



**Warren M. Levy, City Council at Large  
5 Pilgrim Drive  
Danbury, Connecticut 06811**

April, 28, 2014

City of Danbury  
Hon. Joseph Cavo, City Council President  
155 Deer Hill Ave.  
Danbury, Connecticut. 06810

Re: Use of City property for parking.

Dear Council Members,

Recently I was contacted by Mr. Rafiqul Alam in reference to use of City owned property for parking at his shopping plaza. The plaza is located at 2-4 Germantown Road. The City has recently realigned the connectors of Osborne Street and Hospital Avenue. In doing so it created an area in front of the plaza that could be used for parking. There may be a benefit to the city to enter into some type of agreement for use of the area. I am requesting that this issue be referred to an Ad-Hoc committee for review and recommendation.

Yours truly,

Warren Levy,  
City Council at Large

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**GAGER, EMERSON, RICKART, BOWER & SCALZO, LLP**  
ATTORNEYS AT LAW

PLEASE REPLY TO:  
2 STONY HILL ROAD  
SUITE 208  
BETHEL, CT 06801  
TELEPHONE (203) 207-5400  
FACSIMILE (203) 207-5407

April 8, 2014

Hon. Joseph M. Cavo, President  
C/O, Hon. Warren M. Levy, Councilman  
Hon. Members of the City Council,  
Danbury, CT. 06810

**RE: Request for use of five (5) Parking Spaces for 2-4 Germantown Road**

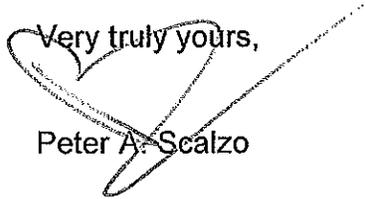
Dear Warren:

The undersigned represents M. Rafiquel Alam d/b/a Alam Enterprises, LLC, owner of 2-4 Germantown Road, hereinafter "shopping plaza". Mr. Alam desires to utilize five (5) parking spaces adjacent to the shopping plaza in an existing paved area owned by the City. I have included the survey for your reference. I have also attached a proposed License Agreement for the City's consideration to allow the use of the parking spaces. These parking spaces provide a significant benefit to the patrons of the shopping plaza. Additionally due to the location of the spaces, clearly these parking spaces are not usable or even accessible to or for anyone other than the shopping plaza.

The attached License Agreement provides for the revocable use of the parking spaces. Mr. Alam would be completely responsible for the cleaning and maintenance of the area including repairs. Mr. Alam's use would be limited to parking only for the shopping plaza's customers and/or invitees. Additionally Mr. Alam would indemnify the City for its use and provide Liability insurance (see enclosed) naming the City of Danbury as an additional insured. The License Agreement would be terminated by either party for any reason upon written notice.

Mr. Alam has owned the parcel and shopping plaza since April 25, 1996. The subject area owned by the City was created after the connector street between Osborne Street and Hospital Avenue was created (see survey). The five (5) parking spaces are beneficial to the viability of the shopping plaza and in so doing create a benefit to the residents/patrons of the City.

Very truly yours,



Peter A. Scalzo

Enclosures

## License Agreement - Parking Spaces

THIS LICENSE is granted this \_\_\_\_\_ day of April, 2014, by the City of Danbury, 155 Deer Hill Avenue, Danbury, CT 06810 (hereinafter "City" or "Licensor"), to Alam Enterprises, LLC, a Connecticut limited liability company with an office at 366 Main St., P.O. Box 816, Danbury, CT 06813 (hereinafter "Licensee"):

WHEREAS, by way of background and findings, the Parking Spaces, as defined below, by virtue of their location directly adjacent to Licensee's shopping plaza, are virtually inaccessible to and unusable by anyone other than a patron of said plaza; and

WHEREAS, the Licensee is the owner of a small retail shopping plaza at 2 Germantown Road, and Licensee wishes to obtain a license from the City permitting Licensee and its customers or invitees to use five (5) parking spaces adjacent to Licensee's retail store located at 2 Germantown Road, Danbury, CT 06810, which parking spaces are located on an existing paved area owned by the City, and are set forth on Exhibit A attached hereto and made a part hereof (hereinafter the "Parking Spaces"):

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the parties do hereby agree as follows:

1. The City does hereby grant a non-transferable license to the Licensee to allow Licensee and its customers or invitees to use and maintain the five (5) Parking Spaces which are the subject of this License Agreement, subject to the provisions and conditions hereof.
2. This License shall commence on the day first written above and shall continue, unless sooner terminated in accordance with the terms hereof, upon payment to the City by the Licensee, of an annual license fee of \$250.
3. Licensee agrees that it shall be solely responsible for and shall pay for the cleaning and routine maintenance of the Parking Spaces, including but not limited to plowing and sanding as often as reasonably necessary during the winter months, and including the painting of stripes delineating such parking spaces as often as may be reasonably necessary. Licensee further agrees to use its best efforts to patch potholes and effect other similar repairs in and of the Parking Spaces. The use of the Licensed Parking Spaces shall be for the limited purposes set forth herein (*i.e.*, to afford necessary customer parking spaces for Licensee's customers or invitees appurtenant to the Licensee's aforesaid retail plaza).

4. Either the Licensee or the City may terminate this License without obligation or liability of any kind to the other as a result of said termination, upon ninety (90) days' prior written notice to the other party. For purposes of the termination provision of this License, the Mayor of the City of Danbury shall have the authority to exercise the City's right of termination on the City's behalf.

5. The Licensee agrees that it shall indemnify and save harmless the City and any of its officers, agents, employees, Boards, Commissions, or representatives, who are or may be named as co-defendants in any claim or suit, on account of any and all claims, damages, losses, judgments, litigation expenses and legal counsel fees arising out of injuries to persons (including death) sustained or alleged to have been sustained by the officers, employees, agents, Boards, Commissions, or representatives of the City or by any officers, employees, or agents of the Licensee, or by any business invitee or patron of the Licensee, or arising out of damage to property, real or personal, including the use or occupancy of the licensed Parking Spaces, alleged to have been caused in whole or in part by acts or omissions of the Licensee or any business invitee of the Licensee or by anyone directly or indirectly employed by or working for the Licensee, including customers, patrons, volunteers, subcontractors, materialmen, suppliers or agents, in connection with the license or use of the Parking Spaces. The Licensee further undertakes to reimburse the City for any damage to the City's real or personal property occurring in connection with the license or use of the licensed Parking Spaces by the Licensee or by any of its officers, agents or employees or any of its business invitees, unless the damage is caused by the City. The Licensee agrees to immediately restore any damaged property within the Parking Spaces to its original condition to the reasonable satisfaction and approval of the City. Notwithstanding the foregoing, Licensee's obligation to indemnify the City shall be limited to the extent of Licensee's available insurance coverage as required hereunder.

6. During the term hereof, Licensee shall take out and maintain such Comprehensive General Liability Insurance as will protect it and the City from claims or damages for personal injury, including actions or omissions of the Licensee in the course of the use of the licensed Parking Spaces, whether such actions or omissions are undertaken by the Licensee or by any invitee of Licensee, or any contractor or subcontractor hired by or on behalf of the Licensee or anyone directly or indirectly employed by or acting on behalf of any of the foregoing entities. The minimum limits of such insurance shall be as follows:

Bodily Injury Liability and Property Damage Liability: \$1,000,000.00 (combined) each occurrence.

Prior to the execution of this License Agreement, a certificate of such insurance shall be filed with the City for its review. All policies of such insurance shall be subject to the reasonable review and approval of the City with regard to the adequacy of the protection they purport to provide. **THE CITY SHALL BE NAMED AS AN ADDITIONAL INSURED (OR EQUIVALENT DESIGNATION) ON SUCH POLICY.** Insurance companies providing coverage hereunder shall be licensed by the State of Connecticut or

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otherwise reasonably acceptable to the City. All policies relating to this License shall be written so that the City shall be notified, in writing, of any cancellation or material change in the policy, at least ten (10) days prior to the effective date of such cancellation or change. Certificates of insurance shall be filed with the City and shall state the limits of liability and the expiration date of such policy. Renewal certificates covering the renewal of the policy expiring during the term of this License shall be filed with the City not less than ten (10) days prior to the expiration of such policy.

7. The Licensee agrees to restore the licensed Parking Spaces to its original condition upon the termination of the License.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, and to duplicates of the same tenor and date, this \_\_\_\_\_ day of April, 2014.

Signed, sealed and delivered  
in the presence of:

Licensor:  
CITY OF DANBURY

\_\_\_\_\_  
Witness:

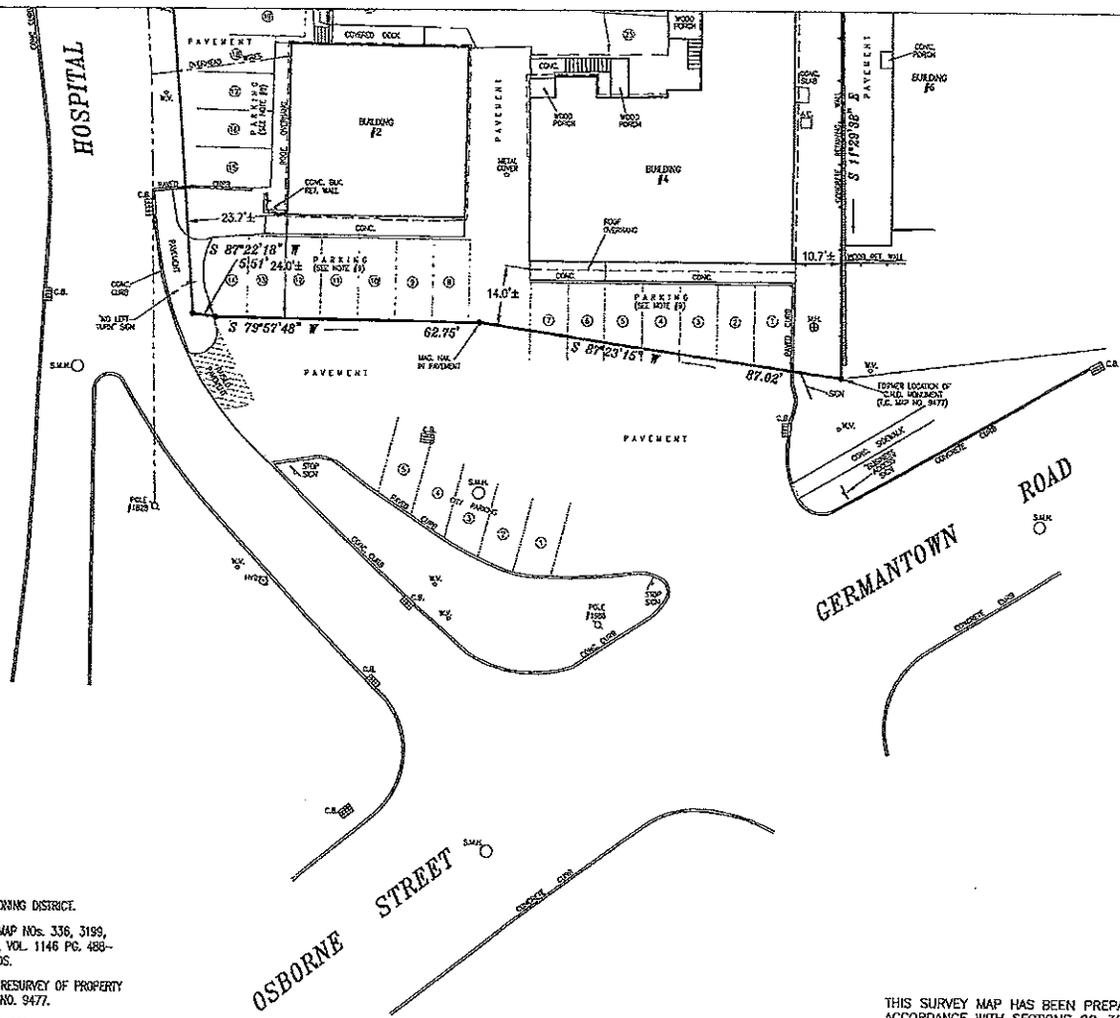
By: \_\_\_\_\_  
Mark D. Boughton, Mayor

Licensee:  
ALAM ENTERPRISES, LLC

By: \_\_\_\_\_  
Mohammed R. Alam, Managing  
Member

\_\_\_\_\_  
Witness:

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- NOTES:
- 1) PROPERTY IS LOCATED IN C6-20 ZONING DISTRICT.
  - 2) REFERENCE MADE TO TOWN CLERK MAP NOS. 336, 3199, 9477 AND VOL. 1501 PG. 653-654, VOL. 1146 PG. 488-489 OF THE DANBURY LAND RECORDS.
  - 3) THIS SURVEY MAP IS A DEPENDENT RESURVEY OF PROPERTY AS DEPICTED ON TOWN CLERK MAP NO. 9477.
  - 4) REFERENCE MADE TO A CERTAIN MAP PREPARED FOR GARY D. & IRINA CASE, BY THIS OFFICE, DATED 5/7/07.
  - 5) MONUMENTATION FOUND OR SET DEPICTED HEREON.
  - 6) UNDERGROUND UTILITIES ARE NOT DEPICTED HEREON. "CALL BEFORE YOU DIG" (800-922-4455) PRIOR TO ANY EXCAVATION OR CONSTRUCTION.
  - 7) BUILDING COVERAGE EQUALS 21.6% ±.
  - 8) REFERENCE MADE TO A SITE PLAN FOR HANK'S BAIT SHOP-CANN. MORTGAGE CORP., DATED 2/16/92, LAST REVISED 3/21/92, ON FILE WITH THE CITY OF DANBURY.
  - 9) NOTE #15 ON THE 1992 SITE PLAN REFERRED TO ABOVE INDICATES A TOTAL OF 28 PARKING SPACES.
  - 10) NOTE #15 ON THE 1992 SITE PLAN REFERRED TO ABOVE INDICATES THAT ADDITIONAL SPACE ON PROPERTY IS AVAILABLE.
  - 11) UTILITY POLE SHEET #6114 DEPICTED IN THE REAR LOT ON THE 1992 SITE PLAN HAS BEEN REMOVED.

**PROPERTY SURVEY**  
 PREPARED FOR  
**ALAM ENTERPRISES, LLC**

2 - 4 GERMANTOWN ROAD  
 CITY OF DANBURY      FAIRFIELD COUNTY, CT.

NOV. 21, 2013      SCALE: 1" = 20'  
 REVISED DEC. 16, 2013 - CITY PARKING

AREA = 28,956 SQ. FT.  
 0.665 ACRES

THIS SURVEY MAP HAS BEEN PREPARED IN ACCORDANCE WITH SECTIONS 20-300b-1 THRU 20-300b-20 OF THE REGULATIONS OF CONNECTICUT STATE AGENCIES - "MINIMUM STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT" EFFECTIVE 06-21-96 AS ENDORSED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC.

IT IS A PROPERTY SURVEY BASED ON A RESURVEY OF EXISTING MAPS.  
 THIS SURVEY MEETS CLASS A-2 STANDARDS.

TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON.

PREPARED BY THE OFFICE OF  
**PAH, INC. ~ LAND SURVEYORS**  
 35 DANBURY ROAD      NEW MILFORD, CT.





# CERTIFICATE OF LIABILITY INSURANCE

ALAME-1

OP ID: LH

DATE (MM/DD/YYYY)  
03/24/14

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>Spain Agency, Inc.</b> 625 Route 6 Mahopac, NY 10541 Brian J. Miles		Phone: 845-628-1700 Fax: 845-628-1804	CONTACT NAME: <b>Laurie Hillmann</b> PHONE (A/C, No, Ext): <b>845-628-4500</b> E-MAIL ADDRESS: <b>lhillmann@spainins.com</b> FAX (A/C, No): <b>845-628-1804</b>
INSURED <b>Alam Enterprises LLC</b> <b>Rana Enterprises LLC</b> P.O. Box 816 Danbury, CT 06813		INSURER(S) AFFORDING COVERAGE INSURER A: <b>Harleysville Worcester Ins. Co</b> NAIC # <b>26182</b> INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SURR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		BOP14404G	09/01/13	09/01/14	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED							\$
	RETENTIONS							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			N/A			E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Re: (5) Parking Spaces located at 2-4 Germantown Road Danbury, CT 06810.  
 The City of Danbury is included as an Additional Insured.

<b>CERTIFICATE HOLDER</b>  <b>DANBURY</b>  City of Danbury, CT 155 Deer Hill Ave Danbury, CT 06810	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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