

COMMON COUNCIL - SPECIAL MEETING

OCTOBER 16, 1986

Meeting to be called to order at 7:30 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.

19 Present 2 Absent.

NOTICE OF SPECIAL MEETING - To be held on the 16th day of October, 1986 at 7:30 O'Clock P.M. in the Council Chambers in City Hall, for the purpose of acting upon the following:

- 01 - REPORT - Homeless Shelter Lease.
- 02 - APPOINTMENT - Purchasing Agent.
- 03 - COMMUNICATION - Lease between the City of Danbury and John Patton for the winter stockpiling of sand and salt.
- 04 - COMMUNICATION - Delegate Agency Contract for Shelter.
- 05 - REPORT - Establishment of a Special Services District in *ordinance* Downtown Danbury.
- 06 - REPORT - Showhouse at Tarrywile Park.
- 07 - REPORT - Request for sewer and water extensions - Deer Hill Development Company.

RETURN OF SERVICE - Notices delivered by Police Officers of the Danbury Police Department.

Motion made by _____ & seconded by _____ for the Call and Return of Service to be accepted.

1
REPORT

- Homeless Shelter Lease.

The Report was

2
COMMUNICATION

✓ Appointment to the position of Purchasing Agent.

The communication was _____ and the appointment was

3
COMMUNICATION

✓ Lease between the City of Danbury and John Patton for the winter stockpiling of sand and salt.

The communication was

04 ✓
COMMUNICATION

- Delegate Agency Contract for Shelter.

The Communication was

05 ✓
REPORT

- Establishment of a Special Services District in Downtown Danbury.

The Report was

06 ✓
REPORT

- Showhouse at Tarrywile Park

The Report was

07 ✓
REPORT

- Request for sewer and water extensions - Deer Hill Development Company.

The Report was

PUBLIC SPEAKING SESSION

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

CITY OF DANBURY

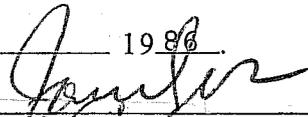
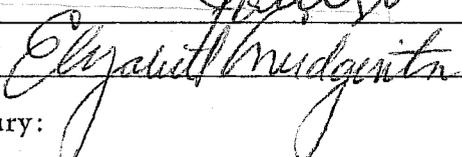
To: COMMON COUNCIL - City of Danbury

A special meeting of the Common Council _____ of the City of Danbury will be held on the 16th day of October 1986 at 7:30 o'clock p.m., at the City Hall in said Danbury.

For the purpose of acting upon the following:

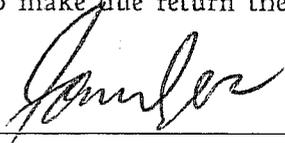
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Dated at Danbury, this 10th day of October 1986.

_____  Mayor
 _____  Clerk

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

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

_____  Mayor



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

October 16, _____ A. D., 19 86

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, there is a pressing need for emergency shelter for the homeless in the Danbury area, and

WHEREAS, the State of Connecticut has made grant funds available to assist the City of Danbury in providing such shelter, and

WHEREAS, the City of Danbury must make arrangements to negotiate and execute a lease for the use of space at 111 Main Street for the purpose of housing the homeless,;

NOW THEREFORE, BE IT RESOLVED THAT Mayor James E. Dyer be and hereby is authorized to execute a lease with MARIA DASILVA and THE ESTATE OF JOSEPH DASILVA for the establishment of the shelter for the homeless in a form substantially similar to that attached hereto, and be it further resolved that Mayor James E. Dyer be and hereby is authorized to execute any amendments thereto and to take any additional action which may be necessary to accomplish the purposes hereof.

RETURN OF SERVICE

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

<u>NAME</u>	<u>TIME</u>
1. CONSTANCE McMANUS	KH McManus 10:13 PM
2. BEVERLY JOHNSON	Beverly B. Johnson 8:32 PM
3. BERNARD GALLO	Bernard Gallo 7:23 pm
4. Donald Sollose	Donald Sollose 7:33
5. PETER W. PHILIP	P. W. Philip 9:32
6. CAROLE TORCASO	Carole Torcaso 7:45 PM
7. JOHN ESPOSITO	John Esposito 8:24 Am 10/11/86
8. ROBERT GODFREY	Robert Godfrey 6:59 PM
9. NICHOLAS ZOTOS	Nicholas Zotos 6:52 PM
10. STEPHEN T. FLANAGAN	Stephen T. Flanagan 9:08 PM
1. PHILIP N. HADLEY	Philip N. Hadley 9:53
2. LOUIS ROTELLO	Louis Rotello 6:46 P.M.
3. ANTHONY J. CASSANO	Anthony J. Cassano 8:41 PM
4. LOUIS T. CHARLES	Mark E. Paris 6:32 PM 10/10/86
5. ERNEST BOYNTON	Ernest Boynton 7:02 PM
6. JOSEPH DaSILVA	Joseph DaSilva 8:02
7. GENE ERIQUEZ	Gene Eriquez 0917 10-11-86
8. STANFORD SMITH	Stanford Smith 9:47 AM
9. JANET A. BUTERA	Janet A. Butera 6:30 pm.
10. EDWARD T. TORIAN	Mrs Pearl Torian 8:22
11. MOUNIR FARAH	Mounir Farah 7:11 pm

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

Attest: W. W. Guler
 Policemen of the City of
 Danbury



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

REPORT

October 16, 1986

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

Re: Shelter for the Homeless

The Common Council committee appointed to review the request for a shelter for the homeless met on October 15, 1986 at 7:30 P.M. in Room 432. Council Members Gallo and Boynton were in attendance. Councilman Cassano had a previous commitment. City Officials in attendance were Mayor James Dyer, Administrative Assistant Phil Capozzi, Mayoral Assistant Jackie Cruz, Assistant Corporation Counsel Les Pinter, Director of Welfare Deborah MacKenzie, Associate Housing Director Paul Scherloh, Comptroller Dominic Setaro and Legislative Leader John Esposito. Other attendees were Captain Gordon Magill of the Salvation Army and Rev. Michael Coburn of St. James Church.

Councilman Gallo opened the meeting by stating there was \$15,000 in the grant account to cover the first year's lease. Councilman Gallo then asked everyone present if they had any concerns, or if they were in opposition to the lease. Everyone spoke in favor of the lease and the site. Councilman Boynton asked Captain Magill about supervision and security for the shelter. Captain Magill stated that this would not be a problem.

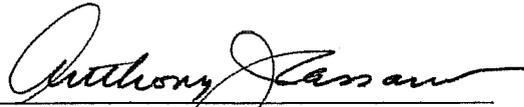
Councilman Boynton moved to recommend adoption of the lease to the Common Council. Councilman Gallo seconded the motion. Both members voted in the affirmative.

Mayor Dyer stated that he would like to reserve the right to negotiate better terms, if possible, but could live with the lease as it is written.

The committee felt that the Mayor not only had the right but the authority to better negotiate the lease if needed on behalf of the City.

Councilman Boynton moved to adjourn at 7:45 P.M. Councilman Gallo seconded. The vote was unanimous.

Respectfully submitted,



Anthony Cassano
Chairperson



Bernard Gallo



Ernest Boynton

L E A S E

THIS INDENTURE, made by and between MARIA DA SILVA and MARIA DA SILVA, EXECUTRIX OF THE ESTATE OF JOSEPH DA SILVA, of the City of Danbury, County of Fairfield and State of Connecticut, hereinafter referred to as LESSOR, and THE CITY OF DANBURY, a Municipal Corporation organized and existing under the laws of the State of Connecticut, hereinafter referred to as LESSEE,

W I T N E S S E T H :

1. PREMISES: Lessor has leased and does hereby lease to said Lessee the following described premises situated in the City of Danbury, to wit: The ground floor premises consisting of approximately 2,500 square feet located at 111 Main Street, being the southwest corner of the ground floor of the building located at 111-113 Main Street in said Danbury.

2. TERM: The term of this agreement shall begin on DECEMBER 1, 1986 and end at midnight on NOVEMBER 30, 1989.

3. RENT: Lessee agrees to pay Lessor, without demand rent as follows:

(a) From DECEMBER 1, 1986 to NOVEMBER 30, 1987, equal monthly installments of ONE THOUSAND TWO HUNDRED (\$1,200.00) DOLLARS on the first day of each month in advance;

(b) From DECEMBER 1, 1987 to NOVEMBER 30, 1988, equal monthly installments of ONE THOUSAND THREE HUNDRED (\$1,300.00) DOLLARS on the first day of each month in advance; and

(c) From DECEMBER 1, 1988 to NOVEMBER 30, 1989, equal monthly installments of ONE THOUSAND FOUR HUNDRED (\$1,400.00) DOLLARS on the first day of each month in advance.

4. INCREASED TAX: Lessee agrees during each year of this Lease or any option period or renewal of this Lease, to pay Lessor as additional rent a sum equal to ten (10%) per cent the increase in the real property tax on future Grand Lists over and above said tax on the List of October 1, 1985. Said sum shall be payable within fifteen (15) days of the written request to Lessee by the Lessor, which request shall include copies of the

tax bill for taxes on the List of October 1, 1985, and the latest tax bill and a computation of the increase, if any. Lessee further agrees during each year of this Lease, or any option period or renewal of this Lease, to pay the Lessor as additional rent a sum equal to the increase in water and sewer charges over the charges shown on bills rendered September, 1986, for water and September, 1986, for sewer attributable to the Lessee's use. Said sum shall be payable within fifteen (15) days of the written request to Lessee by the Lessor, which request shall include copies of the base bill and the latest bill and a computation of the increase, if any.

5. SECURITY DEPOSIT: Lessee has deposited with Lessor the sum of ONE THOUSAND TWO HUNDRED (\$1,200.00) DOLLARS, as security for the performance by Lessee of the terms of this Lease. The Lessor may use, apply, or retain the whole or any part of the security so deposited to the extent required for the payment of any rent and additional rent or other sum as to which Lessee is in default or for any sum which the Lessor may expend or may be required to expend by reason of Lessee's default in respect of any of the terms of this Lease, including, but not limited to, any damages or deficiency in the reletting of the leased property, whether such damages or deficiency accrued before or after summary proceedings or other re-entry by the Lessor. In the event that the Lessee shall comply with all of the terms of this Lease, the security shall be returned to Lessee after the date fixed as the end of the Lease and after delivery of possession of the leased property to the Lessor. In the event of a sale of the premises of which the leased property forms a part, the Lessor shall have the right to transfer the security to the vendee and the Lessor shall thereupon be released from all liability for the return of such security. Lessor shall notify Lessee of such transfer in writing. Lessee shall look solely to the new landlord for the return of such security. Lessor shall not assign or encumber the money deposited as security, and neither the Lessee nor its successors or assigns shall be bound by any such assignment or encumbrance. Lessee shall not be entitled to any interest on said security deposits.

6. UTILITIES: The Lessor shall not be required to furnish any service to the leased premises, except cold water and sewer. The Lessee shall pay all charges for gas, electricity, light, heat, hot water, power, garbage, snow removal and other services used in or about or supplied to the leased property, and shall indemnify the Lessor against any liability on such account. The Lessee agrees to maintain the heat in the leased premises at a reasonable level so as to prevent damage to the structural plumbing and heating systems, foundations, and walls of the building, and any damage to same caused by the Lessee's failure to provide adequate heat, shall be repaired at the Lessee's expense. In the event the Lessor installs a separate meter for the leased premises, the Lessee will be responsible for payment of all water and sewer use to the leased premises.

Lessee shall be responsible for extermination of rodents as needed and cockroaches and other insects at a minimum of once per month, or more frequently if Lessor deems it necessary. Such extermination shall be done by an independent licensed exterminator, who shall provide directly to Lessor signed reports verifying each treatment.

7. USE OF PREMISES: Lessee agrees to use the leased premises as a shelter for women and/or not more than three (3) families. Any other unrelated use is prohibited without the written approval of the Lessor, except that if Lessee decides to discontinue the shelter, it may use the premises as municipal offices. Lessee will not allow for an unreasonable length of time any debris, belonging to said Lessee, to remain in the leased premises or in any "common areas", and it will remove from the Lessor's premises all debris to a proper place of disposal. The Lessee agrees to obtain all zoning, health or other governmental permits required in connection with this Lease in general or the specific use contemplated by the Lessee. The Lessor makes no representation as to the compliance of the use with any governmental regulation. This Lease shall remain in full force and effect and shall be binding on the parties in the event of any enforcement action by any governmental agency arising out of the Lessee's use of the premises.

The Lessee shall provide close supervision and security for the premises at all times. The Lessee shall prevent loitering

or gatherings of people on the premises or in the vicinity of the premises and interference with or disturbance to other tenants in the building of which the leased premises are a part or to tenants or owners of property in the vicinity of the leased premises. Failure to satisfy these conditions shall constitute a default by Lessee under this Lease.

8. CONDITION OF PREMISES: (a) Lessee represents that it has examined the premises and agrees to accept the premises AS IS. In the event the Lessee wants to make any renovations on the premises, the Lessee shall first submit plans of such renovations to the Lessor for Lessor's approval. No such renovations shall be made without Lessor's approval, which approval shall not be unreasonably withheld. Throughout the terms of this Lease and for so long as Lessee or its assigns shall occupy said premises, Lessee at its sole expense, shall keep the leased premises as now or hereafter constituted in good condition and shall make all repairs, replacements, and renewals ordinary and extraordinary necessary to maintain the leased property and all appliances and appurtenances belonging thereto. Said repairs and replacements shall include, but not be limited to heating, electrical and plumbing fixtures within the leased premises and used exclusively by the leased premises. All repairs, replacements, and renewals shall be at least equal in quality of workmanship and materials to that existing in the leased premises at this date. Lessee shall indemnify Lessor against all costs, expenses, liabilities, losses, damages, suits, fines, penalties, claims, and demands, including reasonable attorney's fees, because of Lessee's failure to comply with the foregoing.

Lessor shall in no event be required to make any repair, alteration or improvement to the leased premises except for: structural plumbing and electrical systems, foundations, exterior walls and roof of the building, hallways, lobby, and "common areas" of the building, provided damage to same has not been caused by the Lessee in which case such repairs shall be made at Lessee's expense.

The necessity for and adequacy of repairs, replacements and renewals to the leased premises shall be measured by the standard which is appropriate for improvements of similar construction and class, provided that Lessee shall in any event make all repairs

necessary to comply with the building, health, and fire codes of the City of Danbury, Connecticut.

(b) Upon the last day or sooner termination of the term hereof, Lessee shall surrender to Lessor the leased premises in broom clean condition. All erections, alterations, additions and improvements, whether temporary or permanent in character, which may be made upon the premises, either by the Lessor or the Lessee, except furniture and movable trade fixtures shall be surrendered with the premises as a part thereof upon the termination of this Lease without compensation to the Lessee.

9. ASSIGNMENT: The Lessee shall not assign, mortgage, or encumber this Lease in whole or in part, or subject all or any part of the demised premises to a sublease without the prior written consent of Lessor, which consent shall not be unreasonably withheld. The consent by Lessor to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. This prohibition against assigning or subletting shall be construed to include a prohibition against assigning or subletting by operation of law, but it shall not prevent Lessee from contracting with an independent agency approved by Lessor to operate the shelter, provided Lessee remains responsible for compliance with the terms of this Lease. If this Lease be assigned or if the demised premises or any part thereof be occupied by anybody other than Lessee, Lessor may collect rent from the assignee, or occupant and apply the net amount collected to the rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of this provision or the acceptance of the assignee, undertenant or occupant as Lessee, or as a release of Lessee from the further performance by Lessee of the provisions on its part to be observed or performed herein. Notwithstanding any assignment or sublease, Lessee shall remain fully liable and shall not be released from performing any of the terms of this Lease. If Lessee is a corporation and if any transfer, sale, pledge, or other disposition of the common stock shall occur, or power to vote the majority of the outstanding capital stock be changed, then Lessee shall so notify Lessor and Lessor shall have the right, at his option, to terminate this Lease upon five (5) days notice to Lessee.

In the event Lessee requests Lessor's consent to such assignment or sublease, Lessee agrees to pay all of Lessor's expenses connected therewith, including, but not limited to broker's fees for investigation of prospective new tenants and attorney's fees for preparation and review of necessary documents.

10. FIRE AND EXTENDED COVERAGE INSURANCE: During the term of this Lease and extension thereof, the Lessor at his own cost and expense shall keep the building and improvements thereon insured against loss or damage by fire and extended coverage. If the leased premises are totally destroyed by fire or other casualty during the term herein, then, and in that event, by virtue of its express stipulation, the Lease shall cease and terminate. In the event that the premises are partially destroyed by fire or other casualty during the term herein, which partial casualty affects the enjoyment and occupancy of the leased premises, then, and in that event, the Lessee shall give immediate written notice to the Lessor. If said partial destruction or casualty shall amount to less than 25% of the leased improvements, then and in that event, the Lessor shall cause the leased premises to be repaired as speedily as possible. The Lessee's obligation to pay rent shall abate in direct proportion to that portion of the premises destroyed as related to the whole of the leased premises.

In the event that the partial destruction or casualty to the leased premises is more than 25%, then and in that event, the Lessor in his sole and separate discretion shall determine whether or not to cause the repair and rehabilitation of the leased premises. In the event that the Lessor decides not to rehabilitate and repair the subject premises, then and in that event, this Lease shall cease and be terminated.

Any fire insurance business loss insurance or other casualty insurance desired by Lessee on trade fixtures, inventory, or other property of the Lessee on said premises shall be obtained at the Lessee's sole expense.

11. LIABILITY INSURANCE: During the term of this Lease Lessee shall provide at its own expense liability insurance provided by any company licensed by the State of Connecticut which Lessee shall choose. The limits of said insurance shall

be at least One Million (\$1,000,000.00) Dollars for an injury to or the death of one person and Five Million (\$5,000,000.00) Dollars for any injury to or the death of more than one person in any one occurrence. Lessee shall provide Lessor with a copy of said insurance policy with Lessor named as an insured.

Lessor may require periodic increases in the limits of said insurance in the event the cost of living measured by the increase in "The Revised Consumer Price Index - Cities 1967-100" increases more than 25% during the term of this Lease.

12. LESSOR'S ACCESS: Lessee agrees that Lessor, his servants and agents, including representatives of the insurance company or companies carrying insurance on the building containing the leased premises, shall have the right to enter upon the said premises at any time for repairs to building or equipment or in an emergency or to take preventative measures to protect and preserve the property of the Lessor. Lessee agrees that Lessor shall have continuous access to the basement of the building of which said premises is a part for repairs and maintenance and Lessee shall provide keys to Lessor for any locks controlling access to said basement.

13. INDEMNIFICATION: Lessee agrees that Lessor shall not be liable for any injury or damage to the property or business of Lessee caused by water, steam, fire, gases, electricity, or the elements. Lessee does further agree that, excepting for damages or injuries due to Lessor's negligence, it will at all times indemnify Lessor and save him harmless from any and all claims for injury or damage sustained upon the leased premises to the person or property of any person other than the Lessee.

14. CONDEMNATION: In the event of a condemnation of the premises, which shall include a taking of all or a substantial part of the building on the premises, this Lease shall, at the option of either party, terminate upon the completion of such taking. The rent shall be apportioned as of that date. The condemnation award shall belong solely to the Lessor. Lessee shall be entitled to relocation costs, if any, provided said costs may be separately determined as an element of the award and not included in the determination of the value of the interest of the Lessor in the leased premises. In the event of a partial taking of the premises in such manner that the Lessee,

or its sublessees or assigns, is able to continue without substantial modification the operation then being conducted on the leased premises, then this Lease shall remain in full force and effect. Any award for partial taking shall belong solely to the Lessor. Nothing herein shall be construed to deprive Lessee of its rights upon condemnation as set forth in Connecticut General Statutes.

15. SUBORDINATION: This Lease shall be automatically subordinated to any future mortgage or mortgages given on said premises by the Lessor. The Lessee agrees at the request of the Lessor to execute any further papers or documents which the Lessor or mortgagee deems necessary to effectuate such subordination, provided that same be done at no cost and expense to Lessee and further provided that said subordination should not in any way affect the terms, conditions, liabilities or rights of the parties in and to this Lease and that the lending institution will not disturb the possession of the Lessee as long as the Lessee performs its obligation under the terms of the Lease.

16. DEFAULT: (a) If the Lessee shall be in default in the payment of rent, and if such default shall continue for ten (10) days, the Lessor may, immediately, without notice, terminate this Lease and repossess the leased premises. If the Lessee shall be in default in the performance of any other covenant or condition herein contained, and if such default shall continue for ten (10) days after the sending by Lessor to Lessee of a written notice from the Lessor specifying such default, then Lessor may at his option, upon ten (10) days' written notice by registered or certified mail of his intention so to do, terminate this Lease and repossess the leased premises unless Lessee shall in the meantime remedy such default. If Lessee is adjudicated a bankrupt or makes an assignment for the benefit of creditors or has a receiver of its property appointed, then, Lessor may immediately without notice terminate this Lease and repossess the leased premises. Whenever this Lease terminates, either by lapse of time or by virtue of the stipulation herein, Lessee waives all right to any notice to quit possession as prescribed by the statutes relating to Summary Process.

(b) At any time after any such expiration the Lessor may relet the leased premises or any part thereof, for such term

and on such conditions as the Lessor, in his sole discretion, may determine, and may collect and receive the rent therefor. The Lessor shall in no way be responsible or liable for any failure to relet the leased premises or any part thereof, or for any failure to collect any rent due upon any such reletting. No such expiration of this Lease shall relieve Lessee of its liability and obligations under this Lease, and such liability and obligations shall survive any such expiration. In the event of any such expiration, whether or not the leased premises or any part thereof shall have been relet, Lessee shall pay to Lessor the rent and any additional rent required to be paid by the Lessee up to the time of such expiration, and thereafter the Lessee, until the end of what would have been the term of this Lease in the absence of such expiration shall be liable to the Lessor for, and shall pay to the Lessor, as and for liquidated and agreed current damages for the Lessee's default:

The equivalent of the amount of the rent and additional rent which would be payable under this Lease by the Lessee if this Lease were still in effect, less the net proceeds of any reletting effected pursuant to the provisions hereof, after deducting all the Lessor's expense in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, legal expenses, reasonable counsel fees, alteration costs and expenses of preparation for such reletting. Lessee shall pay the result of said calculation to Lessor on the first day of each month during the remainder of the term of this Lease.

17. QUIET ENJOYMENT: Lessor covenants with the Lessee that he has good right to lease said premises in the manner aforesaid, and he will permit the Lessee, upon Lessee's keeping all the covenants on its part as herein contained, to occupy, possess and enjoy said premises during the term aforesaid, without hindrance or molestation from the Lessor or any other person claiming by, from or under him.

18. NOTICES: Any notice or notice provided for in this agreement must be in writing and may be personally served upon the party or parties to receive such notice either within or without the State of Connecticut, or may be deposited in the

United States Mail, postage fully prepaid, in a registered or certified envelope addressed to the party or parties to be served at the following addresses, to wit:

TO LESSOR: Estate of Joseph Da Silva
and Maria Da Silva
c/o Bielizna, Frizzell,
Papazoglou, Ball and Olivo
66 West Street, P.O. Box 98
Danbury, Connecticut 06813-0098

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

19. CHANGE OF ADDRESS: The persons and places to which notices are to be mailed may be changed from time to time by Lessor or Lessee upon written notice to the other.

20. SHORT FORM: Either party may request the other to execute a Memorandum of Lease suitable for recording containing the information required by Section 47-19 of the Connecticut General Statutes (Rev.1958), but specifically excepting the rental provisions hereof.

21. INTERPRETATION: In construing this Lease, the singular shall include the plural and the plural the singular, and the masculine gender shall include the neuter gender, and vice versa, as the context may require.

22. GLASS INSURANCE: The Lessee further agrees to keep the glass of the leased premises adequately insured at its own expense so as to indemnify the Lessor against loss caused by breakage or injury of such glass, or to assure the replacement of such breakage without cost to the Lessor.

23. SIGNS: The Lessee may place and maintain in the front window of the leased premises such neat appropriate signs advertising its business as it shall desire. Upon the termination of this Lease the Lessee shall remove all such signs and repair any damage to the leased property caused by the erection, maintenance or removal of such signs. No exterior mounted signs will be permitted.

24. CAPTIONS: The captions of this agreement are inserted for convenience in reference only and do not constitute a part

of this agreement and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

25. SUCCESSORS: This Lease shall be binding upon the parties hereto, and the respective successors, assigns, heirs, and legal representatives of the parties hereto.

26. MODIFICATION: This Lease contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties. If any term or provision of this Lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals and to a duplicate of the same tenor and date this day of , 1986.

Signed, Sealed and Delivered
in presence of:

MARIA DA SILVA
ESTATE OF JOSEPH DA SILVA
BY: MARIA DA SILVA, Executrix
CITY OF DANBURY
BY: _____
Its

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

)
) SS: CITY OF DANBURY
)

On this _____ day of _____, 1986, before me,
the undersigned officer, personally
appeared MARIA DA SILVA, individually, and MARIA DA SILVA,
EXECUTRIX of ESTATE OF JOSEPH DA SILVA, known to me to be the
person whose name is subscribed to the foregoing instrument and
acknowledged that she executed the same for the purposes therein
contained.

IN WITNESS WHEREOF, I hereunto set my hand and official
seal.

Commissioner of the Superior Court
Notary Public
My Commission Expires:

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

)
) SS: CITY OF DANBURY
)

On this _____ day of _____, 1986, before me,
the undersigned officer, personally
appeared _____, who acknowledged himself to
be the _____ of THE CITY OF DANBURY, a
Municipal Corporation, and that he as such officer, being
authorized so to do, executed the foregoing instrument for the
purposes therein contained, by signing the name of the Corpora-
tion by himself as

IN WITNESS WHEREOF, I hereunto set my hand and official
seal.

Commissioner of the Superior Court
Notary Public
My Commission Expires:



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

DEPARTMENT
OF FINANCE

October 8, 1986

Honorable James E. Dyer, Mayor
City of Danbury
City Hall
Danbury, Connecticut 06810

RE: Purchasing Agent

Dear Mayor Dyer:

On October 7, 1986 I interviewed the top three candidates for Purchasing Agent. Based on those interviews, I would suggest that you appoint Warren Platz as Purchasing Agent at a yearly salary of \$33,459.00 pending Common Council approval at its special meeting to be held in October.

It is my feeling that Warren will do an excellent job and, as you know, Warren has worked for us for the last five years and currently has been our Acting Purchasing Agent.

Sincerely,

A handwritten signature in cursive script, reading "Dominic A. Setaro, Jr.", is written over the typed name.

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

DAS/af



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

DANIEL J. MINAHAN
SUPERINTENDENT OF HIGHWAYS

HIGHWAY DEPARTMENT
(203) 797-4605

October 9, 1986

James E. Dyer
Mayor of the City of Danbury
City Hall
Danbury, CT 06810

Re: John Patton, 125 Padanaram Road
Winter Stockpile Lease

Dear Mayor Dyer:

Attached is a copy of the lease between the City of Danbury and John Patton for the winter stockpiling of sand at property owned by Mr. Patton at the intersection of Padanaram Road and Route #39.

Please place the approval of this lease on the agenda of the next Common Council meeting.

Thank you.

Sincerely,



Daniel J. Minahan
Highway Superintendent

DJM:fmb
Attachment

cc B. J. Friscia

3

THIS INDENTURE

Made by and between JOHN R. PATTON, of the City of Danbury, County of Fairfield and State of Connecticut, hereinafter referred to as the LESSOR, and the CITY OF DANBURY, a municipal corporation organized and existing under the laws of the State of Connecticut, hereinafter referred to as the LESSEE, WITNESSETH: That the LESSOR has leased and does hereby lease to the LESSEE all that certain piece or parcel of land consisting of .664 acres and being the northerly portion of a gasoline station site as shown on a map entitled, "Survey for John R. Patton, Clapboard Ridge Road, Danbury, Connecticut", dated July 20, 1968 and filed in the Danbury Land Records as Map No. 4209 to which reference may be had. Said property is further bounded and described as follows:

WESTERLY: By Clapboard Ridge Road, 123.60 feet along a curve;

NORTHERLY: By land of James G. Patton, 195.68 feet;

NORTHEASTERLY: By land of James G. Patton, 133.72 feet;

SOUTHEASTERLY: By remainder of property of the Lessor herein, 325.52 feet;

for the term of one (1) year from the seventh day of November, A. D. 1986 for the annual rent of One Thousand (\$1,000.00) Dollars payable in one payment of One Thousand (\$1,000.00) Dollars upon the signing of this Lease. Said premises shall be used by the LESSEE for storage of salt and sand to be used by the LESSEE for road maintenance during the winter months.

AND THE SAID LESSOR covenants with the said LESSEE that he has good right to lease said premises in manner aforesaid, and that he will suffer and permit the said LESSEE (it keeping all the covenants on its part, as hereinafter contained) to occupy, possess and enjoy said premises during the term aforesaid, without hindrance or molestation from the LESSOR or any person claiming by, from or under him;

AND THE SAID LESSEE COVENANTS with the said LESSOR to hire said premises and to pay the rent therefor as aforesaid, that it will commit no waste nor suffer the same to be committed thereon, nor injure nor misuse the same; and

also that it will not assign this lease nor underlet a part or the whole of said leased premises, nor make alterations therein, nor use the same for any purpose but that hereinbefore authorized, without written permission from said LESSOR but will deliver up the same at the expiration or sooner determination of its tenancy in as good condition as they are now in, ordinary wear, fire and other unavoidable casualties excepted.

PROVIDED, HOWEVER, and it is further agreed that if the said rent shall remain unpaid thirty (30) days after the same shall become payable as aforesaid, or if the said LESSEE shall assign this lease, or underlet or otherwise dispose of the whole or any part of said demised premises, or use the same for any purpose but that hereinbefore authorized or make any alteration therein without the consent of the LESSOR in writing, or shall commit waste or suffer the same to be committed on said premises, or injure or misuse the same, then this lease shall thereupon, by virtue of this express stipulation therein expire and terminate, and the LESSOR may, at any time thereafter, re-enter said premises, and the same have and possess as of his former estate, and without such re-entry, may recover possession thereof in the manner prescribed by the statute relating to summary process; it being understood that no demand for rent, and no re-entry for condition broken, as at common law, shall be necessary to enable the LESSOR to recover such possession pursuant to said statute relating to summary process, but that all right to any such demand, or any such re-entry is hereby expressly waived by the said LESSEE.

AND IT IS FURTHER AGREED between the parties hereto, that whenever this lease shall terminate either by lapse of time or by virtue of any of the express stipulations therein, the said LESSEE hereby waives all right to any notice to quit possession, as prescribed by the statute relating to summary process.

AND IT IS FURTHER AGREED that in case the said LESSEE shall, with the written consent of the said LESSOR endorsed hereon, or on the duplicate hereof, at any time hold over said premises beyond the period above specified as the termination of this lease, then the said LESSEE shall hold said premises upon the same terms, and under the same stipulations and agreements as are in this instrument contained, and no holding over by said LESSEE shall operate to renew this lease without such written consent of said LESSOR.

AND IT IS FURTHER AGREED between the parties hereto, that the LESSEE agrees to comply with, and to conform to all the laws of the State of Connecticut, and by by-laws, rules and regulations of the city and town within which the premises hereby leased are situated, relating to health, nuisance, fire, highways and sidewalks, so far as the premises hereby leased are or may be concerned; and to save the LESSOR harmless from all fines, penalties and costs for violation of or non-compliance with the same, and that said premises shall be at all times open to the inspection of said LESSOR, his agents, to applicants for purchase or lease, and for necessary repairs.

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

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

AND THE LESSEE covenants that in the event the LESSOR is required to employ an attorney in order to enforce a provision of his lease, the LESSEE shall pay a reasonable attorney's fee.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, and to a duplicate of the same tenor and date, this _____ day of _____, 1986.

Signed, sealed and delivered
in the presence of:

By: _____
John R. Patton

CITY OF DANBURY

By: _____
James E. Dyer, its Mayor

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

On this the day of , 1986, before me
 , the undersigned officer, personally appeared
John R. Patton, known to me (or satisfactorily proven) to be the person whose
name is subscribed to the within instrument and acknowledged that he executed
the same for the purposes contained, as his free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

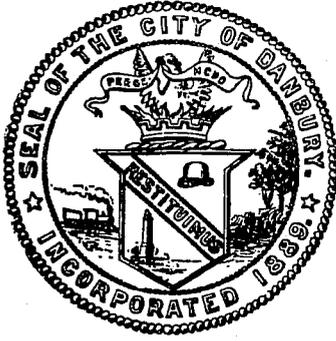
Commissioner of the Superior Court
Notary Public

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

On this the day of , 1986; before me
 , the undersigned officer, personally appeared
James E. Dyer, who acknowledged himself to be the Mayor of the City of Danbury,
a municipal corporation, and that he as such Mayor, being authorized so to do,
executed the foregoing instrument for the purposes therein contained, by
signing the name of the corporation by himself as Mayor.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Commissioner of the Superior Court



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

October 16, _____ A. D., 19 86

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, there is a pressing need for emergency shelter for the homeless in the Danbury area, and

WHEREAS, the State of Connecticut has made grant funds available to assist the City of Danbury in providing such shelter, and

WHEREAS, the City of Danbury must make arrangements with the Salvation Army for the provision of emergency space and services to the homeless in accordance with requirements established by the City of Danbury and the State of Connecticut through its Department of Human Resources;

NOW THEREFORE, BE IT RESOLVED THAT Mayor James E. Dyer be and hereby is authorized to execute a contract with the Salvation Army for the establishment of the shelter the homeless and be it further resolved that Mayor James E. Dyer be and hereby is authorized to take any additional action which may be necessary to accomplish the purposes hereof.



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

REPORT

October 16, 1986

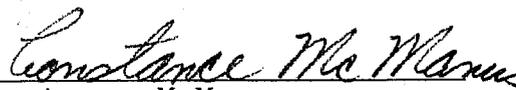
Honorable Mayor James E. Dyer
Honorable Members of the Common Council

Re: Special Services District for Downtown Danbury

The Common Council committee appointed to review the Special Services District for Downtown Danbury met on July 30, at 7:45 P.M., September 24, at 8:00 P.M. and October 15, at 7:30 P.M. Also in attendance at these meetings were representatives of the Downtown Council, Comptroller Dominic Setaro and Assistant Corporation Counsel Eric Gottschalk.

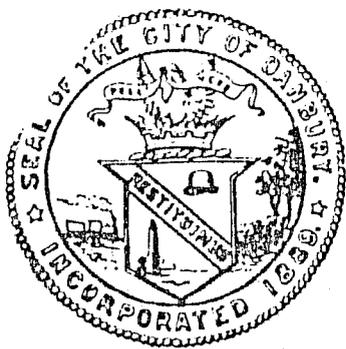
After extensive research and several changes to the proposed ordinance, the committee feels that the ordinance is now ready to be presented for public input. Accordingly, the committee recommends that the Common Council defer the ordinance to public hearing and from there to the committee of the whole where it can be debated or revised in light of the information and opinions received during the public hearing.

Respectfully submitted,


Constance McManus
Chairman


Eugene Eriquez


Stephen Flanagan



ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT

COMMON COUNCIL

4. Holder of record of a taxable interest in real property shall be the corporation, partnership, unincorporated association, trustee, fiduciary, guardian, conservator, or other form of entity or any combination thereof as identified in the records of the City of Danbury.

5. Lessor of Property shall be the holder of a leasehold interest in real property within the district who has subleased all or a portion of said leasehold interest as distinguished from a property owner.

6. Lessee of property shall be the tenant occupying and in possession of premises located on a property in the district.

7. Ex-officio shall denote a non-voting member.

8. Board of Commissioners shall be the executive body elected by the holders of record of a taxable interest in real property to govern the district.

9. Commissioner shall be any single member of the Board of Commissioners, with the exception of the ex-officio members.

10. Fiscal year shall be July 1 to June 30, unless it is changed by vote of the Board of Commissioners and approved by majority vote of the holders of record of a taxable interest in real property.

11. Assessed value of real property for each fiscal year shall be the value of real property as listed on the grand list of the municipality, in effect as of October of the prior year.

Section 19B-3 POWERS OF THE DISTRICT

1. District Legal Status

a. The district is a body politic and corporate subject to such status and regulations that govern such a legal body.

2. Powers

The district shall have the following powers:

a. to sue and be sued;

b. to acquire, hold and convey any real estate, real or personal;

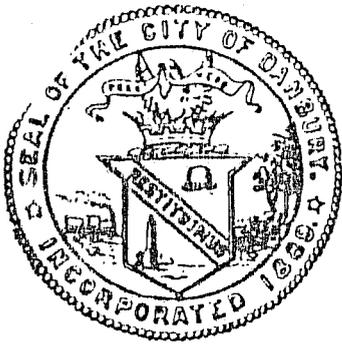
c. to contract;

d. to borrow money, provided any obligation incurred for this purpose shall be discharged not more than one year after it was incurred, and such district may pledge any tax levies received against any such obligation;

e. to recommend to the Common Council of the City of Danbury the imposition of a levy upon the taxable interests in real property within such district, the revenues from which may be used in carrying out any of the powers of such district;

f. to construct, own, operate and maintain public improvements;

g. to provide, within such district, some or all of the services which said City of Danbury is authorized to provide therein, such as security services or cleaning services excluding therefrom any elementary or secondary public education services and provided that such services are not now being provided within any portion of the area included in such district by any multi-town body or authority;



ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT

COMMON COUNCIL

- h. to retain legal counsel with the approval of the Common Council;
- i. to buy, lease, and operate buses, mini-buses or other transportation for shuttle service in the downtown area;
- j. to receive and use gifts and donations for the purposes of the district;
- k. to construct, acquire, or obtain leasehold interests in motor vehicle parking facilities within such district;
- l. to operate a motor vehicle parking facility within such district;
- m. to enter into, fund, and perform agreements which reduce the cost of motor vehicle parking to residents and visitors of such district;
- n. to operate revenue-sharing facilities or events and to use the revenues for district purposes.

Section 19B-4 BOUNDARY OF THE DISTRICT

1. Description

The boundary of the district shall be all that certain piece or parcel of land described on Schedule A attached hereto and made a part hereof.

2. Eligibility of Tax Exempt Property

All property therein shall be included in the district. For the purpose of this district, the property owners of tax exempt property within the district will not be eligible to vote, nor will they be subject to any tax levies, unless the tax exempt status changes. If the tax exempt status changes, the property shall be subject to the district tax levy in accordance with Section 19B-7 of this ordinance, and such levy shall be pro-rated to cover the period from the change of the tax status to the end of the fiscal year.

Section 19B-5 PROCEDURE FOR THE REFERENDUM ESTABLISHING THE DISTRICT

1. Referendum: Voting Procedure

a. Within 45 days of the passage of this ordinance by the Common Council, a ballot shall be prepared and mailed to all holders of record of taxable interest in real property within the district boundary as established by Section 19B-4 of this ordinance.

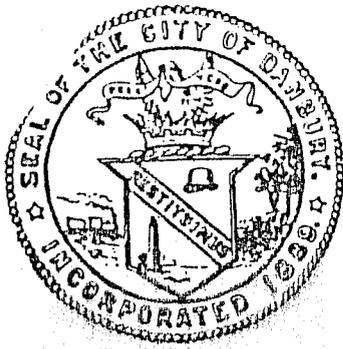
b. The ballot shall be mailed to the address used by the Tax Collector of the City of Danbury for tax collection purposes. The ballots are to be returned by mail or in person to the Town Clerk postmarked or delivered within 15 business days of the initial mailing.

c. Each property owner regardless of the number of properties of record in his name shall be entitled to cast only one ballot which will be so counted in determining whether the necessary majority of property owners have voted in favor of the referendum.

d. The ballot shall be signed by the property owner(s) having at least 50% interest in said property, or a representative of the owner(s) duly authorized to cast such ballot.

2. Referendum: Oversight and Tabulation of Results

a. The referendum ballot shall be overseen by 3 supervisors appointed by the Mayor. The supervisors shall count ballots, and determine results of the referendum, and shall rule on any contested ballots.



ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT

COMMON COUNCIL

b. For the purposes of determining whether the majority of property owners has voted in favor of the resolution, each ballot will be counted in two ways. An abstention will be considered to oppose the district.

i. Each ballot will be counted as a single vote for or against the district regardless of the number of properties of record in his name, except as otherwise provided in Section 19B-5, Subsection 3.c.

ii. Each ballot will be weighted by the assessed value of the property for which the ballot is cast except as otherwise provided in Section 19B-5, Subsection 3.c.

c. A majority of the property owners, by number as hereinbefore defined in Section 19B-5, Subsection 1.c. and by assessed value must vote in favor of the district for the district to be approved.

d. If the district is not approved, this ordinance shall be null and void.

3. Referendum: Appeal

a. Ballots cast for a property owner shall be available for inspection by holders of record of a taxable interest in the property at the Office of the Town Clerk for five business days after the close of the referendum period.

b. Holders of record of a taxable interest in the property may contest in writing the ballot cast to the supervisors of the referendum. All appeals must be submitted within five business days of the close of the referendum period.

c. The supervisors shall evaluate the validity of the appealed ballot. The supervisors will review evidence submitted by the voter and the appellant in making their determination. They may change the ballot if sufficient evidence of improper vote is presented by the appellant. If the supervisors, after a review of the evidence, determine that the ballot was properly cast by owner(s) of a majority interest in said property, then said ballot is binding upon all owners of said property. If the supervisors, after a review of the evidence, determine that the appealed ballot was cast by an owner of only 50% of the interest in said property, then said ballot shall be given a 1/2 weight both as to the count by number and the count by assessed value. The decision of the supervisors shall be final.

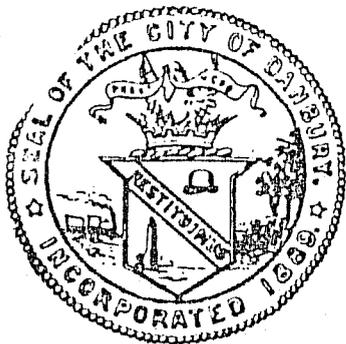
Section 19B-6 DISTRICT ORGANIZATION AND OPERATIONS

1. Commencement of District Operations

a. Within 20 business days of the referendum results creating a district, the Mayor shall call a general meeting of the property owners to nominate and elect the Board of Commissioners.

b. The Board of Commissioners shall meet within 20 business days of the general meeting to prepare the bylaws governing their operations and those of subsequent general meetings.

c. The Board of Commissioners shall prepare the first year's budget for the district and submit it for consideration to the general meeting of the property owners by January 15 of each year.



ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT

COMMON COUNCIL

2. Board of Commissioners

a. The Board of Commissioners shall have five members, two ex-officio members, and three alternates. The five positions on the board will be elected at large from the entire district. Three alternates shall also be elected, to substitute for absent commissioners on a rotating basis. The Commissioners shall be elected from any of the following categories: property owners, lessors of property, lessees of property and employees of any of the aforesaid categories. Any provision to the contrary notwithstanding, it is understood that at any time a commissioner no longer fits in any one of the aforesaid categories, said commissioner shall automatically be terminated. The Board of Commissioners is hereby empowered to fill any vacancies which occur on the Board of Commissioners. The two ex-officio members will be the Mayor and the President of the Common Council.

b. The Board of Commissioners shall be the executive body governing the day-to-day operations of the district. The board shall make administrative decisions and interpret policy for the district.

c. At the first meeting of the Board of Commissioners, bylaws shall be drafted for the operating procedures of the board. The operating bylaws may expand upon the procedures necessary to perform district functions.

d. The term of the five commissioners and the three alternates shall be for two years.

e. With the exception of the first election of the Board of Commissioners, a nominating committee shall be appointed by the Board to prepare nominations for the biennial election. Nominations may also be made at the time of the general meeting.

f. Commissioners shall be elected by a plurality vote of a quorum of property owners present at the general meeting.

g. The Board of Commissioners shall elect officers. The positions shall be determined at the first meeting of the board after the district is created and incorporated into the operating bylaws.

h. The Board of Commissioners shall hire such staff assistance as is considered necessary to perform their duties and as is approved in the budget submitted to the general meeting.

i. The Board of Commissioners and its staff shall be authorized to conduct the business of the district in a responsible manner.

3. General Meetings of Property Owners

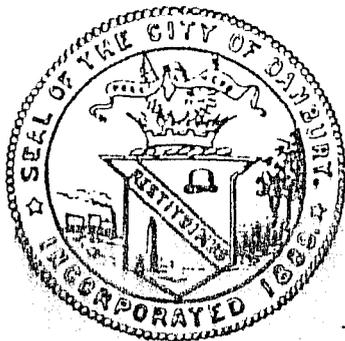
a. There shall be an annual meeting of district property owners present or by proxy to approve the yearly budget and to conduct other such business as is determined necessary.

b. Special meetings may be called by the Board of Commissioners to conduct business that can not be postponed until the annual meeting.

Section 19B-7 DISTRICT REVENUE AND BUDGET

1. District Budget

a. As soon as practical after the enactment of this Special Services District, the district shall adopt a budget for the balance of the fiscal year at a special meeting of property owners, present or by proxy, and shall file said interim budget with the Director of Finance or Comptroller of the City of Danbury forthwith. Thereafter the district shall adopt an annual budget at a general meeting of property owners, present or by proxy,



ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT

COMMON COUNCIL

and shall file the budget with the Director of Finance or Comptroller on or before February 1 each year. The annual budget may be amended as provided in the bylaws of the district. Amended budgets must be filed with the Director of Finance or Comptroller within 15 days of adoption.

b. Upon the adoption of the interim budget the Board of Commissioners shall recommend to the Common Council of the City of Danbury a levy upon taxable interests in real property within said district. Thereafter the Board of Commissioners shall recommend to the Common Council of the City of Danbury, on or before April 1 of each year, a levy upon taxable interests in real property within such district. In accordance with Section 7-339r(d) of the Connecticut General Statutes, it shall be the obligation of the Common Council to impose the recommended levy as a municipal levy and such levy shall be in addition to the regular municipal levy and it shall be the obligation of the City to collect such levy for the benefit of the district.

c. Said Budget shall include an amount to reimburse the City of Danbury for ordinary, customary and usual charges incurred by the City of Danbury for those services performed on behalf of the Special Services District such as preparing and mailing tax bills, collection of taxes and accounting services. Any controversy or dispute arising out of the amount claimed by the City of Danbury as reimbursement for said charges shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

2. Collection of Levy

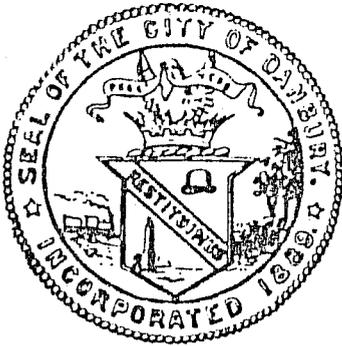
a. The levy upon taxable interests in real property in the district shall be due and payable in four parts, on July 1, October 1, January 1, and April 1, following the adoption of the levy for the fiscal year. On or before July 1 each year, the Tax Collector of the City of Danbury shall bill holders of taxable interest in real property in the district. Any provision to the contrary notwithstanding it is herein provided that as soon as practical following the imposition of the levy based on the interim budget the Tax Collector of the City of Danbury shall bill holders of taxable interest in real property in the district, which tax bill shall be due and payable on April 1, 1987 following the issuance of said bill.

b. Delinquent interest charges shall be assessed on late district tax payments and shall be computed in the same manner as used for establishing delinquent charges on regular property tax bills of the City.

c. The Tax Collector of the City of Danbury shall collect the district tax, interest charges and any other revenue of the district and shall deposit said monies received in a special revenue fund of the City to be maintained by the Treasurer of the City for the benefit of the District.

3. Disbursement of Funds

a. No disbursement shall be made from said fund except in compliance with Chapter VI Section 6-1 of the Revised Charter of the City of Danbury as the same may be amended from time to time and provided further that said disbursement is based upon the written request of a duly authorized representative of the district and only in accordance with the then current approved annual budget of the Board of Commissioners of the district. The district shall set forth in its bylaws procedures for approving disbursement of funds and for requesting such disbursement from the City, including but not limited to, a procedure approved by the Treasurer of the City of Danbury whereby, upon the request of a duly authorized representative of the district, the Treasurer of the City shall issue



ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT

COMMON COUNCIL

checks payable to a special bank account established by the Board of Commissioners and upon which account duly authorized members or agents of the Board of Commissioners may issue checks provided said disbursements are in accordance with the then current annual budget of the Board of Commissioners of the district.

b. All orders on contracts for expenditures approved by the Board of Commissioners on behalf of the District which meet the criteria established in Section 7-339q of the Connecticut General Statutes shall be awarded to the lowest responsible bidder only after public invitation to bid, which shall be advertised in the newspaper having circulation in such special services district.

Section 19B-8 MUNICIPAL OBLIGATIONS

1. Maintenance of Effort and Services

Notwithstanding the powers of the District defined in Section 19B-3 of this ordinance, the City shall continue to be obligated to provide existing municipal services within the district. Further, in keeping with the intent of this ordinance, which is to improve the district through a cooperative effort of the City and the property owners of the district, the City agrees to maintain the existing level of municipal services provided within the district.

2. Municipal Regulations

The district shall be subject to such ordinances of the City as apply to private organizations conducting business with the municipality (e.g., zoning, inland wetland regulations, etc.). The City may waive local fees which may apply to activities conducted by the district.

Section 19B-9 DISSOLUTION OF DISTRICT

The district may be dissolved as provided in Section 7-339s of Chapter 105a of the Connecticut Statutes.

Section 19B-10 SEVERABILITY CLAUSE

All provisions of the Danbury Code of Ordinances in conflict herewith shall not apply to the district and if for any reason any word, clause, paragraph or section of this ordinance shall be held to make the same unconstitutional, this ordinance shall not hereby be invalidated and the remainder of the ordinance shall continue in effect. Any provision herein which is in conflict with the Connecticut General Statutes is hereby repealed, it being understood that said statutes shall take precedence over this ordinance.

Section 19B-11 EFFECTIVE DATE

This ordinance shall within ten (10) days be published in its entirety in the Danbury News Times and shall become effective upon approval in accordance with Section 19B-5 hereof.



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

REPORT

October 16, 1986

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

Re: Request for \$15,000 for a Showhouse

A meeting was held on October 15, 1986 with Carole Torcaso, Donald Sollose, Basil Friscia, Assistant Corporation Counsel Laslo Pinter, Robert Ryerson, Sandra Turcotte and Mary Nahley present.

Mrs. Turcotte and Mrs. Nahley discussed the multitude of benefits that would be brought to the City and Tarrywile Park by having the Showhouse at the mansion. They stated that the Showhouse would be open to the public from May 31, 1987 through June 27, 1987. However, the decorators would need approximately three months to complete their work.

Mr. Ryerson stated that the Fire Marshall had gone through the mansion and that the house is in compliance with the fire code. He stated that parking needs would be addressed by the Parks and Recreation Department. Each organization using the mansion will be asked to show insurance coverage as part of the agreement. A fee structure will be established with the Charles Ives Center for the Arts and the Women's Club being the first to adhere to this fee.

A special exception would be necessary to permit the proper zoning for commercial use. Attorney Pinter will secure such permit.

The \$15,000 request would be used as "start-up" money and would be returned to the City at the close of the Showhouse.

Dominic Setaro^{HAS} recommended that the \$15,000 be taken from the Capital Improvement monies that have been set aside for Tarrywile Park. When the show closes, the \$15,000 will be returned to this account.

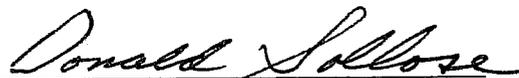
Mr. Sollose made a motion to approve the request for \$15,000 as an advance toward financing the Showhouse and that an agreement be drawn up between the Women's Club and The Charles Ives Center for the Arts and the Parks and Recreation Department to include rental fees.

Motion seconded and passed unanimously.

Respectfully submitted,



CAROLE TORCASO
Chairperson



Donald Sollose



Stephen Flanagan

6

*The Woman's Club
of Danbury/New Fairfield*

October 15, 1986

Common Council Committee
City of Danbury
Danbury, Connecticut 06810

Dear Sirs and Madam,

The Woman's Club of Danbury-New Fairfield is prepared to co-sponsor a Designers' Show House to open in June of 1987. We are requesting your approval to use the Tarrywile Mansion (designated as a future Community House) in Tarrywile Park for this Show House. Our goal is to raise between \$70,000 and \$100,000. The profits would be shared by the Woman's Club and The Charles Ives Center for the Arts, the other co-sponsor. The Woman's Club would receive 60% of the profit. We would like to keep \$3,000 for our on going scholarship program and would give the balance of our 60% to Tarrywile Park to continue the improvement of the Mansion for its ultimate use as a Community House. The Charles Ives Center would receive the 40% balance of the profits.

Our work needs to begin immediately if the Show House is to open next June. The Show House would be open to the public for four weeks. An event of this magnitude which needs approximately 1500 volunteers fosters community spirit, and community spirit can save the city money. Once the interior designers have showcased their talents, the house is left with freshly painted walls, ceilings, and refinished floors.

The project also needs money to make money. As a non-profit organization, the Woman's Club does not have the necessary funds to front the project. Between \$10,000 to \$15,000 seed money is required. The first income is generated from the sale of advertising in the Program Book and this is not collected until January and February of 1987.

This event is not without rules, regulations, and contracts. Designers obligations and restrictions are defined in advance so that historically significant features of the house are preserved. Planning begins now, but we would not occupy the house on a full time basis until late March. A lease should be drawn for this time period as well as a contract for the use of the seed money if the City agrees to front the project.

I would be happy to answer any further questions regarding this project. Thank you for your consideration of the Show House.

Sincerely,

Sandra Turcotte
Sandra Turcotte

Ways and Means Chairman



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

REPORT

October 16, 1986

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

Re: Request for \$15,000 for a Showhouse

A meeting was held on October 15, 1986 with Carole Torcaso, Donald Sollose, Basil Friscia, Assistant Corporation Counsel Laslo Pinter, Robert Ryerson, Sandra Turcotte and Mary Nahley present.

Mrs. Turcotte and Mrs. Nahley discussed the multitude of benefits that would be brought to the City and Tarrywile Park by having the Showhouse at the mansion. They stated that the Showhouse would be open to the public from May 31, 1987 through June 27, 1987. However, the decorators would need approximately three months to complete their work.

Mr. Ryerson stated that the Fire Marshall had gone through the mansion and that the house is in compliance with the fire code. He stated that parking needs would be addressed by the Parks and Recreation Department. Each organization using the mansion will be asked to show insurance coverage as part of the agreement. A fee structure will be established with the Charles Ives Center for the Arts and the Women's Club being the first to adhere to this fee.

A special exception would be necessary to permit the proper zoning for commercial use. Attorney Pinter will secure such permit.

The \$15,000 request would be used as "start-up" money and would be returned to the City at the close of the Showhouse.

Dominic Setaro recommended that the \$15,000 be taken from the Capital Improvement monies that have been set aside for Tarrywile Park. When the show closes, the \$15,000 will be returned to this account.

Mr. Sollose made a motion to approve the request for \$15,000 as an advance toward financing the Showhouse and that an agreement be drawn up between the Women's Club and The Charles Ives Center for the Arts and the Parks and Recreation Department to include rental fees.

Motion seconded and passed unanimously.

Respectfully submitted,

CAROLE TORCASO
Chairperson

Donald Sollose

Stephen Flanagan

OCTOBER 16, 1986

COMMITTEE REPORT

The ad hoc committee appointed to review the request of Deer Hill Development for sewer and water extension for 130 Deer Hill Avenue, met on Thursday October 16, 1986 at 6:00 PM.

In attendance were committee members Torian, Hadley and Zotos, City Engineer J. Schweitzer, Director of Public Works B. Francia and the petitioner, Mr. JAY Buzaid.

Mr. Buzaid informed the committee that his request involved a sewer and water hookup from West Wooster ST, through his project and out to Deer Hill Avenue. His project encompassed 4 buildings

totalling 20 2-Bedroom condominium units.

Building A	6 units
" B	3 units
" C	5 units
" D	6 units
TOTAL	<u>20 units</u>

Mr. Buzaid noted that the majority of his applicants would be in the 55 to 60 year old age bracket.

The committee heard comments from the City Engineer and Director of Public Works that the project is a desirable and

well within the city system capacity. The Planning Commission voted a positive recommendation for the extension of water and sewer lines to this project.

Councilman Zotos moved the committee recommend approval of the petition to the Common Council subject to the eight (8) Standard stipulations (attached) relating to water and sewer projects, recorded by Councilman Hadley. The vote was unanimous.

Respectfully submitted,

EDWARD T. TORIAN CHAIRMAN

PHILIP N. HADLEY

NICHOLAS ZOTOS

RE: APPLICATION OF DEER HILL DEVELOPMENT COMPANY
FOR SEWER AND WATER EXTENSION AT
130 DEER HILL AVENUE, DANBURY, CT.

The Sewer & Water Extension 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
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 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 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 lines.

8. THIS APPROVAL SHALL EXPIRE EIGHTEEN (18) MONTHS FOLLOWING THE DATE OF COMMON COUNCIL ACTION

RESPECTFULLY SUBMITTED

EDWARD T. TORIAN CHAIR

PHILIP W. MADLEY

NICHOLAS ZOTOG

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RESPECTFULLY SUBMITTED

Edward T. Torian CHAIRMAN
EDWARD T. TORIAN

Philip N. Hadley
PHILIP N. HADLEY
Nicholas Zotos
NICHOLAS ZOTOS