

COMMON COUNCIL MEETING

APRIL 5, 1994

Meeting to be called to order at 7:30 P.M. by Mayor Eriquez

PLEDGE OF ALLEGIANCE  
PRAYER

ROLL CALL

Levy, Scalzo, Falzone, Yamin, Arconti, Boynton, Dennehy, Gallagher,  
Machado, Outlaw, DaSilva, Esposito, Coladarci, Charles, Gomez,  
Beck, Cappiello, Scozzafava, Setaro, Trocolla, Valeri

19 Present 2 Absent

PUBLIC SPEAKING

MAYOR'S BUDGET ADDRESS  
MINUTES

CONSENT CALENDAR

- 1 ORDINANCE & RESOLUTION - An Ordinance Making Appropriations for the Fiscal Year Beginning July 1, 1994 and Ending June 30, 1995; and a Resolution Levying the Property Tax for the Fiscal Year Beginning July 1, 1994 and Ending June 30, 1995.
- 2 ORDINANCE - Water Rates
- 3 ORDINANCE & RESOLUTION - Sewer Rates
- 4 COMMUNICATION - Septage Rate - Amendment to the Interlocal Agreement for Disposal of Septage Waste
- 5 ORDINANCE - An Ordinance Appropriating \$500,000 for Public Improvements in 1994-1995 Capital Budget and Authorizing the Issuance of \$500,000 Bonds and Bond Anticipation Notes of the City to meet said Appropriation
- 6 ORDINANCE - Recycling and Solid Waste Fees and Permits  
(Items 1 through 6 will be available at the Council Meeting on Tuesday, April 5, 1994).
- 7 COMMUNICATION - Revised Proposed Education Budget
- 8 RESOLUTION - Grant For Greater Danbury Homesharing Connections
- 9 RESOLUTION - Alzheimer Aide Grant for Interweave Adult Day Care Center
- 10 RESOLUTION - Meserve Memorial Fund for \$690 for CARES
- 11 RESOLUTION - Grant from the Rotary Club for Interweave
- 12 RESOLUTION - Department of Children and Families Grant
- 13 RESOLUTION - Emergency Shelter Services Program
- 14 RESOLUTION - A Resolution Levying the Property Tax for the Danbury Downtown Special Services District

- 15 COMMUNICATION - Reappointments to the Commission on the Status of Women
- 
- 16 COMMUNICATION - Reappointments to the Candlewood Lake Authority
- 
- 17 COMMUNICATION - Donation to the City of a Portrait of Marian Anderson
- 
- 18 COMMUNICATION - Donations to the Department of Elderly Services
- 
- 19 COMMUNICATION - Request for Funds for Citizens Hose Company for Breathing Units
- 
- 20 COMMUNICATION - Western Connecticut State University Athletic Field Renovation - Permission to Slope
- 
- 21 COMMUNICATION - Western Connecticut State University Athletic Field Renovation Temporary Construction Fence
- 
- 22 COMMUNICATION - Deferral of Assessment Increases City of Danbury Redevelopment Area
- 
- 23 COMMUNICATION - General Mills Restaurants, Inc. Lease Amendments Red Lobster and Olive Garden
- 
- 24 COMMUNICATION - Lease between King Street Volunteer Fire Co., and City of Danbury
- 
- 25 COMMUNICATION - Danbury Landfill Consent Order
- 
- 26 COMMUNICATION - Danbury Newtown Intermunicipal Sewer Agreement
- 
- 27 COMMUNICATION - Acquisition of Private Water Systems
- 
- 28 COMMUNICATION - Offer to sell property at 240 Main Street to the City
- 
- 29 COMMUNICATION - Request for Sewer and Water Extensions - Broad Street
- 
- 30 COMMUNICATION - Request to Hook Up to City Sewer on Barnum Road
- 
- 31 COMMUNICATION - Proposed Sanitary Sewers First and Second Streets
- 
- 32 DEPARTMENT REPORTS - Department of Public Utilities, Engineering, Department of Elderly Services, Health and Housing, Police, Fire Chief, Fire Marshall, Parks and Recreation, Weights and Measures
- 
- 33 REPORT & ORDINANCE - Amendment to Section 16A-95 Penalties Imposed for Violations of Flow Control and Other provisions of the Solid Waste Article

34 REPORT & ORDINANCE - Revision to Section 16A-51 - Solid Waste Hearing Board

---

35 REPORT - Final Sewer Assessment - Third Street

---

36 REPORT - Water Supply Protection Districts

---

37 REPORT - Parking of Military Vehicles at Danbury Airport

---

38 PROGRESS REPORT - Drainage Problem on Delno Drive

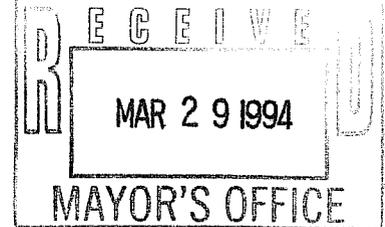
---

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

APRIL 5, 1994

- 7 - Approve receipt of communication regarding revised proposed Education Budget and send to Education Budget Committee
- 8 - Approve application for grant for Greater Danbury Homesharing Connections - \$10,516
- 10 - Approve application for grant from Meserve Memorial Fund for CARES - \$690.00
- 11 - Approve application for grant from Rotary Club for Interweave - \$1,300
- 12 - Approve application for grant from Department of Children and Families - \$85,000
- 13 - Approve Emergency Shelter Services Program - \$94,908
- 14 - Approve Resolution levying property tax for Downtown Special Services District - 1.765 mills
- 15 - Approve reappointments of Mary Elizabeth McIlvaine and Kirsten Kovacs to the Commission on the Status of Women
- 16 - Approve reappointment of Sally Conroy to the Candlewood Lake Authority
- 20 - Approve Western Connecticut State University Athletic Field Renovation - Permission to Slope - Corporation Counsel to develop revokable license and authorize Mayor to sign license
- 21 - Approve Western Connecticut State University Athletic Field Renovation - Temporary Construction Fence - Corporation Counsel to develop revokable license and authorize Mayor to sign license
- 25 - Approve Danbury Landfill Consent Order
- 31 - Approve Authorization for City Engineer to institute survey
- 34 - Approve Revision to Section 16A-51 -Solid Waste Hearing Board
- 35 - Approve Final Sewer Assessment - Third Street
- 36 - Approve report and recommendations regarding Water Supply Protection Districts
- 37 - Approve parking of military vehicles at Danbury Airport
- 38 - Approve Progress Report regarding Drainage Problem on Delno Drive



**BOARD OF EDUCATION  
CITY OF DANBURY**  
63 Beaver Brook Road  
Danbury, Connecticut 06810-6211  
(203) 797-4700  
FAX (203) 790-2875

March 25, 1994

Mayor Gene Eriquez  
City of Danbury  
Deer Hill Avenue  
Danbury, CT 06810

Dear Mayor Eriquez:

At the Board of Education meeting on March 23, 1994, the Board voted unanimously to reduce the proposed 1994-95 education budget by \$624,913. The reduction has enabled the Board to achieve additional savings in health insurance. As you know, we have a new managed care/point of service plan which has been negotiated with our teachers for which we received revised projections of savings.

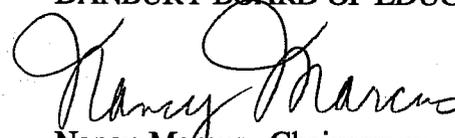
This reduction means that the Board budget request is now \$62,304,630 which is \$2,468,572 and 4.13% above the 1993-94 budget.

The Board of Education requests that your budget recommendation to the Common Council be based on this revised proposed budget.

Thank you for your consideration of the educational needs of our city's children and the budgetary requirements to meet them.

Sincerely,

DANBURY BOARD OF EDUCATION

  
Nancy Marcus, Chairperson

cc: Joseph DaSilva, President, Common Council  
Chris Setaro, Chair, Council Budget Committee  
Members of the Board of Education  
Superintendent



# 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

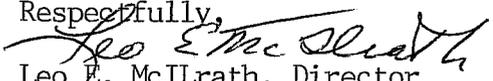
**"Interweave"**  
**Adult Day Care Center**  
198 Main Street  
(203) 792-4482

March 25, 1994

Mayor Gene F. Eriquez and  
Members of the Common Council  
City of Danbury  
Danbury, CT 06810

Mayor Eriquez and Members of the Common Council:

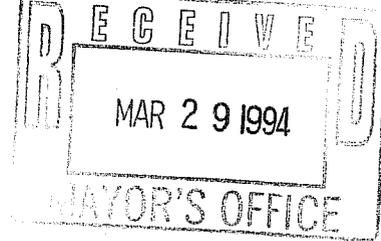
The Department of Elderly Services requests your approval to apply for donations from the Fairfield County Community Foundation, Inc. that would supplement the services of the Greater Danbury Homesharing Connections, a division of this department. The request is for \$10,516 to be used for partial salaries and operational expenses.

Respectfully,  
  
Leo E. McIlrath, Director  
Department of Elderly Services



# 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

March 22, 1994

Fairfield County Community Foundation, Inc.  
Ms. Joeline Wruck, Program Officer  
40 Richards Avenue  
Norwalk, Connecticut 06854

Dear Ms. Wruck,

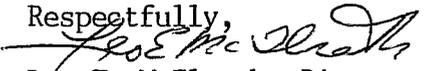
The Greater Danbury Homesharing Connection is in much need of your assistance. We are in our second year of giving homeshare service to the people of greater Danbury, most of whom are low income and represent a great diversity of the multi-ethnic population of this area.

Homeshare usually takes about three years to build a firm foundation according to those agencies with experience throughout the country. During the past two months of the current year, we are finding this to prove true in our own area. The phones have been very busy with requests for information and applications. Matches have been made and a number of housing problems have been resolved.

Our staff has been limited in its efforts to give service due to the few hours that they are funded to work. To make this very valuable service operate effectively, there is a definite need for an increase in hours for the staff. They have gained much experience over the past year and will surely make a large number of appropriate matches between home owners and home seekers. It is the only program in this region and no other agency has plans or interest in developing such a service. We are a coordinated effort of several agencies with much support from each. Financial support is just not there!

The request that we now make of your foundation is for \$10,516. The budget breakdown is enclosed.

Respectfully,

  
Leo E. McIlrath, Director



The Greater Danbury Homesharing Connection

Grant Request

Salaries	4,868 *
TRavel	2,322 (.29 x 8007 mi)
Telephone	450 (12 x 28.48+ 108.24 - install)
Printing/Supplies	1,500 (printing-750/ supplies-750)
Postage	<u>1,376</u> (.29 x 4500 stamps /\$71- postcards)
Total:	10,516

\*Salaries:

- Coordinator - 2 hrs x 12.88 x 35 wks = 902
- Counsellor - 10 hrs x 11.33 x 35 wks = 3,966



# 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

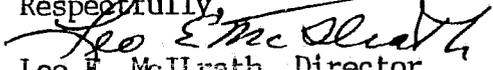
March 25, 1994

Mayor Gene F. Eriquez and  
Members of the Common Council  
City of Danbury  
Danbury, CT 06810

Mayor Eriquez and Members of the Common Council:

The Department of Elderly Services requests your approval to apply for donations from the Fairfield County Community Foundation, Inc. that would supplement the services of the Greater Danbury Homesharing Connections, a division of this department. The request is for \$10,516 to be used for partial salaries and operational expenses.

Respectfully,

  
Leo E. McIlrath, Director  
Department of Elderly Services

The Greater Danbury Homesharing Connection

Grant Request

Salaries	4,868 *
TRavel	2,322 (.29 x 8007 mi)
Telephone	450 (12 x 28.48+ 108.24 - install)
Printing/Supplies	1,500 (printing-750/ supplies-750)
Postage	<u>1,376</u> (.29 x 4500 stamps /\$71- postcards)
Total:	10,516

\*Salaries:

- Coordinator - 2 hrs x 12.88 x 35 wks = 902
- Counsellor - 10 hrs x 11.33 x 35 wks = 3,966



# RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

\_\_\_\_\_ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Fairfield County Community Foundation, Inc. will accept an application from the Department of Elderly Services for a donation of \$10,516 to be used for partial salaries and operational expenses of the Greater Danbury Homesharing Connections, a division of the Department; and

WHEREAS, this donation does not require the expenditure of any City matching funds;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF DANBURY THAT Gene F. Eriquez, Mayor of the City of Danbury and Leo McIlrath, Director of the Department of Elderly Services are hereby authorized to apply for said donation and to accept such funds, if the application is approved. The Mayor is further empowered to execute any agreements/contracts therefor and to do all thing necessary to effectuate the purposes hereof.



# 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

March 26, 1994

Mayor Gene F. Eriquez and  
Members of the Common Council  
City of Danbury  
Danbury, CT 06810

Mayor Eriquez and Members of the Common Council:

The Department of Elderly Services requests your approval to apply for State of Connecticut funding for an "Alzheimer Aide Grant," for Interweave Adult Day Care Center. Amount: \$20,368.

This grant involves no match by the City of Danbury and has been available to us for the past five years.

Respectfully,

Leo E. McIlrath

*Leo E. McIlrath*



## RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

\_\_\_\_\_ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the State of Connecticut Department of Human Services, Division of Elderly Services will accept an application from the City of Danbury Department of Elderly Services for a state grant of \$20,368 for an Alzheimer Aide for its Interweave Adult Day Care Center for the fiscal period of July 1, 1994 through June 30, 1995; and

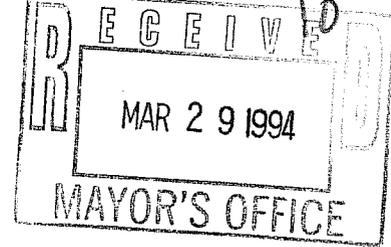
WHEREAS, no local cash match is required;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF DANBURY THAT Gene F. Eriquez, Mayor of the City of Danbury and Leo McIlrath, Director of the Department of Elderly Services are hereby authorized to apply for said grant funds and to accept such grant, if the application is approved. The Mayor is further empowered to execute any agreements/contracts therefor and to do all thing necessary to effectuate the purposes hereof.



# 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

March 24, 1994

Mayor Gene F. Eriquez and  
Members of the Common Council  
City of Danbury  
Danbury, CT 06810

Mayor Eriquez and Members of the Common Council:

The Department of Elderly Services requests your approval to apply for donations from the Albert Wadsworth & Helen Clark Meserve Memorial Fund to give support to CARES - the Coalition of Agencies Relating to Elderly Services. This department sponsors the coalition.

This coalition meets quarterly at the Danbury Senior Center and coordinates services on behalf of the senior citizens in this area.

We wish to request \$690 for clerical support of this coalition which has no other means of income.

Respectfully,

Leo E. McIlrath, Director  
Department of Elderly Services

# CARES

## Coalition of Agencies Relating to Elderly Services

80 Main Street • Danbury, CT 06810 • 797-4686

March 24, 1994

The Albert Wadsworth & Helen Clark  
Meserve Memorial Fund  
40 Richards Avenue  
Norwalk, CT 06854

ATTN: Ms. Joeline Wruck  
Program Officer

Ms. Wruck:

Enclosed is a proposal prepared by CARES - the Coalition of Agencies Relating to Elderly Services, a division of the Department of Elderly Services/ City of Danbury, for funding our program.

CARES has been in existence for two years and through the volunteer support of over twenty-five agencies, groups and organizations, a great deal of effort has been expended to coordinate, share information and give mutual moral support to all services in the Greater Danbury area which service elderly people.

CARES includes health, housing, legal, volunteer, ecclesiastical, educational, social service and leisure-time personnel as well as many of the people they serve.

Our needs are few since we all volunteer our time, but we do mail out information as well as minutes of meetings, requiring letterheads, envelopes and postage, printing and videotapes. The total amount that we request at this time is \$690.

Thank you for all of the assistance that the Meserve Foundation has given to this community over the years.

Respectfully,

Leo E. McIlrath



CARES

Coalition of Agencies Relating to Elderly Services

Letterheads & Envelopes	\$200
Postage	290
Printing	100
Videos	<u>100</u>
Total:	\$690



# 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

March 24, 1994

Mayor Gene F. Eriquez and  
Members of the Common Council  
City of Danbury  
Danbury, CT 06810

Mayor Eriquez and Members of the Common Council:

The Department of Elderly Services requests your approval to apply for donations from the Albert Wadsworth & Helen Clark Meserve Memorial Fund to give support to CARES - the Coalition of Agencies Relating to Elderly Services. This department sponsors the coalition.

This coalition meets quarterly at the Danbury Senior Center and coordinates services on behalf of the senior citizens in this area.

We wish to request \$690 for clerical support of this coalition which has no other means of income.

Respectfully,

Leo E. McIlrath, Director  
Department of Elderly Services

CARES

Coalition of Agencies Relating to Elderly Services

Letterheads & Envelopes	\$200
Postage	290
Printing	100
Videos	<u>100</u>
Total:	\$690



## RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

\_\_\_\_\_ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Albert Wadsworth and Helen Clark Meserve Memorial Fund Foundation will accept an application from the Department of Elderly Services for a donation of \$690 to be used for clerical support of CARES, the Department sponsored Coalition of Agencies Relating to Elderly Services; and

WHEREAS, this donation does not require the expenditure of any City matching funds;

NOW, THEREFORE, BE IT RESOLVED THAT Gene F. Eriquez, Mayor of the City of Danbury and Leo McIlrath, Director of the Department of Elderly Services are hereby authorized to apply for and accept said donation and the Mayor is authorized to execute any agreement therefor.



# 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

March 26, 1994

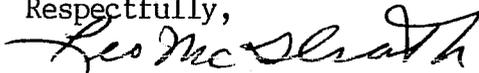
Mayor Gene F. Eriquez and  
Members of the Common Council  
City of Danbury  
Danbury, CT 06810

Mayor Eriquez and Members of the Common Council:

The Department of Elderly Services requests your approval to apply for \$1300 from the Rotary Club of Danbury for the purpose of purchasing supplies to be used in the operation of Interweave, our adult day care center.

There are no City of Danbury monies to be requested in this donation.

Respectfully,

  
Leo E. McIlrath, Director



## RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

\_\_\_\_\_ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Rotary Club of Danbury will accept an application from the City of Danbury Department of Elderly Services for a grant of \$1,300 for the purpose of purchasing supplies for its Interweave Adult Day Care Center; and

WHEREAS, no City of Danbury matching funds are required;

NOW, THEREFORE, BE IT RESOLVED THAT Gene F. Eriquez, Mayor of the City of Danbury and Leo McIlrath, Director of the Department of Elderly Services are hereby authorized to apply for said funds and to accept the funds if the application is approved and the Mayor is hereby empowered to execute any agreement/contract therefor.



DANBURY YOUTH SERVICES INC.

32 Stevens Street, Danbury, Connecticut 06810  
(203) 748-2936 • FAX (203) 797-8568

12

To: Honorable Gene Eriquez, Mayor  
Honorable Members of the Danbury Common Council

From: James J. Walsh *JJW*  
Executive Director

Date: March 28, 1994

Subject: Resolution for State of Connecticut  
Department of Children & Families (DCF)  
Grant-In-Aid

Attached please find a draft resolution that will enable our agency, via the City of Danbury, to apply for DCF funding for the 1994-95 fiscal year.

The grant, not to exceed \$85,000, will be the seventeenth year that we will get funds for the following: Youth & Family Counseling, Crisis Intervention and Substance Abuse Prevention Programming. We will use part of our City of Danbury appropriation for the local match.

I would appreciate it if this resolution was put on the consent calendar.

If you have any questions, please contact me at 748-2936.

Thank you for your support.

JJW/bm

cc: Eric Gotschalk, Ass't Corp. Counsel  
Betty Crudginton, City Clerk



## RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

\_\_\_\_\_ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, grant funds in an amount not to exceed Eighty-Five Thousand (\$85,000) Dollars are available from the State of Connecticut Department of Children and Families for 1994-95 Youth Services Bureau Operations; and

WHEREAS, the continuation of the Youth Services Bureau for a seventeenth year is deemed to be in the best interest of the City of Danbury;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF DANBURY THAT the actions of Gene F. Eriquez, as Mayor of the City of Danbury, in applying for said funds be and hereby are ratified and that Mayor Gene F. Eriquez be and hereby is authorized and directed to contract with the State of Connecticut Department of Children and Families for a state cost sharing grant not to exceed \$85,000 for a Youth Service Bureau for the fiscal period commencing July 1, 1994.

BE IT FURTHER RESOLVED THAT the Mayor is authorized to execute any and all documents, applications or other pertinent instruments to this program.



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

Welfare Department  
797-4569

TO: MAYOR ERIQUEZ  
FR: D. MACKENZIE  
RE: DSS EMERGENCY SHELTER RESOLUTION

March 30, 1994

Please find attached a revised resolution that needs to be re-approved by the Council in order for the DSS Emergency Shelter Grant to be approved.

It was returned to us to be re-worded. The re-wording was done by the Office of the Corporation Counsel. Attorney Pinter is forwarding the revised resolution to the City Clerk's office. Please place this item on the agenda for the April Meeting of the Common Council.

Thank you.

C.C. Les Pinter  
Jimetta Samaha ✓



# 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 Welfare Department of the City of Danbury continue its Emergency Shelter Services Program as a basic human service for those in greatest need; and

WHEREAS, the State of Connecticut Department of Social Services is authorized to extend financial assistance to municipalities and human resource development agencies that provide such services; and

WHEREAS, the Welfare Department of the City of Danbury desires to contract with the Department of Social Services for grant funds in the amount of \$94,908 to cover the period October 1, 1993 through September 30, 1994;

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

1. It recognizes the responsibility for the provision of local grants-in-aid to the extent that they are necessary and required by the State for said program;

2. Gene F. Eriquez, Mayor of the City of Danbury, is hereby authorized to enter into an agreement with the State of Connecticut Department of Social Services for purposes of Danbury's Emergency Shelter Services Program in the amount of \$94,908 in grant funds, and is hereby further authorized to execute any contracts, agreements, amendments, recisions and revisions that may be required by the State and to do all things necessary to effectuate the purposes of said program.

## CERTIFICATION

This resolution has not been modified rescinded or revoked and is at present in full force and effect.



14

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

OFFICE OF THE CORPORATION COUNSEL

PLEASE REPLY TO:

DANBURY, CT 06810

April 4, 1994

Hon. Gene F. Eriquez, Mayor  
Hon. Members of the Common Council  
City of Danbury  
155 Deer Hill Avenue  
Danbury, Connecticut

Re: Danbury Downtown Special Services District  
Resolution Levying Property Taxes

Dear Mayor and Common Council Members:

As required by the provisions of section 19B-6 of the Danbury Code of Ordinances, the annual Danbury Downtown Special Services District budget has been approved, and the Board of Commissioners has submitted its recommended levy upon taxable interests in real property within the district to you for consideration.

In accordance with state law and local ordinances, it is now the obligation of the Common Council to impose the recommended levy as a municipal levy. A copy of the necessary resolution is attached for your review. Please consider this resolution in the usual fashion.

Sincerely,

Eric L. Gottschalk  
Acting Corporation Counsel



**CITYCENTER  
DANBURY**

**DANBURY DOWNTOWN SPECIAL SERVICES DISTRICT  
1994 - 95 BUDGET**

**REVENUES:**

ASSESSMENTS	\$130,072.00
LESS RESERVE	(\$20,000.00)
NET COLLECTION	\$110,072.00
GRANTS/CONTRIB.	\$ - 0 -
<b>TOTAL REVENUES</b>	<b><u>\$130,072.00</u></b>

**EXPENDITURES:**

	AS PROPOSED 94-95
DIRECTOR'S SALARY	\$43,775
P-TIME EMPLOYMENT - GUIDES	\$10,770
MAINTENANCE PERSON	\$13,000
TAXES/UE	\$ 5,565
HEALTH INSURANCE	\$ 3,290
WORKMAN'S COMP	\$ 1,200
PROFESSIONAL SERVICES	\$ 1,000
CONTRACTUAL SERVICES	\$ 4,680
ACCOUNTING	\$ 3,500
TRAVEL/MEETINGS	\$ 1,800
ADVERTISING	\$10,000
MAINTENANCE	\$ 1,000
RENT	\$ 3,600
TELEPHONE	\$ 2,000
POSTAGE	\$ 1,500
SUPPLIES	\$ 1,200
DUES & SUBSCRIPTIONS	\$ 700
MISCELLANEOUS	\$ 1,492
<b>TOTAL EXPENSES</b>	<b><u>\$110,072</u></b>
<b>TOTAL REVENUES OVER EXPENSES</b>	<b>\$ 0.00</b>



# RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

\_\_\_\_\_ A. D., 19

RESOLVED by the Common Council of the City of Danbury:

**A RESOLUTION LEVYING THE PROPERTY TAX FOR THE DANBURY DOWNTOWN  
SPECIAL SERVICES DISTRICT FOR THE FISCAL YEAR BEGINNING  
JULY 1, 1994 AND ENDING JUNE 30, 1995**

SECTION 1. The sum of ONE HUNDRED TEN THOUSAND, SEVENTY-TWO DOLLARS (\$110,072) representing the gross appropriation for the City of Danbury Downtown Special Services District of ONE HUNDRED AND THIRTY THOUSAND, SEVENTY-TWO DOLLARS (\$130,072) for the fiscal year beginning July 1, 1994 and ending June 30, 1995, and minus indirect revenue of \$ - 0 -, and minus estimated available "Surplus" of \$ - 0 -, plus uncollectible taxes reserve in the amount of TWENTY THOUSAND DOLLARS (\$20,000) is hereby levied and assessed on all taxable interests in real property located within the City of Danbury Downtown Special Services District as set forth on the corrected annual Grand List as of October 1, 1993.

SECTION 2. Accordingly, the General Fund tax rate for the fiscal year beginning July 1, 1994 and ending June 30, 1995 with respect to said property interests within said District shall be as follows:

TAX RATE: 1.765 MILLS

SECTION 3. The taxes levied and assessed as herein provided shall be due and payable in four equal installments on July 1, 1994, October 1, 1994, January 1, 1995 and April 1, 1995 except for taxes not in excess of One Hundred Dollars (\$100.00) which taxes shall be paid on July 1, 1994 in accordance with the General Statutes of the State of Connecticut, unless said date shall have lapsed before the effective date of this resolution in which case the Tax Collector shall fix the date as if said date had not been fixed herein as provided by law.

SECTION 4. The Tax Collector shall cause the said taxes above levied and assessed to be inserted on the tax rolls for the fiscal year beginning on July 1, 1994 and ending June 30, 1995.



# CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ  
MAYOR

(203) 797-4511  
FAX (203) 796-1666

April 5, 1994

Honorable Members of the Common Council  
City of Danbury, Connecticut

Dear Council Members:

I hereby submit, for your confirmation and approval, the reappointment of the following individuals to serve as a member of the Commission on the Status of Women:

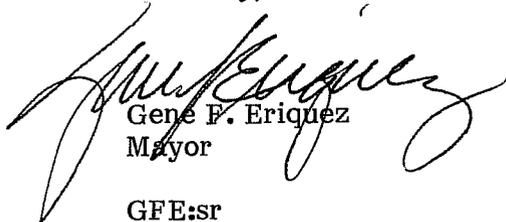
Mary Elizabeth McIlvaine (U)  
218 Southern Boulevard  
Danbury, Connecticut 06810  
Term to expire: April 1, 1997

Kristin Kovacs (D)  
Vista Street  
Danbury, Connecticut 06811  
Term to expire: April 1, 1997

Both Ms. McIlvaine and Ms. Kovacs are current members of the Commission on the Status of Women and are in good standing. Ms. Kovacs currently serves as chairperson of the Commission.

Thank you for your consideration of this matter.

Sincerely,



Gene F. Enriquez  
Mayor

GFE:sr



# CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ  
MAYOR

(203) 797-4511  
FAX (203) 796-1666

April 5, 1994

Honorable Members of the Common Council  
City of Danbury, Connecticut

Dear Council Members:

I hereby submit, for your confirmation and approval, the reappointment of the following individual to serve as a member of the Candlewood Lake Authority:

Sally Conroy (D)  
33 Acre Drive  
Danbury, Connecticut 06811  
Term to expire: April 1, 1997

Ms. Conroy is a current member of the Candlewood Lake Authority and is in good standing.

Thank you for your consideration of this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read "Gene F. Eriquez".

Gene F. Eriquez  
Mayor

GFE:sr



# CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

GENE F. ERIQUEZ  
MAYOR

(203) 797-4511  
FAX (203) 796-1666

April 5, 1994

Honorable Members of the Common Council  
City of Danbury, Connecticut

Dear Council Members:

The Danbury Music Centre, Inc. has been offered a portrait of Marian Anderson to be painted by Ms. Madeline Moriarty of Brookfield.

Ms. Moriarty wishes to donate the painting to the City and requests that it be displayed in the Marian Anderson Recital Hall. The Danbury Music Centre Board of Directors would like to accept this gracious offer.

I hope you will accept this kind donation and grant your approval to display this portrait at the Danbury Music Centre.

Thank you.

Sincerely,

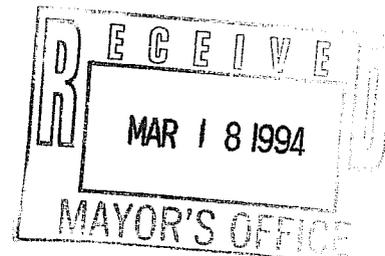
A handwritten signature in cursive script, appearing to read "Gene F. Eriquez".

Gene F. Eriquez  
Mayor



# DANBURY MUSIC CENTRE, Inc.

256 Main St. Danbury Ct. 06810 (203) 748-1716



1993 - 1994

James Pegolotti  
*President*  
Karen Mattscheck  
*Vice-President*  
Kris Meier  
*Secretary*  
Betsy McIlvaine  
*Treasurer*

*Board of Directors*  
Rosemary Cannon  
Carolyn Carlson  
Ben DaSilva  
Heather Herstatt  
Anne Hill  
Michelle Hiscavich  
Jacques Jaeger  
Marcia Klebanow  
Gene Lavers  
Joel Levitt  
Jerome Malino  
Lyn Meyers  
Dale Miller  
Harriette Papish  
Toni Pepe  
Linda Poulin  
Morton Riefberg  
Ann Rodgers  
John Taylor  
Dawn Ellen Whaley  
Ann M. Wicks  
Dianne Wilson

Nancy F. Sudik  
*Executive Director*

Richard Brooks  
*Danbury Community  
Orchestra &  
Summer Strings*

James Humphreville  
*Danbury Symphony  
Orchestra*

Charles Matz  
*Danbury Concert Chorus*

Edith Schwab  
*Danbury Symphonette*

Steve Chetcuti  
*Summer Winds*

Tina Johns Heidrich  
*Summer Young  
Peoples' Chorus*

Julianne Q. La Fond  
*Nutcracker*

March 15, 1994

Mayor Gene Eriquez  
Danbury City Hall  
Deer Hill Avenue  
Danbury, CT 06810

Dear Mayor Eriquez,

I would appreciate it if you could contact Madeline Moriarty with official confirmation of her kind offer to paint a portrait of Marian Anderson and donate it to the City building which houses the Danbury Music Centre.

It is my understanding that the portrait will hang in the Marian Anderson Recital Hall.

Ms. Moriarty would also like to know if there will be an official unveiling which could be tied into some other event at the Marian Anderson Recital Hall.

Sincerely,

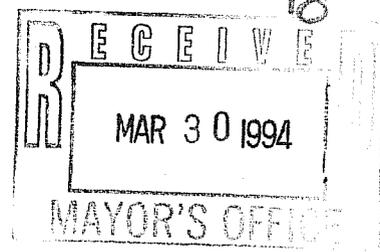
NANCY F. SUDIK  
Executive Director

cc: Madeline Moriarty  
22 Aramon Circle  
Brookfield, CT 06804  
Lisi Green



# 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

March 25, 1994

Mayor Gene F. Eriquez and  
Members of the Common Council  
City of Danbury  
Danbury, CT 06810

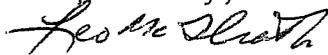
Mayor Eriquez and Members of the Common Council:

Please approve the following donations to the Department of Elderly Services:

- To Interweave Adult Day Care Center - \$1700 (Hughes Danbury Optical Systems/Employees Helping Hand Fund)
- To Danbury Senior Center - \$500 (Anon. Donation)
- To Danbury Senior Center \$50 for the "Cellmates Band"
  - 10.00 (Almost Family Adult Day Care Center)
  - 40.00 (Danbury Commons Elderly Housing Facility)

Total Donations: \$2250

Respectfully,

  
Leo E. McIlrath

March 22, 1994

Ms. Kathleen M. Dennehy  
18 Jefferson Avenue  
Danbury, Connecticut 06810

Dear Ms. Dennehy,

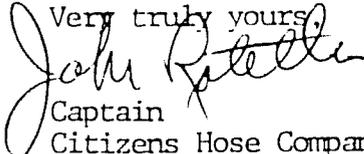
Citizens Hose Company No. 6, located at 65 Jefferson Avenue, has served the people of Danbury for over 100 years. A totally volunteer company, Citizens receives a grant from the city each year and conducts fundraising activities to augment the city contribution. In 1990 the company purchased a new truck for \$158,000.00. As you can see, maintaining a volunteer fire company is an expensive proposition.

Presently, we are in hopes of purchasing new breathing units for our firefighters. We need to replace several now. The reasons are many. Some of our air packs are almost 20 years old. They were bought two or three at a time and the result of a staggered purchase schedule produced a situation where the method of operation is different on several units. There is no uniformity of operation. Some have to be upgraded to the most recent OSHA specs. Economically, while it can be done, it is not cost effective given the age of the units.

Citizens Hose Company respectfully requests a grant from the City of Danbury in the amount of \$7,200 to replace four Air Pack units. The cost is about \$1,800.00 each. It is exceptionally important to provide good, dependable breathing units for our firefighters. Unfortunately the cost outdistanced our yearly income sources and we are asking for this one time grant to upgrade our equipment. We have not asked for any increase in our regular budget requests for several years.

If you have any questions please call me at home after 5:00 P.M. at 792-3536.

Thank you for your consideration in this matter.

Very truly yours,  
  
Captain  
Citizens Hose Company No. 6

# HIGHLY SUCCESSFUL PROGRAM EXTENDED

## When Only The Best Will Do... Attention Air-Pak<sup>®</sup> IIa Users

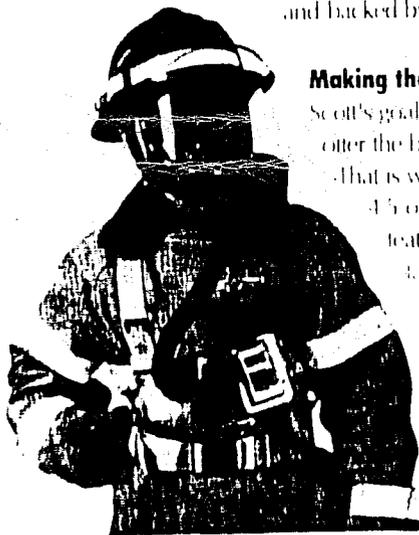
### Back by popular demand

Receive an allowance of up to \$275 for trading in your Air-Pak IIa on the most up-to-date SCBA available - Air-Pak 2.2 and 4.5.

### The best equipment, the best deal

Developed for loyal Scott users, we have introduced a program that offers you the best of both worlds - the best equipment and the best deal. Simply order a quantity of Air-Pak 2.2 or 4.5 SCBA from your authorized Scott distributor, and then, take off up to \$275 for each Air-Pak IIa traded in.

Your trade-in will help you obtain the most advanced respiratory protection available. You're now able to fully comply with recent changes in the NIOSH guidelines at a reduced financial burden. Each new Air-Pak 2.2 and 4.5 SCBA is in complete compliance with current NIOSH and NIOSH standards, and backed by a full 5 year warranty.



### Making the best better

Scott's goal always has been to offer the best SCBA available. That is why the Air-Pak 2.2 and 4.5 offer such advanced features as the AV-2000

piece with dual voice emitters for improved communications, F/Z flow regulator for breathing ease and increased endurance, and VibrAlert dual tactile and

audible alarm system to warn of low air supply. In addition, available options include an appliance hose line, Life Link emergency breathing support system, and All Pro voice amplification and two-way radio interface.



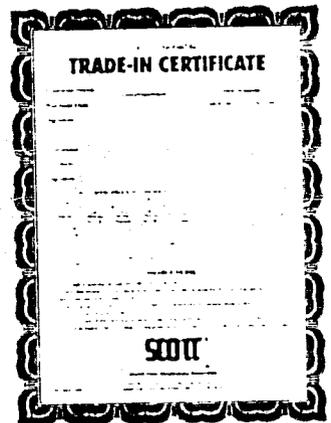
### No need to wait for the best

Providing the best protection is too important to put off. Therefore, to ease budget constraints, Scott also offers financing that will make a trade-in even more attractive by eliminating any down payment and offering affordable terms with fixed rate financing. Depending on final costs, typical monthly payments could be in the range of \$35 to \$45 per unit.

### The best value

The Air-Pak IIa has always been a valuable part of your personal protection equipment. Now, you can use its value to receive the best deal on the best equipment. To receive the trade-in allowance, present your Air-Pak IIa along with a signed certificate to your Scott distributor upon delivery of your new Air-Pak 2.2 or 4.5. Certificates are available from Scott or any authorized distributor. This program ends September 30, 1994.

...Depend on Scott



# SCOTT

World Class Respiratory Protection

Scott Aviation - 699 West 100th Street, Omaha, NE 68127  
Telephone (404) 262-8400 - FAX (404) 262-8424



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

OFFICE OF THE CORPORATION COUNSEL

PLEASE REPLY TO:

March 30, 1994

DANBURY, CT 06810

Hon. Gene F. Eriquez, Mayor  
Hon. Members of the Common Council  
City of Danbury  
155 Deer Hill Avenue  
Danbury, Connecticut

Re: Western Connecticut State University  
Athletic Field Renovation  
Permission to Slope

Dear Mayor and Common Council Members:

As you may know, Western Connecticut State University is planning to renovate the existing midtown football/soccer playing field, with construction scheduled to begin in May of this year. In order to keep spectators off the playing field, the University plans to have a walkway installed at both ends of the field. To do this, the existing chain link fence would have to be moved back to the property line separating City and State property.

Because of a two foot elevation difference between the City and State properties, the relocation of the fence will require that the elevation of the City property be changed to provide a gradual slope near the fence. The University has offered to put six inches of topsoil on the City's adjacent field thereby reducing the extent of the new slope.

In order to conform to the timetable established by the University, we have suggested that a revocable license might best suit the need. If you are inclined to grant the request, we will work with the administration and the University to finalize the arrangements. Please consider this matter at your early convenience.

Sincerely,

Eric L. Gottschalk  
Acting Corporation Counsel

ELG: r





# Western Connecticut State University

A Campus of the Connecticut State University

Danbury, Connecticut 06810 • 203 / 797-4250

Fax 203 / 731-2838

Vice President  
for Finance and Administration

## PERMISSION TO SLOPE

Western Connecticut State University has a large renovation project planned for the Summer of 1994 for the midtown football/soccer playing field. The entire field will be widened which requires moving the lights and visiting bleachers. In order to keep spectators off the playing field, the University plans to have a walkway around the artificial surface at both ends of the field. In order to do this the chain link fence must be moved to the property line of the University. This is shown on the attached drawing, No. C-5, dated 3/23/94. (No revision)

When the chain link fence is moved to the University's property line it will be necessary to create a slope on the City's property for the approximate 2' elevation difference between the elementary playing field and the University's playing field.

The University has offered to put 6" of topsoil on the entire field and reseed it as a "thank you" for the elementary school allowing the University's football team to practice on the field during the past five years. This work will also reduce the approximate 2' slope to probably about 6". The University is requesting permission for this slope and can supply any other information required.

Richard H. Sullivan  
Vice President for  
Finance & Administration

3/30/94

Date

Attach.



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

OFFICE OF THE CORPORATION COUNSEL

PLEASE REPLY TO:

March 30, 1994

DANBURY, CT 06810

Hon. Gene F. Eriquez, Mayor  
Hon. Members of the Common Council  
City of Danbury  
155 Deer Hill Avenue  
Danbury, Connecticut

Re: Western Connecticut State University  
Athletic Field Renovation  
Temporary Construction Fence

Dear Mayor and Common Council Members:

As you may know, Western Connecticut State University is planning to renovate the existing midtown football/soccer playing field, with construction scheduled to begin in May of this year. The extensive nature of these renovations requires the placement of a temporary construction fence on City property along the south end of the field in order to discourage children from venturing onto the construction site. The precise location of the proposed fence is shown on the attached drawing No. C-5, dated 3/23/94.

In order to conform to the timetable established by the University, we have suggested that a revocable license might best suit the need. If you are inclined to grant the request, we will work with the administration and the University to finalize the arrangements. Please consider this matter at your early convenience.

Sincerely,

Eric L. Gottschalk  
Acting Corporation Counsel

ELG:r

Attachment





Vice President  
for Finance and Administration

**LICENSE FOR TEMPORARY CONSTRUCTION FENCE**

Western Connecticut State University is beginning the bidding process on a major renovation of the midtown football/soccer playing field. This project requires moving the lights, the visiting bleachers, and widening the football/soccer field. Permission is requested to erect a temporary construction fence, along the contract limit line as shown on Drawing No. C-5, (No revision), dated 3/23/94 attached, during the estimated four month construction period.

The temporary fence will be on the south end of the field, as shown in the drawing (marked in pink). A larger fence will be needed if the school accepts the University's offer to add topsoil and reseed the elementary field (marked in green). This temporary fence will keep the Roberts Avenue school children away from the project so there will be no attractive nuisance. The University understands it will have responsibility for all liability from the construction fence inward towards University property.

Construction is scheduled to begin approximately by May 1, 1994 and be completed by August 15, 1994.

Richard H. Sullivan  
Vice President for  
Finance & Administration

3/30/94

Date



Greater Danbury Chamber of Commerce, Inc.  
72 West Street • Danbury, Connecticut 06810 • 203/743-5565

MAR 29 1994

22

March 25, 1994

Honorable Gene Enriquez  
Mayor, City of Danbury  
Danbury City Hall  
Danbury, CT. 06810

Dear Mayor Enriquez:

As you know, our organization has worked diligently to promote Danbury and the Housatonic Valley Region in order to sustain economic stability for existing businesses and enhance our competitive position for attracting new employers to the city and region. In that regard we have aggressively pursued state funding for a westside sewer interceptor, a priority project of the city's proposed Plan of Development and have supported state assistance programs for local business, particularly when state programs could lead to the creation of new job opportunities for area residents.

We have supported the expenditure of millions of dollars of public money in downtown Danbury for the new parking garage, new and open walkways, new signal systems and the Main Street streetscape project. In the redevelopment area we also supported the Liberty Terrace affordable housing project and worked with George Davon to actively promote the purchase of units among our members and their employees. We believe that all of these activities have added to an increased vitality in downtown Danbury.

We now wish to advise that after a thorough review and recommendation by our Board Committee on Tax Policy, our Board of Directors is in full support of the Proposal for Deferral of Assessment recommended and submitted to you in February by the Redevelopment Agency. We believe that in this extremely competitive era, it is important to offer incentives to attract new development and investment that will create jobs and ultimately expand the local tax revenue base. Your support, and Common Council approval of a new ordinance limiting the Deferral of Assessment to the redevelopment area is an important first step at this time. We urge you to forward the proposal to the Common Council for consideration at its April meeting.

We are also recommending that the Common Council take immediate action to explore extending the benefits of assessment deferral, as defined under CGS Section 12-65b, to the entire city.

Sincerely,

Victor Abraham,  
Chairman of the Board

# REDEVELOPMENT AGENCY CITY OF DANBURY

142 Deer Hill Avenue  
Danbury, Connecticut 06810  
Area Code 203 792-1135

March 24, 1994

TO: Mayor Gene F. Eriquez  
Honorable Members of Common Council

FROM: City of Danbury Redevelopment Agency

RE: Deferral of Assessment Increases  
City of Danbury Redevelopment Area

The City of Danbury Redevelopment Agency recommends approval by Common Council of the attached amendment to the Code of Ordinances. The amendment consists of a new section to the Code, Section 18-24, deferring tax assessment increases attributable to construction or improvements within the Downtown Redevelopment Area as authorized by Section 12-65b of the Connecticut General Statutes.

As you know, the City has had a long commitment to the revitalization of downtown Danbury through redevelopment and other public works and programs. The 7.7 acre Redevelopment Area has been divided into nine parcels, five of which are available for development. Liberty Terrace constitutes the first private development project, leaving four parcels available for additional development. The purpose of this new section is to provide additional incentives to attract private development to the Area.

The proposal empowers the Common Council to reduce or eliminate increases in tax assessments in accordance with the following schedule of deferments based upon the value of the proposed construction or improvements.

- For construction or improvements valued from \$ 100,000 to less than \$ 500,000: deferral of half of the assessment increase for a period not to exceed three years.
- For construction or improvements valued from \$ 500,000 to less than \$ 3,000,000: deferral of the entire increase for a period not to exceed two years.
- For construction or improvements valued at \$ 3,000,000 or more: deferral of the entire increase for a period not to exceed four years.

Several important points should be noted:

1. all applicants for the deferral must have been approved by the RDA for development on one or more of the parcels in the Redevelopment Area;
2. Common Council is not obligated to grant a deferral upon receipt of an application; and,
3. no loss of existing tax revenue from the parcel will occur.

Major provisions of the proposed amendment to the Code include the following.

Preamble: a declaration of support for downtown revitalization and identification of the authorization from the State to defer tax assessment increases.

Application and eligibility: eligibility criteria for consideration by Common Council.

Design criteria: required design criteria for construction and improvements.

Application procedure: submission and review of applications, referral to Common Council.

Assessment deferral agreement: deferral amounts and conditions; exclusion from deferral of Special Services District taxes; time limits for completion of improvements; requirement for an executed Contract of Sale for the parcel; requirement to meet all land development laws; exclusion of tax delinquents; transfer of ownership provisions.

Miscellaneous provisions: role of the Assessor; certification and filing; establishment of administrative procedures; eligibility for property under construction at time of enactment.

The proposed was reviewed by the Technical Advisory Committee of the RDA (Elpern, Setaro, Gottschalk, Schweitzer) and approved unanimously by the RDA at their February 22, 1994 meeting.

Attachment: Proposed Section 18-24, Code of Ordinances  
Section 12-65b, CGS

c: Redevelopment Agency  
Technical Advisory Committee

**Sec. 18-24. Deferral of assessment increases attributable to construction or improvements within the Downtown Redevelopment Area.**

- (a) Preamble and general findings and authority.** The redevelopment of properties located within the Downtown Redevelopment Area is hereby found and declared to be in the best interests of the City of Danbury.

Whereas, the Connecticut General Assembly has authorized municipalities to fix assessments for construction or improvements to real property or air space in accordance with the provisions of section 12-65b. of the Connecticut General Statutes; and, whereas the deferral of assessment increases attributable to new construction or improvements will encourage the revitalization of the downtown for the benefit of the City of Danbury; and, whereas the Common Council of the City of Danbury has declared support for the revitalization of its downtown and recognizes that revitalization requires improvements to the image and physical appearance of the downtown; and, whereas the Common Council of the City of Danbury has established a Downtown Redevelopment Area to promote the economic and general welfare of its citizens and property owners; now, therefore, in accordance with section 12-65b. of the Connecticut General Statutes, the City of Danbury does hereby provide for the deferral of assessment increases attributable to construction or improvements to real property or air space within the Downtown Redevelopment Area as specified herein.

- (b) Application and eligibility.** Application to the City for a deferral of assessment increases for real property, air space, and all improvements thereon or therein and to be constructed thereon or therein and located within the Downtown Redevelopment Area may be made by any party owning or proposing to acquire an interest in real property, or any party owning or proposing to acquire an interest in air space, or any party who is the lessee of, or who proposes to be the lessee of, air space in such a manner that the air space leased or proposed to be leased shall be assessed to the lessee pursuant to section 12-64 of the Connecticut General Statutes. In order to be eligible for the benefits provided by this section, the Common Council shall, upon receipt of a report and recommendation of the Planning Department:

- (1) establish that the real property or property subject to air rights is located within a parcel or parcels of the Downtown Redevelopment Area, as designated in the Downtown Danbury Redevelopment Plan, as amended, adopted by the City of Danbury Redevelopment Agency;
- (2) establish that construction or improvements to real property or property subject to air rights shall be limited to uses specified in section 12-65b. of the Connecticut General Statutes and the City of Danbury Zoning Regulations;
- (3) establish that the property or property subject to air rights is not delinquent in the payment of taxes to the City of Danbury or taxes owed through the Downtown Special Services District at the time of application;
- (4) establish that the proposed construction or improvement meets or exceeds the design criteria contained herein; and,
- (5) enter into a written agreement with the applicant fixing the assessment rate, as provided for herein, of the real property, air space and all improvements thereon or therein and to be constructed thereon or therein and which is the subject of the agreement in accordance with this section, provided that all improvements and construction thereon or therein to be undertaken shall be subject to the eligibility and design criteria specified herein and with all municipal land use regulations and building and health codes.

**(c) Design criteria for improvements or construction.** All construction or improvements to real property or air space eligible for deferral of tax assessments shall follow accepted practices of good urban design, including careful integration of new construction with existing development within the District. New buildings or extensions to existing buildings must be designed within the context of their surroundings to promote a cohesive overall effect with adjacent buildings. In addition, all new construction and improvements shall meet the following architectural guidelines:

- (1) proposed buildings or extensions to existing buildings shall not be significantly higher than buildings directly adjacent to them and shall appear to have an overall massing similar to that of other surrounding buildings;
- (2) proposed buildings or extensions to existing buildings shall be constructed with permanent materials requiring little or no maintenance (e.g. brick, cut stone, precast concrete);
- (3) proposed buildings or extensions to existing buildings shall be setback from the street line a distance similar to that of buildings adjacent to them to maintain the integrity of the existing streetwall; and,
- (4) the facade of proposed buildings or extensions to existing buildings facing public streets shall: be constructed of materials common to other buildings in the downtown; avoid the use of false facades and purely cosmetic treatment; only use clear or tinted glass (no mirror glass); use the same materials at all elevations of the building, except that complementary materials may be permitted to enhance the building base; screen all loading areas, docks, and dumpsters with the same exterior materials as those of the main building; screen rooftop mechanical equipment from view; design all proposed signs in a discrete manner.

**(d) Application procedure.**

- (1) Any eligible applicant for deferred assessments shall submit his application to the Planning Department of the City on forms supplied by such department. Such application shall include the applicant's estimate of the cost of construction or improvements subject to deferred assessment, and site plans, elevation drawings, and other specifications sufficient to determine if the proposed construction or improvement meets the design criteria specified above.
- (2) The Planning Department shall review the application submitted and forward such application and the department's recommendation to Common Council on whether or not the application meets the eligibility and design criteria specified in this section. Such recommendation shall include specific reasons to support its recommendation.
- (3) Upon receipt of the application and recommendation from the Planning Department, Common Council shall either approve the application, reject the application, or return the application to the Department for further information. If an application is rejected, Common Council shall state its reasons for rejection. The applicant may file a revised application to the Planning Department which addresses the reasons for rejection by Common Council.
- (4) In the event of approval, Common Council shall adopt a resolution authorizing the Mayor of the City of Danbury to enter into an agreement with the owner or lessee of the property, as specified herein, as prescribed by Common Council.

**(e) Assessment deferral agreement.**

- (1) The assessment deferral agreement to be signed by the applicant and the Mayor on behalf of the City shall refer to and incorporate the application as approved by Common Council, shall reflect the assessment on the property immediately prior to the issuance of a certificate of occupancy for the construction or improvements, and shall specify the period of deferral which shall begin with the issuance of said certificate of occupancy.
- (2) The assessment deferral agreement shall provide that, upon completion of construction or improvements made in accordance with the terms of the agreement, and upon certification by the Planning Director, or his designee, as hereinafter set forth, and upon issuance of the certificate of occupancy, the increase in the assessment of the property due to such construction or improvement shall be deferred in accordance with the following schedule:
  - a. for proposed construction or improvements which value three million dollars or more, the entire increase in the assessment may be deferred each year for a period not to exceed four years;
  - b. for proposed construction or improvements which value between five hundred thousand dollars or more but less than three million dollars, the entire increase in the assessment may be deferred each year for a period not to exceed two years; and,
  - c. for proposed construction or improvements which value between one hundred thousand dollars but less than five hundred thousand dollars, fifty percent of the assessment may be deferred each year for a period not to exceed three years.
- (3) Deferred assessments shall not apply to taxes levied under Section 19B-3 of the Code of Ordinances of the City of Danbury applicable to the Downtown Special Services District.
- (4) The assessment deferral agreement shall provide that such construction or improvement shall be completed by a date fixed in such assessment deferral agreement; and, in the event that on the date so fixed for completion the Planning Director or his designee has denied certification that the construction or improvement has been performed in accordance with the eligibility and design criteria as set forth in this section and in accordance with the terms of the assessment deferral agreement, the agreement shall terminate and further the owner or lessee of the property, as herein provided, shall be liable for any increase in taxes for which he would have been liable in the absence of such agreement. The agreement shall further provide that a property owner or lessee, as herein provided, may apply to the Planning Department for an extension of time in which to complete the construction or improvement which, for good cause shown, the Planning Department may approve but in no event shall such extension of time exceed a period of one year.
- (5) The assessment deferral agreement shall further provide that the agreement is contingent upon the following conditions:
  - a. that the Contract of Sale and transfer of land to the developer is approved by the Common Council and executed by the City of Danbury Redevelopment Agency, as required;
  - b. that, in addition to the certification requirements of subsection (e)(2)-(4) above, the property shall be subject to inspection and certification by the Building Inspector and Health Director, as being in conformance with such provisions of the state building and health codes and local housing codes as may apply, and by the Zoning Enforcement Officer to insure conformance with the zoning regulations, as required;

- c. that the assessment deferral shall continue only as long as construction and/or improvements to the property continue to meet design criteria and approved specifications in the agreement and as long as the use of the property remains a use authorized by Section 12-65b. of the Connecticut General Statutes;
- d. that the assessment deferral shall cease if there is any delinquency in the payment of taxes on the property; and,
- e. that the assessment deferral shall cease upon the sale or transfer of the property or air rights unless the new owner or lessee, as herein provided, of said property shall enter into a new contract with the City incorporating all the terms of the agreement with the former owner or lessee, as herein provided.

**(f) Miscellaneous provisions.**

- (1) The Assessor shall have the sole responsibility of determining the cost and value of the construction or improvements subject to the deferral of assessment increases.
- (2) A copy of any assessment deferral agreement entered into under the provisions of this section shall be forwarded to the Assessor of the City, who shall adjust his records accordingly.
- (3) The Planning Director or his designee shall forward a copy of his certification that the construction or improvement has been performed in accordance with the assessment deferral agreement to the Assessor. In the event that the Planning Director denies such certification, he shall send a copy of his denial to the Assessor, who shall readjust his tax records in accordance with the provisions of this section.
- (4) Any agreement entered into under the provisions of this section shall be filed with the Office of Town Clerk for recording in the land records of the City.
- (5) The Planning Department is authorized to establish procedures and technical specifications for the administration of this section.
- (6) Properties that have commenced construction or improvements prior to adoption of this section, but have not yet received a certificate of occupancy, may be eligible for the benefits set forth in this section provided they meet the requirements and apply in accordance with the provisions of this section.

§ 12-65b. Agreements between municipality and owner or lessee of real property or air space fixing the assessment of such property or air space

(a) Any municipality may, by affirmative vote of its legislative body, enter into a written agreement with any party owning or proposing to acquire an interest in real property in such municipality, or with any party owning or proposing to acquire an interest in air space in such municipality, or with any party who is the lessee of, or who proposes to be the lessee of, air space in such municipality in such a manner that the air space leased or proposed to be leased shall be assessed to the lessee pursuant to section 12-64, fixing the assessment of the real property or air space which is the subject of the agreement, and all improvements thereon or therein and to be constructed thereon or therein, subject to the provisions of subsection (b) of this section, (1) for a period of not more than seven years, provided the cost of such improvements to be constructed is not less than three million dollars, (2) for a period of not more than two years, provided the cost of such improvements to be constructed is not less than five hundred thousand dollars or (3) to the extent of fifty per cent of such increased assessment, for a period of not more than three years, provided the cost of such improvements to be constructed is not less than one hundred thousand dollars.

(b) The provisions of subsection (a) of this section shall only apply if at least one of the following requirements is satisfied: (i) The improvements are for office use; (ii) the improvements are for retail use; (iii) the improvements are for permanent residential use; (iv) the improvements are for transient residential use; (v) the improvements are for manufacturing use; (vi) the improvements are for warehouse, storage or distribution use; (vii) the improvements are for structured multilevel parking use necessary in connection with a mass transit system.

(1971, P.A. 471, §§ 1, 2; 1973, P.A. 73-477; 1975, P.A. 75-575, § 1, eff. July 7, 1975; 1977 P.A. 77-138, § 1, eff. May 12, 1977; 1977 P.A. 77-586, § 2, eff. July 5, 1977; 1979, P.A. 79-78, § 1, eff. May 3, 1979; 1982, P.A. 82-414, § 1, eff. June 7, 1982; 1985, P.A. 85-573, § 1; 1990, P.A. 90-219, § 13; 1992, May Sp.Sess., P.A. 92-15, § 4.)

Historical and Statutory Notes

Amendments

**1973 Amendment.** 1973, P.A. 73-477, inserted, in two instances in subsec. (a), "an interest in" following "proposing to acquire".

**1975 Amendment.** 1975, P.A. 75-575, § 1, amended subsec. (a) by inserting "or a population density of four thousand five hundred persons or more per square mile of land area" following "eighty thousand or more", and by inserting "or which has entered into contracts \* \* \* in excess of ten million dollars" following "the most recent federal census"; and amended subsec. (b) by inserting a subd. (1)(v), and by substituting "five" million dollars for "ten" million dollars in subd. (2).

**1977 Amendments.** 1977, P.A. 77-138, § 1, deleted, from subsec. (a), "with a population of eighty thousand or more or a population density of four thousand five hundred persons or more per square mile of land area according to the most recent federal census; or which has entered into contracts with the United States for grants for redevelopment or urban renewal pursuant to Title I of the Housing Act of 1949, as amended, in amounts in the aggregate in excess of ten million dollars" following "Any municipality"; and added subsec. (b)(1)(vi).

1977, P.A. 77-586, § 2, inserted, near the beginning of subsec. (a), "with a population of thirty-five thousand or more" following "Any municipality".



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

OFFICE OF THE CORPORATION COUNSEL

PLEASE REPLY TO:

March 24, 1994

DANBURY, CT 06810

Hon. Gene F. Eriquez, Mayor  
Hon. Members of the Common Council  
City of Danbury  
Danbury, Connecticut

Re: General Mills Restaurants, Inc.  
Lease Amendments / Red Lobster & Olive Garden  
Backus Avenue

Dear Mayor and Members of the Council:

General Mills Restaurants, Inc. has asked the City of Danbury to amend its two lease agreements (for two proposed restaurants on the same parcel of land) in order that additional time can be obtained for GMRI to obtain necessary approvals and permits.

The changes from the original leases are as follows:

1. Either party may only exercise a right to cancel the leases in the event GMRI's then pending application(s) for a permit(s) or other approval(s) has (have) not been approved by October 23, 1994 (previously, the deadline had been February 25, 1994). This extension of eight (8) months will provide GMRI the time it feels is necessary to get through the local/state approval process.

2. In exchange for the extension referenced in No. 1 above, GMRI will begin paying rent to Danbury not later than October 23, 1994 (unless the leases have been cancelled) when all of GMRI's permit approvals have been obtained, or when it has waived them. Such payments would also begin prior to and run concurrently with the construction. (Previously, the rent

Hon. Gene F. Eriquez, Mayor  
Hon. Members of the Common Council  
Re: General Mills Restaurants, Inc. / Lease Amendments  
March 24, 1994

---

- 2 -

was set to begin approximately 150 days after GMRI would have notified the City that it obtained its approvals, or waived them - essentially, 150 days after construction began.)

Thus, the rent to Danbury begins at the outset of the construction, rather than at the completion of construction, and while there will be no more total rent paid, the City will get its money sooner.

Your approval of both lease amendments will permit GMRI to continue with its approval process, extend the time for same and return rent to Danbury earlier than would otherwise occur. In all other respects, the lease agreements earlier approved would remain the same.

If you have questions regarding the amendments, please call.

Very truly yours,



Laszlo L. Pinter  
Assistant Corporation Counsel

LLP:r

Attachments

c: Eric L. Gottschalk, Esq.  
Acting Corporation Counsel

Neil Terwilliger  
Real Estate Representative  
General Mills Restaurants, Inc.

Cindy Taylor  
Legal Assistant  
GMRI Real Estate Dept.

FIRST AMENDMENT TO NET GROUND LEASE

THIS FIRST AMENDMENT TO NET GROUND LEASE made and entered into this \_\_\_\_ day of \_\_\_\_\_, 1994, by and between the City of Danbury (LANDLORD) and General Mills Restaurants, Inc., (TENANT).

W I T N E S S E T H

WHEREAS, LANDLORD and TENANT entered into that certain NET GROUND LEASE dated effective January 27, 1993 (the "LEASE") whereby, subject to certain conditions contained therein, LANDLORD agreed to lease to TENANT approximately 100,000 square feet of land ("PROPERTY") being more particularly described in said AGREEMENT; and

WHEREAS, LANDLORD and TENANT are desirous of amending the LEASE.

NOW, THEREFORE, in consideration of the foregoing and the parties intending to be legally bound thereby, the parties hereto agree as follows:

- 1. Article 2 of the LEASE is hereby deleted in its entirety and in its place is added the following:

"2. COMMENCEMENT OF TERM AND RENTAL PAYMENTS. This Lease shall commence on the date TENANT notifies LANDLORD in writing that all conditions precedent set forth in Article 4 hereof have been satisfied or waived by TENANT (which date will hereafter be called the "LEASE TERM COMMENCEMENT") and expire on the last day of the Tenth (10th) "Lease Year" (as hereafter defined), unless sooner terminated or extended as hereinafter provided. "Lease Year", as used herein, means a period of twelve (12) consecutive months during the term of the Lease, the first Lease Year commencing on the first day of the sixth (6th) full calendar month following the LEASE TERM COMMENCEMENT. "Partial Lease Year" means that portion of the term of the Lease prior to the first Lease Year."

- 2. The second paragraph of Article 4 of the LEASE is hereby deleted in its entirety and in its place is added the following:

"In the event an application is pending before any governmental or municipal agency at the end of the above two hundred forty (240) days, either party's right to cancel shall then be exercisable only after, October 23, 1994."

- 3. The annual rent and monthly installment schedule set forth in Article 6 of the LEASE is hereby deleted in its entirety and in its place is added the following:

	<u>Annual Rent</u>	<u>Mo. Installment</u>
Partial Lease Year and Lease Year: 1	N/A	\$4,444.44
Lease Years: 2 - 5	\$80,000.00	\$6,666.67
Lease Years: 6 - 10	\$89,600.00	\$7,466.67

[PAGE TWO OF FIRST AMENDMENT TO NET  
GROUND LEASE BETWEEN THE CITY OF DANBURY AND  
GENERAL MILLS RESTAURANTS, INC.]

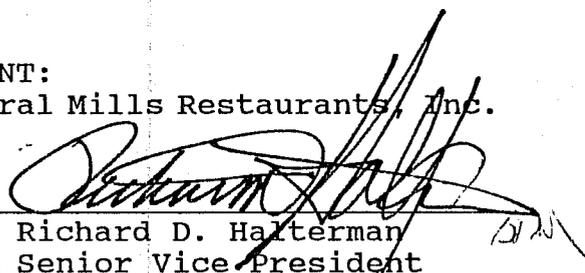
4. Except as amended herein, the LEASE shall remain in full force and effect as originally written.

IN WITNESS WHEREOF, the parties hereto have executed this FIRST AMENDMENT TO NET GROUND LEASE effective the day and year first above written.

LANDLORD:  
City of Danbury

By: \_\_\_\_\_  
Name: Gene F. Eriquez  
Title: Mayor

TENANT:  
General Mills Restaurants, Inc.

By:   
Richard D. Halterman  
Senior Vice President

C.B.T.  
3/14/94

FIRST AMENDMENT TO NET GROUND LEASE

THIS FIRST AMENDMENT TO NET GROUND LEASE made and entered into this \_\_\_\_ day of \_\_\_\_\_, 1994, by and between the City of Danbury (LANDLORD) and General Mills Restaurants, Inc., (TENANT).

W I T N E S S E T H

WHEREAS, LANDLORD and TENANT entered into that certain NET GROUND LEASE dated effective February 3, 1993 (the "LEASE") whereby, subject to certain conditions contained therein, LANDLORD agreed to lease to TENANT approximately 100,000 square feet of land ("PROPERTY") being more particularly described in said AGREEMENT; and

WHEREAS, LANDLORD and TENANT are desirous of amending the LEASE.

NOW, THEREFORE, in consideration of the foregoing and the parties intending to be legally bound thereby, the parties hereto agree as follows:

1. Article 2 of the LEASE is hereby deleted in its entirety and in its place is added the following:

"2. COMMENCEMENT OF TERM AND RENTAL PAYMENTS. This Lease shall commence on the date TENANT notifies LANDLORD in writing that all conditions precedent set forth in Article 4 hereof have been satisfied or waived by TENANT (which date will hereafter be called the "LEASE TERM COMMENCEMENT") and expire on the last day of the Tenth (10th) "Lease Year" (as hereafter defined), unless sooner terminated or extended as hereinafter provided. "Lease Year", as used herein, means a period of twelve (12) consecutive months during the term of the Lease, the first Lease Year commencing on the first day of the sixth (6th) full calendar month following the LEASE TERM COMMENCEMENT. "Partial Lease Year" means that portion of the term of the Lease prior to the first Lease Year."

2. The second paragraph of Article 4 of the LEASE is hereby deleted in its entirety and in its place is added the following:

"In the event an application is pending before any governmental or municipal agency at the end of the above two hundred forty (240) days, either party's right to cancel shall then be exercisable only after, October 23, 1994."

3. The annual rent and monthly installment schedule set forth in Article 6 of the LEASE is hereby deleted in its entirety and in its place is added the following:

	<u>Annual Rent</u>	<u>Mo. Installment</u>
Partial Lease Year and Lease Year: 1	N/A	\$4,444.44
Lease Years: 2 - 5	\$80,000.00	\$6,666.67
Lease Years: 6 - 10	\$89,600.00	\$7,466.67

[PAGE TWO OF FIRST AMENDMENT TO NET  
GROUND LEASE BETWEEN THE CITY OF DANBURY AND  
GENERAL MILLS RESTAURANTS, INC.]

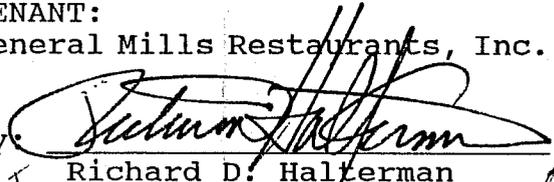
4. Except as amended herein, the LEASE shall remain in full force and effect as originally written.

IN WITNESS WHEREOF, the parties hereto have executed this FIRST AMENDMENT TO NET GROUND LEASE effective the day and year first above written.

LANDLORD:  
City of Danbury

By: \_\_\_\_\_  
Name: Gene F. Eriquez  
Title: Mayor

TENANT:  
General Mills Restaurants, Inc.

By:   
Richard D. Halterman  
Senior Vice President

cc  
3/14/14

DRS

*Warren Levy*  
*5 Pilgrim Drive*  
*Danbury, Ct. 06811*

March, 21, 1994

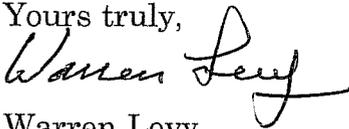
MEMO TO: Hon. Gene F. Eriques  
via the Common Council

FROM: Warren Levy, Councilmen

Re: Lease for Fire Dept. Eng. 25

I hereby request a committee of the Common Council be appointed at the April meeting to review and make recommendations on a lease between the City and King Street Volunteer Fire Co., Inc.

Yours truly,



Warren Levy



25

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

OFFICE OF THE CORPORATION COUNSEL

PLEASE REPLY TO:

March 30, 1994

DANBURY, CT 06810

Hon. Gene F. Eriquez, Mayor  
Hon. Members of the Common Council  
City of Danbury  
155 Deer Hill Avenue  
Danbury, Connecticut

Re: Danbury Landfill  
Consent Order

Dear Mayor and Common Council Members:

Please find enclosed a proposed consent order received by the City from the Connecticut Department of Environmental Protection. The consent order concerns apparent violations of the Connecticut Hazardous Waste Management Regulations relating to reporting and sampling requirements in connection with the operation of the Danbury Landfill metal hydroxide sludge unit.

The consent order requires certain action by the City, establishes a schedule of compliance and fixes a penalty for past violations. Note also that a decision by the City prior to April 6, 1994 has been requested.

The terms of the order have been reviewed by the Public Utilities Division and your approval recommended. Please review the contents of the order, and if you feel it appropriate, authorize the Mayor to sign it. As usual, if you have any questions, William Buckley and I will be available to answer them.

Sincerely,

Eric L. Gottschalk  
Acting Corporation Counsel

ELG:r

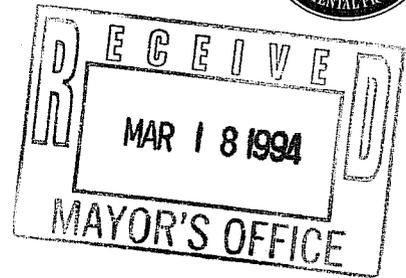
Attachment



STATE OF CONNECTICUT  
DEPARTMENT OF ENVIRONMENTAL PROTECTION



March 17, 1994



The Honorable Gene F. Eriquez, Mayor  
Danbury City Hall  
155 Deer Hill Avenue  
Danbury CT 06810

Re: **Danbury Landfill, Plumtrees Road, Danbury**  
RCRA Hazardous Waste Disposal Facility, EPA ID No. **CTD000841163**  
Consent Order--Final Draft

Dear Mayor Eriquez:

Enclosed please find a revised consent order concerning the Danbury Landfill metal hydroxide sludge unit. The order addresses violations of the Connecticut Hazardous Waste Management Regulations. This final draft of the consent order incorporates a revision in the penalty amount from the \$8,000.00 specified in the original draft to \$5,000.00.

If you have any questions or comments on the substantive requirements and scheduling in the proposed consent order, please contact Diane Duva of my staff at 566-8843.

Please sign and return the consent order to me no later than April 6, 1994. If you have not returned the signed consent order or if you have not contacted me by April 6, 1994 I will assume that you do not wish to discuss settlement and the Department will then issue an order.

Sincerely,

A handwritten signature in cursive script, appearing to read "D. A. Nash".

David A. Nash, Director  
Waste Engineering & Enforcement Division

Enclosure

c: William J. Buckley, Jr., Superintendent of Public Utilities, City of Danbury



STATE OF CONNECTICUT  
DEPARTMENT OF ENVIRONMENTAL PROTECTION



STATE OF CONNECTICUT

V.

City of Danbury

CONSENT ORDER

A. With the agreement of the City of Danbury ("Respondent"), the Commissioner of Environmental Protection ("the Commissioner") finds:

1. Respondent is a municipality which is or has operated a solid waste landfill at Plumtrees Road, Danbury, Connecticut ("the site").

2. Respondent has owned and operated a treatment, storage, or disposal facility for hazardous waste at the site. Such facility is a landfill as defined in 40 CFR 260.10.

3. Respondent has failed to comply with the following:

a. Respondent has failed to submit timely quarterly and annual groundwater monitoring reports, in violation of RCSA Section 22a-449(c)-28(b)(7) and Section 22a-449(c)-28(b)(8), [currently RCSA Section 22a-449(c)-105(c)(3)(A) and Section 22a-449(c)-105(c)(3)(B)].

b. Respondent has failed to sample the groundwater monitoring wells during the first and second quarters of calendar year 1991, in violation of RCSA Section 22a-449(c)-105(c)(2)(B).

B. With the agreement of Respondent, the Commissioner, acting under Sections 22a-6, 22a-424, 22a-131, and 22a-449 of the Connecticut General Statutes, orders as follows:

1. Respondent shall ensure that all violations set forth in paragraph A. 3. of this consent order do not recur and that all hazardous waste activities remain in compliance with the RCSA specified in that paragraph, in accordance with the following schedule:

a. Respondent shall sample the RCRA groundwater monitoring wells quarterly, in accordance with the requirements of Section 22a-449(c)-105(c)(2)(B) of the RCSA.

b. Respondent shall prepare and submit to the Commissioner quarterly and annual groundwater monitoring reports within the time limits specified in Section 22a-449(c)-105(c)(3) of the RCSA.

c. On or before thirty days after issuance of this consent order, Respondent shall submit for the Commissioner's review and written approval a plan detailing additional actions and/or operational changes to ensure future compliance with the requirements specified in paragraphs A.3.a. and A.3.b. of this consent order. Within five days after the Commissioner approves such plan, Respondent shall carry out the plan and maintain it in full effect thereafter.

(Printed on Recycled Paper)

79 Elm Street • Hartford, CT 06106

An Equal Opportunity Employer

2. Full compliance. Respondent shall not be considered in full compliance with this consent order until all actions required by this consent order have been completed as approved and to the satisfaction of the Commissioner.

3. Penalty for past violations. On or before fourteen days after issuance of this consent order, Respondent shall pay a civil penalty of \$ 5,000.00 for the past violations which are specified in attachment A to this consent order.

4. Payment of penalties. Payment of penalties under this consent order shall be mailed or personally delivered to Mr. David A. Nash, Director of Engineering and Enforcement, Bureau of Waste Management, Department of Environmental Protection, 79 Elm Street, Hartford, CT 06106-5127, and shall be payable to the Connecticut Department of Environmental Protection. The check shall state on its face, "Waste management civil penalty -- Engineering and Enforcement Division, Consent Order No. HM\_\_."

5. Approvals. Respondent shall use best efforts to submit to the Commissioner all documents required by this consent order in a complete and approvable form. If the Commissioner notifies the Respondent that any document or other action is deficient, and does not approve it with conditions or modifications, it is deemed disapproved, and Respondent shall correct the deficiencies and resubmit it within the time specified by the Commissioner or, if no time is specified by the Commissioner, within thirty days of the Commissioner's notice of deficiencies. In approving any document or other action under this consent order, the Commissioner may approve the document or other action as submitted or performed or with such conditions or modifications as the Commissioner deems necessary to carry out the purposes of this consent order. Nothing in this paragraph shall excuse noncompliance or delay.

6. Definitions. As used in this consent order, "Commissioner" means the Commissioner or an agent of the Commissioner. The date of "issuance" of this consent order is the date the order is deposited in the mail or personally delivered, whichever is earlier.

7. Dates. The date of submission to the Commissioner of any document required by this consent order shall be the date such document is received by the Commissioner. The date of any notice by the Commissioner under this consent order, including but not limited to notice of approval or disapproval of any document or other action, shall be the date such notice is personally delivered or the date three days after it is mailed by the Commissioner, whichever is earlier. Except as otherwise specified in this consent order, the word "day" as used in this order means calendar day. Any document or action which is required by this order to be submitted or performed by a date which falls on a Saturday, Sunday or legal holiday, shall be submitted or performed on or before the following business day.

8. Notification of noncompliance. In the event that Respondent becomes aware that it did not or may not comply, or did not or may not comply on time, with any requirement of this consent order or of any document required hereunder, Respondent shall immediately notify the Commissioner and shall take all reasonable steps to ensure that any noncompliance or delay is avoided or, if unavoidable, is minimized to the greatest extent possible. In so notifying the Commissioner, Respondent shall state in writing the reasons for the noncompliance or delay and propose, for the review and written approval of the

Commissioner, dates by which compliance will be achieved, and Respondent shall comply with any dates which may be approved in writing by the Commissioner. Notification by Respondent shall not excuse noncompliance or delay, and the Commissioner's approval of any compliance dates proposed shall not excuse noncompliance or delay unless specifically so stated by the Commissioner in writing.

9. Certification of documents. Any document, including but not limited to any notice, which is required to be submitted to the Commissioner under this consent order shall be signed by a representative of the Respondent authorized by law, and by the individual or individuals responsible for actually preparing such document, each of whom shall certify in writing as follows: "I have personally examined and am familiar with the information submitted in this document and all attachments and certify that based on reasonable investigation, including my inquiry of those individuals responsible for obtaining the information, the submitted information is true, accurate and complete to the best of my knowledge and belief, and I understand that any false statement made in this document or its attachments may be punishable as a criminal offense."

10. Noncompliance. This consent order is a final order of the Commissioner with respect to the matters addressed herein, and is nonappealable and immediately enforceable. Failure to comply with this consent order may subject Respondent to an injunction and penalties under Chapters 439 and 445 of the Connecticut General Statutes.

11. False statements. Any false statement in any information submitted pursuant to this consent order may be punishable as a criminal offense under Section 22a-131a of the Connecticut General Statutes or, in accordance with Section 22a-6, under Section 53a-157 of the Connecticut General Statutes.

12. Notice of transfer; liability of Respondent and others. Until Respondent has fully complied with this consent order, Respondent shall notify the Commissioner in writing no later than fifteen days after transferring all or any portion of the operations which are the subject of this consent order, the site or the business, or obtaining a new mailing or location address. Respondent's obligations under this consent order shall not be affected by the passage of title to any property to any other person or municipality. Any future owner of the site may be subject to the issuance of an order from the Commissioner. The terms of this consent order shall apply to and be binding upon Respondent's successors and assigns, as provided by law.

13. Commissioner's powers. Nothing in this consent order shall affect the Commissioner's authority to institute any proceeding to prevent or abate violations of law, prevent or abate pollution, recover costs and natural resource damages, and to impose penalties for violations of law which are willful or criminally negligent or for which penalties have not been specifically provided in this consent order], including but not limited to violations of any permit issued by the Commissioner. If at any time the Commissioner determines that the actions taken by Respondent pursuant to this consent order have not successfully corrected all violations, the Commissioner may institute any proceeding to require Respondent to correct violations.

14. Respondent's obligations under law. Nothing in this consent order shall relieve Respondent of other obligations under applicable federal, state and local law.

15. No assurance by Commissioner. No provision of this consent order and no action or inaction by the Commissioner shall be construed to constitute an assurance by the Commissioner that the corrective actions taken by Respondent pursuant to this order will result in compliance.

16. Access to site. Any representative of the Department of Environmental Protection may enter the site without prior notice for the purposes of monitoring and enforcing the actions required or allowed by this consent order.

17. No effect on rights of other persons. This consent order shall neither create nor affect any rights of persons who or municipalities which are not parties to this consent order.

18. Notice to Commissioner of changes. Within fifteen days of the date Respondent becomes aware of a change in any information submitted to the Commissioner under this consent order, or that any such information was inaccurate or misleading or that any relevant information was omitted, Respondent shall submit the correct or omitted information to the Commissioner.

19. Submission of documents. Any document required to be submitted to the Commissioner under this consent order shall, unless otherwise specified in writing by the Commissioner, be directed to:

Ms. Diane W. Duva  
Waste Management Bureau/WEED  
CT Department of Environmental Protection  
79 Elm Street  
Hartford, Connecticut 06106-5127

Respondent consents to the issuance of this consent order without further notice. The undersigned certifies that he is fully authorized to enter into this consent order and to legally bind the Respondent to the terms and conditions of the consent order.

City of Danbury

BY: \_\_\_\_\_

Mayor

\_\_\_\_\_  
Date



Consent Order No. HM \_\_\_\_\_

ATTACHMENT A

Nature of Problem/Violation

Violation of Section:

1. Late quarterly and annual groundwater monitoring reports:  
1989-third & fourth quarters  
1990-first & fourth quarters  
1989 & 1990 annuals

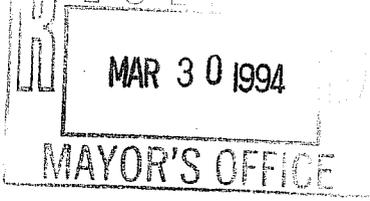
22a-449(c)-28(b)(7),  
22a-449(c)-28(b)(8),  
currently 22a-449(c)-  
105(c)(3)(A) and (B)]

2. Failure to sample the groundwater monitoring wells for the first and second quarters of 1991

22a-449(c)-105(c)(2)(B)



26



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

**WATER, SEWER, RECYCLING &  
SOLID WASTE DEPARTMENTS**  
(203) 797-4539  
FAX: (203) 796-1590

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

March 28, 1994

**TO: MAYOR GENE A. ERIQUEZ**  
*[Signature]*  
**FROM: WILLIAM J. BUCKLEY, JR., SUPERINTENDENT OF PUBLIC UTILITIES**  
**RE: DANBURY NEWTOWN INTERMUNICIPAL SEWER AGREEMENT**

~~~~~

Dear Mayor Eriquez:

Attached you will find a copy of the Danbury Newtown Intermunicipal Sewer Agreement that the committee negotiated over the past few years. On Monday, March 21, 1994 the Danbury Newtown Negotiating Committee met and voted favorably on the attached document recommending that it be sent to the Legislative and Executive branches of Government in both of our Municipalities for their review approval and execution. I respectfully request therefore that you forward the document to the Common Council of the City of Danbury. Should the Common Council refer this to a committee I will certainly make myself available at their convenience to meet and discuss its contents and explain and answer any question that they may have regarding it.

WJB:adr  
cc: Jack Schweitzer  
Rick Gottschalk  
Paul Galvin  
Councilman Louis Charles  
Councilman Joe Scozzafava

ENCLOSURE



**NEWTOWN-DANBURY INTERLOCAL  
SEWER SERVICE AGREEMENT**

This AGREEMENT is made this            day of            , 1994, by and between the Town of Newtown ("Newtown"), acting herein by Robert A. Cascella its First Selectman, hereunto duly authorized, and the City of Danbury ("Danbury"), acting herein by Gene F. Eriquez its Mayor, hereunto duly authorized; both Newtown and Danbury ("Municipalities") being municipal corporations situated in the County of Fairfield and State of Connecticut.

**WITNESSETH:**

**Whereas** the Municipalities wish to cooperate to more economically utilize facilities at the Danbury Wastewater Treatment Plant and;

**Whereas** Newtown desires to provide sanitary sewer service to the Hawleyville section of Newtown, as shown on Attachment A;

**Now therefore**, in consideration of the covenants contained herein the parties do agree as follows:

**SECTION 1. DEFINITIONS**

**Section 1.1** For the purposes of the Agreement, the following set of words and terms shall have the respective meanings as set forth below:

"Average Daily Flow" - shall mean an average number of gallons of sewage generated in Newtown each day to be conveyed, treated and disposed of in the Facilities on an annual (calendar year) basis.

"Facilities" - shall mean the 15.5 million gallons per day capacity Danbury Water Pollution Control Plant and those Danbury pump station(s) and transmission line(s) used to handle Newtown sewage.

Newtown - Danbury Interlocal  
Sewer Service Agreement

"Operation and Maintenance Cost" - shall mean the costs of labor, materials, chemicals, power, fuel, equipment, administration and other expenditures, including capital expenditures, directly attributable to the operation of the Facilities handling Newtown sewage but excluding the costs of debt service on obligations issued to finance the upgrade and renovation of the Facilities completed in 1993.

**Section 1.2** All definitions not specifically included in this document shall be those defined in Chapter 16 of the City of Danbury Code of Ordinances as of the date of this agreement as may be amended as required by State and Federal Laws and Regulations.

**SECTION 2. FACILITIES**

**Section 2.1** Danbury shall maintain and operate the Facilities consistent with all Federal and State requirements and permits. Danbury shall continue to manage all elements of the sewage system in Danbury providing a fully working and operational system into which Newtown sewage can be conveyed. Newtown shall be responsible for the construction and management of its system in accordance with all applicable State and Federal laws and regulations. Both municipalities will cooperate to meet any future laws or regulations governing their operations including but not limited to odor control. Newtown shall install, operate, and maintain odor control on its system.

**SECTION 3. FINANCING OF FACILITIES**

**Section 3.1** Newtown will purchase 150,000 gallons per day of sewage treatment capacity in the Danbury Facilities. This capacity shall be paid for in two payments equalling \$1,161,000. The first payment shall be for \$1 Million and deposited with Danbury within 60 days after the signing of this agreement. The second and final payment of \$161,000 shall be made within 90 days after sewage begins to flow from Newtown to Danbury. Should the \$1,161,000 total payment due exceed the available appropriation authorized by Newtown, for this agreement, the amount of purchased capacity will be reduced to meet the legally authorized spending limit of Newtown.

Newtown - Danbury Interlocal  
Sewer Service Agreement

In the event that Newtown does not appropriate the required \$1,161,000 and the purchased capacity is reduced as described above, any further reference in this agreement to 150,000 gallons per day shall also be reduced to the actual purchased capacity.

**SECTION 4. OPERATION & MAINTENANCE OF FACILITIES**

**Section 4.1** Newtown may discharge into the Facilities, an Average Daily Flow not to exceed 150,000 gallons per day, governed by Newtown's Interlocal Agreement with Bethel dated March 6, 1991 (Attachment B) and as modified August 8, 1991 (Attachment C). These existing interlocal agreements with Bethel are an integral part of this Agreement and reflect the concerns and requirements of Danbury for the control of flow from both Newtown and Bethel through their common line into the Beaverbrook Pump Station.

**Section 4.2** In the event that Newtown discharges into the Facilities an Average Daily Flow exceeding 150,000 gallons per day in any calendar year, Newtown shall not permit any new connections to be made to this sewage system and shall not approve any changes in use for existing customers of its sewage system that would add to the discharge. Discharges that continue above 150,000 gallons per day, for a period of ten days or more, will be billed at three times the rate in effect during the period in which the excess flow occurred. Further, Newtown shall take immediate steps to reduce the flow to a rate equal to or less than the capacity established in this agreement.

**Section 4.3** Newtown shall be responsible for all costs of maintenance and repairs of sewers within Newtown. Newtown shall pay Danbury its proportionate share of the "Operation and Maintenance Costs" for the usage of all applicable Facilities for the conveyance, treatment and discharge of sewage from Newtown. Said proportionate share shall be computed by multiplying Danbury's total annual Operation and Maintenance Costs by the percentage of the total annual flow of sewage into said Facilities which is attributable to Newtown. An estimate of this cost shall be billed by Danbury on an annual basis at the beginning of Danbury's fiscal year and adjusted annually for the previous year's actual flows and costs. Payment shall be made to Danbury within 60 days of billing.

Newtown - Danbury Interlocal  
Sewer Service Agreement

**Section 4.4** Newtown shall provide to Danbury, on a quarterly basis, a listing and appropriate payment of all new customer connections to the sewer system as shown on Attachment A. For each new customer connection in Newtown, in the sewer service area as shown on Attachment A, Newtown will pay Danbury one-half the same one time standard connection fee charged Danbury customers pursuant to Danbury's then current Code of Ordinances, for all future non-residential development in the Newtown sewer service area as shown in Attachment A, not in existence at the effective date of this agreement. Newtown will not pay connection fees for any residential properties.

**Section 4.5** Newtown shall adopt and enforce regulations controlling the use of its sewage system, including regulations regarding prohibited discharges into such sewage system, which regulations shall be at least as restrictive or stringent as those adopted by Danbury, which regulations or ordinances shall not be enacted or enforced in an unreasonable, arbitrary or capricious manner.

**Section 4.6** In the event it becomes necessary during the term of this Agreement to make extraordinary repairs or replacements to the Facilities due to the discharge of prohibited substances in Newtown, then Newtown shall reimburse Danbury for all costs incurred therewith. Said costs shall be reimbursed within 60 days of billing. Newtown shall not be responsible for the cost of extraordinary repairs or replacements to the Facilities due to the discharge of prohibited substances in any other municipality including Danbury.

**Section 4.7** Both Municipalities shall, at all reasonable times and without notice, have the right by their duly authorized agents or employees to inspect the Facilities or Newtown's sewage system to assure themselves that construction, operation and maintenance of the Facilities and Newtown's sewage system are being carried out in a satisfactory manner.

**SECTION 5. MONITORING, TESTING AND METERING**

**Section 5.1** Newtown shall install proper monitoring and metering equipment to allow sampling, testing and measurement of effluent discharged by Newtown, transported through Bethel and treated by Danbury. Newtown shall collect samples of Newtown effluent and shall perform testing appropriate to ensure conformity with the terms and conditions of the Danbury NPDES permit, as the same may

Newtown - Danbury Interlocal  
Sewer Service Agreement

be amended, in a manner and as at such times or intervals as may be required by DEP with respect to the testing of Danbury influent. Newtown's metering equipment shall be compatible with equipment installed in the Facilities. Newtown shall tie their equipment into the Danbury equipment and continuously transmit measurements of flow to the Facilities.

**Section 5.2** Newtown shall purchase, maintain, calibrate annually and if necessary repair the aforementioned monitoring and metering equipment as well as a source of emergency power for said equipment, all at its own expense. All costs directly related to Newtown associated with sampling and testing will be paid by Newtown. In addition, Newtown shall bear the costs directly associated with compliance with the Danbury NPDES permit as it relates to the treatment of wastes solely generated by Newtown. In the event that Newtown fails to perform necessary maintenance or repairs to the aforementioned monitoring and metering equipment in a timely manner in accordance with its obligations pursuant to this section, Danbury shall have the right, upon written notice to Newtown, which notice shall have been given not less than two business days in advance, to enter upon property of Newtown to perform said maintenance or repairs. Any costs incurred by Danbury hereunder shall be reimbursed by Newtown within 60 days of billing.

**Section 5.3** The Municipalities shall work cooperatively to sample and test effluent within the Newtown sewer system when such sampling and testing is deemed necessary. However, Danbury reserves the right to take samples and perform tests of effluent within the Newtown sewer system at any time to determine compliance with Federal, State and Local sewer standards. Danbury shall notify Newtown prior to taking any such samples in order to allow Newtown to send a representative to observe said sampling procedure and provide such assistance as may be necessary. All costs associated with sampling and testing performed hereunder shall be billed to Newtown. Newtown shall pay all such costs within 60 days of billing.

**Section 5.4** In the event that tests reveal that effluent discharged into the appropriate Newtown sewer system and conveyed to the Danbury sewer system fails to meet standards and permit requirements of Federal, State or Local Governments, Newtown shall take all action necessary to correct said condition in its sewer system and compel compliance with said standards and permit requirements by all responsible Newtown sewer users.

**SECTION 6. TERMS, SEVERABILITY AND EFFECTIVE DATE**

**Section 6.1** This Agreement shall not be effective until it has been executed by the First Selectman of Newtown and the Mayor of Danbury, after approval of the appropriate governmental authority of the Town of Newtown and approval by the Common Council of Danbury.

**Section 6.2** This Agreement shall remain in full force and effect for a term of 30 years from the execution date hereof.

**Section 6.3** In the event that there shall be a final adjudication that any provision or provisions of the Agreement are or shall be invalid, illegal, or contrary to public policy, such provision or provisions shall be deemed and construed to be severable from the remaining provisions of this Agreement, which shall continue in full force and effect, unless the provision or provisions so adjudicated are so essential to the Agreement as to render performance of the Agreement impossible in their absence.

**Section 6.4** This agreement may be reopened and renegotiated at the request of either municipality if either the operating costs or the construction costs are increased as the result of (a) a request by Newtown for a greater capacity, or (b) as the result of a change in process required by the State of Connecticut or the Federal government. In the event the parties are unable to agree as to some or all of the matters requiring agreement in connection with such renegotiation, the matters in dispute shall be subject to binding arbitration in the manner set forth in Section 8 below, provided however that any decision by Danbury in response to a request from Newtown for greater capacity shall not be subject to arbitration.

**SECTION 7. REPRESENTATIONS AND WARRANTIES**

**Section 7.1** Newtown hereby represents and warrants to Danbury that (i) Newtown is and will continue to be a body politic and corporate, validly existing under the laws of the State of Connecticut and with the power to execute and deliver this Agreement; (ii) that the execution and delivery by Newtown of this Agreement have been duly authorized by Newtown in conformity with all applicable laws, including its charter, and no proceedings or authority for the execution and delivery of this

Newtown - Danbury Interlocal  
Sewer Service Agreement

Agreement have been repealed, rescinded or revoked; (iii) this Agreement, upon execution and delivery hereof, will be a legal, valid and binding obligation of Newtown enforceable against it in accordance with its respective terms; (iv) no litigation of any nature is now pending or, to the best of Newtown's knowledge, threatened which would restrain or enjoin the execution or delivery of this Agreement or in any manner question the authority or proceedings for the execution or delivery of this Agreement.

**Section 7.2** Danbury hereby represents and warrants to Newtown that (i) Danbury is and will continue to be a body politic and corporate, validly existing under the laws of the State of Connecticut and with the power to execute and deliver this Agreement; (ii) that the execution and delivery by Danbury of this Agreement have been duly authorized by Danbury in conformity with all applicable laws, including its charter, and no proceedings or authority for the execution and delivery of this Agreement have been repealed, rescinded or revoked; (iii) this Agreement, upon execution and delivery hereof, will be a legal, valid and binding obligation of Danbury enforceable against it in accordance with its respective terms; (iv) no litigation of any nature is now pending or, to the best of Danbury's knowledge, threatened which would restrain or enjoin the execution or delivery of this Agreement or in any manner question the authority or proceedings for execution or delivery of this Agreement.

**SECTION 8. RESOLUTION OF CLAIMS / DISPUTES**

**Section 8.1** In the event that the municipalities reach an impasse in the settlement of any claim, demand, dispute, difference, controversy or misunderstanding that may arise under this Agreement, the issue shall be settled by arbitration.

Either municipality may request arbitration by sending written notice to the other municipality and appointing its arbitrator. The other municipality shall within 10 days after receiving written notice appoint its arbitrator. The two arbitrators shall appoint a third arbitrator within fourteen days. In the event that a third arbitrator is not appointed within the designated time, either party may apply to the Superior Court to appoint a third arbitrator.

Newtown - Danbury Interlocal  
Sewer Service Agreement

As soon as possible and mutually agreed to, the three arbitrators shall meet and give opportunity to each municipality to present its case. The arbitrators will then by majority vote render a decision which shall be binding, as applicable and allowable under existing laws, upon both municipalities.

In Witness Whereof, the Municipalities have caused this Agreement to be executed by their authorized officers and their respective seals to be hereunto affixed as of the date first written above.

In the presence of:

Town of Newtown, Connecticut

-----

By-----

Robert A. Cascella,  
First Selectman

City of Danbury, Connecticut

-----

By-----

Gene F. Eriquez,  
Mayor

Attachments A, B & C

A:\NEWT5WR4.wp 3/21/94



City of Danbury, Connecticut

---

EVALUATION OF PRIVATE  
WATER SYSTEMS

---

SUMMARY AND CONCLUSIONS

1. Field inspections of the Robin Hill, Racing Brook Meadows and Pleasant Acres private water systems were made on August 31, 1993 by Ronald G. Litke, P.E. and William S. Andres, P.E., L.S. of Roald Haestad, Inc. and Paul Galvin and Jerry Best, of the DWD. The inspections were conducted by Fred Black, of R. J. Black & Son Inc., the operator of the three systems. Thomas Miller of BRT Utility Co. Inc., owner of the Robin Hill and Racing Brook Water Companies, was present during the inspections of the Robin Hill and Racing Brook Meadows Systems.
2. The Robin Hill and Racing Brook Meadows Systems can be connected to DWD mains without a great deal of expense. The wells, tanks and pumping facilities which serve these systems can be abandoned.
3. Although within 300' of an existing 8-inch water main in Hayestown Road, most of the area within the Pleasant Acres System is too high in elevation to be served by the DWD low service distribution system. A pumping station would be required to serve the area.
4. The existing service population of the Robin Hill, Racing Brook Meadows and Pleasant Acres Systems is 1,103. Future expansion within the Pleasant Acres System is expected to bring the total to 1,324 by the year 2040.

Total average demand of these three systems is 73,000 gallons per day. With future expansion, the projected use by the year 2040 would be 90,000 gallons per day. The DWD has ample safe yield in its sources of supply to provide water service to these additional service areas.

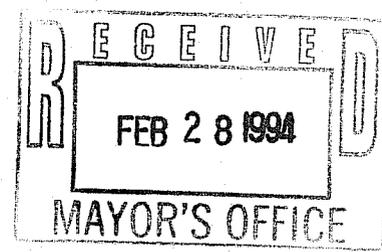
5. The estimated cost for short term improvements to abandon sources of supply, make connections to DWD mains, install meters and update system mapping is \$127,750 for Robin Hill and \$54,000 for Racing Brook Meadows. A preliminary estimate for the long term upgrading of the distribution systems is \$200,000 for Robin Hill and \$225,000 for Racing Brook Meadows.

The anticipated annual revenues using the current number of customers and consumption data are \$21,400 for Robin Hill and \$17,200 for Racing Brook Meadows. This is based on the City of Danbury's current water rate schedule.

6. The estimated cost for short term improvements to make connections to DWD mains, construct an interim pumping station, abandon sources of supply, install meters and update system mapping is \$400,000 for the Pleasant Acres system. A preliminary estimate for the long term upgrading of the distribution system and interim pumping station and abandonment of existing storage tanks and pumping station is \$1,365,000.

The anticipated revenue using the current number of customers and consumption data for the Pleasant Acres System is \$13,140 per year. This is based on the City of Danbury's current water rate schedule.

7. The total revenues anticipated from the three private systems is \$51,740 per year.



February 21, 1994

Mayor Gene Eriquez  
City Hall  
Deer Hill Avenue  
Danbury, CT 06810

Dear Gene:

The owners of 240 Main Street have asked me to drop you a note to discuss the possibility of the city buying 240 Main Street to help alleviate some of your additional office requirements.

This elevated building has a total of 15,100+/- square feet gross (12,000 usable) and consists of four floors (including a finished basement). The land area is in the CL-CBD zone and rests within the business district.

Tenants presently in the building are:

1. Law firm of Exner and Scire
2. Joli Film Studio
3. Danbury Fire Fighters Association Local 801

The square feet presently being used is 5,240 square feet, leaving 6,760 vacant square feet available for the city's use. The current income is approximately \$40,000.00.

If you feel that the city could use the additional space in this building, we would like to sit down to discuss the possibilities.

Sincerely,

Robert C. Lieberum  
GOODFELLOW-ASHMORE AGENCY, INC.

RCL:ba



29  
COMMON COUNCIL

CITY OF DANBURY

APPLICATION FOR EXTENSION OF SEWER AND/OR WATER

Sewer

Water

Applicant: Broad Street Associates

Address: P.O. Box 856

Danbury, CT 06813-0856

Telephone No: 743-2141

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

Located at: Broad Street

Assessor's Lot No: K12222, K13180

Zone in which the Property Lies: RA - 8

Intended Use:

Retail

Single Family Residential

Office

Multiple Family Development

Mixed Use

Industrial

\_\_\_\_\_ Number of Efficiency Units

\_\_\_\_\_ Number of 1 Bedroom Units

\_\_\_\_\_ Number of 2 Bedroom Units

14 Number of 3 Bedroom Units

14 Total Number of Units



3/28/94

(Signature) Agent for Applicant

(Date)

*Sorrentino, Thomas and Sorrentino, P.C.*

*Counsellors at Law*

*12 Armand Place*

*Valhalla, New York 10595*

(914) 592-6648

(914) 592-3912

REGISTRAR  
MAR 28 1994  
MAYOR'S OFFICE  
30

*Dominick Sorrentino*

*Elvira Sorrentino Thomas*

*Member of N.Y. and N.J. Bars*

*Frances A. Sorrentino*

March 24, 1994.

Mr. Basil Friscia  
Assistant to the Mayor  
of the City of Danbury  
City Hall  
155 Deer Hill Avenue  
Danbury, Conn. 06810.

Re: John F. Sorrentino,  
Premises: 6 Barnum Road  
Danbury, Ct.

Dear Mr. Friscia:

Reference is made to our meeting at your office on March 21, 1994. I appeared with my son, John, for any assistance I could give him with respect to the sewer problem he has at the above captioned premises.

The septic system is in such defective condition that it has become necessary to connect his sewer facilities with the available City's main sewer facilities existing at Capitola Street or across street from the subject premises.

Annexed hereto is a copy of the letter by my son, dated March 15, 1994, to the Common Council of the City of Danbury, which sets forth his difficulties with respect to the sewer connection with the sewer main on Capitola Street. Such connection would require an expenditure of about \$20,000.00 which sum is in excess of his ability to defray the same. Such expenditure would cause to my son extreme hardship.

An alternative to the problem of my son is a connection with the main sewer pipe existing on City property across the street from his house. Enclosed herewith is a copy of a map, which I obtained from the Engineering Department of your city, on which I have superimposed a dotted line to the sewer pipe and the dwelling of my son. As indicated in my son's letter, the expense of such connection should not exceed the amount of \$5,000.00.

The objection interposed by the Engineering Department to such connection is to the extent that such connection would create an easement in favor of my son, which would impair the marketability or the use of this property for any possible construction thereon.

Mr. Basil Friscia  
March 24, 1994  
Page 2.

While in Danbury, I searched the records of the Hall of Records and found that the City of Danbury acquired title from Stanley H. Peck Sr. and Genevieve T. Peck, by deed September 5, 1968 and recorded in Liber 464, conveyance page 338 on the same day. The deed refers to a prior instrument, dated February 28, 1936 from Everett Robinson and Viola Robinson to the City of Danbury and recorded in Liber 196, page 586 on the same day. By the latter deed easements were conveyed for the construction and maintenance of a permanent pipe line fifty (50) feet in width for a distance of 380 feet. It appears, therefore, the City owned property in question is already burdened with easements and the connection by my son with such pipe will not create an easement situation, which does not already exist.

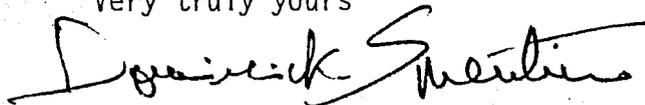
By reason of the foregoing, there should be no difficulty in permitting my son to make the connection, thus, alleviating his financial burden.

It should be further noted that at the point in question the City owned property comprises an angle, which makes any future construction impossible and unfeasable by reason of its inconsistency with the zoning resolution.

In the event that the objections of the Enginerring Department cannot be overcome, I, then, suggest that a license be granted to my son, which permitshim to make such connection without creating an easement burdening the City owned property. Such license is revocable and does give rise to an easement, which seems to concern the Engineering Department.

I was informed that the Common Council will meet on April 5, 1994, and you may want to make known to it the contents of this letter. I further request that you discuss this matter with the Mayor of your City, so that the same may be resolved to the satisfaction of all parties concerned.

Very truly yours

A handwritten signature in cursive script, appearing to read "Dominick Sorrentino".

Dominick Sorrentino

March 15, 1994  
John F. Sorrentino  
6 Barnum Rd.  
Danbury CT. 06811  
(203) 790-0090

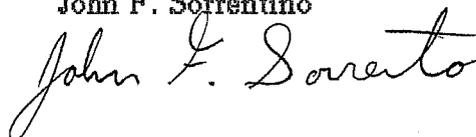
To The Danbury Common Council:

During the spring months, over the last few years, I have had a progressively increasing problem with my septic tank. I have since had the situation evaluated by several contractors including Bill Coffey, Howard Lathrope, Richard Danise, and others. All have come to the conclusion that for my situation, hooking into a sewer pipe would be the best alternative. Septic repair would be very difficult and perhaps not possible.

The city's chief engineer analyzed a map of the area and discovered that there are two sewer pipes. One is directly across the street from my house, requiring a fifty foot connection with a grinding pump at an estimated cost of \$5,000. The second is on Capitola. This option would not require a grinding pump but would require the sewer main on Capitola to be extended 350 feet. This option would cost approximately \$20,000.

The city engineer has directed me to request the common council to permit a connection to the pipe across the street. Although he prefers that the sewer main be extended, that option is financially difficult to afford. Therefore, I ask that you quickly approve connection to the sewer pipe directly across Barnum Road. All the contractors listed above told me that the option is technically sound and certain to work. If you refuse this request then tell me why you have done so?

John F. Sorrentino





31

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

March 30, 1994

ENGINEERING DEPARTMENT  
(203) 797-4641

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

Mayor Gene F. Eriquez  
Common Council  
City of Danbury  
155 Deer Hill Avenue  
Danbury, Ct. 06810

Dear Mayor Eriquez and Common Council Members:

## Proposed Sanitary Sewers First Street and Second Street

At the March 21, 1994 Common Council meeting a petition for sanitary sewer installations on First Street and Second Street was referred to our office for a survey (reference item 15 of the meeting minutes).

Before our office prepares a cost estimate and conducts a survey by mail, we will need direction/clarification as to the scope of this proposed project.

First and Second Streets were originally proposed to be sewerred as part of the Germantown Area sanitary sewer project which was voted down in the 1970's.

First and Second Streets must be served by a sewer main which would run to the east through Shepard Road, Great Plain Road, Michaud Road, Rockwell Road, Sandpit Road and Old Brookfield Road to the sewer recently installed at the intersection of Beaver Brook Road and Morgan Avenue. The sewer to serve Second Street and First Street cannot be run to the west since the ground elevation at the intersection of Second Street and Virginia Avenue is approximately 6 feet lower than the invert of the City sewer at Third Street and the ground elevation at the intersection of First Street and Virginia Avenue is approximately 44 feet lower than said Third Street sewer.

Enclosed please find a copy of the schematic map prepared in the 1970's for the Germantown area project. This map shows the route of the sewer which would have to be installed to serve First and Second Streets. We have highlighted in yellow First and Second Streets and in green the downtown piping which would be necessary.

(continued on page 2)

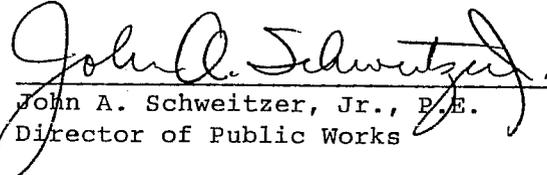
TO: Mayor Gene F. Enriquez

March 30, 1994

Is the intent of the Common Council's instructions to survey property owners to survey all property owners along the route shown in green on the enclosed map even though these downstream property owners were not included in the petition? The scope of the project to serve First and Second Streets will be fairly extensive.

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

Very truly yours,



John A. Schweitzer, Jr., P.E.  
Director of Public Works

JAS/PAE/gw

Encl.

c: Basil Friscia  
William Buckley, Jr., P.E.



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

April 5, 1994

Honorable Mayor Gene F. Eriquez  
Honorable Members of the Common Council

Re: Amendment to Ordinance 16A-95(a)

The Common Council met as a Committee of the Whole at 7:20 P.M. on March 21, 1994 to review a proposed amendment to Danbury Ordinance 16A-95(a). This amendment will bring the penalties for offenses of the Flow Control Ordinance in line with those of the HRRA - Housatonic Resources Recovery Authority. These penalties would be less severe than those in the present ordinance.

A number of Council Members spoke against lessening the penalties for violation of this ordinance. They felt that there was no benefit in lowering our standards to meet those of HRRA. Another view was presented that the more stringent Danbury ordinance will only exacerbate legal problems with this ordinance.

Mr. Boynton moved to recommend denial of the proposed amendments to Ordinance 16A-95(a). The motion was seconded by Mr. Trocolla and passed 16 - 2 with Mr. Yamin and Mr. Cappiello voting in the negative.

Respectfully submitted,

  
\_\_\_\_\_  
JOSEPH DASILVA, Chairman



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

April 5, 1994

---

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

THAT Subsection 16A-95(a) of the Code of Ordinances of Danbury, Connecticut is hereby amended to read as follows:

**16A-95. Suspension or revocation of permits.**

(a) In addition to the remedies provided by law in case of nonpayment or noncompliance with the provisions of this article, the manager is authorized to suspend or revoke any permits issued pursuant to the provisions of section 16A-81 hereof. Any person who violates the provisions of this article shall be subject to the following penalties:

(1) Upon a first offense, the offender shall receive a written warning.

(2) Upon a second offense occurring within a period of one (1) year, any permit issued to the offender shall be suspended for a period of fourteen (14) days.

(3) Upon a third offense occurring within a period of one (1) year, any permit issued to the offender shall be suspended for a period of thirty (30) days.

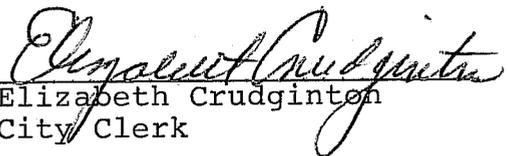
(4) Upon any subsequent offense occurring within a period of one (1) year, any permit issued to the offender shall be suspended for a period of six (6) months.

The hearing panel established pursuant to the provisions of section 16A-51(d) hereof may, in its discretion, reduce or mitigate the penalties provided for herein, if it determines that the circumstances involved in the offense or the interests of fairness justify such action.

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

Adopted by the Common Council - April 5, 1994  
Approved by Mayor Gene F. Enriquez - April 6, 1994

ATTEST:

  
Elizabeth Crudginton  
City Clerk



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

April 5, 1994

Honorable Mayor Gene F. Eriquez  
Honorable Members of the Common Council

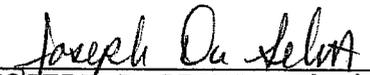
Re: Amendment to Ordinance 16A-51(d)

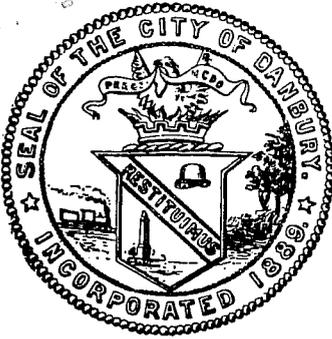
The Common Council met as a committee of the whole at 7:20 P.M. on March 21, 1994 to review a proposed amendment to Danbury Ordinance 16A-51(d). This amendment would change the officers in a hearing for a suspension or revocation of a permit. The Director of Public Works, the Corporation Counsel and the Manager of Recycling/Landfill with the Town Clerk, the Director of Personnel and the Zoning Enforcement Officer.

Corporation Counsel Eric Gottschalk and Superintendent of Public Utilities William Buckley explained that the positions being replaced were too close to the process to be impartial and that the positions replacing them were more able to give a fairer hearing.

Mrs. Coladarci moved to recommend approval of the proposed amendment to Ordinance 16A-51(d). The motion was seconded by Miss Dennehy and passed unanimously.

Respectfully submitted,

  
\_\_\_\_\_  
JOSEPH DaSILVA, Chairman



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

April 5, 1994

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

THAT the Subsection 16A-51(d) of the Code of Ordinances of Danbury, Connecticut is hereby amended to read as follows: —

16A-51. Noncompliance with provisions of article.

(d) Hearing. Any person, firm, corporation or other entity penalized pursuant to this section or whose permit has either been suspended or revoked pursuant to this section may request and shall be granted a hearing on the matter before any three of the following four individuals: the mayor, the town clerk, the director of personnel, the zoning enforcement officer or the duly authorized designees of said individuals; provided, that either such person, firm, corporation or other entity shall file in the office of the department of public works a written petition requesting such hearing and setting forth a brief statement of the grounds therefor within ten (10) days after the fine has been levied or the permit suspended or revoked, or, notwithstanding the foregoing, the department of public works determines that a hearing is appropriate. Upon receipt of such petition, or upon a determination by the department of public works that a hearing is appropriate, the department of public works shall set a time and place for such hearing and shall give the petitioner written notice thereof. The filing of such petition or the establishment of such a hearing shall operate to stay any proposed penalty until the decision of the hearing board is rendered.

At such hearing the petitioner shall be given the opportunity to be heard. Any such petitioner may be represented by counsel of his choosing, shall have the right to present evidence, cross-examine witnesses and present oral and written testimony. Within ten (10) days following any such hearing, the petitioner shall be advised in writing, by certified mail, of the decision of the hearing board, which decision shall include written findings of fact which support that decision.

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

Adopted by the Common Council - April 5, 1994

Approved by Mayor Gene F. Enriquez - April 6, 1994.

ATTEST:

*Elizabeth Crudginton*  
Elizabeth Crudginton  
City Clerk



35

# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

## REPORT

April 5, 1994

Honorable Mayor Gene F. Eriquez  
Honorable Members of the Common Council

Re: Final Sewer Assessment - Third Street

The Common Council met as a committee of the whole at 7:20 P.M. on March 21, 1994 to review the final assessment for a sanitary sewer on Third Street. This line was completed last fall and is now operational. Only one resident along the line spoke at a preceding public hearing concerning the time table for payment which is fourteen years.

Mr. Boynton moved to approve the acceptance of the levy on the Third Street sewer. The motion was seconded by Mrs. Coladarci and passed unanimously.

Respectfully submitted,

  
\_\_\_\_\_  
JOSEPH DaSILVA, Chairman



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

## REPORT

April 5, 1994

Honorable Mayor Gene F. Eriquez  
Honorable Members of the Common Council

Re: Final Sewer Assessment - Third Street

The Common Council met as a committee of the whole at 7:20 P.M. on March 21, 1994 to review the final assessment for a sanitary sewer on Third Street. This line was completed last fall and is now operational. Only one resident along the line spoke at a preceding public hearing concerning the time table for payment which is fourteen years.

Mr. Boynton moved to approve the acceptance of the levy on the Third Street sewer. The motion was seconded by Mrs. Coladarci and passed unanimously.

Respectfully submitted,

JOSEPH DaSILVA, Chairman



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

April 5, 1994

Honorable Mayor Gene F. Eriquez  
Honorable Members of the Common Council

Re: Water Supply Protection Districts

The Common Council Committee appointed to review the request to create a fund for residents in Water Supply Protection Districts met in City Hall on March 28, 1994 at 7:30 P.M. in Room 432. In attendance were committee members Arconti and Scalzo. Also in attendance was Superintendent of Public Utilities William Buckley.

Mr. Arconti reviewed the activities that transpired since this request was presented to the Common Council. There have been a number of meetings with various department heads and steps have been taken to implement the new ordinance. These steps include the ability for residents in water supply protection districts to install fuel storage tanks in their garage or basement with no additional requirements or expenses. Since this is an alternative equivalent to what is required in the rest of the City, Mr. Arconti recommended that no additional action should be required by the Common Council.

Mr. Scalzo moved to recommend that no action be taken at this time. Seconded by Mr. Arconti. Motion carried unanimously.

Respectfully submitted,

---

THOMAS ARCONTI, Chairman

---

HARRY W. SCALZO

---

JOSEPH SCOZZAFAVA



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

April 5, 1994

Honorable Mayor Gene F. Eriquez  
Honorable Members of the Common Council

Re: Parking of Military Vehicles at Danbury Airport

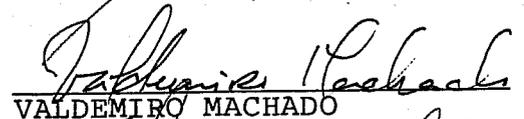
The Common Council Committee appointed to review the license agreement for parking of military vehicles at the Danbury Airport met in Room 432 in City Hall on March 17, 1994 at 7:30 P.M. In attendance were committee members Coladarci, Machado and Cappiello. Also in attendance was Airport Administrator Paul Estefan.

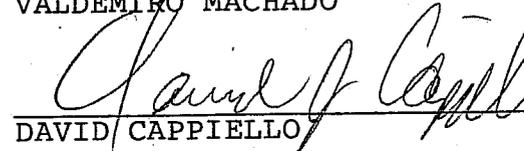
Mr. Estefan explained that the Army motorpool is full and that during the past twelve years he, as Airport Administrator, has been asked to store various vehicles in a locked area on Wibling Road. At this time the request has been asked on a more permanent arrangement. Mr. Estefan added that if there were any problems with the arrangement at any given time, the stored vehicles could be easily moved.

Mr. Cappiello made a motion that the request be approved pending completion of all paperwork through the Corporation Counsel. The motion was seconded by Mr. Machado and passed unanimously.

Respectfully submitted,

  
EILEEN S. COLADARCI, Chair

  
VALDEMIRO MACHADO

  
DAVID CAPPIELLO



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

April 5, 1994

Honorable Mayor Gene F. Eriquez  
Honorable Members of the Common Council

Re: Parking of Military Vehicles at Danbury Airport

The Common Council Committee appointed to review the license agreement for parking of military vehicles at the Danbury Airport met in Room 432 in City Hall on March 17, 1994 at 7:30 P.M. In attendance were committee members Coladarci, Machado and Cappiello. Also in attendance was Airport Administrator Paul Estefan.

Mr. Estefan explained that the Army motorpool is full and that during the past twelve years he, as Airport Administrator, has been asked to store various vehicles in a locked area on Wibling Road. At this time the request has been asked on a more permanent arrangement. Mr. Estefan added that if there were any problems with the arrangement at any given time, the stored vehicles could be easily moved.

Mr. Cappiello made a motion that the request be approved pending completion of all paperwork through the Corporation Counsel. The motion was seconded by Mr. Machado and passed unanimously.

Respectfully submitted,

EILEEN S. COLADARCI, Chair

VALDEMIRO MACHADO

DAVID CAPPIELLO



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

PROGRESS REPORT

April 5, 1994

Honorable Mayor Gene F. Eriquez  
Honorable Members of the Common Council

Re: Drainage Problem on Delno Drive

The Common Council Committee appointed to review the drainage problem on Delno Drive met at 9:15 P.M. in Room 432 in City Hall on March 21, 1994. In attendance were committee members Scalzo, Levy and Yamin. Also in attendance was City Engineer Jack Schweitzer. Council Member Kathleen Dennehy attended ex-officio and well as Jose Lopes of 16 Delno Drive.

Mr. Scalzo and Mr. Levy had visited the site to determine the extent of the problem. There is no catch basin at the crest of the read but sufficient catch basins on the other sections of Delno Drive. Surface water is draining onto the road causing severe icing conditions and deterioration of the asphalt. A great deal of this surface water is coming from a drainpipe at 12 Delno Drive. Mr. Lopes stated that a lot of surface water also comes from the natural contour of the land which Mr. Scalzo disagrees with. Section 17-26j of the Code of Ordinances was quoted by Mr. Scalzo.

Mr. Schweitzer stated that he was not familiar with the problem but will look into the situation along with the Superintendent of Highways. He will report his findings to the Chairman who will then reconvene the committee.

Respectfully submitted,

  
HARRY W. SCALZO, Chairman

  
WARREN LEVY

  
ROBERT YAMIN



# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

PROGRESS REPORT

April 5, 1994

Honorable Mayor Gene F. Eriquez  
Honorable Members of the Common Council

Re: Drainage Problem on Delno Drive

The Common Council Committee appointed to review the drainage problem on Delno Drive met at 9:15 P.M. in Room 432 in City Hall on March 21, 1994. In attendance were committee members Scalzo, Levy and Yamin. Also in attendance was City Engineer Jack Schweitzer. Council Member Kathleen Dennehy attended ex-officio and well as Jose Lopes of 16 Delno Drive.

Mr. Scalzo and Mr. Levy had visited the site to determine the extent of the problem. There is no catch basin at the crest of the road but sufficient catch basins on the other sections of Delno Drive. Surface water is draining onto the road causing severe icing conditions and deterioration of the asphalt. A great deal of this surface water is coming from a drainpipe at 12 Delno Drive. Mr. Lopes stated that a lot of surface water also comes from the natural contour of the land which Mr. Scalzo disagrees with. Section 17-26j of the Code of Ordinances was quoted by Mr. Scalzo.

Mr. Schweitzer stated that he was not familiar with the problem but will look into the situation along with the Superintendent of Highways. He will report his findings to the Chairman who will then reconvene the committee.

Respectfully submitted,

HARRY W. SCALZO, Chairman

WARREN LEVY

ROBERT YAMIN

Danbury Public Schools

Administrative Center, 63 Beaver Brook Road, Danbury, CT 06810 (tel. 797-4702)

**TASK FORCE MEMBERS:**

- Dr. Norman Puffett, Chairman
- Paul Baird
- Jessie Ballenger
- Priscilla Beaulieu
- Dr. Walter Bernstein
- Abner Burgos-Rodriguez
- Deborah McCuin-Channing
- Maria-Cinta Lowe
- Craig Coulter
- Mary Cronin
- Janet Davis
- Sam Deibler
- Mario DiLorenzo
- Mayor Gene Eriquez
- Elizabeth Fesser
- Bernard Fitzpatrick
- Jacki Ford
- Matt Gallagher
- Richard Godfrey
- Robert Godfrey
- Jane Goodman
- Barbara Hennesey
- Robert Hinz
- Hamilton Justiniano
- Mary Kiniry
- Dee Lewis
- Bob McNiff
- Sanny Medera
- Sue Morris
- David Nurnberger
- George O'Loughlin
- George Ogno
- Jack Oscie-Owusu
- Leah Owen
- Lee Parker
- Chris Rotello
- Dylia Sheehan
- Irene Simoes Fischer
- Tom Smith
- Bill Spielberg
- Mary Taylor
- Phyllis Tranzillo
- Dan Trocolla
- Ileana Velazquez
- Juana Villavicencio
- Phaytoun Vongsavanh
- Mrs. Qiao Xu

**EX-OFFICIO MEMBERS:**

- Nancy Marcus
- Dan Hogan

**LIAISON MEMBERS:**

- Anthony Singe
- Robert Dylewski
- Jay Eriquez
- Jack Heidenreich
- Gail Nordmoes
- Kathy Dzubak
- Patsy Rapela

March 25, 1994

**TO:** Board of Education Members  
Common Council Members

**FROM:** Norman Puffett

Attached is a draft report from the Danbury Education 2000 Task Force on Quality Education and Diversity.

The Task Force will present this report to the Board of Education and the Common Council at its meeting on Thursday, March 31st, at 7:00 p.m., in the Danbury High School Library.

Following your comments and reactions to the report, the Task Force will complete the report for submission to the Board of Education for their approval on April 6th after which it will be presented to the Regional Forum on Quality Education and Diversity.

cc: Task Force Members

1cc: Agenda Item #26 (Communication - Danbury Resolution with Municipalities)  
Danbury Common Council Meeting April 5, 1994

May 26, 1991

Page 1 of 2

Common Council  
c/o Messrs. Bernard Gallo & Michael Falzone  
City of Danbury  
155 Deer Hill Avenue  
Danbury, Connecticut

RE: THE LEGALITY AND THE LONG TERM RAMIFICATIONS OF BROKERING  
CAPACITY IN THE CITY OF DANBURY'S SEWAGE TREATMENT PLANT

In The News-Times on March 6, 1991, regarding a sewer pact between  
Bethel and Newtown "... to add sewer lines to Hawleyville in an  
attempt to lure development to industrial-zoned land in Newtown's  
northwest corner...", there is the following quotation attributed  
to Newtown's Superintendent of Public Works:

" We're talking about something that's never going to happen,"  
Hurley said about Danbury denying Newtown access to the  
treatment facility. " It's a good business deal for everyone.  
No one is going to get anything for nothing."

And this comment needs to be contrasted with the November 21, 1990,  
article in same paper which states:

NEWTOWN - Residents last night rejected a \$4 million proposal  
to design a waste- water treatment system that will alleviate  
pollution problems in certain areas of town.

In an article in The News-Times on October 1, 1990, it is reported  
that:

[Brookfield's WPCA Chairman William Tappan] said current  
owners and developers ... have plans for the southwest area.  
... Third, he said the expansion of sewage plant will attract  
businesses and thereby increase the tax base.

And this comment needs to be related to the April 2, 1991, article  
in same paper where plans now go well beyond the southwest area:

BROOKFIELD - A proposal to extend a sewer line up Route 7 to  
the New Milford border moved along with ease last night as  
selectmen backed it unanimously....

Two weeks ago, the Planning Commission voted in favor of  
extending the sewer line, saying it would help attract  
business and improve the tax base.

These are a few examples of our neighbors' business concerns  
related to Danbury's municipal sewage treatment capacity. However,  
such capacity provides not only for industry but for affordable  
housing. Yet, we don't hear them linking these sewer lines to the  
issue of the affordable housing needs of the greater Danbury area.  
(It needs to be acknowledged that Danbury's Superintendent of  
Public Utilities has championed affordable housing links in such  
negotiations. But persuasive force can not be made to replace legal  
standing.)

page 1 of 15  
should be made  
Item #26 4/5/94

In The News-Times on February 21, 1991, the population pressures on the greater Danbury area are addressed by the publisher of American Demographics magazine as follows:

" Danbury has become one of the main centers of economic growth in the New York area ...

If Danbury follows national patterns, greater racial and economic diversity are likely to come along with the growth..."

[He] pointed to recent census figures showing a dramatic increase in minority populations in Connecticut over the past decade.

One has to be careful to note that Danbury does not always mean the greater Danbury area. As we look outward from the hub of Danbury's three General Assembly Districts we see the following diversity: urban Roberts Avenue School with 55% for whom English is not the dominant language versus suburban Great Plain School with only 15% for whom English is not the dominant language. And as we look out beyond the City of Danbury into the greater Danbury area we see that in Brookfield, according to an article in The News-Times four days ago regarding diversity, that the minority student body there is about 5% and we see that in Newtown there is only 1% for whom English is not the predominant language. We see 55% go to 1%!

Therefore, whether intended or not, the effect of selling capacity in the City of Danbury's Wastewater Treatment Facility solely for the business considerations of our neighbors coupled with our own short-term monetary considerations bodes ill for the balanced urban development of the City of Danbury. (Not to mention the fact that, if Danbury sells any of its capacity, it will have to rebuild capacity to meet the inevitable growth of areas within the City of Danbury.) In addition to these practical considerations is the legal consideration of discrimination: do we have the legal right as a municipality to abet in our neighbors' exclusive zoning practices?

With these and similar situations involving other neighboring communities in mind, as a taxpayer and native of the City of Danbury I respectfully request that a full legal position (covering both State and Federal laws) be formally defined with respect to brokering capacity in the City of Danbury's Sewage Treatment Plant.

Sincerely,

Ronald Blonski  
18 Griffing Avenue  
Danbury, Connecticut

CC: Connecticut State Senator James Maloney  
The News-Times Managing Editor James Smith

*page 2 of 15  
Ronald Blonski  
Item #20 4/5/94*

July 2, 1991

Page 1 of 2

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

**RE: RESPONSE TO AGENDA ITEM #23**

The following is to assure that the Corporation Counsel's preliminary response in Item #23 today does not result in an emphasis that was not intended in my inquiry at the June Common Council Meeting - Agenda Item #21.

State law allows for the DEP commissioner to issue a municipality an order to abate pollution if he finds that a community pollution problem can "reasonably" be anticipated in the future. However, it is not reasonable for the state to allow a community to develop an area for the exclusive purpose of attracting businesses and increasing the tax base, thereby threatening pollution problems which do not now exist even in initial stages, and then to reward such behavior by pressuring a neighboring municipality to provide capacity, invoking the rationalization of "due regard to regional factors" : it is not reasonable to confuse economic factors with environmental factors.

We see those communities that plan for tomorrow and those that seek a good business deal for today. And it is commonly understood that the heart of business is profit, financial advantage, economic gain.

The point I was trying to make in my inquiry last month was not that Danbury would profit from selling capacity in its wastewater treatment plant but rather that neighboring communities and communities that neighbor them would attract businesses and improve their tax base which would be to their financial advantage: they would profit. On the otherhand, while the City of Danbury might initially experience a perceptible drop in sewer fees due to the economies of scale associated with the increased number of users, the City of Danbury will suffer the long term financial disadvantage of bearing the brunt of this region's affordable housing concerns. The simple fact is that the inner city of Danbury, on the basis of the availability of infrastructure, will be pressured by the state and used for high density housing developments whereas neighboring communities will discriminate in favor of locating connecting sewer lines in areas exclusively zoned light industrial/commercial thereby precluding their use for affordable housing and consequently shifting the burden of regional

Page 3 of 15  
W. Randall Thompson  
4/5/94

housing problems onto the City of Danbury: the simple fact is that the suburbs' regional solutions translate to urban problems; and so a sophisticated form of discrimination rides in the Trojan horse of environmental protection.

As I publically declared to Simon Mobarak (DEP) at the October 3, 1989, Common Council Meeting, I simply state again tonite: I do not appreciate the DEP considering Danbury as the waste centroid of this region. While in the case of a real, imminent environmental threat the state has the right to intervene, the state also has the responsibility to require other communities to build their own infrastructure. If these communities desire future financial development which would require a wastewater treatment facility, then let them build for their future. For them to pump uphill to the City of Danbury does not make sense but will make dollars and will create a two-tiered society.

We are all well aware by now that the City of Danbury went defensive to avoid confiscation by the state based on environmental factors. However, it is not reasonable for the City of Danbury to allow itself to feel pressured by the state to provide a solution to an avoidable situation which a neighboring community promotes for its own financial gain. And it is not reasonable for the City of Danbury to consequently assume the social burden of the region and ironically contribute to the flight of its own vulnerable industrial base. The City of Danbury has a right to balanced urban development and has an obligation to defend itself against all threats to its future well-being. (How easy it is to tell our youth to just say no.) If we acquiesce, I predict that Danbury will not for long escape the fate of other major cities in this state.

I realize that the Corporation Counsel is waiting for a response from the DEP before he gives you his main report. When you receive his main report consider the long term ramifications and legislate accordingly. You have the opportunity now to be proactive for the balanced urban development of the City of Danbury. It will be too late when, for possible example, the state feels free to confiscate capacity in the City of Danbury's wastewater treatment plant to handle groundwater problems west of the Housatonic River north of Brookfield.

My emphasis is not the quantity of money that the City of Danbury has or has not received in the past but the quality of life that the City of Danbury will have for those of us who will live here in the future.

Thank you.

page 4 of 15  
Municipal Council  
Item # 11. 4/6/94

JANUARY 7, 1992, page 1 of 6

FROM: Ronald Blonski, 18 Griffing Av.

(copies of these 6 pages distributed to full Council)

TO: Mayor Eriquez and Members of the Danbury Common Council:

RE: Item #31 on this evening's agenda.

My June Inquiry was concerned with both the legality and the long term ramifications of brokering capacity in Danbury's waste water treatment plant. As the City's legislative body you have an immense responsibility at this juncture in Danbury's history. Please, do not allow what was once the Hat Capital of the World to be simply reduced to the Waste Centroid of the Region. If you simply accept this letter from the Corporation Counsel tonite as authorization to simply accept each and every town's request for capacity, then you will be afraid to say no because you assume that you have no legal basis. Other so-called directives will follow from bureaucrats who may have a suburban bias, or a regional commercial plan, or a favor to meet. In any case, they will not live here and they will not have their children in our public schools. There will be the fear for funds, which could even translate to fear of losing votes. Additional capacity will be added over time based on precedents. It will then be reasonable that Danbury accept sewage from New Milford west of the Housatonic River. (Even though it would be absurd to pump contrary to the flow of the Still River. The fact is that the proposed Brookfield extension is right to the New Milford border.) Surely requests will be consistent with environmental concerns. However, socio-economic advantage, the best of both worlds attitude, will be the motivator. Danbury will be the loser in the future, no matter how much money is paid.

On June 10, 1991, the City Attorney wrote to the City Public Utilities Superintendent: "I will need to know the form of that requirement--was it an order or a 'request'? If the latter, I will need to know the state's authority, which we have often spoke of, for compelling the City to accept sewage from surrounding communities." A week later the Superintendent responds that he "could probably dig out all of these answers" but passes it on to the DEP kidding about what year to expect a reply. After waiting 6 months for what we all need to know, the City Attorney states in his November 18, 1991, letter presented to you this evening that he does "not think further delay serves any useful purpose".

He also offers to report further to you should the State DEP "favor" us with a reply. What does favor have to do with legal requirements. I reject this as a final report: this report is essentially incomplete.

As a result of the inexcusable 6 month silence of the DEP, we end up with a report that blurs the essential distinction between "consistent with" and "compelled by". There is no order, except for Bethel. (I will skip reading the next page which supports this point. I will focus on the real issue. After my conclusion, if time permits, then I will read aloud page 2. Now to page 3.)

Page 5 of 15  
Ronald Blonski  
1/7/92

(If time permits, this page will be read aloud after page 6.)

Where is the document signed by the Commissioner of the DEP which explicitly orders Danbury to specifically address a real environmental threat in joint fashion with a specific community, other than Bethel. (In the case of Bethel, fortunately, we have a whole community solution to a real environmental problem.) What sense does it make to talk of our obligation to comply with existing orders if specific orders do not exist. It simply confuses the real issue.

The Attorney's separate legal use of the words "orders" and "directives" is tacit admission that an order is not a directive. Directives may influence but they can not compel us. That a director of a unit of the DEP gave a directive on 12/2/88 is not the same as the Commissioner of the DEP giving an order. Note the precision in the 1971 change to C.G.S. Sec 22a-428 that specifies "commissioner" not "commission". This law surely does not specify a director or other untitled bureaucrat. Is this why the DEP is silent. The statute is clear and specific.

This is supported by the Superintendent of Public Utilities' June 18, 1991, letter (which I did not see in the submission packet) to an untitled Mr. Bill Hogan which reads in part: "Lastly, when we specifically talked about the extra million gallon capacity in the Danbury facility, Mr. Gottschalk is requesting whether or not that was ordered or requested. I am certainly aware that you did not make that part of the order but indicated to us that you wanted the capacity expanded from 14.5 to 15.5 for regional considerations." (What does "indicated" mean.) Is this certain Bill Hogan the Commissioner of the DEP. There is talking. There is no written order for this extra capacity.

In his letter above, the Superintendent further states: "Please recognize that I personally am somewhat satisfied that you have that authority by virtue of the fact that you are required to approve facility plans for projects that are funded through you with federal or state monies." (What does "somewhat" mean.) Even the City attorney in his report tonite asks how can we refuse capacity when we are dependent on State monies. All of which sounds like an offer (not an "order") that one can't refuse. All of which is consistent with remarks I've heard both on and off the record by past and present council members to the effect that our local taxes would go up if we didn't accept State monies. It makes no sense to ask us to trust in the dynamics of a negotiating process that evidences itself to be subject to such economic pressures: it is misleading for this report to define a true negotiation as involving the will of at least two parties when, first, there are clearly more than two parties and, second, Danbury's will is not free to the extent that it is vulnerable to substantial state and federal funding losses if the treatment plant is not promoted as a regional facility.

page 6 of 15  
Shirley S. Shuck  
1-11-92

It is bad enough that we unnecessarily feel compelled to accept any town's request for capacity. It is even worse that we end up with the suggestion that our only choice is to simply concern ourselves with "financial returns that correspond".

Danbury's infrastructure is not simply for sale by its leadership. There remains the grave matter of social consequences. Money can't simply make our choices right.

We do have choices. We do not have time. Meanwhile, our neighbors will be committed to line construction in the next 6 months. If we fail to act decisively before we negotiate with them, then I am convinced that Danbury will irrevocably follow Bridgeport, New Haven and Hartford into urban crisis.

Like other regional centers, Danbury finds itself caught between mandates being forced on urban centers and desirable commercial activities being drawn off to the suburbs. According to the president of the Greater Danbury Chamber of Commerce large corporations will now be eyeing other towns due to the scarcity of large industrial zoned land in Danbury. This is compounded when a state uses the excuse of the lack of infrastructure in the suburbs to load up the urban areas with social services, while banks fund suburban commercial developments neglecting to reinvest in the urban communities. With diminished state and federal assistance, tax pressures will force small industrial companies also to follow the sewer lines to large tracts of land in the suburbs, leaving all these social concerns behind in the urban centers. With New England losing its manufacturing base, Danbury will end up being used as a regional service center. Socio-economic lines are clearly be drawn. The City of Danbury is being condemned to the bottom of a two-tiered regional society. With the flight of industry, Danbury is becoming the unskilled, unemployed and homeless centroid of the region. (Item #19 tonite reflects this fact well.)

Connecticut law prohibits discrimination in rental and sales of private housing on the basis of age, ancestry, color, familial status, lawful source of income, etc. Sewers are a social act which historically principally provide for high density populations. For any town to preclude affordable housing while introducing sewers is de facto discrimination. Failure to specifically dedicate zones for high density housing areas up front is evidence of intent to exclude, especially when one considers the demographics of towns which are remarkably deficient in affordable housing and couples this with a pattern of selective, exclusive, restrictive, biased use of sewer lines. By their fruits you know them. Now that you know this, you can not say that you are not encouraging this. Danbury can not simply sell its infrastructure as it did in the past. It can not be business as usual. It is unfortunate that the Attorney's opinion is that this "question warrants only a brief response". Danbury has a right, as well as an obligation, to use all legal means to discourage discrimination.

page 7 of 15  
Franklin D. Murphy  
Item #19 4/15/92

Newtown does not have to scale back, especially since, according to News Times last month, "businesses along Route 6 are anxiously awaiting increased commercial and industrial growth". Only 40 businesses, 30% of Brookfield's Route 7 businesses, claiming failed septic tanks along 3½ miles of road is more an inconvenience or a business expense arguing for extensive sewer avoidance policies. According to News-Times last month: "Town officials have been quick to point out the sewer extension will affect only the Route 7 commercial corridor." What is the real message in the use of the word "only". Why so selective. There is no community pollution problem. It is not reasonable to claim a pollution threat. I certainly see money, lots of money. But I do not see the fairness to Danbury's future.

When sewer line capacity is dedicated to areas which are exclusively zoned commercial or industrial, then affordable housing has been precluded for now and forever. Does anyone realistically expect the Route 6 and 7 corridors to be developed other than as presently advertised, where transportation access as well as open space and distance from the perceived urban threats assure the biggest financial return. The City Attorney states that even if it were arguably correct that exclusive zoning practices exist we would not abet because "the extension of sewers...increases the likelihood that affordable housing will be made available". This opinion is not consistent with the realities of this savvy region. For example, targeting the empty-nester with Heritage Village type projects, obviously precludes the average treatment plant employee with or without family; and yet this is called affordable housing. For example, according to the News Times December 29 Census Report "The largest expansion of industrial and retail businesses will likely be along Route 6 where a sewer system will connect Bethel's Stoney Hill section to Newtown's Hawleyville this spring." Sounds like the connection is assured and affordable housing is surely out of the question.

Unfortunately, the City Attorney's letter suggests that we simply comply with the DEP so that we do not lose State funds.

I can appreciate the City's sensitivity to financial losses after seeing the Council accept an amended interlocal agreement wherein Ridgefield successfully negotiated out the section on metering, monitoring and testing, all of which is required of Brookfield, because the City did not want to holdup payment of \$850,000. The tail wagged the dog. Where was the dynamics of the negotiating process. Where was the creative thinking when confronted with money. Such smooth passage confirms in my mind the conviction that the fate of Danbury's resources is not to be made to depend on subjective factors. The allocation of capacity should be enforced uniformly with the legally defined precision of an ordinance beforehand. Creative thinking during negotiations will not overcome prejudice. As I clearly stated in my June Inquiry, the real issue is: "persuasive force can not be made to replace legal standing".

*Handwritten signature and date:*  
1/15/92  
Michael S. ...

Mr. William Buckley told me on 5/5/90 that 10% affordable housing was on the table. However, affordable housing can not be treated as a negotiable option to be entrusted to non-elected officials and lawyers, especially those who do not live here; it must be made an absolute condition of sale. If affordable housing were a viable option then one would expect to see it reflected in Brookfield's developers' plans for the southwest; one would not expect Newtown to scale back and satellite a commercial area thus precluding housing on the connector line; one would expect to see it reflected in the pattern of Ridgefield's relationship with Danbury; but what we see is: 1975 Bohringer industrial, 1985 Richardson Vicks property commercial, presently negotiating for a 318 home (none moderately priced) golfing community. I understand that Redding is about to negotiate and I wonder if this sleepy little community plans to develop some affordable housing with this capacity. The reality of the recent census shows that the demographics of these communities cries out for affordable housing, which sewers can provide. The Attorney's report suggests, what the past confirms, that there are some towns where "it is possible that only financial compensation will be acceptable.". They don't want to be a city but they want the best of both worlds. We don't need our neighbors to trivialize with the seduction of an ice skating rink or to appeal to our good feelings about being a good neighbor: we need them to evidence that they themselves are good neighbors willing to carry their weight of the real social burdens of this region. The social burdens will increase. They can not, in fairness, be engineered to exclusively fall on the City of Danbury, alone.

Let's not see Mr. Buckley's 10% affordable housing link lost in the politics of negotiations; let's see a City ordinance which states that affordable housing is clearly and democratically required of all towns without exception as a non-negotiable condition of sale of treatment plant capacity. The real question is not should Danbury simply recover costs. Of course it should recover costs. But other towns must meet essential eligibility requirements before payment for services is discussed. You can't say you are not encouraging our neighbors when you only ask for money to cover the direct costs. The City Attorney's letter tonite suggests that "fair compensation" is simply money. As he stated in his preliminary report: "Nothing more, nothing less." But there is more. Danbury does indeed have an obligation to consider "fairness". But this obligation extends beyond current bottom line considerations. There are consequences. Danbury has an obligation to be fair to those who will live here in the future: young, old, employed and unemployed. You may simply consider it as long term planning, if you wish. The emphasis here is on quality of life in a balanced urban community.

In conclusion: The real issue is that from now on any sewer capacity sold by Danbury without the legislated requirement of a non-negotiable percentage of affordable housing is, regardless of monies paid or saved, discrimination. There are long term ramifications. I trust you will act as far-sighted legislators and not simply rubber stamp the report before you this evening. Please,

*Handwritten signature: Michael Buckley  
4/5/94*

discuss this openly and thoroughly as Danburians and then put the protection that the future of this urban community needs into an appropriate ordinance to be fairly and uniformly applied to all towns which seek capacity for environmental and/or economic reasons, whichever. Now is the time to act. You do have choices. Six more months will be forever too late.

pg 10 of 13  
Ronald Douglas  
Att. # 24 4/5/94

RE: AGENDA ITEM #40 DANBURY COMMON COUNCIL MEETING 2/4/92

Regarding the motives of the Town of Newtown, consider the following reported facts:

1) Newtown has to come up with a funding design by March 30, 1992.

2) In October 1991 Newtown voters spent \$2million to add sewer pipe to Hawleyville hoping to lure development to hundreds of acres of industrial-zoned land in the northwest corner (the Route 6 corridor); they are looking to expand their tax base, lower their property taxes and attract businesses that will not put a heavy demand on services. They are gambling on Danbury.

3) They have cut their original plan in half: their new plan would build sewers in less-extensive areas of town.

4) First Selectman Zita McMahon said that Newtown can have the best of both worlds: they want to retain their rural charm and have industrial growth alleviate taxes.

5) The State claims that Newtown has been dragging its feet on a 6/25/85 pollution abatement ORDER handed down by the DEP.

6) Newtown's Superintendant of Public Works said in March 1991 that "We're talking about something that's never going to happen,"...Danbury denying access to the treatment facility."It's a good business deal for everyone. No one is going to get anything for nothing."

We are not talking about pollution. We are not talking about affordable housing. We are talking about a business deal whose social ramifications for Danbury are destructive.

For legal reasons, I remind you that "from now on any sewer capacity sold by Danbury without the legislated requirement of a non-negotiable percentage of affordable housing is, regardless of monies paid or saved, discrimination."

11-15  
Council #2  
#21 4/15/92

RE: PUBLIC HEARING - PROPOSALS FOR REGIONAL PLANS FOR QUALITY  
EDUCATION AND DIVERSITY. MARCH 10, 1994

...THE PROBLEM IS NOT DIVERSITY BUT FAIRNESS.

...THE SOLUTION IS NOT IN EDUCATION BUT IN POLITICS.

...THIS IS TALK NOT ACTION - IT IS NOT BINDING. RECENTLY A STATE EDUCATION OFFICIAL IN A WEALTHY NEIGHBORING TOWN URGED THEM NOT TO BE HARNESSSED BY THE COURTS. THE STATE DEPT. OF ED. DEPUTY COMMISSIONER SAYS DESEGREGATION WILL HELP RESOLVE FUNDING PROBLEMS BY THE POOLING OF RESOURCES BUT AS REGARDS THE PHYSICAL POOLING OF KIDS THE DISTRICTS DON'T HAVE TO ENTER INTO DESEGREGATION PLANS, THE LEGISLATURE REQUIRES ONLY THAT DISTRICTS SIT TOGETHER AND TALK ABOUT RACIAL INTEGRATION.

...THIS IS ABOUT LAW, ABOUT A LEGISLATIVE PREEMPTIVE STRIKE AT THE JUDICIAL RE SHEFF VS O'NEIL LAWSUIT. THIS DEALS WITH SYMPTOMS AND NOT CAUSES. WHILE ADULTS CHOOSE FREE ASSOCIATION OUTSIDE URBAN AREAS, KIDS WILL BE USED IN AN APPARENT REMEDY.

...THIS IS ABOUT POLITICS, WEALTH, HOUSING; NOT ABOUT EDUCATION.

...THE TALK IS ABOUT LOCALITIES POOLING KIDS BUT THE REAL FOCUS IS ON THE STATE'S POOLING OF ADULT TAX MONEY IN ARTIFICIAL REGIONS.

...ABOUT 30 YEARS AGO FLIGHT TO SUBURBS WAS IN FASHION; NOW THE MIGRATION HAS MOVED FROM THE URBAN SUBURBS TO SUBURBAN TOWNS. FACILITATED BY THE EXPENSIVE AUTO, AUTO APPROPRIATELY REFLECTING CONCERN FOR SELF. THIS IS NOT SUSTAINABLE SOCIAL GROWTH. WATER WILL ULTIMATELY TURN THIS OUTGROWTH INWARD. ALREADY THE NEIGHBORS ARE REACHING BACK FOR SEWER AND WATER. AND NOW UNDER THE GUISE OF YOUTH DIVERSITY THERE IS THE BID FOR RESOURCE POOLING FOR COST EFFICENCIES; ALL THE WHILE RESOURCES ARE BEING DRAINED BY AUTO RELATED EXPENSES, e.g., SALT OR BOOKS.

...THIS IS A BAND-AID TO A PROFOUND SOCIAL CANCER: CITIES FORMERLY MANUFACTURING CENTERS AND NON-AUTO TRANSPORTATION HUBS ARE DYING. THE QUALITY OF LIFE IN THE CITIES SHOULD BE A PARAMOUNT POLITICAL GOAL. YET CITIES ARE VEIUED AS GAMBLING AND DRUG GOLDMINES.

...DANBURY, THE ONLY CITY IN THIS ARBITRARY EDUCATION REGION, DOES NOT DESERVE TO BE A CORE URBAN AREA. WE SHOULD LEARN FROM THE PAST MISTAKES OF HARTFORD, BRIDGEPORT AND NEW HAVEN.

...WHILE THE NEIGHBORING TOWNS REJOICE IN THEIR SURPLUSES AND GRAND LIST GROWTH, DANBURY'S BOARD OF ED IS CONFRONTED BY RESTRAINT THAT DANBURY'S GRAND LIST GROWTH IS FLAT OUT.

...AND WE SHOULD BE CAREFUL TO DISTINQUISH THE FACT THAT DANBURY IS NOT GREATER DANBURY. WHILE THE DANBURY METROPOLITAN AREA RANKS THIRD IN NATION IN FAMILY INCOME, THIS INCOME IS HIGHEST IN THE SUBURBS.

...CITIES USED TO BE WHERE WEALTH WAS CREATED BY HEAVY INDUSTRY MANUFACTURING. NOW WEALTH HAS MOVED OUT OF CITIES INTO SUBURBS, WHICH FORMERLY WERE FARMING OR SUMMER COMMUNITIES. NOW ALSO WEALTH GENERATION IS MOVING OUT OF CITIES INTO SUBURBS WITH LIGHT INDUSTRY AND GRAB FOR INFRASTRUCTURE. e.g., NEWTOWN THIS TUESDAY NEGOTIATING FOR SEWER CAPACITY FOR INDUSTRIAL COMMERCIAL GROWTH AND TAX BASE RELIEF WITHOUT ANY PROVISION FOR LOW TO MODERATE INCOME HOUSING. CORE CITIES ARE BEING BLED AS SERVICE CENTERS. e.g., HARTFORD WITH 20% OF POPULATION IN ITS 29 TOWN AREA PROVIDES 72% OF ITS AREA HEALTH AND SOCIAL SERVICES. DANBURY IS STUCK WITH ALL THE REGIONS SOCIAL PROBLEMS, e.g., HOMELESS AND LOW INCOME HOUSING. THIS IS AGGRAVATED BY FEDERAL PROGRAM, SECTION 8, WHEREBY PEOPLE HAVE TO

page 12 of 15  
Municipal Board  
March 10, 1994

MOVE TO DANBURY TO GET SUBSIDIZED RENTS.

...THE TAIL WAGS THE DOG. THE MOUNTAIN IS MOVED TO MOHAMMED.

...**QUOTAS CREATE BARRIERS.** THIS PROCESS WILL REINFORCE THE USE OF QUOTAS. BUT, AS MAYOR OF NYC SAID RECENTLY, WE SHOULD TALK ABOUT A PERSON AND NOT A PEOPLE.

...KIDS COME IN DIFFERENT COLORS.

...WE NEED RESPECT FOR INDIVIDUALS VERSUS THE ARTIFICIAL CREATION OF CLASSES BASED ON SUPERFICIAL DISTINCTIONS SUCH AS COLOR OR LANGUAGE. KIDS DON'T SEE COLOR AS DETERMINING UNTIL WE AS ADULTS CREATE CONVENIENT ARTIFICIAL DISTINCTIONS AND CODIFY THEM WITH FOR EXAMPLE: A SCHOOL DISTRICT PROFILE QUESTIONNAIRE THAT SLOT CHILDREN IN RACIAL AND ETHNIC CATEGORIES OR THE STATE OF CONN. REQUIRING A FORM AT BIRTH MAKING NOT SO SUBLTE COMPARISONS OF NEWBORNS.

...DO WE SPRINKLE A FEW GREEN KIDS INTO SUBURBAN SCHOOLS FOR COLOR. DO WE VIDEO THEIR IMAGES FOR A DEHUMANIZED, ANTISEPTIC COMPLIANCE WITH THE LETTER OF THE LAW. EDUCATION IS INTERACTION; DIVERSITY IS EXPERIENCED IN LIVING, HUMAN CONTEXT. SUCH AN EDUCATION YIELDS THE FACTS OF LIFE; SUCH VARIETY PROVIDES THE SPICE OF LIFE AND IS THE BASIS FOR CIVILIZATION.

...REGIONALIZATION MEANS LOCAL REPRESENTATION FOR CITIES WILL BE SUBORDINATE TO SUBURBAN BIAS.

...THERE CAN BE NO EDUCATION WITHOUT TAXATION; THERE MUST NOT BE TAXATION WITHOUT REPRESENTATION; HOW, THEREFORE, CAN THE STATE PROMOTE EDUCATION WITHOUT REPRESENTATION. YET REGIONAL COMMITTEES WILL NOT BE ELECTED LOCALLY. HOME RULE IS BEING ABANDONED.

...BUSING, WHETHER OR NOT VOLUNTARY WILL BE A WASTE OF TIME AND IS NOT COST EFFECTIVE. SUCH EXTRAORDINARY BUSING WILL INCREASE THE RISK TO CHILDREN. IT ALSO SUGGESTS A TREATMENT OF URBAN KIDS AS SPECIMENS.

...MOST OF US KNOW OF PARENTS WHO CHOSE NEIGHBORING TOWNS SO THAT THEIR CHILDREN COULD AVOID DANBURY PUBLIC SCHOOLS. ASK REAL ESTATE PEOPLE ABOUT AREA CHARACTERIZATION.

...ADULTS HAVE CHOICES; CHILDREN HAVE NO CHOICE. ADULTS FREELY CHOOSE NOT TO ASSOCIATE; WHY SHOULD THEIR KIDS BE FORCED TO ASSOCIATE, BE PUT IN THE MIDDLE. DIVERSITY IS NATURALLY EXPERIENCED IN THE URBAN ENVIRONMENT; WHY CONTRIVE TO GIVE NEIGHBORS A TASTE OF DANBURY.

...SOLUTION IS TO CREATE INCENTIVES TO BRING ADULTS BACK TO THE CITIES BY REVIVING URBAN AREAS OR EXTENDING CITY BOUNDARIES TO ENCOMPASS SUBURBS WHICH SHARE THE BENEFITS AND SOULD BE EXPECTED IN FAIRNESS AND JUSTICE TO SHARE THE COSTS AND TO BE ACCOUNTABLE TO THE SAME LOCAL LEGAL STANDARDS, TO INCLUDE ZONING REGULATIONS.

...THIS IS NOT ABOUT JUVENILE EDUCATIONAL QUALITY; THIS IS ABOUT ADULT REINTEGRATION OF SUBURBAN WITH URBAN AREAS.

...LOCAL ENTITIES (CITIES, TOWNS, ETC.) ARE IN COMPETITION. THOSE THAT PROVIDE QUALITY OF LIFE TO INCLUDE WORK, PLAY AND EDUCATION WILL WIN. BALANCED SOCIAL DEVELOPMENT IS NEEDED; NOT THE POLARITY OF WEALTH AND OPPORTUNITY. NOT THE GLOSSING OVER OF THE STATUS QUO WITH THE POOLING OF TAX RESOURCES ACCORDING TO ARTIFICIAL EDUCATION REGIONS.

page 13 of 15  
Arnold Shuslin  
11-18-81

I. REGARDING THE CENTRAL ISSUE:

...The marketing concept of *region*, no matter what the cost efficiencies due to scale, is subordinate to the political self-determination of a city and the direct accountability of its elected officials: home rule is priceless; and children are priceless people who are not to be moved as colored units to juggle financial resources.

...There are times when the question determines the answer. With all due respect, it is highly likely that you are being steered to limited solutions that address the symptoms and not the underlying cause, which ironically you are not empowered to deal with: HOUSING. **The issue of reducing barriers to housing should be clearly reflected in your report, unclouded by secondary issues.**

...On 3/10/94 the Chairman of this Task Force outlined the four points of PA93-263 with #2 being: to "reduce barriers to housing". At this same meeting the Head of the Western Connecticut Superintendents Association urged "housing patterns and transportation for long term solutions". And a former State Representative maintained a parental concern that we "submit housing recommendation because suburban towns aren't going to...people of moderate and low income to live in neighboring communities..we won't have to bus...Danbury doesn't have a diversity problem".

...At that same meeting my written submission addressed housing polarity. It needs to be clarified that my focus is not to relocate Danbury residents in neighboring towns; rather, we should overcome actions that preclude persons of low and moderate income (not affordable which is becoming a developers game) from living in neighboring towns. While there are others, the specific example of last week is directly related to precluding such housing: Newtown promotes a regional sewer connect with Danbury but exclusively for economic growth in an industrial/commercial corridor of Route 6. Such tax base relief will surely benefit their schools. Early on, Newtown would not accept any negotiation of affordable housing links; and Danbury, which should have made it an absolute condition without which, did not press the issue. Short term financial considerations are now paramount: Danbury needs money; Newtown has money. Nevertheless, the selective use of public sewers for exclusive economic growth is discrimination. However, the State Legislature, which has successfully precluded the Courts from dealing with discrimination in the Hartford Area, has not given this Task Force any legal basis to deal with this local situation. Nevertheless, **we have a moral obligation to declare in this report that the central issue is HOUSING DIVERSITY.** To date, a significant number of Danbury residents have addressed this issue. More will surely be forthcoming. HOUSING DIVERSITY is the question that really wasn't asked and ultimately will be decided in the courts.

II. REGARDING THREE OF THE SECONDARY ISSUES:

1) Sharing Our Resources with The Region...What is in it for Danbury with specific regard to the fourth point in PA93-263, i.e., approach the needs of limited English proficiency students. Why approach and not meet. Will we simply rob Peter to pay Paul; dilute

page 14 of 15  
Michael S. Douglas

teachers over wider areas; and waste time and money in travel.

2) School Pairing...have we forgotten the lesson within our own district when recently an alternative to pair Roberts Avenue and Great Plain schools was not well received, even by parents of the innermost part of Danbury who feared that their lack of transportation would isolate them from their young ones.

3) Minority Hiring...one reads of wide support amongst our neighbors. Such conveniently appears to deal with the problem in a win-win fashion. However, this short term band-aid not only skirts the central issue but intensifies the problem by reinforcing, institutionally validating, the racial/ethnic characterization of persons. Quotas will be employed, barriers will be created, persons will be treated in a token fashion. Each school district would be better served with the hiring of the best qualified teacher according to a written job description that is blind to the superficial categories of race/ethnicity.

### III. IN CONCLUSION:

Danbury as a city, not as a region, not as Greater Danbury, has dealt with its diversity and will deal with its quality education. Danbury's quality of life should not be compromised by financial resources games. Democratic principals should not be subordinated to marketing strategies. Danbury's children should not be used as specimens in an extended busing experiment which increases their risk and wastes not only our cash resources but the childrens' precious time. If our neighbors feel deprived of diversity, then let them live in the distinct community named Danbury or incorporate their communities into the City of Danbury analogous to the merger 30 years ago of the Town of Danbury and the City of Danbury. Let them share both in the rewards and the responsibilities of being a citizen of this unique community. We should remind ourselves of a basic fact, whether we like it or not, that communities are in competition. This is no game. Those political entities that don't allow for HOUSING DIVERSITY as an integral component of their plan of development will ultimately be the losers. As for today, the central issue is not EDUCATION DIVERSITY; the central issue is HOUSING DIVERSITY.

page 15/15  
Muel D. Smole  
4/11/79

Danbury Public Schools

Administrative Center, 63 Beaver Brook Road, Danbury, CT 06810 (tel. 797-4702)

**TASK FORCE MEMBERS:**

- Dr. Norman Puffett, Chairman
- Paul Baird
- Jessie Ballenger
- Priscilla Beaulieu
- Dr. Walter Bernstein
- Abner Burgos-Rodriguez
- Deborah McCuin-Channing
- Maria-Cinta Lowe
- Craig Coulter
- Mary Cronin
- Janet Davis
- Sam Deibler
- Mario DiLorenzo

March 25, 1994

- Mayor Gene Eriquez
- Elizabeth Fesser
- Bernard Fitzpatrick
- Jacki Ford
- Matt Gallagher
- Richard Godfrey
- Robert Godfrey
- Juns Goodman
- Barbara Hennessy
- Robert Hinz
- Hamilton Justiniano
- Mary Kiniry
- Dee Lewis
- Bob McNiff
- Sanny Medera
- Sue Morris
- David Nurnberger
- George O'Loughlin
- George Ogo
- Jack Osci-Owusu
- Leah Owen
- Lee Parker
- Chris Rotello
- Dylia Sheshan
- Irene Simoes Fischer
- Tom Smith
- Bill Spielberg
- Mary Taylor
- Phyllis Tranzillo
- Dan Trocolla
- Ileana Velazquez
- Juana Villavicencio
- Phaytoun Vongsavanh
- Mrs. Qiao Xu

**TO:** Board of Education Members  
Common Council Members

**FROM:** Norman Puffett

Attached is a draft report from the Danbury Education 2000 Task Force on Quality Education and Diversity.

The Task Force will present this report to the Board of Education and the Common Council at its meeting on Thursday, March 31st, at 7:00 p.m., in the Danbury High School Library.

Following your comments and reactions to the report, the Task Force will complete the report for submission to the Board of Education for their approval on April 6th after which it will be presented to the Regional Forum on Quality Education and Diversity.

cc: Task Force Members

**EX-OFFICIO MEMBERS:**

- Nancy Marcus
- Dan Hogan

**LIAISON MEMBERS:**

- Anthony Singe
- Robert Dylewski
- Jay Eriquez
- Jack Heidenreich
- Gail Nordmos
- Kathy Dzubak
- Patsy Rapela