

COMMON COUNCIL MEETING AGENDA

NOVEMBER 7, 1985

Meeting 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, Foti, Torcaso, Esposito, Godfrey, Flanagan, Zotos, Chianese, Skoff, McManus, DaSilva, Gallo, Cassano, Charles, Boynton, Butera, Durkin, Eriquez, Farah, Torian.

19 Present 2 Absent

NOTICES FROM MAYOR DYER

CONSENT CALENDAR

The Consent Calendar was

MINUTES ✓

Minutes of the Common Council Meeting held on October 1, 1985 and on October 10, 1985.

The Minutes were

01 CLAIMS ✓

Josephine Priar - Jean J. Bastian - David A. Leahey - Travis P. Lynch - Robert Sulliman, Jr. - Peter P. Winter - Rose Heyman - Vincent Iovino Jr. & Jinx Iovino for Kerry Iovino - Mrs. Frank Dekany, Jr.

The Claims to be referred to the Claims Committee and Assistant Corporation Counsel for Claims - Atty. L. Riefberg.

02 RESOLUTION ✓

Hayestown Avenue Road Widening Project.

The Resolution was

03 RESOLUTION ✓

Hillandale Road Sewer Project - City to acquire sewer easements and slope rights from Seven-Hundred Thousand Corporation.

The Resolution was

04 RESOLUTION ✓

Request from the Welfare Department for a Social Service Block Grant.

The Resolution was

05 RESOLUTION ✓

Airport Drainage Study

The Resolution was

COMMON COUNCIL MEETING AGENDA

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- 06 ✓  
WARRANTY DEED - Bear Mountain Road - Road Widening parcels  
The Warranty Deed was

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- 07  
COMMUNICATION - Petition of Billingslea Assoc. for sewer & water to property located on Mill Plain Road.  
The Communication was *Withdrawn*

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- 08 ✓  
COMMUNICATION - Application of McMersaun Assoc. for sewer & water extension - South Street.  
The Communication was

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- 09  
COMMUNICATION - Request of Richard Finaldi to extend sewer line to 105 Park Ave.  
The request was

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- 010  
COMMUNICATION - Request of Richard Finaldi to extend sewer line to Hobson St.  
The request was

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- 011  
COMMUNICATION - Request of Mendik Company for sewer extension - Newtown Road.  
The request was

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- 012 ✓  
COMMUNICATION - Drainage problem on Hausmann Road.  
The Communication was

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- 013 ✓  
PETITION ✓ To accept Ann Drive  
The Petition was

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- 014 ✓  
COMMUNICATION - Request to accept Cedar Road.  
The Communication was

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- 015 ✓  
COMMUNICATION - Street renumbering - Spruce Mountain Road.  
The Communication was

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- 016 ✓  
COMMUNICATION - Request to purchase property on Serre Road  
The request was

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- 017 ✓  
COMMUNICATION - Request from Fire Chief Charles Monzillo to eliminate the use of sirens for fire warnings.  
The request was

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- 018 ✓  
COMMUNICATION - Lease of Concession stand at Candlewood Park.  
The Communication was \_\_\_\_\_
- 019 ✓  
COMMUNICATION - Report from Police Dept. re: Franklin & Hoyt Streets.  
The Communication was \_\_\_\_\_
- 020 ✓  
MEMORANDUM OF AGREEMENT - Between the City of Danbury and Teamsters Union Local #677 - Public Utilities Department.  
The Agreement was \_\_\_\_\_
- 021 ✓  
COMMUNICATION - Appointment of Comptroller for the City of Danbury.  
The Communication was \_\_\_\_\_ & appointment confirmed.
- 022  
COMMUNICATION - Appointment to the Aviation Commission.  
The Communication was \_\_\_\_\_ & appointment confirmed.
- 023 ✓  
COMMUNICATION - Appointments to the Redevelopment Agency.  
The Communication was \_\_\_\_\_ & appointments confirmed.
- Withdrawn*  
024  
COMMUNICATION - Appointments to the Richter Park Authority.  
The Communication was \_\_\_\_\_ & appointments confirmed.
- 025 ✓  
COMMUNICATION - Appointment to the Civil Service Commission.  
The Communication was \_\_\_\_\_ & appointment confirmed.
- Withdrawn*  
026  
COMMUNICATION - Appointment of Danbury Police Department Officers.  
The Communication was \_\_\_\_\_ & appointments \_\_\_\_\_.
- 027 ✓  
COMMUNICATION - Telephone System Update - Danbury Fire Dept.  
The Communication was \_\_\_\_\_
- 028 ✓  
COMMUNICATION - Range Proposal - Danbury Police Dept.  
The Communication was \_\_\_\_\_
- 029 ✓  
COMMUNICATION - Request for Park Maintainers  
The Communication was \_\_\_\_\_

COMMON COUNCIL MEETING AGENDA  
NOVEMBER 7, 1985  
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029-1 ✓

DEPARTMENT REPORTS

Fire Chief  
Fire Marshal  
Building Dept.  
Airport Administrator

Health Inspector  
Housing Inspector  
Blood Pressure Program  
Non-Profit Development Corp.

The Reports were

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030  
REPORT ✓

Acceptance of Cannonball and Marc Roads.

The Report was

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031  
REPORT ✓

Request from Trio Assoc., owner of the Belvedere Restaurant.

The Report was

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032  
REPORT ✓

Request from Groveland Corporation for an easement or license to construct a cafe-type enclosure.

The Report was

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033  
REPORT &  
ORDINANCE ✓

Section 17-74 - re: Blasting.

The Report was accepted and Ordinance deferred for public hearing.

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034  
REPORT ✓

State of Conn. to purchase 2.07+ acres of land from the City of Danbury.

The Report was

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035  
REPORT &  
RESOLUTION ✓

Lease of Danbury Railroad Station.

The Report was & Resolution adopted.

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036  
REPORT ✓

Land Acquisition Committee - Progress Report

The Report was

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037  
REPORT ✓

Land Acquisition Committee Recommendations.

The Report was

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038  
REPORT ✓

Sewer & Water - Oil Mill Road

The Report was

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COMMON COUNCIL MEETING AGENDA

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039 ✓

REPORT

Request from Conn. Limousine Service for water extension - Old Ridgebury Road & Mill Plain Road.

The Report was

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040

Withdrawn

REPORT & ORDINANCE

Veterans Exemptions.

The Report was accepted and Ordinance deferred for public hearing

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041 ✓

COMMUNICATION

- Request for permission to conduct annual Wood Sale.

The Communication was

---

042 ✓

COMMUNICATION

- Request from Planned Parenthood of Conn. Inc.

043 ✓

COMMUNICATION

- Traffic problems on Wildman St.

The Communication was

---

044 ✓

COMMUNICATION

- Land adjacent to the new Mall for sale to the City

The Communication was

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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 \_\_\_\_\_ O'Clock P.M.

1

**SCOZZAFAVA, CHAN, MITCHELL & STELLJES**

ATTORNEYS AT LAW  
82 NORTH STREET  
POST OFFICE BOX 119  
DANBURY, CONNECTICUT 06810

VINCENT R. SCOZZAFAVA

(203) 794-1020

JACKIE CHAN

DONALD A. MITCHELL

CHARLES F. STELLJES\*

MARTIN J. LAWLOR, JR.

PETER S. VANNUCCI

GUY L. DEPAUL

\*ALSO ADMITTED IN NEW YORK

RECEIVED  
OCT 29 1985  
OFFICE OF CITY CLERK

October 28, 1985

Ms. Elizabeth Crudginton  
City Clerk  
City of Danbury  
City Hall  
Danbury, CT 06810

Re: Josephine Priar

Date of Loss: April 28, 1985

NOTICE OF INTENT TO COMMENCE ACTION

Dear Ms. Crudginton:

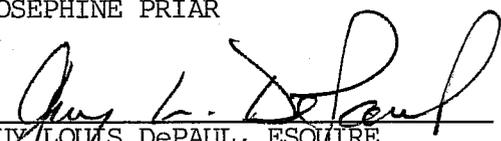
Pursuant to Section 7-465 of the Connecticut General Statutes, as amended, notice is hereby given to you of the intention of the above-mentioned individual to commence an action against the City of Danbury for physical damages to her person and property arising from an automobile accident in the City of Danbury on April 28, 1985 at approximately 9:10 p.m.

At that time, Miss Priar was operating her vehicle on New Street approaching the light at the intersection with West Street. As she entered the intersection, her car was struck by a patrol car driven by Officer Matthew McNally of the Danbury Police Department. Our client was proceeding through a green light and was struck as Officer McNally ran the red light in proceeding on West Street.

Furthermore, please be advised that said collision occurred at the intersection of West Street and New Street in the City of Danbury.

JOSEPHINE PRIAR

BY:

  
GUY LOUIS DEPAUL, ESQUIRE

Her Attorney

SCOZZAFAVA, CHAN, MITCHELL & STELLJES  
82 North Street  
Danbury, CT 06810

MULVEY & KOROTASH  
ATTORNEYS AT LAW  
THE WEST STREET BUILDING  
31 WEST STREET  
P.O. BOX 751  
DANBURY, CONNECTICUT 06810

JAMES R. MULVEY  
MARK W. KOROTASH

October 17, 1985

TELEPHONE (203) 792-5900

Elizabeth Crudgington, City Clerk  
City of Danbury  
Town Hall  
Danbury, Connecticut 06810

RECEIVED  
OCT 25 1985  
OFFICE OF CITY CLERK

Re: Jean J. Bastian

Dear Ms. Crudgington:

Please be advised that this office represents Jean J. Bastian, 113 Lawrence Drive, Putnam Lake, New York.

Please be advised that on August 9, 1985 at approximately 12:15 p.m., Mrs. Bastian fell on a jagged and uneven sidewalk located on the westerly side of Delay Street, approximately 200 feet northerly of the intersection of Delay Street with Liberty Street. This accident was caused by the jagged and uneven condition of the sidewalk on Delay Street. As a result of this fall, Mrs. Bastian suffered a sprain of her wrist and thumb, her shoulder and her knee. As Mrs. Bastian intends to seek damages from the City of Danbury as a result of her fall, this Notification is being sent to you as a condition of suit in accordance with Section 13a-149 of the Connecticut General Statutes.

Thank you for your attention.

Very truly yours,  
MULVEY & KOROTASH

  
James Ryan Mulvey

MWK:pm

RECEIVED

OCT 11 1985

OFFICE OF CITY CLERK

October 8, 1985

TO WHOM IT MAY CONCERN:

On or about September 20, 1985 my 1985 Oldsmobile Cutlass was legally parked on Raymond Place, which is a city owned and maintained street within the city of Danbury. At this time a dead tree limb fell from a city owned tree and struck the rear trunk lid of my car causing damage to it. Enclosed is an estimate for repair.

I have since contacted the Tree Department and spoke to a Rick Smith about the condition of this particular tree and informed him that there are numerous dead limbs which might cause problems in the future. He stated that he would be over to inspect it and do whatever is necessary to it.

Thank you for your consideration of this matter.

Sincerely,

*David A. Leahey*

David A. Leahey  
4 Raymond Place  
Danbury Ct. 06810  
743-6183

# Estimate Report

013095

NAME DAVID LEAKEY DATE 10/4/95 BUS. PHONE \_\_\_\_\_  
 ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ PHONE RES. \_\_\_\_\_  
 YEAR 85 MAKE Chrysler MODEL 4dr I.D. NO. \_\_\_\_\_  
 PAINT CODE Grey PROD. DATE \_\_\_\_\_ TRIM \_\_\_\_\_ MILEAGE \_\_\_\_\_ LICENSE NO. \_\_\_\_\_  
 WRITTEN BY One 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			repair dent rear lid	—	5	20	
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							
26							
27							
28							
29							
30							
TOTALS							

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

## BODYWORKS AUTO BODY

~~63 Triangle Street~~ Chestnut St  
 Danbury, Connecticut 06810  
 Phone (203) 794-0700

**No Guarantee Against Rust Return**

PARTS Prices subject to invoice	\$	<u>14.00</u>
LABOR _____ hrs. @ \$ _____	\$	<u>56.00</u>
Shop Supplies	\$	<u>26.00</u>
PAINT _____ hrs. @ \$ _____	\$	<u>0.00</u>
Paint Supplies	\$	<u>0.00</u>
Towing/Storage	\$	<u>0.00</u>
Sublet/Miscellaneous	\$	<u>0.00</u>
SUB TOTAL	\$	<u>96.00</u>
TAX	\$	<u>0.00</u>
TOTAL ESTIMATE	\$	<u>96.00</u>

Hi Field Rd.  
Washington Depot, Ct., 06794  
Oct. 15, 1985.

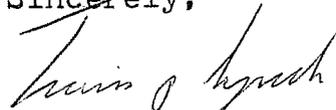
Town Clerk  
Danbury Town Hall  
155 Deer Hill Ave.  
Danbury, Ct. 06810.

Dear Sir:

I am writing concerning damage to my uncle's 1985 Isuzu pick-up truck as a result of a faulty storm drain located on Coal Pit Rd., in Danbury. The incident occurred at 7:00 PM on 9/25/85 as the vehicle moved over the drain causing the grate to spring up and strike the rear bumper. The block work supporting the drain had been damaged causing the frame to come loose and the grate to spring up as the car moved over it. This was a direct quote of the town repair men to Officer P. Colla. See his report enclosed.

Insurance coverage on the truck has a \$250.00 deductible clause, therefore the owner, Mr. Paul S. Marchese did not report the damage to his insurance Co. Since it was the faulty drain that caused the damage, I respectfully request that the City of Danbury remit the \$237.75 as shown on the enclosed bill.

Sincerely,

  
Travis P. Lynch.

RECEIVED

OCT 23 1985

OFFICE OF CITY CLERK

# POLICE ACCIDENT REPORT

PR-1 Rev. 11-83

USE ONLY  
Please send to STATE OF CONNECTICUT DEPARTMENT OF MOTOR VEHICLES Accident Security Unit 60 State Street Wethersfield, Connecticut 06109

PD  
1.6 MVD CASE NUMBER

7-12 DATE OF ACCIDENT (month) (day) (year) <b>09/25/85</b>	DAY OF WEEK <b>WED</b>	13-16 TIME (military) <b>1911</b>	#KILLED <b>-</b>	#INJURED <b>-</b>	#OF VEHICLES INVOLVED <b>1</b>	POLICE CASE NUMBER <b>85-29001</b>
17-19 CITY OR TOWN (name) (City Town Code) <b>DANBURY 1034</b>		ACCIDENT OCCURRED ON (street name or route #) AT ITS INTERSECTION WITH (street name or route #) <b>COAL PIT HILL RD. &amp; ROBIN HILL APT. DRIVEWAY</b>				
IF NOT AT INTERSECTION 1. Give distance and <i>J</i> either "Feet" or "Tenths" of a mile. <input type="checkbox"/> Feet <input type="checkbox"/> Tenths 2. Check ( <i>J</i> ) direction. North <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W 3. Give nearest intersecting street (name or route #) underpass, overpass, bridge, river or town line. DO NOT USE house #, utility pole #, or business name.						

## OPERATOR AND VEHICLE #1

## OPERATOR AND VEHICLE #2 (or pedestrian)

OPERATOR #1 NAME (last first middle initial)  
**LUNCH, TRAVIS P. 35**

ADDRESS (street number and name)  
**HIFIELD RD.**

CITY OR TOWN STATE ZIP CODE 20 SEX  
**DANBURY DEPT, CT 06794 M**

Lic State Code 24-48 OPERATOR LICENSE NUMBER 49-54 Date of Birth DOT ONLY  
**06 214446591 09/12/64 11**

VEHICLE #1 OWNER NAME (if same as operator #1 enter same)  
**MARCHESE, PAUL**

ADDRESS (street number and name)  
**29 BALWICK RD**

CITY OR TOWN STATE ZIP CODE  
**GREENWICH CT. 06830**

40-41 PLATE # AND STATE CODE VEHICLE YEAR AND MAKE  
**89077 106 1985 ISUZU**

VEHICLE MODEL NAME BODY TYPE (e.g. 4-door sedan, truck, etc.)  
**PKUP 2DR PKUP**

44-61 VEHICLE IDENTIFICATION NUMBER (not engine number) DOT ONLY  
**JAABL14A8F0708215 12**

Did operator carry a current Connecticut No-Fault Insurance I.D. Card in vehicle as required under CGS, Section 14-12b  YES  NO

NAME OF AUTOMOBILE INSURANCE CO. AUTOMOBILE INSURANCE POLICY NO.  
**GOVT EMPLOYEES INS. CO 937-77-79**

PARTS OF VEHICLE DAMAGED (i.e. left front fender, etc.)  
**REAR BUMPER**

VEHICLE #1 TOWED TO (if not towed, indicate "none")  
**none**

OPERATOR #2 OR PEDESTRIAN NAME (last first middle initial)

ADDRESS (street number and name)

CITY OR TOWN STATE ZIP CODE 21 SEX

Lic State Code 9-33 OPERATOR LICENSE NUMBER 34-39 Date of Birth  
**2**

VEHICLE #2 OWNER NAME (if same as operator #2 enter same)

ADDRESS (street number and name)

CITY OR TOWN STATE ZIP CODE

42-43 PLATE # AND STATE CODE VEHICLE YEAR AND MAKE  
**1**

VEHICLE MODEL NAME BODY TYPE (e.g. 4-door sedan, truck, etc.)

7-24 VEHICLE IDENTIFICATION NUMBER (not engine number)  
**3**

Did operator carry a current Connecticut No-Fault Insurance I.D. Card in vehicle as required under CGS, Section 14-12b  YES  NO

NAME OF AUTOMOBILE INSURANCE CO. AUTOMOBILE INSURANCE POLICY NO.

PARTS OF VEHICLE DAMAGED (i.e. left front fender, etc.)

VEHICLE #2 TOWED TO (if not towed, indicate "none")

DAMAGE TO PROPERTY OTHER THAN INVOLVED VEHICLES  
1. Describe the property and extent of damage (e.g. 50 feet of fence knocked down);  
2. Give name and address of property owner

WITNESSES

AGE	SEX	NAME AND ADDRESS OF WITNESS
<b>25</b>	<b>F</b>	<b>ELIZBETH SISUAN 124 COALPIT HILL RD APT I-3 DANBURY</b>
AGE	SEX	NAME AND ADDRESS OF WITNESS

	J I K			L NAME AND ADDRESS (or operator #1 operator #2 etc.)	M	N	O	P	Q	R
	25	26	27-28							
1	<b>1</b>	<b>N</b>	<b>O</b>	OPERATOR #1 <b>SAME</b>	<b>22</b>	<b>M</b>	<b>03</b>	<b>-</b>		
2				OPERATOR #2 OR PEDESTRIAN (circle the one which applies)						
3	<b>1</b>	<b>N</b>	<b>O</b>	<b>ELIZBETH SISUAN</b>	<b>25</b>	<b>F</b>	<b>03</b>	<b>-</b>		
4										
5										
6										
7										
8										

ALL INVOLVED PERSONS

PLEASE DRAW A DIAGRAM OF WHAT HAPPENED (be sure to include all vehicle, pedestrian and bicyclist maneuvers both prior and after the collision)

Draw an arrow pointing north in this circle.

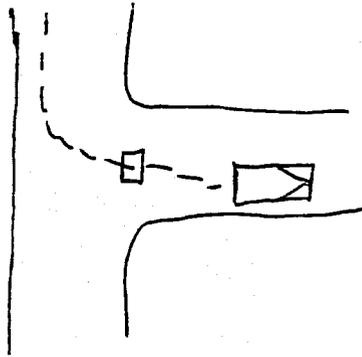


DIAGRAM SECTION

DIRECTION OF TRAVEL OF EACH VEHICLE, PEDESTRIAN, ETC.  
 VEHICLE #1 going  N  S  E  W on COAL PIT HILL DRIVE VEHICLE #2 going  N  S  E  W on \_\_\_\_\_

PLEASE GIVE A COMPLETE DESCRIPTION OF WHAT HAPPENED (be sure to explain any prior response marked with an asterisk)

TRAVELLING SOUTH ON COAL PIT HILL ROAD, OPERATOR TURNED RIGHT ON TO THE DRIVEWAY OF THE ROBIN HILL APTS. AS HE ROLLED OVER THE STORM DRAIN AT THE WEST END OF THE DRIVEWAY THE PROTECTIVE GRATE POPPED OUT OF THE DRAIN STRIKING THE REAR BUMPER AND LANDING 5 FEET FROM ITS OPENING. PUBLIC WORKS WAS NOTIFIED AND STATED THAT THE BLOCK WORK SUPPORTING THE GRATE HAD BROKEN AND THE ENTIRE FRAME CAME LOOSE.

WERE MEASUREMENTS TAKEN?  Yes  No PHOTOS?  Yes  No

Roam	AL	Dr	NIR	Ramp	TR #	Cl	Sl	Cum Mile	Rd Ty	I	SF	Local Road Location															
22	25	26	27	28	30	31	34	35	36	37	38	39	44	45	46	47	48	49	50	53	54	57	58	61	62	65	
CF	Col	Card	Card	Alpha Description																							
66	67	68	69	7																							
CV	Dir	Man	Obj #1	L	Obj #2	L	P	C	Dir	Man	CV	Dir	Man	60-62	Obj #1	L	Obj #2	L	P	C	Dir	Man	Card	5			

NAME OF PERSON ACTION WAS TAKEN AGAINST	TYPE OF ENFORCEMENT ACTION ( / one ) <input type="checkbox"/> Arrest <input type="checkbox"/> Written Warning <input type="checkbox"/> None <input type="checkbox"/> Other	COURT DATE AND TOWN CODE
CHARGE	ORDINANCE NUMBER	UNIFORM SUMMONS/COMPLAINT NUMBER
NAME OF PERSON ACTION WAS TAKEN AGAINST	TYPE OF ENFORCEMENT ACTION ( / one ) <input type="checkbox"/> Arrest <input type="checkbox"/> Written Warning <input type="checkbox"/> None <input type="checkbox"/> Other	COURT DATE AND TOWN CODE
CHARGE	STATUTE OR ORDINANCE NUMBER	UNIFORM SUMMONS/COMPLAINT NUMBER

NAME AND SIGNATURE OF INVESTIGATING OFFICER <u>SPO G. Hall</u>	RADGE NUMBER <u>S-22</u>	DEPARTMENT NAME <u>DANBUR</u>	REPORT DATE <u>09/25/85</u>	CASE STATUS Open <input type="checkbox"/> Closed <input checked="" type="checkbox"/>	SUPERVISOR <u>[Signature]</u>
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**Vinnie's Depot Service Station**  
 Rte. 47 and Main Street  
 WASHINGTON DEPOT, CONNECTICUT  
 203 - 638-7201

NAME: VINCENT MARCHESE  
 ADDRESS: [blank]  
 CITY: [blank] PHONE: [blank]  
 ORDER WRITTEN BY: [blank] CUSTOMER'S ORDER NUMBER: [blank]  
 YEAR, MAKE AND MODEL: 1985 ISOLHU RPO  
 SERIAL NUMBER: [blank] MOTOR NUMBER: [blank]  
 LICENSE NUMBER: 9901197  
 SPEEDOMETER: [blank]  
 DATE OF ORDER: 4-20-85  
 WHEN PROMISED: M2 000789

QTY	PART NO. AND DESCRIPTION	AMOUNT
1	See H Receipt	130 -
2 TOTAL PARTS ..... 130 -		
ACCESSORIES		
3 TOTAL ACCESSORIES ..... -		

1 DESCRIPTION OF WORK		AMOUNT
Labor on [unclear] 27. + [unclear] 9 rear brackets + [unclear] 5 38 hrs 98 -		98 -
2 TOTAL PARTS ..... 130 -		
ACCESSORIES		
3 TOTAL ACCESSORIES ..... -		

LBS. GREASE	LUBRICATE	CHANGE ENGINE OIL	TRANS.	DIFF.	WASH	1 LABOR	2 PARTS	3 ACCESS	TAX	TOTAL
	<input type="checkbox"/>	98 -	130 -	-	915	237.95				

ESTIMATES ARE FOR LABOR ONLY MATERIAL ADDITIONAL

I hereby authorize the above repair work to be done along with the necessary materials. You and your employees may operate above vehicle for purposes of testing, inspection, or delivery at my risk. An express mechanic lien is acknowledged on above vehicle to secure the amount of repairs thereto. It is also understood that you will not be held responsible for loss or damage to cars or articles left in cars in case of fire, theft or non-attendance.

**PAY THIS AMOUNT**

RECEIVED  
OCT 2 1985  
OFFICE OF CITY CLERK

✓ 727 Redding Rd.  
West Redding, Ct.  
Sept. 16, 1985

To whom it may concern;

Reference is made to my previous calls to City Clerk's office, during August, 1985.

On July 25, 1985 (Thursday), at approximately 12 PM, the vehicle I was driving, my 1977 Buick Limited, was sprayed with a mixture of cement and water, or a mixture similar to that, as I was traveling on I-84 (westbound). This mixture was spilled from the Westville Ave. Ext. overpass, which of or BB construction company was working on, apparently on contract from the city of Danbury.

Estimates obtained run between six (6) hours and eight (8) hours to paint said vehicle, at \$30 p/hr. The paint needed for the hood, top and trunk would be approximately two

Pg. 2  
Sullivan

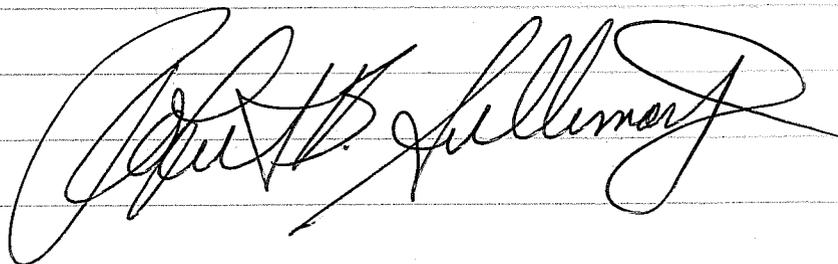
quarts of paint at \$15/qt,  
for a total of \$30.00. The  
high figure was \$270.00 and  
the low figure \$210.00.

I am employed at  
Henry Abbott Tech. School, Danbury.  
You may contact me at 797-4442 or  
797-4460.

My residence is;

Robert B. Sullivan Jr.  
727 Redding Rd.  
West Redding, Ct. 06896  
203/938-9171

Thank you for your consideration  
in this matter.



September 26, 1985

To: Claims Committee of the Common Council  
From: Peter P. Winter  
Subject: Claim for Damages and Cost due to Sewer Line backup

RECEIVED  
OCT 1 1985  
OFFICE OF CITY CLERK

The following is statement of claim against the City of Danbury for damages to my home, resulting in clean up and repainting, interruption of sewer service and undue stress to my wife and self. The claim is in the amount of \$3,462.00.

The background information to substantiate my claim for three separate incidents of sewer line blockage in the street that caused sewer water to fluid my basement.

The first incident was on September 19, 1980. Thinking that it was my line, I contacted Roto-Rooter which did not find blockage in my line. I called the Sewer Department and they sent two men to clear the line on the street. The charge for Roto-Rooter was \$70.00 of which I have a cancelled check.

On June 12, 1985 once again we had this foul water back up into my basement. Again thinking that it was my sewer line, had Roto-Rooter come in to clean my line, but they could find no blockage. I called the Sewer Department and when the employees came requested that Roto-Rooter continue down from the lateral to clear out the City line, which when hitting the root mass in the street opened the back up. For this I paid \$96.00 for cleaning 120 feet of line. Incidentally, my line including lateral is roughly 96 feet.

On August 10, 1985, this stinking mess started to erupt through my washing machine drain. The pressure was unbelievable rising  $3\frac{1}{2}$  feet in the air spraying everything and covering the floor. At first I held my hand over the pipe, but it continued to leak from this connection and the clean out plug. I made a cloth plug, but the pressure was so great it still sprayed out around the edges. We called Roto-Rooter about 11:00 A.M. and we attempted to catch the flow into 5 gallon plastic buckets, sponge mop and beach towels but could not keep the floor from being flooded with this mess, and will estimate that better than half of the basement area had several inches of this fluid on the floor. We captured by mopping, toweling and draining about 35 pails of this stinking water. About 2:30 P.M. (estimate) Rick from Roto-Rooter came in and as soon as he checked the pressure he informed me to contact the Sewer Department as this was pressure from the outside. As this was Saturday, Mr. Alves of the Department was contacted and responded promptly. He made a dye test and then obtained the truck to clean the City sewer line by hydraulic pressure. After several attempts, he finally broke through and the sewer flowed free. All this time we continued to mop and try to pick up this mess.

Due to the warmth, the effluvium was extremely strong! We scrubbed with lysol and Pinesol but we had to leave our home Saturday evening and again on Sunday. We have worked almost everyday since August 10, 1985 scrubbing, disinfecting, repainting and putting blocks under appliances in case it happens again. The water damage plus mildew has resulted in a lot of work.

These incidents, especially the last two, have caused undue stress and strain on my wife and self and has been a definite hardship on both of us. There is another area of great concern to both of us, and that is being both retired we leave our home for extended periods of time. Can I have some assurance that this prevailing condition be rectified?

The claim is for compensation for money expended for Roto-Rooter, replacement cost of furniture, shoes, rugs damaged and removed, extensive clean up and the contamination, painting and punitive damages.

The amount of claim is as follows:

1.	Roto-Rooter - September 19, 1980	\$	70.00
2.	Roto-Rooter - June 12, 1985 (Bill of August 10, 1985 sent to Sewer Department)		96.00
3.	3 pairs of shoes		180.00
4.	1 Tourister Pullman Bag (suitcase)		50.00
5.	3 Rugs 1 (10x15) \$300.00		
	2 (3x5) 90.00		390.00
6.	1 set of Outdoor furniture cushions chaise lounge \$100.00, chair \$50.00		150.00
7.	Disinfectant 6 bottles @ \$2.00 each (Lysol)		12.00
	2 bottles @ \$2.00 each (Pinesol)		4.00
8.	1 bage of fertilizer		12.00
9.	½ bag of bird feed		8.00
10.	3 Beach towels @ \$12.00 each		36.00
11.	2 Sponge mops @ \$7.00 each		14.00
12.	Labor - wife and self @ \$10.00 per hour estimate 32 hours a week for self for 4 weeks - mopping up, blocking, rescrubbing with disinfectant, painting, etc. (\$1,280.00). 16 hours for the wife (\$160.00)		1,440.00
13.	<del>Damage</del> Damages for stress and strain, having to leave home for two days and unable to entertain guests for at least 3 weeks due to these conditions		<u>1,000.00</u>
	TOTAL		\$3,462.00

*Peter Winter*

Rose Heyman

32 Farview Ave.  
Danbury, Ct. 06810 ✓  
Oct. 3, 1985

To Whom it Concerns:

On Wednesday morning, Sept 25, 1985, as I was walking along Farview Ave., I fell headlong on my face because my foot was caught in the sidewalk.

This occurred in front of 12-14 Farview Ave. As a result, I bled profusely, my glasses were broken, but I managed to go back home to drive to Western Conn. Medical Center, Sand Pit Rd.

As a result of the accident, my blood pressure rose, I had bruised my left knee, and had a fracture of the nose.

There are many sidewalks on Farview Ave that need redoing. There has been an influx of many people living on Farview Ave and because I feared someone would have an accident on my front walk, I had a new sidewalk put in last year.

RECEIVED

OCT 3 1985

OFFICE OF CITY CLERK

Truly Yours,

Rose Heyman

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

AREA CODE 203  
744-2150

October 2, 1985

\* ALSO ADMITTED KENTUCKY AND NEVADA

RECEIVED  
OCT 7 1985  
OFFICE OF CITY CLERK

City of Danbury  
City Hall  
155 Deer Hill Avenue  
Danbury, Connecticut 06810

ATTENTION: Elizabeth Crudgington  
City Clerk

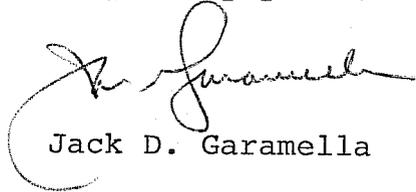
Dear Madam Clerk:

This office represents Vincent Iovino, Jr. and Jinx Iovino ppa Kerry Iovino of Great Plain Road, Danbury, Connecticut.

On behalf of our clients, this is to notify you that Kerry Iovino suffered bodily injury on September 6, 1985, at approximately 10:20 p.m. on Gregory Street in Danbury, Connecticut. It is our client's position that said damages were as a result of the negligence of your employee, Police-  
man Anthony Yakacki. Mr. and Mrs. Iovino intend to commence an action against the municipality and its employee responsible for said negligence.

Thank you.

Very truly yours,

  
Jack D. Garamella

JDG/cmr

1 ✓  
RECEIVED  
NOV - 1 1985  
OFFICE OF CITY CLERK

October 31, 1985

City Clerk Office  
City Hall  
Danbury, Ct 06810

To whom it may concern:

I am filing a request for damage that was done to my car on Sunday  
October 27, 1985, approximately 2:10 p.m.

I was traveling on James St. after turning from Locust Ave. when a large  
dead limb fell off a large dead tree. The limb fell with such force that  
it fell onto the hood of my car and shattered onto my windshield, because  
of being so old.

I was in front 23 James St. when the limb fell. The tree is considered  
city owned, because it is located near the curb, next to the street.

My daughter and I were so shaken up, that we continued up the street to our  
home, which is 43 James St., where we then telephoned the police.

Thank you for your cooperation,

*Mrs. Frank DeKany Jr.  
43 James St.  
Danbury Ct. 06810*

# POLICE ACCIDENT REPORT

PR-1 Rev. 11-83

MVD USE ONLY CHECKED BY LOW LETTER  
 Please send to STATE OF CONNECTICUT DEPARTMENT OF MOTOR VEHICLES  
 Accident Security Unit  
 60 State Street  
 Wethersfield, Connecticut 06109

PD 1  
 1-6 MVD CASE NUMBER 4

DOT ONLY 13  
 A  
 B  
 C  
 D  
 E  
 F  
 G 1  
 G 2  
 G 3  
 G 4  
 G 5  
 G 6  
 G 7  
 G 8  
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 G 10  
 G 11  
 G 12  
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 G 14  
 G 15  
 G 16  
 G 17  
 G 18  
 G 19  
 G 20  
 G 21  
 G 22

7-12 DATE OF ACCIDENT (month) (day) (year) DAY OF WEEK 13 16 TIME (military) #KILLED #INJURED #OF VEHICLES INVOLVED POLICE CASE NUMBER  
 10/27/85 Sunday 1425 - - 1 85-32558

19 CITY OR TOWN (name) (City Town Code) ACCIDENT OCCURRED ON (street name or route #) AT ITS INTERSECTION WITH (street name or route #)  
 Danbury 034 James ST - Locust AVE

IF NOT AT INTERSECTION  
 1. Give distance and √ either "Feet" or "Tenths" of a mile. 2. Check (√) direction. 3. Give nearest intersecting street (name or route #) underpass, overpass, bridge, river or town line. DO NOT USE house #, utility pole #, or business name.

Feet North S E W  
 Tenths     of \_\_\_\_\_

### OPERATOR AND VEHICLE #1

OPERATOR #1 NAME (last first middle initial)  
 DEKANY Patricia A

ADDRESS (street number and name)  
 43 James ST

CITY OR TOWN STATE ZIP CODE 20 SEX  
 Danbury CT 06810 F

Lic. State Code 24-48 OPERATOR LICENSE NUMBER 49 54 Date of Birth DOT ONLY  
 06091038744 0963/37 1

VEHICLE #1 OWNER NAME (if same as operator #1 enter same)  
 Same

ADDRESS (street number and name)  
 -

CITY OR TOWN STATE ZIP CODE  
 - - -

40-41 PLATE # AND STATE CODE VEHICLE YEAR AND MAKE  
 DKANY / 85 CHRYSLAR

VEHICLE MODEL NAME BODY TYPE (e.g. 4-door sedan truck etc.)  
 LeBaron 2 DR Coupe

44-61 VEHICLE IDENTIFICATION NUMBER (not engine number) DOT ONLY  
 1C3BC51D7FG236261 12

Did operator carry a current Connecticut No-Fault Insurance I.D. Card in vehicle as required under CGS, Section 14-12b  YES  NO

NAME OF AUTOMOBILE INSURANCE CO. AUTOMOBILE INSURANCE POLICY NO.  
 Nationwide Mutual 51 000052750

PARTS OF VEHICLE DAMAGED (i.e. left front fender, etc.)  
 DENTS ON HOOD

VEHICLE #1 TOWED TO (if not towed, indicate "none")  
 NONE

### OPERATOR AND VEHICLE #2 (or pedestrian)

OPERATOR #2 OR PEDESTRIAN NAME (last first middle initial)  
 TREE

ADDRESS (street number and name)  
 -

CITY OR TOWN STATE ZIP CODE 21 SEX  
 - - -

Lic. State Code 9-33 OPERATOR LICENSE NUMBER 34 39 Date of Birth  
 2 - - -

VEHICLE #2 OWNER NAME (if same as operator #2 enter same)  
 -

ADDRESS (street number and name)  
 -

CITY OR TOWN STATE ZIP CODE  
 - - -

42-43 PLATE # AND STATE CODE VEHICLE YEAR AND MAKE  
 - - -

VEHICLE MODEL NAME BODY TYPE (e.g. 4-door sedan truck etc.)  
 - - -

44-61 VEHICLE IDENTIFICATION NUMBER (not engine number) DOT ONLY  
 3 - - -

Did operator carry a current Connecticut No-Fault Insurance I.D. Card in vehicle as required under CGS, Section 14-12b  YES  NO

NAME OF AUTOMOBILE INSURANCE CO. AUTOMOBILE INSURANCE POLICY NO.  
 - - -

PARTS OF VEHICLE DAMAGED (i.e. left front fender, etc.)  
 -

VEHICLE #2 TOWED TO (if not towed, indicate "none")  
 -

DAMAGE TO PROPERTY OTHER THAN INVOLVED VEHICLES  
 1 Describe the property and extent of damage (e.g. 50 feet of fence knocked down)  
 -

2 Give name and address of property owner  
 -

WITNESSES

AGE	SEX	NAME AND ADDRESS OF WITNESS
-	-	-
AGE	SEX	NAME AND ADDRESS OF WITNESS
-	-	-

	J I K			L NAME AND ADDRESS (for operator #1 operator #2 etc.)	M	N	O	P	Q	
	25	26	27-28							
1	1	NO	1	OPERATOR #1	48	F	03	-	-	1
2	31	32	33-34	OPERATOR #2 OR PEDESTRIAN (circle the one which applies)			35	36		2
3	37	38	39-40				41	42		3
4	43	44	45-46				47	48		4
5	49	50	51-52				53	54		5
6	55	56	57-58				59	60		6
7	61	62	63-64				65	66		7
8	67	68	69-70				71	72		8

Draw an arrow pointing north in this circle.



NO DIAGRAM - vehicle moved

DIRECTION OF TRAVEL OF EACH VEHICLE PEDESTRIAN, ETC

VEHICLE #1 going  N  S  E  W on \_\_\_\_\_ VEHICLE #2 going  N  S  E  W on \_\_\_\_\_

PLEASE GIVE A COMPLETE DESCRIPTION OF WHAT HAPPENED (be sure to explain any prior response marked with an asterisk)

Vehicle #1 WAS TRAVELING up James ST after turning from Locust Ave when a Large TREE Branch fell onto the hood of her car. The TREE IS Located in front of #23 James ST.

WERE MEASUREMENTS TAKEN?  Yes  No PHOTOS?  Yes  No

Road #	RL	Dir	NIR	Ramp	TR #	Cl	St	Cum Mile	Rd Ty	I	SF	Local Road Location														
22	25	26	27	28	30	31	34	35	36	37	38	39	44	45	46	47	48	49	50	53	54	57	58	61	62	65
CF	Col	Card	Card	Alpha Description																						
66	67	68	69	7																						
CV	Dir	Man	Obj #1	L	Obj #2	L	P	C	Dir	Man	CV	Dir	Man	60-62	Obj #1	L	Obj #2	L	P	C	Dir	Man	Card			
													5													

NAME OF PERSON ACTION WAS TAKEN AGAINST	TYPE OF ENFORCEMENT ACTION ( / one ) <input type="checkbox"/> Arrest <input type="checkbox"/> Written Warning <input checked="" type="checkbox"/> None <input type="checkbox"/> Other	COURT DATE AND TOWN CODE
CHARGE	STATUTE OR ORDINANCE NUMBER	UNIFORM SUMMONS COMPLAINT NUMBER
NAME OF PERSON ACTION WAS TAKEN AGAINST	TYPE OF ENFORCEMENT ACTION ( / one ) <input type="checkbox"/> Arrest <input type="checkbox"/> Written Warning <input checked="" type="checkbox"/> None <input type="checkbox"/> Other	COURT DATE AND TOWN CODE
CHARGE	STATUTE OR ORDINANCE NUMBER	UNIFORM SUMMONS COMPLAINT NUMBER

NAME AND SIGNATURE OF INVESTIGATING OFFICER	BADGE NUMBER	DEPARTMENT NAME	REPORT DATE	CASE STATUS Open <input type="checkbox"/> Closed <input checked="" type="checkbox"/>	SUPERVISOR
Joseph Dyak	449	Danbury	10/27/85		





# CITY OF DANBURY

DANBURY, CONNECTICUT 06810

THEODORE H. GOLDSTEIN  
CORPORATION COUNSEL

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

ASSISTANT CORPORATION  
COUNSEL

October 30, 1985

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

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

Re: City of Danbury / Hayestown Avenue  
Road Widening Project

Dear Mayor:

I have commenced the acquisition of portions of various properties lying along Hayestown Avenue for the road widening of the same which it is anticipated will commence in the spring of 1986. In connection with said project, a portion of the property now utilized by the Board of Education for the Hayestown School is required to be dedicated for highway purposes. Said portion, consisting of two parcels which total 9,930 sq. ft., are located at the intersection of Hayestown Avenue and Tamarack Avenue and lie entirely outside of the chain link fence surrounding the athletic field at the southerly end of the school property. In addition to said parcels, there will also be a temporary construction easement, including slope rights, which also lies between the chain link fence and present Hayestown Avenue.

I have filed with the Office of the City Clerk a survey entitled, "Map Showing a Portion of Property of the City of Danbury Proposed to be Dedicated for Highway Purposes, Hayestown Avenue and Tamarack Avenue, Danbury, Connecticut" certified substantially correct, Sydney A. Rapp, Jr. R.L.S. No. 7400, June 10, 1985. Additional copies of said survey are available at the Office of the City Engineer.

I therefore enclose herewith resolution, containing legal description, so that the Common Council may dedicate the pertinent premises for use for highway purposes.

Very cordially yours,

Theodore H. Goldstein  
Corporation Counsel

THG:cr

Enclosure

2

EXHIBIT A

LAND TO BE DEDICATED FOR  
HIGHWAY PURPOSES  
BY  
THE CITY OF DANBURY  
HAYESTOWN SCHOOL

TWO CERTAIN PIECES OR PARCELS OF LAND SITUATED ON THE NORTHERLY SIDE OF HAYESTOWN AVENUE AND THE WESTERLY SIDE OF TAMARACK AVENUE, CITY OF DANBURY, FAIRFIELD COUNTY, STATE OF CONNECTICUT AND BOUNDED AS FOLLOWS:

PARCEL "A" containing 9,629 sq. ft.

BEGINNING at a point on the Northerly side of HAYESTOWN AVENUE which point marks the Southwesterly corner of land of THE CITY OF DANBURY and the Southeasterly corner of land of THE STATE OF CONNECTICUT, running thence in a Northwesterly direction along land of THE STATE OF CONNECTICUT, N26°-33'-10"W a distance of 27.45' to a point, thence turning and running through land of THE CITY OF DANBURY along a curve to the right having a radius of 1233.50' an arc length of 30.462' to a point thence N70°-06'-08"E a distance of 410.206' to a point on the Northerly line of HAYESTOWN AVENUE, said point marking the Northeasterly corner of land herein described, thence turning and running in a Southwesterly direction along the Northerly line of HAYESTOWN AVENUE the following courses and distances; S41°-06'-35"W a distance of 18.87' to a point, thence S61°-41'-45"W a distance of 81.86' to a point, thence S69°-00'-10"W a distance of 340.06' to the point or place of BEGINNING:

BOUNDED:

Northerly: by land of THE CITY OF DANBURY  
Southerly: by HAYESTOWN AVENUE  
Westerly: by land of THE STATE OF CONNECTICUT

PARCEL "B" containing 301 sq. ft.

BEGINNING at a point on the Westerly side of TAMARACK AVENUE which point marks the Southerly corner of land herein described, running thence in a Northerly direction through land of THE CITY OF DANBURY N00°-53'-04"W a distance of 51.647' to a point, thence N07°-38'-21"E a distance of 31.166' to a point on the Westerly line of TAMARACK AVENUE said point marking the most Northerly point of land herein described, thence turning and running in a Southerly direction along the Westerly side of TAMARACK AVENUE S04°-55'-02"E a distance of 35.00' to a point, thence S07°-35'-05"W a distance of 48.08' to the point or place of BEGINNING:

EXHIBIT A

LAND TO BE DEDICATED

For a more particular description of said parcel of land reference is made to Map Entitled, "Map Showing A Portion Of Property Of THE CITY OF DANBURY Proposed To Be Dedicated For Highway Purposes, Hayestown Avenue and Tamarack Avenue, Danbury, Connecticut, Scale 1"=20', Dated June 10, 1985." and certified substantially correct by Sydney A. Rapp, Jr., R. L. S. No. 7400 which Map is on file or to be filed in the office of the Town Clerk of said City of Danbury .

TOGETHER with the Temporary Construction Easement and Slope Rights shown on the aforesaid Map which Easement shall cease and terminate at the conclusion of the Hayestown Avenue Road Project by the City of Danbury.

# RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

NOV 7 1985 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 Improvement Project; and

WHEREAS, the purpose of said project obliges the City of Danbury to acquire interest in and to the real property set forth on Exhibit A attached hereto; and

WHEREAS, said real property is presently utilized by the Board of Education of the City of Danbury for the Hayestown Avenue School; and

WHEREAS, it is the determination of the Common Council that the premises shown on Exhibit A attached hereto should be dedicated for highway purposes;

NOW, THEREFORE, BE IT RESOLVED that the premises described on Exhibit A attached hereto and incorporated herein is hereby dedicated for highway purposes of the City of Danbury.



# CITY OF DANBURY

DANBURY, CONNECTICUT 06810

THEODORE H. GOLDSTEIN  
CORPORATION COUNSEL

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

ASSISTANT CORPORATION  
COUNSEL

October 30, 1985

3  
*May R*  
PLEASE REPLY TO:  
P. O. Box 1261  
DANBURY, CT 06810

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

Re: Hillandale Road Sewer Project

Dear Mayor:

In order to proceed with the work on the above captioned, it is necessary that the City acquire a sewer easement and slope rights from the Seven Hundred Thousand Corporation. I therefore enclose herewith resolution to be acted upon by the Common Council.

Very cordially yours,

*Theodore H. Goldstein*  
Theodore H. Goldstein  
Corporation Counsel

THG:cr



# CITY OF DANBURY

DANBURY, CONNECTICUT 06810

THEODORE H. GOLDSTEIN  
CORPORATION COUNSEL

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

ASSISTANT CORPORATION  
COUNSEL

October 30, 1985

3 ✓  
PLEASE REPLY TO:  
P. O. Box 1261  
DANBURY, CT 06810

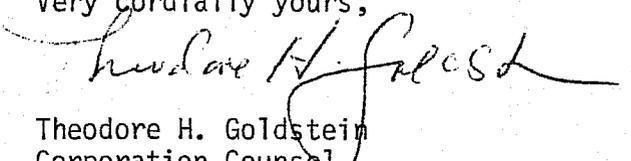
Hon. James E. Dyer, Mayor  
City of Danbury  
155 Deer Hill Avenue  
Danbury, CT 06810

Re: Hillendale Road Sewer Project

Dear Mayor:

In order to proceed with the work on the above captioned, it is necessary that the City acquire a sewer easement and slope rights from the Seven Hundred Thousand Corporation. I therefore enclose herewith resolution to be acted upon by the Common Council.

Very cordially yours,

  
Theodore H. Goldstein  
Corporation Counsel

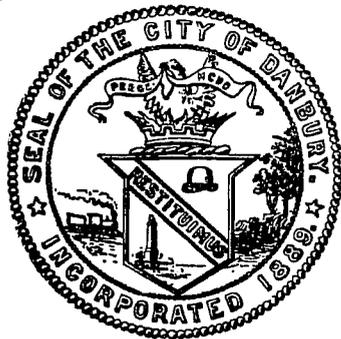
THG:cr

# RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

NOV 7 1985

A. D., 1985



RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Common Council has duly voted to approve a sanitary sewer known as Hillendale Road Sewer Project; and

WHEREAS, it is convenient and necessary for the City of Danbury to acquire easements in and to property described in Exhibit A attached hereto; and

WHEREAS, eminent domain proceedings will be necessary if the City of Danbury cannot agree with the Seven Hundred Thousand Corporation, the owner of the property over which the aforesaid easement is required;

NOW, THEREFORE, BE IT RESOLVED that the Corporation Counsel of the City of Danbury is hereby authorized to acquire the property interests described in Exhibit A either by negotiation or by eminent domain action against the Seven Hundred Thousand Corporation, its successors or assigns and its mortgage holders or encumbrancers, if any.

HILLANDALE SEWER

EASEMENT

SLOPE RIGHTS

Easement No. 1

Commencing at the southwesterly corner of Lot 113 said point being also the northwesterly corner of Lot 112, thence from said starting point N. 39° 21' 30" W. a distance of 34.20 feet, thence southeasterly through Lot 113 S. 75° 49' 43" E. a distance of 26.81 feet, thence S. 88° 17' 36" E. a distance of 213.60 feet to a point along the proposed Eastwood Road (uncut), thence southwesterly along a curve on the westerly side of proposed Eastwood Road (uncut) with a radius of 205.00 feet, a distance of 20.031 feet to a point marking the southeasterly corner of Lot 113, thence along property line separating Lot 112 and Lot 113 N. 88° 17' 36" W. a distance of 216.33 feet to the point or place of beginning.

Bounded:

Northerly: by Lot 113

Easterly: by Proposed Eastwood Road (uncut)

Southerly: by Lot 112

Westerly: by William Flewellyn, Jr., et ux in part and by Eric J. Klink, et ux in part.

Together with rights to slope as shown on the hereinafter referred to map.

Reference is made to Easement No.1 as shown on map entitled "PROPOSED SANITARY SEWER EASEMENT THROUGH THE PROPERTY OF STANLEY M. LESSLER, TRUSTEE. "ROBINWOOD TERRACE" - PADANARAM ROAD DANBURY, CONNECTICUT. Scale 1"=40' July 22, 1985" and certified to be substantially correct by Donald T. Hambidge, R.L.S. No. 03922. The said easement is also being the same 20 foot utility easement as shown on Lot 113, on Map No. 5476 of the Danbury Land Records.

Easement No. 2

Commencing at the southeasterly corner of Lot 113 said point being also the northeasterly corner of Lot 112 thence northeasterly along the westerly side of proposed Eastwood Road along a curve with a radius of 205.00 feet, a distance of 20.031 feet, thence northeasterly through proposed Eastwood Road (uncut) N. 29° 33' 01" E. a distance of 105.97 feet, thence



N. 57° 30' 24" E. a distance of 83.82 feet to a point on Padanaram Road, thence southeasterly along the west side of Padanaram Road S. 35° 41' 00" E. a distance of 61.38 feet, thence northwesterly along the southerly side of proposed Eastwood Road (uncut) along a curve with a radius of 31.37 feet a distance of 33.98 feet, thence through Eastwood Road (uncut) N. 59° 17' 25" W. a distance of 13.18 feet, S. 57° 30' 24" W. a distance of 68.36 feet, S. 29° 33' 01" W. a distance of 109.70 feet, and N. 88° 17' 36" W. a distance of 10.24 feet to the point or place of beginning.

Bounded:

- Northerly: by proposed Eastwood Road (uncut)
- Easterly: by Padanaram Road
- Southerly: by Lot 29 in part and in part by proposed Eastwood Road (uncut)
- Westerly: by Lot 113

Together with rights to slope as shown on the hereinafter referred to map.

Reference is made to Easement No. 2 as shown on map entitled "PROPOSED SANITARY SEWER EASEMENT THROUGH THE PROPERTY OF STANLEY M. LESSLER, TRUSTEE, "ROBINWOOD TERRACE" - PADANARAM ROAD DANBURY, CONNECTICUT, Scale 1" = 40' July 22, 1985" and certified to be substantially correct by Donald T. Hambidge, R.L.S. No. 03922.



HILLANDALE SEWEREASEMENTSLOPE RIGHTSEasement No. 1

Commencing at the southwesterly corner of Lot 113 said point being also the northwesterly corner of Lot 112, thence from said starting point N. 39° 21' 30" W. a distance of 34.20 feet, thence southeasterly through Lot 113 S. 75° 49' 43" E. a distance of 26.81 feet, thence S. 88° 17' 36" E. a distance of 213.60 feet to a point along the proposed Eastwood Road (uncut), thence southwesterly along a curve on the westerly side of proposed Eastwood Road (uncut) with a radius of 205.00 feet, a distance of 20.031 feet to a point marking the southeasterly corner of Lot 113, thence along property line separating Lot 112 and Lot 113 N. 88° 17' 36" W. a distance of 216.33 feet to the point or place of beginning.

## Bounded:

Northerly: by Lot 113

Easterly: by Proposed Eastwood Road (uncut)

Southerly: by Lot 112

Westerly: by William Flewellyn, Jr., et ux in part and  
by Eric J. Klink, et ux in part.

Together with rights to slope as shown on the hereinafter referred to map.

Reference is made to Easement No.1 as shown on map entitled "PROPOSED SANITARY SEWER EASEMENT THROUGH THE PROPERTY OF STANLEY M. LESSLER, TRUSTEE. "ROBINWOOD TERRACE" - PADANARAM ROAD DANBURY, CONNECTICUT. Scale 1"=40' July 22, 1985" and certified to be substantially correct by Donald T. Hambidge, R.L.S. No. 03922. The said easement is also being the same 20 foot utility easement as shown on Lot 113, on Map No. 5476 of the Danbury Land Records.

Easement No. 2

Commencing at the southeasterly corner of Lot 113 said point being also the northeasterly corner of Lot 112 thence northeasterly along the westerly side of proposed Eastwood Road along a curve with a radius of 205.00 feet, a distance of 20.031 feet, thence northeasterly through proposed Eastwood Road (uncut) N. 29° 33' 01" E. a distance of 105.97 feet, thence

Hillandale Sewer Easement cont'd.

N. 57° 30' 24" E. a distance of 83.82 feet to a point on Padanaram Road, thence southeasterly along the west side of Padanaram Road S. 35° 41' 00" E. a distance of 61.38 feet, thence northwesterly along the southerly side of proposed Eastwood Road (uncut) along a curve with a radius of 31.37 feet a distance of 33.98 feet, thence through Eastwood Road (uncut) N. 59° 17' 25" W. a distance of 13.18 feet, S. 57° 30' 24" W. a distance of 68.36 feet, S. 29° 33' 01" W. a distance of 109.70 feet, and N. 88° 17' 36" W. a distance of 10.24 feet to the point or place of beginning.

Bounded:

- Northerly: by proposed Eastwood Road (uncut)
- Easterly: by Padanaram Road
- Southerly: by Lot 29 in part and in part by proposed Eastwood Road (uncut)
- Westerly: by Lot 113

Together with rights to slope as shown on the hereinafter referred to map.

Reference is made to Easement No. 2 as shown on map entitled "PROPOSED SANITARY SEWER EASEMENT THROUGH THE PROPERTY OF STANLEY M. LESSLER, TRUSTEE, "ROBINWOOD TERRACE" - PADANARAM ROAD DANBURY, CONNECTICUT, Scale 1" = 40' July 22, 1985" and certified to be substantially correct by Donald T. Hambidge, R.L.S. No. 03922.



# CITY OF DANBURY

155 DEER HILL AVENUE  
DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

Welfare Department  
797-4569

October 28, 1985

Constance McManus, President  
Common Council  
City of Danbury  
Danbury, CT 06810

Dear Madame President,

I am requesting that the Common Council of the City of Danbury adopt a resolution authorizing the Honorable James E. Dyer and the City of Danbury Welfare Department to make application to the State of Connecticut Department of Human Resources for a Social Services Block Grant. The Department of Human Resources has been funding the Welfare Department since 1976 for Counseling. The grant is applied against the salaries of our caseworkers and support staff.

The resolution, which has been prepared by the Corporation Council's office, authorizes the Mayor to make application for the contract year of 10/1/85 - 9/30/86 for \$25,215.00. It also authorizes the Welfare Director to file the application, complete the reporting requirements and act as the authorized representative of the Welfare Department and the City in matters relating to these grant funds.

Your cooperation and timely attention to this request will be greatly appreciated.

Respectfully Yours,

Deborah A. MacKenzie  
Director of Welfare

DAM/fac

# RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

NOV 7 1985

A. D., 19



RESOLVED by the Common Council of the City of Danbury:

WHEREAS, pursuant to Chapters 133 and 300a of the Connecticut General Statutes, the Commissioner of Human Resources is authorized to extend financial assistance to municipalities and human resource development agencies; and

WHEREAS, it is desirable and in the public interest that the Welfare Department, City of Danbury make application to the State in order to undertake a Social Service Block Grant Program for the period of 10/1/85 to 9/30/86 and to execute a Grant Action Request therefor, it is understood that the Welfare Department, City of Danbury will provide a local grant-in-aid, where applicable, in accordance with the requirements of Chapter 133 and 300a of the Connecticut General Statutes, as appropriate;

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

1. It is cognizant of the conditions and prerequisites for State assistance imposed by Chapter 133 and 300a of the Connecticut General Statutes.
2. It recognizes the responsibility for the provision of local grant-in-aid to the extent that they are necessary and required for said program.
3. The filing of an application by the Welfare Department of the City of Danbury in an amount not to exceed \$25,215 annually during the period 10/1/85 to 9/30/86 is hereby approved and that James E. Dyer, Mayor of the City of Danbury, is hereby authorized and directed to execute and file such application with the Commissioner of Human Resources. Furthermore, Deborah MacKenzie, Director, Welfare Department, City of Danbury, is authorized and directed to provide such additional information, to execute a Grant Action Request with the State of Connecticut for State financial assistance if such an agreement is offered, to execute any amendments, recisions, and revisions thereto, and to act as the authorized representative of the Welfare Department of the City of Danbury.



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

DANBURY MUNICIPAL AIRPORT  
P.O. BOX 2299  
WIBLING ROAD

October 30, 1985

AIRPORT ADMINISTRATOR  
PAUL D. ESTEFAN  
(203) 797-4624

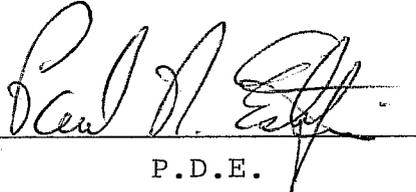
TO: Mary Rickert, Office of City Clerk

FROM: Paul D. ESTEFAN, Airport Administrator

SUBJECT: Resolution for Airport Drainage Study

---

I am submitting this item to be included on the agenda of the next Common Council Meeting.

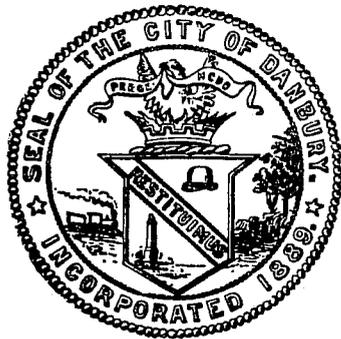
  
P.D.E.

# RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

NOV 7 1985

A. D., 19



RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Federal Aviation Administration of the United States Department of Transportation and the Bureau of Aeronautics of the Connecticut Department of Transportation make funds available through the Airport and Airway Improvement Act of 1982; and

WHEREAS, the City of Danbury through the Danbury Municipal Airport intends to do a Drainage and Environmental Permit Study; and

WHEREAS, the City of Danbury will make application for a federal and state grant in an amount not to exceed \$118,645.00 with a local match to be provided for as "in-kind services";

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



# CITY OF DANBURY

DANBURY, CONNECTICUT 06810

THEODORE H. GOLDSTEIN  
CORPORATION COUNSEL

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

ASSISTANT CORPORATION  
COUNSEL

October 30, 1985

PLEASE REPLY TO:

DANBURY, CT 06810

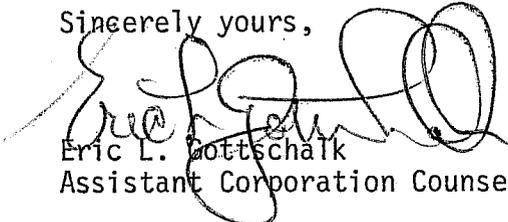
Hon. Members of the Common Council  
City of Danbury  
155 Deer Hill Avenue  
Danbury, Connecticut

Re: Bear Mountain Road -  
Road Widening Parcels

Dear Council Members:

Attached please find a warranty deed recently received by this office in connection with the above. It is intended to convey two road widening parcels to the City of Danbury. Please consider the acceptance of this real estate at your early convenience.

Sincerely yours,

  
Eric L. Gottschalk  
Assistant Corporation Counsel

ELG:cr

Attachment

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

Know Ye, That RICHARD T. JOHNSON, GENERAL CONTRACTOR, INC., a Connecticut corporation having an office and principal place of business in the Town of New Fairfield, County of Fairfield and State of Connecticut, acting herein by RICHARD T. JOHNSON, its President duly authorized

for the consideration of a valuable sum in dollars

received to its full satisfaction of CITY OF DANBURY, a municipal corporation organized and existing under the laws to the State of Connecticut

do give, grant, bargain, sell and confirm unto the said CITY OF DANBURY the following described real property to wit;

All these certain pieces or parcel of land, situate in the City of Danbury, County of Fairfield and State of Connecticut, being shown and designated as Parcel "A" and Parcel "B" on a certain map entitled "Subdivision Plan For Richard T. Johnson Bear Mountain Road Danbury, Conn." made by David A. White Registered Land Surveyor Middletown, Conn. Scale 1" = 100' Date: June 18, 1984, Revised: Nov. 8, 1984, Revised: Feb. 13, 1985; Revised: June 14, 1985; Revised Aug. 14, 1985, which parcels are more particularly bounded and described as follows;

Parcel "A" Commencing at the Southeast corner of said premises, where the same meets Bear Mountain Road, there proceeding N 81° 50' 30" W 10.00 feet, N 8° 54' 01" E 161.31 feet, N 14° 48' 20" E 75.29 feet and N 74° 31' 30" E 10.00 feet to Bear Mountain Road; there proceeding along Bear Mountain Road S 14° 48' 20" W 75.29 feet and S 8° 54' 01" W 165.31 feet to the part of place of beginning. Containing 0.051+- Acres.

Parcel "B" Commencing at the Southeast corner of said premises to where the same meets Bear Mountain Road; Thence proceeding N 8° 28' 31" W 178.25 feet, N 4° 04' 16" W 165.05 feet and N 2° 21' 00" W 140.00 feet, and S 88° 01' 30" E 15.00 feet to Bear Mountain Road, thence proceeding along Bear Mountain Road S 2° 21' 00" E 303.84 feet and S 15° 20' 30" E 175.74 feet to the point or place of beginning. Containing 0.115 +- Acres.



6

To Have and to Hold the above granted and bargained premises, with the appurtenances there-  
of, unto it the said grantee its heirs, successors and assigns for-  
ever, to it and their own proper use and behoof.

And also, it the said grantor do for its heirs,  
executors and administrators, covenant with the said grantee it and its  
successors, heirs and assigns, that at and until the ensembling of these presents,  
it is well seized of the premises, as a good indefeasible estate in FEE SIMPLE; and has good right  
to bargain and sell the same in manner and form as is above written; and that the same is free from all  
incumbrances whatsoever, except as hereinbefore mentioned.

And Furthermore, it the said grantor do by these presents bind  
itself and its heirs, executors and administrators forever to WAR-  
RANT AND DEFEND the above granted and bargained premises to it the said  
grantee its successors, heirs and assigns, against all claims and demands  
whatsoever, except as hereinbefore mentioned.

In Witness Whereof, it have hereunto set its hand  
and seal this 22nd day of October in the year of our Lord nineteen  
hundred and eighty-five  
Signed, Sealed and Delivered in presence of

RICHARD T. JOHNSON, GENERAL  
CONTRACTOR, INC.

BY: Richard T. Johnson  
Richard T. Johnson

Edward J. Hannafin  
Edward J. Hannafin  
Barbara T. DeFazio  
Barbara T. DeFazio

State of Connecticut,  
County of

} SS.

On this the day of , 19 , before  
me, the undersigned officer, personally  
appeared

known to me (or satisfactorily proven) to be the person whose  
name subscribed to the within instrument and acknowledged that he executed the same for  
the purposes therein contained, as h free act and deed.

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

\_\_\_\_\_  
Title of Officer

State of Connecticut,  
County of Fairfield

} SS.

On this the 22nd day of October , 19 85 , before me,  
Edward J. Hannafin , the undersigned officer, personally appeared  
Richard T. Johnson , who acknowledged himself to be the President  
General Contractor Inc. , a corporation, and that he as such President , being authorized  
so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the  
corporation by himself as President

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

Edward J. Hannafin  
Edward J. Hannafin  
Commissioner of the Superior  
Court Title of Officer

Latest address of Grantee:

No. and Street \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

No paperwork was  
found in the file.

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

8

WANDERER, HANNA & TALARICO

ATTORNEYS AND COUNSELORS AT LAW

142 DEER HILL AVENUE P. O. BOX 57

DANBURY, CONNECTICUT 06810-0057

(203) 792-8333

RICHARD HANNA  
ROBERT N. TALARICO

HERBERT B. WANDERER  
(1902-1979)

October 25, 1985

Honorable Elizabeth Crudington  
City Clerk  
155 Deer Hill Avenue  
Danbury, CT 06810

Re: McMersaun - application to extend water and sewer.

Dear Betty:

Enclosed is Application to extend water and sewer services.

Please place this matter on the November agenda of the Common Council.

With kindest personal regards.

Sincerely yours,



Robert N. Talarico

RNT:jbc  
Encl.

8

COMMON COUNCIL

CITY OF DANBURY

APPLICATION FOR EXTENSION OF SEWER AND/OR WATER

Sewer

Water

Applicant: McMersaun ASSsociates

Address: /o Robert N. Talarico, Esq., 142 Deer Hill Avenue,

P.O. Box 57, Danbury, CT 06810

Telephone No: 792-8333

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

Located at: South Street

Assessor's Lot Nos: K16128 & K16133

Zone in which the Property Lies: Rm-12

Intended Use:

Retail

Single Family Residential

Office

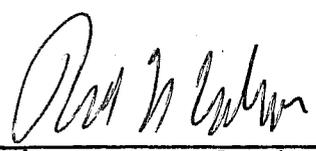
Multiple Family Development

Mixed Use

Industrial

_____	Number of Efficiency Units
_____	Number of 1 Bedroom Units
<u>96</u>	Number of 2 Bedroom Units
_____	Number of 3 Bedroom Units

96 Total Number of Units



Robert N. Talarico, Esq.  
(Signature)

October 25, 1985

(Date)

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.

No paperwork was  
found in the file.

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

12  
Mr. Michael J. Stavola  
8 Hausmann Rd.  
Danbury, Ct. 06811  
744-5326 Oct. 2, 1985

Dear Whom It May Concern,

I am the owner & resident of a property at 8 Hausmann Rd. On Friday Sept. 27, 1985 during the heavy rain storm several feet of our property was washed away due to a 18" pipe that the City of Danbury installed under Hausmann Rd. when it was constructed. Years later when the adjoining neighborhood was developed drains were added and piped to run off into the same spot on Hausmann Rd. At that time the City of Danbury never replaced the 18" pipe with a larger one made to allow the additional flow of water pass through. As a result on Fri. the 18" pipe would not allow the heavy amount of water to flow through it, so, it came rushing over the road flooding our entire front yard and continued to run down both sides of our house (including through our garage, which is attached to our house) to the back yard with a great amount of force washing several feet of our property away. The water ran down into the same run-off area that it should have traveled had it gone directly through the pipe in the first place. Everytime it rains heavy the water comes over the road because the pipe just can't take all the water.

The former owner of our property Mr. Harold Geissinger had notified the City of Danbury several times concerning this problem of the pipe being too small. He was told that the pipe would be changed but, somehow it never was.

In the past year I have invested several thousands of dollars to made my property level and more useable. I don't feel that I should have to spend any more money to repair my property because, this situation would not exist if the City of Danbury had not neglected to replace this pipe when the adjoining area was developed.

As a Taxpayer I am seeking that the City of Danbury pay for and/or repair our property and also replace the 18" pipe with a larger one so that this situation does not reoccur. I am anxiously awaiting to here from you concerning this matter.

Sincerely,

*Michael J. Stavola*  
*Cindy A. Stavola*  
Michael & Cindy Stavola

October 22, 1985

City Council  
City of Danbury  
Danbury, CT 06810

Dear Council Members:

We, the property owners and residents of Ann Drive, in the City of Danbury, are requesting that Ann Drive be accepted as a city street. This street is only 100 yards in length, and the bond of \$35,000.00 was called over four (4) years ago. This bond, once recovered, would be more than sufficient to resurface the street

Respectfully yours,

The undersigned  
(see attached petition)

*encl. (5)*

RECEIVED  
OCT 25 1985  
OFFICE OF CITY CLERK



13

# CITY OF DANBURY

DANBURY, CONNECTICUT 06810

THEODORE H. GOLDSTEIN  
CORPORATION COUNSEL

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

ASSISTANT CORPORATION  
COUNSEL

PLEASE REPLY TO:  
57 North Street  
DANBURY, CT 06810  
744-6100

October 11, 1985

Mr. William H. Shaw  
43 Olympic Drive  
Danbury, CT 06810

Re: Ann Drive

Dear Mr. Shaw:

Since I am unable to accept a petition and act upon it, I would suggest that the petition be submitted to the Common Council so that it can be placed on their agenda. The perimeters of my position do not permit me to do anything with the petition you sent me.

I hope this problem can be straightened out.

Sincerely,

Sandra Vilardi Leheny  
Assistant Corporation Counsel

SVL:sdc

August 30, 1985

William H. Shaw  
43 Olympic Drive  
Danbury, CT 06810

Sandra Vilardi Leheny  
57 North Street  
Danbury, CT 06810

Dear Sandra:

In response to your letter of July 31, 1985, we, the undersigned owners, occupants and taxpayers of Ann Drive, in the City of Danbury, are formally requesting the City to accept this street.

There was no agreement between the undersigned and the City, reference sanding and plowing. This was arbitrarily agreed to be accomplished by Mayor James Dyer. We are enclosing several copies of documents, relating to the reduction by John Schweitzer, of the original bond. The remainder of the bond, (\$35,000.00), was called on September 2, 1981! We, the residents, feel that had the calling of the bond been actively pursued, that amount would have been sufficient to correct the street's deficiencies. This street is only 100 yards in length, and is occupied by 24 families.

We would appreciate a prompt response from the City of Danbury, as this matter certainly has not received the attention of the appropriate officials.

Respectfully yours,

William H Shaw  
William H. Shaw

William H Shaw  
*Barbara E. Shaw*  
3 ANN DRIVE

Mary A Cobb  
A-6 Ann Dr.

~~Richard Pile~~  
6B Ann Drive

Richard Pile  
6B ANN DRIVE

Robert Miller - AC  
Linda A. Lawton Ann Dr  
P-B Ann Drive

Matthew T. Reed  
7-B Ann Drive

Michael U Hete  
5A ANN DRIVE.

Gary & Penelope owner 5B Ann  
Nancy O'Brien Penelope 5B Ann

Sandra Vilardi Leheny

L Phila  
3A Ann Drwe  
Pdt Mllg -  
EC Ann Th

Athena Koustadaras  
3 ANN DR.  
Ehins Kartety  
3 ANDR

Tom Lawrence - 4th Drwe

Benedetta Lawrence - 4th Drwe

Rosal Harting

Andrew C Pusch

Roy Garamone

Sawn Garamone

Beene Andruski

Scott T. Baillie

Penese Baillie



13

# CITY OF DANBURY

DANBURY, CONNECTICUT 06810

THEODORE H. GOLDSTEIN  
CORPORATION COUNSEL

ERIC L. GOTTSCHALK  
SANDRA V. LEHENY  
TERRY L. SACHS

ASSISTANT CORPORATION  
COUNSEL

PLEASE REPLY TO:  
57 North Street  
Suite #215  
DANBURY, CT 06810  
744-6100

July 31, 1985

Mr. William Shaw  
Ann Drive  
Danbury, CT 06810

Re: Ann Drive

Dear Mr. Shaw:

In my continuing efforts to resolve the problems of Ann Drive, I should like to know what steps the residents of Ann Drive took to correct the road deficiencies pursuant to an agreement made in 1983 whereby the City agreed to sand and plow in the winter.

Your courtesy in attending to this request would be most appreciated.

Sincerely,



Sandra Vilardi Leheny  
Assistant Corporation Counsel

SVL:sdc  
cc: Leonard Sedney  
797-4525



13.

PLANNING COMMISSION  
OF THE CITY OF DANBURY  
City Hall  
Danbury, Connecticut 06810

September 22, 1981

Thomas A. Frizzell, Esq.  
Ass't. Corporation Counsel  
20 West Street  
Danbury, Connecticut

Re: Ann Drive (Off Rose Hill)  
Planning Commission File No. 73-29

Dear Mr. Frizzell:

The Planning Commission at its meeting held September 2, 1981 voted to call the \$35,000 bond on Ann Drive.

A copy of this bond (#921210, Republic Insurance Co., Donmi, Inc., David Grossman, Trustee) is enclosed. As per your advice, the original bond is being held in the Planning Office.

Sincerely yours,

Secretary to the Planning Commission  
City of Danbury

cc Asst. Corp. Counsel Gottschalk

Enc.

14

October 5, 1985

\* Mayor James Dyer  
City of Danbury  
City Hall  
Danbury, Connecticut 06810

Dear Mayor Dyer:

We are the sole property owners fronting Cedar Road in Pleasant Acres. Cedar Road is a privately-owned road which has been in disrepair for many years and currently is in a dangerous condition both as to vehicles and pedestrians.

We believe that the City can and should assume ownership and maintenance of the road in order to allow safe entrance to our properties. We further understand that the City has a program whereby such can be accomplished but that the implementation may require certain initial work by the owner or adjoining property owners. We are asking the owner to undertake this work and if he fails to do so, we would be prepared to take reasonable steps.

We would hope that the City, in establishing minimum requirements, recognizes that we are dealing with a little-used thoroughfare which does not need a "Main Street" standard.

We have designated Daniel Minahan of 4 Cedar Road (743-3109) and Henry Stevens of 13 Acre Drive (743-3093) as coordinators of this project on our behalf.

We trust that you will see that this request receives prompt and careful consideration.

Thank you.

Very truly yours,  
*Henry Stevens*  
*D.J. Minahan*  
*Elihu Solomon*  
*[Signature]*  
*Timothy J. Walter*  
*Henry Stevens*

\* —————> same letter to City Council

October 5, 1985

*W. J. ...*  
*Nov. ...*  
*Byland*

Mayor James Dyer  
City of Danbury  
City Hall  
Danbury, Connecticut 06810

Dear Mayor Dyer:

We are the sole property owners fronting Cedar Road in Pleasant Acres. Cedar Road is a privately-owned road which has been in disrepair for many years and currently is in a dangerous condition both as to vehicles and pedestrians.

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We trust that you will see that this request receives prompt and careful consideration.

Thank you.

Very truly yours,  
*W. J. ...*  
*D. Minahan*  
*Henry Stevens*  
*...*  
*...*  
*Henry Stevens*

same letter to City Council



# CITY OF DANBURY

155 DEER HILL AVENUE  
DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

ENGINEERING DEPARTMENT  
203-797-4641

October 4, 1985

15  
Mistry R  
Agenda  
NOV -  
JOHN A. SCHWEITZER, JR.  
City Engineer

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

Dear Mayor Dyer:

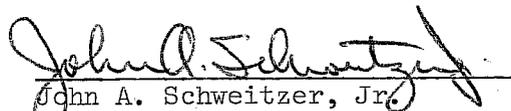
Re: Street Renumbering: Spruce  
Mountain Road.

The numbers being used on properties along the above-captioned road are irregular to the point where it is necessary to assign new house numbers.

It is our understanding that this project requires the approval of the Common Council and we wish to ask if you will please consider this request at your next meeting.

Very truly yours,

JAS/mem

  
John A. Schweitzer, Jr.  
City Engineer

c: N. Lentner  
23 Spruce Mt. Road

*Jowdy & Jowdy, P.C.*  
*Attorneys At Law*  
*P. O. Box 1181 - 67 West Street*  
*Danbury, Connecticut 06810*

*James J. Jowdy, Jr.*  
*John Jowdy*  

---

*Julie J. Foster*

*Telephone: (203) 792-1677*  
*Telex: 333854*  
*Jowdy Law*

October 22, 1985

Common Council  
City of Danbury  
158 Deer Hill Avenue  
Danbury, Connecticut 06810

RE: Prutting, R. and M. from  
The City of Danbury

Dear Common Council:

Please be advised that I represent Mr. and Mrs. Richard G. Prutting, owners of property located at 36 North Ridgebury Road, Danbury (Assessor's Lot B17004). My clients have resided at that address since they acquired the property in June of 1972.

The aforesaid property abutts an old abandoned roadway which is shown on the assessor's map as Serre Road. The roadway adjacent to the Prutting property is not utilized as an accessway, however, in the past, there has been a constant problem with individuals, particularly young people, dumping debris on and about the roadway and using the area for parking vehicles and congregating.

My clients' desire is to purchase the unused roadway area adjacent to their property and to fill and landscape same in a manner consistent with their present property. In that regard, they are respectfully requesting that the council consider a proposal to sell them the aforesaid roadway at fair market value so that they might avoid the present intrusions along their property line and secure additional privacy for the use and enjoyment of their land.

I will be pleased to discuss the matter in greater detail with an appointed committee and the City's corporate counsel if and when this is deemed appropriate.

Very truly yours,



James J. Jowdy, Jr.



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

FIRE DEPARTMENT  
19 NEW STREET

JAMES E. DYER, MAYOR

CHARLES J. MONZILLO, CHIEF  
(203) 748-5260

September 24, 1985

Mayor James E. Dyer  
155 Deer Hill Avenue  
Danbury, Conn. 06810

Dear Mayor:

During the past two years, the Administration of both Paid and Volunteer sections have been criticized for sounding the sirens throughout the City, when Volunteers were called to respond to fires or emergencies. The complaints cover the noon siren to those sounding in the evening hours.

The solution to the problem would be to utilize the current paging system now in place at Fire Headquarters, and utilization of the plectrons now used by the Volunteers in our Department. Consideration certainly must be given to those Officers of the Volunteer Companies to alert them of their required services. This special consideration could be covered by using "pagers".

For the average number of members, 12 pagers would be required for each unit, or 144 pagers and chargers at \$300 per = to \$43,200.

The Forty Three Thousand Two Hundred Dollars (\$43,200) would result in

- Satisfying the disturbed taxpayer
- Increase the efficiency of the Volunteer forces
- Alert those Officers who are the backbone of the Volunteers
- Allow free movement of our Volunteer personnel with immediate recall capabilities.
- Improve Volunteer response
- Establish the "backbone" at a minimum of 12 Volunteers on call
- Provide safer response of Volunteers in reducing the "Vehicle Haste" that develops when the Volunteer responds to unknown circumstances.
- Allow a thinking process to develop while responding, by monitoring the call on the pagers.
- Allow the Volunteer to return to his place of employment sooner, reducing the loss of time from employer, who will allow continued response of his employee, knowing he will be able to return to his work sooner

For these and many other reasons, especially in the good and welfare of those persons living in the area of the sirens, I respectfully request that consideration be made to eliminate the use of sirens for fire warning.

Sincerely,



Charles J. Monzillo  
Chief of Department

CJM:kod  
\$-PAGERS file  
MAYER DYER disk 3

October 29, 1985

TO: Members of the Common Council

FROM: Fred Gervasoni

---

I have been advised by Eric Gottschalk, Assistant Corporation Counsel, to write the Common Council requesting that my obligations under the lease of the Concession Stand located at Danbury Candlewood Park be terminated due to health and personal reasons.

Fred R. Gervasoni  
16 Tomahawk Trail  
Danbury, Ct, 06811



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**CITY OF DANBURY**  
**DANBURY, CONNECTICUT 06810**



DEPARTMENT OF POLICE  
120 MAIN STREET

JAMES E. DYER, MAYOR

NELSON F. MACEDO, CHIEF  
(203) 797-4611

October 30, 1985

NOTICE

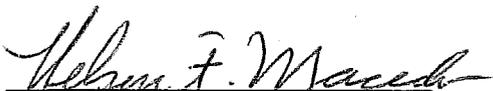
To: Members of the Common Council  
From: Chief Nelson F. Macedo  
Subject: STOP SIGN & SPEEDING VIOLATIONS - FRANKLIN & HOYT STS.

Per request of the Franklin Common Condominium Association which was referred to this Department, the Traffic Services Unit did a field survey and traffic review of the Franklin Street/Hoyt Street area. Results of these studies revealed that there were no unusual traffic problems in this area that would require the Traffic Services Unit to give the area more attention than it has been given, especially due to the current strength of the unit and more problematic areas of the city.

Stop sign violations were checked on 10/07/85 from 1200 to 1400 hours, 10/20/85 from 2100 to 2200 hours, and on 10/23/85 from 1300 to 1500 hours. No stop sign violations were observed. In addition, speed checks on Franklin Street during these times revealed speeds in the acceptable range.

A check of departmental records revealed that only one M.V.A. occurred at Franklin and Hoyt since 1982. The computer print-out is enclosed for your information.

It is the recommendation of Sgt. Mitchell Weston, Traffic Services Commander, that occasional traffic checks be made of the area. I must also stress that there are other areas of the city that require the Traffic Services Unit more. This is not a high priority area.

  
Nelson F. Macedo  
Chief of Police

NFM:ks  
enc.



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# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

DEPARTMENT  
OF FINANCE

October 31, 1985

MEMO TO: James E. Dyer, Mayor  
FROM: John P. Edwards, Director of Finance, Acting  
RE: Teamsters Public Utilities Contract

This is to inform you that no certification of funds is necessary for this contract. Both the Sewer and Water Funds have sufficient funds in their budgets.

---

John P. Edwards

JPE/af

cc: Mary Rickert  
✓ Betty Crudginton  
Emanuel Merullo

MEMORANDUM OF AGREEMENT

City of Danbury/ Public Utilities Department

This Memorandum of Agreement is entered into between the City of Danbury (the City) and Teamsters Union Local 677 (the Union) for the purpose of setting forth agreed-upon changes to the Collective Bargaining Agreement between the parties which changes shall be effective retroactively to July 1, 1985, unless otherwise stated and shall be incorporated into the present Agreement after ratification by both the Union and the City.

The agreed upon changes are as follows:

Section 4.0 - Hours of Work and Overtime

Section 4.2(g)

Amend to read:

Effective July 1, 1985, employees on night shifts shall be paid a differential of thirty-five cents (\$.35) per hour in addition to their normal rate.

Effective July 1, 1986, the differential shall be forty cents (\$.40) per hour.

Effective July 1, 1987, the differential shall be forty-five cents (\$.45) per hour.

Section 4.2(i)

Amend to read:

Effective July 1, 1985, employees on standby will be paid a premium of forty dollars (\$40) per week.

Effective July 1, 1986, the premium will be forty-five dollars (\$45) per week.

Effective July 1, 1987, the premium shall be fifty dollars (\$50) per week.

Any employee, when on standby, who is not available when called, shall forfeit his standby premium for that week.

Section 6.0 - Holidays

Section 6.2

Amend to read:

All employees shall be entitled to two (2) personal days. Forty-eight (48) hours notice must be given to the employer.

Section 6.3

New paragraph:

Effective July 1, 1986, if an employee works on a holiday he shall be paid at double his normal hourly rate for any and all hours worked on that day in addition to the holiday pay provided in Section 6.1.

Section 7.0 - Vacations

Section 7.8

Change "December 31st" to February 28th."

Section 7.13

Change to read:

"Two (2)" or more rather than "three" or more.

Section 7.14 (New)

Within the Water and Sewer Division, two (2) employees may be off the same week provided no overtime is needed.

Section 9.0 - Funeral Leave

Section 9.2

Amend by adding to the last sentence the words:

"on both sides."

Section 11.00 - Equipment

Section 11.2

Amend to read:

The City shall continue to provide rain gear and gloves for all employees. Specifications of the rain gear to be purchased must be approved by a committee consisting of Union and City representatives in cooperation with the City's Purchasing Department.

Section 11.3

Amend:

By increasing the safety shoe allowance from fifty dollars (\$50) to sixty dollars (\$60).

Section 11.4 - (New)

Add:

The City will provide work uniforms for the Equipment Mechanics.

Section 14.0 - Health Services and Insurance Plan

Section 14.01

Amend to read:

The City of Danbury agrees to pay the following amount to the Health Services and Insurance Plan Local Union #677:

- Effective July 1, 1985 - \$1.35 per hour.
- Effective July 1, 1986 - \$1.46 per hour.
- Effective July 1, 1987 - \$1.57 per hour.

Section 16.1

Amend to read:

The employer shall pay the following rates:

CLASSIFICATIONS	(6%) 7/1/85	(5.5%) 7/1/86
<b>PUBLIC UTILITIES DEPARTMENT</b>		
Administrative Aide	10.66	11.25
<b>Water Division</b>		
<u>Distribution and Transmission</u>		

Pipe Installer I	9.48	10.00
Pipe Installer II	9.97	10.52
Foreman	11.43	12.06
Cross Connector	8.46	8.93
Laborer II	8.77	9.25

Meters

Read/Installer	8.88	9.37
Lead Operator *	9.38	9.87

Treatment Plant

Operator I	8.88	9.37
Operator II	9.05	9.55
Operator Repairman	9.05	9.55
Foreman	11.43	12.06

**Sewer Division**

Collection System

Pipe Installer I	9.48	10.00
Pipe Installer II	9.97	10.52
Lead Installer *	10.47	11.02

Treatment Plant

Operator	8.88	9.37
Lead Operator *	9.38	9.87
Lab Technician	9.74	10.28

Maintenance Division .

Laborer I	8.55	9.02
Laborer II	8.77	9.25
Laborer II/Mason (When doing Mason work)	9.55	10.08
Utility Mechanic	9.73	10.27
Foreman	11.43	12.06
Equipment Mechanic	9.73	10.27

Delete: "Lead" Operator, etc.

\* rates include 50 cents premium for "Lead" status.

Section 16.2

Amend to read:

The City shall pay twenty cents (\$.20) per mile when an employee is required to use his personal vehicle on assigned duties.

Section 16.3 (New)

All employees who hold a state license as a plumber, electrician or heating and cooling mechanic shall receive a premium of eighty-five cents (\$.85) per hour if their job assignments require them to apply their licensed skill.

Beginning July 1, 1986 an additional premium of fifteen cents (\$.15) per hour will be paid for such licensing.

Section 20.1 - Duration and Termination

Amend to read:

With the exception of Section 16.1 which shall be reopened for wages for the period of July 1, 1987 through June 30, 1988, this agreement and Sections 14.0 and 19.0 shall remain in full force and effect until 12.01 A.M., July 1, 1988, and shall be considered automatically renewed for successive periods of one (1) year, unless either party shall give written notice to the other party at least one hundred twenty (120) days prior to such expiration date of a desire to amend or terminate this agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1985.

For The Union

For The City

\_\_\_\_\_  
George Lamontagne  
Teamsters Business Rep.

\_\_\_\_\_  
James E. Dyer  
Mayor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Emanuel A. Merullo  
Director of Personnel

\_\_\_\_\_  
Date

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This AGREEMENT made and entered into this 28<sup>th</sup> day of July, 1983, by and between the CITY OF DANBURY and TEAMSTERS UNION LOCAL #677.

### **1.0 - RECOGNITION**

The City of Danbury recognizes and acknowledges that the Union, its duly authorized agents, representatives, successors, is the exclusive bargaining agent for the employees in the departments hereinafter referred to in this Agreement between the City of Danbury and Teamsters Local #677, namely, Department of Public Utilities, Sewer Division, Water Division, and Maintenance Division.

### **2.0 - UNION SECURITY**

2.1 All classified present employees and unclassified employees who have completed both ninety (90) calendar days and sixty-five (65) working days, who are members of the Union on the effective date of this Agreement, shall remain members of the Union 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 classified full-time employees and unclassified employees who are hired or work in the classifications specified herein and who complete both ninety (90) calendar days and sixty-five (65) working days shall become and remain members in good standing by payment of the required initiation fee and regular monthly dues of the Local Union 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.

2.2 The Employer agrees to deduct regular monthly dues and initiation fees of the Union from the wages of all full-time classified employees and unclassified employees covered by this Agreement for whom a written authorization form is received and agrees to remit all such deductions to the Union. In the case of the initial deduction for a new employee, the Employer shall make retroactive deductions. Dues deductions shall be made from pay due for the second payroll period of each month. The Union agrees that it will save the Employer harmless from any suits or damages resulting from dues deductions made on the basis of reliance upon this or other contract language requiring such deductions.

### **3.0 - NON-DISCRIMINATION**

3.1 The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race,

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color, religion, sex, national origin or age (between the years of 40 and 65), nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin or age (between the years of 40 and 65).

3.2 The Employer and the Union agree that there will be no discrimination by the Employer or the Union against any employee because of his or her membership in the Union or because of any employee's lawful activity and/or support of the Union.

#### 4.0 - HOURS OF WORK AND OVERTIME

##### 4.1 Public Utilities Department

(a) Five (5) days shall constitute a normal work week--Monday through Friday.

(b) Time worked in excess of eight (8) hours per day or forty (40) hours per week, whichever is the greater, shall be paid as overtime at one and one-half (1-1/2) times the normal hourly rate.

(c) The regular work day shall be from 7:30 A.M. to 4:00 P.M.

(d) All hours worked before the regular starting time shall be paid at one and one-half (1-1/2) the normal hourly rate, except those hired specifically with different starting and ending eight (8) hour days.

(e) Saturday and Sunday work shall be paid at one and one-half (1-1/2) times the normal hourly rate.

(f) On available and overtime work, permanent employees will be given preference and called in before any part-time or spare help.

(g) Men called in for emergency work shall be paid a minimum of two (2) hours at time and one-half (1-1/2).

(h) Employees on standby will be paid a premium of Thirty-Five Dollars (\$35.00) per week. Any employee, when on standby, who is not available when called, shall forfeit his standby premium of Thirty-Five Dollars (\$35.00) for that week.

##### 4.2 Sewage and Water Treatment Plants

Five (5) consecutive days shall normally constitute a normal week's work.

(a) Saturday and Sunday as a part of a five (5) consecutive day work schedule is considered a normal and straight time work week.

Relief workers may not necessarily be assigned five (5) consecutive work days.

(b) Time worked in excess of eight (8) hours per day or forty (40) hours per week, whichever is the greater, shall be paid as overtime at one and one-half (1-1/2) times the normal hourly rate.

(c) Regular work day shall be eight (8) hours.

OPERATORS - Three (3) Shifts:	7:00 a.m. - 3:00 p.m.
	3:00 p.m. - 11:00 p.m.
	11:00 p.m. - 7:00 a.m.

All others from 7:00 a.m. to 3:30 p.m.

Should the Department Head desire to change the hours of shifts, it must be discussed and agreed to by the Union before any change can be put into effect.

(d) All hours worked before the regular starting time shall be paid at one and one-half (1-1/2) the normal hourly rate, except those hired specifically with different starting and ending eight (8) hour days.

(e) Employees of the Sewage and Water Treatment Plants who normally work Saturday, Sunday and holidays, if required to work on their normal days off, shall be compensated at one and one-half (1-1/2) times their normal rate.

(f) On available and overtime work, permanent employees will be given preference and called in before any part-time or spare help.

(g) Employees on night shifts shall be paid a differential of twenty-five cents (25¢) per hour in addition to their normal rate.

(h) Men called in for emergency work shall be paid a minimum of two (2) hours at time and one-half (1-1/2).

(i) Employees on standby will be paid a premium of Thirty-Five Dollars (\$35.00) per week. Any employee, when on standby, who is not available when called, shall forfeit his standby premium of Thirty-Five Dollars (\$35.00) for that week.

#### 4.3 Water Distribution, Transmission Division, Sewage Collection and Maintenance Division

(a) Five (5) days shall constitute a normal work week--Monday through Friday.

- 20
- (b) Time worked in excess of eight (8) hours per day or forty (40) hours per week, whichever is the greater, shall be paid as overtime at one and one-half (1-1/2) times the normal hourly rate.
  - (c) The regular work day shall be from 7:30 A.M. to 4:00 P.M.
  - (d) All hours worked before the regular starting time shall be paid at one and one-half (1-1/2) the normal hourly rate, except those hired specifically with different starting and ending eight (8) hour days.
  - (e) Saturday and Sunday work shall be paid at one and one-half (1-1/2) times the normal hourly rate.
  - (f) On available and overtime work, permanent employees will be given preference and called in before any part-time or spare help.
  - (g) Men called in for emergency work shall be paid a minimum of two (2) hours at time and one-half (1-1/2).

## 5.0 - SENIORITY

5.1 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 to employees older in service and in order of their seniority to the work available, providing qualified by mutual agreement. On available and overtime work, permanent employees will be given preference and called in before any part-time or spare help.

The provisions of the Civil Service Commission Rules and Regulations shall govern all promotions without regard to the provisions of this Agreement. The term "seniority", as used in this Agreement, shall apply to vacation preference, overtime assignments, layoffs from employment, and recalls to active employment provided the employee has the qualifications and ability to perform the required work. After satisfactory completion of the probationary period, an employee's seniority date shall be the employee's last date of hire.

5.2 Stewards shall be granted super-seniority for all purposes including lay-off providing the steward has the ability to perform one of the remaining jobs.

## 6.0 - HOLIDAYS

6.1 All employees covered by this Agreement who are not required to work shall receive full day's pay at their straight time rate of pay for the holidays listed below or days celebrated as such,

regardless of the day of the week upon which such holiday shall fall:

New Year's Day  
Good Friday  
Lincoln's Birthday  
Washington's Birthday  
Memorial Day  
Independence Day

Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Christmas Day  
Martin Luther King Day

6.2 All employees shall be entitled to one (1) personal day. Forty-eight (48) hours' notice must be given to the employer.

6.3 If an employee works on a holiday, he shall be paid at a rate of double time and one-half (2-1/2) for all hours worked on that day. (e.g. The double time and one-half (2-1/2) includes holiday pay at straight time plus time and one-half (1-1/2). If an employee works less than eight (8) hours on a holiday, he shall be paid double time and one-half (2-1/2) for all hours worked and straight time for the difference between eight (8) hours and hours actually worked.)

6.4 An employee, to be eligible for holiday pay, must first work the last scheduled working day before and the next scheduled working day after the holiday to receive holiday pay. The Department Head will have the sole authority to make exceptions to this rule if in his judgment, unusual circumstances dictate otherwise. When a holiday falls in a week during which an employee is on vacation, he shall receive the holiday pay. There shall be no days off in lieu of holiday pay. Employees assigned to continuous operations shall celebrate the holiday on the day on which it falls.

**7.0 - VACATIONS**

7.1 Employees who have been on the payroll one (1) year shall receive one (1) week vacation with pay.

7.2 Employees with two (2) years' service shall receive two (2) weeks' vacation with pay.

7.3 Employees with five (5) years of service shall receive three (3) weeks' vacation with pay.

7.4 Employees with twelve (12) years of service shall receive four (4) weeks' vacation with pay.

7.5 Employees with twenty (20) years of service shall receive five (5) weeks' vacation with pay.

7.6 Employees shall choose their first two (2) weeks' vacation in the order of their seniority.

7.7 The Department Head shall post a vacation schedule.

7.8 Employees who do not select their vacation by December 31st shall receive vacation time assigned by the Department Head.

7.9 Employees whose anniversary date is effected during the vacation period shall receive vacation time according to their years of service.

7.10 Upon discharge by the Employer, or quit by the employee, earned vacation time and pay shall be included in all final wage payments. In case of death of an employee who is eligible for a vacation, vacation pay due such an employee shall be paid to the employee's estate.

7.11 Vacation period for the Public Utilities Department shall be from July 1st to June 30th.

7.12 All new employees shall conform to the aforementioned vacation schedule. The above schedule shall prevail in all other instances.

7.13 Employees who are eligible to receive three or more weeks vacation in one year, may elect to take up to five of those days as individual days consistent with the orderly and efficient operation of the Department by making a request 72 hours in advance and receiving permission of the Department Head.

**8.0 - SICK LEAVE**

8.1 Employees absent from duty because of Worker's Compensation causes shall not have a sick leave counted for this absence. Sick leave shall be fifteen (15) days per year, cumulative to total days not used. After one hundred and five (105) days are accumulated, employees shall be paid for any additional sick days not taken at their request. In case of death, any accumulated sick days will be paid to an employee's spouse or estate. Non-used sick leave will be paid on retirement.

8.2 Employees out sick shall, on the first three (3) days, call fifteen (15) minutes before starting shift.

8.3 After the third (3rd) day out sick, notification must be given to the Department Head by a doctor. An employee punching out without approval of the foreman for illness, during a storm or an emergency will not be paid sick time during the balance of the day.

8.4

(a) The City shall pay full sick pay for the first (1st) week of the employee's illness if the employee has earned sick days available.

(b) On all weeks after the first (1st) week of an illness, the City shall pay three (3) days full sick pay if the employee

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has earned sick days available. The benefits paid when under the Teamsters Health Services and Insurance included in this contract shall fully compensate an employee each week for days of illness after the third day.

8.5 Employees who are disabled and lose time as a result of an injury suffered in the course of their employment shall be paid at sixty-six and two-thirds percent (66-2/3%) of their normal straight time pay during the first three (3) days of such injury.

8.6 Income Protection Plan. Employees hired after the effective date of this Agreement and employees who elect to be so covered within thirty (30) days of the effective date of this Agreement, shall be covered by the following sick leave provisions: It is recognized that from time to time an employee may be stricken with a disabling illness or injury which will prevent the employee from performing the requirements of the job. In such instances, it is the intention of the parties to minimize the financial impact of absence from work.

- (1) Effective July 1, 1982, each employee shall have accredited to his sick leave account the number of days, not to exceed one hundred and five (105), that were credited to the employee's account on June 30, 1982.
- (2) During the fiscal year beginning on July 1, 1982 and in each fiscal year thereafter, the employee shall be credited with ten (10) days towards the sick leave account for each completed year of service until such time as the account reaches a maximum of one hundred and fifty (150) days when the accumulation shall cease.
- (3) Employees who are absent due to a disabling illness or injury for five (5) or more days and who are under the care of a medical doctor, shall have such absence charged against the sick leave account and shall be paid for those days provided there are days still credited to the account.
- (4) Employees who are absent due to disabling illness or injury for periods of four (4) consecutive days or less, shall be paid for such days up to a maximum of eight (8) days each fiscal year. In the initial year of employment, these eight (8) days shall be earned by each employee at the rate of two-thirds (2/3rds) of a day for each month in which the employee works more than half of the scheduled working days. In each subsequent year of employment, the employee will be credited with eight (8) days of occasional sick days on

July 1st of each year. If an employee does not use the sick days as provided for in this subparagraph, the unused days shall be credited to the sick leave account on June 30th of each fiscal year as provided in subparagraph (2) above at the rate of one and one-half (1-1/2) days for each unused day up to a maximum accumulation of one hundred and fifty (150) days.

8.7 Union Welfare Payments. All current and accumulated sick days shall be fully paid by the Employer unless the employee is entitled to Union Welfare Fund accident and health benefits, in such case the Employer agrees to make up the difference between such welfare payments and the employee's normal weekly remuneration. The employee's sick leave account will be charged one-half (1/2) day for each day the employee received benefits from the Union Welfare Fund.

8.8 Workmen's Compensation. Any employee absent from duty because of Workmen's Compensation causes shall not have his sick leave counted for this absence except that an employee will use accumulated sick leave for days not paid under Workmen's Compensation. If an employee so desires, he may opt to charge his sick day account for one-half (1/2) day sick pay if he elects to receive difference pay between Workmen's Compensation and his regular straight time pay.

**9.0 - FUNERAL LEAVE**

9.1 Employees covered by this Agreement shall be granted up to three (3) days off with pay during a normal work week at their straight time rate for eight (8) hours per day if a death occurs in his immediate family.

9.2 Immediate family may be defined as mother, father, brother, sister, child, grandparents, in-laws (mother-in-law, father-in-law, brother-in-law, sister-in-law), grandchildren and spouse. Five (5) days off with pay will be granted in the case of spouse. One (1) day funeral leave will be granted on the day of the funeral for first aunt and uncle.

**10.0 - LONGEVITY PAY**

10.1 Employees with more than fifteen (15) years' service with the City of Danbury will have a longevity increment of One Hundred Dollars (\$100.00).

10.2 Employees with more than twenty (20) years' service shall receive One Hundred and Fifty Dollars (\$150.00). Payment to be made to the employee the first day of December each year.

**11.0 - EQUIPMENT**

11.1 The Employer shall install heaters, defrosters, skid chains or equipment required by law on all trucks, including flares, backup lights, fire extinguishers, etc. All vehicles must have a first aid kit.

11.2 The City shall continue to provide rain gear and gloves for all employees.

11.3 All employees of the Public Utilities Department shall be required to wear safety shoes during the working day. Employees shall purchase safety shoes of a style and type that meet OSHA standards and have been approved by the Employer. The Employer shall allocate Fifty Dollars (\$50.00) for each employee for the purchase of one pair of safety shoes per year from a supplier designated by the City. Replacements will be made yearly during the month of August except under unusual circumstances as determined by the Department Head.

**12.0 - ACCESS TO JOBS, RECORDS AND TIME RECORDS**

12.1 Authorized representatives of the Union shall have free access to the Employer's establishments, or any job site where employees subject to the terms of this Agreement are employed, during working hours for the purpose of adjusting disputes, investigating working conditions and determining whether or not the terms of this Agreement are being adhered to. Such authorized representatives of the Union shall have the right to inspect time cards and payroll records of the individuals involved for the same purposes and representatives of the Health Services and Insurance Plan shall have the right to audit such records to determine whether or not the Employer has complied with the terms of this Agreement and/or the rules and regulations of such Plan.

**13.0 - BULLETIN BOARDS**

13.1 The Employer agrees that it will provide suitable bulletin boards in conspicuous places, where the employees are employed, for the posting of information of interest to the employees subject to this Agreement. Employees will not deface or destroy notices placed on bulletin boards. Violators will be suspended.

**14.0 - HEALTH SERVICES AND INSURANCE PLAN**

14.01 The City of Danbury agrees to pay the following amount to the Health Services and Insurance Plan Local Union #677.

- Effective July 1, 1982 - \$0.87 per hour
- Effective July 1, 1983 - 0.95 per hour
- Effective July 1, 1984 - 0.99 per hour

14.02 Payments shall be based on forty (40) hours worked. Payments shall be made from the first hour of employment for all classified employees and for unclassified employees who are members of the Union not on withdrawal at the time of their employment with the City of Danbury for work covered by this Agreement. Payments shall be made from the ninety-first day of employment for all other unclassified employees covered by this Agreement.

14.03 For the purpose of this subparagraph, each hour paid for, figured to the nearest quarter (1/4) hour, as well as hours of paid vacation, paid holidays and other hours for which pay is received by the employee, shall be counted as hours for which contributions are payable. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions of thirty-two (32) hours for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions of thirty-two (32) hours shall not be paid for a period of more than twelve (12) months. All contributions shall be made at such time and such manner as the Trustees require, and the Trustees shall have the authority to have an independent certified public accountant audit the payroll and wage records of the Employer for the purposes of determining the accuracy of contributions of the Health Services and Insurance Plan.

14.4 The Employer and Union, which are signators hereto, ratify the designation of the Employer and employee Trustees under such Agreement and ratify all action already taken, or to be taken by such Trustees within the scope of their authority.

15.0 - GRIEVANCES

15.1 This procedure is established to seek an equitable resolution of problems that arise as a result of an Employer-employee relationship within the aforementioned departments.

15.2 Purpose

The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible so as to insure efficiency and employee morale.

15.2.1 A grievance, for the purpose of this procedure, shall be considered to be employee complaints concerned with:

- a. Discharge, suspension or other disciplinary action.
- b. Charge of favoritism or discrimination.

c. Matters relating to the interpretation and application of sections in this Agreement.

15.3 Procedure:

15.3.1 Step 1. Within six (6) working days of the aggrieved action or event, the grieved employee or employees must present the grievance to the Steward and the Department Head, or his representative, in writing, specifying the nature of his grievance and the section of the contract he claims to be violated. If a satisfactory adjustment is not effected with a representative of the Employer in six (6) working days, the Steward-employee shall submit such written grievance to the Union's business representative.

15.3.2 Step 2. Within five (5) working days thereafter, the business representative shall then take the matter up with the Department Head, or his representative with authority to act on such grievance, and a decision therein must be given to the business representative within five (5) working days. Any agreement settling the grievance shall be reduced to writing and signed by the parties. In the event the business representative shall be of the opinion that an employee grievance is without merit, the Local Union shall not be required to process the matter any further, and he shall so inform the employee filing the grievance and the Employer. There shall be no liability imposed thereby upon the Union or the Employer.

15.3.3 If Step 1 and Step 2 hereto have been complied with and settlement of a grievance has not been effected, the matter shall be submitted to the Connecticut State Board of Mediation and Arbitration.

15.3.4 The decision rendered by the arbitrator or arbitrators shall be final and binding upon both parties.

15.3.5 A Department Head shall have the right to determine all matters concerning work activities, management and administration that he deems necessary for the best interest of his department and the City of Danbury.

16.0 - WAGES

16.1 The Employer shall pay the following rates:

<u>CLASSIFICATIONS</u>	<u>7/1/82</u>	<u>1/1/83</u>	<u>7/1/83</u>	<u>1/1/84</u>
<u>Public Utilities Dept.</u>				
Administrative Aide	8.61	8.73	9.23	9.32
<u>Water Division</u>				
<u>Distribution &amp; Transmission</u>				
Pipe Installer I	7.60	7.71	8.21	8.29
Pipe Installer II	8.03	8.14	8.64	8.73
Foreman	9.14	9.26	9.76	9.86
Water/Shed Distributor	6.73	6.83	7.33	7.40
Meters				
Reader/Installer	7.09	7.19	7.69	7.77
Mechanic	7.09	7.19	7.69	7.77
<u>Treatment Plant</u>				
Operator I	7.09	7.19	7.69	7.77
Operator II	7.24	7.34	7.84	7.92
Operator Repairman	7.24	7.34	7.84	7.92
Foreman	9.28	9.40	9.90	10.00
<u>Sewer Division</u>				
<u>Collection System</u>				
Pipe Installer I	7.60	7.71	8.21	8.29
Pipe Installer II	8.03	8.14	8.64	8.73
<u>Treatment Plant</u>				
Operator	7.09	7.19	7.69	7.77
Apprentice Operator	6.50	6.60	7.10	7.17
Lab Technician	7.38	7.48	7.98	8.06
<u>Maintenance Division</u>				
Laborer I	6.82	6.92	7.42	7.49
Laborer II	6.99	7.09	7.59	7.67
Utility Mechanic	7.83	7.94	8.44	8.52
Foreman	9.28	9.40	9.90	10.00

Effective January 1, 1983, \$.03 per hour is added to the wage schedule in lieu of clothing allowance.

"Lead" Operator, Sewer Treatment Plant, assigned to the 7:00 A.M. to 3:00 P.M. shift; normally Monday through Friday, shall be paid forty cents (40¢) per hour in addition to the regular Operator rate.

20  
"Lead" Pipe Installer II, assigned to Sewer Collection, shall be paid twenty cents (20¢) per hour in addition to the regular Pipe Installer II rate.

Note: At the option of the employer, the starting rate for new employees shall be fifty cents (50¢) per hour under the rates listed on the previous page. After the first ninety (90) days worked in employment, the employee shall advance twenty-five cents (25¢) per hour. After six (6) months worked in employment, the employee shall advance to the hourly rate for his classification as listed on the previous page."

16.2 The City shall pay thirteen cents (13¢) per mile when an employee is required to use his personal vehicle on assigned duties.

#### 17.0 - JURY DUTY

17.1 If an employee must serve on jury duty, the City will pay the difference between the jury duty pay and his normal weekly earnings, but in no event shall the difference exceed forty (40) hours per week.

#### 18.0 - RIGHTS

18.1 The City retains all rights it had prior to the signing of this contract except as such rights are specifically relinquished or abridged by this contract.

#### 19.0 - PENSION PLAN

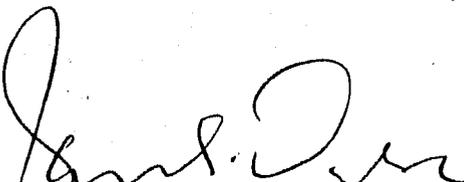
19.1 The City agrees to continue in effect the terms of the present pension plan for the duration of this agreement except as it may be modified by mutual agreement of the parties.

#### 20.0 - DURATION AND TERMINATION

20.1 With the exception of Section 16.0 which shall be reopened for wages for the period of July 1, 1984 through June 30, 1985 and Section 19.0, this agreement shall remain in full force and effect until 12:01 A.M., July 1, 1985, and shall be considered automatically renewed for successive periods of one (1) year, unless either party shall give written notice to the other party at least one hundred twenty (120) days prior to such expiration date of a desire to amend or terminate this agreement.

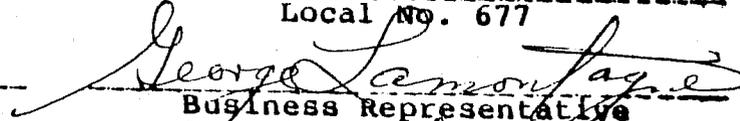
FOR THE CITY OF DANBURY

TEAMSTERS LOCAL UNION NO. 677, AN  
AFFILIATE OF THE INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS,  
CHAUFFEURS, WAREHOUSEMEN &  
HELPERS OF AMERICA

  
\_\_\_\_\_  
Mayor, City of Danbury

Local No. 677

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Business Representative

  
\_\_\_\_\_  
Witness

# TEAMSTERS LOCAL UNION No. 677

## AFFILIATIONS

INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS, CHAUFFEURS,  
WAREHOUSEMEN AND HELPERS  
OF AMERICA.

EASTERN CONFERENCE OF TEAMSTERS

TEAMSTERS' JOINT COUNCIL No. 64  
NEW HAVEN, CONN.

ANTHONY BOCCI  
Secretary-Treasurer

PERLEY ROSSIGNOL  
President and Business Agent

PAT SCHIFILITI  
Vice-President and Business Agent

GEORGE LAMONTAGNE  
Business Agent and Recording Secretary

1871 BALDWIN STREET  
WATERBURY, CONN. 06706  
TELEPHONE 203-763-8121



LOCAL UNION No. 677  
ORGANIZED 1936

PATRONIZE FIRMS EMPLOYING DRIVERS  
WHO WEAR THIS BUTTON

## MEMORANDUM OF AGREEMENT

This Agreement reached between the City of Danbury and Teamsters Local Union No. 677 on behalf of the employees of the Danbury Highway Department shall be added to Section Six (6) of the current Agreement (July 1, 1982 through June 30, 1985):

One (1) employee from each of the four (4) classifications (Operators, Mechanics, Drivers, and Laborers) shall be allowed to take his vacation from the second (2nd) week in November through April 18th.

For the City of Danbury:

For Teamsters Local Union No. 677

*James J. [Signature]*

*George Lamontagne [Signature]*

Signed this 28th day of July, 1983  
*[Initials]* *[Initials]*

# TEAMSTERS LOCAL UNION No. 677

## AFFILIATIONS

INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS, CHAUFFEURS,  
WAREHOUSEMEN AND HELPERS  
OF AMERICA.

EASTERN CONFERENCE OF TEAMSTERS

TEAMSTERS' JOINT COUNCIL No. 64  
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GEORGE LAMONTAGNE  
Business Agent and Recording Secretary

1871 BALDWIN STREET  
WATERBURY, CONN, 06706  
TELEPHONE 203-753-3121



LOCAL UNION No. 677  
ORGANIZED 1938

PATRONIZE FIRMS EMPLOYING DRIVERS  
WHO WEAR THIS BUTTON

## MEMORANDUM OF UNDERSTANDING

*Public Utilities*

It is understood that when an employee is called into work on a holiday other than his normally scheduled shift, the rate of pay shall be time and one half (1½) for hours worked plus the holiday pay. 6.3

When anyone works in a higher classification for more than one (1) day in succession he will receive the higher rate.

When anyone is assigned to work in a higher classification other than in an emergency situation, he shall be paid the higher rate from the first day.

For Teamsters Local Union No. 677

For the City of Danbury

*George Lamontagne*  
Business Representative

Dated: June 8, 1983

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement between the City of Danbury and Local 677 of the International Brotherhood of Teamsters details those changes agreed upon between the parties to Section 16.0 - Wages of the contract governing hours, wages and conditions of employment for employees in the Department of Public Utilities including Water Division, Sewer Division and Maintenance Division.

These changes shall be incorporated into the present contract as Appendix "A" as soon as practical after ratification by both parties.

The wage schedule included in Appendix "A" is for the period July 1, 1984 through June 30, 1985 and makes this contract whole.

APPENDIX "A"

Amend Section 16.1 to read:

The employer shall pay the following rates:

Classifications	Effective 7/1/84 Per Hour
Public Utilities Dept. Administrative Aide	\$ 10.06
Water Division Distribution & Transmission	
Pipe Installer I	8.94
Pipe Installer II	9.41
Foreman	10.63
Water/Shed Distributor	7.98
Meters	
Reader/Installer	8.38
Mechanic	8.38
Treatment Plant	
Operator I	8.38
Operator II	8.54
Operator Repairman	8.54
Foreman	10.78

Sewer Division  
Collection System

Pipe Installer I 8.94  
Pipe Installer II 9.41

Treatment Plant

Operator 8.38  
Apprentice Operator 7.73  
Lab Technician 8.69

Maintenance Division

Laborer I 8.07  
Laborer II 8.27  
Utility Mechanic 9.18  
Foreman 10.78

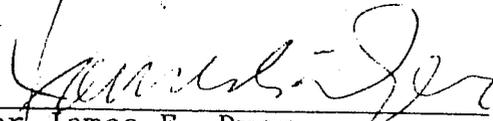
Effective January 1, 1983, \$.03 per hour is added to the wage schedule in lieu of clothing allowance.

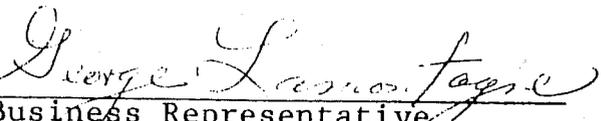
"Lead" Operator, Sewer Treatment Plant, assigned to the 7:00 A.M. to 3:00 P.M. shift, normally Monday through Friday, shall be paid forty cents (\$0.40) per hour in addition to the regular Operator rate.

If parties are in agreement please signify with appropriate signatures.

FOR THE CITY OF DANBURY

FOR TEAMSTERS LOCAL 677

  
\_\_\_\_\_  
Mayor James E. Dyer

  
\_\_\_\_\_  
Business Representative

September 12, 1984  
Date

  
\_\_\_\_\_  
Witness

MEMORANDUM OF AGREEMENT

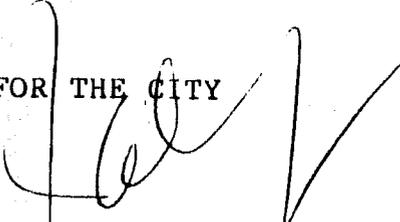
The City of Danbury and the Teamsters Union Local #677 agree to amend "Section 16.1 - Wages" of the Public Utilities contract by reclassifying the position of "Laboratory Technician." The rate of pay shall be changed from \$8.69 per hour to \$9.19 per hour.

Justification for this reclassification is contained in the addendum to the job description for this position dated October 2, 1984. A copy of the job description with the addendum is attached.

The effective date of the reclassification shall be October 9, 1984.

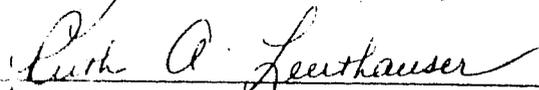
FOR THE CITY

FOR TEAMSTERS LOCAL #677

  
James E. Dyer, Mayor

  
George Lamontagne, Bus. Agent

  
Witness

  
Witness

November 5, 1984  
Date



# CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

JAMES E. DYER  
MAYOR

November 7, 1985

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

Dear Council Members:

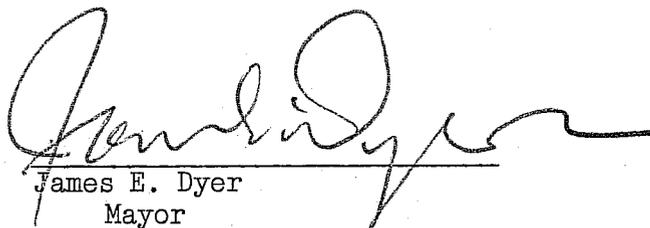
I am making the following appointment pending Common Council approval:

COMPTROLLER - CITY OF DANBURY

Dominic Setaro  
26 Great Plain Road  
Danbury, Connecticut 06810

Salary: \$46,000.

To be effective upon confirmation.



James E. Dyer  
Mayor

JED/rak

c: John Edwards  
Manny Merullo  
Evelyn Howley

No paperwork was  
found in the file.

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



023

**CITY OF DANBURY**  
OFFICE OF THE MAYOR  
DANBURY, CONNECTICUT 06810

**JAMES E. DYER**  
MAYOR

November 7, 1985

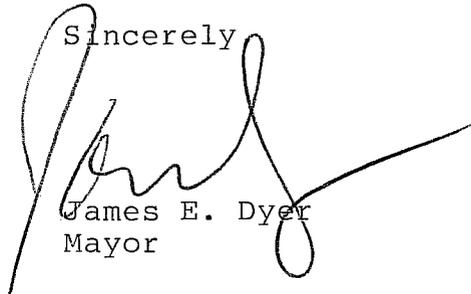
Honorable Members of the Common Council  
City of Danbury  
Connecticut

Dear Council Members:

I respectfully request your confirmation of the appointment of John M. Bondur, 34 Fairview Drive, Danbury to the Redevelopment Agency for a term to expire on January 1, 1990.

Mr. Bondur is Vice President of Alexander Proudfoot Company. He has an M.Ed. in Administration and Supervision from the University of Houston.

Sincerely



James E. Dyer  
Mayor

JED:mad



**CITY OF DANBURY**  
OFFICE OF THE MAYOR  
DANBURY, CONNECTICUT 06810

**JAMES E. DYER**  
MAYOR

November 7, 1985

Honorable Members of the Common Council  
City of Danbury  
Connecticut

Dear Council Members:

I respectfully request your confirmation of the appointment of Edward Ackell, Crest Avenue, Aqua Vista, Danbury to the Civil Service Commission for a term to expire January 1, 1988.

Mr. Ackell is owner of Ed's Cigar Box and and the Candy Box in Danbury. Mr. Ackell is also President of the Lebanon-American Club.

Sincerely,

A handwritten signature in cursive script, appearing to read "James E. Dyer", is written over the typed name.

James E. Dyer

JED:mad

✓  
025



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

FIRE DEPARTMENT  
19 NEW STREET

JAMES E. DYER, MAYOR

CHARLES J. MONZILLO, CHIEF  
(203) 748-5260

September 23, 1985

To: Mayor James E. Dyer  
From: Charles J. Monzillo, Chief of Department  
Subject: Telephone System Update

As per our conversation in August regarding our antiquated and costly telephone system, I have finally received the important information regarding costs.

To completely update the telephone system, so that the Fire Department can enter the Citywide Centrex system, we would require a \$19,000 up front payment.

That \$19,000 will be repaid over 3.33 years. From then on the savings of approximately \$5,000 per year in telephone bills would be realized.

I respectfully request that permission to implement the provisions for this change be granted, and \$19,000 be added to the Communications line (#020300) of the Fire Department budget.

Sincerely yours,

A handwritten signature in cursive script that reads "Charles J. Monzillo".

Charles J. Monzillo  
Chief of Department

CJM:kod  
\$-PHONES file  
MAYOR DYER disk 3

5 West Service Road  
P.O. Box 720  
Hartford, Connecticut 06142  
Phone (203) 524-6550

J. O. Rogers  
District Marketing Manager/Government



A Division of  
Southern New England Telephone

September 11, 1985

Chief Charles J. Monzillo  
Danbury Fire Department  
19 New Street  
Danbury, CT 06810

Dear Chief Monzillo:

After reviewing your current telephone system, I feel the time is right for your department to upgrade to a new "Horizon" telephone system. This system would not only increase telephone efficiency but will also reduce your monthly phone bills. Your current monthly phone bills total \$1,240.84, and by switching to centrex and "Horizon" your monthly phone bills would drop to approximately \$765.38 plus your radio circuits for a cost savings of \$475.46 per month. Your one time purchase price of this system would be approximately \$19,000.00.

Chief, the time is right, I urge you to consider this proposal as soon as possible.

Sincerely,

*Gary S. Santoro*

Gary S. Santoro  
Marketing Administrator

RECEIVED

SEP 11 1985

FIRE DEPT.

35,000  
19,000  
16,000

#020300 - COMMUNICATION SERVICES \$ 37,630

---

Telephone service is approximately \$1,350 per month (\$1,350 x 12 = \$16,200). It will be increased by 15% bringing the total needed to - \$ 18,630

When the communications system is entirely updated, this figure will be decreased by 30%.

Northwest Connecticut Public Safety Communications Center fee; \$ 12,000

Communications equipment, maintenance and repair \$ 7,000

Total \$ 37,630



028

**CITY OF DANBURY**  
**DANBURY, CONNECTICUT 06810**



DEPARTMENT OF POLICE  
120 MAIN STREET

**JAMES E. DYER, MAYOR**

**NELSON F. MACEDO, CHIEF**  
(203) 797-4611

October 15, 1985

MEMO

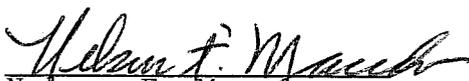
To: Mayor James E. Dyer  
From: Chief Nelson F. Macedo  
Subject: RANGE PROPOSAL

Enclosed please find the range proposal submitted by Van Noorden Company. The total cost of this specification including the equipment itself, installation, and shipping charges is \$40,554.

We are now working under a very strict time constraint. From the time the order is placed, it will take 12 weeks for the factory to manufacture and ship the equipment. This is important since the bullet trap cannot be put in place once the building has been enclosed. Due to its size and weight, it must be lowered into the basement by a crane, then the building closed around it. With the configuration of our addition, it would be impossible to install the equipment once it has been enclosed.

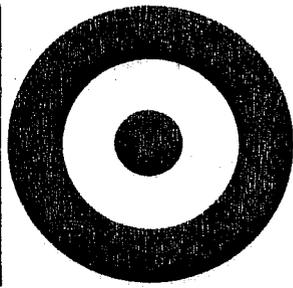
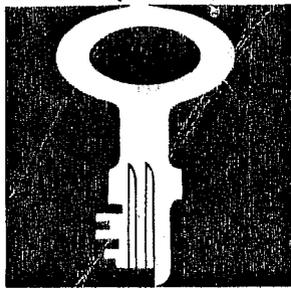
Because of the time element involved, I am strongly urging you to request that the \$40,554.00 needed to purchase the range be appropriated. I am further requesting that the normal bidding process be waived and the order given directly to Van Noorden. Van Noorden is the sole supplier of Caswell Equipment in New England, so to go through the normal bidding process would only delay the order, but we would still have the same supplier.

Thank you for your anticipated attention to this request.

  
Nelson F. Macedo  
Chief of Police

NFM:ks

cc: Lt. Lovell



**Van  
Noorden  
Company**  
DIVISION OF  
E.C. HILLIARD CORP.

Jail &  
Pistol  
Range  
Equipment

55 Border Street  
West Newton  
Massachusetts 02165  
617 969-7740

10-2-85

Danbury Police Department  
120 Main St.  
Danbury CT. 06810

Attn: Chief Nelson Macedo  
Lt. Robert Lovell  
Lt. Art Sullo

Gentlemen,

Confirming my conversation with Lt. Lovell on Oct. 1, 1985, Van Noorden Company is pleased to quote on furnishing and installing a complete Firing Range System in your new police headquarters building.

A bill of materials and specification sheets for each item of equipment are in the attached proposal.

The cost for the system furnished and installed, including testing and training of police department personell in its operation and maintenance, and 1 year warranty is \$40,000.00.

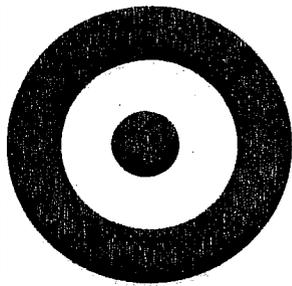
Van Noorden Co. is the New England representative for sales service and installation of Caswell International Firing Range equipment. In recent years we have installed Caswell Ranges in:

Milford, Ct.      Norwich, Ct.      Stamford Ct.      Westport, Ct.

Van Noorden's proximity (2 ½ hours drive) enables us to offer quick service assistance at lower cost than flying a technician in from the Mid-West.

There are several important items that the installation cost is contingent upon, they are:

1. The bullet trap armor plates and structural steel frames should be hoisted into the basement by the general contractor before the first floor slab is set in place. It may be impossible to get the armor plates down the stairs, corridor, around corners and thru the doorway at a later point. If possible, the additional handling would certainly add to the cost.
2. The electrical contractor should provided:
  - A. Empty conduit set into the concrete for the power supply, master console, local stalls, firing line security systems, lighting etc.
  - B. The E. C. will also have to provide adequate circuits for the power target retrieval motors, lighting etc. (5 circuits)
  - C. The E. C. should also include the labor to make (5) 120 v connections



**Van  
Noorden  
Company**  
DIVISION OF  
E.C. HILLIARD CORP.

Jail &  
Pistol  
Range  
Equipment

55 Border Street  
West Newton  
Massachusetts 02165  
617 969-7740

- D. The E. C. should furnish and install 5 rows of target illuminating flood lights and firing line overhead lighting, all on rheostat dimmers
- E. Caswell will provide conduit and light placement diagrams to the E. C. and will coordinate our work with him.
3. Ventilation by other contractors.
4. Accoustical wall and ceiling treatment can be installed by Van Noorden but is not included in this price. Accoustical material should be installed after the Firing Range Equipment is erected and installed.
5. Painting by other contractors.

Time is of the essence in allowing for the bullet trap armor plates to be delivered to the site. We must allow the factory 12 weeks.

Installation will be performed by Van Noorden Company's own crew. Our foreman and installers are experienced in Firing Range installation, set-up, 24 volt dc wiring, and operational testing. Police Department Personell may be called upon for the test firing of the Range.

We at Van Noorden Company would very much appreciate the opportunity to supply the Firing Range System for you.

Sincerely,  
Van Noorden, Co.

  
William Van Noorden Cantor  
President

**NOTE: OPTIONAL EQUIPMENT**

Although inadvertant overhead shots at the firing line probably will not pierce the concrete slab, the horizontal ceiling systems JG 12 is advisable. This will trap any high shots and prevent them from ricocheting onto shooters at the firing line.

The cost of the horizontal ceiling systems furnished and installed is \$2900.00.



**CITY OF DANBURY**  
**DANBURY, CONNECTICUT 06810**



DEPARTMENT OF POLICE  
120 MAIN STREET

JAMES E. DYER, MAYOR

NELSON F. MACEDO, CHIEF  
(203) 797-4611

October 1, 1985

NOTICE

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

From: Chief Nelson F. Macedo

Subject: CASWELL RANGE EQUIPMENT

The Danbury Police Department has received a price specification for a 50 foot, 4 position, Police Pistol Range, for the basement of the addition to Danbury Police headquarters. This price specification was received from Van Noorden Company and is for Caswell range equipment.

The total cost of this specification including the equipment itself, installation, and shipping charges is \$40,554.

We have been advised by Mr. William Cantor of Van Noorden Company, distributor for Caswell range equipment, that it will take approximately 6 to 10 weeks to get the equipment in from Caswell from the time it is ordered.

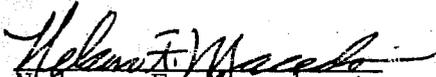
This equipment must be installed in the basement of the addition by crane prior to the closing in of the building, and it is, therefore, imperative that these funds be approved and money allocated forthwith.

The Danbury Police Department at the present time has no viable firearms training facility. We must depend on the Wooster Mountain Gun Club which is open to us in good weather only, one day per week, and only during the daylight hours. This is not conducive to sound police training practices.

The Civil Preparedness Facility has been closed down permanently due to excessive lead levels in the air which are a health hazard to our personnel.

I am, therefore, requesting the transfer of \$40,554 from the City of Danbury Contingency Account for the equipment and installation.

Thank you for your kind attention to this request.

  
Nelson F. Macedo  
Chief of Police

NFM:ks



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

DEPARTMENT  
OF FINANCE

November 7, 1985

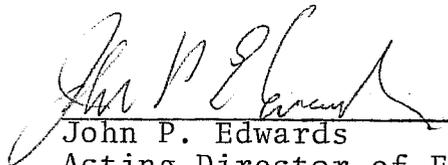
TO: Common Council via  
Mayor James E. Dyer

Certification #15

FROM: John P. Edwards

We hereby certify the availability of \$40,554.00 in the Contingency Account for the Police Department Firing Range.

Previous balance of Contingency Account	\$389,733.00
Less pending request	8,559.29
Less this request	40,554.00
	<u>\$340,619.71</u>

  
 John P. Edwards  
 Acting Director of Finance

JPE/af



# CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

JAMES E. DYER  
MAYOR

November 7, 1985

Honorable Members of the Common Council  
City of Danbury, Connecticut

Dear Council Members:

I believe that we need to add at least four Park Maintainers to our Table Of Organization to meet the demand of our recreation reorganization and development program. There are currently ten maintainers in the Department. Director Bob Ryerson agrees with me that four additional maintainers are necessary, especially with the addition of the C. D. Parks acreage to our inventory of recreation land.

Sincerely yours,

James E. Dyer  
Mayor

JED/mr  
cc: Parks & Recreation Commission.



# CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

JAMES E. DYER  
MAYOR

November 7, 1985

Honorable Members of the Common Council  
City of Danbury, Connecticut

Dear Council Members:

I believe that we need to add at least four Park Maintainers to our Table Of Organization to meet the demand of our recreation reorganization and development program. There are currently ten maintainers in the Department. Director Bob Ryerson agrees with me that four additional maintainers are necessary, especially with the addition of the C. D. Parks acreage to our inventory of recreation land.

Sincerely yours,

James E. Dyer  
Mayor

JED/mr  
cc: Parks & Recreation Commission.



30

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

November 7, 1985

## PUBLIC WORKS COMMITTEE REPORT

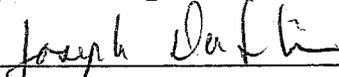
Honorable Mayor James E. Dyer  
Honorable Members of the Common Council

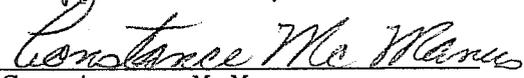
Re: Acceptance of Cannonball and Marc Roads.

The Public Works Committee studied a request to accept Cannonball and Marc Roads as City Highways. An on-site inspection was performed by the committee. City Engineer J. Schweitzer reported that these roads meet specifications.

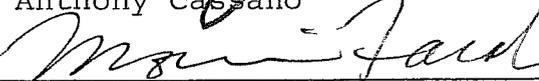
The Public Works Committee voted to recommend acceptance of Cannonball and Marc Roads as City Highways subject to the receipt of Deeds and Easements and Certificate of Title in a form satisfactory to the City Engineer and the Corporation Counsel.

Respectfully submitted

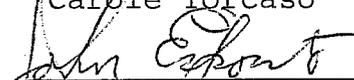
  
\_\_\_\_\_  
Joseph DaSilva, Chairman

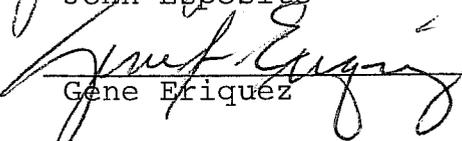
  
\_\_\_\_\_  
Constance McManus

  
\_\_\_\_\_  
Anthony Cassano

  
\_\_\_\_\_  
Mounir Farah

  
\_\_\_\_\_  
Carole Torcaso

  
\_\_\_\_\_  
John Esposito

  
\_\_\_\_\_  
Gene Enriquez



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

November 7, 1985

## PUBLIC WORKS COMMITTEE REPORT

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

Re: Acceptance of Cannonball and Marc Roads.

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The Public Works Committee voted to recommend acceptance of Cannonball and Marc Roads as City Highways subject to the receipt of Deeds and Easements and Certificate of Title in a form satisfactory to the City Engineer and the Corporation Counsel.

Respectfully submitted

---

Joseph DaSilva, Chairman

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Constance McManus

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Anthony Cassano

---

Mounir Farah

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Carole Torcaso

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John Esposito

---

Gene Enriquez



31

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

November 7, 1985

## REPORT

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

Request from Trio Association, owner of the Belvedere Restaurant.

The Common Council committee appointed to review the request of Trio Associates, Inc. Owner of Belvedere Restaurant, for an additional four feet for an enclosed "Greenhouse" at the Corner of Post Office Street and Ives Street, met on October 3, 1985 at 8:00 P.M.

Present were Councilmen Esposito and Eriquez. Also present were L. Sedney Director of Planning, J. Saffi and R. Jowdy of Trio Associates, Belvedere Restaurant.

After discussion, in an effort to clarify the legal mechanism to be employed for the right to use this space given by the committee in its September 19, 1985 meeting, Mr. Eriquez moved to recommend to the Council that permission be granted for the right to use space approximately 4 feet in width and 55 feet in length (in accordance with the plan submitted by Mr. Saffi) on to Post Office Street for the designated purpose of a "Greenhouse" addition to the Belvedere Restaurant.

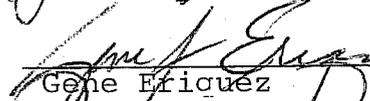
The legal vehicle for this permission will be in the form of a lease with a recommended term of forty years with the option to renew. Consideration for this space will be based on an appraisal (conducted through the Planning Department) to determine the fair market value of the subject property.

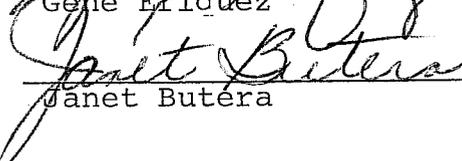
This approval applies with the following condition: That the Planning Department be given the authority for architectural review and approval of any structure to insure its compliance and conformity with the Ives Street renovation project plans.

The motion was seconded by Mr. Esposito and passed unanimously.

Respectfully submitted

  
John Esposito, Chairman

  
Gene Eriquez

  
Janet Butera



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

PLANNING COMMISSION  
(203) 797-4525

July 30, 1985

The Common Council  
City of Danbury  
Danbury, Connecticut

Re: 8-24 Referral - Request of Trio Associates Inc. Owner of Belvedere Restaurant, for an Additional four feet for an enclosed "Greenhouse" - Corner Post Office St. and Ives St.

Dear Council Members:

The Planning Commission at its meeting held July 24, 1985 voted that a letter be sent to the Common Council stating that at this time the Planning Commission cannot take action on this matter because there are some legal questions that have to be answered.

The motion was made by Mr. Durkin, seconded by Mr. Bondatti and passed with "ayes" from Commissioners Durkin, Bondatti, Woodruff and Hyman.

Sincerely yours,

*Joseph Walkovich*  
Joseph Walkovich, Chairman  
Planning Commission  
City of Danbury

JW:ds

37

**JOSEPH A. SAFFI**  
ATTORNEY AT LAW  
70 WEST STREET  
POST OFFICE BOX 1242  
DANBURY, CONNECTICUT 06810-1242  
TELEPHONE (203) 792-1103

May 29, 1985

*Wm R*  
*For July*  
*Agenda*

James E. Dyer  
of Danbury  
Danbury, Ct. 06810

RE: Belvedere Corporation

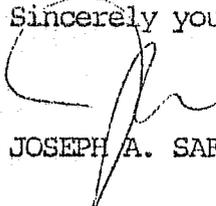
Dear Mayor Dyer:

This is to notify you that I represent Trio Associates, Inc. the current owners of the Belvedere Restaurant located on the corner of Post Office and Ives Street. My clients currently are allowed use of an area of the sidewalk ranging from ten (10') feet to seventeen (17') feet along Post Office Street, for exterior building and a "greenhouse type" cafe. My clients wish to extend this area an additional four (4') feet and wish to petition the common council for the use of this space.

As stated previously, my clients wish to utilize this property for an enclosed "greenhouse" for additional seating to the restaurant and this additional four (4') feet is vital to my client's plans for renovation of this building. All site plans and drawings would be submitted to the planning department for approval once this use of space has been approved by the common council. This project would enhance and be in full conformity with the Ives Street renovation project. Therefore, I would appreciate your endorsement to this project and use of this space.

Your continued cooperation is appreciated.

Sincerely yours,

  
JOSEPH A. SAFFI

JAS:ly

cc: Connie McManus - President of Common Council  
Len Sedney - Planning Department  
Keith Cogan - Mayor's Office  
Ron Jowdy

*Handwritten notes*



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

COMMON COUNCIL

November 7, 1985

## REPORT

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

Request from Trio Association, owner of the Belvedere Restaurant.

The Common Council committee appointed to review the request of Trio Associates, Inc. Owner of Belvedere Restaurant, for an additional four feet for an enclosed "Greenhouse" at the Corner of Post Office Street and Ives Street, met on October 3, 1985 at 8:00 P.M.

Present were Councilmen Esposito and Eriquez. Also present were L. Sedney Director of Planning, J. Saffi and R. Jowdy of Trio Associates, Belvedere Restaurant.

After discussion, in an effort to clarify the legal mechanism to be employed for the right to use this space given by the committee in its September 19, 1985 meeting, Mr. Eriquez moved to recommend to the Council that permission be granted for the right to use space approximately 4 feet in width and 55 feet in length (in accordance with the plan submitted by Mr. Saffi) on to Post Office Street for the designated purpose of a "Greenhouse" addition to the Belvedere Restaurant.

The legal vehicle for this permission will be in the form of a lease with a recommended term of forty years with the option to renew. Consideration for this space will be based on an appraisal (conducted through the Planning Department) to determine the fair market value of the subject property.

This approval applies with the following condition: That the Planning Department be given the authority for architectural review and approval of any structure to insure its compliance and conformity with the Ives Street renovation project plans.

The motion was seconded by Mr. Esposito and passed unanimously.

Respectfully submitted

\_\_\_\_\_  
John Esposito, Chairman

\_\_\_\_\_  
Gene Eriquez

\_\_\_\_\_  
Janet Butera

32

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

AREA CODE 203  
744-2150

June 17, 1985

RECEIVED

JUN 18 1985

OFFICE OF CITY CLERK

Common Council - City of Danbury  
155 Deer Hill Avenue  
Danbury, Connecticut 06810

Re: Post Office Street Closing

Dear Members of the Common Council:

Please be advised that I represent the Groveland Corporation and Flagship Development and Investment Company, operators and owners of the lease of premises known as Benedict's Cafe at 275 Main Street, Danbury, Connecticut. The owners would request an easement or license from the City of Danbury onto a portion of Post Office Street, which will be closed off to traffic for purposes of constructing a cafe-type enclosure.

They feel that the improvement to be constructed will enhance the proposed Ives Street revitalization project. We look forward to meeting with you to show the exciting plans, which have been designed in connection with the cafe addition.

I would appreciate it if you could advise me as to the committee which will review these plans and the date of the meeting.

Yours very truly,



Paul N. Jaber

PNJ:gm  
cc: L. Sedney



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

PLANNING COMMISSION  
(203) 797-4525

July 30, 1985

The Common Council  
City of Danbury  
Danbury, Connecticut

Re: 8-24 Referral - Request from the Groveland Corp.  
for an Easement or License to Construct a cafe-type  
enclosure.

---

Dear Council Members:

The Planning Commission at its meeting held July 24, 1985 voted that a letter be sent to the Common Council stating that at this time the Planning Commission cannot take action on this matter until the legal questions are satisfied.

The motion was made by Mr. Durkin, seconded by Mr. Hyman and passed with "ayes" from Commissioners Durkin, Hyman, Woodruff and Bondatti.

Sincerely yours,

*Joseph Walkovich*  
K.P.S.

Joseph Walkovich, Chairman  
Planning Commission  
City of Danbury

JW: ds



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

W-0  
SPT. 11  
PLANNING COMMISSION  
(203) 797-4525

September 3, 1985

The Common Council  
City of Danbury  
Danbury, Connecticut

Re: 8-24 Referral - Request for Easement or License from  
the City of Danbury - Groveland Corporation & Flagship  
Development and Investment Company - for purposes of  
Constructing a Cafe-type Enclosure

Dear Council Members:

The Planning Commission at its meeting held August 28, 1985 voted a positive recommendation on the Request of the Groveland Corporation and Flagship Development and Investment Company, operators and owners of the lease of premises known as Benedict's Cafe at 275 Main Street, for an easement or license from the City of Danbury onto a portion of Post Office Street, for purposes of constructing a cafe-type enclosure.

The motion was made by Mr. Durkin, seconded by Mr. Bondatti and passed with "ayes" from Commissioners Durkin, Bondatti and Hyman.

Sincerely yours,

Joseph Walkovich, Chairman  
Planning Commission  
City of Danbury

JW:ds



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

November 7, 1985

## REPORT

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

Request from Groveland Corporation for an easement or license to construct a cafe-type enclosure.

The Common Council committee appointed to review the above request, met on October 3, 1985 at 8:30 P.M. Present were J. Esposito, Chairman and Councilman Enriquez. Also present was L. Sedney, Director of Planning and Atty Paul Jaber representing the Groveland Corporation.

After discussion, Councilman Enriquez moved to recommend to the full Council that permission be granted for the right to use approximately 10 feet eight inches in width and 50 feet six inches in length (per plans submitted by Mr. Jaber) for a "greenhouse, cafe-type enclosure" addition to Benedict's Cafe.

The legal vehicle will be in the form of a lease with a recommended term of forty years with the option to renew. Consideration for this space will be based on an appraisal (conducted through the Planning Department) to determine the fair market value of this space.

This approval applies with the following conditions: That architectural reviews and approval authority be given to the Planning Department to insure that any structure is in compliance and conformity with the Ives Street Renovation Project and; that the first set of steps from Main Street towards Ives Street be aligned in accordance with the requirements of the Planning Department.. Motion was seconded by Mr. Esposito and passed unanimously.

Respectfully submitted

  
\_\_\_\_\_  
John Esposito Chairman

  
\_\_\_\_\_  
Gene Enriquez

  
\_\_\_\_\_  
Janet Butera



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

November 7, 1985

## REPORT

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Honorable Members of the Common Council

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This approval applies with the following conditions: That architectural reviews and approval authority be given to the Planning Department to insure that any structure is in compliance and conformity with the Ives Street Renovation Project and; that the first set of steps from Main Street towards Ives Street be aligned in accordance with the requirements of the Planning Department.. Motion was seconded by Mr. Esposito and passed unanimously.

Respectfully submitted

\_\_\_\_\_  
John Esposito

Chairman

\_\_\_\_\_  
Gene Eriquez

\_\_\_\_\_  
Janet Butera

Grolljohn and Deans

38

FILED  
TOWN CLERK'S OFFICE  
DANBURY, CONN.  
JAN 3 1902  
# 189

Post Office St.

Old Stake

60.8'

37.5'

43.5'

61.0'

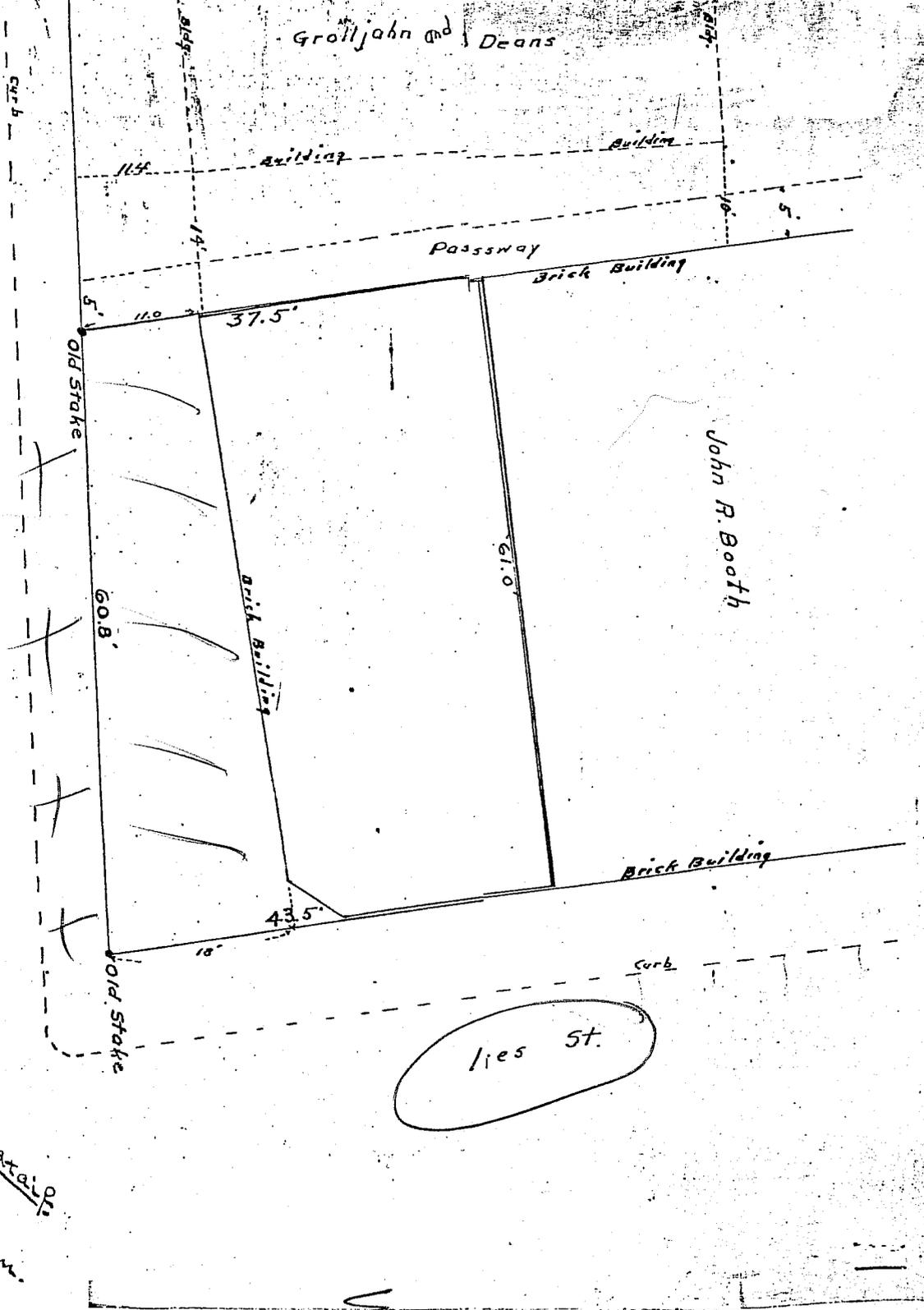
Old Stake

lies St.

Property of  
Ezra H. Katalip  
80.5 Feet + 5.5 St.  
Danbury Conn.

W  
I  
E  
S

A SKETCH  
From ORIGINAL HULL PROPERTY





# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

November 7, 1985

## REPORT

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

Re: Sec. 17-74 - Blasting Operations.

The Health Committee met on the request to improve the local blasting Ordinance, on Oct. 15, 1985.

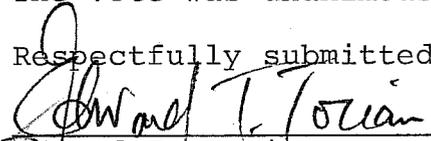
In attendance were committee members - Torian, Butera, Johnson & Skoff, and Fire Chief Charles Monzillo.

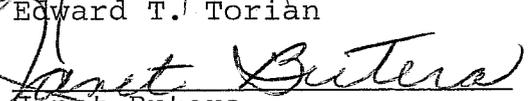
Chief Monzillo noted that the language in the existing ordinance 17-74, required observance of local ordinances in addition to State laws by individuals or firms who handle explosives; so that a contractor, for example, must comply with, not just local laws but also the Connecticut General Statutes as well.

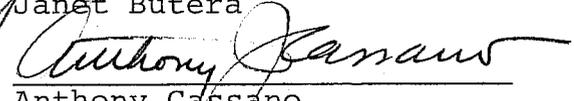
The committee felt that the existing ordinance would be more comprehensive and allow for greater ease in interpretation by the average citizen, if some modifications were made to the language, while not disturbing the overall intent of the ordinance.

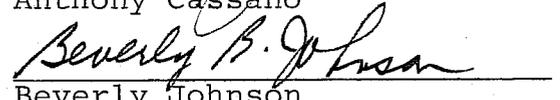
Motion was made by Councilwoman Butera and seconded by Councilwoman Johnson to recommend changing the existing ordinance as per the attached, and that it be deferred to Public Hearing. The vote was unanimous.

Respectfully submitted

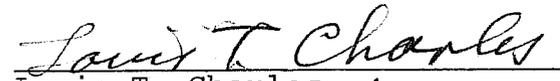
  
Edward T. Torian

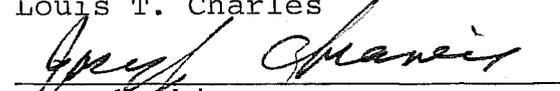
  
Janet Butera

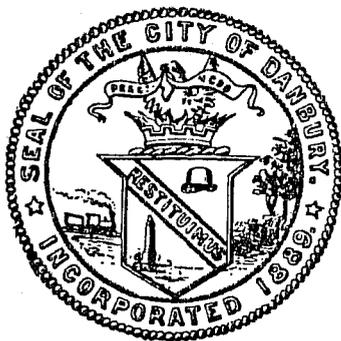
  
Anthony Cassano

  
Beverly Johnson

Thora Skoff

  
Louis T. Charles

  
Louis T. Charles



**ORDINANCE**  
**CITY OF DANBURY, STATE OF CONNECTICUT**  
**COMMON COUNCIL**

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

THAT Sec. 17-74 of the Code of Ordinances of Danbury, Connecticut be changed to read as follows:

Sec. 17-74. Blasting operations.

When rock or other hard material must be removed by a permittee, he may blast such material if the pavement or other structures will not be endangered thereby. The permittee shall exercise extreme care in blasting operations in order to prevent injury to persons and property. The contractor shall secure all necessary licenses and permits from the state commissioner of public safety or the Danbury fire marshal, as the case may be, and observe all federal laws and local ordinances as well as the provisions of Connecticut General Statutes section 29-343 et seq., as the same may be amended from time to time, together with any state regulations relating to transportation, storage, handling or use of explosives. When blasting is to take place near adjacent structures or services, the same shall be carefully protected against damage. The explosives must be of such number and size of charge and be so placed as not to cause an unduly large excavation or unnecessarily shatter rock adjacent to the excavation. All rock loosened or shattered in the sides of the excavation shall be completely removed by wedging or barring or other approved means.



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

## REPORT

November 7, 1985

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

Re: Status Report of ad hoc committee to review offer from the State of Connecticut to purchase 2.07+ acres from the City of Danbury.

The committee met on October 25, 1985 at 7:00 P.M. in room 432 of City Hall. In attendance were Council Members S. Flanagan and T. Skoff. Also in attendance was Corporation Counsel T. Goldstein.

This committee had previously met on March 25, 1985 with Council Members S. Flanagan, B. Johnson, T. Skoff; J. Chianese (ex-officio); Paul Estefan and Mr. M. Parille.

Councilwoman Skoff began the October 25th meeting with a review of background information presented to the committee. This included correspondence from:

1. Mr. Paul Estefan
2. Planning Commission
3. F.A.A.
4. Offer from the D.O.T. State of Connecticut.

Since March of 1985, the committee has been kept apprised of correspondence between Corporation Counsel T. Goldstein and the State D.O.T. Attorney Goldstein had asked the D.O.T. for a copy of their appraisal on the 2.07+ acres. The State replied that this is not customary.

Attorney Goldstein reiterated the City's position in this matter for the committee. The State does have the right to take this property by eminent domain; if the City had the property appraised at a higher value, a legal judgment would then be made of the value of the property.

The recommendation by Attorney Goldstein at this time is that a real-estate Counselor, specifically skilled in appraisal of land (such as those surrounding an airport) be retained to review the situation and help determine if the City should further review the value of the land.

This will be done through the Office of the Corporation Counsel. The meeting was adjourned at 8:15 P.M.

Respectfully submitted

---

Thora Skoff - Chairperson

---

Stephen Flanagan

---

Beverly Johnson



# CITY OF DANBURY

DANBURY, CONNECTICUT 06810

**THEODORE H. GOLDSTEIN**  
CORPORATION COUNSEL

**ERIC L. GOTTSCHALK**  
**THOMAS G. WEST**  
**SANDRA V. LEHENY**  
**TERRY L. SACHS**

**ASSISTANT CORPORATION**  
**COUNSEL**

April 3, 1984

PLEASE REPLY TO:

DANBURY, CT 06810

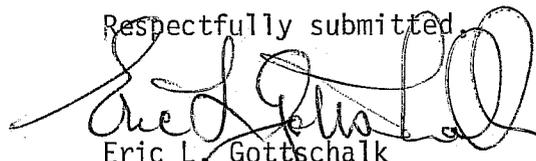
Hon. James E. Dyer, Mayor  
and  
Hon. Members of the Common Council  
City of Danbury  
155 Deer Hill Avenue  
Danbury, Connecticut

Re: Lease of Danbury Railroad Station

Dear Mayor and Council Members:

The State of Connecticut has offered to lease the Danbury Railroad Station to the City of Danbury in return for a 20% share of gross rental receipts from parking areas on site, as well as any subsequent subleases of the station's building. The need for municipal funds is not currently contemplated. Additional details are in the process of being negotiated and will be made available to the Common Council as they become finalized. In order that the City may implement this project expeditiously, please refer the matter to the Planning Commission for a report and thereafter consider the adoption of the attached resolution authorizing Mayor James E. Dyer to carry out the program.

Respectfully submitted,



Eric L. Gottschalk  
Assistant Corporation Counsel

ELG:cr

Attachment



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

November 7, 1985

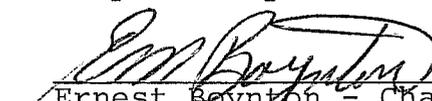
REPORT & RESOLUTION

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

Re: Lease of Danbury Railroad Station.

A meeting of the Land Acquisition Committee was held on October 21, 1985 at 7:30 P.M. Members present were Chairman Boynton, Charles, Flanagan, Sollose, Members absent were Gallo, Butera & Godfrey. The Resolution was discussed by the committee on the Lease of the Danbury Railroad Station. A motion was made by Councilman Charles and seconded by Councilman Flanagan that the Resolution be adopted subject to final approval by the Common Council of the negotiated lease. Motion carried.

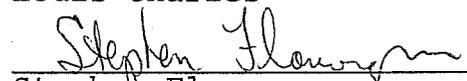
Respectfully submitted

  
Ernest Boynton - Chairman

  
Bernard Gallo

Janet Butera

  
Louis Charles

  
Stephen Flanagan

  
Robert Godfrey

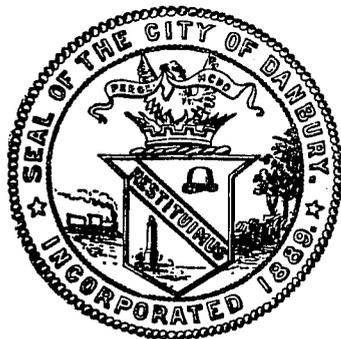
  
Donald Sollose

# RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

NOV 7 1985 A. D., 19

RESOLVED by the Common Council of the City of Danbury:



WHEREAS, the State of Connecticut has expressed a willingness to lease the Danbury Railroad Station to the City of Danbury; and

WHEREAS, said arrangement would permit the City of Danbury to revitalize said property and thereafter to encourage more intensive and appropriate use of the property in a way which will encourage greater use of railroad transportation by commuters and others; and

WHEREAS, said project is in the best interests of the City of Danbury;

NOW, THEREFORE, BE IT RESOLVED THAT Mayor James E. Dyer be and hereby is authorized to execute a certain lease of the Danbury Railroad Station by and on behalf of the City of Danbury and that Mayor James E. Dyer be and hereby is authorized to take any and all additional steps necessary to accomplish the purposes hereof.



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

November 7, 1985

## LAND ACQUISITION COMMITTEE REPORT

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

The Land Acquisition committee met on October 21, 1985 at 7:30 P.M. and hereby submits the following items to be tabled:

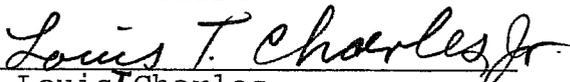
1. Offer of land - Hayestown & East Hayestown Roads..
2. Land on Mountainville Ave: Joe Beilin - American Farm Realty, Stanley Bernstein - asking \$85,000 4.1 acres.  
Table: to on site inspection for Nov. 10, 1985 10:30 A.M.
3. Downtown Office Space - Tabled
4. Road Widening - Stadley Rough Road. - Tabled.
5. Sutton Property - Brushy Hill Road - approx 40 acres .  
Asking price \$200,000. Taxes \$4,400 approx. per year.  
Zoning - 2 acre zone.  
Information to be secured from Planning Commission, Parks & Rec.  
On-site inspection to be held on Nov. 10, 1985 10:30 A.M.
6. Offer of land - Chambers Road & Zinn Road - Tabled.
7. Traffic Improvement - Padanaram & Golden Hill Rd. - Tabled.
8. Land offer - Macelletti Property- 73 Coalpit Hill Rd. - Tabled.

Respectfully submitted

  
Ernest Boynton Chairman

  
Bernard Gallo

Janet Butera

  
Louis Charles

  
Stephen Flanagan

  
Robert Godfrey

  
Donald Sollose



36  
37

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

November 7, 1985

## LAND ACQUISITION COMMITTEE REPORT

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

The Land Acquisition committee met on October 21, 1985 at 7:30 P.M.  
and hereby recommends the following:

1. Land for sale - Rogers Park -- A motion was made by Councilman Flanagan and seconded by Councilman Charles to recommend denial. Motion carried.
2. Land offer - 9 Bank St. - A motion was made by Councilman Sollose and seconded by Councilman Flanagan to recommend denial of the this land offer. Motion carried.
3. Offer of land at the Corner of West St. and Terrace Place.  
A motion was made by Councilman Flanagan and seconded by Councilman Sollose to recommend denial. Motion carried.

Respectfully submitted

Chairman

Ernest Boynton

Bernard Gallo

Janet Butera

Louis Charles

Stephen Flanagan

Robert Godfrey

Donald Sollose

COMMON COUNCIL SEWER & WATER EXTENSION COMMITTEE REPORT

Date: Nov. 7, 1985

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

Re: Sewer & Water for Oil Mill Road.

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. Councilman Durkin abstained from voting at the committee meeting.

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 & 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.
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 sewer & water line within City Streets, and any necessary documents be granted to the City in a form which is acceptable to the City Engineer and Corporation Counsel.
6. The petitioner shall convey ownership of and easements to all or such portions of the sewer & 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 sewer & water lines.

Respectfully submitted

Bernard P. Gallo Chairman

Bernard P. Gallo

Edward T. Torian

Edward T. Torian

Nicholas Zotos

Nicholas Zotos

Joseph A. Torcaso

Joseph A. Torcaso

Joseph J. Durkin

Stephen T. Flanagan

Stephen T. Flanagan

Carroll J. [Signature]

COMMON COUNCIL SEWER & WATER EXTENSION COMMITTEE REPORT

Date: Nov. 7, 1985

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

Re: Request of Conn. Limousine Service Inc. for extension of water - Old Ridgebury Road & Mill Plain Rd.

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 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.

Respectfully submitted

Bernard P. Gallo Chairman

Bernard P. Gallo

Edward T. Torian

Edward T. Torian

Nicholas Zotos

Nicholas Zotos

John A. Torcaso

John A. Torcaso

Joseph J. Durkin

Joseph J. Durkin

Stephen T. Flanagan

Stephen T. Flanagan

Russell J. [Signature]

November 6, 1985

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

We hereby request permission to have a Wood Sale for the purpose of buying Christmas toys for the needy children and to contribute to worthwhile charities.

This charitable activity has taken place for the past three years. In prior years the Council Members have graciously given up their time to help in the sale of wood and we would appreciate their help again this year.

Daniel Garamella  
Director of Public Works

mr



Planned Parenthood®  
of Connecticut, Inc.

129 Whitney Avenue  
New Haven, Connecticut 06510  
203 865-5158

042  
**RECEIVED**  
**NOV 6 1985**

**OFFICE OF CITY CLERK**

**Officers:**

- Tommy Fox  
President
- Phoebe Bennet Boyer  
Vice President
- JoAnn Jones  
Vice President
- Dorey Sarkady  
Secretary
- William Goodman  
Treasurer

**October 31, 1985**

**The Honorable Connie McManus  
Chairman City Council  
City Hall  
Danbury, CT. 06810**

**Dear Madam Chairman:**

**Board of Directors:**

- Neil Bennett
- Elizabeth S. Benson
- Marion H. Bigelow
- Mary S. Bivins
- Ruven Brooks
- Kay Campbell
- Charles B. Cheney, M.D.
- Corinne de Cholnoky, M.D.
- Barbara Ellinghaus
- The Rev. Joan Bates Forsberg
- Richard H. Goodwin
- John Griese
- Helen Hermes
- Norman Herzig, M.D.
- Cornelia Jahncke
- Sandra Klebanoff
- Barbara McCorvie
- William G. Miller
- Elizabeth Moore
- Philip W. Ness, Jr.
- Charlotte V. Osborn
- Jean L. Rexford
- Carlos Salguero, M.D.
- Joan O. Sillin
- The Rev. T. Guthrie Speers
- Sally L. Swift
- Anne Taylor

In November 1983 Planned Parenthood of Connecticut, with state headquarters in New Haven, Connecticut, purchased a building at 44 Main Street to be used as its clinic.

At the time of the closing of the property, the attorney representing us failed to file, with the Assessor and Town Clerk, the fact that said property was being purchased by an organization whose purposes were for public service and it was so certified under 501 c 3 of the Internal Revenue Statutes providing it with tax free status.

We have recently received a real estate tax lien from the City of Danbury for nonpayment of taxes on the property. In view of the nature of our organization and its accreditation, we would respectfully request that the Common Council of the City of Danbury remove the tax lien from this property and abate a portion of the taxes that have been assessed.

Under the terms of our purchase agreement, we are obliged to continue in effect a lease with the J. S. Hair Design through the 30th of June 1986. Since our purchase in November 1983 through June 1984, we received \$450.00 per month rent. From July 1, 1984 through June 30, 1985 the rent was increased to \$475.00 per month. From July 1, 1985 through June 30, 1986 the rent will be \$500.00 per month. The tenant occupies approximately 900 square feet of the 5,000 square feet of the building. We recognize that we are responsible for a tax on that portion of the building for which we are receiving rent. When consideration of abatement is being made and we are advised of the tax due on the leased portion of the building, a check will be sent immediately to the city treasurer.

**Sponsors:**

- Whitney Darrow, Jr.
- Thomas I. Emerson
- Edwin D. Etherington
- The Hon. Dorothy Goodwin
- John Hersey
- Chester W. Nimitz, Jr.
- Roger Tory Peterson
- Joanne Woodward

**Executive Director:**

Joan Griggs Babbott, M.D.

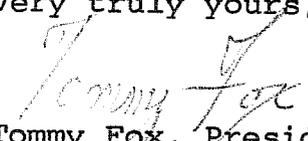
42  
Page 2.

In accordance with the statutes we enclose for your records:

1. State of Connecticut tax exempt form M 3 revised.
2. Copy of By-Laws.
3. Copy of our Internal Revenue certificate designating Planned Parenthood 501 C 3 organization.
4. Copy of our lease with J. S. Hair Designs.
5. Copy of tax lien.

Thank you for your efforts in this matter. We beg to remain

Very truly yours,

  
Tommy Fox, President  
Planned Parenthood

412

# CITY OF DANBURY—REAL ESTATE TAX LIEN

## CERTIFICATE CONTINUING TAX LIEN FOR NOT MORE THAN TEN YEARS

The undersigned Tax Collector of the City of Danbury in the County of Fairfield, State of Connecticut, hereby continues for a period of not more than ten years from the date hereof a tax lien in favor of the City of Danbury upon real estate situated in Danbury, Connecticut.

The lien continued by this certificate is to secure payment of a tax the principal of which is due to said City of Danbury, together with legal interest, fees and charges thereon, laid on the assessment list of October 1, 1983, in the name of the individual(s) listed below which became due in the four installments as follows:

7/02/84    10/01/84    1/02/85    4/01/85

This certificate is filed in accordance with the provisions of the law. By the recording of this lien the undersigned Tax Collector hereby gives notice of his intention, if necessary, to claim against the proceeds of fire insurance policies in accordance with the provisions of Public Act 79-342.

Dated at Danbury, Connecticut,                    5/17/85

LIST NO.	LOT		LOCATION OF PROPERTY
8317	115257	42	MAIN ST REAR

HERZIG HELEN  
PLANNED PARENTHOOD LEAGUE OF  
42 MAIN STREET REAR  
DANBURY CONN

PRINCIPAL AMOUNT DUE	1,442.16
INTEREST	
TOTAL DUE	

*Catherine A. Skurat*

Tax Collector

Received for record

and recorded in Danbury Land Records Lien Book

Vol. \_\_\_\_\_ Page \_\_\_\_\_ By \_\_\_\_\_ Town Clerk

1983	8317	115257	42	MAIN ST REAR
HERZIG HELEN				PLANNED PARENTHOOD LEAGUE OF

# CITY OF DANBURY, CONNECTICUT

MAKE CHECKS PAYABLE TO:  
TAX COLLECTOR, CITY OF DANBURY, P.O. BOX 237, DANBURY, CONN. 06810

REAL ESTATE TAX BILL ASSESSMENT DATE — OCTOBER 1, 1983

DISTRIBUTION OF YOUR TAXES

LIST NUMBER	8317	NAME AND ADDRESS	HERZIG HELEN PLANNED PARENTHOOD LEAGUE OF CONNECTICUT INC 42 MAIN STREET REAR
LOT NUMBER		PROPERTY	2
		CARD #	15
		ESCROW NUMBER	
PROPERTY LOCATION	42	DANBURY CONN	06810
GROSS ASSESSMENT	36,000	EXEMPTION *	
		NET ASSESSMENT	36,000
		MILL RATE	.040060
		TAX CREDIT	
		TOTAL TAX DUE	1,442.16

EXEMPTION: E = ELDERLY V = VETERAN/DISABLED B = BOTH  
PLEASE PRESENT ENTIRE BILL WHEN MAKING PAYMENTS IN PERSON  
IF NOT PAID IN FULL PROPERTY WILL BE LIENED  
VALIDATION ON REVERSE SIDE

### QUARTERLY PAYMENT

DATE DUE	4/01/85
LIST NUMBER	8317
PAY ON OR BEFORE	5/01/85
LOT NUMBER	115257

### QUARTERLY PAYMENT

DATE DUE	1/02/85
LIST NUMBER	8317
PAY ON OR BEFORE	2/04/85
LOT NUMBER	115257

### QUARTERLY PAYMENT

DATE DUE	10/01/84
LIST NUMBER	8317
PAY ON OR BEFORE	11/01/84
LOT NUMBER	115257

### QUARTERLY PAYMENT

DATE DUE	7/02/84
LIST NUMBER	8317
PAY ON OR BEFORE	8/02/84
LOT NUMBER	115257

NAME	HERZIG HELEN
------	--------------

NAME	HERZIG HELEN
------	--------------

NAME	HERZIG HELEN
------	--------------

TAXING AGENCY	AMOUNT
GENERAL GOVERNMENT	72.11
PUBLIC SAFETY	233.63
PUBLIC WORKS	90.86
HEALTH	11.54
PUBLIC WELFARE, SOCIAL AGENCIES	33.17
EDUCATION	687.91
LIBRARIES	21.63
RECREATION PARKS & CELEBRATIONS	24.52
RECURRING COSTS	180.27
DEBT SERVICE - GENERAL	18.75
DEBT SERVICE - SCHOOL BUILDINGS	20.19
CAPITAL PROGRAM	18.75
TRANSPORTATION	8.65
CONTINGENCY ACCOUNTS	20.18
<b>TOTAL TAX</b>	<b>1,442.16</b>

TOTAL TAX	1,442.16
4TH PAYMENT	360.54

TOTAL TAX	1,442.16
3RD PAYMENT	360.54

TOTAL TAX	1,442.16
2ND PAYMENT	360.54

TOTAL TAX	1,442.16
1ST PAYMENT	360.54

REAL ESTATE	INTEREST
DELINQUENT PENALTY	
PAYMENTS WILL BE SUBJECT TO PENALTIES AS SPECIFIED BY CONNECTICUT STATE LAW	
TOTAL	TOTAL

REAL ESTATE	INTEREST
DELINQUENT PENALTY	
PAYMENTS WILL BE SUBJECT TO PENALTIES AS SPECIFIED BY CONNECTICUT STATE LAW	
TOTAL	TOTAL

REAL ESTATE	INTEREST
DELINQUENT PENALTY	
PAYMENTS WILL BE SUBJECT TO PENALTIES AS SPECIFIED BY CONNECTICUT STATE LAW	
TOTAL	TOTAL

REAL ESTATE	INTEREST
DELINQUENT PENALTY	
PAYMENTS WILL BE SUBJECT TO PENALTIES AS SPECIFIED BY CONNECTICUT STATE LAW	
TOTAL	TOTAL

FOR PROPER CREDIT DETACH AND RETURN  
THIS STUB WITH YOUR PAYMENT  
CITY OF DANBURY, CONN. 06810

FOR PROPER CREDIT DETACH AND RETURN  
THIS STUB WITH YOUR PAYMENT  
CITY OF DANBURY, CONN. 06810

FOR PROPER CREDIT DETACH AND RETURN  
THIS STUB WITH YOUR PAYMENT  
CITY OF DANBURY, CONN. 06810

FOR PROPER CREDIT DETACH AND RETURN  
THIS STUB WITH YOUR PAYMENT  
CITY OF DANBURY, CONN. 06810

# This Agreement

1 Made this Tenth (10<sup>th</sup>) day of August, Nineteen Hundred 83.

2 BETWEEN MICHAEL and FILIS FONDO

3

4 of the first part, hereinafter known as landlord, and GLORIA JEAN STITH, of 47 Nature

5 View Trail, Bethel, Connecticut, 06801

6

7 of the second part, hereinafter known as tenant.

8 Witnesseth: The premises covered by this agreement are described as that space on the upper

9 floor of premises located at 44 Main Street, formerly known as

10 "Norma's Beauty Salon" and now known as "J S Hair Designs" in

11 the City of Danbury, County of Fairfield and State of Connecticut

12

13 The landlord, in consideration of the covenants and agreements herein contained to be kept and performed by the

14 tenant, has agreed to lease to the tenant and does hereby lease to the tenant; and the tenant, in consideration of the

15 covenants and agreements herein contained to be kept and performed by the landlord, has agreed to take from the

16 landlord, and does hereby take from the landlord, the premises above described to be used for the purposes of the ten-

17 ant as a beauty salon business, for the term of (2) yrs.

18 and (11) months to commence on the first day of August, 1983, and to end on the

19 30th day of June 1986, at the term rental of Sixteen Thousand Six

20 Hundred Fifty & No/100 Dollars (\$16,650.00) payable by the tenant to the landlord monthly

21 in advance on the 1st day of each month as follows: See line #91 of this agreement

22 IT IS HEREBY MUTUALLY UNDERSTOOD AND AGREED that this instrument shall apply to and bind the heirs,

23 legal representatives, successors, assigns or grantees, as the case may be, of each of the parties hereto.

24 IT IS HEREBY FURTHER MUTUALLY UNDERSTOOD AND AGREED that during the term of this lease or its

25 renewal or renewals, if any:

26 The landlord will pay all taxes and assessments taxed or assessed against said property

27 in the nature of real estate taxation or assessment; the landlord will pay for the water

28 used on said premises; see Line No. 102

29 IT IS HEREBY FURTHER MUTUALLY UNDERSTOOD AND AGREED, as follows, that:

30 The tenant will keep the demised premises in a clean and healthy condition, in accordance with the ordinances of the

31 city and direction of the proper authorities; the tenant will keep all and singular the said premises in as good repair as

32 the same are in at the commencement of the term herein provided for, or as they shall be at any time during its con-

33 tinuance, and at the end of said term will deliver up the same in as good order and condition as they were at the

34 commencement of this lease or may afterwards be put in during the continuance thereof, reasonable use and wear and

35 damages by fire and other unavoidable accidents alone excepted; the tenant will not assign, transfer, or set over this

36 lease, or sublet the whole or any part of the demised premises to any person or persons, without obtaining the consent

37 of the landlord in writing, or make or allow to be made any alterations, additions or improvements to the same without

38 first submitting plans therefor and obtaining the consent of the landlord or his agent in writing permitting the carry-

39 ing out of said alterations, additions or improvements; the tenant will not place any signs upon the walls of said build-

40 ing, except with like consent, and will use and occupy the said premises for the purposes herein mentioned and no

41 others, and will not permit to be sold thereon any intoxicating liquors or beer; the tenant will not use or occupy said

42 premises for the storage of any material or substance which would increase the fire hazard, and in case permission

43 is given the tenant for the erection of any sign or signs, the tenant, in consideration of the premises and the giving of

44 such consent, hereby agrees to save the landlord harmless from any damage to person or property which may be

45 caused by said sign or signs in any manner; during the period of six months prior to the expiration of the term hereby

46 created the tenant will permit the landlord or his agent to show the premises to persons desiring to rent the same

47 during reasonable hours of the day until rented, and the landlord or his agent shall also be permitted at any time

48 during the term hereby created to visit and examine said premises at any reasonable hour of the day, and whenever

49 necessary for repairs, servants and agents shall be permitted to make the same; during said period of six months prior

50 to the expiration of the term hereby created, the tenant will permit the landlord or his agent to place upon the said

51 premises the usual notice of "To Let," and to remain there without hindrance or molestation until rented.

52 If the premises, or any part thereof, shall become vacant during said term, the landlord or his agent may re-enter the

53 same, either by force or otherwise, and re-let the said premises as the agent of the tenant, and receive the rent therefor,

54 applying the same first to the payment of such expense as he may be put to in re-entering, and then to the payment

55 due by these presents, and the balance, if any, to be paid over to the tenant, who shall remain liable for any defi-

56 ciency.

57 If at any time during the term hereby created the tenant shall be declared bankrupt, or in case the tenant shall use

58 said premises in an illegal manner, then this lease may, at the option of the landlord, be declared void, and the same

59

64 If any default be made in the payment of said rent, or any part thereof, as the terms hereon expressed, the relation of  
 65 landlord and tenant herein created, at the option of the landlord, shall wholly cease and determine; and the landlord  
 66 may re-enter said premises and remove all persons therefrom.  
 67 In case the premises, during the term hereby created, shall be destroyed or damaged by fire or other unavoidable  
 68 casualty so that the same shall be thereby rendered unfit for the tenant in his business, or in case the tenant shall be  
 69 prevented from using said premises by reason of any action on the part of city or state officers through no fault, ne-  
 70 glect or willful act of his own or his agents, servants or employees, then the rent hereinbefore reserved, or a just  
 71 proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated  
 72 until the said premises shall have been put in proper condition for use by the tenant in his said business, or until the  
 73 tenant is permitted to resume the use thereof by said city or state officers; in case of fire the tenant shall give im-  
 74 mediate notice thereof to the landlord, who shall thereupon cause the damage to be repaired with all convenient speed,  
 75 but if the premises be so damaged that the landlord shall decide not to rebuild, the term hereby created shall cease,  
 76 and the accrued rent be paid up to the time of the fire, or refunded to the tenant for such period beyond the time of  
 77 the fire as he may have paid the same.  
 78 Any notice provided for to be given by this instrument shall be deemed properly served on the party to whom it is to  
 79 be given if the same is sent to said party in a sealed postpaid wrapper addressed to said party as the address appears  
 80 in this instrument, by registered mail, and the time of the mailing of said notice shall be deemed to be the time of its  
 81 service.  
 82 This lease is subject and subordinate to all ground or underlying leases and to all mortgages which may now or here-  
 83 after affect such leases or the real property of which demised premises form a part, and to all renewals, modifications,  
 84 consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of  
 85 subordination shall be required by any mortgagee. In confirmation of such subordination, Tenant shall execute  
 86 promptly any certificate that Landlord may request. Tenant hereby constitutes and appoints Landlord the Tenant's  
 87 attorney-in-fact to execute any such certificate or certificates for and on behalf of Tenant.  
 88 Air conditioning may only be installed by written consent of the landlord.

89 IT IS HEREBY FURTHER MUTUALLY UNDERSTOOD AND AGREED <sup>as follows:</sup> ~~that the parties hereto have entered into this lease~~  
 90 ~~for the period~~.....

91 for the period 8/1/83 to 6/30/84, the tenant shall pay to the landlord  
 92 the sum of \$450.00 as rent on the 1st day of each month in advance;  
 93 for the period 7/1/84 to 6/30/85, the tenant shall pay to the landlord  
 94 the sum of \$475.00 as rent on the 1st day of each month in advance;  
 95 for the period 7/1/85 to 6/30/86, the tenant shall pay to the landlord  
 96 the sum of \$500.00 as rent on the 1st day of each month in advance.  
 97 It is acknowledged that the tenant has placed the sum of \$450.00 as  
 98 a deposit with the landlord as security for the tenant's faithful  
 99 performance of this agreement. Unless retained to cure a rent  
 100 delinquency or to pay for materials and repairs necessitated by the  
 101 tenant's misuse of the premises, said security deposit shall be  
 102 returned to the tenant within thirty (30) days after the expiration  
 103 of the term of this lease.

104 In addition to other remedies provided in this lease, should the tenant  
 105 fail to make any rental payment within ten (10) days after it becomes  
 106 due and payable, the landlord may charge a late fee of \$25.00 for each  
 107 such late payment.

108 The tenant shall pay for the electricity used and consumed on the  
 109 demised premises and with respect to gas and heat, the tenant will  
 110 pay her proportionate share of any increase over and above the base  
 amount paid by the landlord as of Jan. 1, 1982. Such proportionate  
 share of such increase shall be paid quarterly by the tenant upon  
 receipt by the tenant of a statement from the landlord.

111 IN WITNESS WHEREOF, the parties hereunto set their hands and seal the day and year first above written.

112 *Michael L. Fondo* ..... (L. S.)  
 113 Michael Fondo  
 114 *Ellis Fondo* ..... (L. S.)  
 115 Ellis Fondo  
 116 *Gloria Jean Stith* ..... (L. S.)  
 117 Gloria Jean Stith  
 118 ..... (L. S.)

TO

LEASE

ION

27 Wildman Street  
Danbury, CT 06810

October 24, 1985

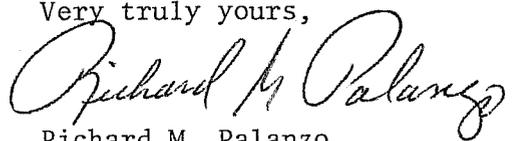
Mr. John Esposito, Councilman, Fourth Ward  
9 High Street-Ext.  
Danbury, CT 06810

Dear Councilman Esposito:

As a constituent and resident of the Fourth Ward of the City of Danbury, I must make you aware of a few important traffic problems that exist on Wildman Street, and especially at the corner of Wildman and Chestnut Street.

As you may, or may not, be aware, Wildman Street has been receiving an increasing amount of traffic over the last few years. The new connection of Locust Avenue and Wildman Street has increased traffic greatly. There are times when the traffic is so heavy that you can not get out of Chestnut Street, coming from Pacquioque Avenue or East Liberty Street, or the Chestnut Street dead end.

Many factories have relocated into this area, and there are numerous employees that tie up traffic for hours at a time. It would be greatly appreciated if the Common Council could investigate improving the traffic situation in this area (by maybe installing four way stop signs at this intersection or perhaps installing a traffic light). Also the traffic flow and signal lights on the White Street, Wildman Street, Locust Avenue intersection need to be studied to help increase traffic flow so traffic is not tied up from one end of Wildman Street to the other at rush hour. It is my feeling that this would help the traffic flow greatly in and around our neighborhood. Should you require any further information, please do not hesitate to contact me. I look forward to hearing from you.

Very truly yours,  
  
Richard M. Palanzo

RMP/as  
c: President Common Council  
City Clerk

October 21, 1985

TO: Mr. Daniel Garamella

FROM: Mrs. Louis M. Lahoud, Sr.

SUBJECT: RECONSTRUCTION OF WORK AT WILDMAN STREET

cc: Mayor James Dyer  
Mr. John Esposito  
Mr. Robert Godfrey

On August 23rd, 1984, I wrote a detailed letter explaining all the deficient areas of concern in the completion of the subject project. After numerous phone calls and a follow-up letter, I was reassured that all work will be completed satisfactorily. Unfortunately as of today my complaints have never been addressed. Therefore, I am holding the City of Danbury responsible for any injuries or damages occuring at this property, due to your neglect in adequately repairing all disturbed areas as originally found on the boundary line of 35-37 Wildman Street.

The following two complaints requires your immediate attention:

1. The area on the side of the building, (Austin Street), adjacent to the sidewalk and driveway will require additional fill. There is a 6-8 inch drop from the sidewalk to the driveway as originally stated. This is extremely hazarous for anyone using the driveway.
2. The sidewalk in front of the driveway has several cracks in the cement.

In addition to these complaints, the other areas of concern were outlined in the original letter dated August 23rd, 1984, (See Attachment). Your prompt attention in this matter would be appreciated.

Sincerely,

*Mrs. Louis M. Lahoud Sr.*  
Mrs. Louis M. Lahoud, Sr. *lv*  
14 Austin Street  
Danbury, CT 06810  
(203) 743-2355

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August 23, 1984

TO: Mr. John Schweitzer (City Engineer)

cc: Mayor James Dyer  
Mr. John Lauf

FROM: Mrs. Louis M. Lahoud, Sr.

Representative Joseph Walkovich

SUBJECT: Reconstruction of Wildman Street

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In early Spring, I signed a consent form to allow the City of Danbury to do all the necessary repairs and reconstruction to Wildman Street, which involved the removal of the sidewalk and the excavation of the topsoil, surrounding my property at 35-37 Wildman Street. I was reassured by Mr. John Lauf, that all disturbed areas would be replaced in the same manner it was originally found. As of now, I am totally dissatisfied with the work which has been completed on the boundary line of 35-37 Wildman Street.

The following is a list of some of my complaints regarding the subject project:

1. The sidewalk design which was replaced in front of the building is extremely hazardous to a pedestrian, as indicated by several insurance companies.
2. In the process of repairing the front sidewalk, the front cement platform and the sidewalk leading to the front porch was cracked in several areas.
3. The windows in front of the store exhibited several hair line cracks, due to the extreme vibration, which inturn had to be replaced.
4. The area on the side of the building, adjacent to the driveway and sidewalk will require additional fill, cement or asphalt.
5. The mail box and the street sign were placed and secured in the middle of the front lawn.
6. The lawn cannot be properly maintained due to the large quantities of rocks and stones.

In addition to the above complaints, it appears that some of the land was taken to complete this project. I would sincerely appreciate it if you will investigate this matter so all work will be completed as originally promised, and all questions answered.

Thank you in advance for your help in this matter.

*Mrs. Louis M. Lahoud Sr.*

Mrs. Louis M. Lahoud, Sr.

14 Austin Street

Danbury, CT 06810

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November 1st, 1985

Mrs. Constance McManus  
President of Common Council  
City of Danbury  
155 Deer Hill Avenue  
Danbury, Conn. 06810

RE: Property of Gerald and Muriel Keeler

Dear Mrs. McManus:

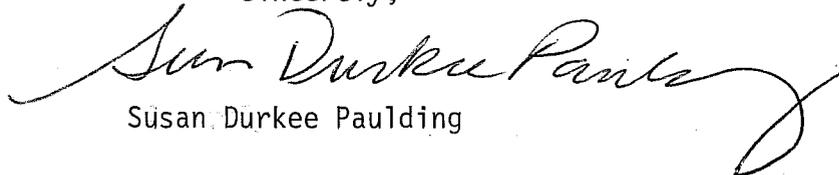
I am writing this note to bring your attention to a large tract of land which has great potential for the City of Danbury.

Mr. and Mrs. Gerald Keeler of 115 Westville Avenue, Danbury own a large parcel of land adjacent to the new Mall and close to numerous major roads, including a interstate highway. The Keelers are very interested in selling this property and the thought of the land's wonderful potential to the City of Danbury should be recognized. The property would be ideal for a waste-to energy plant.

Please give this idea some serious thought, and feel free to contact the Keeler's or their Attorney for more information.

Thank you for your time,

Sincerely,



Susan Durkee Paulding

cc: Muriel & Gerald Keeler