

COMMON COUNCIL MEETING AGENDA

JANUARY 6, 1987

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

PLEDGE OF ALLEGIANCE TO THE FLAG

PRAYER

ROLL CALL

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

19 Present 1 Absent

NOTICES & ANNOUNCEMENTS BY MAYOR DYER

STATE OF THE CITY ADDRESS BY MAYOR DYER

CONSENT CALENDAR

The Consent Calendar was

Minutes of the Common Council Meeting held December 2, 1986.

The Minutes were

MINUTES

01 ✓
COMMUNICATION

Appointment to the Third Ward Common Council Seat.

The Appointment was

02 ✓
CLAIMS

Sheila A. Burke, George F. Schmiedel, Judith Leshner, Beverly Kaminsky, Carolyn Duren, Loretta LaFountain Perry, Sophie Barnes, Ziva Velehik, Noreen F. Strempsi, Jon McGreevy.

The Claims were

03 ✓
RESOLUTION

Funding of Hazardous Waste Day.

The Resolution was

04 ✓
ORDINANCE

Amendment to Tax Credit for Elderly Homeowners

The Ordinance was

05 ✓
ORDINANCE

Housing Authority - Certificates of Occupancy

The Ordinance was

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06 ✓
COMMUNICATION

Appointments to the Police Department

The Appointments were

07 ✓
COMMUNICATION

Promotions within the Police Department.

The Promotions were

08 X
COMMUNICATION

Appointment to the Commission on the Handicapped

The Appointment was

withdrawn

09 X
COMMUNICATION

Appointment to the Housing Authority

The Appointment was

withdrawn

010 X
COMMUNICATION

Appointments to the Library Commission

The Appointments were

withdrawn

011 X
COMMUNICATION

Appointments to the Aviation Commission

The Appointments were

withdrawn

012 ✓
COMMUNICATION

Funds for Parking Lot and Jackson/Hanson Site

The Communication was

013 ✓
COMMUNICATION

Offer of Easement to the City of Danbury from Candlewood Valley Bus

The Communication was

014 ✓
COMMUNICATION

Lease of Property at 403 Main Street for Welfare Department

The Communication was

015 ✓
COMMUNICATION

Affordable Housing Demonstration Project

The Communication was

016 ✓
COMMUNICATION

Security at Three Low Income Housing Projects

The Communication was

017 ✓
COMMUNICATION

Water and Icing Problems on Kingswood Road

The Communication was

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018 ✓
COMMUNICATION

State Land - Corner of Virginia Avenue Ext. and Forest Avenue.

The Communication was

019 ✓
COMMUNICATION

Drainage Problems - 6A Barnum Road.

The Communication was

020 ✓
COMMUNICATION

Donation to the Department of Elderly Services.

The Communication was

021 ✓
COMMUNICATION

Waiver of the Bid for Pagers for the Volunteer Fire Companies.

The Communication was

022 ✓
COMMUNICATION

Dedication of Drainage Easement - Jose M. Nunes, Sheridan Street.

The Communication was

023 ✓
COMMUNICATION

Request for a Teen Center.

The Communication was

024 ✓
COMMUNICATION

Elderly Tax Reimbursement.

The Communication was

025 ✓
COMMUNICATION

Overtime Funds for the Fire Department.

The Communication was

026 ✓
COMMUNICATION

Appointment of Independent Auditors.

The Communication was

027 ✓
COMMUNICATION

Funds for the Fire Department Contract.

The Communication was

028 ✓
COMMUNICATION

Request for Funds to repair roof at Pembroke School.

The Communication was

029 ✓
COMMUNICATION

Request for Extension of Time for Moratorium on Sewer and Water Extensions to Neighboring Towns.

The Communication was

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030 ✓
COMMUNICATION

Offer to the City to lease the Sears Building.

The Communication was

031 ✓
COMMUNICATION

Petition for Tax-Exemption for Planned Parenthood.

The Communication was

032 ✓

DEPARTMENT REPORTS

| | |
|--|---|
| Parks and Recreation ✓ | Airport Administrator ✓ |
| Coordinator of Environmental ✓ and Occupational Health Services | Housing Code Enforcement Inspector ✓ |
| Sanitarian/Public Health Inspector ✓ | Public Works ✓ |
| Police Department ✓ | |

The Reports were

AD HOC COMMITTEE REPORTS

033 ✓
REPORT

Downtown Redevelopment Project.

The Report was

034 ✓
REPORT

Request to Review Ambulance Service.

The Report was

035 ✓
REPORT

Properties Review Board.

The Report was

036 ✓
REPORT

Reapportionment Committee.

The Report was

037 ✓
REPORT

Danbury and the Education Enhancement Act.

The Report was

038 ✓
REPORT

Conditions on East Lake Road.

The Report was

039 ✓
REPORT

Charter Revision Commission - Request for Extension of Time.

The Report was

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040 ✓
REPORT

Request from CACD Youth Services for Funds.

The Report was

041 ✓
REPORT

Downtown Special Services Tax District.

The Report was

042 ✓
REPORT

7 Brushy Hill Road.

The Report was

043 ✓
REPORT

Noise and Hearing Damage.

The Report was

044 ✓
REPORT

Acceptance of Contemporary Drive.

The Report was

045 ✓
REPORT

Pleasant Acres Homeowners Association.

The Report was

046 ✓
REPORT

Request to Discontinue Traffic along Seventh Avenue.

The Report was

047 ✓
REPORT

Recreation/Cultural Bond Referendum.

The Report was

048 ✓
REPORT

Pagers for the Volunteer Fire Companies.

The Report was

049 ✓
REPORT

Request for Extension of Water to 100 Federal Road.

The Report was

050 ✓
REPORT

Request from DAWS for funding of \$10,000.

The Report was

051 ✓
REPORT

Request for Progress Report on the Property Lease to DAWS.

The Report was

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052
REPORT

Automation for Planning Commission.

The Report was

053
REPORT

Request for Automation for Zoning Commission.

The Report was

054
REPORT

Request for New Police Radio System.

The Report was

PUBLIC SPEAKING SESSION

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

01

DEMOCRATIC TOWN COMMITTEE

P. O. BOX 164

DANBURY, CONNECTICUT 06810

January 5, 1987

Mrs. Constance A. McManus, President
Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut 06810
Dear Connie and Council Members:

The Democratic Town Committee at a meeting held on January 5, 1987 voted unanimously to recommend John R. DeMille, 1 Candlewood Park, Danbury to fill the Third Ward vacancy on the Common Council.

Mr. DeMille is an enrolled Democrat and has been active in community and civic affairs.

The Town Committee is confident that Mr. DeMille will make an excellent addition to the Common Council.

Sincerely,



Mary Ann Doran
Chairperson

On November 20, 1979 my car, a 1979 Datsun 210 was parked in my driveway at 24 Old Farm Rd., Danbury, along side of the old Parks property, which is now owned by the city. That night there was a large snowstorm. The strong winds of this storm knocked loose large limbs of a tree. They fell and landed on my car, denting it in various places. An estimate of the damage is enclosed.

Sheila A. Burke
December 29, 1986

RECEIVED

DEC 29 1986

CRITELLI'S AUTO BODY

45 West Street (203) 743-0282
DANBURY, CONN. 06810

ESTIMATE OF REPAIRS

| | | | | | | | | | |
|---------------------------------|---------------------------|----------------|-----------------|--------------------------------|---------|-----------|--|--|--|
| NAME CRITELLI'S AUTO BODY | NAME BURKE | | | ADDRESS 240 OLD FARM RD | | | DATE 12-29-86 | | |
| | MAKE OF CAR DATSUN | YEAR 79 | TYPE 210 | LICENSE NUMBER | MILEAGE | MOTOR NO. | SERIAL NO. | | |
| INSURED BY BURKE | ADJUSTER | | | INSPECTOR | | | PHONE HOME 792-3831 BUSINESS | | |

| DESCRIPTION OF REPAIRS AND REPLACEMENTS | PARTS | | LABOR AMOUNT | PAINT AMOUNT | TOTAL AMOUNT |
|---|--------|--------|--------------|--------------|--------------|
| | NUMBER | AMOUNT | | | |
| REPAIR ROOF PANEL | | | 180 00 | 60 00 | |
| REPAIR 1/4 PANEL | | | 180 00 | 60 00 | |
| REPAIR 1/4 FENDER | | | 90 00 | 45 00 | |
| TOTAL \$ 615.00 | | | | | |
| LESS | | | | | |

The above is an estimate based on our inspection and does not cover any additional parts or labor which may be required after the work has been opened up. Occasionally after the work has started, worn or damaged parts are discovered which are not evident on the first inspection. Because of this the above prices are not guaranteed, and are for immediate acceptance only.

| | | | |
|----------------|--------|--------|--|
| TOTAL | 450 00 | 165 00 | |
| TAX | | | |
| TOTAL ESTIMATE | 615 00 | | |



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the State of Connecticut Department of Environmental Protection approved the plan of the City of Danbury for the conduct of Hazardous Waste Day on October 25, 1986; and

WHEREAS, the Common Council of the City of Danbury on August 5, 1986 authorized City funding for said Hazardous Waste Day; and

WHEREAS, the City of Danbury is desirous of obtaining reimbursement in the form of a State of Connecticut grant from the Connecticut Department of Environmental Protection for the funding of said Hazardous Waste Day in the approximate amount of \$7,321;

NOW, THEREFORE, BE IT RESOLVED THAT to accomplish said purpose, James E. Dyer, Mayor of the City of Danbury, be authorized to file application, execute a contract for the grant and take any other necessary action for this purpose.



04

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

Office of Assessor
797-4556

JAMES E. DYER, MAYOR

Anne T. DeFlumeri, C.C.M.A.
Assessor

December 31, 1986

Mrs. Elizabeth Crudgington
City Clerk
City of Danbury
Danbury, Connecticut 06810

Dear Mrs. Crudgington:

If the proposed amendment to City Ordinance 18-12, Tax Relief for Elderly Homeowners, is considered, I believe there should be a provision included for prorating off the benefit if the person dies, or assigns, grants or transfers title in any assessment year the interest in real property to which such claim for tax credit is related.

This should be done in the same manner as the requirements of Section 12-170A(i) of the Connecticut General Statutes. (copy enclosed)

Respectfully,

Anne T. DeFlumeri, CCMA
Assessor

ATD/a

qualifying income for purposes of calculating the amount of credit under subdivision (c) of this section, provided the maximum amount of credit to which he shall be entitled under the table in subdivision (c) of this section shall be a fraction of the amount shown in such table, the numerator of which shall be the number of months of the year that he was a taxpayer and the denominator the numeral twelve.

(g) Any person who has qualified prior to April 9, 1974, for tax relief under section 12-129b, or who qualifies after said date under said section, shall continue to be eligible for such tax relief, provided any such person or any qualifying taxpayer may apply for tax relief under this section and section 12-170b but shall thereafter forfeit all rights to any benefits under said section 12-129b and section 12-129c.

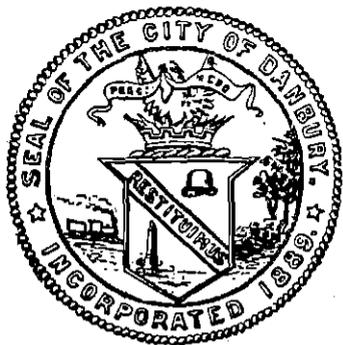
(h) Any person who is the owner of a residential dwelling on leased land, including any such person who is a sublessee under terms of the lease agreement applicable to such land, shall be entitled to claim tax relief under the provisions of this section, subject to all requirements therein except as provided in this subdivision, with respect to property taxes paid by such person on the assessed value of such dwelling, provided (1) the dwelling is such person's principal place of residence, (2) such lease or sublease requires that such person as the lessee or sublessee, whichever is applicable, pay all property taxes related to the dwelling and (3) such lease or sublease is recorded in the land records of the town.

(i) If any person with respect to whom a claim for tax credit in accordance with this section and section 12-170b has been approved for any assessment year transfers, assigns, grants or otherwise conveys in such assessment year the interest in real property to which such claim for tax credit is related, regardless of whether such transfer, assignment, grant or conveyance is voluntary or involuntary, the amount of such tax credit shall be a pro rata portion of the amount otherwise applicable in such assessment year to be determined by a fraction the numerator of which shall be the number of full months from the first day of October in such assessment year to the date of such conveyance and the denominator of which shall be twelve. If such conveyance occurs in the month of October the grantor shall be disqualified for tax credit in such assessment year. The grantee shall be required within a period not exceeding ten days immediately following the date of such conveyance to notify the assessor thereof, whereupon the assessor shall (1) determine the amount of tax credit to which the grantor is entitled for such assessment year with respect to the interest in real property conveyed and notify the tax collector of the reduced amount of tax credit applicable to such interest and (2) notify the secretary of the office of policy and management on or before the December first next following the end of the assessment year in which such conveyance occurs of the reduction in such tax credit for purposes of a corresponding adjustment in the amount of state payment to the municipality next following as reimbursement for the revenue loss related to such tax credits. Upon receipt of such notice from the assessor, the tax collector shall, if such notice is received after the tax due date in the municipality, within ten days thereafter mail or hand a bill to the grantee stating the additional amount of tax due as determined by the assessor. Such tax shall be due and payable and collectible as other property taxes and subject to the same liens and processes of collection, provided such tax shall be due and payable in an initial or single instalment not sooner than thirty days after the date such bill is mailed or handed to the grantee and in equal amounts in any remaining, regular instalments as the same are due and payable.

(P.A. 74-55, S. 1, 14; P.A. 78-274, S. 1, 4; P.A. 79-498, S. 2, 4; 79-514, S. 2, 4; Oct. Sp. Sess.-P.A. 79-7, S. 1, 2, 5; P.A. 80-391, S. 3, 6; 80-463, S. 1, 6; P.A. 81-1, S. 1, 3; 81-58, S. 3, 4; 81-60, S. 2; 81-88, S. 1, 2; 81-132, S. 1, 3; P.A. 82-322, S. 2, 6; P.A. 83-409, S. 2; P.A. 84-515, S. 1, 2, 7.)

History: P.A. financial aid or sixty to fifty in 1978; P.A. 79-51 excluded emergency (a)(5) and similar January 1, 1980, emergency energy approved relief tax "municipal" with commencing October other than adjusted and adding Subdiv commencing October participating on January commencing October claim tax relief as assessment year co a reduction in benefit Subdiv. (a) that a 13, 1981, and app 81-132 amended S inflation adjustment and applicable to amended Subdiv. February first, rather than conveyance and management; and unmarried household assessment years co section, and amended credits in this sub adjustments effective (3) of this subdivision assessment year the Owner who con eligible for tax rel

Sec. 12-170a and sections, to the authorized agent February first on a form of management such assessor taxpayer's fee separately, for such application income in re assessor or the credit, such such form as supply showing original copy return, if received thereto, to the year in v applications issued during



ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT

COMMON COUNCIL

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

THAT Section 18-12 of the Code of Ordinances of Danbury, Connecticut be amended to read as follows:

Sec. 18-12 Tax credit for elderly homeowners.

(a) The City of Danbury hereby enacts a tax credit for elderly homeowners, pursuant to Section 12-129n of the Connecticut General Statutes, for eligible residents of the City of Danbury on the terms and conditions provided herein. This section is enacted for the purpose of assisting elderly homeowners with a portion of the cost of property taxation commencing with the Assessment List of 1986.

(b) Any person who owns real property in the City of Danbury or is liable for the payment of taxes thereon, pursuant to Section 12-48 of the Connecticut General Statutes, and who occupies the property as a principal residence shall be entitled to a credit of up to two hundred dollars (\$250.00) if single, or to a credit of up to three hundred fifty dollars (\$350.00) if married, on the real estate tax bill, provided the following conditions are complied with:

(1) Such person is sixty-five (65) years of age or over at the close of the previous calendar year, or his or her spouse is sixty-five (65) years of age or over at the close of the previous calendar year and resides with such person, or sixty (60) years of age or over and the surviving spouse of a taxpayer qualified for tax credit under this section at the time of his or her death.

(2) Such person must have a principal residence located in Danbury and must have paid taxes in Danbury for one year immediately preceding his or her receipt of tax benefits hereunder.



4

ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT

COMMON COUNCIL

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

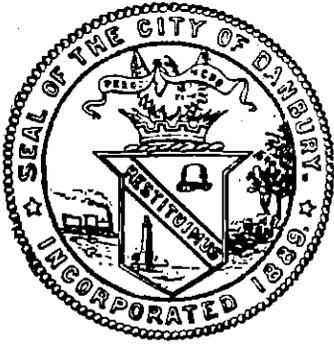
(3) The property for which the credit is claimed must be the primary legal residence of such person and occupied more than one hundred eighty-three (183) days of each calendar year.

(4) Applications must be filed with the assessor's office between February 1st and May 15th in the year following the list year with respect to which benefits are claimed hereunder, in triplicate, one copy going to the taxpayer, one to the tax collector and one to the assessor. The applicant must reapply every two (2) years in order to continue eligibility for relief hereunder.

(5) The application must include an affidavit stating whether income, individually is below seventeen thousand dollars (\$17,000.00) or, jointly, if married, is below nineteen thousand, seven hundred dollars (\$19,700.00). "Income" is defined as total adjusted gross income, tax-exempt interest, realized capital gains, and social security payments, as determined under the Internal Revenue Code of 1954, earned during the calendar year preceding the fiscal year for which a tax benefit is claimed. An application for benefits offered pursuant to state tax relief programs for elderly homeowners may be accepted by the Danbury tax assessor as an application for benefits hereunder.

(6) No tax credits shall be given under this section to any persons who owe delinquent taxes to the City of Danbury. The applicant shall submit a certificate from the tax collector to the effect that no such delinquent taxes are owed.

(7) No property tax relief authorized hereunder together with any relief received by any such resident under provisions of the Connecticut General Statutes, sections 12-129b to 12-129d, inclusive, sections 12-129h, 12-129i and sections 12-170a to 12-170h, inclusive, shall exceed, in the aggregate seventy-five percent of the tax which would, except for said sections 12-129b to 12-129d, inclusive, 12-129h, 12-129i, sections 12-170a to 12-170h, inclusive, and this section, be laid against the taxpayer.



4

ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT COMMON COUNCIL

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

(c) The tax credit for real property as provided herein shall apply to only the residence itself and the lot on which the residence is located, but such credit shall not apply to more than the minimum lot size permitted by the zoning ordinances of the City of Danbury.

(d) The assessor shall determine whether each applying taxpayer is entitled to tax credit under this section and shall compute the amount of tax credit to which each qualified taxpayer is entitled and cause a certificate of tax credit to be issued in such form as to permit the tax collector to reduce the amount of tax levied against the taxpayer. The tax credit shall be applied proportionately to the tax payments.

(e) Only one tax credit shall be allowed for each parcel of land eligible for the tax credit under this section. In any case where title to such real property is recorded in the name of the taxpayer or his or her spouse, who are eligible for tax credit, and any other person or persons, the amount shall be prorated to allow a tax credit equivalent to the fractional share in the property of such taxpayer or spouse, and if such property is a multiple-family dwelling such credit shall be prorated to reflect the fractional portion of such property occupied by the taxpayer, as provided by state statutes, as they may be amended. Persons not otherwise eligible shall not receive any tax credit. No tax credit shall be allowed hereunder if such dwelling is used for more than four (4) families.

(f) The tax credit allowed hereunder shall not apply to any water rent, water use charge, water tax, sewer tax or sewer use charge which may be levied against real property in the City of Danbury.

(g) If a taxpayer has qualified and received tax relief under the provisions of this section and subsequently becomes disqualified for any reason, he or she shall notify the tax assessor on or before February 1st of the year in which he or she becomes disqualified and his or her exemption shall cease for such fiscal year and such disqualification shall continue until he or she becomes eligible again and has filed a new application.



4

ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT

COMMON COUNCIL

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

(h) The total of all tax credits granted under this section shall not exceed for each fiscal year an amount equal to five percent (5%) of the total real estate property tax assessed in the City of Danbury during the preceding fiscal year; tax credits given to eligible applicants hereunder shall be prorated in such a manner so that the total amount of city tax relief hereunder shall remain within the limits fixed herein.



ORDINANCE
CITY OF DANBURY, STATE OF CONNECTICUT
COMMON COUNCIL

January 6, 1987

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

THAT subsection 10-10(1) of the Code of Ordinances of Danbury, Connecticut be and hereby is amended to read as follows:

(1) No dwelling unit in any dwelling containing three (3) or more dwelling units shall be occupied for human habitation, after a vacancy, until a certificate of occupancy has been issued by the director of health, certifying that such dwelling unit conforms to the requirements of the applicable housing ordinances of this city and to the General Statutes of the State of Connecticut (Revision of 1958), as amended; provided that no provision of this section shall be construed to prohibit human occupancy of such dwelling unit during the pendency of an application for such certificate. No provision of this section shall apply to any structure occupied by the owner thereof and containing three (3) or less housing units. Any person aggrieved by the refusal of a certificate of occupancy may appeal to the court of competent jurisdiction within which the dwelling unit is located, and such appeal shall be privileged.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF DANBURY THAT: subsection 10-10(4) of the Code of Ordinances of Danbury, Connecticut be and hereby is amended to read as follows:

(4) The provisions of this section shall not apply to any such structure which has been constructed within a period of ten (10) years next preceding the date when such certificate of occupancy would otherwise be required hereunder.

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

Adopted by the Common Council - January 6, 1987.
Approved by Mayor James E. Dyer - January 7, 1987.

ATTEST: *Elizabeth Crudginton*
Elizabeth Crudginton
City Clerk



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

JAMES E. DYER
MAYOR

January 6, 1987

Dear Council Members:

I am making the following police appointments:

Robert Myles, III
71 Whisconier Road
Brookfield, Connecticut 06805

Age 25
1 year of college
currently manager in
retail sales
single

Michael Maroto
56 Pleasant Street
Danbury, Connecticut 06810

Age 29
works for Group W Cable
2 years of college
married, two children

Peter Gantert
36 MacBean Drive
New Fairfield, Connecticut 06812

Age 20
Laborer
1984 High School Graduate
Single

The above will be effective upon swearing-in, and pending results of stress test.

Sincerely yours,

James E. Dyer
Mayor

cc: Director of Personnel
Director of Civil Service
Comptroller
Police Chief Macedo



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

JAMES E. DYER
MAYOR

January 6, 1987

Dear Council Members:

I am making the following promotions in the Police Department:

Lieutenants:

Thomas Roman
10 Waterbury Lane
Danbury, Connecticut 06811

Effective February 7, 1987

Joseph Fecarotta
10 Lakeview Drive
Danbury, Connecticut 06811

Effective January 12, 1987

Sincerely yours,

James E. Dyer
Mayor

cc: Director of Personnel
Director of Civil Service
Comptroller
Police Chief Macedo



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

JAMES E. DYER
MAYOR

January 6, 1987

Dear Council Members:

I am making the following promotions in the Police Department:

Lieutenants:

Thomas Roman
10 Waterbury Lane
Danbury, Connecticut 06811

Effective February 9, 1987

Joseph Fecarotta
10 Lakeview Drive
Danbury, Connecticut 06811

Effective January 12, 1987

Sincerely yours,

James E. Dyer
Mayor

cc: Director of Personnel
Director of Civil Service
Comptroller
Police Chief Macedo



012

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

LEONARD G. SEDNEY
Planning Director

PLANNING DEPARTMENT
797-4525

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

FROM: Leonard G. Sedney, Planning Director

RE: Short-Term Lease of Jackson-Hanson Site

DATE: December 31, 1986

The Redevelopment Agency negotiated a short-term lease with Stanley Appel for use of the Jackson-Hanson site. The intended use is a surface parking lot which will alleviate the current short-term parking problem in the Downtown area. Stanley Appel has agreed to allow the use of the area for \$337.00 per month which is the cost of his real property taxes.

The estimated cost of preparing this site for a parking lot and improving the appearance of the site by removing the plywood barrier and landscaping is \$10,000, plus a monthly rental fee of \$337.00. I am requesting that the lease be authorized, as well as the expenditures for improvements to the site.



Leonard G. Sedney

Candlewood Valley Bus Co.

180 Old Brookfield Road, Danbury CT. 06811-4003

(203) 743-5421



The Safest Link Between Home and School



December 29, 1986

Elizabeth Crudginton
City Clerk
City of Danbury
Deer Hill Ave.
Danbury, CT 06810

Dear Mrs. Crudginton:

Candlewood Valley Bus is offering to the Common Council an Easement for an existing water main and fire hydrant on the property of Joseph and Norman Buzaid at 21 Jansen Street, Danbury.

I have provided you with a copy of the Easement and also a copy of the Site Plan (SP63-86) which was approved by the Planning Department on December 10, 1986. Thank you for your help in this matter.

Sincerely,

Mark Casagrande
Service Manager

MC/jp



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

PLANNING & ZONING DEPARTMENT

(203) 797-4525

December 12, 1986

Mr. Mark Casagrande
Candlewood Valley Bus Company
180 Old Brookfield Road
Danbury, CT 06811

Re: Site Plan - 21 Jansen Street - SP63-86

Dear Mr. Casagrande:

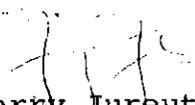
The site plan (SP63-86), submitted to the Planning Department on September 30, 1986, has been approved, subject to the following conditions:

1. If the applicant proposes to pave the parking area in the future, drainage computations and a plan for handling run-off must be submitted for approval.
2. The easement provided to the City for the six (6) inch water main and fire hydrant must be delineated on the site plan and submitted to the Planning Department. The easement must be offered to the Common Council prior to issuance of the zoning permit.

A zoning permit can now be processed. Additional information can be obtained from Wayne Skelly in our office.

Upon completion of construction a Certificate of Compliance, as well as a Certificate of Occupancy, will be issued upon verification that the site is in compliance with the site plan approved by the Planning Department on December 10, 1986.

Very truly yours,


Jerry Jureuts
Assistant Planning Director

c: Wayne Skelly, ZEO

814

LEASE

THIS INDENTURE, made by and between VICTORIAN ASSOCIATES, INC., a Connecticut Corporation with offices in the City of Danbury, County of Fairfield and State of Connecticut, hereinafter referred to as Landlord, and City of Danbury, hereinafter referred to as Tenant.

WITNESSETH:

1. PREMISES: Landlord has leased and does hereby lease to Tenant the following described premises situated in Danbury, Connecticut, on 403 Main Street to wit: Units 1A, 1B, and 2A.

2. TERM: The term of this agreement shall begin on December 26, 1986 and end at midnight on December 31, 1990. A two year option will be extended to the tenant for the amounts listed in Part 3, upon mutual consent of both parties.

3. RENT: Tenant shall pay to the Landlord, without demand, an annual rent as shown in the schedule immediately following on the first day of each month, in advance.

| | | | | | Annual | Monthly |
|--------------|--------|------|--------|------|--------|---------|
| Year 1 | Dec 26 | 1986 | Dec 31 | 1987 | 30,600 | 2,550 |
| Year 2 | Dec 31 | 1987 | Dec 31 | 1988 | 31,800 | 2,650 |
| Year 3 | Dec 31 | 1988 | Dec 31 | 1989 | 33,360 | 2,780 |
| Year 4 | Dec 31 | 1989 | Dec 31 | 1990 | 35,040 | 2,920 |
| OPTION YEARS | | | | | | |
| Year 5 | Dec 31 | 1990 | Dec 31 | 1991 | 36,780 | 3,065 |
| Year 6 | Dec 31 | 1991 | Dec 31 | 1992 | 38,640 | 3,220 |

Monthly payments should be mailed directly to the following address and should be mailed with sufficient lead time to allow reasonable delivery on the first of the month.

Victorian Associates, Inc.
4 Ridgewood Drive
Danbury, CT 06811

4. SECURITY DEPOSIT: Tenant will deposit with the Landlord the sum of two thousand six hundred dollars (2,600) representing security for the performance of the terms of this lease. The Landlord may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any rent and additional rent or other sum which the Landlord may expend or may be required to expend by reason of Tenant's default in respect of any of the terms of this lease, including, but not limited to, any damages or deficiency in the reletting of the leased property, whether such damages or deficiency accrued before or after summary proceedings or other re-entry by the Landlord. In any such event, Landlord shall act to mitigate

costs incurred in such reletting or reentry. The preceeding provision shall be superior to and shall exist notwithstanding paragraph 15(d) of this agreement. In the event that the Tenant shall comply with all of the terms of this lease, the security shall be returned to it after the date fixed as the end of the lease and after delivery of possession of the leased property to the Landlord. In the event of a sale of the premises of which the leased property forms a part, the Landlord shall have the right to transfer the security to the buyer and the Landlord shall thereupon be released from all liability for the return of such security. Landlord agrees to notify the Tenant of such transfer in writing. The Tenant shall look solely to the vendee for the return of such security. Landlord shall not assign or encumber the money deposited as security, and neither the Tenant nor its successors or assigns shall be bound by any such assignment or encumbrance.

5. UTILITIES AND COMMON CHARGES: Tenant shall at its own cost and expense pay all charges when due for gas, electricity, heat, and will pay 50% of the total sewer and water taxes and snow removal up to \$240.00 per^{annum} and 100% of any other utility charges incurred in the use of the demised premises. Landlord will provide snow plowing, sanding or salting or other require clearing of snow or ice from common areas, including sidewalks, driveway and parking areas.

6. USE OF PREMISES: Tenant agrees to use the leased premises for office purposes. Any other unrelated use is prohibited without the written approval of the Landlord. Tenant will not allow for an unreasonable length of time any debris belonging to it to remain in the leased premises or in any adjacent areas or "common areas", and it will remove from the Landlord's premises all debris to a proper place of disposal.

7. CONDITION OF PREMISES: (a) Landlord shall have carpet in the premises shampooed prior to occupancy by the Tenant. Provided that the building is completed, the Tenant accepts premises in their current state and condition; (b) The Tenant shall make no alteration, addition or improvement in the premises without the prior written consent of Landlord and then only by contractors or mechanics approved by Landlord, which consent and/or approval shall not be unreasonably withheld; (c) Throughout the terms of this lease and for so long as the Tenant or its assigns shall occupy said premises, Tenant, and its sole expense, shall keep the leased premises as now or hereafter constituted in good condition and shall make repairs, replacements, and renewals, ordinary and extraordinary, necessary to maintain the leased property and all appliances and appurtenances belonging thereto. All repairs, replacements and renewals shall be least equal in quality of workmanship and materials to that existing in the leased premises at the commencement of this lease. Tenant shall indemnify the Landlord against all reasonable costs, expenses, liabilities, losses, damages,

suits, fines, penalties, claims and demands, including reasonable attorney's fees, because of Tenant's failure to comply with the foregoing covenant. The Landlord shall in no event be required to make any repair, alteration or improvement to the leased premises/* Landlord will be responsible for all maintenance and repairs of roof, sidewalk, foundation and other common areas whether or not they affect the leased premises.

(d) The necessity for and adequacy of repairs, replacements and renewals to the leased premises shall be measured by the standard which is appropriate for improvements of similar construction and class, provided that Tenant shall in any event make all repairs necessary to comply with the building, health and fire codes of Danbury, Connecticut, ** (See Page 3a)

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

B. ASSIGNMENT Tenant shall not assign, mortgage, or encumber this lease in whole or in part, or subject all or any part of the leased premises to a sublease without the prior written consent of the Landlord, which consent shall not be unreasonably withheld. The consent by the Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. This prohibition against assigning or subletting shall be construed to include a prohibition against assigning or subletting by operation of law. If this lease be assigned or if the leased premises or any part thereof be occupied by anybody other than the Tenant, Landlord may collect rent from the assignee, or occupant and apply the net amount collected to the rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of this provision or the acceptance of the assignee, undertenant or occupant as lessee, or as a release of Tenant from the further performance by it of the provisions on its part to be observed or performed herein. Notwithstanding any assignment or sublease, Tenant shall remain fully liable and shall not be released from performing any of the terms of this lease. If Tenant is a corporation and if any transfer, sale, pledge, or other disposition of the common stock shall occur, or power to vote the majority of the outstanding capital stock be deemed to be an assignment of this lease, requiring the written consent of the Landlord.

* See Page 3a.

* unless said repair, alteration or improvement is necessary for common areas of the premises affecting the leased portion, including plumbing or structural repairs.

** but only those which are due to repairs or improvements initiated during this lease period by Tenant.

9. FIRE AND OTHER CASUALTY: (a) If the leased premises are totally destroyed by fire or other casualty during the term herein, then and in that event, by virtue of its express stipulation, the lease shall cease and terminate. In the event that the Tenant shall give immediate written notice to the Landlord. If said partial destruction or casualty shall amount to less than 25% of the leased improvements, Landlord shall cause the leased premises to be repaired as speedily as possible. The Tenant's obligation to pay rent shall abate in direct proportion to either that portion of the premises destroyed as related to the whole of the leased premises, or that proportion of use which tenant is denied utilization of.

(b) In the event that the partial destruction or casualty to the leased premises is more than 25%, the Landlord in its sole discretion shall determine whether or not to repair the leased premises. In the Event that the Landlord decides not to repair the leased premises, then and in that event, this lease shall cease and be terminated.

10. INDEMNITY AND INSURANCE: From and after the commencement of this lease, Tenant will indemnify and hold Landlord harmless absolutely from and against any, and all claims, suits, actions, damages, costs, expenses or judgment, by reason of any actual or claimed injury to person and/or property or loss of life sustained in or about the lease premises during the term hereof which injury or loss of property or life is caused by the negligent act or acts of Tenant. If Landlord is made party to any litigation instituted against Tenant, to which the foregoing indemnity may relate, Tenant will pay all expenses, costs, damages, judgments and reasonable fees for counsel incurred by or imposed on Landlord in connection therewith or as a result thereof.

Without limiting the foregoing and other indemnification provisions herein contained, Tenant agrees, at Tenant's sole cost and expense, throughout the term of this lease, but for the mutual benefit of Landlord and Tenant, to maintain general public liability insurance against claims for bodily injury or death to any one person, and to limit of not less than \$3,000,000.00.

All insurance provided for in this paragraph shall name Landlord as owner and additional insured and Tenant as insured, as their respective interests may appear, and shall be effected under valid and enforceable policies issued by insurers licensed to do business in the State of Connecticut. Tenant may carry the insurance required under this paragraph under a blanket policy. Upon the commencement of the term of this lease and thereafter not less than forty-five (45) days prior to the expiration dates of the expiring policies theretofore furnished pursuant to this paragraph, originals

of the policies or certificates thereof issued by the respective insurers shall be delivered by Tenant to Landlord. Tenant agrees to pay the cost of any such insurance and to furnish Landlord, if requested, with evidence satisfactory to Landlord of such payment. All such policies shall, to the extent obtainable, contain an agreement by the insurers that such policies shall not be cancelled without at least forty-five (45) days' prior written notice to Landlord.

Tenant agrees that if it shall at any time fail to take out, pay for, maintain or deliver any of the insurance policies as provided for in this paragraph, or to make any other payment or perform any other act on the part of Tenant to be made or performed, then Landlord may, but shall not be obligated to do so, on or not less than fifteen (15) day period, and without waiving or releasing Tenant from any obligations of Tenant in this lease contained, (i) take out, pay for, maintain or deliver any of the insurance policies provided for in this paragraph, or (ii) make any other payment or perform any other act on Tenant's part to be made or performed as in this lease provided. All sums so paid by Landlord and all necessary incidental costs and expenses in connection with the performance of any such act by Landlord, together with interest thereon at the rate of 12% per annum from the date of the making of such expenditure by Landlord, at the option of Landlord, shall be payable to Landlord on demand or shall be added to any rent then due or thereafter becoming due under this lease, and Tenant agrees to pay any such sum or sums with interest as aforesaid. All sums which may become payable to Landlord by Tenant, as in this paragraph provided, and all sums payable by Tenant pursuant to any other provision of this lease, shall be deemed obligations of Tenant hereunder and Landlord shall have (in addition to any other right or remedy) the same rights and remedies in the event of non-payment of any such sums by Tenant as in the case of default by Tenant in the payment of rent. The notice provided for herein shall not in any way affect the other provisions of this lease.

11. PROPERTY LOSS OR DAMAGE: Landlord or its agents shall not be liable for any damage to property of Tenant or of others entrusted to employees of Landlord nor the loss or damage to any property of Tenant by theft or otherwise unless caused by the negligence of Landlord, its agents, servants or employees. The Landlord or its agents shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow, or leaks from any part of said building or from the pipes, appliances or plumbing works or from the roof, street or sub-surface or from any other place or by dampness or by any other cause of whatsoever nature, unless caused by or due to the negligence of Landlord, its agents, servants or employees or unless such injury or damage is due to the failure of the Landlord to

maintain the premises as per paragraph 7 (c) of this lease. Tenant shall give immediate notice to Landlord in case of fire or accidents in the demised premises or in the building, or of defects therein or in any building fixtures or equipment. If Tenant shall move any safe, machinery, equipment, freight, bulky matter or fixtures which require special handling, Tenant agrees to employ only persons holding a license to do said work and all work in connection therewith shall comply with any regulations, law or ordinance affecting such work. Tenant shall indemnify Landlord for, and hold Landlord harmless and free from damages sustained by person or property for any damages or monies paid out by Landlord in settlement of any claims or judgments, as well as for all expenses and reasonable attorney fees incurred in connection therewith and all costs incurred in repairing any damage to the building or appurtenances.

12. ACCESS: The Landlord, its servants and agents, including representatives of the insurance company or companies carrying insurance on the building containing the leased premises, shall have the right to enter upon the said premises with reasonable notice to Tenant for repairs to building or equipment or in an emergency or to take preventative measures to protect and preserve the property of the Landlord.

13. CONDEMNATION: In the event of a condemnation of the premises, which shall include a taking of all or a substantial part of the building on the premises, this lease shall, at the option of either party, terminate upon the completion of such taking. The rent shall be apportioned as of that date. The condemnation award shall belong solely to the Landlord. Tenant shall be entitled to relocation costs, if any, provided said costs may be separately determined as an element of the award and not included in their determination of the value of the interest of the Landlord in the leased premises. In the event of a partial taking of the premises in such manner that the Tenant is able to continue without substantial modification, the operation then being conducted on the leased premises, then this lease shall remain in full force and effect. Any award for partial taking shall belong solely to the Landlord. Nothing herein shall be construed to deprive Tenant of its rights upon condemnation as set forth in the Connecticut General Statutes.

14. SUBORDINATION: This lease is subject and subordinate to all mortgages which may now or hereafter effect such leases or the real property of which the demised premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any mortgagee. In confirmation of such subordination, Tenant shall execute

promptly any certificate that Landlord may request. Tenant hereby constitutes and appoints Landlord as the Tenant's attorney-in-fact to execute any such certificate or certificates for and on behalf of the Landlord. Landlord, however, covenants and agrees that it will use its best efforts to obtain from all future mortgagee's holding a mortgage on the premises written assurance that so long as the Tenant is not in default under the terms and conditions of this lease, Tenant's use, occupation and possession of the possession of the premises and all rights of Tenant under this lease shall not be affected or disturbed by the bringing of any action to foreclose or otherwise enforce any such mortgage.

15. DEFAULT: (a) The occurrence of any of the following shall constitute an event of default:

(1) Delinquency in the payment of any rent or additional rent payable under this lease when such rent shall become payable, for a period of ten days and 10 days.

(2) Delinquency by the Tenant in the performance of or compliance with any of the conditions contained in this lease other than those referred to in the foregoing sub-paragraph (1), for a period of 15 days after written notice thereof from the Landlord to the Tenant, except for any default not susceptible of being cured within such 15 day period, in which event the time permitted to the Tenant to cure such default shall be extended for as long as shall be necessary to cure such default, provided the Tenant commences promptly and proceeds diligently to cure such default, and provided further that such period of time shall not be so extended as to jeopardize the interest of the Landlord in this lease or so as to subject the Landlord or the Tenant to any civil or criminal liabilities.

(3) Filing by the Tenant in any court pursuant to any statute, either of the United States or any state, of a petition in bankruptcy or insolvency, or for reorganization, or for the appointment of a receiver or trustee of all or a portion of the Tenant's property, or an assignment by the Tenant for the benefits of creditors.

(4) Filing against the Tenant in any court pursuant to any statute, either of the United States or of any state, of a petition in bankruptcy or insolvency, or for reorganization or for appointment of a receiver or trustee of all or a portion of the Tenant's property, if within 90 days after the commencement of any such proceeding against the Tenant such petition shall not have been dismissed.

(5) Upon the business of the Tenant being closed for a period of fifteen (15) days in succession, except for reason of death in the family of the Tenant or ordinary business

practice or accident or emergency beyond Tenant's control.

(b) Upon the occurrence of an event of default, the Landlord at any time thereafter may give written notice to the Tenant specifying such event of default and stating that this lease shall expire on the date specified in such notice, which shall be at least 20 days after the giving of such notice, and upon the date specified in such notice this lease and all rights of the Tenant hereunder shall terminate.

(c) Upon the expiration of this lease pursuant to subparagraph 15(b) above, the Tenant shall peacefully surrender the leased property to the Landlord and the Landlord, upon or at any time after any such expiration, may without further notice reenter the leased property and repossess it by force, summary proceedings, ejectment, or otherwise, and may dispossess the Tenant and remove the Tenant and all other persons and property from the leased property and may have, hold, and enjoy the leased property and the right to receive all rental income therefrom.

(d) At any time after such expiration, the Landlord may relet the leased property or any part thereof for such term and on such conditions as the Landlord, in its uncontrolled discretion, may determine and may collect and receive the rent therefor. The Landlord shall in no way be responsible or liable for any failure to relet the leased property or any part thereof, or for any failure to collect any rent due upon any such reletting.

(e) No such expiration of this lease shall relieve the Tenant of its liability and obligations under this lease, and such liability and obligations shall survive any such expiration. In the event of any such expiration, whether or not the leased property or any part thereof shall have been relet, the Tenant shall pay to the Landlord the rent and additional rent required to be paid by the Tenant up to the time of such expiration, and thereafter the Tenant, until the end of what would have been the term of this lease in the absence of such expiration, shall be liable to the Landlord for, and shall pay to the Landlord, as and for liquidated and agreed current damages for the Tenant's default;

(1) the equivalent of the amount of the rent and additional rent which would be payable under this lease by the Tenant if this lease were still in effect, less

(2) the net proceeds of any reletting effected pursuant to the provisions of sub-paragraph 15(d) above, after deducting all the Landlord's expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, legal expenses, reasonable attorneys' fees, alteration costs and expenses of preparation for such reletting.

(f) The Tenant shall pay such current damages, call deficiency, to the Landlord monthly on the days on which the

rent and additional rent would have been payable under this lease if this lease were will in effect, and the Landlord shall be entitled to recover from the Tenant each monthly deficiency as such deficiency shall arise. At any time after such expiration, whether or not the Landlord shall have collected any monthly deficiency, the Landlord shall be entitled to recover from the Tenant, and the Tenant shall pay to the Landlord, on demand, as and for liquidated and agreed final damages for the Tenant's default, an amount equal to the difference between the rent and additional rent reserved hereunder for the unexpired portion of the lease term and the then fair and reasonable rental value of the leased property for the same period. In the computation of such damages the difference between any installment of rent becoming due hereunder after the date of termination and the fair and reasonable rental value of the leased property for the period for which such installment was payable shall be discounted to the date of termination at the rate of twelve percent per annum. If the leased property or any part thereof is relet by the Landlord for the unexpired term of this lease, or any part thereof, before presentation of proof of such liquidated damages to any court, commission, or tribunal, the amount of rent reserved upon such reletting shall be deemed prima facie to be the fair and reasonable rental value for the part or the whole of the leased property so relet during the term of the reletting. Nothing herein contained shall limit or prejudice the right of the Landlord to prove for and obtain as liquidated damages by reason of such termination an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved, whether or not such amount be greater, equal to, or less than the amount of the difference referred to above.

(g) The Tenant hereby expressly waives, so far as permitted by law, the service of any notice of intention to reenter provided for in any statute, or of the institution of legal proceedings to that end. The Tenant, for and on behalf of itself and all persons claiming through or under the Tenant, also waives any right of redemption or reentry or repossession or to restore the operation of this lease in case the Tenant shall be dispossessed by a judgment or by warrant of any court or judge or in case of reentry or repossession by the Landlord. In case of any expiration of this lease, the Landlord and the Tenant, so far as permitted by law, waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other on any matter arising out of or in any way connected with this lease, the relationship of landlord and tenant, the Tenant's use or occupancy of the leased property, or any claim of injury or damage. The terms "enter", "reenter", "entry", or "reentry", as used in this lease are not restricted to their technical legal meaning.

preceeding

(h) Notwithstanding any of the/provisions of paragraph 15 of this agreement, any damages due Landlord by default of Tenant shall be limited to the rent due under paragraph 3 of this agreement plus any liquidated damages judicially provable. Landlord will at all times endeavor to mitigate rental obligations of Tenant and will use all reasonable effort to rereat or relet said premises and charge Tenant only for any excess between the amount of rereat and the amount of rent under this agreement together with landlord's expenses in connection with reletting, as set forth in 15(e)(2) above.

16. COSTS AFTER DEFAULT: The Tenant shall pay and indemnify the Landlord against all legal costs and charges, including counsel fees lawfully and reasonable incurred, in obtaining possession of the leased premises after a default of the Tenant or after the Tenant's default in surrendering possession upon the expiration or earlier termination of the term of the lease or enforcing any covenant of the Tenant herein obtained.

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

18. NOTICE: Any notice or notices provided for in this agreement must be in writing and may be personally served upon the party or parties to receive such notice either within or without the State of Connecticut, or may be deposited in the United States Mail, postage fully prepaid, in a registered or certified envelope addressed to the party or parties to be served at following addresses to wit:

TO LANDLORD: Victorian Associates, Inc.
4 Ridgewood Drive
Danbury, CT 06811

TO TENANT: City of Danbury
403 Main Street
Danbury, CT 06811

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

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

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

If there is more than one party tenant, the covenants of the Tenant shall be the joint and several obligations of each such party. If the Tenant is a partnership, the covenants of the Tenant shall be the joint and several obligations of each of the partners and the obligations for the firm.

22. CAPTIONS: The captions of this agreement are inserted for convenience in reference only and do not constitute a part of this agreement and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

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

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

25. ASSIGNMENT WITHOUT PERMISSION: In the event the Tenant sublets or assigns this lease with the Landlord's permission, as herein provided, any increase or assigns this lease with the Landlord's permission, as herein provided, any increase in rent shall belong to the Landlord. Any agreement to circumvent this provision, such as an increase in the sale price of Tenant's business in lieu of a rental increase, shall be cause of violation and breach of this lease.

26. WAIVERS OF LIEN: Landlord herein reserves the right to request from the Tenant Waivers of Lien in the event Tenant shall commence to do interior repairs to said premises. In the event the Landlord requests such Waivers of Lien, he shall supply the same to the Tenant and the Tenant shall have the same executed by all suppliers of material and labor to said demised premises prior to the commencement of said work.

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

Signed, Sealed and Delivered



CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

Welfare Department
797-4569

December 29, 1986

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

RE: Rental Lease

Dear Madame President:

The lease for the property at 403 Main Street has been reviewed by the Corporation Counsel. This is a request that the lease be placed on the agenda for the January 6th, 1987 meeting for immediate action.

Approval of the lease, to be effective 1/15/87 will require the allocation of the following funds for rent and security:

\$2,600.00 for security

\$4,195.00 rent from 1/15-6/30/87

\$16,795.00

Funds are necessary for the payments of utilities. For the period of 1/15-6/30/87 the following funds are requested:

| | |
|-----------------|-------------------|
| Electric costs- | \$1,600.00 |
| Heating | 1,375.00 |
| Water | 100.00 |
| Sewer | 50.00 |
| | <u>\$3,125.00</u> |

Equipment must be purchased immediately upon occupancy. The department will need to purchase furniture, a vault, filing cabinets etc. These items will cost approximately \$20,000.

Security personnel, full time, will be necessary. Private security firms charge between \$7.50 and 10.00 hourly, a special police officer costs \$6.75 hourly. Funding for a special police officer for the period of 1/15-6/30/87 will require \$5,906.25.

Thank you for your consideration of these requests.

Sincerely,

Deborah MacKenzie

c.c. Mayor James E. Dyer.



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

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Sincerely,

Deborah MacKenzie

c.c. Mayor James E. Dyer.



15
Handwritten signature

CITY OF DANBURY

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

HEALTH AND HOUSING DEPARTMENT
20 WEST STREET

(203) 797-4625

December 24, 1986

The Honorable James E. Dyer
Mayor of the City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut

Dear Mayor Dyer:

As per your instructions, we are pleased to submit to you our preliminary recommendations for an Affordable Housing Demonstration Project.

We propose that the project consist of twenty units of townhouse-style housing. Our recommended site is the Garamella Boulevard site, consisting of about two acres of land acquired by the City in conjunction with the E. Franklin Street connector road project. Access to this site is available on E. Franklin Street. We believe that this site is the most appropriate of the available options due to its location and the fact that the project will complement efforts to preserve and revitalize the surrounding neighborhoods on N. Main Street and Maple Avenue. The units will be made available to first-time homebuyers who are City residents within income limits established by the Common Council. Re-sale restrictions will be imposed to ensure against speculation. These will be available for Council review.

This project will be a joint effort between the City and The Non-Profit Development Corporation of Danbury who will serve as the developer. We propose that the site be provided to the Corporation, who will oversee development of the units with the assistance of the Health and Housing Department. Financing for construction will be secured by NPDCD from local financial institutions. The provision of the site by the City is a key to bringing the units in at affordable prices.

We hereby request that this matter be presented to the Common Council for their review and action. Our request consists of the following:

1. Designation of a site for the project and approval for transfer of the land to NPDCD according to terms and conditions deemed appropriate by the Council.
2. Approval to use unexpended funds set aside for payment to The Homeownership Group, Incorporated for further site plans, studies, engineering work, architectural services and other such items related to securing project approvals from City boards and agencies.

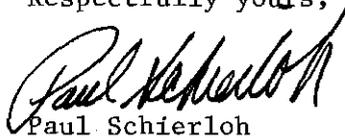
The Honorable James E. Dyer

(2)

December 24, 1986

We look forward to working with the Council to make this badly needed program a reality.

Respectfully yours,



Paul Schierloh
Associate Director for Housing

PS:jg

- cc: Eric Gottschalk
- Lazlo Pinter
- Len Sedney
- Jerry Juretus
- Jerry Lombardi
- Paul Valeri
- Phil Capozzi
- Clarice Osiecki
- William Quinn



15 ✓

CITY OF DANBURY

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

HEALTH AND HOUSING DEPARTMENT
20 WEST STREET

(203) 797-4625

December 24, 1986

The Honorable James E. Dyer
Mayor of the City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut

Dear Mayor Dyer:

As per your instructions, we are pleased to submit to you our preliminary recommendations for an Affordable Housing Demonstration Project.

We propose that the project consist of twenty units of townhouse-style housing. Our recommended site is the Garamella Boulevard site, consisting of about two acres of land acquired by the City in conjunction with the E. Franklin Street connector road project. Access to this site is available on E. Franklin Street. We believe that this site is the most appropriate of the available options due to its location and the fact that the project will complement efforts to preserve and revitalize the surrounding neighborhoods on N. Main Street and Maple Avenue. The units will be made available to first-time homebuyers who are City residents within income limits established by the Common Council. Re-sale restrictions will be imposed to ensure against speculation. These will be available for Council review.

This project will be a joint effort between the City and The Non-Profit Development Corporation of Danbury who will serve as the developer. We propose that the site be provided to the Corporation, who will oversee development of the units with the assistance of the Health and Housing Department. Financing for construction will be secured by NPDCD from local financial institutions. The provision of the site by the City is a key to bringing the units in at affordable prices.

We hereby request that this matter be presented to the Common Council for their review and action. Our request consists of the following:

1. Designation of a site for the project and approval for transfer of the land to NPDCD according to terms and conditions deemed appropriate by the Council.
2. Approval to use unexpended funds set aside for payment to The Homeownership Group, Incorporated for further site plans, studies, engineering work, architectural services and other such items related to securing project approvals from City boards and agencies.

The Honorable James E. Dyer

(2)

December 24, 1986

We look forward to working with the Council to make this badly needed program a reality.

Respectfully yours,



Paul Schierloh
Associate Director for Housing

PS:jg

cc: Eric Gottschalk
Lazlo Pinter
Len Sedney
Jerry Juretus
Jerry Lombardi
Paul Valeri
Phil Capozzi
Clarice Osiecki
William Quinn



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

December 29, 1986

Members of the Common Council
City Hall
Danbury, Connecticut 06810

Re: Security at the Three Low Income Housing Projects

Dear Council Members:

With the recent tragedy occurring at High Ridge Gardens, one of the low income housing projects, there is certainly a need for security to protect residents and the community.

In October the Common Council Committee that was appointed by the Mayor to look into having security at the three low income housing projects recommended, and the Common Council approved, a six man Uniform Street Crime Unit be established to help combat the drug trafficking that exists in the entire community.

Mayor James E. Dyer has said that the ad hoc committee was ill advised to establish a 6 man Street Crime Unit. He recommended that the drug unit be increased instead of a street crime unit. The Common Council and the Mayor should take a hard look at the situation at the three projects and in the community. The community needs to have uniformed police persons that are visible so that drug sales can be deterred and residents can feel they have security.

I hereby request the appointment of an ad hoc committee of the Common Council to examine the status of the security for the low income housing projects to expedite the street crime unit and report back to the Council as soon as possible. It is important that all residents of the community be protected.

Respectfully,

Stanford Smith, Sr.
Stanford Smith, Sr.
Councilman at Large

36 Kingswood Road
Danbury, CT 06811

December 29, 1986

Danbury Common Council
Att: Mrs. Connie McManus, Chm.
City Hall
Danbury CT. 06810

Dear Common Council Members:

While very appreciative of road resurfacing this summer on a portion of Kingswood Road, the same water and icing problems noted during the past eight years still exist and are not only ruining your resurfacing efforts but undermining and destroying my blacktop driveway.

While pleased by the responsiveness and efforts exhibited by Public Works Department personnel, it is evident that without your help for a permanent solution their efforts have been in vain.

At the top of Kingswood Road (900 ft. above sea level) the road is bounded on the west by a 50 ft. mountain accessed by Bel Air Drive and on the east (behind my house) by an 80 ft. mountain. This causes a wind tunnel effect at the top of Kingswood Rd. where temperatures are 4-6 degrees Fahrenheit colder than downtown Danbury and wind chill temperatures are 20-30 degrees colder relative to downtown Danbury. Natural springs can be found on both sides of Kingswood Rd. and on several occasions over 6 inches of snow (another source of water) has been observed at the top of Kingswood Rd at a time when downtown Danbury streets were dry. The original road surface was slightly lower than the driveways at 34 (Curry's) and 36 Kingswood Rd but at best only 50% of road water run-off ever reached the catch basin (storm drain) located between 36 and 38 (David's) Kingswood Rd. --- the remainder entered both driveways at 34 & 36 --- the water entering 34 went across the front lawn of 34 and than across my front lawn and joined water entering my driveway --- and if not frozen, continued via my driveway into the driveway at 38 ... The new resurfaced road is now slightly higher than the driveways at 34 & 36 and now no water reaches the storm drain basin between 36 & 38 --- and about 90% of road run-off water enters my driveway. A 25x40 ft front portion of my driveway has been covered with ice for the past three weeks making it treacherous to walk or drive on --- and the ice buildup is thickening everyday. Last year the D.P.W.'s had to use a grader in front of my driveway to clear away 6 inch thick ice.

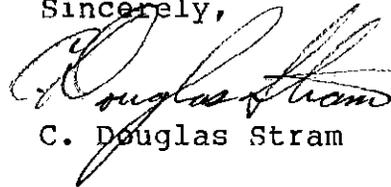
Not only have three driveways been ruined but the water carrying road salt (during the winter season) across the front lawns of 34 & 36 also endangers our well water (wells are located 6-8 ft from the edge of Kingswood road).

The situation is also aggravated by several neighbors continuously pumping water out of their basements into the street. Prior to Mr. Ralston committing suicide in 1978, he was given city approval and intended to connect to a catch basin located across the street from his house at 32 Kingswood. To-date this has not occurred despite my understanding that it is illegal to pump water into the street.

I'm writing you because after eight years, no one has been able to rectify this problem --- only observe and witness same.

Please advise me of the Common Council's actions regarding this matter.

Sincerely,


C. Douglas Stram



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

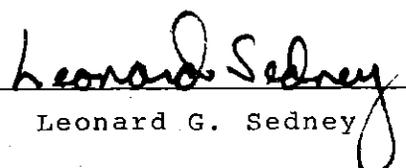
JAMES E. DYER, MAYOR

LEONARD G. SEDNEY
Planning Director

18
RECEIVED
DEC 22 1986
Engineering Dept.
PLANNING DEPARTMENT
797-4525

TO: John A. Schweitzer, Jr., City Engineer
FROM: Leonard G. Sedney, Planning Director
RE: Memo of December 4, 1986 - State Land, Corner
of Virginia Avenue Ext. and Forest Avenue
DATE: December 18, 1986

This matter should be placed on January's Common Council agenda.



Leonard G. Sedney



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

ENGINEERING DEPARTMENT
203-797-4641

December 4, 1986

JOHN A. SCHWEITZER, JR.
City Engineer

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

Dear Mayor Dyer:

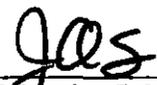
Re: State Land, Corner of Virginia
Avenue Ext. and Forest Avenue

Attached is a copy of a letter dated November 17, 1986 which was received by this office from the State of Connecticut, Department of Transportation offering this parcel of land to the City for \$9,000.00.

Also attached are copies of the correspondence leading to the State's offer of this land to the City.

Please advise as to what course of action the City should take on this matter.

Very truly yours,



John A. Schweitzer, Jr.
City Engineer

JAS/mem

enclosures

c: Basil J. Friscia, Dir. Public Works



18
STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

24 WOLCOTT HILL ROAD, P.O. DRAWER A
WETHERSFIELD, CONNECTICUT 06109-0801

Phone: 566-2583

NOV 18 1986



Engineering Dept.

November 17, 1986

Mr. John A. Schweitzer, Jr.
City Engineer
City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut 06810

Dear Mr. Schweitzer:

Subject: State Land - Danbury
File No. 34-84-229A

Reference is made to your letter dated November 6, 1986 informing us of the City's reconsideration in the above noted State land.

Since the City of Danbury has initially indicated its disinterest, we offered the parcel to the abutting property owners. An acceptable bid of \$9,000 was submitted.

In the event the City agrees to pay the State the aforementioned sum of \$9,000, we will reject the bid and process for the release of the parcel to the City of Danbury.

Please advise us if the City is in agreement to these terms.

Very truly yours,

Helen S. Lyga
Property Agent
Property Management Division
Office of Rights of Way



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E DYER, MAYOR

ENGINEERING DEPARTMENT
203-797-4641

JOHN A. SCHWEITZER, JR.
City Engineer

November 6, 1986

Helen S. Lyga
Property Agent
Property Management Division
Office of Rights of Way
State of Connecticut
Department of Transportation
24 Wolcott Hill Road
P.O. Drawer A
Wethersfield, CT 06109-0801

Dear Ms. Lyga:

State Land - Danbury
File No. 34-84-229A

This office has reviewed the map showing a parcel of land at the corner of Virginia Avenue Extension and Forest Avenue which parcel is proposed to be released by the State.

It is in the City's best interest to obtain this property for sight line and future intersection improvement purposes.

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

Very truly yours,


John A. Schweitzer, Jr.
City Engineer

JAS/PAE/pae

c: Philip Capozzi
Basil Friscia

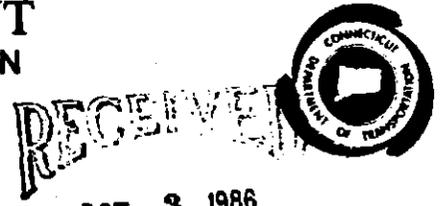
18



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

24 WOLCOTT HILL ROAD, P.O. DRAWER A
WETHERSFIELD, CONNECTICUT 06109-0801

Phone : 566-2583



OCT 3 1986

Engineering Dept.

October 1, 1986

Mr. John Schwetzer, Jr.
City Engineer
City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut 06810

Dear Mr. Schwetzer:

Subject: State Land - Danbury
File No. 34-84-229A

Attached, as requested, is a copy of the letter indicating disinterest by the City of Danbury and a map depicting the subject proposed release.

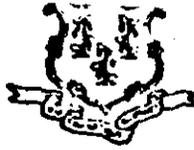
Please review and advise us of the City's intent.

Very truly yours,

Helen S. Lyga
Property Agent
Property Management Division
Office of Rights of Way

Enclosure

NOT INCLUDED



PAGE 20
10/18

emler

MEM
AER

State of Connecticut
OFFICE OF THE TREASURER
STATE CAPITOL, HARTFORD 06110

OCT 8 1986

PAUL J. McDONOUGH
DEPUTY TREASURER

Engineering Dept.

February 20, 1986

The Honorable James E. Dyer
Mayor, City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut 06810

Re: State Land to be Sold: Southerly side of present Virginia Avenue
Extension; west side of present Forest Avenue
Size: 0.069± acre
Map Number: 34-84-229A

Dear Mayor Dyer:

Section 3-14b of the General Statutes of Connecticut provides that prior to the sale of state owned land, the State Treasurer shall first notify in writing the Chief Executive Officer of the municipality in which the land is situated of the state's intention to sell such land.

This letter shall serve as notification pursuant to the statute concerning the parcel or parcels of land described above. Subsection (a) of the statute requires the municipality to give written notice to the state of the municipality's desire to purchase such land, subject to the conditions of sale acceptable to the state.

If the Chief Executive Officer or Officers of the municipality fail to give notice to the state of the municipality's desire to purchase said land within forty-five days, the municipality shall have waived its right to purchase said land.

Please advise if the municipality is interested, or is not interested, in acquiring this subject property. Send your notification to: Peter A. D'Angona, Director, Special Funds and Escheat Division, Office of the Treasurer, State of Connecticut, 20 Trinity Street, Hartford, Connecticut 06106.

Sincerely yours,

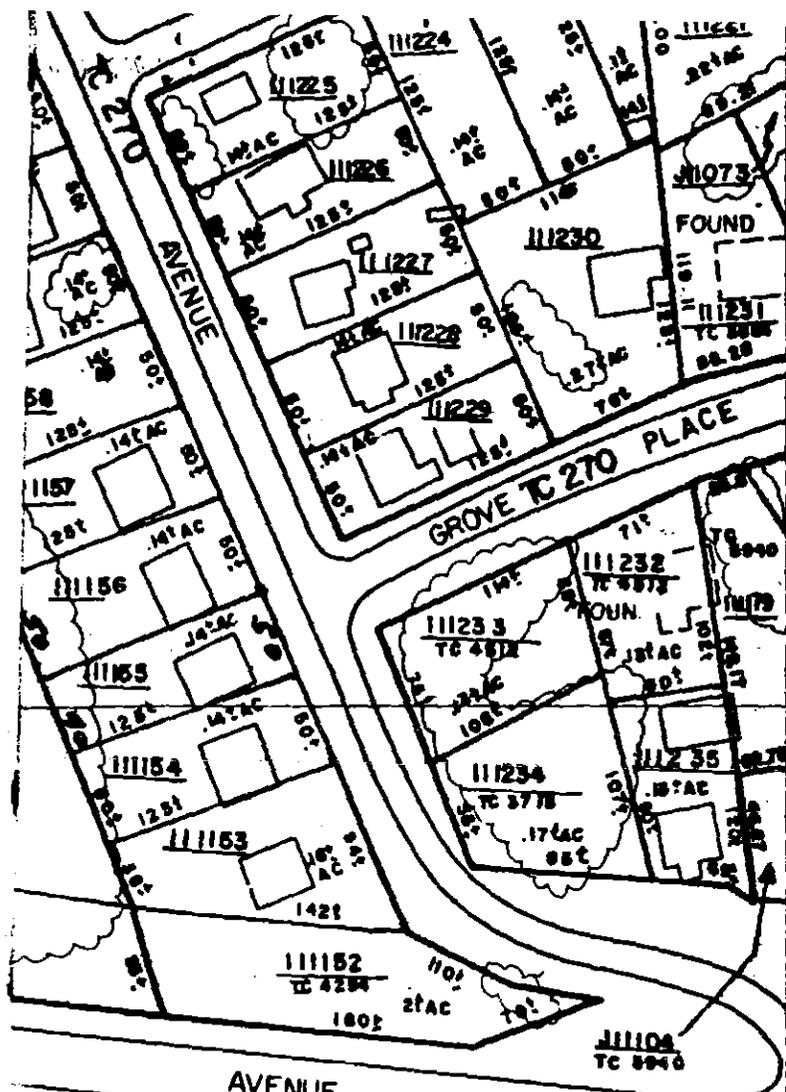
JOAN R. KEMLER
STATE TREASURER

JRK:b

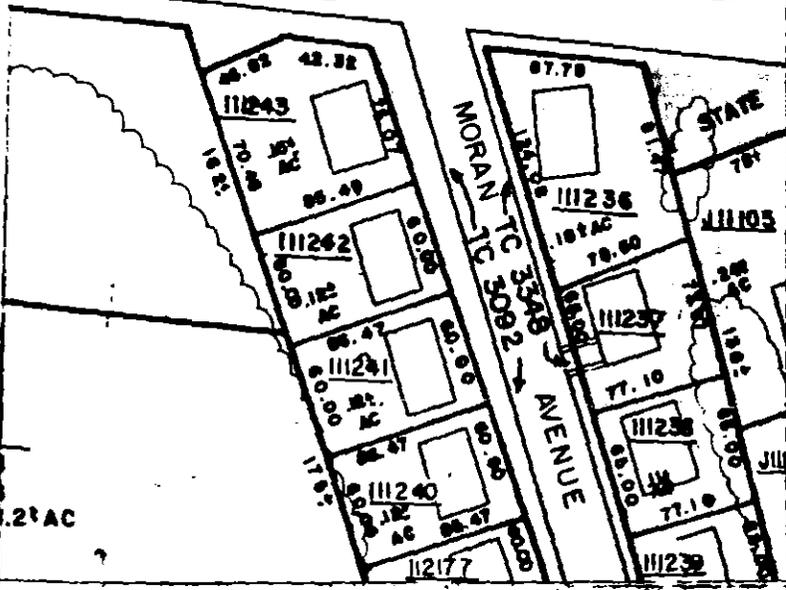
() Interested

yes Not interested

Chief Executive Officer of Officers



N 210,500



N 210,000

TAX ASSESSOR'S MAP

CITY OF DANBURY, CONNECTICUT

COMPILED 1973 - 1974

INFORMATION SHOWN HEREON COMPILED FROM

- A. PLANIMETRIC MAPS SUPPLIED BY THE ENGINEERING DEPARTMENT OF THE CITY OF DANBURY.
- B. DEEDS AND MAPS OF RECORD.

PREPARED BY

Dominick Sorrentino
Counselor at Law
12 Armand Place
Valhalla, New York 10595
914 592-6648

Elvira Sorrentino Thomas
Member of N.Y. and N.J. Bars

New York Office
2375 Hughes Avenue
New York, New York 10153
Please Reply to Valhalla Office

November 24, 1986.

Ms. Elizabeth Crudginton
Common Council of the City
of Danbury
155 Deer Hill Avenue
Danbury, Conn.

Re: John Sorrentino
6A Barnum Road
Danbury, Conn.

Dear Ms. Crudginton:

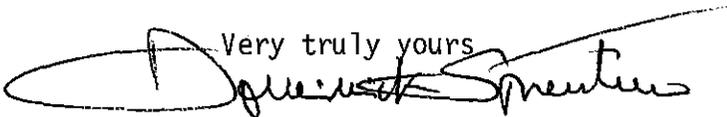
I am writing on behalf of my son, John, in connection with a certain condition existing on his property, fronting on Barnum Road and shown on the enclosed map as Lot No. 2.

A certain drainage swale extends from Cannon Drive into most of lot No. 8 and ends before the rear line of said lot. From the end of such swale water spreads into my son's rear portion of property, creating and maintaining at all times a swampy area. It is a deplorable condition, creating an area infested with insects and eroding the soil of such lot.

The enclosed map shows the drainage swale and the extent of same and it is apparent that from the point, where it ends, water spreads freely in all directions, particularly into my son's rear lot, creating the condition, hereinabove mentioned, which is unsanitary and it is detrimental to my son's property.

In view of the foregoing, it is requested that you take immediate steps to extend the drainage swale to the nearest storm sewer pipe and fill the rear portion of my son's lot to compensate for the erosion of soil above mentioned.

I will further communicate with you to insure that immediate action is taken to cure this condition. I further urge that your prompt attention be given to this matter and that it be brought to the attention of the Council.

Very truly yours

Dominick Sorrentino



CITY OF DANBURY
DANBURY, CONNECTICUT 06810
JAMES E. DYER, MAYOR

Commission on Aging
Municipal Agent
80 Main Street

(203) 797-4686
(203) 797-4687

December 13, 1986

Members - The Danbury Common Council
City Hall - 155 Deer Hill Avenue
Danbury, Connecticut
06810

Dear Members of the Council:

The Department of Elderly Services, City of Danbury, is the recipient of a donation from the Danbury Lions Club.

The gift is a 45" Television Set that will be used for educational, social and informational gatherings at the Danbury Senior Center.

We are thankful to the Danbury Lions Club and thus request the Common Council to approve our acceptance of this gift.

Sincerely,

Leo E. McIlrath, Director
Department of Elderly Services



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

WARREN W. PLATZ
PURCHASING AGENT

(203) 797-4571

*Summit 21
Agenda*

December 15, 1986

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

From: Warren W. Platz *WWP*

Re: Waiver of the Bid for Pagers for the Volunteer Companies

The Danbury Fire Department has made a request of this department to investigate additional sources for pagers for the volunteer fire companies.

The pagers currently in use are the Motorola Minitors and other companies including General Electric make pagers similar to them and are compatible. However, the model requested by the Communications Division is the Minitor II which is the latest model in production with advanced technology.

As a result of investigation on the part of the Purchasing Department, I have determined that no other company manufactures a pager similar to the Minitor II. It is my recommendation, therefore, that if the Minitor II is the preferred model then Motorola be declared a sole source.

Please keep in mind that there are other companies that make pagers compatible with the basic Minitor now being used. "Sole source" designation becomes necessary only if the Minitor II is to be purchased.

Pursuant to my telephone conversation with Councilman Smith, I would at this time request waiver of bid for the City to purchase Minitor II pagers from Motorola Company.

WWP/bmm

cc: D.A. Setaro, Jr.
F. Visconti
Councilman S. Smith

Gary M. Bachyrycz
Attorney at Law

(203) 797-8868

30 West Street
Danbury, Connecticut 06810

December 17, 1986

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

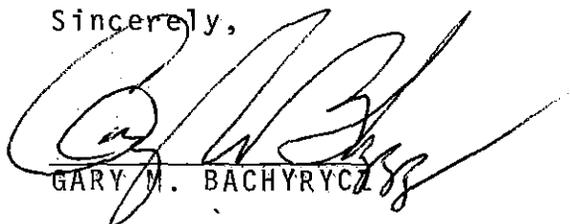
Dear Council Members:

This office represents Jose M. Nunes, owner of 1.005 acres on Sheridan Street in Danbury, Connecticut. Mr. Nunes has filed an application to the Planning Commission to subdivide that acreage in accordance with subdivision regulations. The subdivision plan proposes to dedicate to the City of Danbury a 15-foot drainage easement over proposed Lot #5 and to expand an existing City of Danbury sewer easement located on Lot #1 to 20.23 feet and dedicate same to the City.

In the opinion of the Planning Department, a formal request for acceptance of the above dedications should be submitted to the Common Council prior to action being taken on the subdivision. I am, therefore, by this letter respectfully requesting that the Council accept these dedications subject to review and approval by the Corporation Counsel's office and the Engineering Department.

I will be happy to meet with the committee of the Council at which time formal easement plans will be submitted. In the meantime, I have enclosed a copy of the subdivision map that sets forth the proposed easements.

Sincerely,



GARY M. BACHYRYCZ

GMB:jss

Enclosure

cc: Planning Department
Engineering Department

17 Cannonball Drive
Danbury, Connecticut 06810
December 2, 1986

Constance McManus
City Council President
City Hall
Deer Hill Avenue
Danbury, Connecticut 06810

Dear Ms. McManus:

The Danbury area is filled with bored teen-agers and concerned adults. The reason for this is because these teens have no place to go to gather with their friends and "hang out". Before the Danbury Fair Mall opened, many of these teens "hung out" together either at the North Street Shopping Center, or on Main Street in Danbury. Since the mall has opened, many have drifted there. Most of the time these teens just wander around, check out the scenery, and look for other friends. I know this for a fact since I am one of those teens. The adult shoppers that go to the mall, go to shop, not to get bothered by these huge clusters of teen-agers that roam around the mall. Some people even get nervous when a group of these teens walk by.

Robert Burke, the Danbury Mall's General Manager, was well aware even before the mall opened that the area's youth would come there to "hang around and check out the scenery". He discouraged the idea of groups of kids hanging around. But as you know, "kids will be kids".

What I think this area needs, and I'm sure most citizens will agree, is a place to go dancing. Most teen-agers love to dance and this would give them an excellent opportunity to get together with their friends, try out the latest dance step, stop the teens from hanging out on the street, and most of all, for those concerned shoppers, to get them out of the mall. What Danbury needs is a teen center with planned activities. This could really benefit the Danbury area. I mean the mall's great to hang out in once in a while, but after being there for vast amounts of time it can really bore you. The Arcade is amusing, but how many video games can one play? I would really appreciate it if you would please consider my letter with some thought. I truly believe that by forming this youth community organization, it would really help this area, for now and for years to come. I would enjoy knowing your views on this matter.

Sincerely yours,
Jill M. Sperrazza
Jill M. Sperrazza



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

DEPARTMENT
OF FINANCE

✓ 24
J
for
Appendix
Q

December 18, 1986

MEMO TO: Common Council via
Mayor James E. Dyer

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

RE: Elderly Tax Reimbursement

The State of Connecticut recently has paid to the City of Danbury \$7,370.00 which represents a reimbursement to the City for \$10.00 per applicant for the Elderly Tax Relief Program. This is a new bill that was passed by legislature last year, which reimburses for this additional task performed by the Assessor's Office. As a result of this, the overtime in the Assessor's Office has increased and we have had to make temporary transfers from the regular salary account into the overtime account.

I request that the \$7,370.00 be placed in the salary account of the Assessor's Office, and we will offset the City's revenue in the like amount, therefore, not requiring any certification from contingency.

I hope that you will be able to put this on the January Common Council agenda for approval.

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

DAS/af



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

DEPARTMENT
OF FINANCE

December 31, 1986

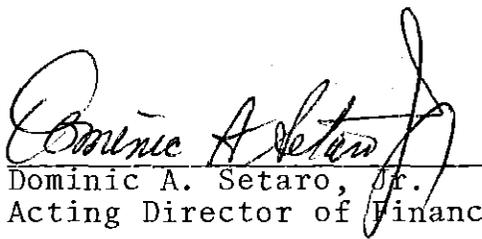
TO: Common Council via
Mayor James E. Dyer

Certification #16 REVISED

FROM: Dominic A. Setaro, Jr.

We hereby certify the availability of \$57,224.00 to be transferred from the Contingency Fund to the Fire Department, Professional Service & Fees Account #02-02-110-020100. This amount represents the cost of paramedic service for a period of five months (February 1987 - June 1987).

| | |
|--------------------------------|---------------------|
| Balance of Contingency Account | \$637,907.10 |
| Less pending requests | -0- |
| Less this request | 57,224.00 |
| | <u>\$580,683.10</u> |



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

DAS/af



*Director
H. J. ...*
*C.T. ✓ 25
(fire waked)*

CITY OF DANBURY

DANBURY, CONNECTICUT 06810

FIRE DEPARTMENT
19 NEW STREET

JAMES E. DYER, MAYOR

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

To: Mayor James E. Dyer
From: Charles J. Monzillo, Chief Fire Executive
Date: November 10, 1986
Subject: Danbury Fair Mall

Conditions at the Danbury Fair Mall are such that we require four men on fire watch during the working hours at the mall.

This provision has been established to protect the people working at and visiting the mall, with the co-operation of the Wilmorite Corporation.

Experience indicates a cost projection of Twenty Thousand Dollars (\$20,000) to cover this overtime. The \$20,000 will be billed to Wilmorite on a weekly basis. This money will be returned to the City as a wash item.

However, our special services line provides for a maximum amount of Four Thousand Dollars (\$4,000) which is inadequate for our function.

I have spoken to the Comptroller, Mr. Setaro,, who advised me to request funding to the account #011011 for the \$20,000 needed revenue. Mr. Setaro also stated that no certification of funds will be required, and he does not see a problem because the money will be returned to the City. The \$20,000 will cover the weeks through June 1, 1987.

Your immediate attention to this matter would be appreciated as we expended \$2,146.64 last week.

To cover the Garcia Decision, billing will include the time and the rank of the individual at time and one-half. The current contract does not include the provision, but will add to the "back pay clause".

Charles J. Monzillo
Chief Fire Executive

CJM:kod
FAIRMALL file
MAYOR disk 3



Tranetta - 26
Agenda

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

DEPARTMENT
OF FINANCE

December 19, 1986

TO: James E. Dyer, Mayor

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

RE: Appointment - Independent Auditors

Once again it is time to consider the appointment of auditors to perform the city audit for the fiscal year ending June 30, 1987. I would at this time recommend that we appoint Ernst and Whinney and request you to forward this letter to the Common Council for their approval as required by state law.

I have attached a copy of Ernst and Whinney's fee schedule for the audit. Please note that our actual city audit fee for 1986 was \$36,000 plus \$9,000 for the conversion of our report so we could apply for the certificate of achievement. Therefore, our city budget portion will be less than the 1986 fees paid.

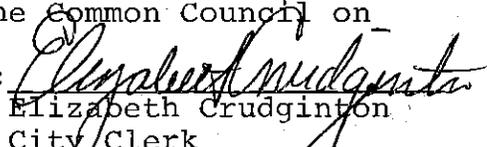


Dominic A. Setaro, Jr.
Acting Director of Finance - Comptroller

DAS/af
Enc.

CERTIFICATION

I, ELIZABETH CRUDGINTON, City Clerk of the City of Danbury, Connecticut do hereby certify that the above communication was accepted and appointment of Ernst & Whinney as the Auditors for the City of Danbury, approved by the Common Council on January 6, 1987.

ATTEST: 
Elizabeth Crudginton
City Clerk

Dated at Danbury, Connecticut this 8th day of January, 1987.

cc: Mr. John Tedesco, Jr., Office of Policy and Management
80 Washinton Street, Hartford, Ct. 06106

Ernst & Whinney

Suite 500
Six Landmark Square
Stamford, Connecticut 06901

203/348-3700

December 18, 1986

Mr. Dominic Setaro
Acting Director of Finance - Comptroller
City Hall
155 Deer Hill Avenue
Danbury, Connecticut 06810

Dear Dom:

In response to your request for our proposed audit fee applicable to our examination of the City of Danbury's financial statements for the year ending June 30, 1987, we are pleased to submit the following fee schedule for such services:

| | <u>Proposed 1987 Fee</u> | <u>1986 Fee</u> |
|--------------------------|------------------------------|------------------|
| City audit | \$ 40,000* | \$ 36,000 |
| School lunch program | 2,800 | 2,800 |
| Special education grants | 5,500 | 5,000 |
| ED 001 report | 3,000 | 2,500 |
| Revenue sharing | <u>2,500</u> | <u>2,500</u> |
| | 53,800 | 48,800 |
| Single Audit Act | <u>8,000</u> | <u>8,000</u> |
| | <u>\$ 61,800</u> | <u>\$ 56,800</u> |

*Includes allocation for enterprise funds as follows:
Water Fund - \$3,150, Sewer Fund - \$3,150 and Landfill
Fund - \$2,350 and \$1,000 for cost involved in
maintaining the City's Certificate of Achievement.

Again, because of the quality of the City's financial records and professional supervision provided by you and your staff, we have been able to maintain the basic fee structure with only a modest increase.

Very truly yours,

Charles T. Gebbia
Partner



027

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

Emanuel A. Merullo
Director of Personnel

JAMES E. DYER, MAYOR

PERSONNEL DEPARTMENT
(203) 797-4598

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

FROM: Manny Merullo *EM*

DATE: January 5, 1987

On November 20, 1986, a panel of the State Board of Mediation and Arbitration pursuant to the provisions of 7-474 of the General Statutes of the State of Connecticut made an Arbitration Award on the unresolved issues of contract negotiations between the City of Danbury and Local #801, Danbury Firefighters' Union.

The award included a 6 percent increase in wages and increases in uniform allowance and longevity pay for FY '85-'86. It also included a 7 percent wage increase for FY '86-'87.

The cost of the new agreement will be reported by Dom Setaro, Acting Director of Finance.

cc: Dom Setaro, Acting Director of Finance



027

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

DEPARTMENT
OF FINANCE

January 5, 1987

TO: Common Council via Certification #21
Mayor James E. Dyer

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

We hereby certify the availability of \$280,027.10 in the Contingency Fund and \$87,972.90 from our available General Fund fund balance to be transferred to the following accounts in the Fire Department budget to cover the cost of the binding arbitration 2-year contract award.

| | |
|--|---------------------|
| Regular Salaries Account #02-02-110-010100 | \$300,000.00 |
| Overtime Services Account #02-02-110-010500 | 47,000.00 |
| Holiday Pay Account #02-02-110-011009 | 11,000.00 |
| Clothing, Dry Goods & Linens Acct. #02-02-110-041000 | 10,000.00 |
| Total | <u>\$368,000.00</u> |

It should be noted that the total actual cost for the second year of the contract compounded was approximately \$440,000.00. The certification for \$368,000.00 or \$72,000.00 less than the total is a result of available unencumbered funds in the Fire Department budget because of vacancies. After the transfer of \$368,000.00 is made, there will be funds left in the above line items to fill vacancies and transfer funds for equipment for the paramedic unit later on in the year. The retroactive cost for the 1985-86 fiscal year need not be certified since the auditors set up an estimated liability to cover this amount already.

| | |
|--------------------------------|-------------------|
| Balance of Contingency Account | \$ 637,907.10 |
| Less pending requests | 357,880.00 |
| Less this request | <u>280,027.10</u> |
| Balance | -0- |

| | |
|--------------------------------------|-----------------------|
| Balance of General Fund Fund Balance | \$3,072,650.00 |
| Less pending requests | -0- |
| Less this request | <u>87,972.90</u> |
| Balance | <u>\$2,984,677.10</u> |

Dominic A. Setaro, Jr.

Acting Director of Finance - Comptroller

DAS/af

AGREEMENT
between
THE CITY OF DANBURY
and
LOCAL 801
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
AFL-CIO

July 1, 1985 to June 30, 1987

PREAMBLE

The following contract, by and between, respectively, the City of Danbury, hereinafter referred to as the "City," and Local 801, International Association of Fire Fighters, hereinafter referred to as the "Union," is designed to maintain and promote a harmonious relationship between the City of Danbury and such of its employees who are within the provisions of this contract, in order that more efficient and progressive public service may be rendered.

ARTICLE I

Recognition

The City hereby recognizes the Union as the exclusive representative and bargaining agent for the bargaining unit, consisting of all uniformed and investigatory positions within the Danbury Fire Department, except that of Chief and Deputy Fire Chief.

ARTICLE II

Payroll Deduction of Union Fees, Dues and Assessments

The City shall weekly deduct, if possible, union dues, initiation fees, fines and assessments from the earned wages of each employee in such amount as determined by the Union, provided that no such deduction shall be made from any employee's wages except when authorized by him on an appropriate form, a copy of which must be submitted to the City. Such authorization shall be for the life of the contract and shall be continued thereafter if a contract exists between the City and the Union.

As a condition of employment, each employee shall be a member of the Union in good standing.

ARTICLE III

Employees to Receive Copies of the Contract

The City and the Union shall share Two Hundred copies of this Contract and shall equally share the cost of printing.

ARTICLE IV

Bulletin Boards

The City shall permit the use of all bulletin boards, located in the respective fire houses by the Union for the posting of notices concerning Union business and activities.

ARTICLE V

Disciplinary Action

No permanent employee shall be removed, dismissed, discharged, suspended, reduced in rank, or disciplined, in any other manner, except for just cause. If any employee is disciplined, and in the judgment of such employee, this action is taken by the City without just cause, he may, no later than seven (7) days after the date of such action, appeal in writing to the Mayor to have the action rescinded or to have the severity of the punishment reduced. Within seven (7) days after receiving such appeal, the Mayor or his designee shall arrange to and meet with the Union's Grievance Committee for the purpose of attempting to resolve this dispute. If such employee is dissatisfied with the results of such meeting, the Union may, no later than ten (10) days thereafter, submit such dispute to arbitration by the Connecticut State Board of Mediation and Arbitration. Said Arbitration Board shall have the power to uphold the action of the City or to rescind or modify such action, and such power shall include but shall not be limited to the right to reinstate a suspended or discharged employee with full back pay. Nothing contained herein shall prevent any employee from representing himself in these appeal procedures.

ARTICLE VI

Grievance Procedure

Section 1. Should any employee or group of employees feel aggrieved concerning his or their wages, hours, or conditions of employment, which wages, hours and conditions are controlled by this contract, or which are provided for in any Statute, Charter Provision, Ordinance, Rule, Regulation, or Policy which is not in conflict with this contract, or concerning any matter or condition arising out of the employee-employer relationship, including any claim of unjust discrimination or any matter or condition affecting his or their health and safety, adjustment shall be sought as follows:

(A) If in the judgment of the Grievance Committee of the Union said grievance has merit, the Union shall submit such grievance in writing to the Chief of the Fire Department, setting forth the nature of the grievance. Within five (5) days after said Chief receives such grievance, he shall arrange to and shall meet with the representatives of the Union, for the purpose of adjusting or resolving such grievance.

(B) If such grievance is not resolved to the satisfaction of the Union by the Chief within five (5) days after such a meeting, the Union may present such grievance in writing within seven (7) days thereafter to the Mayor. Within seven

(7) days after said Mayor receives such a grievance, he or his designee shall arrange to and meet with the representatives of the Union for the purpose of adjusting or resolving such grievance.

(C) If such grievance is not resolved to the satisfaction of the Union by the Mayor or his designee within seven (7) days after such meeting, the Union may, no later than ten (10) days thereafter, submit such dispute to arbitration by the Connecticut State Board of Mediation and Arbitration. Said Arbitration Board shall hear the dispute in accordance with its rules and render a decision which shall be final and binding on all parties. Nothing contained herein shall prevent any employee from representing himself in these grievance procedures.

Section 2. Failure to process a grievance within the time limits established under Section 1 of this Article, conclusively presumes that it has been satisfactorily resolved at the last step to which it had been properly processed. Failure on the part of the City's representative to act on a grievance within the time limits, established under Section 1 of the Article, conclusively presumes that such grievance is sustained and that the satisfaction requested will be provided. The above set-forth time limits may be extended for no more than five (5) days by either party, and such time limits may be further extended by agreement of both parties.

ARTICLE VII

Union Business Leave

Section 1. The five (5) members of the Union Negotiating Committee shall be granted leave from duty with full pay for all meetings between the City and the Union for the purpose of negotiating the terms of a contract, when such meetings take place at a time during which such members are scheduled to be on duty.

Section 2. The three (3) members of the Union Grievance Committee shall be granted leave from duty with full pay for all meetings between the City and the Union for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty.

Section 3. Such Officers and members of the Union, as may be designated by the Union, shall be granted leave from duty, with full pay for Union Business, such as attending labor conventions and educational conferences, provided the total leave for the purposes set forth in this section shall not exceed Twenty-Five (25) working days in any fiscal year.

Section 4. The representatives of the Fire Department on the Pension Boards shall be granted leave from duty with full pay for the purpose of attending all meetings of the Pension Board called by its President and/or Mayor, and for the purpose of fulfilling official Pension Board duties.

ARTICLE VIII

Manpower

Section 1. In order to protect the health and safety of employees in the bargaining unit, there shall be assigned to each engine company a minimum of three (3) employees, including Officers, and there shall be assigned to each truck company a minimum of four (4) employees, including Officers. (For the purpose of this Agreement, the dual truck company shall be considered one truck company.) Two (2) employees shall be on duty at all times on any Rescue or Ambulance apparatus when it responds to or is on call. For purpose of this section, Shift Commanders shall be considered as employees. Notwithstanding the provisions of this section, the overall on duty manpower level shall not be less than twenty-three (23) employees per platoon.

Section 2. There shall be one (1) Officer assigned to each fire fighting Pumper Apparatus on each platoon. In the event that four (4) or more employees are assigned per platoon to any Ladder Truck Apparatus, one (1) such employee on each platoon, so assigned, shall be an Officer. In the event that any fire station houses more than one piece of on-duty fire fighting apparatus, there shall be one Captain assigned to one of such pieces of apparatus on each platoon in such fire station. No Officer or employees shall be assigned to cover, at the same time, more than one of the Officer's positions hereinbefore described.

Section 3. In the event the second ambulance is placed on duty for transfer type calls, such type calls shall be limited to the day shift on any day of any week when there are three (3) or more transfer calls scheduled. Two (2) employees, selected on a rotation basis from the regular Ambulance overtime list normally used for this purpose, will be hired for a period of not less than four (4) hours, for the purpose of placing the second ambulance in service for the aforementioned purpose. At no time when the ambulance is scheduled for three (3) or more transfer calls on the day on which they are to take place, will any member of the regular assigned platoon be assigned to said ambulance. The two (2) members so assigned to transfer type calls shall not be assigned to out-of-town calls during the period they are performing said transfer type calls service.

Section 4. In the event the second ambulance is placed on duty for out-of-town calls, two (2) additional employees, selected on a rotation basis from the Ambulance overtime for out-of-town calls list, will be hired for such period of time as it takes to complete said call and shall be paid a minimum of four (4) hours pay for each such call.

ARTICLE IX

Holidays

Section 1. Each employee covered by the provisions of this Agreement shall receive holiday pay for twelve (12) legal holidays to be paid on the second (2nd) payday in November of each fiscal year for that fiscal year. Any employee who begins his employment after the start of the fiscal year shall be paid for only those holidays which occur while he is actually employed; should such employee commence his service after the first payday in December, he shall receive his holiday pay as soon as practicable, but no later than the last payday of December.

Section 2. Those employees leaving after December 1st, but prior to June 30th of any fiscal year, shall reimburse the City for all such holidays for which they have received payment when they were not actually employed by said City.

Section 3. Any employee who terminates his employment prior to December 1st of any fiscal year shall be paid for only those holidays which occurred prior to his termination date.

Section 4. In the event that a legal holiday falls on a Saturday or Sunday, then on the Friday preceding such a holiday one Inspector shall be required to be on duty and on the following Monday following such holiday one Inspector shall be required to be on duty. Said Friday and Monday to be rotated between the Inspectors on an equitable schedule approved by the Chief of the Department.

Section 5. The twelve (12) holidays shall be:

- | | |
|-----------------------------|------------------|
| New Years's Day | July 4th |
| Martin Luther King, Jr. Day | Labor Day |
| Lincoln's Birthday | Columbus Day |
| Washington's Birthday | Veterans Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Christmas Day |

Section 6. Holiday pay for each such holiday for each employee shall be computed by multiplying his regular hourly rate by twelve (12) hours. In the event that the President of the United States declares a legal holiday or a day of mourning in addition to the present twelve (12) legal holidays, such employee shall receive holiday pay for such additional day or days.

ARTICLE X

Work Week

Section 1. The work week of all employees who perform fire fighting or dispatching duties, shall be on an average of not more than forty-two (42) hours computed over a period of one fiscal year. Such work week shall be based on a schedule of day tours of ten (10) hours each, and night tours of fourteen (14) hours each.

Section 2. The work week for the Fire Marshal, Apparatus Mechanic, Fire Inspector, Ambulance Supervisor and Drillmaster shall be forty (40) hours per week, based on a five (5) day week, Monday through Friday, eight (8) hours per day schedule. The hours of duty for the remaining personnel shall be from 7:00 A.M. to 5:00 P.M. and from 5:00 P.M. to 7:00 A.M.

ARTICLE XI

Overtime

Section 1. Effective upon the signing of this Agreement, whenever any employee works in excess of his regularly assigned work week or work schedule, as provided for in Article X, in addition to any other benefits to which he may be entitled, he shall be paid for such overtime work at his regular hourly rate, multiplied by twelve (12) hours if he works a full tour of duty, or by the actual number of hours of such overtime work if he works less than a full tour of duty, except that if he is called back from off-duty to work overtime, he shall be paid for such overtime work at his regular hourly rate, multiplied by four (4) hours, or the actual number of hours of such overtime work, whichever is greater.

Section 2. In the event that overtime is required in any fire fighting company, it shall be worked for the rank, i.e. Shift Commander, Captains, Lieutenants, Dispatchers or Firefighters, held by the employee who was last to report off duty, and whose absence brings his platoon below the minimum manpower strength, as provided for in Section I of Article VIII. If the last employee to thus report off duty is an Officer (Shift Commander, Captain, Lieutenant), the overtime thereby required would be worked by Officers (Shift Commander, Captain, Lieutenant), except that if no Officer is available to work such overtime, it shall be worked by Firefighters. If the last employee to thus report off duty is a Dispatcher, the overtime thereby required would be worked by Dispatchers, except that if no Dispatcher is available to work such overtime, it shall be worked by Firefighters. If the last employee to thus report off duty is a Firefighter, the

overtime thereby required would be worked by Firefighters. For purposes of this Section, the term "last to report off duty" shall mean and include to go off duty on vacation, sick leave, injury leave, military leave, etc.

In the event that a manpower shortage, requiring overtime, is caused by two (2) or more employees of different rank or classification, i.e. Shift Commander, Captain, Lieutenant, Dispatcher, Firefighter, reporting off duty at exactly the same time, such overtime work shall be alternated between the employees of the same rank as that held by the employees reporting off duty at the same time. For example, if a Firefighter and Officer on the same platoon report off duty at exactly the same time and overtime is thereby required, such overtime shall be worked one day for the Firefighter, and next day for the Officer, the next day for the Firefighter, and so on.

Section 3. The Chief shall cause to be established a separate roster of the employees on each platoon by classification or rank, i.e. Shift Commander, Captain, Lieutenant, Dispatcher and Firefighter. Whenever overtime work is required, it shall be rotated amongst the employees on the respective appropriate roster or rosters. All such overtime work shall be offered, in accordance with such rotation system agreed upon by the Chief and the Union to the off-duty Officers on the appropriate list, i.e. Shift Commander's List, Captain's List, Lieutenant's List, Dispatcher's List and to the Firefighters on the Firefighter's List. In the case of Firefighters, each such roster shall be established on the basis of seniority. In the case of Officers, the Shift Commander, Captains, Lieutenants and Dispatchers shall be placed on separate rosters, in the order of their seniority in said rank. When an employee works such overtime assignment, or when he refuses to work such overtime assignment for which he has been given at least twenty-four (24) hours notice, and not otherwise, his name shall be placed at the bottom of the rotating list. Nothing contained herein shall prevent any employee from exchanging places on the overtime roster with another employee on the same roster, provided such exchange is initiated by the employee with the higher standing on the roster, and further provided that he has offered to make such exchange with the employees on such roster in the order that their names appear thereon.

Section 4. For purposes of the Article, any employee, when serving in an acting capacity in a higher rank shall not assume the overtime hiring rights of the employee whose place he is taking. He shall, however, retain his position on the overtime roster established for his appointed rank.

ARTICLE XII

Acting Officers

Section 1. Interim/temporary appointments to fill permanent vacancies shall be made by the Mayor, provided no Eligibility Lists exists for such classification. Interim/temporary appointments shall only exist until such time as a permanent appointment has been made.

Section 2. Whenever a Fire Lieutenant is absent from duty on a temporary vacancy from a firefighting company in a fire station, and his position is not covered by overtime work, the senior Firefighter regularly assigned to and on duty in such fire station during such absence, who is qualified to serve as an Acting Fire Lieutenant, shall be the Acting Fire Lieutenant covering such absence, and he shall be paid the first step of the Fire Lieutenant's salary range for each tour of duty or majority portion thereof during which he performs such Acting Lieutenant's services. Whenever a Dispatcher is absent from duty on a temporary vacancy, and his position is not covered by overtime work, the senior Firefighter regularly assigned to and on duty in Fire Headquarters during such absence, who is qualified to serve as an Acting Dispatcher, shall be the Acting Dispatcher covering such absence, and he shall be paid the first step of the Dispatcher's salary range for each tour of duty or majority portion thereof during which he performs such Acting Dispatcher's services. Whenever a Fire Captain is absent from duty on a temporary vacancy from a firefighting company, and his position is not covered by overtime work, the Senior Lieutenant regularly assigned to the same platoon as such Captain shall be the Acting Captain covering such absence, except, if such Senior Lieutenant is also absent from duty, the next Senior Lieutenant who is regularly assigned to the same platoon as such Captain shall be the Acting Captain covering such absence. Whenever a Shift Commander is absent from duty on a temporary basis from a firefighting platoon and his position is not covered by overtime with the same rank, the Captain on duty shall assume the duties of a Shift Commander during that period. If a Captain is hired for overtime and a Shift Commander's position is open, the Captain hired on the overtime basis shall be designated the Shift Commander (Effective upon the signing of this agreement). If neither Lieutenant is available to serve as an Acting Captain, the senior Firefighter regularly assigned, who is qualified to serve as an Acting Captain, shall be the Acting Captain covering such absence. Whenever any such Fire Lieutenant or Firefighter shall serve as an Acting Captain for each tour of duty or majority portion thereof during which he serves in such capacity, he shall receive the first step of the Fire Captain's salary range. Whenever a Shift Commander is absent from duty on a temporary vacancy, and his position is not covered by overtime work, the Fire Captain on the same platoon as the Shift Commander shall be the Acting Shift Commander to cover such absence, except if such Captain is also absent from duty, the senior Fire

Lieutenant on duty on such platoon shall be the Shift Commander to cover such absence. Such Fire Captain or such Fire Lieutenant shall receive the first step of the Shift Commander salary range for each tour of duty. For purposes of this Article, a temporary vacancy shall include, but shall not be limited to, absences because of sick leave, vacations, military leave, etc.

Section 3. In the absence of the Fire Marshal because of Sick Leave, Injury Leave, Funeral Leave or Vacation, the Senior Fire Inspector, regularly assigned to and on duty in the Fire Prevention Bureau and who is certified by the Bureau of the State Fire Marshal, shall be the "Acting Fire Marshal", and shall be paid at the first (1st) step of the Fire Marshal salary for each day worked in such capacity.

Section 4. Employees Acting Out of Title shall be paid twice a year. Payments shall be made on the first (1st) payday in January and the first (1st) payday in July.

ARTICLE XIII

Vacations

Section 1. In each calendar year, vacations shall run from January 2nd through December 19th, no vacations will be taken between December 20th and January 1st inclusive. Employees will earn vacation time according to the following schedule.

Each employee who has completed six (6) months but less than one (1) year of service on December 31st shall receive three (3) working days of vacation leave with pay; each employee who has or will have one (1) but less than seven (7) completed years of service on December 31st shall receive nine (9) working days of vacation leave with pay; each employee who has or will have seven (7) but less than twelve (12) completed years of service on December 31st shall receive twelve (12) working days of vacation leave with pay; each employee who has or will have twelve (12) but less than seventeen (17) completed years of service on December 31st shall receive sixteen (16) working days of vacation leave with pay; and each employee who has or will have seventeen (17) or more completed years of service on December 31st shall receive twenty (20) working days of vacation leave with pay.

An employee on a Leave of Absence without pay for more than Forty (40) consecutive days shall cause his/her vacation time to be reduced. For each multiple of Forty (40) consecutive days, a loss of one (1) vacation day will result.

Section 2. Employees may select their vacations throughout the calendar year subject to the following limitations: Employees who perform firefighting or dispatching duties regularly, shall select their vacation leave in order of their rank and then their seniority. Employees may split their vacation leave provided that each employee who is entitled to nine (9) or more working

days of vacation leave shall select at least nine (9) consecutive working days of vacation leave for his first choice.

Six (6) employees on each platoon, exclusive of employees who work a Monday through Friday schedule, may be off duty on vacation leave at the same time. Each period of vacation leave for each employee shall begin on such employee's first day of a set of day tours or first night of a set of night tours of duty.

Section 3. Any employee who is entitled to vacation leave at the time of retirement shall receive vacation pay in lieu of such leave; and such vacation pay shall be computed on the following basis: four (4) or less days, one (1) week's pay; nine (9) days, two (2) week's pay; twelve (12) days, three week's pay; sixteen (16) days, four (4) week's pay; and twenty (20) days, five (5) week's pay. In the event that an employee is entitled to vacation leave at the time of his death, his dependent survivors shall receive vacation pay on the same basis as that to which the employee is entitled for vacation leave due at the time of retirement service connected disability or non-service connected disability shall remain as is. Resignations or discharges shall be pro-rated.

Section 4. In the event that an employee goes on Sick Leave or Injury Leave prior to the time his/her vacation is scheduled to commence, and he is on such Sick/Injury Leave during any part of the time during which he is so scheduled to be on vacation leave, such vacation shall be postponed, provided it is taken within the same calendar year.

Section 5. All employees who regularly work Monday through Friday schedule, such as Mechanic, Fire Inspectors, Fire Marshal, Drillmaster, Ambulance Supervisor and Supervisory Disptacher, shall have their names excluded from the seniority vacation list and shall be allowed to pick their vacation at any time during the calendar year.

Employees who regularly work a 40 hour week, such as Mechanic, Fire Inspectors, Fire Marshal, Drillmaster, Ambulance Supervisor, and Supervisory Disptacher shall be entitled to vacation as follows:

Each employee who has or will have completed one (1) year of service but less than seven (7) years on December 31st shall receive (10) working days; each employee who has or will have completed seven (7) years of service but less than twelve (12) years on December 31st shall receive fifteen (15) working days; each employee who has or will have completed twelve (12) years but less than seventeen (17) years of service on December 31st shall receive twenty (20) working days; each employee who has or will have completed seventeen (17) years or more shall receive twenty-five (25) working days.

ARTICLE XIV

Sick Leave

Section 1. Each employee shall be entitled to two hundred and forty-four (244) work days of sick leave for sickness or disability. When an employee exhausts such sick leave, it may be extended by the Mayor.

Section 2. Any employee on Sick Leave capable of performing any form of light duty within the Fire Department shall report to duty at Fire Headquarters as soon as his/her condition allows him/her to perform such duties. While assigned to light duty with the Fire Department, an employee's hours of work shall be from 9:00 A.M. to 5:00 P.M., Monday through Friday. While assigned to light duty an employee shall not replace a position covered under the contract.

ARTICLE XIV-A

Injury Leave

Section 1. Each employee who is injured or disabled in the performance of his duties shall be entitled to injury leave with full pay provided he reports such injury or disability in accordance with the provisions of Section 2 of this Article.

Section 2. The City shall pay the hospital, medical and drug expenses, in accordance with Workmen's Compensation Laws, for each employee who is injured or disabled in the performance of duty, provided that he reports all accidents, injuries or disabilities to his superior officer immediately as soon as he becomes aware of such accident, injury or disability; and further provided that he reports same within one (1) year of the date of such accident, injury or disability.

Section 3. Notwithstanding any provisions of Section 2 of this Article to the contrary, any condition of impairment of health caused by hypertension or heart disease resulting in total or partial disability to an employee shall be presumed to have been suffered in the performance of his duties.

ARTICLE XV

Special Leave

Each employee shall be granted special leave with pay for any day or days on which he is able to secure another employee to work in his place provided:

(A) Such substitution does not impose any additional costs on the City;

(B) Such substitution is within classification only, and the substitute is qualified to perform the duties of the position involved;

(C) The Officer in charge of the platoon in the engine house on which the substitution is to be made is notified, and he in turn shall notify the Shift Commander or Officer in charge of the platoon on which the substitution is to be made;

(D) Neither the Department nor the City is held responsible for enforcing any agreements made between employees.

ARTICLE XVI

Funeral Leave

Each employee shall be granted leave with pay in the event of a death in his immediate family. Such leave shall start on the day of death and continue through and include the day of the burial, except that in no event shall such leave be less than three (3) calendar days commencing with the day of death. For purposes of this Article, the term "immediate family" shall mean and include the following: Mother, Father, Mother-in-Law, Father-in-Law, Sister, Brother, Wife, Child, Grandchildren, Grandparents, Son-in-Law, Daughter-in-Law, and any relative domiciled in the employee's household.

In the event of the death of an employee's Brother-in-Law, Sister-in-Law, Aunt or Uncle, Niece or Nephew, he shall be granted one (1) day's leave with pay to attend the funeral.

ARTICLE XVII

Uniform Allowance

Section 1. Each employee who is appointed to the Fire Department on or after effective date of this Contract shall receive a uniform allowance of five hundred dollars (\$500), to be paid at the time of appointment, and in each fiscal year thereafter he

shall receive a uniform allowance of five hundred dollars (\$500), to be paid on or about July 15th of each fiscal year.

Each Fire Inspector, Fire Captain, Dispatcher, Ambulance Supervisor, Drillmaster, Fire Marshal, and Supervisory Dispatcher shall receive a uniform allowance of six hundred and fifty dollars (\$650) to be paid on or about July 15th of each fiscal year. If an employee is promoted after July 15th of any fiscal year to one of the positions described in the preceding sentence, he shall be paid at the time of such promotion the difference between the uniform allowance he received on July 15th of such fiscal year and the uniform allowance provided for such positions in said preceding sentence.

Section 2. The City shall provide each employee with his own protective clothing of best quality and condition. Such clothing shall consist of New Yorker 5A leather helmet, three-quarter length boots, turn-out-coat, night-hitch, night-hitch boots, night-hitch suspenders, best quality work gloves and steel inserts for the three-quarter length boots and the night-hitch boots.

Section 3. The City shall provide and replace, whenever necessary, slicker-type jackets, trousers and boots of the best quality for all regular ambulance personnel. The City shall also provide the Mechanic with three (3) sets of mechanic's work uniforms of the best quality at the start of each fiscal year and shall be responsible for cleaning expenses for same.

Section 4. The purchase of work and dress uniforms shall be the responsibility of the employee. The cost of work and dress uniforms is compensated through the uniform allowance stipulation of Section 1. An annual inspection of all work and dress uniforms under the direction of the Fire Chief will be conducted to sustain a high level of appearance.

ARTICLE XVIII

Insurance

The City shall provide and pay for the following insurance for all employees and their enrolled dependents.

Life Insurance: Group Term Life Insurance and Group Accidental Death and Dismemberment Insurance in the amount of \$20,000 for each.

Medical Insurance: Medical Insurance is to be provided as follows:

Hospitalization: Blue Cross of Connecticut to provide coverage of 100% of the charges for the first 485 days in the hospital. The semi-private maternity rider and student dependent rider are to be included.

Major Medical and Surgical: Confederation Life Insurance Company, as contained in the proposal presented by John Hyatt Associates, Inc. of Danbury, Connecticut, providing coverage as follows:

Surgery: Reasonable and Customary charges paid 100%. No deductible applied.

In-Hospital Doctor Visits: \$20 per visit by doctor while in-patient plus three (3) additional visits following discharge. No deductible applied.

X-Ray and Lab: \$100 per disability or twelve (12) consecutive months, whichever is longer. No deductible applied.

Maternity: Covered as any other disability as required by law.

Major Medical:

Annual Deductible: \$ 50 per individual
\$100 per family maximum

Co-Insurance per Calendar Year: 80% of the 1st \$2,000 paid by Confederation Life. 100% of the balance paid by Confederation Life.

Maximum Benefit: \$1,000,000 per person per lifetime.

Dental Plan: Confederation Life Insurance Company, as contained in the proposal presented by John Hyatt Associates, Inc. of Danbury, Connecticut, providing coverage as follows:

Annual deductible \$25.00 per individual
75.00 per family
Waived for preventive

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

Maximum \$1,000 per calendar year

The points herein discussed shall be governed by the specific wording as expressed in the Confederation Life Insurance Contract.

No reference to insurance carriers in this Contract shall prevent the City from changing insurance carriers during the term of this Contract if the named carrier is unable to provide the benefits outlined at competitive rates.

Any subsequent coverage shall provide the same level of benefits as the present Contract of insurance which shall include the ease and availability of claim processing and payment.

ARTICLE XIX

Leave of Absence Without Pay

The City may grant leave of absence without pay to any employee, upon his request, for a period not to exceed one (1) year. Upon expiration of an approved leave of absence, or earlier if so requested by such employee, he shall be reinstated in the position held at the time leave was granted. Said employee shall submit the request for leave of absence to the Chief of the Department, outlining the reasons for his request. The Chief shall they forward said employee's request for leave of absence to the Mayor for final consideration.

ARTICLE XX

Seniority and Layoff

Section 1. Unless the context requires otherwise, seniority shall mean rank seniority which shall be based on the relative length of accumulated service of each employee with the Danbury Fire Department in his particular rank or position. For the purposes of this Article, rank shall mean and include the following: Fire Fighter, Fire Lieutenant, Fire Captain, Shift Commander, Dispatcher, Mechanic, Fire Marshal, Drillmaster, Fire Inspector, Ambulance Supervisor, and Supervisory Dispatcher. An employee's length of service shall not be reduced by time lost due to sick or injury leave or authorized leave of absence.

Section 2. When it becomes necessary to reduce the manpower of the department or to reduce the manpower within any particular rank, the order of layoff shall be determined in accordance with the following procedure. If the need to reduce the manpower within any rank above the rank of firefighter arises, an officer holding said rank shall be demoted rather than laid off. The officer with the least rank seniority shall be the first employee to be demoted. When this occurs, the demoted officer shall become the senior employee in the next lower rank and shall be entitled to bump the employee with the least rank seniority in such next lower rank. Any officer who is bumped by this process may avail himself of the same process as against a lower ranking officer, in order that the affected officer may be demoted rather

than laid off. When the demotion-bumping process is completed and the firefighting rank is attained, then the employee with the least rank seniority as a firefighter shall be laid off. Notwithstanding the foregoing provisions of this section, when the demotion of an officer holding the rank of Dispatcher, Mechanic, Fire Marshal, Drillmaster, Fire Inspector, Ambulance Supervisor, or Supervisory Dispatcher becomes necessary, demotions from these ranks shall be accomplished by the return of the officer to the highest rank previously held by said officer. Seniority within the previously held rank shall include time served in the former rank from which the demotion is made.

Section 3. When an employee has been laid off, or an officer has been demoted, the name of such employee shall be placed on a preferred re-employment list for the appropriate rank. In filling any vacancy in any such rank, the preferred re-employment list shall have priority over any other list. All names shall remain on any preferred re-employment list until each laid off employee is offered the opportunity for rehire or each such demoted officer is offered the opportunity for restoration to his former rank. When a laid-off employee is rehired, or when a demoted officer is restored to his former rank, he shall regain the rank seniority held prior to lay off or demotion. Laid off or demoted employees shall be notified of their rehiring, or restoration, at the last address on file with the fire department and/or the personnel department. any such employee shall forfeit his right to rehire or restoration if he does not report in writing his willingness to return to work to the Fire Chief within thirty (30) days after written notification of such right.

Section 4. Any officer who has been reduced in rank during his period of probation and any firefighter laid off during his probationary period as a result of a demotion-bumping process will be required to complete the stipulated period of probation if he is reappointed to his former rank or rehired as a firefighter.

ARTICLE XXI

Union Activity Protected

Except for the right to strike and to picket City property, or to withhold services which are hereby prohibited, all other Union activities are protected. Nothing shall abridge the right of any duly authorized officer and representative of the Union to present the views of the Union to the citizens on issues which affect the welfare of its members. The Union shall not contact members of the Common Council. City officials will not deal with the employees or Union members except through duly authorized representatives of the Union.

ARTICLE XXII

Fire Watch Duty

Whenever any private person or organization is required to or shall seek the services of employees of the Fire Department for fire watch duty, such work shall be rotated by the Chief of the Fire Department among those employees who volunteer for such work during their off-duty hours. The rate of pay for this work shall be one and one half times the regular hourly rate of the top step of the prevailing pay grade for the position worked with a minimum of four (4) hours pay per person, per assignment (effective upon the signing of this Agreement). Company strength shall not be reduced to provide fire watch services for any private person or organization. The rate of pay for the employee assigned to be in charge at said work shall be an additional one dollar (\$1) per hour per assignment.

ARTICLE XXIII

Extra Ambulance Duty

All ambulance calls or trips outside of the limits of the City of Danbury shall be handled by off-duty employees, provided that there shall be a minimum of two (2) employees assigned to each such call or trip, and further provided that each employee so assigned shall receive the top step of the prevailing pay grade in his classification with a minimum of four (4) hours per assignment for such work. If an employee is injured while performing such duty, he shall be covered under Article XIV-A.

ARTICLE XXIV

Classification

The Civil Service Board shall establish and maintain a classification plan and make allocations to the classes established thereunder for all positions covered by this Contract, provided, however, that such plan and allocation shall be subject to the grievance procedure provided for in Article VI, except that the Civil Service Board shall be substituted for the Mayor in Step B of such grievance procedure.

ARTICLE XXV

Probationary Period

To enable the Mayor to exercise sound discretion in the filling of Firefighter positions within the Fire Department, no appointment in such classification in the Fire Department shall

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be deemed final and permanent until after the expiration of a period of one (1) year probationary service. During the probationary period of any such employee, the Mayor may terminate the employment of such employee, if during this period, upon observation and consideration of his performance of duty, the Mayor shall deem him unfit for such appointment. Nothing contained herein shall be used to deny any employee of any rights or any benefits to which he may be entitled under the pension provisions covering employees of the Fire Department.

ARTICLE XXVI

Funeral Details

The Union agrees that all employees who are assigned by the Chief Engineer to funeral detail for active members of the Fire Department shall not receive any additional compensation for such service.

ARTICLE XXVII

Wages

The wages for all employees shall be as set forth in Appendix A, hereto.

ARTICLE XXVIII

Miscellaneous

Section 1. The Officer in charge shall apportion all work among subordinates as equitable as possible.

Section 2. With the exception of minor repairs, no employee shall be required to perform any work in the fire stations which is classified as building trades work.

ARTICLE XXIX

City's Prerogatives

Except as herein provided for, the City shall have the sole and exclusive right to determine all matters affecting the operation of the Department, including but not limited to the right to direct and control the firefighting force and other employees, the right to hire and make temporary transfers (other than on account of Union activity) for any cause which in the judgment of the Chief may affect the efficient operation of the Department, and the City's decision in all such matters shall not be subject to contest or review by the Union or any employee.

ARTICLE XXX

Military Leave

Employees who leave the department for military service not in excess of four (4) years, and who report back to the Fire Department for duty within ninety (90) days of the date of their discharge, shall be reinstated on a similar basis as that provided in the Universal Military Training Act, and they shall receive full credit for the length of their military service.

ARTICLE XXXI

Court Time

Section 1. Employees who may be required to attend Circuit or Superior Court or meet with court officials for Fire Department business during their off-duty hours, shall be paid by the City, in addition to any fees paid by the state, shall be paid the prevailing hourly rate (effective upon the signing of this Agreement) of pay for each hour, or portion thereof, so spent in court.

Section 2. There shall be a minimum of four (4) hours credit given for any appearance which involves four (4) hours or less.

Section 3. When appearances involve more than four (4) hours, the employee shall be credited with each hour or portion thereof rounded off to the nearest hour or half-hour.

Section 4. Employees who may be required to attend the Circuit or Superior Court or meet with court officials for City business only, shall be paid by the City a sum of money which, when added to any fees paid by the state, shall be equal to one (1) day of pay at his regular hourly rate.

Section 5. Time spent in court shall be recorded on such days that appearances are made in court on court letterhead, which shall be confirmed by the signature of a court official and recorded in the Fire Department payroll division.

ARTICLE XXXII

Longevity

Section 1. Each employee covered by this Contract shall receive after the tenth (10th) anniversary of his employment, an increase in his annual base salary of one hundred fifty dollars (\$150) per year; after the fifteenth (15th) anniversary of his employment, an additional increase in his annual salary of one hundred dollars (\$100) per year, for a total of two hundred and fifty dollars (\$250) per year; after the twentieth (20th) anniversary

of his employment, an additional increase in his annual salary of one hundred dollars (\$100) per year, for a total of three hundred fifty dollars (\$350).

(A) Such longevity payments are to be paid in one sum on the third payday following such employee's eligibility date.

ARTICLE XXXIII

Education Incentive Pay For Degree In Fire Technology

Any member who acquires the required number of credits, as provided for in the following chart, shall receive annually, and in addition to any other wages, the sum of money herinafter provided in the following chart:

| | |
|-------------------|----------|
| 15 Credits | \$100.00 |
| 30 Credits | 200.00 |
| 45 Credits | 300.00 |
| 60 Credits | 400.00 |
| Associate Degree | 600.00 |
| Bachelor's Degree | 800.00 |
| Master's Degree | 1,200.00 |

Such money shall be paid on or about the fifteenth (15th) of July annually.

ARTICLE XXXIV

Accumulated Time Payment

All accumulated time, as indicated by department records, shall be compensated for by cash payment for such accumulated time. Such payments shall be paid to any individual entitled thereto, within 60 days of the close of the fiscal year.

ARTICLE XXXV

Hazardous Material Unit

All hazardous material incidents shall be documented, listing all employees present at the incident and also list chemicals involved at the incident.

ARTICLE XXXVI

Continued Employment

Upon the effective date of this Agreement and during the life of said Agreement, no employee of the bargaining unit hired before July 1, 1979 shall be subject to layoff and shall continue to be employed by the Danbury Fire Department. The City and the Union acknowledge that this Article does not supersede or in no way affects the provisions of Article V of this Agreement.

ARTICLE XXXVII

PROMOTIONS

Section 1. Whenever a vacancy in a promotional position in the bargaining unit is created and an eligibility list is established, the Mayor shall, within sixty (60) days of the date the list is promulgated, appoint a person consistent with the rules and regulations of the Civil Service Commission.

Section 2. Whenever a vacancy in a promotional position in the bargaining unit is created and an eligibility list for the position does not exist, the Mayor, within one hundred twenty (120) days of the date on which such a vacancy is created, shall cause a competitive examination be administered in accordance with the provisions of Civil Service Regulations.

ARTICLE XXXVIII

Duration

With the exception of Appendix A - "New Wages 7/1/85 through 6/30/87" and Article XXXII - "Longevity" all agreed upon changes to the Contract contained in this successor agreement shall become effective on the date of its signing or upon the issuance of an arbitration award. The duration of the Contract shall extend from July 1, 1985 to June 30, 1987 as it applies to all items in the Contract. Either party wishing to terminate, amend or modify such Contract must do so by notifying the other party, in writing, no more than 180 days nor less than 150 days prior to such expiration date. Within 5 days of the receipt of such notification by either party, a conference shall be held between the City and the negotiating committee of the Union for the purpose of negotiating such amendment, modification or termination.

IN WITNESS WHEREOF, the parties have caused their names to be signed on this day of , 1986.

THE CITY OF DANBURY

James E. Dyer
Mayor James E. Dyer

Michael J. ...

DANBURY FIREFIGHTERS UNION

Louis P. DeMici
Louis P. DeMici, President

Louis Repko
Witness

December 30, 1986
Date

27

APPENDIX A

The salary rates in effect for the term of this Agreement shall be as follows:

New Wages - 7/1/85 - 6/30/87

| POSITION | STEP | 7/1/85 | 7/1/86 |
|--|------|---------------|---------------|
| | | to 6/30/86 | to 6/30/87 |
| Firefighter | 1 | 20,175 | 21,587 |
| | 2 | 21,353 | 22,848 |
| | 3 | 22,533 | 24,110 |
| | 4 | 23,714 | 25,374 |
| | 5 | 24,895 | 26,638 |
| Lieutenant & Disptacher | 1 | 25,969 | 27,787 |
| | 2 | 27,091 | 28,987 |
| | 3 | 28,269 | 30,248 |
| Captain & Mechanic | 1 | 30,074 | 32,179 |
| | 2 | 30,775 | 32,929 |
| Shift Commander | 1 | 34,098 | 36,485 |
| Fire Marshal & Drillmaster | 1 | 32,697 | 34,986 |
| | 2 | 34,098 | 36,485 |
| Fire Inspector | 1 | 26,603 | 28,465 |
| | 2 | 27,722 | 29,663 |
| | 3 | 28,902 | 30,925 |
| Ambulance Supervisor Supervisory Dispatcher | 1 | 30,775 | 32,929 |

Note 1. Each employee who has less than one (1) year of service in his classification shall be paid at Step 1 of the salary range of his classification. Each Fire Lieutenant, Fire Inspector, Dispatcher, Fire Captain, Apparatus Mechanic, Drillmaster and Fire Marshal who has one (1) or more years of service in his classification and each Firefighter who has one (1) but less than two (2) years of service and has satisfactorily completed the required training, shall be paid at Step 2 of the salary range of his classification.

Each Firefighter who has two (2) but less than three (3) years of service and has satisfactorily completed the required training, shall be paid at Step 3 of the salary range of his classification.

Each Firefighter who has three (3) but less than four (4) years of service and has satisfactorily completed the required training shall be paid at Step 4 of the salary range of his classification.

Each Firefighter who has four (4) or more years of service shall be paid at Step 5 of the salary range of his classification.

Whenever any employee is promoted, he shall be paid at the step in his new salary range which is next higher to the pay rate he was receiving immediately prior to his promotion.

Note 2. The most senior Firefighter who applies for the assignment to perform Superintendent of Fire Alarm's duties, and who, in the judgment of the Fire Chief is qualified to perform the work, shall be given this assignment. The employee so assigned to perform such Superintendent of Fire Alarm duties shall receive an additional \$312 per year. If the Firefighter who receives this assignment is subsequently promoted, he may continue to perform such Superintendent of Fire Alarm duties, and he shall continue to receive said additional \$312 per year. If it is anticipated that any employee, so assigned, will be performing Superintendent of Fire Alarm duties for a full day, and he is otherwise scheduled to be working at the fire house, he shall be considered to be off duty for manpower purposes under Article VIII of this Contract.

Note 3. Any employee regularly assigned to perform ambulance duty shall receive an additional \$312 per year.

Note 4. The City shall pay one-half (1/2) of the cost of the Blue Cross Connecticut Medical Service coverage which is in effect at the time of retirement for any employee and his enrolled dependents, excluding any maternity riders, who thereafter retire.

Note 5. The City shall pay the cost of Blue Cross and Major Medical coverage as defined in Article XVIII of this Agreement for any employee and his enrolled dependents who retires after the signing of this Agreement in accordance with the provisions of Section 241 or Section 14-31 of the Fireman's Pension Funds. In addition, the City shall pay 100% of the cost of the above mentioned insurance in effect at the time of retirement for any employee and his enrolled dependents who is required to retire as the result of a job incurred injury. These benefits are provided by the City in consideration for the elimination of CMS 96 coverage.

Note 6. Effective for the fiscal year beginning July 1, 1980, any employee who maintains an E.M.T. certification shall receive an additional \$200 per year, payable on or about the 15th of July for each fiscal year in which the employee remains available for assignment as an E.M.T.

Note 7. Amend Section 236(b) and Section 14-26(b), effective January 1, 1984, employees contribution shall be 5%.



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

DEPARTMENT
OF FINANCE

January 7, 1987

TO: Common Council via Certification #24
Mayor James E. Dyer

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

Per Common Council approval on 1/6/87 we hereby certify the availability of \$50,000.00 to be transferred from the General Fund fund balance account to the Public Buildings Maintenance and Repair Account for maintenance of buildings and structures, account #02-03-116-031000.

| | |
|------------------------------|-----------------------|
| Balance of G.F. Fund Balance | \$3,072,650.00 |
| Less pending requests | 167,298.90 |
| Less this request | 50,000.00 |
| Balance | <u>\$2,855,351.10</u> |

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

DAS/af

Note: Above request for funds approved by Common Council on 1/6/87 pending this certification.



CITY OF DANBURY
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

PUBLIC WORKS
(203) 797-4537

BASIL J. FRISCIA
DIRECTOR OF PUBLIC WORKS

Agenda
28

December 29, 1986

TO: MAYOR JAMES E. DYER AND MEMBERS OF THE COMMON COUNCIL
FROM: B.J. FRISCIA, DIRECTOR OF PUBLIC WORKS *BJF*
RE: ROOF REPAIRS--PEMBROKE SCHOOL

The attached letter from Robert Winkelstern describes a situation that requires immediate attention.

I am requesting that \$50,000.00 be made available from the Contingency Account to cover the cost of the needed roof repairs.

Placing this request and approval on the January 6th Common Council Agenda will be sincerely appreciated.

enc.

cc: Dom Setaro
R. Winkelstern

Weld
12/30/86



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

Department of Public Buildings
797-4584

Robert W. Winkelstern
Superintendent of Public Buildings

December 18, 1986

TO: Basil Friscia, Director of Public Works

FROM: R.W. Winkelstern, Superintendent of Public Buildings

SUBJECT: Roof Repairs - Pembroke School.

Transmitted herewith is my specification for the re-roofing of the defective roof at Pembroke School, along with recommendations from our Corporation Council and estimates.

As we have discussed previously, the roof at Pembroke School over the gym and cafeteria has failed totally. The Contractor has defaulted on his work, the manufacturer of the roofing material gone into bankruptcy, and our bond deemed worthless for the surety has also gone into bankruptcy. Consequently, we have a leaking roof and no recourse on the original contract.

Upon recommendation of Counsel, I have prepared specifications for the re-roofing of the defective area. Counsel indicates that it is incumbent upon us to mitigate all damages and have the work performed as soon as possible. Currently, the roof leaks into the gymnasium and we are exposed to possible injury suit if someone were to slip and fall, as well as deterioration of the roof deck.

It is not possible to fund this out of current operating funds. My estimate of \$50,000.00 is based upon the low quote of \$45,500.00 plus expenses related to contract work such as bond, insurance, etc. Current printout (11/30/86) shows only \$58,877.00 in the 02-03-116-031000 account. Those funds are currently needed to keep day-to-day operations functioning.

Therefore, I request that you make an immediate plea to the Council for funds in the amount of \$50,000.00 to have this work performed. Corporation Counsel indicated that any recovery we get from litigation would be returned to the Council. Such litigation is most likely years down the road and we cannot wait that long.

28
RECEIVED
DEC 19 1986



28

CITY OF DANBURY

THEODORE H. GOLDSTEIN
CORPORATION COUNSEL
ERIC L. GOTTSCHALK
LASZLO L. PINTER
SANDRA V. LEHENY
LAWRENCE M. RIEFBERG
ASSISTANT CORPORATION
COUNSEL

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

PLEASE REPLY TO:
155 Deer Hill Avenue
DANBURY, CT 06810

December 4, 1986

MEMO TO: Robert W. Winkelstern, Superintendent of Public Buildings
FROM: Laszlo L. Pinter, Assistant Corporation Counsel
RE: Roof Repairs at Pembroke School Cafeteria Wing

This will advise you that any action undertaken to repair damage to the Pembroke School roof caused by either the negligence or default of the previous contractor is action taken to mitigate further damage to the roof. This repair is required out of necessity to forestall what would necessarily be deteriorating conditions.

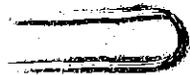
Any agreement with the selected contractor will be considered an entirely separate contractual arrangement from that of the previous contractor. This action is required due to the specific failure of Anchor Coatings, Incorporated to properly comply with the terms of its contract due to its entry into bankruptcy proceedings and subsequent negation of its warranty.

Let me know if you have any further questions on this.



LLP

LLP:cr



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28

CITY OF DANBURY
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

PUBLIC WORKS
(203) 797-4537

BASIL J. FRISCIA
DIRECTOR OF PUBLIC WORKS

December 29, 1986

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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

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THEODORE H. GOLDSTEIN
CORPORATION COUNSEL
ERIC L. GOTTSCHALK
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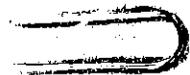
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LLP

LLP:cr



+



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

Department of Public Buildings
797-4584

Robert W. Winkelstern
Superintendent of Public Buildings

December 18, 1986

TO: Basil Friscia, Director of Public Works

FROM: R.W. Winkelstern, Superintendent of Public Buildings

SUBJECT: Roof Repairs - Pembroke School.

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Therefore, I request that you make an immediate plea to the Council for funds in the amount of \$50,000.00 to have this work performed. Corporation Counsel indicated that any recovery we get from litigation would be returned to the Council. Such litigation is most likely years down the road and we cannot wait that long.

28

RECEIVED
DEC 19 1986

06-129



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

JAMES E. DYER
MAYOR

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

FROM: Mayor James E. Dyer *J.E.D.*

RE: Moratorium on Sewer and Water Extensions
to Neighboring Towns

DATE: August 1, 1986

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

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

I hereby request an extension of this on the Town '87 Agenda. J.D. 12-30-86



GOODFELLOW-ASHMORE AGENCY, INC. / Real Estate Since 1934

(203) 744-7000

54 Main St., P.O. Box 617, Danbury, CT 06810-0617

December 4, 1986

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

Dear Mayor Dyer:

Goodfellow-Ashmore Agency, Inc., represents U.S. Realty & Trust Company, owners of the Sears Roebuck and Company building on Main Street in Danbury.

We would like to enter into negotiations for the lease of the Main Street Sears building to the City as an office building, if you think the City could take advantage of this opportunity.

Should you be interested, please feel free to contact me or have your designated representatives contact me.

Sincerely yours,

GOODFELLOW-ASHMORE AGENCY, INC.

Harold Garofalo
Harold Garofalo

HG:bc

Individual Membership
Society of Industrial
Realtors





Planned Parenthood®
of Connecticut, Inc.

31

Margaret Stroock Center
44 Main Street
Danbury, Connecticut 06810
203 743-2446

The Common Council
c/o City Clerk's Office
Danbury City Hall
Deer Hill Ave.
Danbury, Ct. 06810

December 26, 1986

Dear Members:

I am writing regarding the new Danbury Fire Ordinance. It has come to my attention that non-profit agencies may be exempt from the fee mandated in the ordinance. As the Site Manager of the Margaret Stroock Center, Planned Parenthood Clinic in Danbury, I am petitioning for an exemption from these fees. I am basing this request on Planned Parenthood of Ct., Inc's. non-profit, tax-exempt status.

Enclosed please find a copy of our IRS form verifying our non-profit, tax-exempt status.

Thank you for your attention to this matter. Please feel free to contact me at the clinic with any questions.

Sincerely,

A handwritten signature in cursive script that reads "Karla W. Bernstein". The signature is written in dark ink and is positioned above the typed name.

Karla W. Bernstein
Site Manager/Regional Manager

cc: S.B. Wood

Internal Revenue Service

Department of the Treasury

District
Director

P.O. Box 1680, GPO Brooklyn, N.Y. 11202

Date: APR 14 1986

Planned Parenthood League Of
Connecticut Inc.
129 Whitney Avenue
New Haven, CT 06510

Dear Taxpayer:

Form Number: 990
Period(s) Ended: 8312

X

We are pleased to tell you that as a result of our examination for the above period(s) we will continue to recognize your organization as tax-exempt.

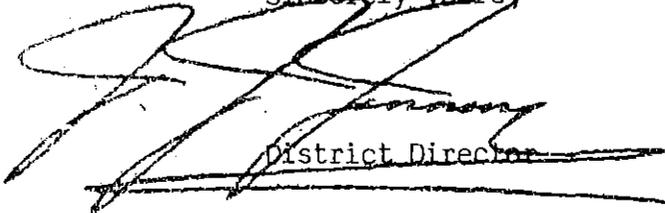
We have indicated below whether there is a change in your liability for the unrelated business income tax as provided by sections 511 through 515 of the Internal Revenue Code.

X There is no change.

-- You will receive an examination report explaining the proposed adjustments.

Thank you for your cooperation.

Sincerely yours



District Director

cc: M. Howard Pell
Pannell Kerr Forster
420 Lexington Avenue
New York, N.Y. 10170



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

REPORT

January 6, 1987

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

Re: Downtown Redevelopment Project

The Common Council Committee appointed to review the Downtown Redevelopment Project met on December 29, 1986 at 7:30 P.M. in Room 432 in City Hall. Committee Members Gallo and Torian were present. Mr. Farah was on vacation. Other Council Members present were Constance McManus, Beverly Johnson, John Esposito, Louis Charles, Gene Eriquez, Ernest Boynton, Joseph DaSilva, Stephen Flanagan, Philip Hadley and Nicholas Zotos. Also present were Philip Capozzi, Administrative Aide to the Mayor, Jack Sullivan of the Redevelopment Agency, Planning Director Len Sedney, Jerry Juretus and Attorney for the Redevelopment Agency James Maloney.

Many of our colleagues feel this should be an ongoing committee but the purpose of this committee is to examine the current status of the project and the report back to the Common Council as soon as feasible. We feel this report answers the request of Councilman Flanagan. The Committee does recommend a liaison committee or person from the Common Council be appointed to keep the Council abreast of the Redevelopment Project.

The meeting lasted two hours and yielded 9 pages of typed minutes which are attached. Also attached are the sequence of events from Council approval (6/3/86) to present and the steps required prior to transfer of title to Errichetti Associates. We are also including the minutes of the meetings between the Redevelopment Agency and the Council of the Whole (May 7th and May 15th).

The following questions were asked in committee, some were answered during the meeting and some the committee was able to find the answers for over the following few days:

1. Has the Agency considered hiring a full-time project supervisor?

ANSWER: The Agency is now using Mr. Soares of Purcell Associates, on a once a week basis. The Agency contract with Purcell Associates specifies that the Agency can have them on-call five days a week if necessary.

2. Do they have a building permit at this time?

ANSWER: No. They have not built anything yet. They do have a grading permit, a zoning permit, and have submitted their plans to building inspector Leo Null.

3. Would any of you gentlemen venture a tentative time table for 1987?

ANSWER: As a guess, the foundation will be poured sometime in April which would mean that you would have a closing before then.

4. Why didn't the rentals stay rentals and not Condominiums? This same question was asked on May 7th in committee.

ANSWER: The apartments will not necessarily stay rentals. Master actuary states Condominiums, so they could actually be condominiums right off the bat.

5. Why was Errichetti allowed to escavate without a transfer of title?

ANSWER: Common practice to allow early entry to the property. The Redevelopment Agency has the authority to allow this, its a judgement for the Authority to make.

6. Errichetti has a grading permit, does he have a blasting permit?

ANSWER: Yes, he does.

7. What about fill sold to the Public Works Department?

ANSWER: The City only paid for transporting the fill. The City paid \$43,220.

8. What about taxes on project?

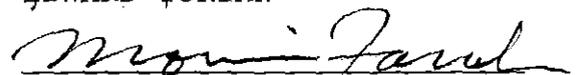
ANSWER: Mr. Errichetti has agreed to pay approximately \$788.18 per month retroactive to when he entered onto property in August. Keep in mind he doesn't have to pay the taxes as he does not own the property.

The committee hopes this report and the attached information will quell the many rumors and misunderstandings surrounding the project.

Respectfully submitted,


BERNARD GALLO, Chairman


EDWARD TORIAN


MOUNIR FARAH

Present:

Council Committee: Bernard Gallo Chairperson, Edward Torian. (Mounir Farah on vacation.

Council Members: Constance McManus, Beverly Johnson, John Esposito, Lou Charles, Gene Eriquez, Steve Flanagan, Ernest Boynton *DASILVA, HAOLEY, & ZORIS*

Agency: Jack Sullivan, Len Sedney, Jerry Juretus, James Maloney

Other: Phil Capozzi, Mayor's aide

Gallo: Called to order.

Jack Sullivan deferred to Len Sedney:

Len: "In June of 1986 Council approved transfer of land to Errichetti. A year earlier Master Agreement was signed. After council approval all studies had to be up-dated. Received same in July and forwarded to our consultants for review. This accomplished in late July. At this time developer requested permission to enter site to begin excavation work. This was allowed to expedite project. Agency received insurance certificate from developer and hold-harmless agreement. Early August developer entered site and began excavation. Early in September developer requested change in company name. Agency met, discussed same and denied request to avoid any problems.

During excavation work problems arose as to where to store fill. Health dept. tested fill and found it was of high quality and as city would eventually require same, it was transported to the city land fill. Fill required by developer stored on Liberty St. next to church and on site between gas ball as parcel survey determined this parcel large enough to hold fill.

Early October Developer requested change in plans on Phase I for elimination of lower level parking under apartments, due to the discovery of adverse soil and water conditions much worse than what was determined from test borings. Developer requested to replace lower parking level with free standing parking garage with pedestrian walk way. Number of required parking units would remain the same. Agency approved request and plans had to be re-drafted.

Financial statements were finally received approved by Agency and required Developer's Notice of Public Disclosure and Financial Responsibility was published in November.

Agency has appraisal on entire area for \$585,000, in Dec. Agency authorized approval to perform appraisal of Phase I area. When completed appraisal must be reviewed by our consultants. This appraisal in being done at the present time and we cannot have a closing on Phase I until we have determined price of same. Agency still has to obtain legal description for air rights over Phase I. All permits have to be obtained by the developer. Phase I Agreement cannot be executed until all approvals and permits are received. Once all this is accomplished the Agency has 6 months to close on Phase I. This same procedure must be followed for all of the phases. All these required steps, approvals, etc. plus the adverse site conditons necessitating the change in plans have contributed to the delay, not the fact that the Agency has had a part-time director.

A survey was made of other Agencies in the state, and the majority have at one time or another, allowed the developer to begin site work prior to taking title to the land."

Bernie to Jerry Juretus- "Anything to add at this time?"

Jerry - "No Len has covered everything at this point".

Jack Sullivan- "When original financial and market studies were received from developer they were forwarded to Lewis Bolan, Agency consultant, for comment and review. Mr. Bolan made several criticisms and these were forwarded to the developer.

Shortly after this the developer made the decision to switch from apartments to condos. This resulted in having to re-work financial studies. All this was time consuming but the Agency approved same as the original desire of the Agency was for condos on Phase I not apartments. Mr. Bolan feels that this change has greatly strengthened the project and has made it more attractive for investors.

When the Agency have the developer permission to enter onto the site an on-site engineer, William Soares, of Purcell Associates (Agency consulting engineers) was hired as on-site engineer, to inspect the site and site work on a weekly basis and issue weekly reports to the Agency. Mr. Soares has been most helpful and is continuing to monitor the site on a weekly basis and issue a report."

Bernie- "Any questions?"

Ernie- "For a project this size has the Agency considered hiring a full time project supervisor?"

Jack- "For now the Agency is utilizing Mr. Soares on a weekly basis. As the project progresses the Agency will look into hiring a full time project supervisor".

Ernie- "I would suggest that you look into this immediately as a project this size warrants a full-time, qualified on-site supervisor to make sure any changes Errichetti requests are legitimate. Unless you have a permanent on-site supervisor you will continue to run into problems."

Len- "Purcell Associates was hired several years ago by the Agency to act as engineering consultants and review the developers plans. At this stage of the project, when only excavation is being done, the Agency feels that a once a week site inspection is sufficient. The Agency contract with Purcell specifies that the Agency can have them on-call five days a week if necessary. Do you mean we should actually hire someone as supervisor?"

Ernie- "I think you need someone there five days a week from 7 AM to closing. Is there a building permit at this time?"

Len- "No"

Ernie- "Is it common practice for anyone to start building without a permit?"

Len- "Yes, it happens all the time".

Ernie- "Is it legal".

Len - "Yes".

Ernie- You mean I can come in and start building and not get a permit for 6 months?"

Len- "They haven't built a thing yet".

Ernie- "They have started the project. They have excavated."

Len- "They have a grading permit, a zoning permit and have submitted their plans to building inspector Leo Null. Final plans have not been approved as once they are the developer will be required to obtain a sewer and water permit and these fees will be approximately \$200,000. The developer is not willing to incur these costs until he owns the land".

Ernie- "He should own the land. Are we going to give title in February?"

Len- "I don't know.

Ernie- "I'm only going by what I read in the paper".

Len- "I don't write the paper".

Ernie- "I don't get any information other than what I read in the paper so I'm asking right now, when are we transferring title?.

Len- "I can't answer that. There are a variety of steps to be followed one of which is to get the required appraisals. What if we don't have the appraisals by Feb."

Ernie- "Why don't we stop the project? Personally I wish we had not dug the hole until we had transferred the property 100%. When I voted for this project back in June, I was under the impression that within 90 days we were going to transfer title to the property to Errichetti. Now you tell me that you are going to sell the property in pieces. You have 7 acres of land, why don't you just take the total price and divide it by 7, that eliminates the reports you just mentioned."

Len- "I wish we could. We have to abide by the Master Agreement which says we have to have two appraisals and a review appraisal. We're not going to transfer title to 7 acres for \$585,000 we are going to get the portion of the \$585,000 that the appraisal says for Phase I and when Phase II comes along we will have to do the same thing."

Ernie- "Can we get a figure on what all these appraisals are costing?"

? Bernie- "We can get the information. It was never the intent to transfer the 7 acres at one time for \$585,000."

Ernie- "I was under the wrong impression."

Bernie- "Then to continue of what Ernie was saying, then four transfers for 7 acres?"

Len- "Yes".

_____ "Is that going to be 3 appraisals per transfer"?

Len- "Yes, two appraisals and one review appraisal. 3 for each Phase".

Connie- "What Section in Master Agreement? Would it be Sec. 19 P on page 40?"

Len- "Mine is Sec. 19 on page 41, Price Per Phase. We may have slightly different copies".

Jerry- "and it refers to a Sec. E 3 which specifies 3 appraisals".

Connie- " - - - - - Why don't we just divide 7 acres into \$585,000.

Len- " The Invitation to Bid says two appraisals and one review appraisal".

Jim Maloney-"The appraisals are re-use appraisals. The purpose for setting the total price of the land is to set a price that takes into account the best benefits that the developer gets for taking title and the risks that he gets for taking title with restrictions. In this case, the major restriction in all four phases is to build a great number of parking spaces. If you were to put the land on the market as raw land with no restrictions, you would get just one price, but if you put the land on the market with the restriction that you have to build a 2,000 parking garage you would get a much different price. So we're not talking about an appraisal in the sense of getting a house appraised but of what the land is worth under specific use and each of the phases has a different use and a different mix of benefits and burdens. Phase II for example has tremendous benefits from a developer's point of view. It's residential and the parking required takes care of the parking required for Phase II. Phase I is a more burdened Phase. He gets the benefits of building a set number of units but has the burden of building more parking space that he would otherwise have to build under the zoning code. Re-use appraisals weigh the benefits and the burdens of each of the Phases.

Connie-"-----"

Jim- "Yes, that's right, when you get to the 4th Phase it's merely a balance number".

Ernie- " We approved the total price of \$585,000, do we have to approve the price of each transfer?"

- - - - "No".

Ernie- " Why not".

Len- "The Agreement you approved states what action the Council has to take".

Ernie- "Back in June we understood that the total transfer was to take place in 90 days".

Len- "Why did you understand that. If you did, you were wrong".

Ernie- "We went by what we were told and did not have an attorney look at the document. Maybe that is the mistake we made. I thought we were to get the final plans and the developer obtain the building permits within the 90 days. We should be well into the project."

Len- " Council received a boiled down synopsis:

Page 1. Upon completion of it re-evaluation the Master Plan will be returned to the Common Council for its review and approval prior to the transfer of any additional phases.

Ernie- " I understood, at the time, that we were approving the entire project and you were going to be coming back to us the project progressed and as each stage was to come on, not to approve each one. We approved it all up front with certain conditions that we all understood. I shouldn't use the word we, I should use the word I understood. Maybe I was all wet. The next time we get a project like this I will get some expertise on the Council's part.

Bernie- "Any further questions by anyone?"

Steve- "If the developer hadn't run into the water and ledge how far would he have expected to go before shutting down for the winter?"

Len- " There is work you can do in the winter but due to the building boom and the limited number of contractors in the state, it is difficult to get a contractor to do this work. Our intent at the time was to get to the point where foundations could be set, the property could be transferred, which would mean that a building permit could be obtained, and work could continue through the winter"?

Jack- "That was our original intent and the closing would have already occurred. We were trying to get there but didn't due to things that came up".

Steve-" It was the soil and water conditions that brought the house down".

Jack-"The house is not down, it is delayed. The soil and water conditions delayed the project but also the studies has to be updated due to the change to condos. A lot of things contributed to the delay. The test borings are an inexact science. Couldn't finish working drawings until he knew what was there. The Agency is obligated to uphold the Master Agreement approve by the Council, and that Errichetti does the things necessary for the closing when the time comes. From what I can understand from Bill Soares the developer is ready to pour the foundation now. At least the site is prepared and ready for work to begin in the Spring. Hopefully we will have a closing by then.

Jim- "Let's everyone be clearer:

1. The reason that the building permit and the final plans are the key to the lock because they are in effect the conditions on which the title is being transferred. We say to the developer, whoever it is, when we give you the deed, we are giving you this property with the conditions that you must build these improvements "specifically" and that's why the deed is related to the actual building plans with a building permit.

2. The predevelopment Master Agreement was reviewed by the Corporation Counsel and the executed copy is signed by the corporation counsel as to being correct as to content and form.

Steve- "If I may finish, would any of you gentlemen venture even a tentative timetable for 1987"?

Jack- "As a guess, the foundation will be poured sometime in April which would mean that you would have a closing before then".

Steve- "Just a comment. I think that the things that have been discussed tonight and in the press could be discussed in a much better form, that is, in a type of a regular press release or whatever you gentlemen want to call it, to the public from the Agency, from the administration and from you Jerry in your position now as overseer. A big source of the problem we both run into is misinformation. Even just a project report issued regularly and at the same time this would keep an eye on the project."

Jack- " I completely agree with you. Prior to the vote in June our Agency tried to keep the Council Liaison committee informed and up to date on what was happening. We all are in this together. We have selected Errichetti and want to see the project completed. WE have the Master Agreement which we are adhering to. I think you would have been disappointed if we had turned

this land over to Mr. Errichetti without having definite plans and then he just sits on it."

Joe- "I was given assurance that mixed use was most important and that there would be apartments and not condos, that there were all kinds of incentives that they would stay apartments. What happened?"

Len- "According to them, they went to their financial people and they said they will not invest in an apartment project. If we say, you must invest in an apartment project, even though the Agency originally wanted condos, then what do you do? You have one choice, you tell Errchetti to get out and start over."

Ernie- " Did he prove that no bank would back an apartment project? I don't believe that."

Len - "No he did not".

Ernie- "I can't believe the statement in the paper that the Agency wanted condos right along. We were assured in June, if my memory serves me correct, that the mixed use including apartments would be up held."

Jack - "The mixed use referred to office, condos and apartments".

Ernie-"We were assured that the integrity of the mixed-use would be up-held. Next thing we know, before a brick is layed, it has been changed from apartments to condos and that condos have been preferred all along. I don't understand that."

Jim- "I'm not sure of the conversation you make reference to but the minimum development, which is all that Errichetti has to build, is 110,000 sq. ft. of office spaces, 6,500 sq. ft. of retail space, 165,000 sq. ft. of market rate residential condos."

Ernie- " The original plans, so many apartment, so many condos. Is that not correct?" I know there cannot be definite assurance built into the agreement but at the time we were assured verbally that this would be so."

Len- " I don't think that the document that was presented to you was a definite indication of what was to definitely be built."

Ernie- " Mr. Errichetti stood up and assured us of apartments".

Len- "The up-dated market studies showed condos to be more desireable."

Ernie- " Why wasn't the other bidder given the opportunity to change as well?"

Mr. Boynton continued on about the change and at this point the tape ends.

Ernie: Developer not owning property, we're leaving a door open for him not to finish project. How are we going to lock him in. Any \$ penalty if developer backs out? Again asked for time frame. Pin developer down.

Jerry: Studies ^{etc.} all things stated previously have been accomplished.* No monetary penalty but Agreement states if at anytime we are not satisfied with Errichetti we can break the Agreement. Can only ask for monetary penalty if we amend the agreement.

A construction manager at this point would not have made any difference. He would also have to follow agreement which is exactly what Agency is doing.

Len- We ^{have} all the expertise at our fingertips to expertly run the project.

Jack - Can send figure spent for experts etc. to Ernie along with cost of appraisals.

Connie - Errrichetti has grading permit, does he have blasting permit.

Len - I don't know.

Connie- Project would have been further along if Errichetti were locked in more. Why has needed appraisals taken so long. Why was early entry onto site never discussed with Council or why wasn't council informed. It's amazing this never was. IFB states property should be graded to street level not left a gaping hole. Master Agreement states that developer cannot enter onto property until all permits, approvals, etc. have been received. All Steps (6) must be taken first. "Council was mis lead".

Jim - Early on, when agreement etc. was given to Council, Agency had "no idea" that developer would eventually ask for early entry onto site until we received his request in the June-July period. This was the first anyone knew of it. Letter stating he wanted to put up fencing and begin grading. We are not disregarding anything stated in the documents given to Council. We are right in the middle of Step #6, and it has taken longer than originally anticipated. We have not given into the developer, in fact, it was his request for a change to a limited partnership, ~~xxxxxxxxxxxx~~ that we denied, that caused most of the delay. We had to review same etc., then after denial by us he had to re-submit financial statements, etc. which subsequently had to be reviewed and approved before Notice of Disclosure could be published. Appraisals cannot be done until you are reasonable certain of what the final plans will be and the change to condos resulted in a change in the plans.

Connie- I'm talking about letting him on the property. Again, what Council was told and read.

Jim- Not illegal to allow him on site. Common practice. Agency has the authority to do so. A Judgement for Agency to make.

Ernie - Requested copies of minutes, letters from developer, from Agency to developer, from administration to Agency etc.

*We are into Step. #6.

so Council can update and become totally familiar with project.

Jerry- Copies of everything would take all the Agency's time. Information is there for anyone who wants to come into the office and look at it.

Ernie - I'll come into the office in morning.

~~Phil~~ - -- What is point of committee. What is committee trying to get at. Are there people who are trying to get project stopped.

Bernie - Request from Flanagan to form ad hoc committee to meet with Agency and report back to Council to quell rumors and un-reliable information.

Len - Errichetti may come back on site and resume work still prior to closing.

Ernie - Happy to see him back on site. Worried because of rumors that due to problems he was going to walk off site. Feels council has been ignored. Not blaming Agency.

Jack - Thus far there has been no conduit to Council. Would Ernie like to join board we ~~we~~ have two vacancies.

Bernie - With reference to dirt all city paid for was transporting to land fill. Saved \$43,220 by accepting dirt and transporting it. Will have letter that it is qualified to be used as fill.

Len - Being kept at public works not land fill as that part of land fill for which it is needed is not ready to be closed yet. In the way of land fill operations if stored there.

Jack - Fill for Errichetti is stored in the project area. Errichetti doesn't want transported fill back on site.

Bernie -What about taxes on project area, per letter on hand.

Len - Land has been assessed etc. and Errichetti has agreed to pay taxes in whatever form city wants. (To Agency, to city as gift etc) Will be retroactive to when he entered onto property in August.

Connie- Thinks money would have to come to city (in lieu of taxes), into general fund.

Len- Willing to pay this money retroactive from August and until land transfer at which time they will begin to pay taxes.

Jim - Only on site activity that can be done at this time, is what does not require a building permit. Building permit is the key to the project and any prior work is anticipatory to the actual project. When you need a building permit, then you also need title to the land.

Connie -(Do they have blasting permit.) As no one knew, she said that she feels Agency needs full time director.

----- Wood presently on site not part of foundation. Strictly used as shoring to hold back dirt.

Steve - Why weren't city trucks used

Len- Yes. Using ten trucks a day for at least 1½ months. That kind of manpower not available from city. Figures from Dom Setaro concern fill for land fill. Fill was also used for Jackson-Hanson property. Demolition bid stated fill would be \$40,000, demo work \$30,000. Rejected fill part of bid and used fill from the project area. Again, a savings to the city.

Ernie - Agreement states that developer simultaneously with Agreement deliver good faith deposit with the Agency.

Jerry - This refers to Phase Agreement which we have not completed yet.

Ernie - What kind of accounting set up for this project.

Jack - Have annual budget, have contingency accounts for construction in same, and also consultants accounts that we draw from. Get monthly accounting of same. At this time I cannot give you a total of what has been spent on legal fees, consultants etc. City itself has not spent anything on the project thus far. Agency operates on budget from the Block Grant annual allocation.

Len - Explained payment process and drawing down money from Community Block Grant.

Jack - Anyone can come to office and look in records to see just what has been spent for consultants, legal, etc. We have an accounting set up and are audited each year. Make a list of questions as to expenditures, accounting etc. and submit same to Agency and we will ~~and meet with him~~ get figures and meet with you.

Steve - Intent of meeting, get reliable info. Any council criticism has been taken as being against the project. Council approved project and we are all in this together and want to see project built. Criticisms are not motivated by politics and are not anti project.

Capozzi- As aide to Mayor I have not received one call requesting info about the Errichetti project.

Connie - Wrote letter to Mayor and expected response from Mayor not Jack.

Others have also asked questions.

Len - Mayor doesn't have answers. Agency is there to answer any questions.

(At this point went on and on about questions and who should respond etc.)

Jack- Take project seriously and will do everything in our power to carry out the trust council has placed in us.

- --- -- Maybe regular status reports that Steve mentioned earlier would quell the mis information etc.

Adjourned.

Minutes

May 15, 1986 7³⁰

Present - Mc Manus, Sallo, Esposito, Da Silva, Boddy
 Excused - Torian

Also Present - Keith Colgan, Jim Maloney, Ward
 Mazzyucco, Scott Ziegler, Boyd Loeel,
 Jack Sullivan

Request to acquire Jackson Hanson Bldg - Colgan
 says they are negotiating for an easement - diff
 in agreeing locating an easement - would
 like committee to delay consideration until
 such time as negotiations are complete.

Enrichetti Proposal -

J Da Silva - no way to assure that rental
 properties remain as rentals - correct?

- is ballpark figure 35 M? Colgan
 says more reasonable figure is 47,000,000
 Phase I is ~~over~~ close to 20,000,000 because
 of parking garage. Phase I + II will cost
 35,000,000.

Da Silva - what assurance does city have
 that ~~devel~~ developer doesn't build Phase I + II
 & then run.

Ziegler - there are definite tax disadvantages
 to running out.

Colgan - we have performance bonds &
 will continue to hold land, the parking
 spaces are being ~~held~~ ^{built} in advance. (1/2 million)

Marzucco - the parking garage will be a big drain on the project for the first few years - so it cuts into profits. The office & retail space will be very valuable - they want assurance that city doesn't back out. The city can always take back everything during construction. Mr. Ballo feels that this would cover us well enough.

Mr. Logan stated that things ~~may~~ may change (interest rates, market etc) before Phase III & IV & Redevel. may at that time request the Council to readjust.

R. Bodfrey stated that there are many safety factors built in.

Mr. Maloney pointed out the stipulations in the Master Agreement which necessitate a return to Council.

Bodfrey - are there govt subsidies?

Logan Ziegler - they are looking at many different types of financing - with interest rates coming down C+FA is unattractive but C+FA is not subsidized. Should C+FA loan allow make up of apt - Ziegler - no Median income is \$10,000 80% is 32,000. 20% of units would be \$800 or less - they are planning 650+.

final munic project &
balls moved to rec approval of phase I
disposition of Parcel A
+ adoption of resolution and Exposito
all subject to Redevelopment Master Agreement

Vote - yes balls, Exposito, Bodfrey.
Pass Abstain - La Silva

balls move to adjourn, 2nd Exposito
All in favor favor. 8¹⁵ PM.

May 7, 1986

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Meeting called to order at 8:05 by C. McManus.

J. Sullivan--Chairman of Redevelopment Agency

Once council votes to sell parcel to Errichetti Assoc., will proceed and return to council to discuss in further detail the site plan. Exceeded master requirements and assures that highest standards will be maintained throughout project.

C. Errichetti:

Thanks council for invitation to bid and says his father will meet with council concerning any questions they may have.

Keith Colgan--Redevelopment Agency Director:

Submitting legal letter stating that agency has met requirements of master agreement, requests that downtown parcel be transferred to developer.

Four of six steps have been successfully completed. Fifth step is to meet with Common Council, sixth is final drawings and specs.

August groundbreaking is anticipated. Overall cost of project is estimated at \$35 million.

Phase I:

179 market rate apartments (143 1 bedrooms, 32 2 bedrooms, 4 3 bedrooms), 7098 sq. ft. of retail space, 629 parking spaces. (618 spaces were required).

Phase II:

Located on southside of Liberty St. Zoning requirements for parking is 301, providing 350 parking spaces.

Phase III:

Some additional retail space, office space, 527 parking spaces.

Phase IV:

281 parking spaces are required, 281 provided.

Facades of buildings are recessed to add depth. Have incorporated different types of architectural designs, try to work with heights of existing buildings in the area. Try to provide as much green areas as possible with courtyards.

Post office street will be continued down through project, providing pedestrian link.

If acquired additional property on Main St., would provide good break through to Main St. Phase I is designed to go with or without additional land.

J. Butera: Referring to underground parking, is the developer aware of quicksand all along Main St. area?

Structured parking underground, 20' down. Feel confident that this will not present a problem, much of the redevelopment land is bedrock or silt.

D. Sollose: How long will it take to complete the project?

Approximately 5 years to complete. 18 months to finish Phase I.

D. Sollose: How will security be handled? Will security guards be walking through buildings and in the area?

There will be electronically controlled access to buildings, and a similar system like this for pedestrian walkway. If the need for security guards walking around the area arises, they will look into it at that time.

P. Hadley: Any provisions for parking spaces that are going to be utilized during construction phases?

No, but confident that it won't create a major problem.

M. Farah: What is considered market rates for apartments?

Have square footage and estimates, don't know exactly what rates will be, as a lot can happen over the next 18 months. For now, market rates are, 1 bedroom (700'), \$680; 1 bedroom (1050'), \$770; 1 bedroom (1200'), \$800; 2 bedroom (1200'), \$835.

J. DaSilva: On the site plan, is the parking new or existing?

On the plan, it is existing, shows what it is now and what it will be.

The 75% monthly, 25% trangent is not meant to represent what will happen here.

Public parking will be replaced phase by phase.

J. DaSilva: Will rentals stay rentals, or possibility of conversion. Feel there is a need for rentals.

The apartments will not necessarily stay rentals. Master actually states condos, so they could actually be condos right off the bat. Concern is shared by the legislature, safeguards to make conversion smooth for tenants.

J. DaSilva: How do you define parking space?

Lined and/or metered on the site. Actual count is 486, not counting grass areas.

DaSilva: How many cars would park on grass areas?

Don't know, maybe 25. Feel that this is compensated by going with 511 spaces.

E. Torian: What would cost of condos be?

They would be market rate, approximately \$125,000.

M. Farah: The office building on top of the garage, when will this be built?

It will be during the 4th phase.

G. Enriquez: In Phase I, 287 parking spaces are required, and in Phase II, 228 are required. How do you come up with the number of spaces required? Is it different for apartments and condos?

No, there is no difference for condos and apartments.

C. McManus: Have you thought about approaching zoning commission with regard to the size of spaces?

Average space nationally is 8½x18, the spaces in phase I are 9x20. Have to go with this now.

C. Torcaso: Could you use compact car spaces in phase I?

No, have to adhere to 9x20 now, due to zoning requirements.

L. Charles: Are you looking to acquire land on Liberty?

Mostly privately owned down Liberty Ave. Phase II would run more smoothly with this land, but don't have money right now.

R. Godfrey:

Interested in seeing buildings that are human scale. Do you think railroad yard will deter people from that area?

Have looked into it. Would like to acquire land in that area and improve it aesthetically (i.e., diner). Don't think railroad will be a problem.

A. Cassano: Are the entrances into the garages through the tree line?

Phase I will have one entrance. There is pedestrian access at bottom of stairwell. Access will probably be provided into office and retail areas.

A. Cassano:

What will be the fee for parking?

40¢ per hour for public, \$30-35 monthly.

D. Sollose: Will they be repaving streets?

No, not owned by redeveloper.

M. Farah: Is the \$35 million cost a ball park figure?

Yes, it is an estimate.

M. Farah: After the first two phases, the redeveloper could turn around and convert the apartments to condos, sell them at market prices and make a profit of approximately \$40 million. Concern lies with would Errichetti do that after the first two phases and not finish?

No, most of the cost to the developer comes during the first two phases. Garages won't make much money, neither will the rentals.

Meeting ended at 9:20.

Sequence of Events

- 6/3/86 - Common Council approval
- 6/10/86 - Agency requests updated studies from Errichetti
- 6/27/86 - Agency approves Pre-Development Step #5
- 7/8/86 - Updated studies referred to Agency consultants
- * 7/23/86 - Comments on studies sent to Errichetti. Agency allows entry onto property to erect fence. Site work will be premitted upon finalization of hold-harmless agreement and certificate of insurance.
- 8/11/86 - Request from Errichetti to change Phase I from apartments to condominiums.
- 8/12/86 - Agency approval of 8/11 request. New marketing studies now required.
- 9/5/86 - Errichetti requests to change name of bidder from John Errichetti to Danbury Green Associates Limited Partnership.
- 9/9/86 - Updated studies again referred to Agency consultants
- 9/30/86 - Errichetti withdraws request to change name to Danbury Green Limited Partnership.
- 10/3/86 - Errichetti requests elimination of lower level of parking garage under units due to unexpected site conditions. Level will be added to free standing garage.
- 10/14/86 - Agency approves change in parking. New plans will have to be prepared by Errichetti.
- 10/23/86 - Statement of Public Disclosure and financial statements received.
- 11/18/86 - Agency approves updated studies and Statement of Public Disclosure. Notice of Public Disclosure published in News Times on 11/24.
- 12/9/86 - Agency authorizes appraisal of Phase I to establish purchase price.

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Steps Required Prior to Transfer of
Title to Errichetti Associates

Predevelopment Step #5 - Final Municipal Approval

The Common Council approved the project plans on June 3, 1986.

Predevelopment Step #6 - Phase I Detailed Plans and Studies

Redeveloper and Agency will execute a Phase Agreement for Phase I of the Project. Prior to execution of the Agreement, the following steps must be taken:

1. Update data and findings of previous studies:

Market and Financial Feasibility Study
Redeveloper's Statement of Public Disclosure
Redeveloper's Statement of Qualifications and
Financial Responsibility.

2. Obtain appraisal of Phase I in order to establish purchase price. Purchase price for entire Project already established at \$585,000.
3. Prepare legal description regarding reservation of air rights over parking garage.
4. Obtain final plans from Redeveloper.

Transfer of Title

Major steps necessary for transfer of Title:

1. Execution of Phase Agreement.
2. All necessary City permits shall have been obtained.
3. Approval by Agency of Final Plans.

Survey of Other Redevelopment Agencies Regarding Allowing Construction Related Activities Prior to Transfer of Title

New Haven

Allows early entry after certificate of insurance is received and hold harmless agreement is signed. City has allowed up to \$4 million worth of improvements on a project prior to property transfer.

Hartford

Hartford will allow early entry but only if the developer produces certificate of insurance/hold harmless agreement. The Agency issues a license to proceed with early entry. Any improvements belong to the City or Agency in the event of default.

Bridgeport

Bridgeport will allow early entry but also insists on certificate of insurance.

Norwalk

Norwalk allows early entry provided developer submits certificate of insurance and signed hold harmless agreement. Norwalk limits activity to land clearance, footings and foundations.

Waterbury

Waterbury will allow early entry after certificate of insurance is received and hold harmless agreement is signed.

Enfield

Allows early entry after certificate of insurance and signed hold harmless agreement are received. Only land clearance and test borings are permitted prior to transfer.

Stamford

Stamford has allowed early entry after certificate of insurance and hold harmless agreement are signed. They will allow the developer to demolish buildings and clear site. All risks are the responsibility of the developer.



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

REPORT

January 6, 1987

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

Re: Request for Ambulance and Paramedic Service

The ad hoc committee appointed to review the request for paramedic service in the City of Danbury met on Wednesday, December 31, 1986 at 3:00 P.M. In attendance were Committee Members Torian, McManus, and Cassano. Also in attendance were Philip Capozzi, Administrative Aide to the Mayor, Fire Chief Monzillo, Fire Department Ambulance Supervisor Michael Esposito, D. Schlager, Danbury Hospital Representative, Deputy Fire Chief John Murphy, Comptroller Dominic Setaro and Assistant Corporation Counsel Eric Gottschalk.

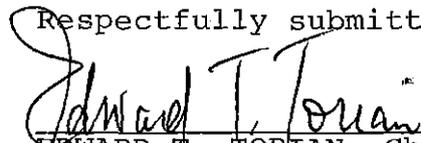
Phil Capozzi briefed the committee members on the status of the paramedic service in the City. The City had a "gentlemen's agreement" with Ace Ambulance Company to provide paramedic services to Danbury residents, e.g., a paramedic from Ace Ambulance Company would respond to every ambulance call that was received by the Danbury Fire Department and be available to treat the patient in accordance with his skills as a paramedic. If, upon arrival at the emergency scene, it was determined that the patient did not require the services of a paramedic, that the services of an Emergency Medical Technician (EMT) was deemed to be sufficient, then the paramedic would not treat the patient at all, but instead return to his base to await notification of the next ambulance call. Ace Ambulance began to experience financial difficulties with this arrangement and put the City of Danbury on notice of its intention to discontinue providing paramedic service to the City.

Discussions have been held between the City of Danbury and Danbury Hospital for the hospital to provide paramedic service for Danbury residents, which resulted in the agreement that was drafted by Assistant Corporation Counsel Eric Gottschalk. The agreement shall become effective on or about February 1, 1987 and run for a period of twelve (12) months at a cost to the City of \$137,336. The certification of \$57,224. covers the five month period of February, 1987 through June, 1987. The remaining balance of \$80,112 will be included in the Fire Department's budget for fiscal year 1988.

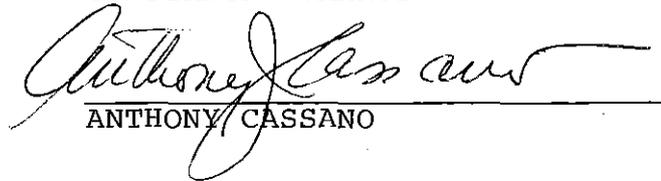
The committee is keenly aware that the primary objective is to initiate a paramedic capability for the City of Danbury. This issue should be acted upon immediately and come before any other discussions involving the overall operation of the paramedic service, such as medical insurance coverage, the financial obligation, if any, for those persons with no medical insurance, and the development and implementation of detailed billing procedures. These points, although by definition clearly administrative and not legislative by nature, were raised by committee members during the course of our discussion and which the committee feels are key to the successful operation of the paramedic service for the City of Danbury. The general consensus among committee members was that no individual citizen be made to pay for any ambulance services beyond what their medical insurance would allow.

Councilman Cassano motioned to recommend approval of the agreement, seconded by Councilwoman McManus. The vote was unanimous.

Respectfully submitted,


EDWARD T. TORIAN, Chairman


CONSTANCE McMANUS


ANTHONY CASSANO



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

DEPARTMENT
OF FINANCE

December 29, 1986

TO: Common Council via Certification #16
Mayor James E. Dyer

FROM: Dominic A. Setaro, Jr.

We hereby certify the availability of \$57,224.00 to be transferred from the Contingency Fund to the Fire Department, Professional Service & Fees Account #02-02-110-020100. This amount represents the cost of paramedic service for a period of five months (February 1987 - June 1987).

| | |
|--------------------------------|---------------------|
| Balance of Contingency Account | \$745,907.10 |
| Less pending requests | 108,000.00 |
| Less this request | 57,224.00 |
| | <u>\$580,683.10</u> |


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

DAS/af



CITY OF DANBURY

156 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

REPORT

January 6, 1987

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

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The committee is keenly aware that the primary objective is to initiate a paramedic capability for the City of Danbury. This issue should be acted upon immediately and come before any other discussions involving the overall operation of the paramedic service, such as medical insurance coverage, the financial obligation, if any, for those persons with no medical insurance, and the development and implementation of detailed billing procedures. These points, although by definition clearly administrative and not legislative by nature, were raised by committee members during the course of our discussion and which the committee feels are key to the successful operation of the paramedic service for the City of Danbury. The general consensus among committee members was that no individual citizen be made to pay for any ambulance services beyond what their medical insurance would allow.

Councilman Cassano motioned to recommend approval of the agreement, seconded by Councilwoman McManus. The vote was unanimous.

Respectfully submitted,

EDWARD T. TORIAN, Chairman

CONSTANCE McMANUS

ANTHONY CASSANO



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

DEPARTMENT
OF FINANCE

REPORT

December 19, 1986

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

RE: Properties Review Board Report

The committee appointed to review the rental of city owned properties met on December 3, 1986 at 8:00 P.M. in Room 432 in City Hall.

In attendance were committee members Mr. Setaro, Mrs. McManus and Mr. Sedney.

During the meeting discussion centered around the proposed uses of city owned property by city employees.

Mr. Sedney made a motion, seconded by Mrs. McManus, that a market rate be set on all city owned properties that are proposed to be rented, and that the rental property be limited to city employees who fall within certain salary categories. Motion passed.

It was also the feeling of the members of the committee that the Assessor's Office and the Health and Housing Department will inform the committee of their assessment of the market rate value of all property. This value will be used for the base rental figure established on the property, as well as the salary of the employees who would like to rent these parcels.

Mrs. McManus moved to insert an escalation clause in future leases to raise the rent one-half of the percentage increase in the salary of the city employee for the year.

Motion was seconded by Mr. Sedney and passed.

Discussion also centered around current leases held by Mr. William Ambrose at Hatters Park and the committee recommended that the City renegotiate this lease and add an escalation clause in this lease as proposed by Mrs. McManus.

The committee also recommended that the Corporation Counsel's Office negotiate a lease with the Montessori School which

currently has no written lease.

The committee also recommended that a standing committee be established to administer these various motions and the committee be comprised of the Comptroller, the Director of Personnel, Corporation Counsel or his designee, the Director of Planning and the Director of Health. The committee will take applications and make final decisions as to who is selected as the renter.

The purpose of this committee and program is to provide housing for city employees who are in need of housing. For this reason consideration will be given to a monthly salary when setting the rent.

Meeting was adjourned at 9:15 P.M.

Respectfully submitted,



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



Constance McManus
Common Council President



Leonard Sedney
Director of Planning



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

PROGRESS REPORT

January 6, 1986

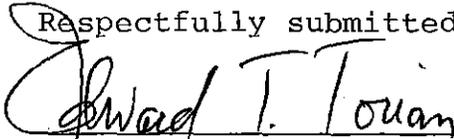
Honorable Mayor James E. Dyer
Honorable Members of the Common Council

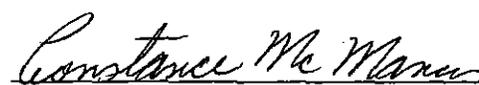
Re: Reapportionment Committee

The committee had requested a legal opinion from the Assistant Corporation Counsel as to whether the law stipulates reapportionment be based on population or voter registration. In his letter of March 31, 1986, Assistant Corporation Counsel Gottschalk advised the committee that reapportionment of the several city wards must be based on population.

The committee had asked the Registrar of Voters and the Danbury Democratic Town Committee Chairman for assistance in obtaining the census tracts from Hartford. The Town Committee Chairman had contacted Mr. Chad McCollum from the Governor's Office on this subject who referred her to Mr. Tim Moynihan, who was Chairman of the Reapportionment Committee for the State of Connecticut at the time. The Town Committee Chairman has been notified that we still have not received the census tract information that we requested and she has indicated that she would contact the cognizant individuals once again in an effort to resolve this delay.

Due to the resignation of Councilwoman Torcaso from the Common Council, the committee is presently composed of only two members and we respectfully request the assignment of a third member to this committee so that we can move forward to resolve this issue as soon as possible.

Respectfully submitted,

EDWARD T. TORIAN
Chairman


CONSTANCE MCMANUS



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

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PROGRESS REPORT

January 6, 1986

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Honorable Members of the Common Council

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CONSTANCE McMANUS



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

REPORT

January 6, 1986

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

Re: Danbury and the Education Enhancement Act

The Common Council met as a Committee of the Whole on December 18, 1986 at 7:30 P.M. to consider the request from the Board of Education that they be authorized to reopen negotiations with the teacher's union in order to qualify for funds under the Education Enhancement Act. Also in attendance at the meeting were Dr. Anthony Singe and members of his administration, representatives of the Danbury Board of Education and NEA Danbury, Attorney Thomas Mooney and Comptroller Dominic Setaro.

Attorney Mooney explained the Education Enhancement Act to the Common Council members and then requested that the committee enter into executive session in order to be informed of the specifics to which the Board and teacher's union have agreed.

The committee unanimously voted to recommend that the Common Council authorize the Board of Education to reopen the 1986-87 collective bargaining agreement with NEA Danbury under the Connecticut Education Enhancement Act.

Respectfully submitted,

CONSTANCE McMANUS
President



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

REPORT

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Constance McManus
CONSTANCE McMANUS
President



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

REPORT

January 6, 1986

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

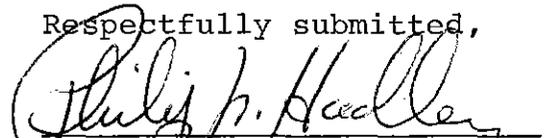
Re: Conditions on East Lake Road

The Common Council Committee appointed to review hazardous traffic conditions on East Lake Road met for a second time on December 22 at 7:30 P.M. in City Hall. In attendance were committee members Hadley and Rotello. Mr. Torian was ill. Also attending were John Schweitzer, Jr., City Engineer and Basil Friscia, Director of Public Works.

After a general review of the traffic problems on East Lake Road, termed one of the most dangerous road crossings in Danbury, Mr. Schweitzer (see attachment) and Mr. Friscia presented a proposal to improve the roadway conditions on East Lake Road and Morgan Road.

Mr. Rotello made a motion to include \$200,000 in next year's Capital budget for a separate line item for the repair of East Lake Road north of East Lake Reservoir Dam for approximately 1,000 feet and for improvements to 700 feet of Morgan Road. Seconded by Mr. Hadley and passed.

Respectfully submitted,


PHILIP N. HADLEY, Chairman


LOUIS ROTELLO


EDWARD TORIAN



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

ENGINEERING DEPARTMENT
203-797-4641

December 22, 1986

JOHN A. SCHWEITZER, JR.
City Engineer

Councilman Philip Hadley
Common Council
City of Danbury
155 Deer Hill Avenue

Dear Councilman Hadley:

East Lake Road

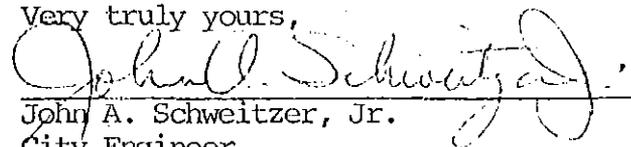
At the request of your committee we have reviewed the roadway conditions on East Lake Road. Our findings are that in order to improve the roadway conditions on East Lake Road north of the East Lake Reservoir Dam, it will require rebuilding of approximately 1000 feet of this road.

The section to be rebuilt is from near the intersection of East Lake Road and Morgan Road, thence northerly and easterly to approximately 300' westerly of the intersection of East Lake Road and Barnum Road. An estimate was prepared to cover the costs of this road improvement and resulted in an estimated cost of \$110,000.00 This proposed improvement will not require the acquisition of any property but will require the acquisition of slope rights on three parcels of property.

As we reviewed the above improvement to East Lake Road, it became apparent that approximately 700' of Morgan Road should also be improved at the same time. The estimate of cost for this improvement to Morgan Road is \$73,000. In the near future additional road improvements should be made on Morgan Road to construct an adequate road to Morgan Road's intersection with Barnum Road.

If you have any questions regarding the above matters, please contact this office.

Very truly yours,



John A. Schweitzer, Jr.
City Engineer

JAS/sd

c: Mayor James E. Dyer
Basil Friscia



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

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LOUIS ROTELLO

EDWARD TORIAN



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

ENGINEERING DEPARTMENT
203-797-4641

December 22, 1986

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City Engineer

Councilman Philip Hadley
Common Council
City of Danbury
155 Deer Hill Avenue

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Basil Friscia



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

REPORT

January 6, 1986

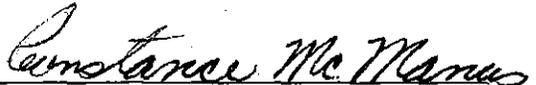
Honorable Mayor James E. Dyer
Honorable Members of the Common Council

Re: Charter Revision Commission - Request for Extension of Time

The Common Council met as a Committee of the Whole on December 18, 1986 at 7:00 P.M. to review the request of the Charter Revision Commission for a two month extension of time. Commission Members Thomas Frizzell, Robert Ogden, Nancy Deibler and Joseph Noonan discussed the issues before the commission and their progress to date. Chairman Frizzell is of the opinion that the two month extension will be adequate and that no more funds will be required.

The committee unanimously recommends that the Common Council grant an extension of two months to the Charter Revision Commission.

Respectfully submitted,


CONSTANCE McMANUS
President



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

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President



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

REPORT

January 6, 1986

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

Re: Request from CACD for Funds

The Common Council Committee appointed to review the CACD Youth Center's request for \$31,000 met on Monday, December 22, at 7:00 P.M. In attendance were Council Members Farah and Smith. Council Member Butera had a previous business engagement. Also present were Bill Curtis, James Maloney, Lila Leopold, Irod Lee and Robert Cole.

Mr. Curtis explained the reasons for the request and Mr. Maloney and Mrs. Leopold elaborated in support of the request. The funds are needed for the operation of the Youth Center from March through June, 1987. The original request of the CACD for budget allocation for the current fiscal year, was not fully funded at the time. Termination of the Youth Center's activities for the four months will have adverse impact on nearly 1500 young people who are served by it.

Councilman Smith moved that the committee recommend that the Common Council approve funding of \$31,000 for the Youth Service of the CACD. The motion passed unanimously.

Respectfully submitted,


MOUNIR FARAH, Chairman


STANFORD SMITH


JANET BUTERA



040

CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

DEPARTMENT
OF FINANCE

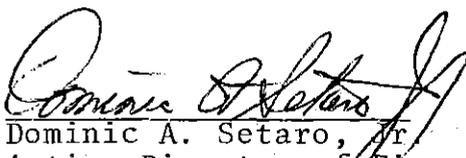
January 5, 1987

TO: Common Council via Certification #22
Mayor James E. Dyer

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

We hereby certify the availability of \$31,000.00 to be transferred from the General Fund fund balance account to the grant section of the budget, account #02-20-000-072914.

| | |
|------------------------------|-----------------------|
| Balance of G.F. Fund Balance | \$3,072,650.00 |
| Less pending request | 87,972.90 |
| Less this request | 31,000.00 |
| Balance | <u>\$2,953,677.10</u> |


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

DAS/af



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

REPORT

January 6, 1986

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

Re: Request from CACD for Funds

The Common Council Committee appointed to review the CACD Youth Center's request for \$31,000 met on Monday, December 22, at 7:00 P.M. In attendance were Council Members Farah and Smith. Council Member Butera had a previous business engagement. Also present were Bill Curtis, James Maloney, Lila Leopold, Irod Lee and Robert Cole.

Mr. Curtis explained the reasons for the request and Mr. Maloney and Mrs. Leopold elaborated in support of the request. The funds are needed for the operation of the Youth Center from March through June, 1987. The original request of the CACD for budget allocation for the current fiscal year was not fully funded at the time. Termination of the Youth Center's activities for the four months will have adverse impact on nearly 1500 young people who are served by it.

Councilman Smith moved that the committee recommend that the Common Council approve funding of \$31,000 for the Youth Service of the CACD. The motion passed unanimously.

Respectfully submitted,

MOUNIR FARAH, Chairman

STANFORD SMITH

JANET BUTERA



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

REPORT

January 6, 1987

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

Re: Downtown Special Services Tax District

The Common Council held a public hearing on the Special Services District on November 24, 1986 at 7:30 P.M. in the Council Chambers.

The Common Council met as a Committee of the Whole following the public hearing and again on December 17, 1986 and un-animously voted to recommend that the ordinance be returned to the Downtown Council. The committee requests that the Downtown Council work up an estimate of what the benefits of the district will be, how each individual will be benefited, an estimate of what the cost will be and to redraw or justify the boundaries of the district.

Respectfully submitted,

Constance McManus
CONSTANCE McMANUS
President



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

REPORT

January 6, 1986

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Respectfully submitted,

CONSTANCE McMANUS
President



42

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

REPORT

January 6, 1987

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

Re: 7 Brushy Hill Road

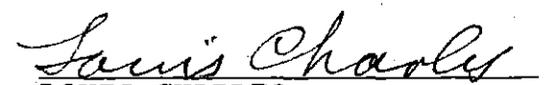
The Common Council committee appointed to review the request of the Planning Department concerning 7 Brushy Hill Road met on December 17, 1986 in City Hall. In attendance were Committee Members Louis Rotello, and Louis Charles.

The committee reviewed the request for the transfer of the property located at 7 Brushy Hill Road and the request to have it referred to the Planning Commission. A motion was made by Louis Charles and seconded by Louis Rotello to have the Planning Commission make a recommendation on this proposal. Motion carried unanimously.

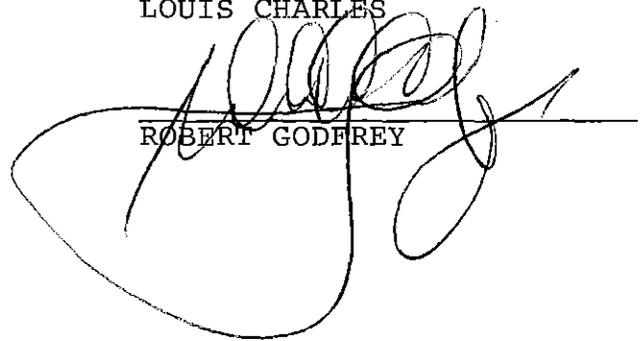
Respectfully submitted,



LOUIS ROTELLO, Chairman



LOUIS CHARLES



ROBERT GODFREY



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

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Respectfully submitted,

LOUIS ROTELLO, Chairman

LOUIS CHARLES

ROBERT GODFREY



43

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

REPORT

January 6, 1986

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

Re: Noise and Hearing Damage

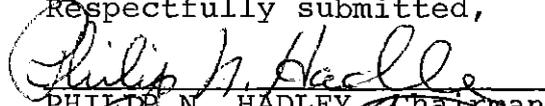
The Common Council committee appointed to review Noise and Hearing Damage met at 7:30 P.M. on December 8, 1986 in the Fourth Floor Lobby in City Hall. In attendance were committee members Hadley and Cassano. Mr. Boynton was absent because of car trouble. Also attending were Art Tepper (Danbury Hospital), Linda Kovacs (Zoning Commission), Dr. Bob Wolsch (WCSU), Lois Wolsch (Danbury Public Schools), Lt. Art Sullo (Danbury Police) and Attorney Les Pinter.

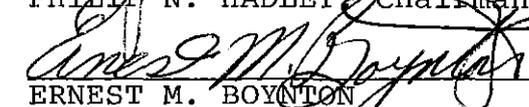
Mr. Hadley turned the meeting over to Attorney Pinter for his presentation of a suggested ordinance which he had based upon the committee recommendations and his own research. He said he had attempted to make a complex issue as fail safe as possible and had attempted to prevent vagueness. Provisions on enforcement that were not too difficult to enforce were added.

Attorney Pinter explained each section of the proposal and answered questions. The document was well received by the group, especially the section that recognized the rights of free people to perform their daily activities without undue governmental interference. Several concerns were expressed that the document was not inclusive enough; that 98% of the citizenry did not need the ordinance and that crackpots would tend to abuse it.

Council Members Hadley, Boynton and Cassano will meet on January 13, 1987 at 7:30 P.M. for a work session and to discuss the future of the project.

Respectfully submitted,


PHILIP N. HADLEY, Chairman


ERNEST M. BOYNTON


ANTHONY CASSANO



43

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

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Honorable Members of the Common Council

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PHILIP N. HADLEY, Chairman

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44

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

REPORT

January 6, 1986

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

Re: Acceptance of Contemporary Drive

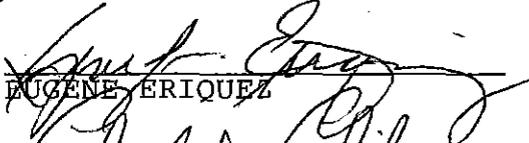
The Committee appointed to review the request for acceptance of Contemporary Drive as a City road met on December 2, 1986 in City Hall. Present were Committee Members Esposito, Enriquez and Philip; Director of Public Works Basil Friscia, Superintendent of Highways Dan Minahan and City Engineer Jack Schweitzer.

It was reported that the committee would be unable to act on this request due to the fact that the City Engineer needs to complete his work to determine whether the road meets City standards for acceptance. The recent storm delayed the inspection of the road. Therefore, Mr. Schweitzer reported he will have the report from his office ready within the week. Upon hearing this, it was recommended to adjourn and meet again to finalize this report when the City Engineer has completed his work.

Respectfully submitted,



JOHN ESPOSITO, Chairman



EUGENE ENRIQUEZ



PETER PHILIP



44

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

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Honorable Members of the Common Council

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JOHN ESPOSITO, Chairman

EUGENE ERIQUEZ

PETER PHILIP



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

REPORT

January 6, 1986

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

Re: Pleasant Acres Homeowner's Association

The committee appointed to review the request of the Pleasant Acres Homeowner's Association met on December 2, 1986 at 8:30 P.M. in City Hall. Those in attendance were committee members Esposito, Eriquez and Philip. Also attending were City Engineer Jack Schweitzer, Superintendent of Highways Dan Minahan and Public Works Director Basil Friscia; Bill Loring, Ted Backer, Daniel Greenberg, Wilma O'Neil, James F. O'Neil, Allan Riedinger, Doug Rodger, and Corporation Counsel Les Pinter.

A motion was made and seconded to suspend the rules. Motion carried unanimously.

Mr. Ted Backer, Attorney for the Pleasant Acres Homeowner's Association reported the main issues of concern of the Pleasant Acres homeowners. In addition, Rev. Loring, representing the residents, presented the committee with the conditions of the roads that led to the request to have the City maintain the road network. He described, in detail, that the roads are not adequately maintained to allow for passage of public safety vehicles.

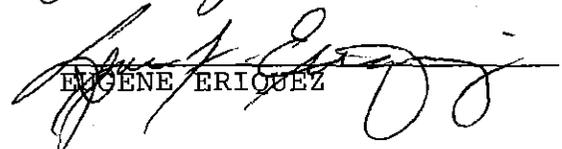
Mr. Backer noted that the Association does not own the roads, that they are privately held by Mr. Leroy Burke. Mr. Backer indicated that the Association would pursue the acquisition of the roads since this would assist the Association with dealing with the City to arrange an agreement for maintenance of the road network if legal arrangements allow this.

The meeting adjourned at 10:00 P.M.


PETER PHILIP

Respectfully submitted,


JOHN ESPOSITO, Chairman


EUGENE ERICQUEZ



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

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Respectfully submitted,

PETER PHILIP

JOHN ESPOSITO, Chairman

EUGENE ERIQUEZ



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

REPORT

January 6, 1986

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

Re: Request to Discontinue Vehicular Traffic along
Seventh Avenue

The committee appointed to review the request of Western Connecticut State University to discontinue vehicular traffic along Seventh Avenue from Roberts Avenue to White Street met on December 4th at City Hall. In attendance were committee members Hadley, Rotello and Johnson. Also attending were Fire Marshal Alan Schacht, Dean Frederick Leuthauser (WCSU), Police Chief Ronald Shaw (WCSU), John Cuff (St. Nicholas Church) and approximately 20 parishioners from St. Nicholas Byzantine Catholic Church which is situated at No. 2 Roberts Avenue at the corner of Seventh Avenue.

Mr. Hadley welcomed the group, defined the purpose of the subcommittee meeting, noted the time constraints and listed the agenda items. The meeting was then turned over to Dean Leuthauser and Chief Shaw who officially requested on behalf of Western Connecticut State University that Seventh Avenue be closed to vehicular traffic between Roberts Avenue and White Street in order to promote safety and continuity at the Mid-Town Campus.

Fire Marshal Schacht noted that in the event that the street was closed to vehicular traffic between Roberts Avenue and White Street then access must be made to the area for fire fighting equipment.

Mr. Hadley read a letter from Fire Chief Monzillo in which he indicated the need for access for fire fighting equipment to the area in order not to jeopardize the health and lives of the inhabitants and also read a letter from Mr. and Mrs. Theodore Dratch (members of St. Nicholas Church) who opposed closing Seventh Avenue because it would eliminate available parking and would make access to the church very limited, especially in emergency situations. Also presented were the telephone comments of Dominic D'Addario who opposed the plan.

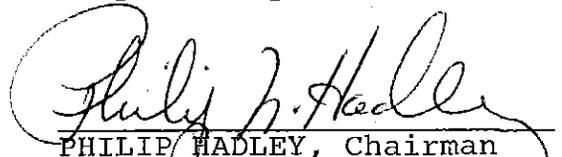
A letter from Richard Durkin, Vice Chairman of the Planning Commission was read which indicated that the Planning Commission had voted a positive recommendation for the request for discontinued use of vehicular traffic along Seventh Avenue on Monday through Friday.

The meeting was then opened for discussion and every church member who spoke opposed the plan, including John Cuff who was general spokesperson for the group. Reasons for opposing the plan were isolating the church, eliminating needed parking for the church during the week and on weekends, safety of students not being a factor (a traffic light, reduced speed limit and zebra crosswalks could be used), the impact of additional parking on nearby streets and the fact that the implications of the effect of the plan had not been thought through by the University or committed to paper.

Dean Leuthauser then spoke to the effect that the University had no intent of imposing any hardship on its neighbors.

After further discussion of the issues, Mr. Rotello made a motion to deny the request to discontinue vehicular traffic on Seventh Avenue with the stipulation that the University be permitted to resubmit its request if it wished to do so after further study of the issues involved. Seconded by Mrs. Johnson and passed unanimously.

Respectfully submitted,


PHILIP HADLEY, Chairman


LOUIS ROTELLO


BEVERLY JOHNSON



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

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*without prejudice.

Respectfully submitted,

PHILIP HADLEY, Chairman

LOUIS ROTELLO

BEVERLY JOHNSON



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

REPORT

January 6, 1986

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

Re: Recreation/Cultural Bond Referendum - Amendment

The committee to review a request to amend the Recreation/Cultural Bond Referendum met at 7:30 P.M. on December 15, 1986. In attendance were committee members DaSilva and Eriquez. Also in attendance were Director of Parks and Recreation Robert Ryerson, Coordinator of Park Services Richard Murray and Chairman of the Parks and Recreation Commission Thomas Evans.

Mr. Evans explained that the commission was concerned about the site of the proposed ice skating rink. They believe a better area could be found and that there was not enough parking for the 1500 person capacity. He further explained that in the future a larger facility might be desired with a larger capacity which could supplement funds needed to fund the ongoing operation of the rink.

Mr. Eriquez asked if any thought was given to the extra funds needed for a larger facility. Mr. Evans explained that he thought the present committee could look into private funding. Mr. Eriquez responded that he has no knowledge of any offer of funds from the private sector and that the proposed site was part of a linear park to be established at the present site, along with the Town Park and Hatters Community Park.

Mr. DaSilva moved to take no action at this time because of the proposed linear park concept and because this project has proceeded to a significant degree, with funds expended for site plans and schematics. There is also a possibility that a delay would jeopardize our position for tax exempt bonding under the new tax code. Mr. Eriquez seconded the motion. The motion passed unanimously.

Mr. DaSilva moved to adjourn. Mr. Eriquez seconded.
Meeting adjourned at 8:45 P.M.

Respectfully submitted,

JOSEPH DaSILVA

EUGENE ERIQUEZ, Chairman



48

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

REPORT

January 6, 1987

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

Re: Pagers for Volunteer Fire Fighters

A committee of the Common Council met on September 23rd, December 3rd, and December 17, 1986 to review the request for pagers for the volunteer fire fighters. In attendance were Council Members Stanford Smith, Peter Philip and Gene Eriquez. Also in attendance were Fire Chief Charles Monzillo and Deputy Chief John Murphy and members of the volunteer fire companies.

After several meetings to seek the most economical way to purchase 144 pagers for the volunteers, the cost will be \$61,056. These pagers are Motorola Minitor II, including a five (5) year express maintenance agreement and dual call capability. This figure includes a discount.

Chief Monzillo and Mr. Visconti reported that a discount is available now and may not apply subsequently to this proposal. In addition, a cost increase for these units is expected shortly after the first of the year (1987).

Chief Monzillo further reported that he felt it was necessary to have 144 pagers, 12 for each volunteer fire company. This will encourage additional volunteer participation among the 12 volunteer companies. These models are compatible with the existing communication system and will further enhance the system. It was further felt by Chief Monzillo and the volunteers that overall better response time by volunteer companies can be expected with the implementation of the pager system versus the existing stationary radio operation.

After discussion, it was moved to recommend that the Motorola Minitor II Pager System (144 units) with service single frequency, single limit charger and five year express Maintenance

Agreement be purchased at the cost of \$61,056. It is recognized that Motorola Minitor II is the "sole source" in accordance with the determination made by the Purchasing Agent of the City. Motion was seconded and passed unanimously.

Respectfully submitted,

Stanford Smith
STANFORD SMITH, Chairman

Gene Enriquez
GENE ENRIQUEZ

Peter M. Philip
PETER PHILIP



048

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

DEPARTMENT
OF FINANCE

December 31, 1986

TO: Common Council via
Mayor James E. Dyer

Certification #17

FROM: Dominic A. Setaro, Jr.

We hereby certify the availability of \$61,056.00 to be transferred from the Contingency Fund to a new capital account in the capital budget entitled Fire Department - Pagers.

| | |
|--------------------------------|---------------------|
| Balance of Contingency Account | \$637,907.10 |
| Less pending requests | 57,224.00 |
| Less this request | 61,056.00 |
| | <u>\$519,627.10</u> |



Dominic A. Setaro, Jr.

Acting Director of Finance - Comptroller

DAS/af



48

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

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STANFORD SMITH, Chairman

GENE ERIQUEZ

PETER PHILIP



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

REPORT

January 6, 1986

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

Re: Request for extension of water to 100 Federal Road

The committee appointed to review the request of J&F Associates to extend the City's water main to 100 Federal Road met on December 29, 1986 at 7:00 P.M. Council Members Hadley, Zotos and Flanagan were present. Also in attendance were Superintendent of Public Utilities William Buckley and Brian Skorda. Mr. Schweitzer was out of town.

The committee reviewed the petition and the positive recommendation of the Planning Commission. The water will be used for drinking and car washing. Mr. Buckley stated that the petition is within the planned service area of the City. The water will be metered. Mr. Buckley stated that this is not considered to be an unusual petition and recommended that it be granted subject to the usual sewer/water stipulations and noted that if Fair Cadillac does not build this section of the sewer, then J&F would be responsible.

Mr. Flanagan moved that the committee recommend that the Common Council approve the petition with the knowledge that if J&F starts to build before Fair Cadillac, then they will be required to construct the sewer on their own from Starr Road and subject to the eight stipulations listed below. Mr. Zotos seconded the motion and there was unanimous approval.

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.

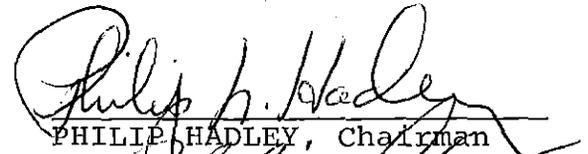
Should another, other than the petitioner hold title to any land involved in the approval, then consent prior to any installation or hook-up shall be furnished in a form satisfactory to the City Engineer and Corporation Counsel.

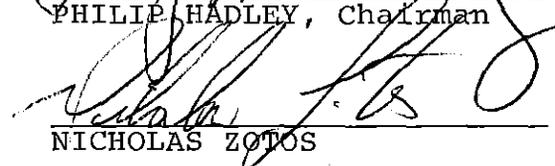
7. No Certificate of Occupancy shall be issued until the above requested forms, documents, plans, etc. are received and the City owns the extended water line.

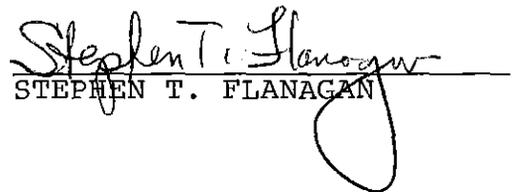
8. This approval shall expire eighteen (18) months following the date of Common Council action.

Meeting adjourned at 7:20 P.M.

Respectfully submitted,


PHILIP HADLEY, Chairman


NICHOLAS ZOTOS


STEPHEN T. FLANAGAN



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

REPORT

January 6, 1986

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

Re: Request for extension of water to 100 Federal Road

The committee appointed to review the request of J&F Associates to extend the City's water main to 100 Federal Road met on December 29, 1986 at 7:00 P.M. Council Members Hadley, Zotos and Flanagan were present. Also in attendance were Superintendent of Public Utilities William Buckley and Brian Skorda. Mr. Schweitzer was out of town.

The committee reviewed the petition and the positive recommendation of the Planning Commission. The water will be used for drinking and car washing. Mr. Buckley stated that the petition is within the planned service area of the City. The water will be metered. Mr. Buckley stated that this is not considered to be an unusual petition and recommended that it be granted subject to the usual sewer/water stipulations and noted that if Fair Cadillac does not build this section of the sewer, then J&F would be responsible.

Mr. Flanagan moved that the committee recommend that the Common Council approve the petition with the knowledge that if J&F starts to build before Fair Cadillac, then they will be required to construct the sewer on their own from Starr Road and subject to the eight stipulations listed below. Mr. Zotos seconded the motion and there was unanimous approval.

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 line.

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

Meeting adjourned at 7:20 P.M.

Respectfully submitted,

PHILIP HADLEY, Chairman

NICHOLAS ZOTOS

STEPHEN T. FLANAGAN



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

REPORT

January 6, 1986

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

Re: Request from DAWS for funding of \$10,000

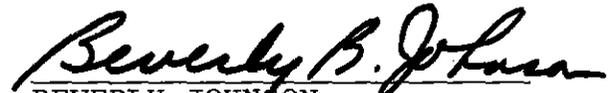
The Common Council Committee appointed to review the request from DAWS for additional funds of \$10,000 met on December 29, 1986 in City Hall. In attendance were Council Members Gallo, Hadley and Johnson. Also in attendance were Ellen Farrar and Ofie Trespalacios from DAWS.

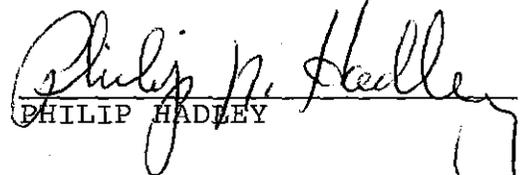
Ellen Farrar and Ofie Trespalacios explained their need for additional funding of \$10,000. The reasons are as follows: 1. the loss of use of the Constables Building for fund-raising events; 2. the new program costs for the spay/neuter program for cats; 3. after spaying these cats they must be boarded for six days. The total cost of spaying and boarding is approximately \$80. per cat. This will reduce the stray cat problem 3 fold.

Beverly Johnson moved to fund DAWS an additional \$10,000 per their request. Bernard Gallo seconded. Motion carried unanimously.

Respectfully submitted,


BERNARD GALLO


BEVERLY JOHNSON


PHILIP HADLEY



050

CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

DEPARTMENT
OF FINANCE

December 31, 1986

TO: Common Council via
Mayor James E. Dyer

Certification #18

FROM: Dominic A. Setaro, Jr.

We hereby certify the availability of \$10,000.00 to be transferred from the Contingency Fund to the grants section of the budget account #02-20-000-072917.

| | |
|--------------------------------|---------------------|
| Balance of Contingency Account | \$637,907.10 |
| Less pending requests | 118,280.00 |
| Less this request | 10,000.00 |
| | <u>\$509,627.10</u> |

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

DAS/af



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

REPORT

January 6, 1986

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

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Beverly Johnson moved to fund DAWS an additional \$10,000 per their request. Bernard Gallo seconded. Motion carried unanimously.

Respectfully submitted,

BERNARD GALLO

BEVERLY JOHNSON

PHILIP HADLEY



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

REPORT

January 6, 1986

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

Re: Progress Report on the Parks Property Lease to
DAWS

The Common Council Committee appointed to review the request for a progress report on the Parks Property lease met on December 29, 1986 at 6:45 P.M. in City Hall. In attendance were Council Members Gallo, Hadley and Johnson. Also in attendance were Ellen Farrar and Ofie Trespalacios from DAWS.

Councilman Gallo stated that he had been in contact with Richard Murray, the Assistant Director of Parks and Recreation. Mr. Murray stated that he contacted Mr. Ryerson who is on vacation and discussed the Common Council committee meeting that was taking place this evening with DAWS. Mr. Ryerson said that he has no problem with DAWS using the building in question as long as DAWS has a meeting with Mr. Ryerson and explains parking, hours of operation, renovations involved, etc.

The committee recommends no action at this time as the request is being handled by the Parks and Recreation Department. Council Member Johnson moved to adjourn at 7:00 P.M.

Respectfully submitted,

Bernard Gallo
BERNARD GALLO, Chairman

Beverly P. Johnson
BEVERLY JOHNSON

Philip H. Hadley
PHILIP HADLEY



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

REPORT

January 6, 1986

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

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The committee recommends no action at this time as the request is being handled by the Parks and Recreation Department. Council Member Johnson moved to adjourn at 7:00 P.M.

Respectfully submitted,

BERNARD GALLO, Chairman

BEVERLY JOHNSON

PHILIP HADLEY



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

REPORT

January 6, 1986

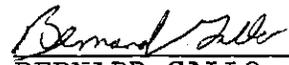
Honorable Mayor James E. Dyer
Honorable Members of the Common Council

Re: Automation for the Planning Commission

The committee appointed to review the request for automation for the Planning Commission met on December 16, 1986 at 7:30 P.M. in Room 432 in City Hall. In attendance were Council Members Gallo and McManus. Council Member Flanagan was absent. Also present was Comptroller Dominic Setaro.

After some discussion it was decided not to take any action at this time. After the meeting Council Member Gallo and Comptroller Dominic Setaro went to the Purchasing Department and found that they have an extra printer which Planning could use. The next day Planning Director Leonard Sedney agreed to purchase a monochrome Display from \$1,602. out of his present budget to accomodate the printer.

Respectfully submitted,


BERNARD GALLO, Chairman


CONSTANCE McMANUS


STEPHEN FLANAGAN



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

REPORT

January 6, 1986

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

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Respectfully submitted,

BERNARD GALLO, Chairman

CONSTANCE McMANUS

STEPHEN FLANAGAN



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

REPORT

January 6, 1987

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

Re: Automation for the Zoning Commission

The committee appointed to review the request for automation for the Zoning Commission met on December 16, 1986 at 7:45 P.M. in Room 432 in City Hall. In attendance were Council Members Gallo and McManus. Council Member Flanagan was absent. Also present were Comptroller Dominic Setaro, Zoning Commission representatives Russell Foti, Henry Schum and Mark Massoud.

Zoning Chairman Russell Foti stated the reasons for this request and what it would cost. After listening to everyone present present their case in favor of a word processor, Council Member McManus moved to appropriate \$3,300 for the purchase of one complete unit. Council Member Gallo seconded. Motion carried unanimously.

Respectfully submitted,

BERNARD GALLO, Chairman

CONSTANCE McMANUS

STEPHEN FLANAGAN

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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

DEPARTMENT
OF FINANCE

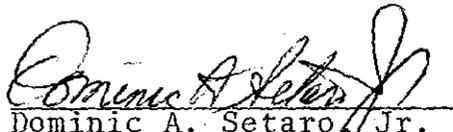
December 31, 1986

TO: Common Council via Certification #19
Mayor James E. Dyer

FROM: Dominic A. Setaro, Jr.

We hereby certify the availability of \$3,300.00 to be transferred from the Contingency Fund to the Zoning Commission Office Equipment Account #02-01-181-060500.

| | |
|--------------------------------|---------------------|
| Balance of Contingency Account | \$637,907.10 |
| Less pending requests | 128,280.00 |
| Less this request | 3,300.00 |
| | <u>\$506,327.10</u> |


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

DAS/af



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

REPORT

January 6, 1987

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

Re: Automation for the Zoning Commission

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Zoning Chairman Russell Foti stated the reasons for this request and what it would cost. After listening to everyone present present their case in favor of a word processor, Council Member McManus moved to appropriate \$3,300 for the purchase of one complete unit. Council Member Gallo seconded. Motion carried unanimously.

Respectfully submitted,

BERNARD GALLO, Chairman

CONSTANCE McMANUS

STEPHEN FLANAGAN



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

JAMES E. DYER, MAYOR

REPORT

January 6, 1987

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

Re: Request for New Police Radio System

The committee appointed to review the request for a new radio system for the Police Department met on October 21st, November 21st and December 22, 1986. In attendance at those meetings were Council Members Philip, Cassano and McManus. Also attending were Comptroller Dominic Setaro, Police Chief Nelson Macedo and Officer James Hulton.

A new radio system is being requested for three reasons: the safety of the officers using the equipment, the age of the equipment and the growing level of police protection required in Danbury. Police Chief Macedo has confirmed that on a growing number of occasions his office are out of radio communications with headquarters while conducting an investigation. The existing low band system cannot penetrate out of or through the larger buildings being built in Danbury. As Danbury spreads out into its borders, the Police are working more often in the outlying sections of the City. The dangers of not being in contact with headquarters and fellow officers is life-threatening for the officers involved as well as the citizens of Danbury.

The existing low band system uses equipment which is up to 22 years old. Cost of maintenance is growing, spare parts are increasingly more difficult to find, reliability of the equipment is declining. Safety is being jeopardized.

We are all aware of the growth Danbury has experienced in the past 15 years. There are more people working in bigger buildings, driving in more traffic, living in an expanding Danbury. An aging radio system cannot respond to the needs of this new city.

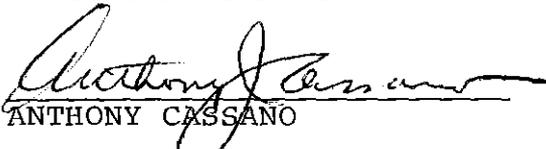
Officer Hulton advised the committee of the amount of equipment needed to change the existing system to a higher band frequency. It is the intent of the Police Department to put this equipment out to bid to gain the optimum price for the equipment. Based on existing prices, this cost is estimated at \$226,300. After approval of a radio frequency in the high band (450 mhy) range it would take about six months to have the equipment operational. Officer Hulton expressed his thanks to WLAD's Osenkowski for his invaluable help in developing the specifications for an optimum antenna system for the proposed radio system.

On December 22nd, after reviewing all the facts and information presented to us, Council Member McManus moved to recommend the appropriation of \$226,300 to purchase a new radio system for the Police Department, contingent on the awarding of a frequency change by the FCC. Seconded by Council Member Cassano. Motion carried unanimously.

Respectfully submitted,


PETER PHILIP, Chairman


CONSTANCE McMANUS


ANTHONY CASSANO



054

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

JAMES E. DYER, MAYOR

DEPARTMENT
OF FINANCE

December 31, 1986

TO: Common Council via Certification #20
Mayor James E. Dyer

FROM: Dominic A. Setaro, Jr.

We hereby certify the availability of \$226,300.00 to be transferred from the Contingency Fund to a new capital account in the capital budget entitled Police Department Radios.

| | |
|--------------------------------|---------------------|
| Balance of Contingency Account | \$637,907.10 |
| Less pending requests | 131,580.00 |
| Less this request | 226,300.00 |
| | <u>\$280,027.10</u> |

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

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

DAS/af