



**CITY OF DANBURY**  
155 DEER HILL AVENUE  
DANBURY, CONNECTICUT 06810

PLANNING COMMISSION  
www.ci.danbury.ct.us

(203) 797-4525  
(203) 797-4586 (FAX)

April 20, 2015

To: Mayor Mark Boughton  
Members of City Council

From: Planning Commission

Re: 8-24 Referral/April 2015 City Council Agenda Item #10: Gas Company Easement Company over City Land Located within Elan Kennedy Flats Development, Kennedy Ave./Parcel A1 (#114103).

The Planning Commission has received a request from the City Council for a report pursuant to CT General Statutes/Sec 8-24, regarding the above referenced item.

At the April 15, 2015 regular meeting, the Planning Commission voted to give this a positive recommendation subject to the submission of plans/documents that are acceptable to the Engineering Division of the Public Works Department and Corporation Counsel's Office. The motion was made by Ms. Hoffstaetter, seconded by Mr. Urice, and passed unanimously with five ayes.

Arnold E. Finaldi Jr.  
Chairman

AEF/jr  
Attachment

c: Engineering Dept.  
Corporation Counsel



9-1

**CITY OF DANBURY**  
155 DEER HILL AVENUE  
DANBURY, CONNECTICUT 06810

**ENGINEERING DIVISION**  
**(203) 797-4641**  
**FAX (203) 796-1586**

**FARID L. KHOURI, P.E.**  
**CITY ENGINEER**

April 15, 2015

Honorable Mark D. Boughton  
City Council  
City of Danbury  
155 Deer Hill Avenue  
Danbury, CT 06810

**Subject: Gas Easement over Still River Culvert**  
**Kennedy Flats**  
**Kennedy Avenue, Danbury, CT**

Dear Mayor Boughton and City Council Members:

At the April 7, 2015 City Council meeting, the March 30, 2015 letter with an attachment from Paul N. Jaber, Esq., attorney for Elan Kennedy Flats, LLC, requesting that the City grant a gas line easement over City owned property, referred to as Parcel A1, to Eversource Energy to serve the Kennedy Flats development was referred to our department for a report (reference item 10 of the meeting minutes).

Elan Kennedy Flats, LLC has existing easement rights over Parcel A1 from the City to pass and repass. The request in front of you is to grant the gas company (Eversource Energy) through Elan Kennedy Flats, LLC an easement for the installation and maintenance of the gas service over Parcel A1, to serve Building #5 of the Kennedy Flats development.

Our office has been working with the developer to select the best location and we have no objection to the City granting an easement to the gas company (Eversource Energy) as presented.

We recommend that the gas line easement be granted by the City subject to the legal documents being acceptable to the Corporation Counsel's office and the technical details approved by the Engineering Division.

If you have any questions, please feel free to contact this office.

Very truly yours,

  
Farid L. Khouri, P.E.  
City Engineer

cc: Antonio Iadarola, P.E.  
Laszlo L. Pinter, Esq.  
Dennis Elpern



9-2

**CITY OF DANBURY**  
**OFFICE OF THE CORPORATION COUNSEL**  
155 DEER HILL AVENUE  
DANBURY, CONNECTICUT 06810

April 21, 2015

Hon. Mayor Mark D. Boughton  
Hon. Members of City Council  
155 Deer Hill Avenue  
Danbury, CT 06810

Re: Gas Easement Over Still River Culvert  
Yankee Gas-Eversource/Elan Kennedy Flats – Kennedy Avenue, Danbury, CT

Dear Mayor and Council:

The matter of a request that the City of Danbury grant a gas line easement across City property in order to service this new development was referred to this office. Eversource (Yankee Gas) has forwarded a number of documents and other materials for review and execution. We are in the process of reviewing the same and working with the relevant stakeholders to secure the rights required and will plan to complete the process of negotiations sufficient to conclude the easement grant.

A resolution is attached authorizing the general grant of the easement(s) as needed for this gas service to be made available to the developer of this property, in accordance with all requirements of Eversource. Please contact us with any questions.

Very truly yours,

Laszlo L. Pinter  
Deputy Corporation Counsel

Attachment

“Elaneasement”

Robert J. Yamin  
Corporation Counsel  
[r.yamin@danbury-ct.gov](mailto:r.yamin@danbury-ct.gov)  
(203)797-4518

Laszlo L. Pinter  
Deputy Corporation Counsel  
[l.pinter@danbury-ct.gov](mailto:l.pinter@danbury-ct.gov)  
(203)797-4517

Robin L. Edwards  
Assistant Corporation Counsel  
[r.edwards@danbury-ct.gov](mailto:r.edwards@danbury-ct.gov)  
(203) 797-4516

Dianne E. Rosemark  
Assistant Corporation Counsel  
[d.rosemark@danbury-ct.gov](mailto:d.rosemark@danbury-ct.gov)  
(203) 796-8004



# RESOLUTION

9-3

CITY OF DANBURY, STATE OF CONNECTICUT

\_\_\_\_\_ A.D. 2015

**RESOLVED** BY THE CITY COUNCIL OF THE CITY OF DANBURY

**BE IT HEREBY RESOLVED THAT** Mark D. Boughton, Mayor of the City of Danbury be and hereby is authorized to grant and convey unto Yankee Gas Services Company (a.k.a. Eversource) a specially chartered Connecticut corporation, having its principal office in the Town of Berlin in the State of Connecticut, its successors and assigns, the non exclusive perpetual right to install, operate, maintain and repair natural gas lines over, under and across land of the City of Danbury, County of Fairfield, State of Connecticut, as set forth in the proposed easement presented to this meeting, which is hereby ordered filed with the records of this meeting, and to take such other actions and do any acts necessary to effectuate the foregoing.

9-4

January 14, 2015

Attorney

Re: Yankee Gas File No. W15006 – Gas Distribution Easement

Dear Attorney ,

Yankee Gas Services Company dba Eversource Energy has received a request for gas service from your client, referenced above, that will require an easement across private property, as indicated on the enclosed map.

As legal counsel for the requester, please prepare the enclosed easement documents and preliminary certificate of title which should include an explanation of each encumbrance existing on the premises, have them executed and send copies to me for review. Once I have an opportunity to review them, you will be notified to proceed with the recording of the documents.

The address for the tax conveyance form is 107 Selden Street, Berlin, Connecticut, 06037 and the tax identification number is 060835504.

After recording, please send me town-certified copies of the recorded easement agreement, any subordination agreements that might apply and the Corporate Resolution, if applicable, along with **either** your final certificate of title which should include an explanation of each encumbrance that the easement is subject to, **or** a title insurance policy. If you choose to provide a title insurance policy, it must be issued to Yankee Gas Services Company for its easement in the amount of \$60,000.00 and the non-interference language provided in this package must be added to the Schedule B. Also, please send me all original recorded documents from the Town if they are forwarded to you.

To avoid unnecessary expenses, Yankee Gas will not install facilities until all the aforementioned requests are completed. If there are any legal problems that prevent you from providing the items requested, please call me immediately to discuss possible solutions.

Sincerely,

*Rocco G. Compitello*

Rocco G. Compitello  
Distribution Easement Coordinator  
(860) 665-2718  
[Rocco.Compitello@EversourceEnergy.com](mailto:Rocco.Compitello@EversourceEnergy.com)

Enclosures

Please Return to:  
Rocco Compitello  
Real Estate Department  
Eversource Energy  
107 Selden Street  
Berlin, CT 06037

File No. W4087

9-5

## GAS DISTRIBUTION EASEMENT

For a valuable consideration, receipt of which is acknowledged, (grantor name) (Grantor), grants unto Yankee Gas Services Company dba Eversource Energy, a specially chartered Connecticut corporation with offices in Connecticut, its successors and assigns (Grantee), with WARRANTY COVENANTS (except for the matters described in Schedule A if such schedule is attached), the non-exclusive perpetual right to construct, maintain, replace, relocate, remove and rebuild, across and under those portions of the Grantor's lands described herein (Easement Area(s)), distribution systems for gas, consisting of pipes, valves, fixtures and other appurtenances useful for providing gas services and for any other purpose connected with the services or operations of a Public Service Company as defined in the Connecticut General Statutes (Facilities), including underground pipes running from such Facilities and Easement Area(s) to any structures on the Grantor's lands (Services); the right to provide gas service to abutters by means of the same, and the non-exclusive right to enter the Grantor's lands for the purpose of inspecting, maintaining, replacing or removing said Facilities and Services. Together also with the non-exclusive right, after consultation with the Grantor, when practicable, to trim and keep trim, cut and remove such trees or shrubbery as in the reasonable judgment of the Grantee are necessary to maintain said Facilities, Services and appurtenances.

Said Easement Area is located on the Grantor's lands on the (direction) side of (street) in the City/Town of (town), Connecticut, as more particularly described on a map entitled "**Easement Plan Map Showing Easement Area to be Granted to Yankee Gas Services Company the Across Property of (map title)**" which map has been on or will be filed in the office of the City/Town Clerk of said City/Town of (town), Connecticut, which map has been filed as Map No. \_\_\_\_\_

The Grantor agrees and acknowledges that Grantee shall have the right, with the necessary materials, vehicles, personnel and equipment, to access Grantor's lands and to locate, install and operate its Facilities and Services within and from the aforementioned Easement Areas. Grantor further agrees and acknowledges that, except with the written permission of the Grantee no building, structure, or other improvement or obstruction shall be located upon or within the bounds of the Easement and Services Areas, with the exception of: low growth minimal rooting plantings; impervious or other suitable cover for drive, walk and parking areas; or temporary/portable surface facilities such as trash dumpsters. Grantor further agrees that nothing shall be attached, at any time, to any property of the Grantee installed by virtue of this Easement. To facilitate the installation, repair, replacement or maintenance of its Facilities and Services, the Grantee may in its reasonable judgment, at its option and without liability to and at the expense of the Grantor, remove and dispose of any of the aforesaid made or installed subsequent to the date hereunder which are contrary to the provisions of this Easement. In such event, Grantee shall, at the sole expense of the Grantor, restore the area disturbed to substantially the same condition as existed prior to such installation, repair, replacement or maintenance.

By acceptance of this Easement, for as long as and to the extent that Grantee's Facilities, together with all Services and appurtenances located on the Grantor's lands pursuant to this Easement are used to provide gas distribution and service, and not withstanding any other agreement between the parties or anything herein to the contrary, the Grantee shall install, repair, replace and maintain such Facilities, Services and appurtenances at its own expense. With regard to any installation, repair, replacement or maintenance (Restorations) of said Facilities, Services and appurtenances, the Grantee shall promptly restore the area disturbed to substantially the same condition as existed prior to such Restorations provided, however, that such other restoration shall not include any structures, other improvements or plantings made or installed contrary to the provisions of this Easement. Any relocation of said Facilities and/or Services requested by or caused by any action on the part of the Grantor shall be at the sole cost of the Grantor.

Any Easement Area herein described and granted, or any interest therein or part thereof, may be assigned by the Grantee, wholly, jointly or in part, to any communication company, public service company or other entity associated with or succeeding to Grantee's business, and the Grantor hereby agrees to and ratifies any such assignment and acknowledges that the interest so assigned may be utilized by said assignee.

The terms "Grantor" and "Grantee" shall include lessees, heirs, executors, administrators, successors and assigns where the context so requires or permits.

If any third party having an interest in the Grantor's lands, as the same are represented herein, shall initiate an action that will adversely affect Grantee's rights and Easement interests as herein granted, then Grantor, at its sole cost and expense, shall pursue and acquire any legal remedies or instruments as may be required to secure Grantee's Easement interests. Grantor shall defend and hold harmless the Grantee from and against any and all claims losses or liabilities whatsoever, including reasonable legal fees, arising from such actions.

Please Return to:  
Rocco Compitello  
Real Estate Department  
Eversource Energy  
107 Selden Street  
Berlin, CT 06037

File No. W4087

9-6

TO HAVE AND TO HOLD the premises unto it, the said Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2015.

Signed, sealed and delivered in the presence of:

(GRANTOR NAME)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(L.S.)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(L.S.)

\_\_\_\_\_  
Witness

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_

S.S. \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2015 before me, the undersigned officer, personally appeared \_\_\_\_\_ who acknowledged him/herself to be the person whose name is subscribed to the within instrument and acknowledged that they, being duly authorized to do so, executed the same for the purposes therein contained as their and said Grantor's free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and the official seal.

\_\_\_\_\_  
Notary Public Seal Required  
My Commission Expires \_\_\_\_\_

STATE OF \_\_\_\_\_

S.S. \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2015 before me, the undersigned officer, personally appeared \_\_\_\_\_ who acknowledged him/herself to be the person whose name is subscribed to the within instrument and acknowledged that they, being duly authorized to do so, executed the same for the purposes therein contained as their and said Grantor's free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and the official seal.

\_\_\_\_\_  
Notary Public Seal Required  
My Commission Expires \_\_\_\_\_

Please Return to:  
Rocco Compitello  
Real Estate Department  
Eversource Energy  
107 Selden Street  
Berlin, CT 06037

File No. W4087

9-7

**PRELIMINARY CERTIFICATE OF TITLE**

\_\_\_\_\_, Connecticut

\_\_\_\_\_, 2015

TO: YANKEE GAS SERVICES COMPANY

This is to certify that as of the date set forth and as disclosed by the land records of the City/Town of (town), Connecticut, title to the premises situated on the (direction) side of (street), in the City/Town of (town), which are more particularly shown on a certain map entitled "Said Easement Area is located on the Grantor's lands on the (direction) side of (street) in the City/Town of (town) , Connecticut, as more particularly described on a map entitled **Easement Plan Map Showing Easement Area to be Granted to Yankee Gas Services Company the Across Property of (map title)**" a copy of which is attached hereto and made a part hereof, is vested in:

\_\_\_\_\_  
\_\_\_\_\_

free and clear of all encumbrances except:

1. Any and all provisions of any ordinance, municipal regulation or public or private law.
2. Installments of real property taxes to municipal authorities which are not yet due and payable.
3. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Counsel to Grantor has reviewed the above-mentioned exceptions to the title identified herein as item numbers \_\_\_\_\_, and, based upon such review hereby represents that each such easement/agreement/encumbrance/lien does not adversely impact, impair, conflict with or limit any of the rights and easements to be granted to Yankee Gas Services Company in the gas distribution easement to which this Certificate of Title pertains.

\_\_\_\_\_  
Attorney-at-law  
State of Connecticut

Please Return to:  
Rocco Compitello  
Real Estate Department  
Eversource Energy  
107 Selden Street  
Berlin, CT 06037

File No. W4087

9-8

**FINAL CERTIFICATE OF TITLE**

\_\_\_\_\_, Connecticut

\_\_\_\_\_, 2015

TO: YANKEE GAS SERVICES COMPANY

This is to certify that as of the date set forth and as disclosed by the land records of the City/Town of (town), Connecticut, title to the easement rights situated on the (direction) side of (street), in the City/Town of (town), as described in an Easement dated \_\_\_\_\_, 20\_\_, recorded on \_\_\_\_\_, 20\_\_ under document number \_\_\_\_\_ in Book \_\_\_\_\_, Page \_\_\_\_\_, of the (town) Land Records, a certified copy of which is attached hereto and more particularly described on the map entitled "Said Easement Area is located on the Grantor's lands on the (direction) side of (street) in the City/Town of (town) , Connecticut, as more particularly described on a map entitled "**Easement Plan Map Showing Easement Area to be Granted to Yankee Gas Services Company the Across Property of (map title)**" which map has been filed in the office of the Town Clerk of said City/Town of (town), Connecticut, as map number \_\_\_\_\_, is vested in Yankee Gas Services Company, free and clear of all encumbrances except:

- (1) Any and all provisions of any ordinance, municipal regulation or public or private law.
- (2) Installments of real property taxes to municipal authorities which are not yet due and payable.
- (3) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Counsel to Grantor has reviewed the above-mentioned exceptions to the title identified herein as item numbers \_\_\_\_\_, and, based upon such review hereby represents that each such easement/agreement/encumbrance/lien does not adversely impact, impair, conflict with or limit any of the rights and easements to be granted to Yankee Gas Services Company in the gas distribution easement to which this Certificate of Title pertains.

\_\_\_\_\_  
Attorney-at-law  
State of Connecticut

Please Return to:  
Rocco Compitello  
Real Estate Department  
Eversource Energy  
107 Selden Street  
Berlin, CT 06037

File No. W4087

9-9

**Non-Interference Language for Schedule B of the Title Insurance Policy**

Notwithstanding any provision of this Title Policy to the contrary, the insurance provided by this Title Policy shall provide Yankee Gas Services Company ("Yankee Gas") dba Eversource Energy (EE) with title insurance coverage in the event that there is: (i) a claim from any third party alleging that the rights and easements granted to Yankee Gas in the gas distribution easement or partial assignment of easement to which this Title Policy pertains (collectively, the "Yankee Gas Easement") adversely impact, impair, conflict with or limit any of the rights/easements/agreements/ encumbrances listed in item numbers \_\_\_\_\_ of this Schedule B to the Title Policy; or (ii) a claim from Yankee Gas that any of the rights/easements/agreements/ encumbrances in item numbers \_\_\_\_\_ of this Schedule B to the Title Policy adversely impact, impair, conflict with or limit any of the rights and easements granted to Yankee Gas in the Yankee Gas Easement.

**If the Title Company lists the Yankee Gas Easement to be insured by the Title Policy in Schedule B (as an exception to coverage) to the Title Policy, then the reference to the Yankee Gas Easement in Schedule B must be modified as follows:**

**Schedule B (exceptions to coverage)**

This Title Policy does not provide insurance coverage for the performance and/or non-performance by the Grantor and Grantee of the future contractual obligations imposed on the Grantor and Grantee in that certain Gas Distribution Easement from \_\_\_\_\_ to Yankee Gas Services Company dated \_\_\_\_\_ (the "Yankee Gas Easement") listed on Page \_\_\_ of this Title Policy; *provided, however*, that no provision of this Title Policy, including no provision in this Schedule B, excludes from the insurance coverage provided by this Title Policy the easements and rights granted to Yankee Gas pursuant to the Yankee Gas Easement.



Please Return to:  
Rocco Compitello  
Real Estate Department  
Eversource Energy  
107 Selden Street  
Berlin, CT 06037

File No. W4087

9-11

### CERTIFICATE OF CORPORATE RESOLUTION

I hereby certify that at a meeting of the (grantor) duly called and held on \_\_\_\_\_, 2015, at which a quorum was present and acting throughout, the following resolutions were unanimously adopted, to wit:

RESOLVED, that this Company grant and convey unto Yankee Gas Services Company, a specially chartered Connecticut corporation having its principal office in the Town of Berlin in the State of Connecticut, its successors and assigns, the non-exclusive perpetual right to install, operate, maintain and repair natural gas lines over, under and across land of the Company situated in the Town of Wilton, County of Fairfield and State of Connecticut, as set forth in the proposed easement presented to this meeting, which is hereby ordered filed with the records of this meeting; and

RESOLVED, that \_\_\_\_\_, the \_\_\_\_\_ of this Company be authorized to execute and deliver in the name of this Company an easement as presented to this meeting and to do any and all other acts necessary to effectuate the foregoing.

I FURTHER CERTIFY that the form of easement attached hereto is an exact copy of the aforesaid proposed easement presented at said meeting.

I DO FURTHER CERTIFY that the foregoing resolutions are still in full force and effect as of this date.

IN WITNESS WHEREOF, I have caused the corporate seal of this Company to be hereunto affixed, duly attested to me this \_\_\_\_\_ day of July, 2015.

\_\_\_\_\_  
Secretary (Corporate Seal)

PLEASE RETURN **UNRECORDED** ORIGINAL TO ME FOR MY FILE