

COMMON COUNCIL MEETING

SEPTEMBER 6, 1989

Meeting to be called to order at 8:00 P.M. by Mayor Sauer

PLEDGE OF ALLEGIANCE

PRAYER

ROLL CALL

Bourne, Connell, Gallo, Moran, Renz, Esposito, Farah, Flanagan,
Zotos, Cresci, Nimmons, Fazio, Shaw, Cassano, Charles, Bundy,
Butera, Danise, DaSilva, Eriquez, Regan

19

Present

2

Absent

CONSENT CALENDAR

The Consent Calendar was presented by

MINUTES of the Common Council Meeting held August 1, 1989 and the
Special Common Council Meeting held August 15, 1989.
The Minutes were

- ✓1 ORDINANCE - Appropriations and bonding for improvements to the
Wastewater Treatment System
The Ordinance was
- ✓2 RESOLUTION - Commerce Park Crossing
The Resolution was
- ✓3 RESOLUTION - Tax Abatement - Beaver Street Apartments
The Resolution was
- ✓4 RESOLUTION - Grant from the Center for Environmental Health
The Resolution was
- ✓5 COMMUNICATION - Appointments to the Cultural Commission
The Appointments were
- ✓6 COMMUNICATION - Appointments to the Constables Association
The Communication was
- ✓7 COMMUNICATION - Appointment to the Lake Kenosia Commission
The Communication was
- ✓8 COMMUNICATION - Special Police Officers - Housing Authority
Projects
The Communication was
- ✓9 COMMUNICATION - Donation to the Department of Elderly Services
The Communication was
- ✓10 COMMUNICATION - Donation to the Department of Elderly Services
The Communication was
- ✓11 COMMUNICATION - Donation to the Library
The Communication was

- ✓12 COMMUNICATION - Donation of Computer Paper
The Communication was

- ✓13 COMMUNICATION - Request for increase in Town Clerk's Salary
The Communication was

- ✓14 COMMUNICATION - Request for Funds for Playgrounds
The Communication was

- ✓15 COMMUNICATION & CERTIFICATION - Request for Additional Funds -
Employee Benefits
The Communication and Certification were

- ✓16 COMMUNICATION - Request for Supplemental 1989-90 School Board
Budget Allocation
The Communication was

- ✓17 COMMUNICATION & CERTIFICATION - Request for Funds to pay tax bill
owed to New Fairfield
The Communication and Certification were

- ✓18 COMMUNICATION & CERTIFICATION - Request for additional funds for
Purchase of Aerial Ladder
The Communication & Certification were

- 19 COMMUNICATION - FCI Sewer Line Transfer
The Communication was

- ✓20 COMMUNICATION - Sublease Agreement with Danbury Hospital for Office
Space at 23-25 Orchard Street
The Communication was

- ✓21 COMMUNICATION - Renovations to the Wastewater Treatment Plant
Property Acquisitions
The Communication was

- ✓22 COMMUNICATION - Hatters Yard Utility Connection Fees
The Communication was

- ✓23 COMMUNICATION - Boulevard Drive
The Communication was

- ✓24 COMMUNICATION - Shannon Ridge and Fairlawn Avenue Sewer Extensions
The Communication was

- ✓25 COMMUNICATION - Redevelopment Agency of the City of Danbury v. Hat
City Marketplace
The Communication was

- ✓26 COMMUNICATION - Request for reconsideration of Traffic Light at the
Intersection of Route 39 and King Street
The Communication was

- ✓27 COMMUNICATION - Request for Task Force to make recommendations to
the Board of Education
The Communication was

- ✓ 28 COMMUNICATION - Pac v. City of Danbury
The Communication was

- ✓ 29 COMMUNICATION - Sale of Property on Maple Avenue
The Communication was

- ✓ 30 COMMUNICATION - Change to Section 16A-31(b) "Temporary Permits"
The Communication was

- ✓ 31 COMMUNICATION - Josephine Martin Easement - Route 37
The Communication was

- ✓ 32 COMMUNICATION - State Reimbursement on Educational Costs
The Communication was

- ✓ 33 COMMUNICATION - Report from Corporation Counsel on Grenier Tax
Delinquency
The Communication was

- ✓ 34 COMMUNICATION - Water Pollution Control Authority
The Communication was

- ✓ 35 COMMUNICATION & REPORT - Agreement between the Parking Authority
and the City regarding the Parking Garage Referendum

- ✓ 36 COMMUNICATION - Report from Planning Director on Farview Avenue -
Change of Name
The Communication was

- ✓ 37 COMMUNICATION - Petition for Sewer Extension - Abbott Street
The Communication was

- ✓ 38 DEPARTMENT REPORTS - Health, Public Works, Parks and Recreation,
Police, Fire Chief, Fire Marshall, Building
The Reports were

- ✓ 39 REPORT & COMMUNICATION - Acceptance of Centennial Drive
The Report and Communication were

- ✓ 40 REPORT - Renumbering of South Street
The Report was

- ✓ 41 REPORT - Neighborhood Assistance Act
The Report was

- ✓ 42 REPORT - Request for additional funding for the Board of Education
The Report was

- ✓ 43 REPORT - Interweave Grant
The report was

- ✓ 44 REPORT - Appointment of Alternate to the Environmental Impact
Commission
The Report was

✓ 45 REPORT - Unexpended Per Capita Grant Funds
The Report was

✓ 46 REPORT - Proposed Ice Skating Rink
The Report was

✓ 47 PROGRESS REPORT - Alternate Site for CACD Daycare Center
The Progress Report was

✓ 48 PROGRESS REPORT - Request for Sewer Extensions - Farview Avenue
and Smith Street
The Progress Report was

✓ 49 PROGRESS REPORT - Traffic Control Signal at Lee Mac Avenue and
Triangle Street
The Progress Report was

✓ 50 REPORT - Request for Water Extension - 99 Federal Road
The Report was

PUBLIC SPEAKING

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

CONSENT CALENDAR

September 6, 1989

- 2 - Resolution - Commerce Park Crossing
- 3 - Resolution - Tax Abatement - Beaver Street Apartments
- 4 - Resolution - Grant from the Center for Environmental Health
- 5 - Communication - Appointments to the Cultural Commission
- 6 - Communication - Appointments to the Constables Association
- 7 - Communication - Appointment to the Lake Kenosia Commission
- 8 - Communication - Special Police Officers - Housing Authority
- 17 - Communication & Certification - Request for Funds to pay Tax Bill
- 33 - Communication - Report from Corporation Counsel on Grenier Tax Delinquency
- 36 - Communication - Report from Planning Director on Farview Avenue Change of Name
- 42 - Report - Request for additional Funding for the Board of Education
- 44 - Report - Appointment of Alternate to the Environmental Impact Commission
- 46 - Report - Proposed Ice Skating Rink
- 47 - Progress Report - Alternate Site for CACD Daycare Center
- 48 - Progress Report - Request for Sewer Extensions - Farview Avenue and Smith Street
- 49 - Progress Report - Traffic Control Signal at Lee Mac Avenue and Triangle Street
- 50 - Report - Request for Water Extension - 99 Federal Road

To Add #51 For lead

COMMON COUNCIL - ROLL CALL

<u>NAME</u>	<u>YES</u>	<u>NO</u>
LOVIE D. BOURNE		✓
BARRY J. CONNELL		✓
BERNARD P. GALLO		
HANK S. MORAN		✓
GARY D. RENZ		✓
JOHN J. ESPOSITO	✓	
MOUNIR A. FARAH		✓
STEPHEN T. FLANAGAN	✓	
NICHOLAS ZOTOS	✓	
ARTHUR T. CRESCI	✓	
JAMES E. NIMMONS, JR.		✓
MICHAEL S. FAZIO		✓
WILLIAM H. SHAW		
ANTHONY J. CASSANO		✓
LOUIS T. CHARLES	✓	
ROGER M. BUNDY		✓
JANET BUTERA		✓
MARI ANN DANISE		✓
JOSEPH DaSILVA	✓	
GENE F. ERIQUEZ	✓	
ARTHUR D. REGAN	✓	

8

11

10/3/5
Amended

COMMON COUNCIL - ROLL CALL

NAME	YES	NO
LOVIE D. BOURNE		✓
BARRY J. CONNELL		✓
BERNARD P. GALLO		
HANK S. MORAN		✓
GARY D. RENZ		✓
JOHN J. ESPOSITO	✓	
MOUNIR A. FARAH	✓	
STEPHEN T. FLANAGAN		✓
NICHOLAS ZOTOS	✓ as per	
ARTHUR T. CRESCI		
JAMES E. NIMMONS, JR.		✓
MICHAEL S. FAZIO		✓
WILLIAM H. SHAW		
ANTHONY J. CASSANO	✓	
LOUIS T. CHARLES	✓	
ROGER M. BUNDY		✓
JANET BUTERA		✓
MARI ANN DANISE		✓
JOSEPH DaSILVA	✓	
GENE F. ERIQUEZ		✓
ARTHUR D. REGAN		✓

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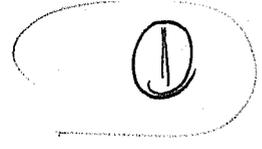
#35
read by Bundy
Eriquez

Motion made
by

2/3 vote

COMMON COUNCIL - ROLL CALL

<u>NAME</u>	<u>YES</u>	<u>NO</u>
LOVIE D. BOURNE		
BARRY J. CONNELL		
BERNARD P. GALLO		
HANK S. MORAN		
GARY D. RENZ		
JOHN J. ESPOSITO		
MOUNIR A. FARAH		
STEPHEN T. FLANAGAN		
NICHOLAS ZOTOS		
ARTHUR T. CRESCI		
JAMES E. NIMMONS, JR.		
MICHAEL S. FAZIO		
WILLIAM H. SHAW		
ANTHONY J. CASSANO		
LOUIS T. CHARLES		
ROGER M. BUNDY		
JANET BUTERA		
MARI ANN DANISE		
JOSEPH DaSILVA		
GENE F. ERIQUEZ		
ARTHUR D. REGAN		



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

ROBERT T. RESHA
CORPORATION COUNSEL

PLEASE REPLY TO:

ERIC L. GOTTSCHALK
LASZLO L. PINTER
JOHN JOWDY
GEORGE S. SAKELLARES
ASSISTANT CORPORATION
COUNSEL

August 28, 1989

DANBURY, CT 06810

Hon. Joseph H. Sauer, Jr., Mayor
Hon. Members of the Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut

Re: Appropriations and bonding for improvements to the
Wastewater Treatment System

Dear Mayor and Council Members:

Please find enclosed materials prepared by Attorney Frank D'Ercole for your consideration in connection with the above. As you know, the proposed Modification to the Stipulated Judgement between the City of Danbury and the State of Connecticut forwarded to you as an attachment to my letter of August 21, 1989 requires that, "Not later than October 30, 1989, the Common Council of the City of Danbury shall appropriate moneys...in an amount sufficient to undertake and complete the water pollution control project approved by the Commissioner of Environmental Protection...." See paragraph 6 on page 4 of the proposed Modification. Mr. D'Ercole's proposed ordinance is intended to comply with that requirement.

In order to assure that your actions are taken in the proper sequence, Mr. D'Ercole's proposed ordinance may now be sent to committee or to public hearing; however, it should not be approved until the Modification to the Stipulated Judgment has been acted upon by the court.

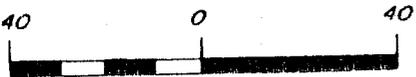
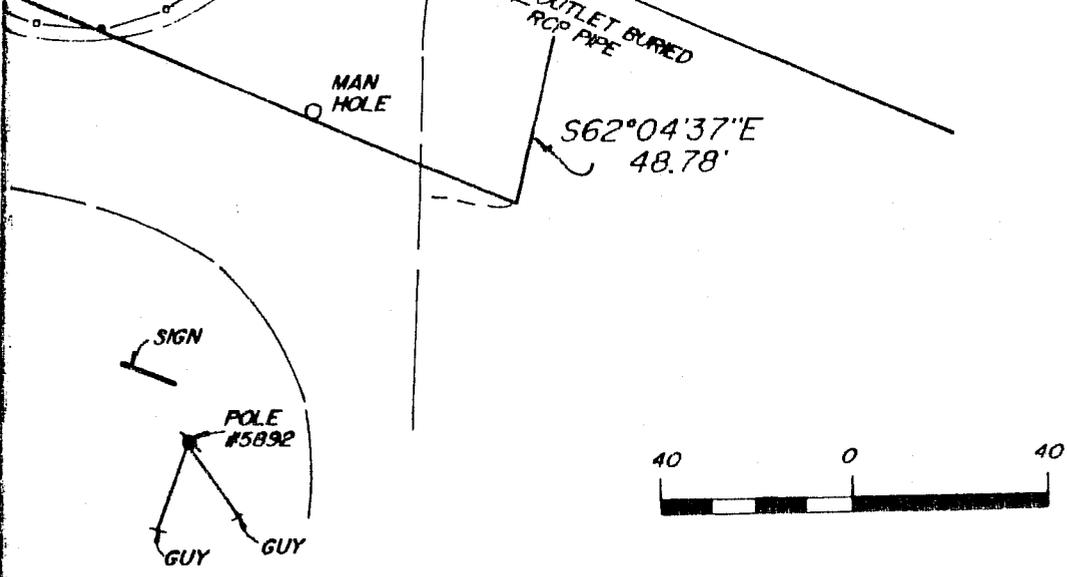
If you have any questions please contact me.

Sincerely,

Eric L. Gottschalk
Assistant Corporation Counsel

ELG:r

Attachment



PROPOSED 'TAKING' MAP
EAGLE ROAD CONNECTOR
 DANBURY, CONNECTICUT

Scale:
 1"=40'

Area:
 AS SHOWN

Zone: CG-20
 8 16-80

Date:
 May 4, 1989

Revisions

I HEREBY CERTIFY THAT THIS MAP AND SURVEY WERE PREPARED IN ACCORDANCE WITH THE STANDARDS OF A CLASS A-2 SURVEY AS DEFINED IN THE CODE OF PRACTICE FOR STANDARDS OF ACCURACY OF SURVEYS AND MAPS, ADOPTED DECEMBER 10, 1975 AS AMENDED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC.

NEW ENGLAND LAND SURVEYING, P.C.
 DANBURY EXECUTIVE TOWER-30 MAIN ST.-DANBURY, CONN.
Robert M. Bennison
 ROBERT M. BENNISON, L.S. #12964

Job No.
 261



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RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Common Council has allocated funds for the construction of a Commerce Park Crossing; and

WHEREAS, this project will oblige the City of Danbury to acquire interest in and to real property as hereinafter set forth; and

WHEREAS, a prior resolution approving the acquisition of certain properties was approved on February 7, 1989; and

WHEREAS, property in addition to that earlier referenced will be necessary to accomplish the purposes hereof; and

WHEREAS, said additional property is shown and designated on a certain map entitled "Proposed 'Taking' Map Eagle Road Connector Danbury, Connecticut" dated May 4, 1989; and

WHEREAS, eminent domain proceedings will be necessary if the City of Danbury cannot agree with the several owners hereinafter named upon the amount, if any, to be paid for the respective interests of each to be taken in and to the real property as hereinafter set forth;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF DANBURY THAT the Corporation Counsel of the City of Danbury is hereby authorized to acquire the property interests as hereinafter set forth either by negotiation or by eminent domain through the institution of suits with respect to the following properties and owners thereof, their successors and assigns and their respective mortgage holders, if any, the affected properties being indicated by the legal descriptions and schedule annexed hereto.

RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT



A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, it is desirable and in the public interest that the City of Danbury abate taxes under Section 8-215, Connecticut General Statutes, as amended, on the property owned by Beaver Street Apartments, Inc. located at Beaver Street and Rose Street in Danbury, known as Beaver Street Apartments; and

WHEREAS, the City of Danbury has approved abatement of up to 100% of the real property taxes on the subject property by resolution of the Common Council of the City of Danbury, adopted on October 3, 1973, and has executed a Tax Abatement Contract with Beaver Street Apartments (9-25-73) and a Tax Abatement Assistance Agreement with the State of Connecticut on September 30, 1973; and

WHEREAS, it is necessary to modify the aforesaid Tax Abatement Assistance Agreement with the State of Connecticut to reflect a revised tax assessment on the subject property of \$2,257,000.00; and

WHEREAS, it has been determined that the amount of taxes to be abated on the subject property is \$31,500 for the Grand List of October 1, 1988;

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

1. That the City of Danbury hereby abates up to one hundred percent of the ad valorem taxes applicable to the property described above for a period of not more than forty (40) consecutive years;
2. That the Mayor of the City of Danbury is hereby authorized, directed and empowered in the name of and on behalf of the City of Danbury to execute the Tax Abatement Contract described above and to execute any amendments, revisions and recisions of said contract in the name of and on behalf of the City of Danbury;
3. That the real property taxes abated on the subject property are \$31,500 for the Grand List of October 1, 1988;
4. That the Tax Collector of the City of Danbury is hereby directed and empowered to list the total amount of the said lawful abatement into the Rate Book and other records and files, together with the name of the owner against whom such tax, so abated, was levied and the reason for such abatement, and the Tax Collector is further directed to record these facts in his Annual Report in accordance with the provisions of Section 12-167 of the Connecticut General Statutes, as amended;
5. That the Tax Collector of the City of Danbury is also directed to immediately file a certified statement as evidence of said abatement with the Commissioner of the Department of Housing;
6. That the Tax Collector of the City of Danbury is also directed to refund all tax payments received from Beaver Street Apartments, Inc. or its representatives in connection herewith to the extent that said funds are reimbursable by the State of Connecticut through its Department of Housing.

SCHEDULE OF PROPERTY OWNERS & PROPOSED 'TAKE' PARCELS

PARCEL 'AR'	35,540 S.F. - 0.816 AC.	MACK / CERUZZI PROPERTIES, INC.
PARCEL 'B'	10,508 S.F. - 0.241 AC.	
	<u>46,048 S.F. - 1.057 AC. = TOTAL</u>	
PARCEL 'CR'	10,446 S.F. - 0.240 AC.	FEDERAL WELDING SERVICE, INC.
PARCEL 'CR-1'	978 S.F. - 0.022 AC.	
	<u>11,424 S.F. - 0.262 AC. = TOTAL</u>	
PARCEL 'D'	2,143 S.F. - 0.049 AC.	ALBERT J. JOWDY
PARCEL 'D-1'	4,937 S.F. - 0.113 AC.	
	<u>7,080 S.F. - 0.162 AC. = TOTAL</u>	
PARCEL 'E'	2,380 S.F. - 0.055 AC.	CHARLES J. TROCCOLO, JR.
PARCEL 'E-1'	847 S.F. - 0.019 AC.	
	<u>3,227 S.F. - 0.074 AC. = TOTAL</u>	
PARCEL 'F'	2,430 S.F. - 0.056 AC.	NATRAM ASSOCIATES
PARCEL 'G'	1,618 S.F. - 0.037 AC.	THOMAS F. MOFFITT
PARCEL 'H'	2,073 S.F. - 0.048 AC.	PAUL F. LoSTOCCO, JR.



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CITY OF DANBURY
DANBURY, CONNECTICUT 06810

(203) 797-4625

HEALTH AND HOUSING DEPARTMENT
20 WEST STREET

August 30, 1989

TO: Danbury Common Council

FROM: Jack S. Kozuchowski, Coordinator of Environmental and Occupational Health Services

RE: Request for authorization to apply for Environmental Health Grant

In mid August, we received notice of a grant program for environmental health projects from the University of Connecticut's Center for Environmental Health (see enclosure).

I have prepared a proposal for a wetland evaluation project which will assist the City's Environmental Impact Commission and provide a model for the whole state. I have enclosed this proposal and a resolution for your authorization to allow us to apply for this grant.

As indicated on the application announcement, the deadline for receipt of the grant applications was September 1, 1989. However, I have succeeded in obtaining a one week extension for receipt of our application.

I request your expedient consideration of this authorization so that I can apply for the grant by the extended deadline of September 8, 1989. If it is not possible to deliberate on this request at your September meeting, it will not be necessary to submit it to committee since the Center of Environmental Health has advised me that there will be no further extensions of the application deadline.

ENVIRONMENTAL HEALTH

***** FUNDING OPPORTUNITY *****

RECEIVED

AUG 15 1989

DANBURY HEALTH DEPT.

The Center for Environmental Health - Pilot Grant Program

The purpose of this program is to stimulate research relevant to Connecticut's environmental health issues. Funds should be requested to initiate new projects which will provide the basis for requests for funding from outside agencies. Priority will be given to proposals involving collaborative, interdisciplinary research efforts between two or more disciplines.

Grant recipients will be asked to meet three times with a "collaborator" from another field who is interested in the proposed research, and a member of the Center for Environmental Health's Advisory Council. The purpose of these meetings is to facilitate the sharing of environmentally related information across disciplines throughout the state as well as to increase contacts in the search for outside funding sources. A final progress report will be required.

TO APPLY, submit 6 copies of the following by September 1, 1989 to Ellen Amore, Center for Environmental Health, U-39, The University of Connecticut, Storrs, CT 06269-4039 (203)486-5067:

1. PROPOSAL (3 - 6 PAGES TOTAL RECOMMENDED):

- Abstract
- Introduction Summarize the research project to be undertaken, relevant background information, and importance of the proposed research.
- Literature Review Present work already done in the proposed research area and how the proposed study will further knowledge in this area.
- Relevance to Environmental Health Explain how the proposed research will help understand or solve a particular Environmental Health concern for Connecticut.
- Methodology Give a detailed explanation of proposed procedure.
- Future Plans Should your pilot work prove successful, what might you do to further the research and disseminate the results of your study to the academic and general populations?

2. BUDGET:

- Since these grants are intended as "start-up" funds, please list in detail a budget UP TO \$4000 for supplies and student labor only. Other expenses such as equipment, travel or faculty summer salaries cannot be accommodated.

3. OTHER SOURCES OF FUNDING:

- Include all current and pending funding for any research, including support available through training grants.

4. A COPY OF YOUR CURRICULUM VITA

5. COLLABORATOR:

- Supply the name and vita of a collaborator representing another discipline who has agreed to participate in research meetings as described above.

• Funding decisions will be announced in October, 1989.

• For UCONN faculty, a fund transfer will be made to a university departmental tuition account. Funds must be used by the end of the fiscal year (May, 1990).

****September 1, 1989 Deadline for Applications****

DEMONSTRATION OF A FIELD METHOD
IN EVALUATING SELECTED WETLANDS

CITY OF DANBURY, CONNECTICUT

ABSTRACT

Published objective methodologies for evaluating inland wetlands offer an opportunity for local land use officials to weigh the functional value of a given site against the benefits of the activities being proposed. However, the limitations of time and technical expertise of volunteers who serve on inland wetland agencies often preclude the use of the system. Training programs on the use of wetland evaluation systems and the description of functional values of these environmental systems have not, to date, been established.

This project will demonstrate that the methodology identified in DEP's "Bulletin No. 9" can be used as a training tool, applied to the evaluation and classification of wetland sites. Wetland areas within two watersheds subbasins will be surveyed by this methodology, characterized, mapped and documented in a report. The survey will be used to develop a field training manual, which will be made available to conservation officials throughout the State. Finally an inservice education session will be conducted to demonstrate the use of the training program.

INTRODUCTION

Connecticut's Inland Wetland Act authorizes municipalities, who have established regulations approved by the Department of Environmental Protection (DEP), to conduct all permitting and enforcement activities on wetlands and watercourses within their jurisdictions. These agencies are typically comprised of volunteers who gain expertise in wetland permitting, functional evaluations and engineering/soils reviews through their direct experience in deliberations of land use proposals in the regulated areas.

One of the challenges facing local wetland agencies is balancing the pressures for economic and social development in their communities against the need for protecting the sensitive wetland resources of the State. Development proposals are usually accompanied by technical data prepared by soil scientists, ecologists, hydrologist and engineers retained by the proponent of the project. Without an objective conservation strategy for evaluating the functional characteristics of the wetlands of their communities, commission members must weigh the technical information provided by the developer against his/her own subjective evaluations of these sites.

In 1986, DEP prepared a manual, "Method for the Evaluation of Inland Wetlands in Connecticut" (DEP Bulletin No. 9), whose purpose is to assist public officials in evaluating the functional values of wetland parcels in an objective manner. Connecticut has recently completed a townwide watershed survey, which included the use of this methodology as a means of developing a data base to identify the locations of it's major wetland. 3 The Town of Simsbury has also completed a hydrologic survey of the Town's water resources. However, no municipality in Connecticut has to date, adopted this methodology as an overall strategy for evaluating the functionality of it's wetlands in their decision making process on land use proposals.

The purpose of this project is to apply the methodology for evaluating wetlands (published in DEP Bulletin No. 9) and develop a workable system for local wetland agencies to assess the functional values of their sensitive water resources. It is our intent to demonstrate a pragmatic approach to evaluating sites by land use commissions who have permitting jurisdiction over regulated wetlands. The specific objectives of this project are exhibited on Table.

TABLE 1: OBJECTIVES OF RESEARCH

1. Demonstrate the application of the technique described in DEP Bulletin No. 9 ("Method for the Evaluation of Inland Wetlands in Connecticut") on the major undeveloped wetland tracts of the City. This will be accomplished by conducting field surveys (as described in Section II) to the wetland areas that are illustrated on figure 1.
2. Develop a computerized data base management system for ranking the wetlands for their functional values. The data obtained from the surveys will demonstrate the evaluation system for the 10 wetland sites covered by this project.
3. Prepare a series of overlay maps which will illustrate the location of the wetland areas which have been field characterized and ranked by this process.
4. Develop a field manual which will describe the pragmatic use of the wetland evaluation methodology in the format of training document. This manual is not intended to be a repeat or revision of DEP Bulletin No. 9. Rather, it will outline techniques for field studies, use of consultants, data compilation and interpretation that will be used by a land use decision maker in ranking the functional value of it's wetland areas. The field manual will be accompanied by slides and other audio visual equipment.
5. Conduct a seminar for conservation officials in Connecticut on the use of the methodology and the field manual. A one half day presentation will be conducted by the project team and the Department of Environmental Protection following the completion of the project.

(A)

SECTION II. LITERATURE REVIEW

The key publication which will be used in this project is "DEP Bulletin No. 9", entitled "Method for Evaluating Inland Wetlands in Connecticut".

The Introduction of the Manual describes it's purpose and intent:

"This manual provides a method of wetland evaluation for use by public officials and others who have some familiarity with wetlands, but are not necessarily wetland specialists or engineers... It is believed that the information can be used by local and state officials for wetland policy formulation outdoor classroom siting and similar decision making regarding the future use of wetland throughout Connecticut."

The manual consists of a series of checklists covering 13 functional criteria. Although the Department of Environmental Protection envisioned this methodology as a tool to be used by municipalities for conducting a comprehensive survey of all of it's wetlands, there has to date, been limited application of this technique. The Town of Canton, Ct. is currently in the process of completing an overall survey of all of it's wetlands, using this technique to establish a data base. The Town of Simsbury, Connecticut has completed a comprehensive hydrologic survey of the Town's watershed. The Town of Middlefield, Connecticut has evaluated it's wetlands within several select watersheds. However, none has ever evaluated the methodology in this manual as a tool for educating land use agencies and conservation officers in the surveys, mapping, and working knowledge of each functional parameter.

In addition to DEP's "Bulletin No.9", there are other evaluation techniques published by E.P.A., U.S. Fish and Wildlife Services and the Army Corps of Engineers. However, there are no publications which describe (and assess) the application of these techniques as a teaching and evaluative tool.

As described in Section III, this project will demonstrate the use of the methodology in selected watersheds and apply the results of the survey as a training technique for conservation professionals and wetland commissions.

SECTION III. MATERIALS AND METHODS

The project will focus on the 10 wetland areas that are delineated on figure 1. The field surveys will be conducted by a team of two students and a representative of the Danbury Health and Housing Department, as described below. The preparation of the final report and field manual will be conducted by the staff of the City Health Department. This section of the proposal describes the strategy which will be used, during each stage of the project to accomplish the objectives listed on Table 1.

A. Description ofn Study Sites

The wetland plots which will be surveyed by this study are exhibited on figure 1. The sites are encompassed within 2 separate watersheds and were selected on the basis of workability and comparative analysis. The two different areas of wetlands that will be studies are as follows:

- 1. Kohanza Brook Watershed Subasin #6602-01-1 *.

This subasin is located directly north of West Lake Reservoir, as illustrated on figure 1. It includes a series of small isolated upland wetlands within a residentially developed area. All of the wetlands in this subasin will be surveyed.

- 2. Limekiln Brook Watershed Subasin #6606-00-3 R1, R2 *.

This area is the lower reach of Limekiln Brook, prior to it's confluence with the Still River (see figure 1). The wetlands include marshes and Red Maple swamps and are assoicated with the riverine system of Limekiln Brook. The wetland sites that are in direct proximity with Limekiln Brook will be surveyed.

B. Project Strategy:

This project will be divided into three stages, as described below. The timeframe for completing each phase of the project is described in Section.

- 1. Develop Field Characterization System (Phase 1)

A uniform methodology for evaluating the wetland sites is the primary starting point for this project. The following activities will be conducted during this stage:

- .Review and adaptation of the evaluation methodology for the surveys that will be performed during phase 2. This involves a step by step consideration of each of

*

the functional checklists adopted in the methodology, a critique (and possible modification) of the procedures cross referencing the EPA model (reference) and the Army Corps of Engineers System (reference), as well as limitations and special consideration that will be involved in the Danbury sites which will be surveyed.

A meeting will be conducted with the project team, the collaborator and officials from DEP's Water Resources and Natural Resources Units to review the field methodology which will be used during the surveys.

Finally, the survey method will be field tested on a small wetland parcel to test it's workability. As indicated in Section, this stage of the project will be completed by January 1, 1990.

2. Winter Survey (Phase 2)

Each of the 10 wetland areas will be evaluated by the survey team during the winter season, to obtain a characterization of these areas when there is an absence of dense vegetation. These surveys will provide an emphasis on the functional values that key into a broad overview of the site (e.g., flood control, nutrient/sediment trapping, noteworthiness, recreation).

The wetlands will be surveyed by the project team, using the method which is developed during the first phase of the project. The winter survey will be completed by March, 1990.

3. Spring Survey (Phase 3)

The same wetland areas will be resurveyed, at the time of emergence of vegetation. The spring survey will focus on environmental variables such as ecological, wildlife habitat and visual/aesthetic functional values. This round of surveys will be completed during April and May, 1990, using the method developed in Phase 1.

4. Data Interpretation (Phase 4)

After each survey round, the scores will be completed for each of the 10 wetland units. The sites will be rechecked, as necessary, to clarify any discrepancies in the data collection between the winter and spring surveys. The ranking of each wetland will be accompanied by a narrative description and illustrations of each site describing it's functionality in detail. The location and functional value rankings of each wetland will be illustrated on the series of 1:1000 overlay maps.

5. Preparation of the Final Report and "Field Manual" (Phase 5)

The final report will document the methodology developed in phase I, exhibit and discuss the data from the winter and spring surveys, illustrate the overall functional values of each site and discuss the applicability of the technique as a tool for evaluating wetland sites throughout Connecticut. The report will also be accompanied by technical and policy recommendations concerning the use of the methodology. Copies of the report will be made available to the Center of Environmental Health, DEP and all project collaborators.

The field training manual will be a concise, use-oriented document, which outlines the field evaluation system which was utilized in assessing the wetlands that were surveyed by this project. The manual will be based on use oriented considerations for applying the technique (e.g., time estimates for field inspections per unit of wetland area, equipment/field guides required, measurements to be taken, how to interpret data, applying the scoring technique, use of consultants, safety considerations). The manual is intended to be an educational tool to provide orientation and training of land use officials. The publication of the manual will be followed by a State-wide inservice training session for Conservation Officer and land use officials (co-sponsored by DEP and the City of Danbury) which will discuss the results of our project and the use of the manual.

The project report and the manual will be prepared during the summer of 1990. The inservice training seminar will be conducted during Fall of 1990.

SECTION IV. TIMEFRAME

This project will run from January, 1990 to December, 1990. As illustrated on Exhibit 1, there are 3 broad phases of the project.

The field work, consisting of the 2 separate surveys, will be conducted from January - May, 1990. It is important to emphasize that the survey period will utilize (and expend) the funding for student stipends and equipment that will be provided by this grant. All funds will be expended prior to June, 1990.

The second phase of the project, running from June to September, 1990, will focus on data interpretation the preparation of the project report and the development of the field training manual. This will be completed by September, 1990.

Finally, the third stage of the project will be the organization of the statewide inservice training seminar on the use of the field training manual. This will be conducted in the fall of 1990.

Section V. ENVIRONMENTAL HEALTH PERSPECTIVES

It should be emphasized that this project represents a pilot study of applied research. We are attempting to demonstrate that the objective technique for evaluating wetlands, as document in DEP's 'Bulletin No. 9", can be used as a standard operating procedure by a local inland wetland agency. The results of our performance will be documented in the report.

A. Relevance to Environmental Health

The importance of wetlands to the environmental health of a community has been documented in several publications. From a land use perspective, wetlands provide essential functions of flood attenuation, nutrient/sediment trapping, wildlife habitat and pollutant renovation, all of which are essential elements of the environmental health of a community.

The future integrity of these resources is dependent on informed and thoughtful evaluation of each wetland site by land use officials who deliberate all activities in these areas. It is critical that each municipality develop an overall guiding strategy to prioritize the functional integrity of each wetland site in it's jurisdiction.

This project is intended to develop a simple and useable evaluation framework for inland wetland commissions. In this manner, we will demonstrate that complex scientific models for assessing these sites can be brought down to the level of the "user", i.e., a volunteer commission who may not have expertise in objectively identifying the key functional variables of a wetland environment. The field training manual, the final product of this project, will equip inland wetland agencies and conservation officers with simple and common sense perspectives for conducting field inspections, compiling and interpreting environmental data to predict impacts and ask the relevant questions of developers (and their consultants), advocacy groups and other segments of the public when scrutinizing proposals for development in these areas.

B. Future Research

The project, when completed, will be shared with other local officials by means of the field manual and the seminar. Depending upon the results of this project, the information base may provide a springboard for future research into other areas. For example:

- .Comparing the use of the evaluation technique by different inspection teams. That is, can the objectivity of the technique be verified through a comparison of the scores compiled by different individuals evaluating the same site?
- .Objective comparison of the use of the technique of DEP

Bulletin No. 9 with other evaluation methodologies (e.g., "WET" model of the U.S. Army Corps of Engineers, "Wetland Identification and Delineation Manual" of the Environmental Protection Agency etc.

- .Extension of the data base developed in this project to other sites in Danbury.

SECTION VI. PROJECT MANAGEMENT STRUCTURE

Figure 2 illustrates the project management and organization for this project. The project team will be under the supervision of the Danbury Health and Housing Department. The curriculum vital of the principal is attached to this proposal.

The project has been organized as an interdisciplinary team composed of soil scientists, biologists, and land use planners. The qualifications of the "interdisciplinary round table", which will periodically review the progress of the project and the data compiled from the surveys, is exhibited on Table 1.

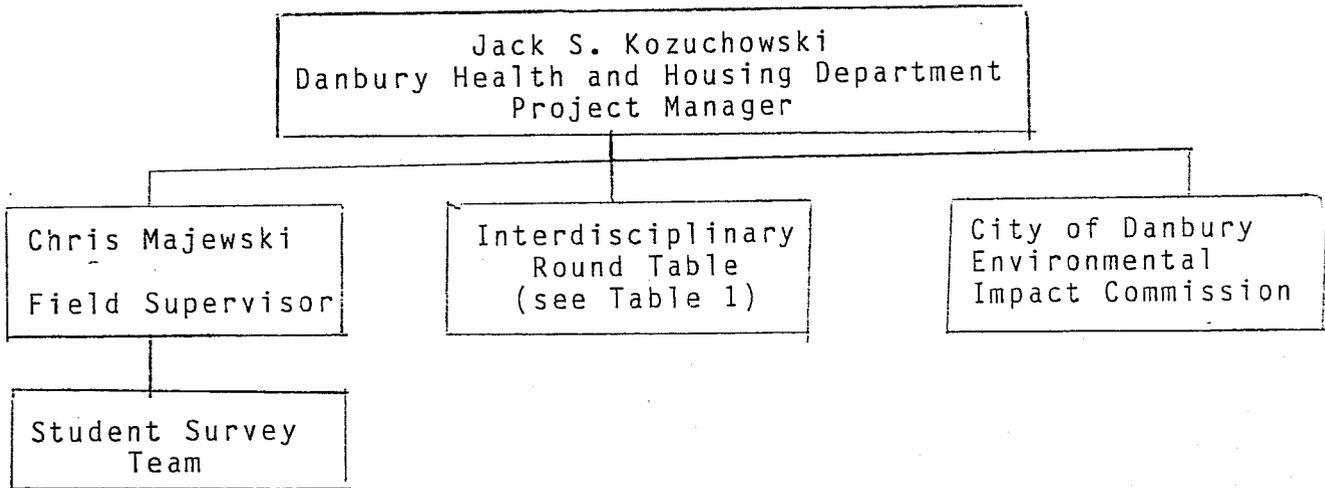


Figure 2: ORGANIZATIONAL STRUCTURE OF PROJECT

SECTION VII: BUDGET

A. Equipment (clinometer stereoscope, mapping supplies, etc.) \$ 500.

B. Stipends for graduate student interns to conduct field surveys. \$ 3,500.

TOTAL ----- \$ 4,000.

RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 19

RESOLVED by the Common Council of the City of Danbury:



WHEREAS, the Center for Environmental Health has made funds available to municipalities, academic institutions and other interested health organizations; and

WHEREAS, the City of Danbury through the Danbury Health and Housing Department has formulated a program to evaluate and demonstrate the functional values of wetlands as a training tool for members of the Danbury Environmental Impact Commission, Health Department staff and other conservation officials; and

WHEREAS, a grant award of \$4,000.00 with no local match requirement will be processed by the Danbury Health and Housing Department;

NOW, THEREFORE, BE IT RESOLVED THAT the actions of the Danbury Health and Housing Department in applying for the said grant be and hereby are ratified and that any and all further actions by it required to accomplish said program be and hereby are authorized.

BE IT FURTHER RESOLVED THAT the Mayor of the City of Danbury is authorized to make, execute and approve any and all contracts or amendments thereof with the Center for Environmental Health and to take any actions necessary to effectuate the purposes of said program.



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

JOSEPH H. SAUER, JR.
MAYOR

(203) 797-4511

September 5, 1989

Honorable Members of the Common Council
City of Danbury
Connecticut

Dear Council Members:

I wish to reappoint Ada Humphreville, 9 Cedar Crest Drive,
to the Cultural Commission, for a term to expire 2/1/92.

I wish to appoint the following people to the Cultural Com-
mission:

Virginia Gustafson, 15 Wedgewood Drive, Danbury, for a term
to expire 2/1/91;

Mel Schwartz, 38 Dana Road, Danbury, for a term to expire
2/1/92; and

Helen Masterson, 3 Harbor Ridge Road, Danbury, for a term to
expire 2/1/92.

Sincerely yours,

Joseph H. Sauer, Jr.
Mayor

JHS:D

received
7/6

5

38 Dana Road
Danbury, CT 06811
July 3, 1989

The Honorable Joseph Sauer
Mayor, City of Danbury
City Hall
Danbury, CT 06810

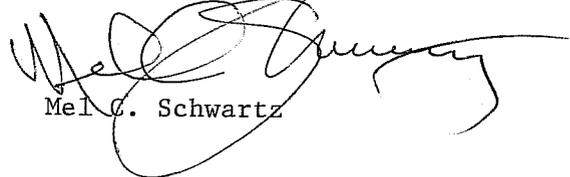
Dear Mayor Sauer:

At the suggestion of Ben DaSilva, I would like to apply for the vacant position on the Cultural Committee.

I am employed by the Danbury Board of Education as an art teacher at the Danbury High School.

Thank you for your consideration.

Sincerely yours,



Mel C. Schwartz

received
4/26

Helen M. Masterson
3 Harbor Ridge Rd.
Danbury, Ct. 06810
(203)790-4044

(E)

April 14, 1989

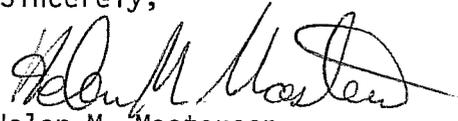
Dear Mayor Sauer,

I am pleased to have my name placed in nomination for a position on the Board of The Danbury Cultural Commission. I am a native Danburian and have always been proud that Danbury has a commission that supports and encourages cultural growth in the community. I would like to be a part of that commission.

I graduated from the University of Guelph, Guelph, Ontario with a degree in Theatre Arts, Acting/Directing. Since my return to Danbury I have been actively involved in not only the theatrical events of the community but I have also promoted theatrical activities with the students at Danbury High School. I have enjoyed these experiences and wish to encourage the growth of not only theatrical activity but all cultural activities in this the Danbury area.

I hope that you will consider my nomination most earnestly. Thank you for your attention to this matter.

Sincerely,


Helen M. Masterson

June 21, 1989

6

Attention Mayor Joseph Sauer
City Hall
Deer Hill Avenue
Danbury, Ct. 06810

Dear Mayor Sauer:

I, Virginia L. Gustafson, hereby submit my name for consideration for appointment to the Danbury Cultural Commission.

I am a resident and voter in Danbury, born in Maimi, Florida, and have been a resident of Danbury for fourteen years. Both my son, Erik, and my daughter, Kristin, have attended Danbury schools and both currently reside in Danbury.

I belonged to the Danbury Junior Women's club, attend the Prince of Peace Lutheran Church, belonged to the King St. PTO and Broadview Junior High School PTO.

I have deep interest in the youth of Danbury and the cultural events which are available for the youth of Danbury.

Hoping for your expeditious nomination to the Cultural Commission of Danbury.

Sincerely yours,



Mrs. Virginia Gustafson
15 Wedgewood Drive
Danbury, Ct. 06811
792-7987

Cultural Commission

<u>CURRENT MEMBER</u>	<u>AFFL.</u>	<u>TERM EXP.</u>	<u>PROPOSED MEMBER</u>	<u>AFFL.</u>	<u>TERM EXP.</u>
Ada Humphreville 9 Cedar Crest Drive	D	2/1/89	Ada Humphreville 9 Cedar Crest Drive	D	2/1/92
Benjamin DaSilva* 174 Franklin St. Ext.	D	2/1/91			
Carol Mitchell 8 Dogwood Drive	D	2/1/88			
Ed Wicks 11 West Redding Rd	R	2/1/91			
Evelyn Durgy 41 Farview Drive	R	2/1/89			
Vacancy		2/1/89	Helen Masterson 3 Harbor Ridge Road	D	2/1/92
John Cherry 47 Lincoln Ave.	D	2/1/90			
Katherine Santuro 12 Crofut Place	D	2/1/90			
Mary Burke 21 Homestead Ave.	D	2/1/90			
Vacancy		2/1/91	Virginia Gustafson 15 Wedgewood Drive	U	2/1/91
Vacancy		2/1/89	Mel Schwartz 38 Dana Road	D	2/1/92

Note: AFFL. - R - Republican; D - Democrat; U - Unaffiliated
Note: * After individual's name, indicates "Chairman"



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

(203) 797-4511

August 30, 1989

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

Dear Council Members:

I am appointing the following people to the Constable Association:

Michael H. Dodson
19 Walnut Street
Danbury, Connecticut - Mr. Dodson is a native Danburian. He is presently employed as an Installation Manager of an alarm system company.

Christopher Hale
181 Beaver Street
Ansonia, Connecticut - Mr. Hale is presently employed as a security officer in Shelton, Connecticut and will be attending Western Connecticut State College beginning fall semester.

Mr. Craig Simone
107 Linron Drive
Danbury, Connecticut - Mr. Simone is a native Danburian and is a partner of Val's Carwash Inc. in Danbury.

Ms. Maria Lynn Taylor
Town Hill Road Ext.
Warren, Connecticut - Ms. Taylor is presently employed as a waitress and is attending Western Connecticut State College in the fall where she is studying Justice and Law Administration.

Upon your approval, the new Constables will report to Capt. Lovell at the Police Department for training.

Sincerely yours,

Joseph H. Sauer, Jr.
Mayor



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

JOSEPH H. SAUER, JR.
MAYOR

(203) 797-4511

September 5, 1989

Honorable Members of the Common Council
City of Danbury
Connecticut

Dear Council Members:

I wish to appoint G. Douglas Lawrence, Jr., 12 Boulevard Drive, #181, Danbury, to the Lake Kenosia Commission for a term to expire 5/1/92. He will be replacing Anthony Ferraiuolo who resigned.

Sincerely yours,

Joseph H. Sauer, Jr.
Mayor

JHS:D

received
7-27-89

12 Boulevard Drive #181
Danbury, CT 06810
July 24, 1989

Mayor Joseph Sauer
City Hall
Danbury, CT 06810

Dear Mayor Sauer,

I would like to submit my application for a position on the
Lake Kenosia Commission. My credentials are as follows:

Resident of Lake Place Condominiums, with a strong
interest in Lake Kenosia.

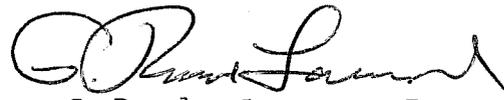
Long time Danbury resident: 1970-1976 and 1984-
present.

Twenty-three years with the IBM Corporation.
Eleven years in an executive capacity.

Registered Republican.

I look forward to hearing from you or a member of your staff.

Sincerely,


G. Douglas Lawrence, Jr.

Lake Kenosia Commission

<u>CURRENT MEMBER</u>	<u>AFFL.</u>	<u>TERM EXP.</u>	<u>PROPOSED MEMBER</u>	<u>AFFL.</u>	<u>TERM EXP.</u>
Anthony Ferraiuolo 83 Franklin Street - resigned	R	5/1/89	G. Douglas Lawrence, Jr. 12 Blvd. Dr., #181	R	5/1/92
David Benson 52 Wooster Heights	D	5/1/91			
Janet Gershwin * 93 Blvd. Dr.	R	5/1/91			
John DeMile 1 Candlewood Park - resigned	D	5/1/90			
Philip Hadley * 15 Ridge Road	D	5/1/91			
Robert Carlson 11 Blvd. Dr., #26	R	5/1/90			
Ruth Leuthauser (Dobson) 83 Squire Road Roxbury - resigned		5/1/89			

Note: AFFL. - R - Republican; D - Democrat; U - Unaffiliated
 Note: * After individual's name, indicates "Chairman"



CITY OF DANBURY
DANBURY, CONNECTICUT 06810

8



DEPARTMENT OF POLICE
120 MAIN STREET

NELSON F. MACEDO, CHIEF
(203) 797-4614

August 10, 1989

MEMO

To: Betty Crudginton, City Clerk
Common Council Members

From: Chief Nelson F. Macedo

Subject: SPECIAL POLICE OFFICERS - HOUSING AUTHORITY PROJECTS

Per the attached correspondence, I am requesting that the line item for the Housing Authority be increased by an additional \$20,000.

Per the attached correspondence, the monies will be returned to the city by the Housing Authority.

The Police Department will be billing the Housing Authority on a bi-weekly basis. These monies will be used for Special Police Officers who will be working at the Housing Authority projects.

Dominic Setaro, Comptroller, has indicated that he will make the necessary adjustments to the budget, and this request will have no effect on the city's contingency account.

Kindly place this communication on the September agenda of the Common Council.

Nelson F. Macedo
Nelson F. Macedo KS
Chief of Police

NFM:ks
Attach.
c: Dominic Setaro, Comptroller

Housing Authority of the City of Danbury

P.O. BOX 86
2 MILL RIDGE ROAD
DANBURY, CONNECTICUT 06811
TEL: AREA CODE 203
744-2500

BERNARD FITZPATRICK, EXECUTIVE DIRECTOR

COMMISSIONERS
SAMUEL DEIBLER
ROBERT KOVACS
RICHARD J. KILCULLEN
VINALDO HENDERSON
GLADYS McFARLAND

August 8, 1989

Chief Nelson Macedo
Police Department
Main Street
Danbury, Conn. 06810

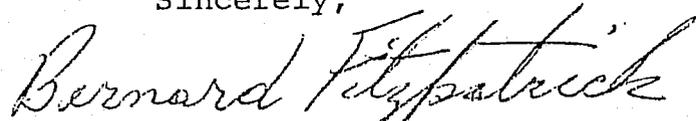
Dear Chief Macedo:

The Housing Authority City of Danbury is able to continue to fund the police community patrols through December 31, 1989. We have a total of \$20,000.00 remaining in that budget item currently.

Beginning with January 1, 1990 we hope to be able to fund this extremely important program through other funding sources.

Thank you for your continued support of the Housing Authority City of Danbury.

Sincerely,



Bernard Fitzpatrick,
Executive Director

BF/dp



CITY OF DANBURY

DANBURY, CONNECTICUT 06810
DEPARTMENT OF ELDERLY SERVICES
COMMISSION ON AGING

Danbury Senior Center
80 Main Street
(203) 797-4686

Municipal Agent
80 Main Street
(203) 797-4687

"Interweave"
Adult Day Care Center
198 Main Street
(203) 792-4482

August 25, 1989

Mayor Joseph H. Sauer, Jr. and
Members of the Common Council
City Hall - 155 Deer Hill Avenue
Danbury, Connecticut
06810

Dear Mayor Sauer and
Members of the Common Council:

The Department of Elderly Services has received a donation of \$700.00 from the Perkin-Elmer Corporation "Good Neighbor Fund" to be used for the purchase of a freezer for Interweave - the Danbury Adult Day Care Center.

We ask your approval to accept this donation and to transfer the amount of \$700.00 into the Department of Elderly Services' regular budget.

Respectfully,

Leo McIlrath, Director
Department of Elderly Services
City of Danbury



9

CITY OF DANBURY

DANBURY, CONNECTICUT 06810
DEPARTMENT OF ELDERLY SERVICES
COMMISSION ON AGING

Danbury Senior Center
80 Main Street
(203) 797-4686

Municipal Agent
80 Main Street
(203) 797-4687

"Interweave"
Adult Day Care Center
198 Main Street
(203) 792-4482

August 22, 1989

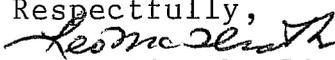
Mayor Joseph H. Sauer, Jr. and
Members of the Common Council
City of Danbury - 155 Deer Hill Avenue
Danbury, Connecticut
06810

Dear Mayor Sauer and
Members of the Common Council:

The Department of Elderly Services is the recipient of a donation of \$1700.00 from the Good Neighbor Fund of the Perkin-Elmer Corporation.

The purpose of this donation is to support services undertaken by the Department of Elderly, including the printing and mailing of booklets that supply information about services to the elderly citizens of Danbury and the surrounding area.

We ask your approval to accept this donation and to transfer \$1000.00 into the Printing And Binding Account (022000) and \$700.00 into the Postage Account (020501) of the Department of Elderly Services.

Respectfully,

Leo McIlrath, Director
Department of Elderly Services
City of Danbury



9

CITY OF DANBURY

DANBURY, CONNECTICUT 06810
DEPARTMENT OF ELDERLY SERVICES
COMMISSION ON AGING

Danbury Senior Center
80 Main Street
(203) 797-4686

Municipal Agent
80 Main Street
(203) 797-4687

"Interweave"
Adult Day Care Center
198 Main Street
(203) 792-4482

August 22, 1989

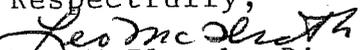
Mayor Joseph H. Sauer, Jr. and
Members of the Common Council
City of Danbury - 155 Deer Hill Avenue
Danbury, Connecticut
06810

Dear Mayor Sauer and
Members of the Common Council:

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We ask your approval to accept this donation and to transfer \$1000.00 into the Printing And Binding Account (022000) and \$700.00 into the Postage Account (020501) of the Department of Elderly Services.

Respectfully,

Leo McIlrath, Director
Department of Elderly Services
City of Danbury



**DANBURY
PUBLIC
LIBRARY**

11

170 MAIN STREET

DANBURY, CONNECTICUT 06810

(203) 797-4505

August 21, 1989

Mayor Joseph Sauer, Jr.

City Hall

Dear Mayor Sauer:

The Library has received a donation from Agnes P. Heyde in the amount of \$20.00. This amount needs to be credited to the Book line-item #02-07-101-061201.

Please place this item on the agenda for the September Common Council meeting.

Sincerely,

Betsy McDonough
Director

cc: D. Setaro
City Clerk

August 21, 1989

Mayor Joseph Sauer, Jr.

City Hall

Dear Mayor Sauer:

The Library has received a donation from Agnes P. Heyde in the amount of \$20.00. This amount needs to be credited to the Book line-item #02-07-101-061201.

Please place this item on the agenda for the September Common Council meeting.

Sincerely,



Betsy McDonough
Director

cc: D. Setaro
City Clerk ↙



12

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DATA PROCESSING
DEPARTMENT
(203) 797-4560

FRANK A. MASTRIANI
DATA PROCESSING MANAGER

To: Joseph H. Sauer, Jr., Mayor/Common Council
From: Frank A. Mastriani *FAM*
Subject: Donation of Computer Paper
Date: August 23, 1989

I have been informed by Henrique Antonio of Davis & Geck, a Division of American Cyanamid Co., that they have 60 cartons of 4 part 14 7/8 x 11 continuous computer stock paper at a value of \$1800 they no longer need and would like to donate to the City of Danbury Data Processing Department.

Please place this on the September Council agenda for approval. Since we use a large volume of computer paper in this Department, I really appreciate this donation.

c: D. Setaro



12

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DATA PROCESSING
DEPARTMENT
(203) 797-4560

FRANK A. MASTRIANI
DATA PROCESSING MANAGER

To: Joseph H. Sauer, Jr., Mayor/Common Council
From: Frank A. Mastriani *FAM*
Subject: Donation of Computer Paper
Date: August 23, 1989

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Please place this on the September Council agenda for approval. Since we use a large volume of computer paper in this Department, I really appreciate this donation.

c: D. Setaro



13

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

September 6, 1989

Honorable Members of the Common Council

Dear Council Members:

It has come to my attention that a salary increase for the Town Clerk was not included in the 1989-90 budget approved in May. I am sure that this was an oversight on our part. It is my understanding that according to State statutes any salary increase must be made prior to the upcoming election.

I therefore propose a six percent (6%) salary increase for the Town Clerk effective November 20, 1989 and an additional six percent (6%) increase for the 1990-91 fiscal year. This increase will be pending certification by the Acting Director of Finance.

Sincerely yours,

William H. Shaw

William H. Shaw
Council Member
Sixth Ward

Creative Recreation Foundation
of Greater Danbury
P.O. Box 2147
Danbury, CT 06813

(19)

August 30, 1989

TO: Members of the Danbury Common Council

SUBJECT: Request for \$2,500 to Promote Fund Raising Campaign for Playgrounds

The Creative Recreation Foundation has launched a new fund raising campaign called 'PENNIES FOR PLAYGROUNDS'. All proceeds will benefit the playgrounds at Kenosia, Hatter's, & Highland Ave. Parks.

This campaign is designed to reach out to the entire community and provide a way for each resident to contribute to their playgrounds. EVERY PENNY COUNTS!

The CRF is committed to making these playgrounds truly community playgrounds and feel that it is essential to promote community pride! By donating their Pennies for Playgrounds, children as well as adults will 'buy' into this project and will be less likely to let it deteriorate due to vandalism and misuse.

We are asking the City of Danbury for a small contribution of \$2,500 to be used to buy advertisements in the News-Times to promote this proven fund raising campaign. Newtown and Brookfield both raised \$10,000 this way. Given Danbury's population we feel that we can surpass that amount, but only if we advertise in every way possible.

In one week's time we have collected over \$2,000 worth of prizes and have obtained 20,000 flyers (see attached) and numerous signs -- all through donations. We will also be advertising on local radio stations through public service ads. That leaves the newspaper. Without a contribution, we will not be able to utilize this method of advertising.

We hope the Common Council will welcome the chance to show the community that they are supporting the CRF monetarily. The fact that the town of Bethel contributed approximately 50% of the funds for their creative playground, leaves a sour taste in the minds of many Danbury residents when we try to explain that Danbury just doesn't have the funds.

By indicating in the advertisement "This ad paid for by the City of Danbury" or "This ad paid for by the Danbury Common Council", we would be showing the community that the city is supporting us in whatever way it is able to.

We ask that you grant this request at the next council meeting on Sept. 6, as this fund raising event takes place on Sept. 23.

Thank You,

Deborah H. Dufel

Deborah H. Dufel
President

attachment



14

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

**DEPARTMENT
OF FINANCE**

September 12, 1989

Certification #5

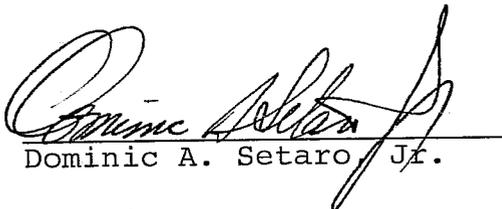
TO: Common Council via
Mayor Joseph H. Sauer

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

Per Common Council approval we hereby certify the availability of \$2,500.00 to be transferred from the Contingency Fund to the grants section of the budget for the Creative Recreation Foundation, new account #02-20-000-072943.

The above request for funds was approved by the Common Council on September 6, 1989 pending this certification.

Balance of Contingency Fund	\$1,645,314.00
Less this request	<u>2,500.00</u>
	\$1,642,814.00



 Dominic A. Setaro, Jr.

DAS:af



75

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DEPARTMENT
OF FINANCE

RISK MANAGER
(203) 797-4619

Date: July 20, 1989
To: Dominic A. Setaro, Jr., Acting Director of Finance/Comptroller
From: Thomas Fabiano, Jr., Risk Manager
Re: Request for Additional Funds - Employee Benefits

As you are aware, the Board of Review - Insurance Contracts has received bids and awarded contracts for Liability, Property, and Workers' Compensation, effective July 1, 1989. Also, renewal rates have been received for employee benefits which will be effective August 1, 1989. Blue Cross (hospital coverage) has increased their rates 64.3% and Northwestern National Life (medical, surgical, major medical, dental coverage) rates increased 57%. These rates were calculated by the carriers and received by the City June, 1989. Since the City's rates are formulated using several factors, the most important being paid claims, the large rate increases were unforeseen at the time the budget was approved. Recalculating all line items, I now find that my budget will be short \$570,000.

I request that you petition the Mayor and Common Council for the \$570,000 for line item 02-09-150-071100.

Thank you.

Thomas Fabiano, Jr.

RECEIVED
FINANCE DEPT.

JUL 20 1989

TF/de



13

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

**DEPARTMENT
OF FINANCE**

August 8, 1989

Certification

TO: Common Council via
Mayor Joseph H. Sauer

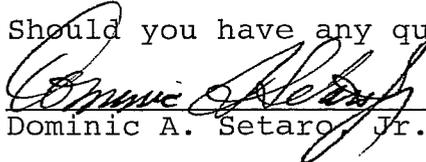
FROM: Dominic A. Setaro, Jr., Acting Director of Finance/
Comptroller

Attached you will find a copy of a memo from our Risk Manager, Thomas Fabiano, Jr., in reference to additional funds that will be needed in our insurance account. Based on a recent review, it is my feeling that the sum of \$570,000.00 should be appropriated to the Employee Health and Life Insurance Account. Please note that the estimates used at budget time were provided to us by our current carriers. Both Tom and I would be more than happy to discuss with any Common Council subcommittee our calculations or the reasons for the increase.

I hereby certify the availability of \$570,000.00 to be used for Employee Health and Life Insurance Account #02-09-150-071100. These funds are available as a result of excess monies which were approved after the budget was adopted on May 2, 1989. As is customary, we will amend the city's revenue and increase the appropriation for Health and Life Insurance.

Total Excess State Funds	\$ 970,828.00
Less Prior Common Council Approval	(306,000.00)
1) \$200,000 Broadview Jr. High Structural Repair	
2) \$106,000 HVAC Police Dept.	
Less this request	(570,000.00)
Balance	\$ 94,828.00

Should you have any questions, feel free to give me a call.


Dominic A. Setaro, Jr.

DAS:af
Attachment
c: Thomas Fabiano



16

BOARD OF EDUCATION
CITY OF DANBURY
SCHOOL ADMINISTRATION BUILDING, MILL RIDGE
DANBURY, CONNECTICUT 06811
(203)797-4700

August 8, 1989

The Honorable Joseph H. Sauer and
Mayor of the City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut 06810

James E. Nimmons, Jr., President
Danbury Common Council
65 King Street
Danbury, Connecticut 06811

Dear Mayor Sauer and Mr. Nimmons:

This letter follows up on my letter of June 16, 1989, in which I wrote on behalf of the Board of Education requesting a supplemental 1989-1990 budget allocation.

It is my understanding that the City anticipates receiving, in fiscal year 1989-1990, approximately \$793,218 in additional state aid reimbursements for school construction projects. At the time you announced your education budget for 1989-1990, you indicated that you would recommend to the Council that any additional aid the City receives under the School Construction Grants be allocated to the schools. I respectfully request that you make such a recommendation at the next meeting of the Common Council so that such funds could be considered in our planning as we begin the 1989-1990 school year to make restorations in critical areas that we were forced to cut back due to the budget shortfall.

On behalf of the Board, I thank you and the Council for your favorable consideration of this request.

Sincerely,

John Pepe, Chairperson
Danbury Board of Education

JP/jgh
CC: Members of the Board
Dr. A. L. Singe
M. Fazio
G. Eriquez
D. Setaro



17

CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

**DEPARTMENT
OF FINANCE**

August 3, 1989

Certification #2

TO: Common Council via
Mayor Joseph H. Sauer

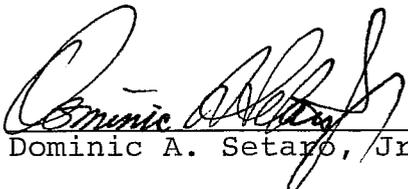
FROM: Dominic A. Setaro, Jr., Acting Director of Finance/
Comptroller

Attached you will find a copy of a tax bill that we receive yearly from the Town of New Fairfield for property located in New Fairfield which was left to the City of Danbury by the estate of Alta Keenan. The monies are appropriated in the land acquisition account yearly to pay for these taxes. Inadvertently, funds were left out of the 1989-90 budget. We will therefore need \$2,292.00 to make the final payment to the Town of New Fairfield.

I hereby certify the availability of \$2,292.00 to be transferred from the Contingency Fund to the capital line item entitled Land Acquisition. I request that you place this item on the agenda for the Common Council meeting to be held on September 5, 1989.

If you have any questions, feel free to give me a call.

Balance of Contingency Fund	\$2,343,000.00
Less pending requests	-0-
Less this request	2,292.00
	<u>\$2,340,708.00</u>


Dominic A. Setaro, Jr.

DAS:af
Attachment

Make checks payable to: **TAX COLLECTOR**
TAX COLLECTOR, P. O. BOX 8896
NEW FAIRFIELD, CT 06812

PROPERTY DESCRIPTION
25 EAST LAKE RD

11

If payment is not made within one month of due date, the installment becomes due immediately with interest of 1 1/2% per month from due date. Minimum interest charge is \$2.00.

Questions involving assessments or exemptions should be directed to the assessor.

CASH 28 1 7
 CHECK 142 886

LIST YR.	LIST NUMBER	DIST.	BANK	ON GRAND LIST			TOTAL TAX DUE	FIRST PAYMENT DUE	SECOND PAYMENT DUE
88	1 01169			OCTOBER 1, 1988				AUG 1, 1989	JAN 1, 1990
OWN	MILL RATE	GROSS ASSESSMENT		EXEMPTION	NET ASSESSMENT				
91	34.100	67,200			67,200		2,291.52	1,145.76	1,145.76

E = ELDERLY EXEMPTION F = FROZEN TAX C = CIRCUIT BREAKER

RECEIVED
FINANCE DEPT.
 JUL 20 1989

DANBURY CITY OF
 C/O TOWN HALL
 155 DEER HILL AVE
 DANBURY CT 06810

THIS PROPERTY HAS BEEN SOLD. PLEASE FORWARD BILL TO NEW OWNER, OR RETURN IMMEDIATELY.



18

CITY OF DANBURY
DANBURY, CONNECTICUT 06810

FIRE DEPARTMENT
19 NEW STREET

ANTONIO L. LAGARTO, CHIEF
(203) 796-1550

August 18, 1989

To: Members of the Common Council
From: Antonio L. Lagarto, Chief Fire Executive
Subject: Additional Funds For Purchase of Aerial Ladder

We have reviewed the Aerial Ladder Bid Package, as submitted to the City on 8/15/89, and find it acceptable. Pierce Manufacturing, Inc., of Appleton, Wisconsin was the only bidder and their bid was \$385,844.00.

At the Common Council meeting held on 2/7/89, (See Report 70), the amount approved for the Aerial Ladder was \$340,000.00, plus cost overruns not to exceed 10%. (Maximum amount of \$374,000.00).

We have made some recommendations to bring the cost down within the approved limit.

I am requesting the Common Council's approval of an additional amount of \$18,394.00. This will give us a cost for the Aerial Ladder in the amount of \$368,394.00

We originally were thinking of going to an aluminum Cab to lower the cost by \$4,328.00, but after further discussion, we feel this would be a serious mistake and may cost us more money over the life span of the Aerial Ladder. The Cab has been specified to be heavy duty "Galvanneal" Hot Dipped Galvanized Steel for the following reasons:

1. This material is stronger and more durable; won't crack like aluminum bodies due to normal vibration and twisting.
2. Repairs can be done by local body shops.

3. Safety in a steel body in case of an accident would be better.

The difference between the two different materials is \$4,328.00; \$14,066.00 for the aluminum body, or \$18,394.00 with the galvanized steel body.

Thank you for your cooperation.

Sincerely,

Antonio L. Lagarto

Antonio L. Lagarto
Chief Fire Executive

ALL:mw
1-aerlad
3-4

c:Mayor Sauer
Dom Setaro, Comptroller
R. Tomaino, Apparatus Sup't.



18

CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

**DEPARTMENT
OF FINANCE**

August 23, 1989

Certification #4

TO: Common Council via
Mayor Joseph H. Sauer

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

We hereby certify the availability of \$18,394.00 to be transferred from the Contingency Fund to the Capital Budget, Account #02-11-000-900001, entitled Aerial Ladder - Fire Department.

Balance of Contingency Fund	\$1,666,000.00
Less pending request	2,292.00
Less this request	18,394.00
	<u>\$1,645,314.00</u>


Dominic A. Setaro, Jr.

DAS:af



CITY OF DANBURY
DANBURY, CONNECTICUT 06810

FIRE DEPARTMENT
19 NEW STREET

ANTONIO L. LAGARTO, CHIEF
(203) 796-1550

August 18, 1989

To: Members of the Common Council
From: Antonio L. Lagarto, Chief Fire Executive
Subject: Additional Funds For Purchase of Aerial Ladder

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Thank you for your cooperation.

Sincerely,

Antonio L. Lagarto

Antonio L. Lagarto
Chief Fire Executive

ALL:mw
1-aerlad
3-4

c:Mayor Sauer
Dom Setaro, Comptroller
R. Tomaino, Apparatus Sup't.



20

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

ROBERT T. RESHA
CORPORATION COUNSEL

PLEASE REPLY TO:

ERIC L. GOTTSCHALK
LASZLO L. PINTER
JOHN JOWDY
GEORGE S. SAKELLARES
ASSISTANT CORPORATION
COUNSEL

DANBURY, CT 06810

September 6, 1989

Hon. Joseph H. Sauer, Jr., Mayor
Hon. Members of the Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut

Re: Sublease Agreement with Danbury Hospital for
Office Space at 23-25 Orchard Street

Dear Mayor and Council Members:

Attached please find copy of proposed sublease agreement between the Danbury Hospital as sublessor and the City of Danbury as sublessee as above referenced. Please refer this proposal to a Council committee for consideration.

Very truly yours,

Laszlo L. Pinter
Assistant Corporation Counsel

LLP:cr

Attachment

c: David Schlager, Director of Operations
Danbury Hospital

Diana Burgos
Mayoral Aide

Robert T. Resha, Esq.
Corporation Counsel



Danbury Hospital
The Community Health Center
Danbury, CT 06810 Tel. 203-797-7000

AUG 11 1989

Mr. Laszlo Pinter
Assistant Corporation Counsel
City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut 06810

August 9, 1989

Dear Mr. Pinter:

Enclosed please find two copies of a sublease agreement for 500 square feet of office space at 23-25 Orchard Street. Also, enclosed please find a copy of the Prime Lease for this property. Please review these agreements and if they meet with your approval, please sign them and return them to me for execution by the Hospital. A fully executed copy will be returned to you.

If you wish to modify the sublease agreement or if you have any questions, please contact me.

Very truly yours,

David Schlager

David Schlager
Director of Operations

cc: William Campbell, Health Director
Diana Burgos, Office of the Mayor

DDS/ds
Enclosures

20

SUBLEASE AGREEMENT

THIS AGREEMENT, made as of the 1st day of September, 1989, between THE DANBURY HOSPITAL, a Connecticut corporation having offices at 24 Hospital Avenue, Danbury, Connecticut 06810 (hereinafter called "Sublessor"), and THE CITY OF DANBURY, a municipal corporation located in Fairfield County, Connecticut and existing under the laws of the State of Connecticut (hereafter called "Sublessee"),

W I T N E S S E T H

WHEREAS, Sublessor is tenant and WEST PAR ASSOCIATES is landlord (hereinafter called "Lessor") under a certain lease covering the premises located at 23 and 25 Orchard Street, Danbury, Connecticut, (said lease being hereinafter called the "Prime Lease");

WHEREAS, a true and complete copy of the Prime Lease is attached hereto as Exhibit A and made a part hereof;

WHEREAS, Sublessee desires to sublet 500 square feet of the space leased under the Prime Lease (hereinafter called the "Premises"); and

WHEREAS, Sublessor is willing to sublet the Premises upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the Prime Lease and the mutual undertakings set forth herein, Sublessor and Sublessee covenant and agree as follows:

1. Subject to the terms, covenants, conditions and provisions of the Prime Lease and of this Agreement, Sublessor

hereby subleases to Sublessee, and Sublessee hereby hires and takes from Sublessor, the Premises to be used by Sublessee to provide an AIDS Counseling Service.

2. The term of this Agreement shall commence on September 1, 1989 and shall expire on June 30, 1992, unless sooner terminated as hereinafter provided. In no event shall Sublessee have any right to extend the term of this Agreement or to terminate the same prior to the aforesaid expiration date.

3. Sublessee shall pay to Sublessor rent in the amount of Four Hundred Fifty-Eight Dollars and Thirty-Three Cents (\$458.33) (hereinafter called "Base Rent"), in advance, on the first day of each month during the term hereof, without any deductions, setoffs or counterclaims for any reason whatsoever. In addition to the Base Rent, Sublessee shall pay an amount equal to Twenty-five percent (25%) of the additional rent specified in the Prime Lease (currently a total amount of \$260.00 per month) to the Sublessor monthly, at the same time and in the same manner the Base Rent is paid.

4. Except as otherwise provided in this Agreement, Sublessee shall assume and fully perform and discharge all the obligations of Sublessor as tenant under the Prime Lease during the term hereof insofar as they pertain to the Premises. To the extent that the Prime Lease may conflict or be inconsistent with the terms and provisions of this Agreement, whether or not such

inconsistency is expressly noted herein, the terms and provisions of this Agreement shall prevail. Sublessee shall indemnify and hold harmless Sublessor from all claims, damages, losses, liability and obligations, including reasonable attorneys' fees, arising out of (i) any default or failure to perform by Sublessee under this Agreement, or (ii) Sublessee's possession, occupation or use of the Premises. Sublessor shall have the right to enforce against Sublessee all of the duties and obligations set forth in the Prime Lease which Sublessee has assumed hereunder.

5. Sublessee shall use the Premises solely for an AIDS Counseling Service and consistent with the provisions of the Prime Lease. Sublessee shall obtain all zoning, building and occupancy permits necessary for any such uses. Sublessee shall not make any alterations, additions, improvements or changes to the Premises without the prior written consent of Sublessor and Lessor, which consents shall not be unreasonably withheld. Upon the expiration or other termination of this Agreement, Sublessee shall quit and surrender the Premises in the same condition in which they are required to be kept throughout the term hereof, reasonable wear and tear excepted.

6. Sublessor shall make all rent and additional rent payments due under the Prime Lease as they become due under the Prime Lease.

7. At its sole cost and expense, Sublessee shall comply

fully with all statutes, ordinances, regulations and requirements of any governmental agency applicable to the Premises. Sublessee shall not cause or permit (i) any nuisance or dangerous, hazardous or unhealthful condition to exist or be maintained upon the Premises; or (ii) any use, generation, release, discharge, emission, production, storage, transportation, disposal or burial of any toxic or hazardous materials, substances or wastes on, in at or below the Premises.

8. Sublessee waives and releases Sublessor from all claims, damages, losses and liability due to (i) any personal injury or death to its employees, agents or invitees occurring on or about the Premises on or after the date hereof, or (ii) property damage or destruction, including without limitation, any damage or destruction to Sublessee's property located upon the Premises, or the property of any third parties, which claims, damages, loss or liability arise out of Sublessee's possession, occupation or use of the Premises; except in any instance where such claims, damage, losses or liability arises out of the negligence of Sublessor, its employees, agents or contractors.

9. In addition to the remedies given to Lessor under the Prime Lease, which shall be available to Sublessor against Sublessee hereunder, in the event Sublessee fails to pay to Sublessor Base Rent or additional rent within ten (10) days after they become due hereunder or defaults as to any of its other obligations under the Prime Lease or this Agreement and if said

default is not cured within twenty (20) days after written notice given by Sublessor, Sublessor may pursue any one or more of the following remedies, or any other remedy which it may have at law or in equity:

(a) Declare this Agreement terminated, reenter the Premises with or without the process of law, remove all property therefrom, store said property at Sublessee's expense and declare the Base Rent and additional rent for the unexpired balance of the term of this Agreement due and payable;

(b) Reenter and relet the Premises or any portion thereof, with or without terminating this Agreement, except that all monies collected by Sublessor in connection with such reletting shall first be applied against amounts due hereunder by Sublessee; or

(c) Take any action which the Lessor is permitted to take under the Prime Lease.

All rights and remedies of Sublessor under this Agreement are cumulative, nonexclusive, and in addition to any and all rights and remedies that Sublessor may have by reason of any law, statute, ordinance or otherwise.

10. In the event of termination of the Prime Lease due to any casualty suffered by the Premises, condemnation or destruction of the whole or any portion of the Premises, or for any other reason, this Agreement shall cease and terminate upon the same date that the Prime Lease terminates. In the event this Agreement is terminated as provided in this Paragraph, and

provided Sublessee is not then in default, that portion of the Base Rent and additional rent that has been paid in advance for the remaining portion of the term of this Agreement shall be refunded to Sublessee.

11. Sublessee shall promptly give written notice to Sublessor of (i) all claims, demands or controversies by or with Lessor under the Prime Lease, (ii) any events which require that tenant give notice to Lessor under the Prime Lease, (iii) any injury, death or property damage arising on or about the Premises, or (iv) any default under or violation of the Prime Lease by Sublessee.

12. Sublessee accepts possession of the Premises "as is" in the same condition of order and repair on the date hereof. Sublessee acknowledges that Sublessor has made no representations or warranties with respect to the Premises or the condition thereof.

13. Sublessee shall not assign this Agreement, in whole or in part, sublet all or any part of the Premises, permit any third party to use the Premises or otherwise encumber the Premises without the prior written consent of Lessor and Sublessor in each instance, which consent shall not be unreasonably withheld.

14. All notices or communications required or permitted to be given or made hereunder by or to Sublessor or Sublessee shall

20

be deemed to have been duly given if forwarded by commercial carrier service or United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed to the respective parties at the addresses as shown below:

If to Sublessor: The Danbury Hospital
 24 Hospital Avenue
 Danbury, CT. 06810
 Attention: President

If to Sublessee: The City of Danbury

Or such other addresses as either party may from time to time designate by notice to the other.

15. The validity, interpretation and performance of this Agreement shall be governed by the laws of the State of Connecticut.

16. Sublessor and Sublessee each represent and warrant that it has not dealt with any brokers in connection with this Agreement or the Premises.

17. The failure of Sublessor to insist in any instance upon

the strict observance or performance of any covenant, term, provision or condition of this Agreement or to exercise any election herein contained shall not be construed as a waiver or relinquishment for the future of such covenant, term, provision, condition or election. No waiver or modification by Sublessor of any covenant, term, provision or condition of this Agreement shall be deemed to have been made unless set forth in writing and executed by a duly authorized representative of Sublessor. No surrender of possession of the Premises or of any part thereof shall release Sublessee from any of its obligations hereunder unless accepted by a duly authorized representative of Sublessor in writing. The receipt and retention by Sublessor of Base Rent and/or additional rent from anyone other than Sublessee shall not be deemed a waiver of the breach by Sublessee of any covenant, term, provision or condition herein contained, or the acceptance of such other person as a tenant, or a release of Sublessee from the covenants, terms, provisions and conditions contained in this Agreement. The receipt and retention by Sublessor of Base Rent and/or additional rent with knowledge of the breach of any covenant, term, provision or condition contained in this Agreement shall not be deemed a waiver of such breach.

18. This Agreement contains the entire understanding and agreement between Sublessor and Sublessee as to the subleasing of the Premises. It shall not be modified or amended except by a written agreement executed by duly authorized representatives of such parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

THE DANBURY HOSPITAL

By: _____

Title: _____

THE CITY OF DANBURY

BY: _____

Title: _____

20

STATE OF CONNECTICUT

SS: DANBURY

COUNTY OF FAIRFIELD

Before me, notary public in and for said county and State, personally appeared _____, _____ of The Danbury Hospital, to be known to be the person who executed the foregoing instrument and acknowledged to me that he executed the foregoing instrument on behalf of such corporation, that the same is the free act and deed of said corporation and of said representative for the uses and purposes therein set forth, and that said representative was duly authorized to execute the same.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed by official seal this _____ day of _____, 1989

Notary Public

STATE OF CONNECTICUT

SS: DANBURY

COUNTY OF FAIRFIELD

Before me, notary public in and for said county and State, personally appeared _____, _____ of The City of Danbury, to be known to be the person who executed the foregoing instrument and acknowledged to me that he executed the foregoing instrument on behalf of such municipal corporation, that the same is the free act and deed of said municipal corporation and of said representative for the uses and purposes therein set forth, and that said representative was duly authorized to execute the same.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed by official seal this _____ day of _____, 1989

Notary Public

THIS LEASE,

Made by this agreement between

WEST PAR ASSOCIATES, a Connecticut General Partnership, acting herein by Dick Clark,
its agent,LANDLORD and DANBURY HOSPITAL, INC., a Connecticut corporation, with a principal
place of business in the City of Danbury, County of Fairfield and State of Connecticut,

TENANT, WITNESSETH:

Whenever used herein, the singular number shall include the plural, and plural the singular, and the
use of any gender shall be applicable to all genders.The Landlord does hereby lease to the Tenant and the Tenant does hereby hire from the Landlord
the premises located at 23 and 25 Orchard Street, Danbury, Connecticut.Said premises shall be used solely as a mental health aftercare clinic or other health
care services upon the approval of the Landlord*A Methadone Maintenance Treatment
Program.
R 6/29/89*

for the term of three (3) years commencing July 1, 1989 and terminating June 30, 1992

for the annual rent of TWENTY-FOUR THOUSAND AND NO/100 DOLLARS (\$24,000.00)
payable as follows: Upon the signing of this Lease, the sum of TWO THOUSAND AND NO/100
DOLLARS (\$2,000.00), representing the rent for the month of July, 1989. The sum of TWO
THOUSAND AND NO/100 DOLLARS (\$2,000.00) shall be due and payable on the first day of each
month thereafter, in advance.* except Tenant may assign this Lease to another member of the DAN-HOSP Corporation family of
organizations,

**, which permission shall not be unreasonably withheld,

And the said Landlord covenants with the said Tenant that he has good right to lease
said Premises in manner aforesaid, and that Landlord will suffer and permit said Tenant (he keep-
ing all the Covenants on his part, as hereinafter contained) to occupy, possess and enjoy said premises
during the term aforesaid, without hindrance or molestation from Landlord or any person claiming by,
from or under Landlord.And the said Tenant covenants with the said Landlord to hire said premises and to pay
the rent therefor as aforesaid, that Tenant will commit no waste, nor suffer the same to be committed
thereon, nor injure nor misuse the same; and also that Tenant will not assign this lease nor underlet a
part or the whole of said premises, nor make alterations therein, nor use the same for any purpose but
that hereinbefore authorized, without written permisssio. from said Landlord but will deliver up the
same at the expiration or sooner determination of this tenancy, in as good condition as they are now in,
ordinary wear, fire and other unavoidable casualties excepted.

days after the same shall become payable as aforesaid, or if the said Tenant shall assign the same, or underlet or otherwise dispose of the whole or any part of said demised premises, or use the same for any purpose but that hereinbefore authorized, or make any alterations therein without consent of the Landlord in writing, or shall commit waste or suffer the same to be committed on said premises, or injure or misuse the same, or shall violate any of the agreements herein by the Tenant to be performed, then this Lease shall thereupon, by virtue of this express stipulation therein, expire and terminate, and the Landlord may, at any time thereafter re-enter said premises, and the same have and possess as of the Landlord's former estate, and without such re-entry, may recover possession thereof in the manner prescribed by the statute relating to summary process; it being understood that no demand for rent, and no re-entry for condition broken, as at common law, shall be necessary to enable the Landlord to recover such possession pursuant to said statute relating to summary process, but that all right to any such demand, or any such re-entry is hereby expressly waived by the said Tenant.

* except as permitted,

And it is further agreed between the parties hereto, that whenever this Lease shall terminate either by lapse of time or by virtue of any of the express stipulations therein, the said Tenant hereby waives all right to any notice to quit possession, as prescribed by the statute relating to summary process, as well as any right to a trial by jury.

And it is further agreed that in case the said Tenant shall, with the written consent of the said Landlord endorsed hereon, or on the duplicate hereof, at any time hold over the said premises, beyond the period above specified as the termination of this Lease, then the said Tenant shall hold said premises upon the same terms, and under the same stipulations and agreements as are in this Instrument contained, and no holding over by said Tenant shall operate to renew this Lease without such written consent of said Landlord.

** on a month-to-month basis

And it is further agreed between the parties hereto, that the Tenant shall comply with, and conform to all the Laws of the State of Connecticut, and the by-laws, rules and regulations of the City and Town within which the premises hereby leased are situated, relating to Health, Nuisance, Fire, Highways and Sidewalks, so far as the premises hereby leased are, or may be concerned; and to save the Landlord harmless from all fines, penalties and costs for violation of or non-compliance with the same.

And it is further agreed that said premises shall at all ^{reasonable} times be open to the inspection of the Landlord and his agents and for necessary repairs by either party. Upon reasonable notice, said premises shall also be open to the Landlord and his agents to show for purchase, mortgage or lease.

And it is further agreed that the said Tenant Danbury Hospital, Inc. shall pay for all ^{heat,} water, gas and electricity used and consumed on said leased premises during the term aforesaid, in addition to the rent hereinbefore provided for.

And it is further agreed between the parties to these presents, that in case the building or buildings erected on the premises hereby leased shall be partially damaged by fire or otherwise, the same shall be repaired as speedily as possible at the expense of the said Landlord West Par Associates; that in case the damage shall be so extensive as to render the building or demised premises untenable the rent shall cease until such time as the building shall be put in complete repair; but in the case of the total destruction of the premises, by fire or otherwise, the rent shall be paid up to the time of such destruction and then and from thenceforth this Lease shall cease and come to an end.

And Tenant further covenants and agrees that no refuse or garbage shall be allowed to accumulate or remain in or upon the leased premises.

And it is further agreed that this lease shall cease and terminate at the option of the Landlord if the Tenant shall be adjudicated bankrupt or shall compound Tenant's debts or assign Tenant's estate or effects contained in the leased premises for payment thereof, or if a receiver of the Tenant's property shall be appointed, or if this Lease shall, by operation of law, devolve upon or pass to anyone other than the Tenant, or if an execution shall be levied against the estate of the Tenant contained in leased premises, and shall not be satisfied within seventy-two (72) hours thereof. Upon such termination all future installments of rent and other sums due or to become due hereunder shall immediately become due and payable and acceptance by the Landlord of any sum from other than the Tenant shall not be deemed to be a waiver of any of the Landlord's rights and remedies hereunder.

And it is further agreed that the failure of the Landlord to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that the Landlord may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

And it is further agreed that this lease contains the entire agreement between the parties and that all representations relating to said premises and to this Lease are included herein.

And Tenant covenants and agrees that this Lease and all the rights of the Tenant herein shall be subordinate to the lien of any bona fide mortgage or mortgages now on or which may hereafter be placed upon the said premises by the Landlord or the successor in title to the Landlord, during the term of this Lease; and said Tenant further covenants and agrees to execute any further instrument or instruments which the Landlord or successor in title to the Landlord may at any time require to subordinate this Lease to the lien of any such mortgage or mortgages, and the Tenant hereby appoints the Landlord or the successor in title to the Landlord the attorney in-fact of the Tenant, irrevocably, to execute and deliver such instruments for and in the name of the Tenant.

AND TENANT and Landlord each or the Tenant, as the case may be covenants and agrees that in the event the Landlord is required to employ an attorney in order to enforce any provision of this Lease, the Tenant shall pay a reasonable attorney's fee to the Landlord, or the Tenant, as the case may be, or the Landlord, as the case may be.

Tenant shall make no alteration, addition or improvement in the Demised Premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld.

The Tenant covenants: that no waste or damage shall be committed upon or to the said Demised Premises; that the premises shall be used for only the purpose stated; that said premises shall not be used for any unlawful purpose and no violations of law or ordinance or duly constituted authority shall be committed thereon. Throughout said term Tenant shall take good care of the Demised Premises, fixtures and appurtenances and all alterations, additions and improvements to same; make all repairs and replacements in and about the same necessary to preserve them in good order and condition, which repairs and replacements shall be equal in quality to the original work; promptly pay the expense of such repairs and replacements; suffer no waste or injury to Demised Premises; give prompt notice to the Landlord of any damage that may occur; execute and comply with all laws, rules, orders, ordinances and regulations at any time issued or in force, applicable to the Demised Premises or to the Tenant's use and occupancy thereof, of the Municipal, City, County, State and Federal Governments and Landlord, and of each and every department bureau and official thereof, and of the Board of Fire Underwriters having jurisdiction thereof.

Landlord will keep in repair the structural exterior of the Demised Premises except any doors, molding, trim, window frames, door frames, closure devices, door hardware, door hinges and/or windows, provided that Tenant shall give Landlord written notice of the necessity of such repairs, and provided that the damage thereto shall not have been caused by negligence or act of Tenant, in which event Tenant shall be responsible therefor. Landlord's obligation with respect to repairs to Demised Premises shall be only as expressly set forth in this paragraph.

From and at the commencement of this lease, the Tenant will indemnify and hold the Landlord harmless absolutely from and against any and all claims, suits, damages, actions, costs, expenses or judgments by reason of any actual or claimed injury to personal property or loss of life sustained in or about the leased premises during the term hereof. Tenant agrees, throughout the term of this lease and any renewal, to maintain general public liability insurance against claims for bodily injury or death or injury to property occurring upon or in the leased premises, such insurance to afford protection to the limit of not less than \$1,000,000.00 in respect to bodily injury or death to any one person, and to the limit of not less than \$1,000,000.00 in respect to any one accident and not less than \$100,000.00 in respect to property damage. All insurance shall ~~name Landlord~~ ~~and additional insured and Tenant 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. The tenant shall provide the Landlord with a copy of ~~such insurance~~ an insurance certificate before the commencement date of this lease.

Landlord or its agents shall not be liable for any damage to property of Tenant or of others or damage to any property of Tenant by theft or otherwise unless caused by the negligence of Landlord, its agents, servants or employees. Landlord or its agents shall not be liable for any injury or damage to persons or property resulting from fire, explosions, 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 subsurface or from any other place or by dampness or by any other cause of whatever so nature unless caused by or due to the negligence of Landlord, its agents, servants or employees. Landlord or its agents shall not be liable for any such damage caused by other tenants or persons in said building or caused by operations and construction of any private or quasi-public work.

* caused by the negligence of Tenant, its officers, directors, agents or employees, except if caused by the negligence of the Landlord or its employees or agents.

CONTINUED ON ADDENDUM

20

ADDENDUM (CONTINUED)

Tenant agrees that it will pay to Landlord as and when bills are rendered, therefore, the proportionate share of the following costs incurred on the entire premises: Common area parking and general maintenance; premiums on liability insurance; water and sewer use charges; snow removal; lawn care; fire and liability insurance; real estate taxes assessed against the land and building on which the Demised Premises are located. The proportionate share of the costs to be paid by the Tenant shall be two-thirds (2/3) of the entire cost of said expenses. The Tenant agrees to pay in addition to the minimum guaranteed rent the sum of TWO HUNDRED SIXTY AND NO/100 DOLLARS (\$260.00) monthly, which sum represents the additional rent and costs as set forth above. Said amount shall be adjusted annually in connection with the cost as the same may be actually incurred. Landlord will bill Tenant for any underpayment or credit Tenant for any overpayment annually in connection with said additional rent.

Tenant further covenants that if its lease is terminated by reason of default on its part, or if it fails to take possession of the Demised Premises or leaves the Demised Premises prior to the expiration of this Lease, that it shall remain liable to pay such proportionate share of such costs. Tenant agrees that this is not to be construed as a penalty and that it shall be liable therefore only for such period or periods of time as during the term of this Lease the Demised Premises are vacant.

The Landlord hereby grants to the Tenant the right to lease Unit No. 21, Orchard Street, Danbury, Connecticut on the same terms and conditions as set forth in this Lease except as herein modified upon Tenant delivering Landlord written notice of its exercise of this Option. The annual rental for Unit No. 21 shall be determined on a rental basis of Sixteen and No/100 Dollars (\$16.00) per square foot together with all additional rent as set forth in this Lease. Landlord agrees that it shall have the right to rent said apartment on a month-to-month basis and will immediately upon receipt of notice of Tenant's exercise of said Option take all necessary action to obtain possession of said premises. Said rental shall commence on the first of the month but in no event sooner than thirty (30) days after Landlord delivers possession of said premises to Tenant.

The Tenant agrees that it shall be its obligation to obtain any necessary zoning permits for the use of said premises. The Landlord agrees to cooperate in obtaining any of said permits. The Landlord agrees that the Tenant may use the land in the rear of the building for parking purposes provided, however, any alteration or repair of said land shall be the responsibility of the Tenant.

The Tenant agrees that in the event it exercises its option for the rental of Unit 21, that it intends on renovating the same with monies obtained through Municipal, State and Federal agencies.

In witness whereof, an instrument to have hereunto set their hand and seal, and to a dup-
cate of the same tenor and date, this day of A. D., 19 89

Signed, Sealed and Delivered
in the presence of

WEST PAR ASSOCIATES

By: *Dick Clark* (Seal)
Dick Clark, its Agent (LANDLORD)

Gerald W. Robitelli (Seal)
DANBURY HOSPITAL

By: _____ (Seal)
_____, its

State of Connecticut,
County of FAIRFIELD }

duly authorized (TENANT)
ss. Danbury A. D., 19 89

Personally appeared Dick Clark as Agent for WEST PAR ASSOCIATES, a Connecticut
General Partnership

signer and sealer of the foregoing instrument and acknowledged the same to be his free act and
deed, and the free act and deed of said partnership before me.

COMMISSIONER OF SUPERIOR COURT,
NOTARY PUBLIC.

State of Connecticut,
County of FAIRFIELD }

ss. Danbury A. D., 1989

Personally appeared *Gerald W. Robitelli* as *President and COO*
for DANBURY HOSPITAL, INC., A Connecticut corporation,

signer and sealer of the foregoing instrument and acknowledged the same to be his free act and
deed, and the free act and deed of said corporation, before me.

COMMISSIONER OF SUPERIOR COURT,
NOTARY PUBLIC.

Gloria M. Asch
My Commission Expires 3/31/97

WEST PAR ASSOCIATES

to

DANBURY HOSPITAL, INC.

LEASE



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

ROBERT T. RESHA
CORPORATION COUNSEL

ERIC L. GOTTSCHALK
LASZLO L. PINTER
JOHN JOWDY
GEORGE S. SAKELLARES
ASSISTANT CORPORATION
COUNSEL

August 30, 1989

PLEASE REPLY TO:
DANBURY, CT 06810

Hon. Joseph H. Sauer, Jr., Mayor
Hon. Members of the Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut

Re: Renovations to the Wastewater Treatment Plant
Property Acquisitions

Dear Mayor and Council Members:

In conjunction with the ongoing renovation project currently under order from the Connecticut Department of Environmental Protection, the City must acquire certain rights in private property. The City's consulting engineers have determined the extent of the acquisitions that will be required to complete the project. As a result, the City Engineer has provided information to us for use in preparing the attached resolution. The resolution is in the usual form and, if adopted, will authorize negotiations with the affected property owners and if negotiations prove to be unsuccessful, would authorize the City to commence condemnation proceedings which would lead to the taking of the necessary property rights. Your early consideration is requested.

Sincerely,


Eric L. Gottschalk
Assistant Corporation Counsel

Attachment

c: Daniel J. Minahan
Director of Public Works
William J. Buckley, Jr.
Superintendent of Public Utilities
John A. Schweitzer, Jr.
City Engineer

02



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

(203) 797-4511

August 24, 1989

Hon. Members of the Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut 06810

Re: Hatters Yard Utility Connection Fees

Dear Council Members:

As many of you know, the Non-Profit Development Corporation of Danbury is developing an affordable housing project known as Hatters Yard on Garamella Boulevard. I recently received a letter from Mr. Paul Valerie, the President of the NPDCD, in which he requests that the City consider reimbursing the NPDCD for the cost of connecting the project to City sewer and water systems.

The Department of Public Works has confirmed that the sewer and water connection fees for this project will amount to \$24,000.00. A payment of that size represents a significant burden to a project designed for its affordability.

The City has made a substantial commitment to this project and it is my belief that it is our obligation to do everything reasonable to assure its success. I wholeheartedly endorse the NPDCD request and urge you to support it as well.

Sincerely yours,

Joseph H. Sauer, Jr.
Mayor

JHS:cjz

Non-Profit Development Corporation of Danbury
20 West Street
Danbury, Ct. 06810

Mayor Joseph Sauer
c/o Eric Gottschalk, Esq.
Deer Hill Ave.
Danbury, Ct. 06810

August 23, 1989

RE: Hatter's Yard Sewer & Water Fees/Permit Reimbursement to NPDCD.

Dear Mayor Sauer:

The entire Board of Directors of the Non-Profit Development Corporation of Danbury wishes to extend our personal gratitude both to your office and to all members of the Common Council for your collective support of Danbury Non-Profit's mission to deliver affordable housing to our city's moderate income population. Having successfully progressed thru various housing rehab projects on New Street, Rowan Street, and Brushy Hill, we are now on the verge of breaking ground for twenty-four (24) units of quality affordable housing on Garamella Boulevard.

Known as Hatter's Yard, those homes are being constructed well below the cost of comparable market housing due to the positive combination of zero developer profit, and gifted land from the City along with the City's continued support of our efforts in terms of building permit fee waivers. The happy net result will be the creation of quality new, taxable housing stock to be available by late 1990 for Danbury residents to become first-time homeowners.

We strongly feel that our efforts, in the long run, will directly assist to stabilize our labor pool which is absolutely paramount to the continued economic health of Danbury.

At this time, we respectfully request the Common Council at their next meeting to continue to work with us toward our common goal by granting reimbursement to the NPDCD of the sewer and water permit and hook-up charges pertinent to Hatter's Yard which amount to \$24,000. The result is a "wash item" economically to the City, as the City continues to help Non-Profit to place more affordable, truly quality housing opportunities onto our tax rolls.

We say "thank you" for your continued support. Without the unified backing of the entirety of our city's governmental personnel, I dare say that the Non-Profit Development Corporation of Danbury would still be only a philosophical dream rather than the real moving force for moderately priced housing in the City of Danbury which it is today.

Sincerely,



Paul J. Valeri
President, NPDCD



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

PUBLIC WORKS
(203) 797-4537

DANIEL J. MINAHAN
DIRECTOR OF PUBLIC WORKS

August 23, 1989

TO: Arthur Cresci, Councilman
FROM: *DM* D.J. Minahan, Director of Public Works
RE: BOULEVARD DRIVE

Please find enclosed a letter from City Engineer, John Schweitzer regarding the above subject.

As you can see the price from the low bidder came in at \$32,448.00 which is \$16,000 short to complete the contract.

Would you please reconvene your committee so we may return to the Council and request the necessary funds to move this project ahead.

Thank you for your cooperation in this matter. Should you have any questions, please feel free to contact me. I suggest this be put on the September Common Council agenda for September.

cc: Mayor Sauer
K. Tripp
F. Cavagna
J. Schweitzer
J. Gershwin

FILE



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

August 8, 1989

ENGINEERING DEPARTMENT
(203) 797-4641

JOHN A. SCHWEITZER, JR., P.E.
CITY ENGINEER

MEMO TO: Mayor Joseph H. Sauer, Jr.

Members of the Common Council

FROM: John A. Schweitzer, Jr., P.E.
City Engineer

SUBJECT: Shannon Ridge and Fairlawn Avenue Sewer Extension

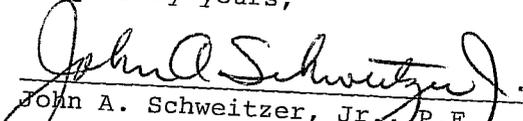
Item #24 of the July 6, 1989 Common Council minutes indicates the sewer extension approval for Shannon Ridge Road and Fairlawn Avenue. The approval contained in the minutes is with the eight (8) usual conditions and restrictions normally associated with water and sewer extensions that are being constructed by the applicant.

This sewer extension was originally petitioned to the Common Council to have the City construct this sewer line using Sewer lateral bond funds. Upon completion of the construction of this sewer the City would then levy sewer assessments against the property owners to recover the cost of this project.

Would the Common Council please reconsider this matter and determine by what method they are proposing to have these sewer lines constructed? If it is the Council's intent that the City be responsible for this project then the next step in the sewer assessment procedure would have to be followed. However, if it is not the Council's intent to have these sewers built through the sewer assessment process than the July 6, 1989 minutes are correct.

If you have any questions regarding this matter, please contact me.

Very truly yours,


John A. Schweitzer, Jr., P.E.
City Engineer

JAS/ gw

c: Daniel Minahan



24

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

August 8, 1989

ENGINEERING DEPARTMENT
(203) 797-4641

JOHN A. SCHWEITZER, JR., P.E.
CITY ENGINEER

MEMO TO: Mayor Joseph H. Sauer, Jr.

Members of the Common Council

FROM: John A. Schweitzer, Jr., P.E.
City Engineer

SUBJECT: Shannon Ridge and Fairlawn Avenue Sewer Extension

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If you have any questions regarding this matter, please contact me.

Very truly yours,

John A. Schweitzer, Jr.
John A. Schweitzer, Jr., P.E.
City Engineer

JAS/ gw

c: Daniel Minahan

RICHARD J. KILCULLEN
ATTORNEY AT LAW
72 NORTH STREET
DANBURY, CONNECTICUT 06810

(203) 744-2263

Admitted to Practice
in Connecticut,
New York and Florida

TELECOPIER: (203) 790-4776

August 21, 1989

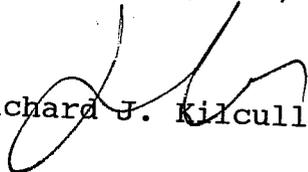
Members of the Common Council
City Hall
155 Deer Hill Avenue
Danbury, CT 06810

Re: Redevelopment Agency of the City of Danbury
v. Hat City Marketplace et al.

Dear Ladies and Gentlemen:

On June 6, 1989 you reaffirmed by a vote of 15 to 1 the Redevelopment Agency's request to condemn a 15 x 500' strip of land running from Ives Street to Patriot Drive. The condemnation action is almost complete and in connection with negotiations that are currently being held between the Agency and representatives of Hat City Marketplace, the owners of one of the buildings which adjoins the strip, the Agency will be requesting permission to convey a portion of the premises on the condemned premises to Hat City. Consequently, we would request that this matter be put on the agenda for the next meeting of the Council in order for Agency representatives to present their proposal.

Very truly yours,


Richard J. Kilcullen

RJK/aa

August 23, 1989

Honorable Joseph Sauer
Honorable Members of The Common Council

In July a request for a traffic signal at the intersection of Rte 39 and King Street was brought before the council for consideration. I believe there are two reasons for the council to look at the issue again:

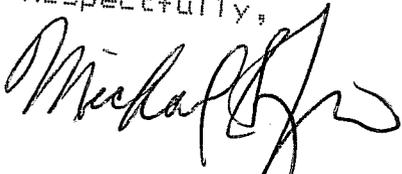
- 1) Over 425 signatures appeared on the petition requesting the installation of the light.
- 2) Since the State DOT, the Danbury Police Chief, the City Engineer and the City Traffic Engineer all agree that a signal is warranted the city may be on questionable legal ground should a serious accident occur there possibly resulting in the loss of life.

I ask that my colleagues consider priorities....spending has been approved for items such as a scholarship fund, a grant for the boxing club, the repair of the AC at police headquarters, roof repairs to various city buildings, repairs to various city vehicles, \$35,000 to evaluate space needs at city hall etc. This body even considered spending taxpayers dollars to move a building not owned by the city to accommodate a privately run day care center proposed to be built on land owned by the city (taxpayers).

Isn't it time we begin to spend tax dollars in areas where they will do the most good...and where the people who pay those dollars indicate they want them spent?

I think providing a traffic signal at a dangerous intersection that may prevent serious injury, serious property damage or even loss of life should be given higher priority than space needs at city hall ! We should consider shrinking government and providing more basic services for the protection of our citizens.

Respectfully,



Michael S. Fazio

Majority Leader

August 23, 1989

Honorable Mayor Joseph Sauer
Honorable Members of the Common Council

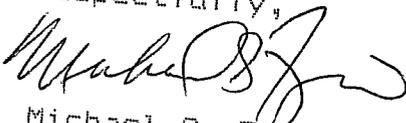
In my correspondence of June 6, 1989 a copy of which is attached, I stated reasons I felt it was necessary for the Council to open up a dialogue with the Mayors Office, the Council and the Board of Education.

I requested a liason committee be formed to begin the task of working with the Board of Education along those lines and since the formation of that committee communication has indeed been established.

Yesterday the Board of Education met and made the decision not to endorse the concept of a Blue Ribbon Task Force to draw on the expertise of the private sector to insure that the goals of quality education as set forth by the board can be arrived at in a more cost effective manner. It is apparant to me that they must veiw this as a duplication of effort and an infringement on their power. It simply was not intended in that manner.

I totally agree with the concept Dr. Singe has put forth and applaud his efforts to work in a cooperative manner with the Council and Mayor. I am disheartened by the Boards decision and in the spirit in which it was intended request that the Mayor take the initiative and form the task force to make recommendations to the board, and to the city and hope that the board will see its way clear to evaluate the findings of the task force and act in the best interaset of all the citizens who elected them.

Respectfully,



Michael S. Fazio
Majority Leader



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

June 6, 1989

Honorable Mayor Joseph H. Sauer
Honorable Members of the Common Council

Dear Mayor and Council Members:

Now that the budget process for 1989-90 has been completed, it is necessary to begin to look forward to next year in anticipation of many of the same types of problems associated with our current economic climate that impacted on so many areas of the budget this year. It is clear that there is a message coming from the taxpayers as budgets all around us have gone done to defeat...enough is enough... it is time to control government spending in all areas.

Inasmuch as the education budget makes up the largest portion of the total City spending package and that it is critical to the future of the City to maintain a quality program even in light of current or future reductions in the size of the increase given to the schools, it will be important to establish a dialogue among the Council, the Mayor's Office, and the Board of Education to insure that the future quality of education is not impacted in a negative manner. It will be important to understand thoroughly the problems of both the Board and the Council in determining a course to work through our current financial problems.

In this regard I fully endorse the proposal of Dr. Singe to establish a Blue Ribbon Task Force made up of leaders in business, education and government to chart a new course that will bring us to the end desired by all - a high quality education at an affordable price.

After several conversations with Dr. Singe, it is my belief that there is genuine concern on the part of the schools administration to control costs in the future to lessen the burden on the taxpayer while avoiding the Boards annual struggle with the Council and that it is their desire to work with the elected government officials to arrive at a solution that might help to avoid any future tensions in the community as those that were evident during this session.

Only through good planning and cooperation can we avoid the pitfalls that lie ahead. This must start with open lines of communication. I therefore recommend and request that a Council liaison committee be established to begin the task of working with the Board of Education along these lines and to establish the charge of and to make recommendations to the proposed task force concerning the direction in which to proceed.

Sincerely,
Michael S. Fazio
Michael S. Fazio



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

ROBERT T. RESHA
CORPORATION COUNSEL

ERIC L. GOTTSCHALK
LASZLO L. PINTER
JOHN JOWDY
GEORGE S. SAKELLARES
ASSISTANT CORPORATION
COUNSEL

PLEASE REPLY TO:

August 21, 1989

DANBURY, CT 06810

Honorable Joseph H. Sauer, Jr., Mayor
Honorable Members of the Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut

Re: Pac v. City of Danbury

Dear Mayor and Council Members:

The above-referenced case concerns the renovations to the Danbury Wastewater Treatment Plant which were imposed upon us by the state and federal governments. After careful review by our consulting engineer, we were advised that the timetable for completing the construction, as established in a Stipulated Judgement approved by the Superior Court, contained unrealistic deadlines. Accordingly, we contacted the Connecticut DEP and the Office of the Attorney General.

The result was that the state and federal governments have agreed to modify the schedule, consistent with the scope and complexity of the project. In return, and subject to Common Council approval, it was tentatively agreed that the City would accept increased forfeitures in the event that the renovations are not completed in accordance with the new timetable. In addition, the Modification contains language designed to overcome the recent referendum result.

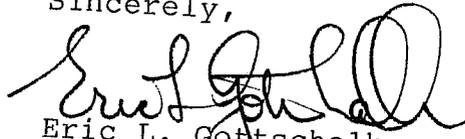
In order to execute the Modification, it will be necessary for the Common Council to grant its approval. In our view, the

Re: Pac v. Danbury
August 2, 1989

- 2 -

City of Danbury has no other logical alternative and therefore your approval is not only requested but recommended. Note, first, that the deadline changes are of benefit to the City and, second, that state law clearly requires that the City appropriate whatever funds are required to comply with a lawful order of the Connecticut DEP. I urge you to give early consideration to this request.

Sincerely,



Eric L. Gottschalk
Assistant Corporation Counsel

ELG:r

Enclosure

NO. CV86 - 0322335S

STANLEY J. PAC, COMMISSIONER : SUPERIOR COURT
OF ENVIRONMENTAL PROTECTION, :
Plaintiff :

v. : JUDICIAL DISTRICT OF
: HARTFORD-NEW BRITAIN
: AT HARTFORD

CITY OF DANBURY, :
Defendant : AUGUST , 1989

MOTION TO MODIFY JUDGMENT

The parties to the captioned matter hereby stipulate to modify the judgment entered by the Court on December 15, 1987 in the captioned matter as follows:

1. The Defendant shall complete compliance with DEP Order No. 2394 as modified on the 5th day of August, 1985 in accordance with the following schedule:

G. On or before August 30, 1989, the Defendant shall submit plans and specifications for the construction of the Water Pollution Control Facility to the Commissioner of Environmental Protection for her review and approval.

H. On or before August 30, 1989, the Defendant shall submit an application for financial assistance for the construction of the required facilities to the Commissioner of Environmental Protection for her review and approval.

ORAL ARGUMENT IS NOT REQUESTED
TESTIMONY IS NOT REQUIRED

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I. On or before August 31, 1989, the Defendant shall advise the Commissioner of Environmental Protection that septage from the Town of Bethel is being accepted at the Danbury wastewater treatment plant.

J. On or before October 31, 1989, the Commissioner of Environmental Protection shall complete her review of plans and specifications and financial assistance application, and, if approvable, so notify the Defendant.

K. On or before November 15, 1989, the Defendant shall advise the Commissioner of Environmental Protection that advertising for bids for said construction has been accomplished.

L. On or before January 16, 1990, the Defendant shall arrange to receive bids for said construction.

M. On or before February 15, 1990, the Commissioner of Environmental Protection shall complete her review of the bid documents and request to award contract, and, if approvable, so notify the Defendant.

N. On or before February 28, 1990, the Defendant shall arrange to award the construction contract.

O. On or before April 30, 1990, the Defendant shall execute the aforesaid construction contract.

P. On or before January 30, 1993, the Defendant shall advise the Commissioner of Environmental

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Protection that the screw lift pump station, nitrification tanks and final settling tanks have been placed in operation and are being operated with the goal of achieving final permit limits contained in NPDES Permit No. CT. 0100145.

Q. On or before April 30, 1993, the Defendant shall advise the Commissioner of Environmental Protection that the constructed facilities have been placed in operation.

R. On or before April 30, 1993, the Defendant shall advise the Commissioner of Environmental Protection that the wastewater treatment facilities are being operated with the goal of achieving the effluent limitation in the NPDES permit for the facility.

S. On or before April 30, 1993, the Defendant shall advise the Commissioner of Environmental Protection that the Bethel wastewater treatment discharge has been eliminated from Sympaug Brook and conveyed to the Danbury wastewater treatment facility.

T. On or before July 30, 1993, the Defendant shall advise the Commissioner of Environmental Protection that the Bethel wastewater treatment facilities demolition and modifications have been completed.

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3. If, after written notice from the Plaintiff that the Defendant has failed to meet the deadlines set forth in the paragraphs set forth above, said failure is not corrected within ten days of receipt of such notice, the Defendant shall be subject to a penalty of \$1,000 per day for each day beyond the dates set forth in the paragraphs above that the specified action has not taken place, except that the penalty shall be \$2,000 per day for paragraphs 1.P. and 1.Q. Whether or not the Defendant receives financial assistance from the Plaintiff, it shall be obligated to undertake and implement all requirements set forth above.

6. Not later than October 30, 1989, the Common Council of the City of Danbury shall appropriate moneys pursuant to Conn. Gen. Stat. Section 22a-458 in an amount sufficient to undertake and complete the water pollution control project approved by the Commissioner of Environmental Protection to be carried out pursuant to the judgment; said Common Council shall authorize the issuance and sale of bonds and notes of the City to meet said appropriation; and the Defendant shall provide written notice to the Commissioner of Environmental Protection of said Common Council's actions.

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In all other respects the original judgment of this Court is
in full force and effect.

**STANLEY J. PAC,, COMMISSIONER
OF ENVIRONMENTAL PROTECTION**

**BY: CLARINE NARDI RIDDLE
DEPUTY ATTORNEY GENERAL
(ACTING ATTORNEY GENERAL)**

Robert E. Walsh
Assistant Attorney General

Richard F. Webb
Assistant Attorney General
55 Elm Street
P.O. Box 120
Hartford, CT 06101
(203) 566-2090

**DEFENDANT,
CITY OF DANBURY**

Eric L. Gottschalk
Assistant Corporation Counsel
City of Danbury
155 Dear Hill Avenue
Danbury, CT 06810

ORDER

The foregoing Motion to Modify Judgment having been heard, it is hereby granted and judgment may enter accordingly.

Date _____ Judge _____

CERTIFICATION

I hereby certify that a copy hereof was mailed this date, first class postage prepaid, to all counsel and/or pro se parties of record, in accordance with Conn. Prac. Bk. § 120.

Richard F. Webb
Assistant Attorney General

jm

29

ST. JOHN, SCAPPINI & LOMBARD

ATTORNEYS AT LAW

13 FIRST AVENUE

WATERBURY, CONNECTICUT 06710-2290

(203) 757-0311

TELECOPIER (203) 574-4252

SOUTHBURY OFFICE

SOUTHBURY PROFESSIONAL CENTER

MAIN STREET

SOUTHBURY, CONNECTICUT 06488

(203) 264-9674

WILLIAM J. ST. JOHN, JR.

RICHARD J. SCAPPINI

FRANK P. LOMBARD

WILLIAM L. STEVENS

August 3, 1989

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

Dear Honorable Council Members:

As counsel for Mr. Norman Carvalho, I have become aware of a common council committee report dated March 7, 1989 in which the petition of Ashkar Associates to purchase property on Maple Avenue was denied without prejudice.

I also observed that the March 7, 1989 report acknowledged and incorporated the October 6, 1987 report from former Common Council Committee chairman Constance McManns in which "the committee concluded and it was confirmed by the Common Council that the subject land be declared surplus and that it be offered to Norman and Dorothy Carvalho for a price to be determined by the Assessor."

By denying the Ashkar petition without prejudice the Common Council has left open the possibility that it will renege on its promise to the Carvalhos.

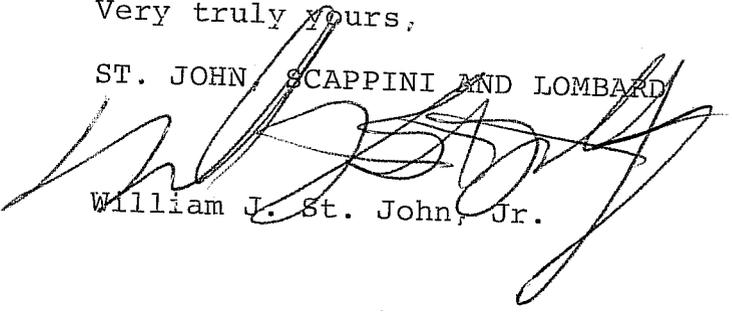
From this vantage point it appears that the Common Council is, equivocating with respect to its commitment to Mr. and Mrs. Carvalho. We can only speculate as to the reasons for the Common Councils' lack of resolve in honoring its commitment to the Carvalhos. Whether the reason for this lack of resolve on the part of the Common Council is a legitimate governmental purpose or something else is yet unclear. In this regard, I refer you to The Sunday Danbury News Times, May 21, 1989, Page D-1. However, one thing does remain certain-- Norman Carvalho will continue to seek justice and fair treatment from the City of Danbury. He is prepared to use every legal resource available to him to obtain what was promised to him by the City in 1987.

If I have incorrectly interpreted the Common Council's position

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towards the Carvalhos with regard to their opportunity to purchase the subject land, clarification by the Common Council would be appreciated.

Very truly yours,

ST. JOHN, SCAPPINI AND LOMBARD



William J. St. John, Jr.

WJSJjr/smb

cc: Mr. Norman Carvalho



30

CITY OF DANBURY

DANBURY, CONNECTICUT 06810

LANDFILL DEPARTMENT
(203) 797-4605

MICHAEL A. CECH
General Mgr. of Solid Waste

The Honorable Joseph H. Sauer, Jr., Mayor
Honorable Members of the Common Council
155 Deer Hill Avenue
Danbury, CT 06810

August 16, 1989

Dear Mayor Sauer and Council Members:

I am writing to ask for two changes in Section 16A-31(b) of the Danbury Code of Ordinances, "Temporary Permits".

The first change would institute a two dollar (\$2.00) minimum charge for any load of garbage deposited via a temporary permit in excess of 1,000 pounds. The change is at the request of Acting Finance Director Dominic Setaro, who says it is not worth the administrative billing costs to charge those residents who bring in between 1,020 and 1,160 pounds. The two dollar minimum for other billable accounts was approved by the Council in the resolution on landfill rates for this fiscal year.

The second change regards authority not to accept personal checks for such permits. Already this year, \$100.00 in permit fees (representing four permits) has been lost due to bounced checks. Since these particular customers are "one time visitors", it makes it more difficult to retrieve the money.

I would ask you to refer these matters to the Corporation Counsel for formal drafting and to a public hearing.

Thank you for your assistance.

Sincerely,

Michael A. Cech
Gen. Mgr. of Solid Waste

MAC/sw

cc: D. Minahan
D. Setaro
D. Gervasoni
file (2)



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

**DEPARTMENT
OF FINANCE**

August 1, 1989

MEMO TO: Michael Cech, General Manager of Solid Waste
FROM: Dominic A. Setaro, Jr., Acting Director of Finance/
Comptroller
RE: One-Trip Permits

In response to your July 19, 1989 memo and as a result of a question raised by Frank Mastriani, it appears that the current ordinance does not allow for us to bill a minimum amount on any of these one-trip permits or other minimums. In the past on any invoice that was less than \$2.00 the individual was charged the minimum of \$2.00. On these one-trip permits Frank Mastriani has brought to my attention that someone with a 1,100 pound net weight will pay \$1.25 after he pays the \$25.00 one-time permit fee. Therefore, we're going to be sending out an invoice for \$1.25 which in all honesty will cost us that much to collect and administer. My suggestion is that you request an amendment to the ordinance which would allow for a minimum monthly bill of \$2.00. We will have the Tax Office and Data Processing continue the past practice of billing the \$2.00 minimum until you propose this amendment.

If you have any questions, feel free to give me a call.

Dominic A. Setaro, Jr.

DAS:af

c: Catherine Skurat
Frank Mastriani



30

CITY OF DANBURY
DANBURY, CONNECTICUT 06810

LANDFILL DEPARTMENT
(203) 797-4605

MICHAEL A. CECH
General Mgr. of Solid Waste

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Honorable Members of the Common Council
155 Deer Hill Avenue
Danbury, CT 06810

August 16, 1989

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I would ask you to refer these matters to the Corporation Counsel for formal drafting and to a public hearing.

Thank you for your assistance.

Sincerely,

Michael A. Cech
Gen. Mgr. of Solid Waste

MAC/sw

cc: D. Minahan
D. Setaro
D. Gervasoni
file (2)



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

30

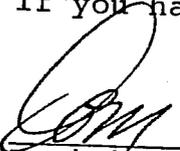
DEPARTMENT
OF FINANCE

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FROM: Dominic A. Setaro, Jr., Acting Director of Finance/
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If you have any questions, feel free to give me a call.



Dominic A. Setaro, Jr.

DAS:af

c: Catherine Skurat
Frank Mastriani



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

WATER AND SEWER DEPARTMENTS
797-4539

WILLIAM J. BUCKLEY JR., P.E.
SUPERINTENDENT OF PUBLIC UTILITIES

July 31, 1989

TO: CITY OF DANBURY COMMON COUNCIL

FROM: Mr. William J. Buckley, Supt. of Public Utilities

RE: JOSEPHINE MARTIN EASEMENT - ROUTE 37, DANBURY, CT.

The City of Danbury had acquired an easement from Josephine Martin at 18 Padanaram Road (Route 37) in Danbury, Connecticut. The purpose of the easement was to give to the City of Danbury the right, privilege, and authority to lay, construct, alter, repair, replace and maintain a permanent water transmission main (36 inch) across a section of her property.

While the contractor was installing the water main across the property, he uncovered a portion of Mrs. Martin's septic system and with the installation of the water main that septic system became nonfunctional. Please be aware that there are public health code regulations requiring the septic system to be removed within 25 feet of the water line. Also keep in mind that in the discussion of the easement, we knew that the sewer line went out on that side of the building, however, no one was exactly sure where the septic system was and there were no records existing since it was installed prior to the time permits for installation of septic systems were required. My only alternative at that point was to cause the abandonment of the septic system and to connect Mrs. Martin's home into the City of Danbury's sewer line on Route 37. Not to take any action at that time would have caused a claim against the City by the Martins and would have resulted

in a health problem and an environmental problem in that the septic system would have overflowed into the Still River.

At this point I am looking for the Council to approve of two things:

- 1) That the City of Danbury be authorized to have releases signed by the Martins that are acceptable to our Corporation Counsel's office for the connection to the sanitary sewer that would protect the City from any claim against damage to the septic system, and:
- 2) Authorization from you to have the Water Department pay the sewer connection fee to the Sewer Department for the connection made to Mrs. Martin's home on Padanaram Road.

Thank you for your consideration and should you need any additional information, do not hesitate to contact me.

WJB:bds

cc: Mr. Dan Minahan
Mr. Dom Setaro
Mr. Rick Gottschalk



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

**DEPARTMENT
OF FINANCE**

August 14, 1989

MEMO TO: Common Council via
Mayor Joseph H. Sauer

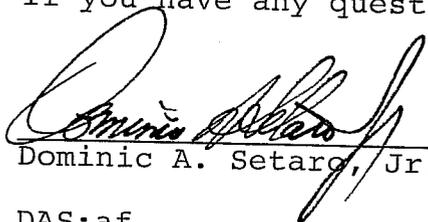
FROM: Dominic A. Setaro, Jr., Acting Director of Finance/
Comptroller

RE: State Reimbursement on Educational Costs

Attached you will find a copy of a memo that was sent from Dr. Anthony Singe, Superintendent of Schools, to the Members of the Board of Education. I call your attention to the third paragraph of this memo which indicates that, as a result of the change in the State's formula for reimbursement on educational costs, we will be losing funds under Section 10-217-A. It appears from this communication that the City will have a responsibility to reimburse the State and Federal School Projects' budget in an amount equal to the unreimbursable portion of this grant. The amount quoted in Dr. Singe's memo is approximately \$110,035.

I request that you place this item on the agenda of the Common Council's September meeting so that the appropriate subcommittee can be established to review this document and determine whether or not an additional appropriation by the City to the State and Federal Projects' budget will be needed.

If you have any questions, feel free to give me a call.


Dominic A. Setaro, Jr.

DAS:af
Attachment

c: Dr. Anthony L. Singe, Supt. of Schools

38

DANBURY PUBLIC SCHOOLS
ADMINISTRATION BUILDING
1 School Ridge Road
Danbury, Connecticut 06811-5299
(203) 797-4700

RECEIVED
FINANCE DEPT.

AUG 11 1989

ANTHONY L. SINGE Ph.D.
Superintendent of Schools

TO: Members of the Board of Education

DATE: June 9, 1989

SUBJECT: STATE BUDGET AND STATE EDUCATION
AID FOR DANBURY

Anthony L. Singe

In reviewing information received from CABE and our area legislators, and confirmed by discussions with the City Comptroller Dom Setaro, Danbury will be receiving an additional amount of state aid under the education cost-sharing formula, special education reimbursement and transportation reimbursement. Because of budget cuts we were forced to make in the transportation and special education accounts, the additional state aid reimbursement for these two areas may be less than what the State is projecting. Mr. Perusse is working with Mr. Setaro to determine the exact amount of additional aid that will be received under these three categories. The City will also be eligible for additional school construction reimbursement aid for the code compliance work that was completed two years ago. Here, too, Mr. Perusse and Mr. Setaro are working with the State Department of Education to determine the exact amount of such reimbursement.

I recommend that the Board of Education request the Mayor and the City Council approve a supplemental allocation from the City of Danbury for an amount to be based upon the City Comptroller's certification of the total additional combined education aid that will be received by Danbury in 1989-1990.

On another matter, there was a surprise piece of legislation that was approved by the legislature and Governor which reduces the amount of reimbursement the City receives for health and welfare services, which the City is mandated to provide to the non-public schools under State Statute 10-217-A. Under this Statute, the City uses the Board of Education as the delegate agency to provide these required services through City appropriated funds. The City of Danbury currently provides nurses, psychologists, social workers, and English as a Second Language services to the following non-public schools: Immaculate High School, St. Joseph, St. Peter, St. Gregory, Sacred Heart, Immanuel Lutheran, and Maimonides Academy. The total amount the City has budgeted under its Federal and State Budget for the 1988-1989 school year is \$323,631. Under current State Statute, the City receives 100% reimbursement

June 9, 1989

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for providing these services. It is our understanding that the change in the law now requires the City to share in the cost of these services with the State, with Danbury's reimbursement rate estimated to be 66%. In the 1989-1990 school year, projecting everything ahead, \$364,375 is budgeted in the Federal and State Budget. The change in the reimbursement rate for Danbury would mean that about \$110,035 would need to be picked up by the City under its special grant fund for next year. This does not have an impact on the Board of Education general fund budget since the City funds these services from its State and Federal grant budget. They will now need to pick up their share of these expenditures.

I have informed the Mayor, City Comptroller and the Common Council of this change in statute so they can take the appropriate action to respond to this change in state statute. The Board, as the City's delegate agency for these services, will need to cooperate through the administration in working with the City to make this adjustment.

/jgh

CC: Mayor Joseph H. Sauer
Council President Nimmons
Comptroller Dom Setaro



33

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

ROBERT T. RESHA
CORPORATION COUNSEL

ERIC L. GOTTSCHALK
LASZLO L. PINTER
JOHN JOWDY
GEORGE S. SAKELLARES
ASSISTANT CORPORATION
COUNSEL

July 25, 1989

PLEASE REPLY TO:

DANBURY, CT 06810

Hon. Joseph H. Sauer, Jr., Mayor
Hon. Members of the Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut

Re: Tax Delinquency - Grenier - July Agenda Item #12

Dear Mayor and Common Council Members:

Thank you for the opportunity to comment on the request made by the Eugene Grenier, Vice President of Craftsmen Construction, Inc. Mr. Grenier has asked that the Common Council consider waiving interest payments due on the account of Craftsmen Construction, Inc. concerning 32A Carriage House Drive. Mr. Grenier believes that such a waiver is appropriate because he did not receive bills for the taxes involved.

This question has arisen in various forms over the years. Attached is a copy of a response that I sent to one such taxpayer in 1983. In essence, I indicated then that the City was without authority to waive interest charges imposed by state law based on claims such as these. The short answer is that the state statutes require the payment of interest on all delinquent taxes, regardless of the cause of the delinquency; see C.G.S. Section 12-146.

If I can be of additional assistance, please feel free to contact me.

Sincerely,

Eric L. Gottschalk
Assistant Corporation Counsel

ELG:r

Attachment

33

CITY OF DANBURY

THEODORE H. GOLDSTEIN
CORPORATION COUNSEL

DANBURY, CONNECTICUT 06810

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

August 10, 1983

PLEASE REPLY TO:
155 Deer Hill Avenue
DANBURY, CT 06810
797-4518

ASSISTANT CORPORATION
COUNSEL

Mr. Irving Rothenberg
118 Old Boston Post Road
Danbury, Connecticut 06810

Re: Interest on Delinquent Motor Vehicle Tax

Dear Mr. Rothenberg:

I have been asked by Ms. Mary Ann Doran of the Mayor's Office to reply to your inquiry on abatement of interest charges on a delinquent motor vehicle tax when the tax bill is not received.

As I understand the situation, your automobile was registered in Connecticut in 1976 and thus appeared on the City of Danbury's tax list of 1977. However, you moved to Florida in 1977 and registered the auto in the State of Florida in that year and subsequent years. You indicate that you never received a tax bill from the City of Danbury for the 1976 Connecticut registration and although you have paid the tax and interest you feel that the interest charges should be abated in view of the circumstances.

While I can appreciate your frustration, I must reluctantly state that no satisfactory solution is available to the Tax Collector's Office. The City has only those powers granted to us by the State through its statutes. Included is the power to tax as specified in Connecticut General Statutes Title 12, however, no provision is made for refunds in the case of failure of the Tax Collector to deliver a bill or statement. This conclusion is based not only on a review of the State Statutes, but on discussions with the State Tax Commissioner's Office as well. That office offers us no procedure for resolving this difficulty.

Although I would applaud an amendment to the statutes that would allow a municipality to waive fees and charges in cases like yours, in view of the provisions of §§ 12-130 and 12-146 of the General Statutes and the legally published notices of the assessment of taxes by the City, it is with regret that I am unable to be of assistance to you in this instance, however, please feel free to contact me in the future should the need arise.

Sincerely yours,


Eric L. Gottschalk
Assistant Corporation Counsel

ELG:cr



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

September 6, 1989

Honorable Mayor Joseph H. Sauer
Honorable Members of the Common Council

Re: Water Pollution Control Project (WPCP)

Dear Mayor and Council Members:

I respectfully request the formation of a five person Common Council Committee to be tasked with the responsibility of examining the current status of WPCP. This committee would study the situation as regards Danbury's responsibilities to the State in light of the fact that funding for the project was rejected at referendum.

Also, since the projected costs have risen from \$42 million to \$79 million and engineering is only 60% complete, I feel that a committee should study the project and report back to the full Council.

I further request that I be assigned as Chairman of this committee and request that Mr. Buckley, Mr. Minahan, Mr. Kozuchowski, and Mr. Setaro be included.

Respectfully submitted,

Roger M. Bundy

Roger M. Bundy
Councilman-at-Large

JLS

Committee of the Whole Sept 6, 1989 7:30 ³⁵

Ordinance for Bonding Parking garage

Room 432

DaSilva

Recommended approval of the agreement between the City of Danbury and the Parking Authority see attached

Seconded by Flanagan

Discussion: Charles made amendment see attached

Butera Seconded

Flanagan spoke against changing the agreement at this time because there is not enough time to make the change and still get it on the ballot at the Nov. election. However this amendment could be negotiated after the agreement is approved.

~~amendment~~ failed 6 yes - 10 no. - one abstention
original motion passed unanimously.

Moran made a motion to adjourn Seconded by Mrs Butera



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

ROBERT T. RESHA
CORPORATION COUNSEL

PLEASE REPLY TO:

ERIC L. GOTTSCHALK
LASZLO L. PINTER
JOHN JOWDY
GEORGE S. SAKELLARES
ASSISTANT CORPORATION
COUNSEL

August 24, 1989

DANBURY, CT 06810

Hon. Joseph H. Sauer, Jr., Mayor
Hon. Members of the Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut

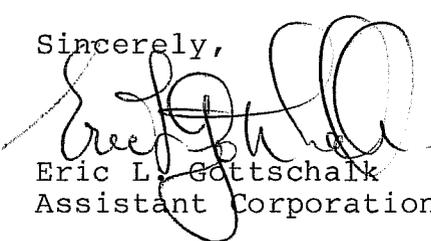
Mr. John McGarry, Chairman
and
Members of the Board of Directors
Danbury Parking Authority
2 National Place
Danbury, Connecticut 06810

Re: Parking Garage

Dear Mayor, Mr. McGarry, Common Council and Parking
Authority Members:

Please find enclosed a proposed draft agreement between the City of Danbury and the Danbury Parking Authority concerning the financing of the proposed parking garage. The draft is based upon the proposal forwarded to you by City of Danbury Director of Finance, Dominic A. Setaro, Jr., as well as discussions among City officials and members of the Parking Authority. If you have any questions regarding it please contact me or Mr. Setaro for further information.

Sincerely,


Eric L. Gottschalk
Assistant Corporation Counsel

ELG:r

Enclosure

c: Dominic A. Setaro, Jr.
Director of Finance

AGREEMENT

THIS AGREEMENT is made this day of , 1989
by and between the City of Danbury, a municipal corporation,
organized and existing under and by virtue of the laws of the
State of Connecticut, located in Fairfield County and acting
herein by Joseph H. Sauer, Jr., its Mayor, hereunto duly
authorized, and the Danbury Parking Authority, a body corporate
and politic, organized and existing by virtue of the Special
Acts of the State of Connecticut, having a principal office on
National Place in Danbury, Connecticut and acting herein
by , its , hereunto duly authorized.

WHEREAS, the Danbury Parking Authority and the City of
Danbury wish to construct a parking garage on Library Place in
Danbury; and

WHEREAS, the City of Danbury is willing to authorize the
issuance of General Obligation Bonds to finance the
construction of such a garage in accordance with the proposed
ordinance attached hereto as Schedule A; and

WHEREAS, the City of Danbury is only willing to approve
said ordinance if the Danbury Parking Authority agrees to lend
its financial support to the project;

NOW, THEREFORE, IT IS HEREBY AGREED by the parties hereto that in consideration for the approval by the City of Danbury of the issuance of said General Obligation Bonds (hereinafter the "Bonds"), the Danbury Parking Authority does hereby agree to transfer its current surplus in the amount of \$219,200.00 to the City of Danbury in five equal annual payments of \$43,840.00. The first of said payments shall be made not later than thirty (30) days prior to the first interest payment due from the City of Danbury on the Bonds. Subsequent payments shall be made on or before the anniversary date of said first payment in each of the four immediately succeeding years.

Subject to the further provisions hereof, the Danbury Parking Authority does also hereby agree to make twenty (20) additional annual payments to the City of Danbury covering the twenty-year life of said Bonds. Said payments shall be made within sixty (60) days following the completion of the annual Parking Authority audit. Said payments shall represent a portion of the Parking Authority surplus and shall be in an amount, as determined by the Director of Finance of the City of Danbury, equal to the amount of those funds of the Parking Authority which are in excess of 20% of its audited operating expenses for the prior year, if any.

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

On this the _____ day of _____, 1989, before me, Eric L. Gottschalk, the undersigned officer, personally appeared Joseph H. Sauer, Jr., who acknowledged himself to be the Mayor of the City of Danbury, a municipal corporation, and that he as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes contained therein by signing the name of the corporation by himself as Mayor.

IN WITNESS WHEREOF, I hereunto set my hand and seal this _____ day of _____, 1989.

Eric L. Gottschalk
Commissioner of the Superior Court

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

On this the _____ day of _____, 1989, before me, _____, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of the Danbury Parking Authority, a body corporate and politic, of the City of Danbury and State of Connecticut, and that he as such _____, being authorized so to do, executed the foregoing instrument for the purposes contained therein by signing the name of the Danbury Parking Authority by himself as _____.

IN WITNESS WHEREOF, I hereunto set my hand and seal this _____ day of _____, 1989.

Commissioner of the Superior Court
Notary Public

My commission expires _____.

In the event of an emergency which justifies the retention by the Danbury Parking Authority of any portion of the funds which would otherwise be transferred to the City of Danbury hereunder, the Parking Authority shall be entitled to seek Common Council approval to retain any such portion.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 1989.

Signed, sealed and delivered in the presence of:

CITY OF DANBURY

By: _____
Joseph H. Sauer, Jr.
Its Mayor

DANBURY PARKING AUTHORITY

By: _____

AN ORDINANCE APPROPRIATING \$2,400,000 FOR THE PLANNING, ACQUISITION AND CONSTRUCTION OF A PUBLIC PARKING GARAGE AND AUTHORIZING THE ISSUANCE OF \$2,400,000 BONDS OF THE CITY TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF DANBURY:

Section 1. The sum of \$2,400,000 is appropriated for the planning, acquisition and construction of a three-level public parking garage containing approximately 78,230 square feet and approximately 236 parking spaces (the "Project"), said garage to be located on a certain parcel of real property located at Library Place in the downtown area and for administrative, printing, legal and temporary financing costs related thereto.

Section 2. To meet said appropriation \$2,400,000 bonds of the City or so much thereof as shall be necessary for such purpose, shall be issued, maturing not later than the twentieth year after their date. Said bonds may be issued in one or more series as determined by the Mayor and the amount of bonds of each series to be issued shall be fixed by the Common Council in the amount necessary to meet the cost of the Project provided that the total amount of bonds to be issued shall not be less than an amount which will provide funds sufficient with other funds available for such purpose to pay the principal of and the interest on all temporary borrowings in anticipation of the receipt of the proceeds of said bonds outstanding at the time of the issuance thereof, and to pay for the administrative, printing and legal costs of issuing the bonds. The bonds shall be in the denomination of \$1,000 or a whole multiple thereof, be issued in bearer form or in fully registered form, be executed in the name and on behalf of the City by the facsimile or manual signatures of the Mayor, the City Clerk and the City Treasurer, bear the City seal or a facsimile thereof, be certified by a bank or trust company designated by the Mayor, which bank or trust company may be designated the registrar and transfer agent, be payable at a bank or trust company designated by the Mayor, and be approved as to their legality by Robinson & Cole, Attorneys-at-Law, of Hartford. They shall bear such rate or rates of interest as shall be determined by the Mayor. The bonds shall be general obligations of the City and each of the bonds shall recite that every requirement of law relating to its issue has been duly complied with, that such bond is within every debt and other limit prescribed by law, and that the full faith and credit of the City are pledged to the payment of the principal thereof and interest thereon. The aggregate principal amount of bonds to be issued, the annual installments of principal, redemption provisions, if any, the date, time of issue and sale and other terms,

details and particulars of such bonds shall be determined by the Common Council in accordance with the General Statutes of the State of Connecticut, as amended.

Section 3. Said bonds shall be sold by the Mayor at public sale or private sale, in his discretion. If sold at public sale, the bonds shall be sold upon sealed proposals at not less than par and accrued interest on the basis of the lowest net or true interest cost to the City. A notice of sale or a summary thereof describing the bonds and setting forth the terms and conditions of the sale shall be published at least five days in advance of the sale in a recognized publication carrying municipal bond notices and devoted primarily to financial news and the subject of state and municipal bonds. If the bonds are sold at private sale, the purchase agreement shall be approved by the Common Council.

Section 4. The City Treasurer is authorized to make temporary borrowings in anticipation of the receipt of the proceeds of said bonds. Notes evidencing such borrowings shall be signed by the Mayor, City Clerk and the City Treasurer, have the seal of the City affixed, be payable at a bank or trust company designated by the City Treasurer, be approved as to their legality by Robinson & Cole, Attorneys-at-Law, of Hartford, and be certified by a bank or trust company designated by the City Treasurer pursuant to Section 7-373 of the General Statutes of Connecticut, as amended. They shall be issued with maturity dates which comply with the provisions of the General Statutes governing the issuance of such notes, as the same may be amended from time to time. The notes shall be general obligations of the City and each of the notes shall recite that every requirement of law relating to its issue has been duly complied with, that such note is within every debt and other limit prescribed by law, and that the full faith and credit of the City are pledged to the payment of the principal thereof and the interest thereon. The net interest cost on such notes, including renewals thereof, and the expense of preparing, issuing and marketing them, to the extent paid from the proceeds of such renewals or said bonds, shall be included as a cost of the Project. Upon the sale of the bonds, the proceeds thereof, to the extent required, shall be applied forthwith to the payment of the principal of and the interest on any such notes then outstanding or shall be deposited with a bank or trust company in trust for such purpose.

Section 5. This ordinance shall become effective upon its approval at a referendum to be held in conjunction with the municipal election of November 7, 1989, pursuant to the revised City Charter.



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

PLANNING & ZONING DEPARTMENT

(203) 797-4525

TO: Mayor Joseph H. Sauer, Jr.
and Members of the Common Council

FROM: Dennis I. Elpern, Planning Director

RE: Farview Avenue - Change of Street Name

DATE: July 11, 1989

We are in receipt of the request from George Klein to rename Farview Avenue for the purpose of eliminating its similarity with other street names in the City.

The Danbury street map shows at least two other street names that could easily be confused with Farview Avenue, including Farview Terrace, Fairview Drive, and a number of other streets that begin with the prefix "fair." According to Mr. Klein, mail is routinely misrouted or lost because of this confusion. A change in street name should, of course, resolve this problem while also lessening the possibility of emergency personnel being sent to the wrong street. Conversely, a change would require all residents to go through the laborious exercise of changing their mailing addresses and notifying all those who regularly correspond with them.

While the Planning Department does not claim any special expertise in this area, we would suggest, as a first step, that Mr. Klein survey all of the property owners of Farview Avenue to determine how many are in agreement with his suggestion, and then to advise the City of his findings.

The Post Office, City Police and Fire Departments should be notified immediately of any decision to change the street name.

August 3, 1989

Ms Elizabeth Crudgington
City Clerk
City Hall
155 Deer Hill Avenue
Danbury, CT 06810

RE: PETITION
SEWER EXTENSION OF ABBOTT STREET

Dear Elizabeth,

The enclosed petition is self explanatory. Please see that this petition gets on the agenda for the next possible Common Council meeting.

If any questions need to be answered, or you have any comments, please contact me, as I am the coordinator for this petition.

Sincerely,



Sal Pandolfi
c/o Pandolfi Properties, Inc.
46 North Street
Danbury, CT 06810
743-4688

PETITION

WE THE UNDERSIGNED, property owners of Abbott Street, Danbury, CT 06810, hereby petition the Common Council, City of Danbury, to review and approve our request for a sewer extension to be installed on our street, beginning at the intersection of Edgewood Street and Westville Avenue, extending to the end of Abbott Street.

NAME	ADDRESS
<i>Del Pardo Jr.</i>	<i>3 Abbott St.</i>
<i>Fran Pardo Jr.</i>	<i>3 Abbott St.</i>
<i>Linda Arington</i>	<i>2 Abbott St.</i>
<i>William H. Wright</i>	<i>2 Abbott St.</i>
<i>Rudolf Band</i>	<i>9 ABBOTT ST.</i>
<i>Kathy L. Branch</i>	<i>9 Abbott Street</i>
<i>Paul P. Pelletier</i>	<i>6 Abbott St.</i>

DATE August 3, 1989

Submitted to:
Elizabeth Crudington
City Clerk



39

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

August 29, 1989

ENGINEERING DEPARTMENT
(203) 797-4641

JOHN A. SCHWEITZER, JR., P.E.
CITY ENGINEER

Mayor Joseph H. Sauer, Jr.
Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, Ct. 06810

Dear Mayor Sauer and Common Council Members:

Centennial Drive
Road Acceptance

For your information enclosed please find a copy of an August 21, 1989 letter sent to me by Attorney Daniel T. Eberhard.

On August 25, 1989 my office field inspected the roadway. All comments of our June 12, 1989 letter to the Planning Commission except for the one relative to the planting of street trees have been addressed to our satisfaction. Tree Supervisor Richard Smith has informed us that the requirements of the Subdivision Regulations with respect to street trees have not been met. We will inform you when this requirement has been addressed to Mr. Smith's satisfaction.

A claim has been lodged against the City by Joseph J. Platano and Regina Platano (owners of property on Jarrod Drive adjacent to this subdivision) relative to the removal of the temporary turn-around on which their property fronts and the subsequent reconnection of their driveway to the new road. We recommend that the Corporation Counsel's office advise you of the implications, if any, of this claim on the City's acceptance of the road.

We also request that the question of the appropriate name for this road(s) as discussed in paragraph three of our June 28, 1989 letter to you be resolved when the final acceptance of this road takes place.

If you have any questions, please give me a call.

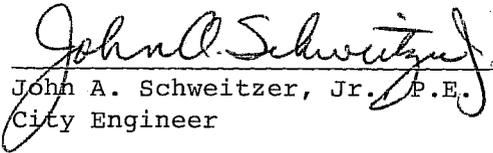
(continued on page 2)

TO: Mayor Joseph H. Sauer, Jr.
RE: Centennial Drive Road Acceptance

August 29, 1989

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Very truly yours,



John A. Schweitzer, Jr. P.E.
City Engineer

JAS/PAE/gw

Enclosure

c: Eric L. Gottschalk
Richard Smith
Frank Cavagna

39

LAW OFFICES
EBERHARD & EBERHARD
LANDMARK OFFICE CENTER
SUITE 3E
2 OLD NEW MILFORD ROAD
BROOKFIELD, CONNECTICUT 06804

DANIEL T. EBERHARD
ROBERT V. EBERHARD

COUNSEL
LOUIS A. DEFABRITIS
(1920-1983)

(203) 775-9085

DANBURY OFFICE
DANBURY, CONN. 06810
(203) 743-4464
FAX (203) 740-2593

August 21, 1989

RECEIVED

AUG 21 1989

Engineering Dept

John A. Schweitzer, Jr., P.E.
City Engineer
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Re: Centennial Drive -
Heritage Estates

Dear Mr. Schweitzer:

Enclosed herewith please find the mylar originals for this new road-
way which is pending acceptance by the City.

Also, in response to your letters of June 12, 1989 to the Planning
Commission and of June 28, 1989 to the Mayor and Common Council, please
be advised that Mr. Kilian of Earthmovers, Inc., our road contractor,
informs me that all the construction work including drainage and shoulders
has been completed.

Specifically, cleaning of the storm drainage system is currently
underway and should be completed by the time you receive this letter.

Mr. Fagan also informs me that at my request, he installed the last
two monuments that were mentioned in your letters and with completion
of these mylars his work is also finished.

Would you please review and submit a final report so that we may
proceed with the road acceptance by the City.

As to the final remaining issue regarding the road name, I agree with
your position that this issue should be resolved by the Common Council
itself upon road acceptance.

Thank you for your cooperation.

Sincerely yours,



Daniel T. Eberhard

DTE:db
Enclosures

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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

June 28, 1989

ENGINEERING DEPARTMENT
(203) 797-4641

JOHN A. SCHWEITZER, JR., P.E.
CITY ENGINEER

Mayor Joseph H. Sauer, Jr.
Common Council
City of Danbury
155 Deer Hill Avenue.
Danbury, Ct. 06810

Dear Mayor Sauer and Common Council Members:

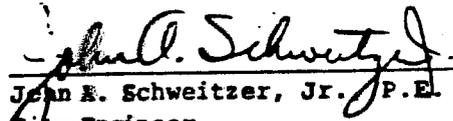
Per Item Number 41 of the minutes of the June 6, 1989 Common Council meeting, a report from me relative to the petition received for the acceptance of ~~Centennial Drive~~ as a City road is requested.

Enclosed please find a copy of my June 12, 1989 letter to Planning Commission Chairman Frank Bondatti, Jr. Comment 3 of this letter lists those construction items which are to be addressed before we recommend that the City accept the road. These items are relatively minor in nature. We will inform you when these conditions have been properly addressed.

One issue which we feel should be addressed at the time of acceptance of this road is the Centennial street name problem which would occur. The portion of Centennial Drive being considered for acceptance connects the existing Centennial Drive with an existing road called Jarrod Drive. We have been concerned all along that the change of name "midblock" will be confusing for emergency (police and fire), postal and other reasons. We recommend that the entire road have only one name. Enclosed for your reference please find copies of a February 27, 1989 letter from Attorney Daniel T. Eberhard and my March 30, 1989 letter to the Planning Commission. Final resolution of this street name problem would probably be best made by the Common Council when the road is accepted.

If you have any questions, please give us a call.

Very truly yours,


John A. Schweitzer, Jr. P.E.
City Engineer

JAS/PAE/gw

Enclosures



CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

September 6, 1989

Honorable Mayor Joseph H. Sauer
Honorable Members of the Common Council

Re: Acceptance of Centennial Drive

The ad hoc committee appointed to review the request to accept Centennial Drive met on August 2, 1989 at 7:00 P.M. in Room 432 in City Hall. In attendance were committee members Regan and Butera. Also attending was City Engineer Jack Schweitzer.

Mr. Schweitzer recommended that the City accept this road subject to the conditions stipulated in a letter dated June 12, 1989 from him to the Chairman of the Planning Commission. Also, the portion of Centennial Drive being considered for acceptance connects the existing Centennial Drive with an existing road called Jarrod Drive. Therefore, it is recommended that the entire road have one name.

Mrs. Butera made a motion to accept Centennial Drive subject to the conditions of the City Engineer, the Planning Commission and the Corporation Counsel and that the name be changed from Jarrod Drive to Centennial Drive. Seconded by Mr. Regan. Motion carried unanimously.

Respectfully submitted,


ARTHUR D. REGAN, Chairman


JANET A. BUTERA


T. ARTHUR CRESCI



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

September 6, 1989

Honorable Mayor Joseph H. Sauer
Honorable Members of the Common Council

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Mr. Schweitzer recommended that the City accept this road subject to the conditions stipulated in a letter dated June 12, 1989 from him to the Chairman of the Planning Commission. Also, the portion of Centennial Drive being considered for acceptance connects the existing Centennial Drive with an existing road called Jarrod Drive. Therefore, it is recommended that the entire road have one name.

Mrs. Butera made a motion to accept Centennial Drive subject to the conditions of the City Engineer, the Planning Commission and the Corporation Counsel and that the name be changed from Jarrod Drive to Centennial Drive. Seconded by Mr. Regan. Motion carried unanimously.

Respectfully submitted,

ARTHUR D. REGAN, Chairman

JANET D. BUTERA

T. ARTHUR CRESCI



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

August 20, 1989

Hon. Mayor Joseph Sauer
Hon. Members of the Common Council

RE: South Street Renumbering and Recommendations for Future Street
Renaming/Renumbering

The Committee appointed to review the above met on August 9, 1989, at 7:30 P.M., in Room 432 of City Hall. In attendance were committee members, L. Bourne (Chair), Mari Ann Danise, John Esposito, and Barry Connell ex-officio. Also attending were: Planning Director, Dennis Elpern, Assistant Planner, Heidi Tolo; Tax Assessor, Anne DeFlumeri; Fire Department representative, Jack Murphy; and Police Department representative, Art Sullo.

The Chair began by explaining that the charge was to review the renumbering of South Street, and to recommend to the Council a procedure to follow for future street renaming/renumbering.

After discussion of South Street and reviewing the proposed renumbering, Mr. Esposito moved to recommend to the Council that South Street be renumbered as proposed by the Planning Department provided that:

- The matter is deferred to a public hearing;
- The City Clerk's office notifies all property owners of record of the public hearing, and supplies them with a listing of the proposed change;
- That personnel from Police and Fire Departments be present at the hearing to detail the necessity of the change; and,
- That a representative of the Danbury Post Office be present at the meeting, or addresses the concern as to the timing for individuals to change to the new number.

Motion was seconded by Mrs. Danise, and passed unanimously.

Please note as to the renumbering of South Street, Fred Visconti, the 911 Coordinator wrote, "that in order for our upcoming 911 service to be effective, the numbers on Lower South Street beginning with zero will have to be changed."

The Committee then discussed the handling of future streets for renaming or renumbering. Our recommendations are as follows:

For new streets:

- The Planning Department will propose an amendment to the Subdivision and Zoning Regulations stipulating for new developments that proposed street names shall not be duplicative of existing streets.

For old streets:

- The Planning Department will review the list as supplied by Chief Macedo (copy attached) and make recommendations to the Council for proper action.
- The Planning Department will notify appropriate City agencies of the proposed change.
- The Council will hold a public hearing on the proposed changes.
- All affected property owners shall be notified in writing from the City Clerk's office of a public hearing for such purpose and supplied with a copy of the proposed change.
- The City Clerk's office will notify Post Office and all appropriate City departments of Council's action.

Mrs. Bourne moved on the above recommendation, seconded by Mrs. Danise, passed unanimously.

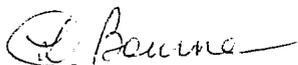
It was discussed that this project will take well in excess of a year to complete, and basically the leadership of this undertaking must come from the Planning Department.

As stated, street name duplications and incorrect numbering pose a serious health and safety problem for our community.

Attached to this report is Atty. Gottschalk's memo outlining the Council's power as granted by State law to rename and renumber City streets.

The meeting adjourned at 8:03 P.M.

Respectfully submitted,



Lovie Bourne, Chair

Mari Ann Danise

John Esposito

LDB/eos
Attachments

Abbott Road	Fairview Avenue	Oak St
" Ave	" Terrace	" ln
		Oak Ln
		Oak Ln
Alan Ave	Fifth Street	
" Rd	" Avenue	Oak Ridge Ave
		" " Gate
Barnum Ct.	Golden Hill Rd	
" Rd	" " Ave	Oil Mill Rd
	" " Lane	" " Terr
Belmont Circle		
" Lane	Grove Street	Overlook Dr
" Place	" Place	" Rd
		" Terrace
Berkshire Drive	Hawley Avenue	
" Place	" Road	Padanaram Ave
	" Road Ext.	" Rd
	" Terrace	
Birch Street		Park Ave
" Road	Hayestown Ave	" Place
" Trail	" Heights	" Road
	" Road	
Candlewood Drive		Pembroke Rd
" Pines	Highland Ave	" Terr
" Park	" Dr.	
" Vista	" Park Drive	Pleasant St
		" Acres
Cedar Street	Hillside St.	" Drive
" Crest Drive	" Ave	" View Dr
" Drive	" Road	
" Road		Ridge Crest Rd
" Terrace	Holley Street	Ridge rd
" Trail	" Lane	" Rd
	" St. Ext.	Ridgebury Rd
Circle Drive		Ridgeside Rd
" Drive East	Lakeview Ave.	Ridgewood
" Drive West	" Drive	" Dr
" Terrace	" Trail	
		Second St
Claremont Avenue	Liberty St	" Ave
" Terrace	" Ave	
		Shelter Rock Rd
Cornell Lane	Maple Ave	" " Ln
" Road	" Lane	
" Road	" Ridge Rd	Skyline Dr.
	" Trail	" Terr
Crest Road		
" Avenue	Morgan Ave	South St.
	" Rd.	" Ave
Crestdale Drive		
" Road	Mountainville Rd	Spruce Mtn Rd
	" Ave	" " Trail
Fairfield Avenue		
" Court		
" Ridge		

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Starr Street
" Ave
" Road

Stevens St
" Pl

Sunset Cove
" Drive
" Drive
" Ridge

Swanson Ave
" Rd

Terrace Street
" Place

Triangle St
" Terrace

Union Ave
" Circle
" Lane

Valley View Dr
" " Road

Ventura Ave
" Rd

Vista St
" Ave

Westwood Drive
" Terr
" Village

Willow Street
" Lake Dr
" Lane
" Pond Rd
" Trail



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

Robert T. Resha
CORPORATION COUNSEL
ERIC L. GOTTSCHALK
LASZLO L. PINTER

John Jowdy
George S. Sakellares
ASSISTANT CORPORATION
COUNSEL

PLEASE REPLY TO:

DANBURY, CT 06810

February 22, 1988

Councilwoman Lovie D. Bourne
Common Council
City of Danbury
155 Deer Hill Avenue
Danbury, Connecticut

Re: Street Addresses - Yours, February 18, 1988

Dear Lovie:

Among the powers of the Common Council is the power, granted by State law, to "lay out, construct, reconstruct, alter, maintain, repair, control, operate and assign numbers to streets, alleys, highways, boulevards, bridges, underpasses, sidewalks, curbs, gutters, public walks and parkways." In the past, we have taken the position that the foregoing language authorized the Common Council to both rename as well as renumber city streets. Heretofore both acts have been accomplished by resolution of the Common Council.

Past cases of renumbering-renaming have not generated any claims against the City of Danbury. This is probably due first, to the fact that individual property owners have, to the best of my knowledge, no personally protectable right to any such name or number and, secondly, because in any event, there exists a compelling public interest involving the health and safety of the community which must be viewed as outweighing any private inconvenience.

Finally, if you wish to adopt an ordinance which requires developers to submit proposed street names and numbers for their projects to the City for approval, please advise. Bear in mind, however, that an amendment to the Subdivision Regulations might be a better approach since, from a practical point of view, Common Council involvement in road acceptances (the likely point at which questions like these are apt to surface) occurs long after homes in the subdivision have been occupied.

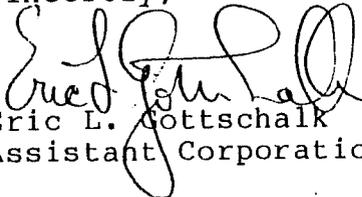
Councilwoman Lovie D. Bourne
Re: Street Addresses

February 22, 1988

- 2 -

If you wish to have this issue resolved through an amendment to the Subdivision Regulations, please advise me and I will discuss the matter with the Attorney John Jowdy and determine how best to proceed.

Sincerely,



Eric L. Gottschalk
Assistant Corporation Counsel

ELG:cr

Committee of the Whole Sept 6 1989 RE: Neighborhood Assistance
Act City Hall Sept 6 at 7:20 attendance see attached Room 432

Moran motion accept committee report + recommend to full
Eriquiry second
unanimously approved
Moran motion to adjourn
Eriquiry second

(41)

→ council to approve the specific project proposals
submitted by various non-profit organizations for inclusion
in the 1989 Neighborhood Assistance Act Program.

Submitted by
Arthur D. Ryan

~~Arthur D. Ryan~~



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

August 1, 1989

Honorable Mayor Joseph H. Sauer
Honorable Members of the Common Council

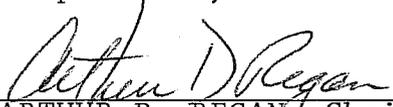
Re: Neighborhood Assistance Act

The ad hoc committee appointed to review the Neighborhood Assistance Act Program met on July 26, 1989 at 11:30 A.M. in Room 432 in City Hall. In attendance were committee members Regan, Gallo and Danise. Also present was Diana Burgos.

Mrs. Burgos explained that in order for a non-profit organization to qualify for the Neighborhood Assistance Program, our legislative body must hold a public hearing and vote to approve the specific programs. When a non-profit organization is qualified they can solicit charitable donations from corporations who will receive up to 60% tax credit on their donations.

Mr. Gallo made a motion to recommend that the Common Council approve the specific project proposals submitted by various non-profit organization for inclusion in the 1989 Neighborhood Assistance Act Program. Seconded by Mrs. Danise. Motion carried unanimously.

Respectfully submitted,


ARTHUR D. REGAN, Chairman


BERNARD P. GALLO


MARY ANN DANISE



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

August 1, 1989

Honorable Mayor Joseph H. Sauer
Honorable Members of the Common Council

Re: Neighborhood Assistance Act

The ad hoc committee appointed to review the Neighborhood Assistance Act Program met on July 26, 1989 at 11:30 A.M. in Room 432 in City Hall. In attendance were committee members Regan, Gallo and Danise. Also present was Diana Burgos.

Mrs. Burgos explained that in order for a non-profit organization to qualify for the Neighborhood Assistance Program, our legislative body must hold a public hearing and vote to approve the specific programs. When a non-profit organization is qualified they can solicit charitable donations from corporations who will receive up to 60% tax credit on their donations.

Mr. Gallo made a motion to recommend that the Common Council approve the specific project proposals submitted by various non-profit organizations for inclusion in the 1989 Neighborhood Assistance Act Program. Seconded by Mrs. Danise. Motion carried unanimously.

Respectfully submitted,

ARTHUR D. REGAN, Chairman

BERNARD P. GALLO

MARI ANN DANISE



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

August 24, 1989

COMMON COUNCIL

Honorable Mayor Joseph Sauer
Honorable Members of the Common Council

The committee appointed to review the request for additional funding for the Board of Education met on August 24, 1989 at 7:30 P.M. in room 432 in City Hall. In attendance were committee members Nimmons, Eriquez and Fazio. Also in attendance were Comptroller Dom Setaro, Superintendent of Schools Dr. Anthony Singe and Board of Ed President John Fepe.

Mr. Setaro presented a summary of our current position in which he indicated a shortfall existed in the 1988-89 budget year based on changes in grant reimbursements that would have to be made up from the \$793,218 recieved for code compliance work. Approximately \$402,000 would be applied to that shortfall in 1988-89 due to an accounting procedure leaving a remaining shortfall of about \$240,000 for that year.

The balance would then be applied to the 1989-90 budget creating an overage for that year of \$285,000. The net would be an overage of approximately \$45,000 which would be available only after certification which could not occur until the audit has been completed in November. It was also stated that the city may face other supplemental spending requests putting additional pressures on an already tight situation and that the forcast for reimbursement from the state for next year will be lower.

Dr. Singe stated that the Mayor in an oral communication said he recognized it was a difficult budget and that he would recommend that the council provide the additional aid should the schools be eligible for reimbursement for code compliance work. However based upon the presentation of Mr. Setaro it appears that no additional aid would be forthcoming at this time.

Mr. Nimmons moved that the committee recommend that the Council deny the request of the Board of Education without prejudice based on the advice of the comptroller and that

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the Council entertain the request again at a future date should additional funds become available. The motion was seconded by Mr. Eriquez and carried unanmously.

Respectfully submitted,



Michael S. Fazio
Chairman

James Nimmons

Gene Eriquez



42

BOARD OF EDUCATION
 CITY OF DANBURY
 SCHOOL ADMINISTRATION BUILDING, MILL RIDGE
 DANBURY, CONNECTICUT 06811
 (203)797-4700

August 8, 1989

The Honorable Joseph H. Sauer and
 Mayor of the City of Danbury
 155 Deer Hill Avenue
 Danbury, Connecticut 06810

James E. Nimmons, Jr., President
 Danbury Common Council
 65 King Street
 Danbury, Connecticut 06811

Dear Mayor Sauer and Mr. Nimmons:

This letter follows up on my letter of June 16, 1989, in which I wrote on behalf of the Board of Education requesting a supplemental 1989-1990 budget allocation.

It is my understanding that the City anticipates receiving, in fiscal year 1989-1990, approximately \$793,218 in additional state aid reimbursements for school construction projects. At the time you announced your education budget for 1989-1990, you indicated that you would recommend to the Council that any additional aid the City receives under the School Construction Grants be allocated to the schools. I respectfully request that you make such a recommendation at the next meeting of the Common Council so that such funds could be considered in our planning as we begin the 1989-1990 school year to make restorations in critical areas that we were forced to cut back due to the budget shortfall.

On behalf of the Board, I thank you and the Council for your favorable consideration of this request.

Sincerely,

John Pepe, Chairperson
 Danbury Board of Educaiton

JP/jgh
 CC: Members of the Board
 Dr. A. L. Singe
 M. Fazio ✓
 G. Eriquez
 D. Setaro



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

September 6, 1989

Honorable Mayor Joseph H. Sauer
Honorable Members of the Common Council

Re: Interweave Grant

The committee appointed to review the Interweave Grant met on August 8, 1989 in Room 432 in City Hall. In attendance were committee members Connell and Zotos. Also in attendance were Leo McIlrath and Dominic Setaro.

Mr. McIlrath gave a brief history of the Interweave Program and stated that it was in its 7th year of operation. The Department of Elderly Services was requesting, in this application, the amount of \$30,000, Title III, with a local cash match of \$24,928.

Mr. Zotos made a motion to approve the amended application for \$24,928. Seconded by Mr. Connell. Motion carried unanimously.

Respectfully submitted,

BARRY J. CONNELL, Chairman

NICHOLAS ZOTOS

ARTHUR CRESCI



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

September 6, 1989

Honorable Mayor Joseph H. Sauer
Honorable Members of the Common Council

Re: Appointment of Alternate to the Environment Impact
Commission

The Common Council Committee appointed to review the appointment of an alternate to the Environmental Impact Commission met on Wednesday, August 23, 1989 at 8:00 P.M. in Room 432 in City Hall. In attendance were committee members Renz and Gallo as well as Council Member Roger Bundy, ex-officio.

Concerns previously raised regarding the candidate's involvement in real estate were put to rest as the candidate is not an active realtor.

Mr. Gallo made a motion to recommend the appointment. Seconded by Mr. Renz. Motion carried unanimously.

Respectfully submitted,

GARY D. RENZ, Chairman

BERNARD GALLO

WILLIAM H. SHAW



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

September 6, 1989

Honorable Mayor Joseph H. Sauer
Honorable Members of the Common Council

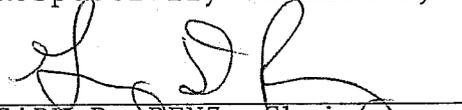
Re: Appointment of Alternate to the Environment Impact
Commission

The Common Council Committee appointed to review the appointment of an alternate to the Environmental Impact Commission met on Wednesday, August 23, 1989 at 8:00 P.M. in Room 432 in City Hall. In attendance were committee members Renz and Gallo as well as Council Member Roger Bundy, ex-officio.

Concerns previously raised regarding the candidate's involvement in real estate were put to rest as the candidate is not an active realtor.

Mr. Gallo made a motion to recommend the appointment. Seconded by Mr. Renz. Motion carried unanimously.

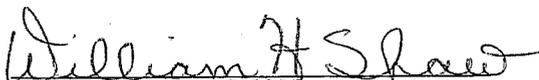
Respectfully submitted,



GARY D. RENZ, Chairman



BERNARD GALLO



WILLIAM H. SHAW

PROPOSE A NEW FIRST SENTENCE IN PARAGRAPH TWO ON PAGE TWO:

"Subject to the further provisions hereof, the Danbury Parking Authority does also hereby agree to make additional annual payments to the City of Danbury until the City of Danbury has been fully reimbursed for all of its expenses in connection with this project, including interest."



JK

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

September 6, 1989

Honorable Mayor Joseph H. Sauer
Honorable Members of the Common Council

Re: Unexpended Per Capita Grant Funds

The Common Council Committee appointed to review unexpended per capita grant funds met on Monday, August 28, 1989 in Room 432 in City Hall. In attendance were committee members Bundy, Butera and Moran.

The committee thoroughly reviewed the July 10, 1989 communication from William J. Campbell the Health Director for the City which discussed the details of transferring \$4,879 from the contingency account to the Health and Housing Department's Per Capita Grant account. It is worthy to note that Section 19a-202 of the General Statutes of Connecticut mandates the roll forward of these unexpended grant monies.

Mrs. Butera made a motion to recommend to the full Common Council that the sum of \$4,879 which represents unexpended per capita grant funds from the Connecticut State Department of Health Services be transferred from the contingency account to the Health and Housing Department's Per Capita Grant account pending certification from Comptroller Dominic Setaro. Motion was seconded by Mr. Moran and carried unanimously.

Respectfully submitted,

ROGER M. BUNDY, Chairman

JANET D. BUTERA

HANK S. MORAN



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

**DEPARTMENT
OF FINANCE**

September 12, 1989

Certification #6

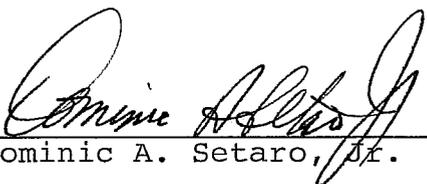
TO: Common Council via
Mayor Joseph H. Sauer

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

Per Common Council approval we hereby certify the availability of \$4,879.00 to be transferred from the Contingency Fund to the Health Department's Contribution and Grant Account #02-04-101-072800.

The above request for funds was approved by the Common Council on September 6, 1989 pending this certification.

Balance of Contingency Fund	\$1,642,814.00
Less this request	<u>4,879.00</u>
	\$1,637,935.00



Dominic A. Setaro, Jr.

DAS:af



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

September 6, 1989

Honorable Mayor Joseph H. Sauer
Honorable Members of the Common Council

Re: Proposed Ice Skating Rink

The committee appointed to study the development of an ice skating rink met on June 20, 1989 at 8:00 P.M. in Room 432 in City Hall. In attendance were committee members Bundy and Connell.

The committee reviewed progress regarding prior reports submitted on November 1, 1988 and February 7, 1989 wherein the history of the project was discussed as well as the necessity for Executive action through certain City departments. The reports are attached for your review and you will note that until specific alternate plans are formulated through the executive to specific department heads there is not a great deal this committee can accomplish. Corporation Counsel and Bond Counsel have both expressed their opinions regarding a specific site in relation to a referendum which is self-explanatory.

The committee would once again task the Mayor's Office and the specific departments involved in this project to review the attached and obtain the proper legal opinion on how to proceed with the dismantling of the current plan which is definitely not feasible and the formulation of a new plan on a new site that would be workable.

Respectfully submitted,

ROGER M. BUNDY, Chairman

BARRY J. CONNELL

JOSEPH DaSILVA



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CITY OF DANBURY

155 DEER HILL AVENUE.

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

PROGRESS REPORT

February 7, 1989

Honorable Mayor Joseph H. Sauer
Honorable Members of the Common Council

Re: Proposed Ice Skating Rink

The committee appointed to review the proposed ice skating rink met on January 24, 1989 at 7:30 P.M. in the Fourth Floor Lobby in City Hall. In attendance were committee members Bundy, and DaSilva. Also in attendance were Comptroller Dominic Setaro, Director of Parks and Recreation Robert Ryerson, Planning Director Dennis Elpern, Assistant Corporation Counsel Eric Gottschalk, Superintendent of Public Utilities William Buckley, and Council Member Hank Moran, ex-officio.

Discussion was focused on the original bond ordinance approved by the voters and the appropriation of \$2,909,000 to be used to construct an ice skating rink on City property at Hatters Park. Mr. Gottschalk responded to a request in a report dated November 29, 1988 (attached). The City's Bond Counsel also responded to the committee's questions in a letter dated December 5, 1988 addressed to Mr. Gottschalk and forwarded to the committee (attached). In essence these reports support the fact that a change in the siting of the proposed ice skating rink cannot be made without a new referendum. After much discussion of the facts presented in the November 1, 1988 Progress Report, Mr. DaSilva made the following motion:

"This committee will pursue within the scope of its authority a site selection process specifically designed to identify a suitable site meeting all requirements for accomodating the proposed ice skating rink. The criteria to be used in selecting a site will be:

1. traffic and mass transit;
2. utilities;
3. soil;
4. environmental constraints;
5. land use conflicts;
6. convenience of location;
7. engineering considerations;
8. comparison to Hatters Park Site.

Seconded by Mr. Bundy. Motion carried unanimously.

ROGER M. BUNDY, Chairman

JOSEPH DaSILVA

Respectfully submitted,

BARRY CONNELL



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

ROBERT T. RESHA
CORPORATION COUNSEL

ERIC L. GOTTSCHALK
LASZLO L. PINTER
JOHN JOWDY
GEORGE S. SAKELLARES
ASSISTANT CORPORATION
COUNSEL

PLEASE REPLY TO:

DANBURY, CT 06810

November 29, 1988

Councilman Roger M. Bundy
Common Council
City of Danbury
Connecticut

Re: Ice Rink

Dear Roger:

The following is in response to your request for a report in connection with the above. This item appeared on the November Common Council agenda as item #50.

As you have observed, the bond ordinance approved by the voters authorized the appropriation of \$2,909,000 to be used to construct an ice skating rink on City property at Hatters' Park. In the past, we have always taken the position that questions like the ones you posed should properly be addressed to bond counsel. In this instance, however, I feel rather comfortable telling you that it is my impression that our bond counsel, Atty. Frank D'Ercole, is likely to advise us that if we wish to change the conditions upon which the referendum was based, we need to resubmit the question to the voters.

Accordingly, although the final word should be left to Mr. D'Ercole, I believe that any proposed change in either the amount to be borrowed or the location of the rink (since the location was also fixed in the ordinance) must be resubmitted to the voters. By copy of this letter, I am requesting that Mr. D'Ercole review the matter and advise both of us.

Councilman Roger M. Bundy
Re: Ice Skating Rink
Page 2.

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November 29, 1988

Finally, you asked about the Common Council's responsibility regarding the appropriation; as it now stands. As I see it, since you have determined that insufficient funds exist to accomplish the project, it is up to the Common Council to determine whether or not to support an increase in funding or to drop the concept. The ramifications of a decision to let the plan lie dormant might also be worth reviewing with bond counsel.

If you have any other questions in the meanwhile, please let me know. As soon as we hear from bond counsel it will probably be a good idea to sit down and review where we stand.

Sincerely,



Eric L. Gottschalk
Assistant Corporation Counsel

ELG:g

c: Hon. Joseph H. Sauer, Jr., Mayor

S. Frank D'Ercole, Esq.

ONE COMMERCIAL PLAZA
HARTFORD, CONNECTICUT 06103-3597
203-275-8200

FINANCIAL CENTRE
POST OFFICE BOX 10305
STAMFORD, CONNECTICUT 06904-2305
203-964-1200

TELECOPIER HARTFORD 203-275-8299
TELECOPIER STAMFORD 203-359-8576
TELEX BOTH OFFICES 99-4407

PLEASE REPLY TO HARTFORD

S. FRANK D'ERCOLE
HARTFORD
203-275-8246

December 5, 1988

Eric L. Gottschalk, Esq.
Assistant Corporation Counsel
City of Danbury
P.O. Box 1261
Danbury, CT 06810

Dear Rick:

In reply to your letter of November 29, 1988 addressed to Councilman Roger M. Bundy, please reference my letter of December 1 to Mr. Robert G. Ryerson, (copy enclosed) which covers the matters raised in your letter. Further, you are correct in assuming that changes in the scope of the project or any change in the estimated cost of the project above the amount of the appropriation must be submitted to the voters at referendum to approve an amendment to the ordinance.

Very truly yours,


S. Frank D'Ercole

SFD:epm
Enclosure

cc: Councilman Roger M. Bundy
Dominic A. Setaro, Jr., Comptroller

LAW OFFICES

ONE COMMERCIAL PLAZA
HARTFORD, CONNECTICUT 06103-3597
203-275-8200

FINANCIAL CENTRE
POST OFFICE BOX 10305
STAMFORD, CONNECTICUT 06904-2305
203-964-1200

TELECOPIER HARTFORD 203-275-8299
TELECOPIER STAMFORD 203-359-8576
TELEX BOTH OFFICES 99-4407

PLEASE REPLY TO HARTFORD

S. FRANK D'ERCOLE
HARTFORD
203-275-8248

December 1, 1988

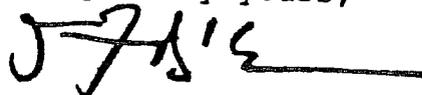
Mr. Robert G. Ryerson
Director, Parks & Recreation
City of Danbury
Hatters Community Park
7 E. Hayestown Road
Danbury, CT 06810

Re: An Ordinance Appropriating \$2,909,000 For The
Planning, Acquisition And Construction Of An Ice
Rink And Authorizing The Issuance Of \$2,909,000
Bonds Of The City To Meet Said Appropriation And
Pending The Issue Thereof The Making Of Temporary
Borrowings For Such Purpose

Dear Mr. Ryerson:

In reply to your inquiry by memorandum of November 21, 1988 to Eric Gottschalk which was forwarded to me under cover letter from Mr. Gottschalk, dated November 28, 1988, the appropriation made under the captioned bond ordinance may only be used for an ice rink to be constructed in Hatters Park. Further, the appropriation shall be null and void if the project is abandoned by action of the Council or if three fiscal years shall elapse without expenditure from or encumbrance of the appropriation, in which case the project shall be deemed to have been abandoned. City of Danbury Revised Charter, Section. 7-9(g).

Very truly yours,



S. Frank D'Ercole

SFD:epm
cc: Eric Gottschalk
Dominic Setaro



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CITY OF DANBURY

165 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL
PROGRESS REPORT

November 1, 1988

Honorable Mayor Joseph H. Sauer
Honorable Members of the Common Council

Re: Ice Skating Rink

The committee appointed to study "Development of an Ice Skating Rink met on Thursday, October 20, 1988 in Room 432 of City Hall at 7:30 P.M. In attendance were committee members Bundy, and DaSilva. Also in attendance were Director of Parks and Recreation Robert Ryerson, City Engineer Jack Schweitzer and Council Member Regan, ex-officio. Comptroller Dominic Setaro advised the committee in writing of his involvement with the project and his willingness to assist in any way possible.

Mr. Bundy requested information from the City Clerk's Office regarding Common Council activity regarding the ice rink. Mr. Bundy was assured by the City Clerk that the information given to him was all data regarding the issue. The following represents a synopsis of the activity:

March 4, 1985 - Presentation of a \$5.6 million recreational and cultural development plan requiring voter approval for bonding of which \$1,650,000 was included for ice skating rink (indoor) located at Hatters Park as part of the Town Park-Hatters Park linear recreational complex.

March 4, 1986 - Ad hoc committee regarding Cultural/Recreational Bond Issue met on January 15, 1986 and February 19, 1986. The committee which was chaired by Gene Eriquez proposed a \$5,264,000 Cultural/Recreational Bond Issue as one question to the voters. The bond included \$2,145,000 for the ice skating rink. The rink was to be completed in 1988.

December 15, 1986 - Ad hoc committee regarding request to amend the Recreational/Cultural Bond Referendum chaired by Joseph DaSilva met to consider changing the site of the ice skating rink. A question was raised as to adequate parking for the 1500 permanent seat facility. No action was taken due to the linear park concept previously accepted and "because this project has proceeded to a significant degree with funds expended for site plan and schematics.

Bonding and Ordinance Information - The following Ordinance was enacted at a meeting of the Common Council held May 6, 1986 and approved by the Mayor on May 7, 1986.

"An Ordinance appropriating \$2,909,000 for the planning, and acquisition and construction of an ice skating rink and authorizing the issuance of \$2,909,000 bonds of the City to meet said appropriations and pending the issue thereof the making of temporary borrowings for such purpose."

1. Acquisition and planning and construction of an enclosed ice skating rink in Hatters Park.
2. Pavement of the adjacent parking lot.
3. Purchase of related equipment including a zamboni machine
4. Engineering and Architect fees.
5. Fees, interest, legal, administrative and other related costs.

Approved by Referendum on June 17, 1986.

Recreational/Cultural Bond Issue - \$5,264,000.

On September 12, 1988 Mr. Bundy had a meeting with Mr. Setaro to discuss the current status of the approved funding for the project. Mr. Setaro advised that the original proposal for the ice skating rink was made in March, 1985 and was estimated at \$2,909,000 which broke down as follows:

Construction	\$ 1,655,000
Architects	290,000
Equipment	200,000
Contingency	321,750
Bond Issue Expense	44,000
Bond Interest Expense	398,250
Total	<u>\$ 2,909,000</u>

The site selection of Hatters Park was, according to the Common Council correspondence based on the linear park concept which locates several recreational facilities in the same area. However, as early as December 15, 1986 there was concern that the site was inadequate to accommodate parking for a 1500 permanent seat facility. It is unclear where the 1500 number came from since subsequent architectural plans call for either a 750 or 1000 seat facility. In any case there is not adequate space at present for parking whether it be for 750, 1,000 or 1,500.

On January 16, 1987 a meeting was held at the Danbury Parks and Recreation Department. Present at the meeting were the following: Robert Ryerson, Leonard Sedney, former Planning Director, Basil Friscia, former Public Works Director, City Engineer Jack Schweitzer, Assistant Corporation Counsel Eric Gottschalk and others. Also present were the architects retained by the City. The purpose of this meeting was to review the schematic design progress. Drawings and a model were presented and generally approved. Discussion was held and several potential

*Stecker, LaBau, Arneill, McManus

problems were brought out. Specifically,

1. The issue of parking was discussed. The 160 cars shown on the site plan is the maximum for the site. However, it was noted that nearby parking areas could augment on-site parking. The architect suggested a comprehensive study of the entire recreational area could resolve some of the parking problems. The owner requested a proposal to design additional parking across Hayestown Road.
2. Water is available on Hayestown Road. The question of sewer is unresolved. The contract documents will call for a septic system although a sewer hook-up may be available by the time construction is complete.
3. It was noted that Northeast Utilities has flood rights to the 440' elevation which incorporates the entire site. A license is required to build below the 440' elevation. The architect will provide a preliminary site plan showing existing grades and the proposed floor elevation to expediate the process.

Subsequent to the January 16, 1987 meeting the architects submitted a "Cost Estimate At Design Development Stage, Revision I". This estimate was dated April 6, 1987 and totaled \$3,625,830. In August the architects submitted a report to the City from Purcell Associates regarding "Sewage Disposal Danbury Ice Rink". In essence, the report states that the cost for sewage disposal vis a vis storage tanks and weekly pumping would range from a best case scenario of \$45,000 for tanks with a \$3,500 per week pumping fee to a worst case scenario of \$148,500 for tanks with a \$6,335 per week pumping fee. These costs are enormous add-ons when one considers the City has property available with the necessary sewer accommodations.

The cost to the City for the plans totaled \$327,000 and broke down as follows:

Schematic Design	\$ 61,000
Design Development	180,000
Contract Document	153,000
Construction Observ.	<u>33,000</u>
 Total	 \$ 327,000

As of November 5, 1987 all but \$33,000 (construction observ.) has been paid to the architects.

On March 10, 1988, City Engineer Jack Schweitzer sent a letter to the architects stating that the City did not want to incur any additional expenses except for Construction Observation. The architects had no other work tasked to them for which the City could have been billed at this time.

The proposal and plans submitted by the architects exceeded the approved referendum amount by nearly \$2,000,000 when one considers that the monies allocated for the construction, equipment, and contingency totaled \$2,176,750 and, the cost of their design was \$3,625,830 plus the sewage disposal costs. The design, it must be noted, contains no plans or costs for the parking facilities either. This would also lead to increased costs.

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There is another proposal on the construction of an ice skating rink which was submitted by HONCO SYSTEMS, INC. in a letter dated March 28, 1988. This proposal includes all work and material needed to provide a fully functioning ice skating rink. However, the proposal excludes all work and materials beyond ten feet of the perimeter of the rink. The only work beyond this limit that will be undertaken by HONCO are the installation of septic tanks and one access to the site that will extend completely around the building. This proposed rink is not as elaborate as the one proposed by Stecker, LaBau, etc. However, even without some of the amenities HONCO's proposal is sufficient to meet the City's demands at a cost of \$2,191,800. Additional costs would still include parking facilities and sewage disposal facilities. It should also be noted that the cost of preparing architectural plans for the HONCO rink is \$75,000 as opposed to the \$327,000 sans \$33,000 that was charged by Stecker.

A major element not as yet addressed in any communications reviewed by Mr. Bundy surfaced for the first time in the HONCO letter of March 28, 1988. That is the fact that the ground may not have a sufficient compaction ratio to support the structure. The site works would entail compaction if the rink was to be constructed. The costs of such service would be approximately \$350,000 (additional).

During discussion, the committee discerned the following facts from Mr. Schweitzer:

1. As regards the Hatterstown Park site Engineering has found that soil conditions are insufficient to support the structure. Soil compaction at a cost of \$350,000 may solve this problem.

2. There are still no sewage disposal facilities in this area and the water is not owned by the City. A pumping station is planned but not yet constructed. It has been approved but the City still needs a sewer line at the site.

3. There is a problem with Northeast Utilities, specifically, the line.

Mr. Ryerson advised the committee that the proposal by Stecker etc. was not requested or commissioned by him. He further advised that Mr. Sedney and Mr. Dyer were personally involved with the planning of the ice rink.

It has been determined that there is \$1,655,000 appropriated for the construction of this facility and \$290,000 appropriated for architectural expenses. The City has already spent \$294,000 to Stecker with another \$33,000 to be charged by them if their plan is selected. Quite obviously the City does not have the necessary funding available to pursue this project at the present time. At least not in the way it was originally proposed. To recap, the Stecker proposal would cost \$3,625,830 plus parking and sewage disposal (\$3,500 - 6,335 per week); HONCO's plan would cost \$2,191,800 plus parking and sewage disposal. The City has \$1,655,000 to spend under the present approved plan. It is clear that the City has underfunded this project even with a best case scenario in 1986. In the case of Stecker it amounts to -1,907,830 plus parking and sewage disposal and in the case of HONCO it amounts to -536,800 plus parking and sewage disposal.

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It is the feeling of the committee that the City would need an additional \$1 - 1.5 million more to accomplish the original objective based on facts in this report. Since the referendum specified an amount and a site it is not within the power of government to change what has been voted upon by the electorate.

At this time the committee makes the following recommendations and charges to the Mayor's office:

1. To direct the Corporation Counsel to review the referendum on this issue specifically, what are the responsibilities of the Common Council as regards monies appropriated and if changes are necessary in financing and/or site location is a new referendum mandated. A report should be submitted to the committee chairman within thirty days.

2. To direct the Planning Director to examine the feasibility of locating the ice skating rink at the following locations: Danbury High School, Broadview Junior High School, Kenosia, Rogers Park Junior High School, City owned property on Osborne Street, Dryska Property, Tarrywil Park, Airport Property. The Planning Department should keep in mind that City sewer and water should be considered a primary requisite as well as soil compaction, ratio and parking. A report back within 60 days is required. It may be advisable to contact Schools Superintendent Anthony Singe for input regarding this matter.

Respectfully submitted,

ROGER M. BUNDY, Chairman

JOSEPH DaSILVA

BARRY J. CONNELL



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

PROGRESS REPORT

September 6, 1989

Honorable Mayor Joseph H. Sauer
Honorable Members of the Common Council

Re: Alternate Sites for the CACD Daycare Center

The committee appointed to review alternate sites for a CACD Daycare Center met on Monday, August 28, 1989 at 8:00 P.M. in Room 432 in City Hall. In attendance were committee members Bundy, Connell and Butera. Also in attendance were Diana Burgos, Dorothy Outlaw, Glenda Armstrong, Glenn Wicklund, Eileen Mitchell and Council Members Shaw, Renz, Charles and Esposito, ex-officio.

The committee engage in lengthy discussions concerning past studies, recommendations and decisions made by various organizations, i.e. the CACD, the State of Connecticut and the Common Council.

It was determined that in order to reach a useful and productive decision, an updated contemporary list of available City properties* be obtained by this committee. In order to facilitate this, the committee is requesting that Tax Assessor Ann DeFlumeri and Planning Director Dennis Elpern compile the necessary data and forward it to the committee within two weeks from the above date (September 6th) at which time the Chairman will schedule another meeting to address the subject.

*Specifically, the properties list by Ms. DeFlumeri and Mr. Elpern should possess the following characteristics: (1) 1½ -2 acres; (2) with or without structures; (3) sewer and water; (4) public transportation nearby; (5) no parks or wetlands; and (6) no great impact on any one school district.

Respectfully submitted,

ROGER M. BUNDY, Chairman

BARRY J. CONNELL

JANET D. BUTERA



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

PROGRESS REPORT

September 6, 1989

Honorable Mayor Joseph H. Sauer
Honorable Members of the Common Council

Re: Request for Sewer Ext. - Farview and Smith Street

The ad hoc committee appointed to review the request for sewer extension on Farview Avenue and Smith Street met on June 7, 1989 at 8:30 P.M. in Room 432 in City Hall. In attendance were committee members Regan and Charles. Also attending was City Engineer Jack Schweitzer, Director of Public Utilities William Buckley and Dave Williamson, Engineer for the petitioners.

Mr. Williamson showed the committee a proposal for sewers to 2 locations on Farview Avenue and 1 location on Smith Street through easements and sewer lines built through the backyards on Franklin Street and side yard on Smith Street.

Mr. Buckley stated that sewer lines should not run through side and back yards as this leads to a confused sewer system and any improvements to the system should follow already planned routes along roads. Mr. Buckley is to make an on-site inspection to get back to the committee.

Mr. Regan stated that the Planning Commission at its May 17, 1989 meeting voted a positive recommendation for this request.

Mr. Regan made a motion that no decision be made until a recommendation from Mr. Buckley and Mr. Schweitzer is received. Seconded by Mr. Charles. Motion carried unanimously.

Respectfully submitted,

Arthur D. Regan
ARTHUR D. REGAN, Chairman

Louis T. Charles
LOUIS T. CHARLES

Roger M. Bundy
ROGER M. BUNDY



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

PROGRESS REPORT

September 6, 1989

Honorable Mayor Joseph H. Sauer
Honorable Members of the Common Council

Re: Request for Sewer Extension - Farview Avenue and Smith Street

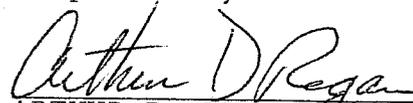
The ad hoc committee appointed to review the request for sewer extension on Farview Avenue and Smith Street met on August 2, 1989 in Room 432 in City Hall. In attendance were committee members Regan and Charles. Also attending were City Engineer Jack Schweitzer, Director of Public Utilities William Buckley, the petitioner, Mr. Mrozinski, and his attorney and engineer, Ward Mazzucco and Dave Williamson.

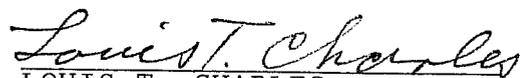
Mr. Buckley stated that the sewer on the houses facing Farview should be pumped up to a new line in the street which should be tied into a line on Robinson Avenue at the petitioners expense. The house on Smith Street should be hooked into an existing line on Franklin Street. After an on-site inspection, Mr. Buckley felt that this is the best way to proceed.

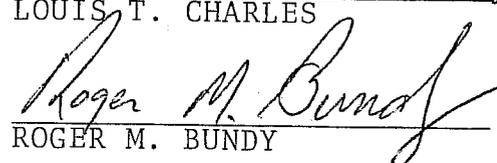
Mr. Mazzucco stated that he hoped that the committee would not go along with Mr. Buckley's recommendation and said that the existing house on Farview already gravity feeds out the backyard through the side yard of Smith Street and that the committee should approve this route.

Mr. Charles made a motion to table this issue until additional information is received. Seconded by Mr. Regan. Motion carried unanimousl

Respectfully submitted,


ARTHUR D. REGAN, Chairman


LOUIS T. CHARLES


ROGER M. BUNDY



49

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

PROGRESS REPORT

September 6, 1989

Honorable Mayor Joseph H. Sauer
Honorable Members of the Common Council

Re: Traffic Control Signal at Lee Mac Avenue and
Triangle Street

The Common Council Committee appointed to review the traffic control signal at Lee Mac Avenue and Triangle Street met on August 14, 1989 at 7:30 P.M. in Room 432 in City Hall. In attendance were committee members Nimmons, Moran, Esposito, Cresci. Also attending were City Engineer Jack Schweitzer and Comptroller Dominic Setaro. It was noted by committee members that no one answered the call from the Police Department.

Mr. Esposito made a motion, seconded by Mr. Nimmons, to approve the concept of a control signal subject to the availability of funds pending a final audit of the Contingency Fund. Mr. Schweitzer offered to initiate a design concept for the control signal as part of his department's responsibility. Motion carried unanimously.

Committee members expressed concern regarding the availability of funds and wish to go on record that this request receive a high priority whenever funds are available.

Respectfully submitted,

JAMES E. NIMMONS, Chairman

HANK S. MORAN

ARTHUR CRESCI

JOHN ESPOSITO

MOUNIR A. FARAH



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

September 5, 1989

Honorable Mayor Joseph H. Sauer
Honorable Members of the Common Council

Re: Water Extension 99 Federal Road.

The committee regarding the above captioned matter met on August 30, 1989. In attendance were committee members Gary Renz and Bernard Gallo, Also attending were Jack Schweitzer William Buckley, Attorney Frank Zullo and Robert Sonnichsen Engineer for the Petitioner.

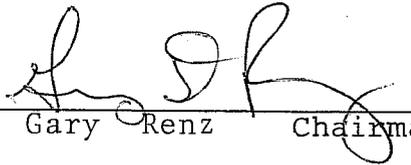
It is the recommendation of this committee that the petition be granted with the following conditions and restrictions:

1. The petitioner shall bear all costs relative to the installation of said
2. The petitioner shall submit as-built drawings of this extension, prepared by a licensed Connecticut Land Surveyor, for approval by the City Engineer.
3. Detailed Engineering Plans and Specifications are to be approved by the City Engineer and the Superintendent of Public Utilities prior to the start of construction.
4. If required, a Warranty Deed in a form satisfactory to the Corporation Counsel shall be executed by the petitioner conveying to the City, 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.

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

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

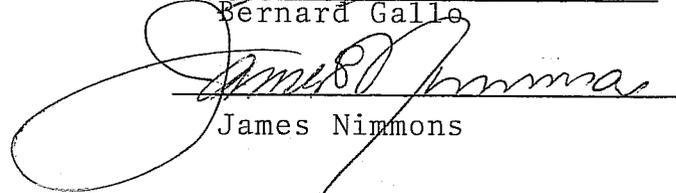
Respectfully submitted,



Gary Renz Chairman



Bernard Gallo



James Nimmons



CITY OF DANBURY

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