance, repair and snow removal, pending legal answer from Ass't Corporation Counsel E. Gottschalk. Mr. Gottschalk said the City is responsible for the land.

The committee met on July 24, 1986 to ratify the motion to accept the responsibility to repair Vespucci Drive and for snow removal. Ratification carried.

Respectfully submitted


Stanford Smith Chairman


John Esposito


Nicholas Zotos



391

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

August 5, 1986

REPORT

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

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Respectfully submitted

Stanford Smith Chairman

John Esposito

Nicholas Zotos



CITY OF DANBURY

29

THEODORE H. GOLDSTEIN
CORPORATION COUNSEL

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

ERIC L. GOTTSCHALK
SANDRA V. LEHENY
LAWRENCE M. RIEFBERG

JAMES E. DYER, MAYOR

PLEASE REPLY TO:

ASSISTANT CORPORATION
COUNSEL

DANBURY, CT 06810

July 30, 1986

Councilman Stanford Smith
Common Council, City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut

Re: Vespucci Drive

Dear Councilman Smith:

Please be advised that the City of Danbury bears responsibility, as does any other property owner, for damages which may result from conditions on its land which it either creates or permits to exist after reasonable notice of the presence of the condition.

While this responsibility may be shared to a greater or lesser degree by one who has a right to pass over or use the land, depending on the extent and nature of the use, in this case I am advised that Vespucci Drive serves not only the Americo Vespucci Lodge, but also the public in general. Under such circumstances the City is best protected by maintaining its property in a safe and passable condition.

Sincerely yours,

Eric L. Gottschalk
Assistant Corporation Counsel

ELG:cr



39

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

PLEASE REPLY TO:

DANBURY, CT 06810

July 30, 1986

THEODORE H. GOLDSTEIN
CORPORATION COUNSEL

ERIC L. GOTTSCHALK
SANDRA V. LEHENY
LAWRENCE M. RIEFBERG

ASSISTANT CORPORATION
COUNSEL

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Sincerely yours,

A handwritten signature in cursive script, appearing to read "Eric L. Gottschalk".

Eric L. Gottschalk
Assistant Corporation Counsel

ELG:cr



40 ✓

CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

LEONARD G. SEDNEY
Planning Director

JAMES E. DYER, MAYOR

PLANNING DEPARTMENT
797-4525

TO: Mayor James E. Dyer, and
Members of the Common Council

FROM: Leonard G. Sedney, Planning Director

RE: Tarrywile Lake Road

DATE: July 28, 1986

The proposed extension of Tarrywile Lake Road was referred to the City Engineer and myself at the July Council meeting. The points of contention are the grade and width of the road. Section 17-24 of the Code of Ordinances limits maximum grades to ten percent (10%). Section 17-24 also requires a paved surface of twenty-six (26) feet. The Code of Ordinances does not permit the Common Council, or any Board or Commission, to waive these standards.

The property owner has submitted plans with a twelve percent (12%) road grade and a width of less than twenty-six (26) feet. The City Engineer and I have no objection to a twelve percent (12%) road grade, but the Code prevents this grade from being approved. The ordinance would have to be amended.

The City Engineer and I feel that twenty-six (26) feet is a reasonable standard and should remain. The applicant has a fifty (50) foot right-of-way and can provide twenty-six (26) feet, although the number of lots may need to be reduced due to the steep slopes.

Therefore, it is our recommendation that the applicant provide twenty-six (26) feet of pavement and petition the Common Council to amend the Code of Ordinances to permit a maximum grade of twelve percent (12%).


Leonard G. Sedney



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CITY OF DANBURY

OFFICE OF THE CITY CLERK

ELIZABETH CRUDGINTON
CITY CLERK

DANBURY, CONN. 06810

August 5, 1986

REPORT

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

Re: Household Hazardous Waste Days.

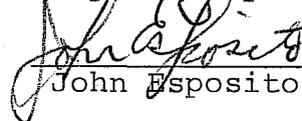
The Common Council committee appointed to review the request for funds for a Household Hazardous Waste Day program, met on July 15th at 7:30 P.M. in City Hall.

Attending were committee members Councilmen Esposito, and Rotello. Councilman Gallo was unable to attend. Also attending were Jack Kozuchowski from the Danbury Health Department and D. Setaro, Director of Finance for the City.

Mr. Kozuchowski stated that current plans are to hold a Household Hazardous Waste Day in early October. The concept of the collection day was approved by the Council at the February Council Meeting. The cost was estimated to be approximately \$50,000. Also that a State Grant is available for a maximum of Fifty percent State reimbursement.

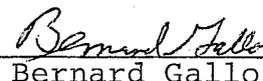
Councilman Rotello moved to recommend that the committee approve the funding of \$40,000 and the approval of permission to apply for a State Grant requesting 50% reimbursement of the necessary funds, pending certification from the Office of the Director of Finance. Motion carried.

Respectfully submitted


John Esposito

Chairman

Louis Rotello


Bernard Gallo



41

CITY OF DANBURY

OFFICE OF THE CITY CLERK

ELIZABETH CRUDGINTON

CITY CLERK

DANBURY, CONN. 06810

August 5, 1986

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Honorable Members of the Common Council

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Mr. Kozuchowski stated that current plans are to hold a Household Hazardous Waste Day in early October. The concept of the collection day was approved by the Council at the February Council Meeting. The cost was estimated to be approximately \$50,000. Also that a State Grant is available for a maximum of Fifty percent State reimbursement.

Councilman Rotello moved to recommend that the committee approve the funding of \$40,000 and the approval of permission to apply for a State Grant requesting 50% reimbursement of the necessary funds, pending certification from the Office of the Director of Finance. Motion carried.

Respectfully submitted

Chairman

John Esposito

Louis Rotello

Bernard Gallo



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

DEPARTMENT
OF FINANCE

July 28, 1986

TO: Common Council via Certification #3
Mayor James E. Dyer.

FROM: Dominic A. Setaro, Jr.

We hereby certify the availability of \$20,000.00 to be transferred from the Contingency Account to the Health Department's Professional Service Fees Account #02-04-101-020100.

We will also amend its budget by an additional \$20,000.00 along with the General Fund's revenue account to reflect the State's reimbursement of 50%.

If the State runs out of funds, we will need to reappropriate the State's share at a later date.

Balance of Contingency Account	\$960,000.00
Less this request	20,000.00
	<u>\$940,000.00</u>

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

DAS/af



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

August 5, 1986

REPORT

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

Re: Request from Redevelopment Agency to purchase the Jackson-Hanson property on Main St.

The Common Council committee appointed to review the above request met on July 8, 1986 at 7:30 P.M. and again on July 17, 1986 at 8:00 P.M. Also present were Len Sedney Acting Director of the Redevelopment Agency and Neil Marcus representing Nancy Jackson who is part owner of the lease on the property.

At the July 8th meeting, Atty. Marcus indicated the willingness of his clients to negotiate an easement on behalf of the City through the property but stated that actual negotiations could not begin until the site of the needed easement was indicated. The committee requested Len Sedney to determine the exact location of the needed easement.

On July 17th, Mr. Sedney reported that Sidney Rapp could not survey the property until the demolition was completed and the safety of his personnel assured. However, Mr. Sedney indicated on a drawing of the property, the approximate location of the easement. The committee requested that Mr. Sedney forward the information to Atty. Marcus and notify the committee of any response.

The committee respectfully requests an extension of time and will meet again when Len Sedney has more information.

Respectfully submitted

Constance McManus
Constance McManus, Chairperson

Bernard Gallo
Bernard Gallo

John Esposito
John Esposito

Robert Godfrey

Joseph DaSilva
Joseph DaSilva

Edward J. Torian



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

August 5, 1986

REPORT

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

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Bernard Gallo

John Esposito

Robert Godfrey

Joseph DaSilva



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

August 5, 1986

REPORT & ORDINANCE

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

Re: Sewer Permit Fees.

The Common Council committee appointed to review the sewer permit fees met on June 10, 1986 at 7:30 P.M., again on June 30th at 7:00 P.M. Also in attendance at the meetings were Public Works Director Basil Friscia, Superintendent of Public Utilities William Buckley, Assistant Corporation Counsel Eric Gottschalk and Comptroller Dominic Setaro.

Atty. Gottschalk was requested by the committee to rewrite the Ordinance in order to assure that those homeowners who are required to pay a sewer assessment would not be required to pay an additional permit fee. The committee unanimously voted to recommend that the amended Ordinance be deferred to public hearing.

Respectfully submitted

Constance McManus
Constance McManus, Chairperson

Bernard Gallo
Bernard Gallo

John Esposito
John Esposito



44

CITY OF DANBURY

OFFICE OF THE CITY CLERK

ELIZABETH CRUDGINTON
CITY CLERK

DANBURY, CONN. 06810

PROGRESS REPORT

August 5, 1986

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

Re: Improvements to Bear Mountain Road.

The Common Council committee appointed to review the above request met on July 14, 1986 at 7:30 P.M. in room 432 at City Hall.

In attendance were Councilmen Sollose and Torian with Councilman Gallo having a previous engagement. Also attending was J. Schweitzer, City Engineer and Basia Friscia, Director of Public Works.

The Chairman explained briefly, the conditions of Bear Mountain Road and the problems it has caused among the residents in the area.

1. A portion of the road needs widening to allow school buses, trucks and oversize vehicles to pass. (Eight school buses travel this road each day).
2. Installation of Catch Basins to prevent water run-off which causes ice conditions in the Winter.

J. Schweitzer submitted a preliminary cost estimate of the entire project and the committee raised several questions pertaining to the scope of the estimate.

After several discussions, Mr. Schweitzer agreed to come up with an adjustable cost-estimate for further review by the committee.

Councilman Torian moved to request extension of time, pending the City Engineer's revised estimate. The motion was seconded by Councilman Sollose and passed unanimously.

Respectfully submitted

Donald Sollose
Donald Sollose - Chairman

Edward Torian
Edward Torian

Bernard Gallo
Bernard Gallo



CITY OF DANBURY

OFFICE OF THE CITY CLERK

44

ELIZABETH CRUDGINTON
CITY CLERK

DANBURY, CONN. 06810

PROGRESS REPORT

August 5, 1986

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Honorable Members of the Common Council

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Respectfully submitted

Donald Sollose - Chairman

Edward Torian

Bernard Gallo

REPORT

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

August 5, 1986

Subject: Request of Emilio Plante to extend water to 13 Belmont Circle

The Sewer & Water Extension/^{Ad Hoc} Committee of the Common Council has met and reviewed the above petition with the City Engineer and has also reviewed a recommendation for approval from the Planning Commission.

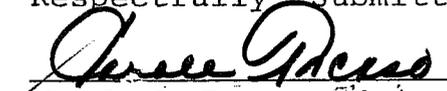
It is the recommendation of this committee that the petition be granted with the following conditions and restrictions:

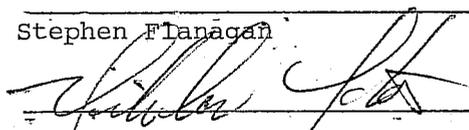
1. The petitioner shall bear all costs relative to the installation of said water line.
2. The petitioner shall submit as-built drawings of this extension, prepared by a licensed Connecticut Land Surveyor, for approval by the City Engineer.
3. Detailed Engineering Plans and Specifications are to be approved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

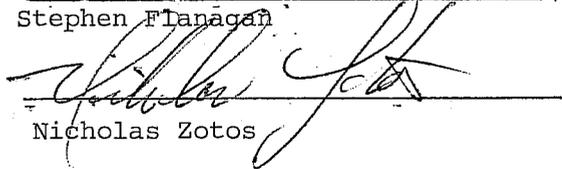
Should another, other than the petitioner hold title to any land involved in the approval, then consent prior to any installation or hook-up shall be furnished in a form satisfactory to the City Engineer and Corporation Counsel.

7. No Certificate of Occupancy shall be issued until the above requested forms, documents, plans, etc. are received and the City owns the extended water lines.
8. This project must be completed on or before January 1, 1988.

Respectfully submitted


Carole A. Torcaso, Chairperson


Stephen Flanagan


Nicholas Zotos

REPORT

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

August 5, 1986

Re: Request of Emilio Plante to extend water to 13 Belmont Circle

The Sewer & Water Extension/^{Ad Hoc} Committee of the Common Council has met and reviewed the above petition with the City Engineer and has also reviewed a recommendation for approval from the Planning Commission.

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Respectfully submitted

Carole A. Torcaso, Chairperson

Stephen Flanagan

Nicholas Zotos

40

REPORT

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

August 5, 1986

Re: Request of James and Theresa Collingham for sewer and water extensions to property at the corner of Lombardi and Short Streets.
Lombardi " " "

The Sewer & Water Extension/^{Ad Hoc} Committee of the Common Council has met and reviewed the above petition with the City Engineer and has also reviewed a recommendation for approval from the Planning Commission.

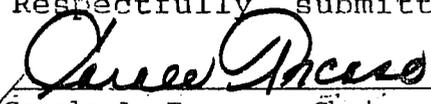
It is the recommendation of this committee that the petition be granted with the following conditions and restrictions:

1. The petitioner shall bear all costs relative to the installation of said sewer and water lines.
2. The petitioner shall submit as-built drawings of this extension, prepared by a licensed Connecticut Land Surveyor, for approval by the City Engineer.
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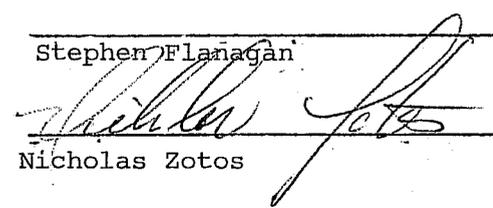
Should another, other than the petitioner hold title to any land involved in the approval, then consent prior to any installation or hook-up shall be furnished in a form satisfactory to the City Engineer and Corporation Counsel.
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8. This project must be completed on or before January 1, 1988.

Respectfully submitted


Carole A. Torcaso, Chairperson

Stephen Flanagan


Nicholas Zotos

REPORT

40

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

August 5, 1986

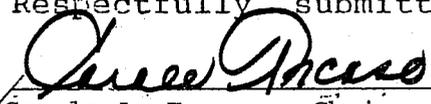
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Lombardi " " "

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

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8. This project must be completed on or before January 1, 1988.

Respectfully submitted


Carole A. Torcaso, Chairperson

Stephen Flañagan

Nicholas Zotos



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

August 5, 1986

REPORT

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

Re: Request for sewers to 32 Padanaram Road.

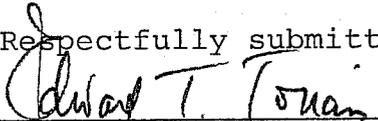
The ad hoc committee appointed to review the request for sewers to 32 Padanaram Road, met on July 9, 1986 at 9:00 P.M. In attendance were committee members Torian and Johnson, Supt of Public Utilities W. Buckley and City Engineer J. Schweitzer.

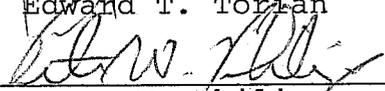
Both Mr. Buckley and Mr. Schweitzer briefed the committee on the nature of the petitioner's request. Mr. J. Scott Henderson the owner of 32 Padanaram Road, an 800 square foot retail facility, just North of the Cracker Barrel Restaurant, is requesting permission to connect to a City sewer line which is located approximately 130 feet in a Northerly direction up Padanaram Road beyond the Covered Bridge Farm Market to Crown Court Apartments. In May 1986, Mr. Henderson was told by both Messrs. Buckley and Schweitzer that this approach was not the most suitable to resolve his problem that there was an alternative which would be less costly and would also minimize the disruption to vehicular traffic on Padanaram Road.

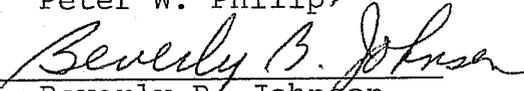
In June, 1986, the Planning Commission voted a negative recommendation to Mr. Henderson's request on the grounds that it is not in the best interest of the City to run parallel sewer lines on Padanaram Road.

On the advice of Messrs Buckley and Schweitzer, Councilwoman Johnson motioned that the committee recommend denial of the petitioner's request. Seconded by Councilman Torian. The vote was unanimous.

Respectfully submitted


Edward T. Torian Chairman


Peter W. Philip


Beverly B. Johnson



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

August 5, 1986

REPORT

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

Re: Request for sewers to 32 Padanaram Road.

The ad hoc committee appointed to review the request for sewers to 32 Padanaram Road, met on July 9, 1986 at 9:00 P.M. In attendance were committee members Torian and Johnson, Supt of Public Utilities W. Buckley and City Engineer J. Schweitzer.

Both Mr. Buckley and Mr. Schweitzer briefed the committee on the nature of the petitioner's request. Mr. J. Scott Henderson the owner of 32 Padanaram Road, an 800 square foot retail facility, just North of the Cracker Barrel Restaurant, is requesting permission to connect to a City sewer line which is located approximately 130 feet in a Northerly direction up Padanaram Road beyond the Covered Bridge Farm Market to Crown Court Apartments. In May 1986, Mr. Henderson was told by both Messrs. Buckley and Schweitzer that this approach was not the most suitable to resolve his problem that there was an alternative which would be less costly and would also minimize the disruption to vehicular traffic on Padanaram Road.

In June, 1986, the Planning Commission voted a negative recommendation to Mr. Henderson's request on the grounds that it is not in the best interest of the City to run parallel sewer lines on Padanaram Road.

On the advice of Messrs Buckley and Schweitzer, Councilwoman Johnson motioned that the committee recommended denial of the petitioner's request. Seconded by Councilman Torian. The vote was unanimous.

Respectfully submitted

Chairman

Edward T. Torian

Peter W. Philip

Beverly B. Johnson

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

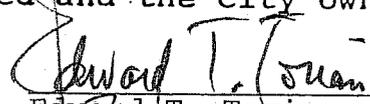
August 5, 1986

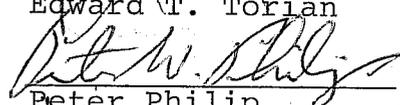
Re: Request for water to Blueberry Lane.

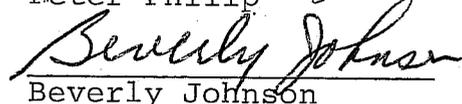
The Sewer & Water Extension/^{ad hoc}committee of the Common Council has met and reviewed the above petition with the City Engineer and has also reviewed a recommendation for approval from the Planning Commission.

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

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

 Chairman
Edward T. Torian


Peter Philip


Beverly Johnson



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

August 5, 1986

REPORT

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

Re: Request for water to Blueberry Lane.

The ad hoc committee appointed to review the request for water to Blueberry Lane, met on July 9, 1986 at 8:30 P.M.

In attendance were committee members Torian and Johnson, Supt. of Public Utilities W. Buckley and City Engineer J. Schweitzer. Blueberry Lane residents Messrs Mortimer, Maddare and Despajado also attended.

Mr. Mortimer, the spokseperson for the 12 homeowners on Blueberry Lane informed the committee that the 12 homeowners are presently on a community well system. There are only 12 families on this community well system. The system is not functioning properly and substantial repairs are required to restore it to satisfactory condition. Mr. Mortimer proposes that all 12 families abandon the present defective well water system and connect all 12 homes into the City public water supply system. Mr. Buckley and Mr. Schweitzer saw no problem with this arrangement and felt that this was workable provided all twelve families indicate their intentions by forwarding individual letters to the City Engineer's Office.

The Planning Commission met on June 18, 1986 and had voted a negative recommendation on this request. Mr. Buckley explained that the Planning Commission did not have possession of all the facts pertaining to this request at that time and he offered to forward this additional information to them in his letter of July 14, 1986 (copy attached).

Upon receipt of Mr. Buckley's letter, the Planning Commission, in their letter of July 22, 1986 (copy attached) reconsidered their earlier decision on this matter and voted a positive recommendation on the request for 12 homes to connect to City water and the present well water system be abandoned.

Councilwoman Johnson motioned to recommend approval of this request for city water connection to Blueberry Lane, contingent upon receipt by the City Engineer's office of the 12 letters of intent from Blueberry Lane residents to abandon the present water supply system and connect to the City public water supply system. Further that the Blueberry Lane resident comply with the seven steps relating to sewer and water connections, seconded by Councilman Torian and passed.

Respectfully submitted

Peter Phillip

Beverly Johnson

Chairman



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CITY OF DANBURY
DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

WATER AND SEWER DEPARTMENTS
797-4539

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

July 14, 1986

William J. Buckley Jr.
TO: Mr. Joseph Walkovich, Chairman - Planning Commission
FROM: Mr. William J. Buckley, Supt. of Public Utilities
RE: 8-24 REFFERRAL - REQUEST FOR CITY WATER TO BLUEBERRY LANE

As per our discussion of June 14, 1986, I am requesting that the Planning Commission reconsider its earlier decision on the above referenced request. The reason for my request, is that information learned at the Common Council meeting held on July 8, 1986 and chaired by Councilman Torian was not known to the Planning Commission at the time of their earlier decision. At the Council meeting it was learned that the proposal is to abandon the present well water system that serves a total of twelve (12) homes in the Blueberry Lane area and to connect all twelve homes into the City public water supply system. In order to do this an extension of City services was in fact required.

I have discussed this matter with the State of Connecticut Department of Health Services and providing that all twelve customers are in fact agreed to connect to City water, the Department of Health Services supports the proposal. Both Mr. Schweitzer and me also support it with that same condition, that all twelve connect to the City system. Lastly, the Common Council subcommittee chaired by Councilman Torian also voted to recommend support with that additional condition that all twelve

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homes connect to the City water and that the public water supply system serving the twelve be properly abandoned.

I would request that in your reconsideration you discuss the matter in detail and if you see so fit to recommend approval of the request, you do so with the condition that the twelve homes are all required to connect to the City system and that the well system is properly abandoned. This would maintain a degree of continuity through the City. If you have any questions or care to discuss the matter in further detail, do not hesitate to contact me.

WJB:bds

cc: Councilman Ed Torian
Mr. Jerry Juretus



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

PLANNING COMMISSION
(203) 797-4525

July 22, 1986

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

Re: 8-24 Referral - Request for City water on Blueberry Lane.

Dear Council Members:

The Planning Commission voted to reconsider the Commission's earlier decision on the above matter due to the fact that more information had been received by Common Council.

Mr. Hyman moved a positive recommendation on the request for water to Blueberry Lane with the condition that all twelve (12) homes connect to City water and that the public water supply system serving the twelve (12) homes be properly abandoned. The motion was seconded by Mr. Bondatti, and passed with "ayes" from Commissioners Bondatti, Deeb, Hajj, Hyman, and Walkovich.

Sincerely yours,

Joseph Walkovich
SS

Joseph Walkovich
Chairman



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

August 5, 1986

REPORT

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

Re: Resolution - Conn. Interlocal Risk Management Agency.

The committee appointed to review the Resolution to join the Connecticut Interlocal Risk Management Agency and its workers' compensation pool, met on July 30, 1986 at 7:30 P.M. with Dom Setaro, Comptroller.

Mr. Setaro explained to the committee that the Resolution is not forcing the City to join CIRMA but rather giving the option if the bids from CIRMA for insurance are the best available at the time. The savings to the City could amount to \$300,000 if current expectations are realized.

The committee unanimously recommends that the Common Council adopt the Resolution as submitted.

Respectfully submitted

Constance McManus
Constance McManus - Chairpers

Bernard Gallo
Bernard Gallo

John Esposito
John Esposito



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

August 5, 1986

REPORT

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

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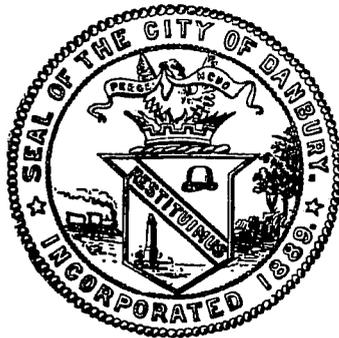
The committee unanimously recommends that the Common Council adopt the Resolution as submitted.

Respectfully submitted

Constance McManus - Chairperson

Bernard Gallo

John Esposito



RESOLUTION

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CITY OF DANBURY, STATE OF CONNECTICUT

August 5, 1986 A. D., 19

RESOLVED by the Common Council of the City of Danbury:

RESOLUTION TO JOIN
THE CONNECTICUT INTERLOCAL RISK MANAGEMENT AGENCY
AND ITS WORKERS' COMPENSATION POOL

WHEREAS, the City of Danbury is now required to provide workers' compensation to its employees who sustain personal injuries arising out of and in the course of employment pursuant to Chapter 568 of the General Statutes; and

WHEREAS, Connecticut Interlocal Risk Management Agency ("CIRMA"), an agency established by member municipalities and local public agencies pursuant to Public Act 79-561, has been organized to establish a program of risk management, including one or more risk management pools, safety engineering, administration of claims and other services for workers' compensation and general liability claims against Connecticut municipalities and local public agencies, and to provide management therefor; and

WHEREAS, CIRMA has contracted with qualified service organizations to provide claim services, safety engineering, actuarial services, legal services, investment services, and other services in connection with the administration, evaluation, payment and disposition of workers' compensation claims; and

WHEREAS, it is desirable for, and in the best interest of the City of Danbury to agree with CIRMA to administer, service and pay its workers' compensation claims; and

WHEREAS, CIRMA has agreed to provide such services and protection ;

NOW, THEREFORE, BE IT RESOLVED THAT THE City of Danbury join CIRMA as a member organization, and hereby subscribes to the bylaws, rules and regulations of CIRMA; and

BE IT FURTHER RESOLVED that the City of Danbury join the interlocal workers' compensation risk management pool of CIRMA and, pursuant thereto, CIRMA shall administer, service and pay all workers' compensation claims of the said City's employees; and

BE IT FURTHER RESOLVED that Mayor James E. Dyer of the City of Danbury be, and hereby is, authorized and empowered to execute a contract with CIRMA to provide for statutory workers' compensation coverage and related risk management services for the City of Danbury for such coverage and services; and he is further authorized to represent said City of Danbury as a member of CIRMA and to designate an alternate representative from time to time.