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A special meeting of the Board of Representatives was held at the Burdick Junior High School on Wednesday, October 18, 1950, at 8 p.m. The meeting was called to order by the president, Mr. Samuel F. Pierson.

The President read the call which was dated October 13, 1950, and announced that the call was mailed in the Town Hall mail box at 3:15 p.m. on October 13, 1950. The call was as follows:

"There will be a special meeting of the Board of Representatives on Wednesday, October 18, 1950, in the Library of the Burdick Junior High School, Forest Street, Stamford, at 8:00 P.M., for the purpose of acting on the proposed lease between the City of Stamford and Francis D. Sweeney for that parcel of land and building on Summer Street to be used by the Health Department of the City of Stamford.

SAMUEL F. PIERSON, President,  
Board of Representatives."

Roll Call was taken with the result of 24 present and 16 absent. Daniel Miller, 16th District, arrived shortly after the meeting was called to order, making the totals 25 present, 15 absent, as indicated on the attached attendance sheet.

Joseph Zdanowicz, 13th District, MOVED John Cameron be appointed acting clerk in the absence of Habette S. Ransohoff, seconded by Edward Hogan, 19th District.

Michael Wofsey, 1st District, MOVED that nominations be closed, seconded and CARRIED.

The nomination of John Cameron as acting clerk was PUT and CARRIED.

Mr. Pierson read the lease to the Board in full. An extract, particularly of additional clauses which are not in a standard lease form, is as follows:

The lease between Francis D. Sweeney and the City of Stamford is to include "all that certain parcel and tract of land together with the buildings thereon, situated in Stamford, Connecticut and known and designated as two (2) George Mackee on a certain map entitled 'Property of Florence Francis, Stamford, Connecticut' which map is on file in the office of the Town Clerk of said Stamford and therein number 698; excepting therefrom a portion of the premises taken in the widening of Summer Street, to be used by the Health Department of the City of Stamford for offices and the parking of automobiles by the employees of said Department, for the term of two (2) years from the first day of November A.D. 1950, for the annual rent of Thirty-Six Hundred (3600) dollars payable in monthly payments of Three Hundred (300) Dollars each, to wit: on the first day of each and every month in advance.....

"Provided, however, and it is further agreed that if the said rent shall remain unpaid twenty (20) days after the same shall become payable as aforesaid, or if the said Lessee shall assign this lease or underlet or otherwise dispose of the whole or any part of said demised premises.....without the consent of the Lessor in writing.....the Lease shall thereupon.....expire and terminate.....

"Lessee has the right and privilege to renew this lease for an additional period of one (1) year upon giving at least sixty (60) days notice prior to the termination of this lease of its intention so to do, and may again renew said lease for two (2) additional periods of one (1) year each following the termination of the first extension by giving at least sixty (60) days notice prior to the termination of each renewal of its intention so to do, it being understood that said renewals, if exercised by Lessee, are continuous; said renewals to be at the same rental and terms as provided herein, but in no event shall the term extend more

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than five (5) years from the date of the commencement of this lease.

"It is further understood and agreed that the Lessee is to provide its own heat and light, but the Lessor is to keep in repair the heating and lighting system. In addition, the Lessor is to make all structural outside repairs."

Mr. Pierson asked Mr. Wise if he examined the lease and was satisfied that the property described therein was the one to be leased. Mr. Wise said the maps mentioned were examined and the description was correct. He added that we might include "known as 510 Summer Street" to the description.

Michael Wofsey, Chairman of the Legislative & Rules Committee, said he examined the lease insofar as the clauses which were not standard were concerned, and felt they were in order.

Daniel Miller, 16th District, MOVED the lease be approved, seconded by George Connors, 10th District.

James Mulreed, 4th District, said he opposed the original appropriation and recommended the defeat of the motion-first, because in a ten year period, at \$300.00 a month rental, we would have paid to the landlord more than he paid, recently, for the property. Second, when the Appraisals Committee of the Realty Board reported to us on a fair rental, they did not, in so doing, express their opinion that it was a suitable site for a Health Department, or that it was good business on the part of the City to pay that rental. He feared that if we continued to lease sections or locations in the City for the various City departments, we would postpone having a municipal building which would house all City departments. He considered the lease poor economy in the opinion that we will be much better off to use the money approved by this Board as a payment on the premises and at least then, at the expiration of ten years we would have a piece of property to show for our expenditure rather than a bunch of rent receipts

Louise Seeley, 1st District, also spoke in opposition to the motion, failing to see anywhere in the Charter the slightest justification for this Board or the Board of Finance to approve the terms of a lease of land from other people. There is a very distinct provision for the leasing of City property to other people but when the appropriation has once been made by the appropriating body, from there on it is the job of the administrative department to take care of the lease. Appropriating the money is all this Board has the right to do. She said she did not like the place where the Board of Health is now quartered, and did not know if the new place would be any better. She said the records of the Town Clerk were checked and it was found that the property was purchased on June 30th by Mr. Sweeney. That was, however, when the final step was taken. She did not know when the contract was drawn. The first letter on the subject came through on May 25th, and there was additional correspondence prior to June 30th including a letter from the Mayor dated June 21st. She said she did not feel it was good municipal business, and she would therefore vote against it.

Corporation Counsel Wise explained to the Board that when the subject matter was presented to him, he received a copy of a letter addressed to the Mayor from the president of this Board dated October 6, 1950 which enumerated the specific items of the appropriation, and also contained a notation that "It was noted the Planning Board, in its recommendation of August 1, 1950, submitted the recommendations of the Municipal Projects Appraisal Committee which should be considered in the drawing up of the proposed lease." He said in checking further he found the Appraisals Committee in their letter of August 1, 1950 listed ten different items of repair which they thought should be desirable prior to the leasing, such repair to be by the owner and included checking of electrical, plumbing and heating systems, roof, exterior of building, repairing garage and plaster where needed,

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cleaning grounds, carpentry repairs where needed and installation of new electrical fixtures, except special fixtures needed by proposed tenant's occupancy. He said he met with Mr. Buckley, who represents Mr. Sweeney, and showed him a copy of the letter explaining it was his understanding that he was to attempt to have the conditions incorporated in the lease. Mr. Buckley, Mr. Wise said, refused to do so. Mr. Wise continued that when the lease, prepared by Mr. Buckley was sent to him, he immediately turned it over to the Mayor, and included in his letter this notation: "You will note that the items for repair suggested by the Planning Board are omitted because the owner now feels that it is up to the City to fix the various items. I met with Mr. Buckley, attorney for the owner, and he so informed me."

Mr. Pierson asked Mr. Wise whether this Board need take action on leases.

Mr. Wise: "I believe that where the City is going to lease property not owned by the City; that when an authorization is given to enter into a lease and an appropriation made for the amount involved, thereafter the consumation is an administrative act and is up to the head of the department to negotiate. The only difference I take with Mrs. Seeley is that in enacting this appropriation, it says the appropriation was approved subject to the approval of a satisfactory lease by the Board, and it did seem to me a conditional approval."

Michael Lauren, 3rd District, spoke regarding the parking problem at the new location. He MOVED the lease be amended to read "...and the parking of automobiles by the employees of said Department and patients thereof", instead of "... and the parking of automobiles by the employees of said Department", duly seconded.

The amendment was accepted by Daniel Miller and George Connors.

John Cameron, 20th District, MOVED we hear Mr. Sweeney on the matter, seconded and CARRIED.

Mr. Sweeney spoke regarding the time element in the purchase of the property and the negotiation for leasing it to the Health Department. He said he was first approached to purchase the property about a year ago, but did not sign the contract with Mr. Hewitt until about the first of April. Mr. Hewitt then wanted 60 days to transfer title. "If you recall", he said "right after we took contract to the property, there was an announcement in the papers that the new health center wasn't going to go through. I had talked to several doctors about renting space in the building across the street and the thought came to me that here was a place set up by Dr. Hewitt and an office which had a very fine lay-out on the north side, and thought it would be an ideal location for the new health center." He said he then went to see Mayor Barrett who referred him to Dr. Brown. He said he talked it over with Dr. Brown, and later was asked to submit his recommendation in letter form, not knowing it would take "from April to October to get it through". He continued that he had done a lot of work on the premises and that Dr. Brown was very enthusiastic.

Mr. Mulreed: What, in your opinion, will be the amount of money which must be expended by the City in further improvements to the property if we were to occupy it more than one year?

Mr. Sweeney: The floors are hardwood, so I don't anticipate any further expenditures.

Mr. Wofsey: How about the items in the Planning Board suggestions?

Mr. Sweeney: The only plaster that is down was done recently when a nearby building was struck by lightning. That is now being fixed.

Mr. Wofsey: Dr. Brown, are the items of the Planning Board covered in your budget request?

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Dr. Brown: No, except the lighting fixtures that are going to be added.

Mr. Wofsey: How about the inspections?

Dr. Brown: I feel it is the lessor's problem to see that it is rentable.

Mr. Mulreed: Isn't it true that the approval of the \$300 rental is conditional upon the recommendations being carried out?

Mr. Pierson: The Municipal Projects Appraisals Committee said these inspections would be "desirable" before leasing.

Dr. Brown: I think the inspections should be done by the landlord.

Mr. Sutherland: It was my impression that Mr. Sweeney agreed to go along with any terms of the Real Estate Board. I would like to ask Mr. Sweeney why he objected to including the items being put in the lease?

Mr. Sweeney: I never heard or saw the recommendations of the Real Estate Board until tonight.

Mr. Sutherland: I amend the original motion to include the recommendation.

John Cameron, 20th District, speaking on the matter said he hadn't been able to see where we had a right to approve the lease. He thought the normal way to handle these repairs was to see that they were done before the property was leased. He foresaw difficulties if we attempted to draw leases by a series of amendments in a meeting. He pointed out that we already had one amendment, and now another was proposed.

Dr. Brown said it was his understanding that the heating system had been checked, and also the water piping. He pointed out that external repairs would be on the part of the lessor. The floor covering, however, was for the protection of the property and also for the protection of the City. He noted that floors could be taken care of a good deal easier with linoleum than if they were of hard wood. He said he did not think it was the lessors job to put on the linoleum when he had perfectly good floors. He thought that the terms of the Realty Board were well carried out, except for fixing the roof on the garage and taking down the fences so cars could park. Mr. Sweeney would take care of those, he said.

Mrs. Peatt: Will they have to install fire escapes?

Dr. Brown: No.

Dr. Brown also pointed out to the Board that it had not been noted that he received a registered letter from the landlord of the present building asking them to vacate on the 31st of October or sign a lease as of April 1st.

Mr. Mulreed: When did the present lease expire?

Dr. Brown: April 1st.

Mr. Mulreed: Why was no action taken then?

Dr. Brown: If you will remember, I had a new health center in the capital budget. As soon as that was thrown out I started to look for larger quarters.

Mrs. Clarke: Do you consider these new quarters adequate?

Dr. Brown: I do. I don't know whether it is in the province of the Realty Board to decide whether a piece of property is suited for a health department. I think the head of a health department



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knows what is good for a health department.

Mr. Corkran: Are your present quarters inadequate?

Dr. Brown: Very much so. There are 960 square feet as against some 2700 square feet in the new building.

Mr. Mulreed: My remarks were that the Realty Board in setting \$300.00 a month as a fair rental did not take into consideration whether or not that was the proper place for the health department. I didn't say it was within their province. I don't want this Board to consider in approving that figure, the Realtors thought that was the proper place.

Mrs. Peatt: How many cars can be parked?

Dr. Brown: At least six in the back of the building, two in the garage, and probably four in the driveway.

Mr. Wofsey: How many cars would you ordinarily need to be parked in that area?

Dr. Brown: The highest amount would be two.

Mrs. Peatt: The driveway is very narrow and if a car is parked it would have to be moved to get in or out.

Mr. Mulreed: I believe you have a certain number of cars in the health department. How many?

Dr. Brown: Twelve.

Mr. Mulreed: Where do you park these cars when they make a visit to the health center? You have room in the garage for two cars. They can't get out if there is someone parked in the driveway. Therefore, all you have is room for one car and as many more as park in the driveway.

Dr. Brown: In almost any parking lot you have to move your car to get out of the parking lot.

A short discussion followed as to parking in the front of the building by patients who visit the department.

Michael Laureno, 3rd District, remarked on the flow of water. He noted there was no mention of the plumbing responsibility if the flow was not satisfactory.

Mr. Sweeney said there had been new pipes installed and the flow of water had been checked by Doctor Brown and was very good.

Mr. Wofsey: Do you have any objection to including the plumbing system in the lease?

Mr. Sweeney: We can include the plumbing that is in there now, but not the one they would put in.

Michael Wofsey, 1st District, MOVED the motion be amended to include that plumbing be included in the lease and that the wording "...but the Lessor is to keep in repair the heating and lighting system", be changed to read "...but the Lessor is to keep in repair the heating and lighting system and existing plumbing on said premises", seconded by George Connors, 10th District.

Mr. Wofsey thought since we had the lease before us for action we should make these necessary changes. Otherwise the lease should go back to the Mayor.

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Louise Seeley, 1st District, said she had no objection to the renting of the property, but she was voting against it because it sets back Dr. Brown's objective of a first class health center.

Corporation Counsel Wise noted that the default clause was an error. It should have been "thirty days" instead of "twenty days". This was brought to his attention by the lessor.

The motion that the lease be approved with the amendments that the wording "...to be used by the Health Department of the City of Stamford for offices and the parking of automobiles by the employees of said Department and patients thereof" and "...but the Lessor is to keep in repair the heating and lighting system and existing plumbing on the premises" be included, was PUT and CARRIED by a vote of 21 in favor and 4 opposed.

James Mulreed, 4th District, requested a record vote and those opposed were recorded as:

James Mulreed  
Louise Seeley  
George Lockwood  
Helen Bromley

Mr. Pierson announced that the next regular meeting would fall on the day before election, and felt it was inopportune. He asked if the Board would consider changing the date to the next week.

Hilda Clarke, 17th District, MOVED the next regular meeting of the Board be held on Monday, November 13, 1950, seconded by Helen Featt, 16th District, and CARRIED.

Mr. Pierson then announced that the Steering Committee would therefore meet on the Wednesday prior to the meeting since the Tuesday would be election day.

James Mulreed, 4th District, MOVED the meeting be adjourned, seconded by Hunt Sutherland, 17th District, and CARRIED.

The meeting was adjourned at 9:10 p.m.

Respectfully submitted,  
JOHN CAMERON, Acting Clerk