

To: Honorable Mayor James E. Dyer - City of Danbury, Connecticut

Re: Minutes of the Common Council Meeting held January 6, 1987.

The meeting was called to order at 8:00 P.M. by the Honorable James E. Dyer, Mayor, who led the assembly in the Pledge of Allegiance to the Flag.

The Prayer was offered by Councilman John J. Esposito.

Roll Call was taken by City Clerk Elizabeth Crudginton, with the following members being recorded as:

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

ABSENT: - Council Member Zotos.

19 Members Present - 1 Member Absent - 1 Vacancy.

Council President McManus noted that Councilman Zotos was on vacation in Greece and that this was the first meeting he had missed in six years.

NOTICES AND ANNOUNCEMENTS BY MAYOR DYER

Mayor Dyer extended New Year Greetings to all the citizens of the City.

The Mayor noted that the 1987 Legislative Session will convene in Hartford on January 7, 1987. Also, Probate Judge Richard Nahley will be sworn in at City Hall on the same day.

On January 13th, the Chamber of Commerce will held an Eggs and Issues meeting with area legislators.

On January 19th City Hall will be closed in order to observe the Birthday of the Rev. Dr. Martin Luther King.

On January 21st, the Danbury JayCees will hold its 32nd Annual Awards Dinner.

On January 22nd Mayor Santinho Pacheco of Gouveia, Portugal will visit the City. There will be a dinner held in his honor on January 24, 1987 at Danbury High School

The Mayor extended birthday greetings to the following:

January 2 - Council Member Louis Charles
January 11- Council Member Mounir Farah
January 26- Council Member Bernard Gallo
January 26- Director of Public Works Basil Friscia.

STATE OF THE CITY ADDRESS BY MAYOR DYER

The Mayor stated that it was his honor and privilege to present the State of the City Address to the assembly. (A copy of the Address is attached hereto and made a part hereof).

CONSENT CALENDAR

Councilman Gallo submitted the following for the consent calendar:

03 - Resolution - Funding of Hazardous Waste Day.
05 - Ordinance - Housing Authority - Certificates of Occupancy
024- Communication - Elderly Tax Reimbursement.
025- Communication - Overtime Funds for the Fire Department.
026- Communication - Appointment of Independent Auditors.
037- Report - Danbury and the Education Enhancement Act.
038- Report - Conditions on East Lake Road.
039- Report - Charter Revision Commission - Request for Extension of Time.

- 042 - Report - 7 Brushy Hill Road.
- 043 - Report - Noise and Hearing Damage.
- 044 - Report - Acceptance of Contemporary Drive.
- 045 - Report - Pleasant Acres Homeowners Association.
- 047 - Report - Recreation/Cultural Bond Referendum.
- 049 - Report - Request for Water Extension to 100 Federal Road
- 052 - Report - Automation for Planning Commission.
- 053 - Report - Request for Automation for Zoning Commission.

Councilman Charles moved that the Consent Calendar be accepted as submitted. Seconded by Councilwoman McManus. Motion carried un-animously.

MINUTES - Minutes of the Common Council meeting held December 2, 1986.

A motion was made by Mr. DaSilva and seconded by Mr. Boynton to waive the reading of the Minutes as all members have copies and are on file in the Office of the City Clerk for public inspection and that the Minutes be accepted as submitted. The motion carried unanimously.

01 - COMMUNICATION - Appointment to the Third Ward Common Council vacancy.

Letter from Democratic Town Committee Chairman Mary Ann Doran submitting the name of John R. DeMille of 1 Candlewood Park to fill the Third Ward Vacancy on the Common Council.

Mrs. McManus made a motion to accept the communication and confirm the appointment. Seconded by Mr. Boynton. Motion carried un-animously.

Mr. DeMille then took the oath of office administered by Corporation Counsel Theodore Goldstein.

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.

Mrs. McManus referred the claims to the Corporation Counsel to report back in thirty days. Mayor Dyer so ordered.

03 - RESOLUTION - Funding of Hazardous Waste Day.

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.

The Resolution was adopted by the Common Council on the Consent Calendar.

04 - ORDINANCE - Amendment to Tax Credit for Elderly Homeowners.

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 (\$200.00) 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.

(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.). 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 12-219b to 12-129d, inclusive, sections 12-129h, 12-129i and sections 12-1280a 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.

(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 pro-rated 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 become 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.

(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 prededing 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.

Councilman Charles moved that this Ordinance be deferred for public hearing. Mayor Dyer so ordered.

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.

The Ordinance was adopted by the Common Council on the Consent Calendar.

06 - COMMUNICATION - Appointments to the Police Department.

Letter from Mayor James E. Dyer appointed the following as regular Danbury Police Officers pending satisfactory completion of Police Academy training and medical exams. The following will be effective upon swearing-in and pending results of stress test.

1. Michael Maroto
56 Pleasant Street
Danbury, Connecticut 06810
2. Peter Gantert
36 MacBean Drive
New Fairfield, Connecticut 06812
3. Robert Myles, III
71 Whisconier Road
Brookfield, Connecticut 06805

Mr. Godfrey motioned that the communication be accepted and the appointments confirmed. Seconded by Mr. Boynton. Motion carried unanimously.

07 - COMMUNICATION - Promotions within the Police Department.

Letter from Mayor James E. Dyer making the following promotions within the Police Department:

- Thomas Roman - Lieutenant
10 Waterbury Lane
Danbury, Connecticut 06811 Effective Feb. 7, 1987
- Joseph Fecarotta
10 Lakeview Drive
Danbury, Connecticut 06811 Effective January 12, 1987.

Mr. Gallo moved that the communication be accepted and the promotions confirmed. Seconded by Mrs. McManus. Motion carried unanimously.

08 - COMMUNICATION - Appointment to the Commission on the Handicapped - Withdrawn.

09 - COMMUNICATION - Appointment to the Housing Authority. Withdrawn.

010 - COMMUNICATION - Appointment to the Library Commission. Withdrawn.

011 - COMMUNICATION - Appointment to the Aviation Commission. Withdrawn.

012 - COMMUNICATION - Funds for Parking Lot at Jackson/Hanson Site.

Letter from Director of Planning Leonard Sedney asking that a lease with Stanley Appel for use of the Jackson-Hanson site for a parking lot be approved.

Mr. Gallo asked that this be referred to a committee. The Mayor ordered that the committee shall consist of Council Members DaSilva, Charles and Smith.

013 - COMMUNICATION - Offer of Easement to the City from Candlewood Valley Bus.

Letter from Mark Casagrande of the Candlewood Valley Bus Co. offering an Easement for an existing water main and fire hydrant on the property of Joseph and Norman Buzaid at 21 Jansen Street, Danbury.

Mr. Gallo asked that this be referred to the Director of Planning, the Planning Commission and the City Engineer for a report back in thirty days. Mayor Dyer so ordered.

014 - COMMUNICATION - Lease of Property at 403 Main Street for Welfare Department.

This item was combined with #055.

015 - COMMUNICATION - Affordable Housing Demonstration Project.

Letter from Paul Schierloh, Associate Director for Housing submitting preliminary recommendations for an Affordable Housing Demonstration Project.

Mr. Sollose asked that this be referred to committee. The Mayor ordered that the committee shall consist of Council Members Cassano, Torian and Farah and the Planning Commission.

016 - COMMUNICATION - Security at Low Income Housing Projects.

Letter from Council Member Stanford Smith asking for an appointment of an ad hoc committee to examine the status of the security for the low income housing projects to expedite the street crime unit.

Mrs. Butera asked that a committee be appointed to review this request. The Mayor ordered that the committee shall consist of Council Members Smith, Zotos and Sollose.

017 - COMMUNICATION - Water and Icing Problems on Kingswood Road.

Letter from C. Douglas Stram of 36 Kingswood Road seeking a permanent solution to the icing problems on Kingswood Road.

Mr. DaSilva asked that a committee be appointed to study this problem. The Mayor ordered that the committee shall consist of Council Members Enriquez, Johnson and Zotos.

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

Letter from Jack Schweitzer which attached letter from the State Department of Transportation offering this parcel to the City of Danbury for \$9,000.

Mrs. Butera asked that a committee be appointed to study this offer. Mayor Dyer ordered that the committee shall consist of Council Members Esposito, Butera and Flanagan.

019 - COMMUNICATION - Drainage Problems - 6A Barnum Road.

Letter from Mr. Dominick Sorrentino on behalf of his son, John, regarding drainage problems at 6A Barnum Road.

Mr. Hadley asked that a committee be appointed to review the problem. Mayor Dyer ordered that the committee shall consist of Council Members Eriquez, Johnson and Zotos.

020 - COMMUNICATION - Donation to the Department of Elderly Services.

Letter from Department of Elderly Services Director, Leo McIlrath asking the Common Council to approve the donation of a 45" Television from the Danbury Lions Club to the Department of Elderly Services.

Mr. Boynton moved to accept the communication and approve the receipt of the donation with thanks. Seconded by Mr. Charles. The motion carried unanimously.

021 - COMMUNICATION - Waiver of Bids for Pagers for the Volunteer Fire Companies.

Letter from Purchasing Agent Warren Platz asking waiver of bid for the City to purchase Minitor II pagers from Motorola Company.

Mr. Gallo made a motion that this item be combined with item 048 which is the report on the Waiver of Bids for Pagers for the Volunteer Fire Companies. Motion seconded by Mr. Boynton and carried unanimously.

REPORT - 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 (certification attached). These pagers are Motorola Minitor II, including a five 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.

Mr. Boynton made a motion to accept the request for waiver of bid and the report. Seconded by Mr. Godfrey. Motion carried unanimously.

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

Letter from Attorney Gary M. Bachryrcz on behalf of his client, Jose M. Nunes asking for acceptance of the above dedication.

Mr. Gallo asked that this be referred to the City Engineer and the Corporation Counsel for a report back in thirty days. Mayor Dyer so ordered.

023 - COMMUNICATION - Request for a Teen Center.

Letter from Jill M. Sperrazza of 17 Cannonball Drive, Danbury, asking for a teen center within the City.

Mrs. Butera asked that a committee be appointed to study this request. Mayor Dyer ordered that the committee shall consist of Council Members Philip, Hadley, Sollose and the Youth Commission.

024 - COMMUNICATION - Elderly Tax Reimbursement.

Letter from Dominic A. Setaro, Comptroller asking that \$7,370. be placed in the salary account of the Assessor's Office for additional workload created by the above program.

The communication was accepted and approved on the Consent Calendar by the Common Council.

025 - COMMUNICATION - Overtime Funds for the Fire Department

Letter from Police Chief Charles A. Monzillo requesting overtime funds for four men on fire watch during the working hours at the Danbury Fair Mall. (Certification attached).

The communication was accepted and approved on the Consent Calendar by the Common Council.

026 - COMMUNICATION - Appointment of Independent Auditors.

Letter from Dominic Setaro recommending the appointing of Ernst and Whinney to perform the city audit for the fiscal year ending June 30, 1987.

The communication was accepted and approved on the Consent Calendar by the Common Council.

027 - COMMUNICATION - Funds for the Fire Department Contract.

Letter from Manny Merullo, Director of Personnel stating that a panel of the State Board of Mediation and Arbitration made an Arbitration Award on the unresolved issues of contract negotiations between the City of Danbury and Local #801, Danbury Firefighters' Union. The agreement was attached, together with certification from Comptroller Dominic Setaro in the amount of \$280,027.10 from the Contingency Account and \$87,972.90 from the General Fund.

027 - continued:

Mr. Boynton made a motion to accept the communication and approve same. Seconded by Mr. Charles. The motion carried unanimously.

028 - COMMUNICATION - Request for funds to repair roof at Pembroke School.

Letter from Basil Friscia with attached letter from Robert Winkelstern requesting \$50,000 be made available from the contingency account to cover the cost of needed roof repairs at Pembroke School.

Mr. Eriquez asked if a certificate of funds was necessary. Mr. Setaro stated that it was and that he would certify same the following morning.

Mrs. McManus made a motion to accept the communication and authorize the transfer of funds pending certification. Mr. Boynton seconded and motion carried unanimously.

029 - COMMUNICATION - Request for extension of time for moratorium on sewer and water extensions to neighboring towns.

Letter from Mayor James E. Dyer requesting six month extension of the moratorium on sewer and water extensions to neighboring towns.

Mr. Gallo moved that the communication be accepted and the extension of time granted. Seconded by Mr. Charles. Motion carried unanimously.

030 - COMMUNICATION - Offer to the City to lease the Sears Building on Main Street.

Letter from the Goodfellow-Ashmore Agency offering the Main Street Sears Building as an office building, through lease.

Mr. Boynton referred this item to a committee. Mayor Dyer ordered that the committee shall consist of Council Members Boynton, Rotello and Godrey and the Planning Commission.

031 - COMMUNICATION - Petition for Tax Exemption for Planned Parenthood.

Letter from Karla Bernstein from the Planned Parenthood of Connecticut, Inc. asking for a tax-exemption for the non-profit agency regarding the new Danbury Fire Ordinance.

Mrs. McManus referred this to the Corporation Counsel for a report back in thirty days. Mayor Dyer so ordered.

032 - DEPARTMENT REPORTS

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

A motion was made by Mr. DaSilva and seconded by Mrs. McManus to dispense with the reading of the Department Reports as all members have copies which are on file in the Office of the City Clerk for public inspection. Reports to be accepted as submitted. Motion carried unanimously.

033 - REPORT - Downtown Redevelopment Project.

Council Member Gallo submitted the following report:

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 excavate 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~~ ^{saved} \$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.

Mr. Boynton made a motion to accept the report. Seconded by Mr. Charles.

Mr. Farah stated that he was on vacation when this meeting was held and it was his understanding that the meeting was to be held after the holidays, but he was satisfied that all questions had been asked by other Council Members.

Mayor Dyer stated that the Redevelopment Agency consists of a fine group of people. They are all professionals with solid reputations and they carry out their duties to the best of their ability. This applies to their staff also.

Mayor Dyer felt that the committee served to cease some of the rumors that had been circulating. No department will wilfully do anything improper. Mr. Setaro and the Purchasing Department followed everything within the letter of the law.

Mayor Dyer stated that he was appointing Council Member Bernard Gallo as a liasion to work with the Redevelopment Agency.

Mayor Dyer stated that Jack Sullivan will send Redevelopment minutes to all Council Members.

Motion to accept the report passed unanimously.

034 - REPORT - Request to Review Ambulance Service:

Mr. Torian submitted the following report:

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.

Mrs. McManus made a motion to accept the report.
Seconded by Mr. Boynton.

Mr. Setaro stated that we would be able to save on the purchase of the defibrillator if the City purchases the same through Danbury Hospital and would like the report amended to waive the bidding procedures.

Mrs. McManus made a motion to amend the report. Seconded by Mr. Boynton and passed unanimously.

035 - REPORT - Properties Review Board.

Mr. Setaro submitted the following 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.

Mrs. McManus made a motion that the report be accepted and the Board be appointed. Seconded by Mr. Gallo.

Mr. DaSilva made a motion to amend the report by adding at the end of the fifth paragraph the following sentence: "Services provided by employee/occupant would also be considered in determination of rental cost."

Mrs. McManus moved to accept the report as amended. Mr. Flanagan seconded. Motion to accept the amended report carried with Mr. Boynton voting in the negative.

Mr. Farah felt that rental property should be turned over to a private agency to handle.

Mr. Rotello expressed concern over long-term rentals going below market value.

Mr. Philip stated that it might be a problem for the Board to have to decide which employee should rent the property.

Mr. Godfrey stated that from an administrative law point of view there might be a problem with establishing the agency.

Mrs. McManus stated that city-owned property is already being rented to city employees, and that the Board would only be setting a format in the renting of these properties. The City requires police and fire personnel to live within the City. Salaries are not commensurate with the cost of living, so why not let city employees benefit. Also, employees will take better care of the property since it will be reported back to their employer.

Mr. Farah stated that this would be a subsidy to some employees and not to others.

Mrs. McManus asked Mr. Farah if he would vote against the Affordable Housing Project since it will benefit some people and not others. Mr. Farah replied that it would depend on how the project is presented.

Mr. Setaro stated that the committee was established because of a lease previously presented to the Council as there had been no guidelines established for renting city property. Council would still have to approve lease.

Mr. Eriquez stated that the Council should still retain control and look for people who will care for the property. He feels that a private agency should not handle the rental property.

Mr. Boynton said that the Mayor and/or his designee draws up the lease, with the approval of the Council. The mechanism is in place and there is no reason to tamper with it.

Mayor Dyer then called for a roll call vote:

The following members voted in the Affirmative: Johnson, Sollose, Philip, Hadley, Cassano, McManus, Gallo, Esposito, Butera, DaSilva, Eriquez, Smith and Torian. The following members voted in the negative: Godfrey, Flanagan, Rotello, Charles, Boynton and Farah. Mr. Demille abstained. Mr. Zotos was absent.

036 - REPORT - Reapportionment Committee.

Mr. Torian submitted the following report:

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.

Mrs. McManus moved to accept the report. Mr. Gallo seconded.

Mayor Dyer stated that he was appointed Mr. Esposito to replace Mrs. Torcaso.

Mr. Godfrey expressed his disappointment in the lack of progress on reapportionment. He noted that he had first called the issue to the attention of City leadership in 1985, and formally requested Council action in early 1986. Legal opinion on the Charter mandated standard of population was available in March, 1986. Since then, the committee needed census block data, which it has not obtained, and which is, and has been available, at HVCED. He called for fast action and a report by the February meeting of the Common Council.

The Mayor then called for a roll call vote, with the following members voting in the Affirmative: Johnson, Sollose, Philip, DeMille, Hadley, Rotello, Cassano, McManus, Gallo, Esposito, Charles, Boynton, Butera, DaSilva, Eriquez, Farah, Smith and Torian.

The following members voted in the negative: Godfrey and Flanagan. Mr. Zotos was absent.

037 - REPORT - Danbury and the Education Enhancement Act.

Mrs. McManus stated that 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 with 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.

The report was accepted on the Consent Calendar by the Common Council.

038 - REPORT - Conditions on East Lake Road.

Mr. Hadley submitted a report stating that 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 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 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.

The report was accepted on the Consent Calendar by the Common Council.

039 - REPORT - Charter Revision Commission - Request for Extension of Time.

Mrs. McManus submitted a report stating that the Common Council met as a committee of the whole on December 18 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.

The Report was accepted by the Common Council on the Consent Calendar.

040 - REPORT - Request from CACD Youth Services for funds.

Mr. Farah submitted a report stating that the Common Council Committee appointed to review the CACD Youth Center's request for \$31,000 met on December 22. 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.

Mr. Gallo made a motion that the report be accepted and the transfer of funds authorized. Seconded by Mr. Boynton. Motion carried unanimously.

041 - REPORT - Downtown Special Services Tax District.

Mr. Godfrey asked for a point of personal privilege and said that he would absent himself for reasons already explained.

Mrs. McManus submitted a report stating that 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 unanimously 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, and estimate of what the cost will be and to redraw or justify the boundaries of the district.

Mr. Gallo made a motion to accept the report. Mr. Torian seconded and the motion carried unanimously, with Mr. Godfrey absenting himself.

042 - REPORT - 7 Brushy Hill Road.

Mr. Rotello submitted a report stating that the Common Council committee appointed to review the request of the Planning Department concerning 7 Brushy Hill Road met on December 17, 1986. In attendance were Committee Members Rotello and 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 Mr. Rotello to have the Planning Commission make a recommendation on this proposal. Motion carried unanimously.

The report was accepted on the Consent Calendar by the Common Council.

043 - REPORT - Noise and Hearing Damage.

Mr. Hadley submitted the following report:

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.

044 - REPORT - Acceptance of Contemporary Drive.

Mr. Esposito submitted a report stating that the Common Council 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, Eriquez 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. Mr. Schweitzer will have the report from his office ready within the week. Upon hearing this, it was recommended to adjourn and meet again to finalize the report when the City Engineer has completed his work.

The Report was accepted by the Common Council on the Consent Calendar.

045 - REPORT - Pleasant Acres Homeowners Association.

Mr. Esposito submitted the following report:

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.

The Report was accepted by the Common Council on the Consent Calendar.

046 - REPORT - Request to discontinue traffic along Seventh Avenue.

Mr. Hadley submitted the following report:

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.

Mr. Charles made a motion to accept the report. Seconded by Mr. Philip. Motion passed with Mr. Farah abstaining.

047 - REPORT - Recreation/Cultural Bond Referendum.

Mr. Eriquez submitted the following report:

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.

The Report was accepted on the Consent Calendar by the Common Council.

048 - REPORT - Pagers for the Volunteer Fire Companies.

This item was acted on together with Item 021 previously stated herein.

049 - REPORT - Request for Extension of Water to 100 Federal Road.

Mr. Hadley submitted the following report:

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.

The Report was accepted on the Consent Calendar by the Common Council.

050 - REPORT - Request from DAWS for Funding of \$10,000.

Mr. Gallo submitted a report stating that 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.

Mr. Boynton made a motion to accept the report and authorize the transfer of funds. Seconded by Mrs. McManus. Motion carried unanimously.

051 - REPORT - Request for Progress Report on the Property Lease to DAWS.

Mr. Gallo submitted the following report:

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.

Mrs. McManus moved to accept the report. Seconded by Mrs. Butera.

Mr. Flanagan asked if the lease would come back to the Council for negotiation and asked if this would be a proper use for this property as it is in a residential neighborhood.

Mr. Boynton asked if this should be referred to the Properties Review Board.

The motion to accept the report passed unanimously.

052 - REPORT - Automation for the Planning Commission.

Mr. Gallo submitted a report stating that the committee appointed to review the request for automation for the Planning Commission met on December 16, 1986. 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 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 for \$1,602. out of his present budget to accommodate the printer.

The report was accepted by the Common Council on the Consent Calendar.

053 - REPORT - Request for Automation for Zoning Commission.

Mr. Gallo submitted a report stating that the committee appointed to review the request for automation for the Zoning Commission met on December 16, 1986. In attendance were Council Members Gallo and McManus. Council Member Flanagan was absent. Also present were Dominic Setaro, Russell Foti, Henry Schum and Mark Massoud from the Zoning Commission.

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.

The report was accepted by the Common Council on the Consent Calendar,

054 - REPORT - Request for New Police Radio System.

Councilman Philip submitted the following report:

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.

Mr. Gallo made a motion to accept the report and authorize the transfer of funds. Seconded by Mrs. Butera. Motion carried unanimously.

055 - REPORT - Lease of Property at 403 Main Street for Office Space for the Welfare Department.

Mr. Gallo made a motion to add this item to the agenda and to combine it with item 014. Seconded by Mrs. McManus. All in favor. Item becomes #055.

Mr. Cassano submitted the following report:

The committee appointed to consider the request of the Welfare Department to lease office space met on January 5, 1987 at 6:45 P.M. in Room 432 in City Hall. Present were Committee Members Anthony Cassano, Constance McManus and John Esposito. Also present were Director of Welfare Deborah MacKenzie, Assistant Corporation Counsel Laszlo Pinter, Comptroller Dominic Setaro and property owner Robert Botelho.

The committee reviewed the proposed lease and the positive recommendation of the Planning Commission (letter of January 5, 1987). The property is located at 403 Main Street (Units 1A, 1B and 2A) and consists of a total of approximately 2300 square feet. The annual rent starts at \$30,600. The lease is based on the calendar year and runs for four year (to December 31, 1990) with 2 option years with annual increases of approximately 5 percent. These terms were discussed as acceptable to the City administration. The estimated move-in time is mid-January, 1987.

Water and sewer charges were discussed. One bill is sent for the property. The lease specifies that one-half of the water and sewer taxes will be changed to the leasee (since the lease involves approximately half of the building). Mr. Pinter will consult with Mr. William Buckley on a possible clarification of this issue. The property has ~~14~~ parking spaces (including 2 handicapped) for the entire building. 14

Mr. Setaro raised the question of maintaining a liability insurance of not less than \$3,000,000. After discussion, Mr. Pinter agreed to check this out with Risk Manager Thomas Fabiano and arrive at terms agreeable to the landlord.

The cost for fiscal year 1986-87 is estimated at \$48,326 with the following breakdown:

\$16,795.	Rent
3,125.	Utilities
20,000.	Furniture, vault, etc.
5,906.	Special Police
2,500.	Telephone

Mrs. McManus moved that the committee recommend to the Common Council that the lease be approved contingent upon the Certificate of Occupancy, with the discussed amendments to the insurance coverage and the water and sewer charges. Also, that \$48,326. be appropriated for the move and lease. Mr. Esposito seconded and there was unanimous approval.

The meeting was adjourned at 7:30 P.M.

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 preceding 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 required 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.

8. 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.

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

* 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.

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 sub-paragraph 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.

preceding

(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. 1959) 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 price of Tenant's business in lieu of a rental increase, shall be cause of violation and breach of this lease.

056 - COMMUNICATION - Request from The IMS Group, Inc. to lease Tarrywile Park.

Mr. Gallo made a motion to add this communication to the agenda as item #056. Seconded by Mr. Boynton.

Mayor Dyer called for a roll call vote. The following members voted in the affirmative:

Council Members Johnson, Sollose, Philip, DeMille, Hadley, Rotello, Cassano, McManus, Gallo, Esposito, Charles, Boynton, Butera, Smith and Torian.

The following members voted in the negative:

Council Members Godfrey, Flanagan, DaSilva, Eriquez and Farah.

Council Member Zotos was absent.

The motion to add this item to the agenda carried with a vote of 15 affirmative - 5 negative.

Mr. Gallo asked that this be referred to a committee. The Mayor ordered that this committee shall consist of Council Members Hadley, Cassano, and DeMille.

057 - COMMUNICATION - Old Danbury Library Elevator - Revocable License to Thomas A. Settle, Inc.

Mr. Gallo made a motion to add this item to the agenda as #057. Seconded by Mr. Boynton. Mr. Eriquez absented himself from this vote. The motion carried unanimously.

Mr. Gallo asked that a committee be appointed to study this request. The Mayor ordered that the committee shall consist of Council Members Philip, DeMille and Flanagan.

058 - COMMUNICATION - Appointment of Library Director.

Mr. Gallo made a motion to place this item on the agenda as #058. Seconded by Mr. Godrey. Motion carried unanimously.

Letter from Mayor James E. Dyer appointing Elizabeth Lyke as the Library Director, effective February 2, 1987.

Mr. Farah made a motion to accept the communication and approve the appointment. Seconded by Mr. Gallo. Motion carried unanimously.

059 - COMMUNICATION - Request to review bonding procedures.

Mr. Gallo moved to add this item to the agenda as item #059. Seconded by Mr. Boynton. Motion carried unanimously.

Letter from Councilman Donald Sollose asking for a committee to review bonding procedures in the City in light of the problems the City has experienced at Pembroke School with regard to the surety being bankrupt.

Mr. Gallo asked that a committee be appointed to review this request.

Mayor Dyer ordered that the Committee shall consist of Council Members Esposito, Gallo and McManus.

The mayor stated that he would extend all committees that had not completed their work.

Mayor Dyer appointed Councilman Cassano to replace Mrs. Torcaso on the Spanish Learning Center committee.

There were no members of the public wishing to address the Common Council.

There being no further business to come before the Common Council a motion was made by Councilman Godfrey to adjourn at 10:30 P.M.

Respectfully submitted,

Jimmie L. Samaha
JIMMETTA L. SAMAHA

Assistant City Clerk

ATTEST:

Elizabeth Crudginton
Elizabeth Crudginton
City Clerk