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CITY OF DANBURY
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

Department of Public Buildings

Telephone: (203)797-4584
Facsimile: (203)796-1528

February 22, 2016

To: The Honorable Mark D. Boughton, Mayor
Members of the City Council

Subject: Chow House at Farrington Woods, Residential Lease

Dear Mayor and Members of the City Council:

Attached for your review and approval is the proposed residential lease for the Chow House at Farrington Woods Park property.

The Chow House is a single family dwelling, of approximately 800 sq ft. It is the intention to lease this facility as a residential according to the terms of the attached agreement to Mr. Ahearn for another year.

Mr. Ahearn has been an outstanding tenant for the last 2 years, with no complaints and providing a presence for the City at the property.

Please place this on the March agenda for action. Should you have any questions, or require additional information, please do not hesitate to contact me

Regards,

Sean P. Hanley

Cc: Antonio Iadarola P.E., Lazlo Pinter, Esq., David St. Hilaire

SPH/cag/publdg/g/chowhouseleaseapproval



LEASE - CHOW HOUSE

4-1

THIS INDENTURE, made by and between the CITY OF DANBURY, a municipal corporation, located at 155 Deer Hill Avenue, Danbury, in Fairfield County and organized and existing under and by virtue of the laws of the State of Connecticut, acting herein by Mark D. Boughton, its Mayor, hereunto duly authorized, hereinafter designated as the LESSOR, and MICHAEL C. AHEARN of the City of Danbury, County of Fairfield, State of Connecticut, hereinafter designated as the LESSEE,

WITNESSETH, that the LESSOR does hereby lease to said LESSEE:

A CERTAIN single family dwelling of approximately 800 square feet more particularly known as the "Chow House", so-called, at 125 Mill Plain Road, Danbury, Connecticut more particularly shown on the sketch attached hereto as Exhibit A, which premises are circled.

FOR THE TERM OF one year commencing on the ____ day of March 2016, and terminating on the 28th day of February 2017, for the term rent of Eight Thousand Four Hundred Dollars (\$8,400.00) payable in advance in equal monthly payments of Seven Hundred Dollars (\$700.00) each, to wit: on the first day of each month apportioned for any month(s) of partial occupancy, plus security as set forth in paragraph 3 on the Addendum herein, together with such property management tasks as set forth in Exhibits A and B attached hereto and made a part hereof.

In addition to the foregoing one (1) year term, the LESSOR shall have the right to exercise a one (1) year option upon the terms described herein. If the LESSOR elects to exercise said option, it shall give notice thereof to the LESSEE, in writing, not less than 90 days prior to the expiration of the then current lease term.

AND THE SAID LESSOR covenants with the said LESSEE that it has good right to lease said premises in manner aforesaid, and that it will suffer and permit said LESSEE (him keeping all the covenants on his part, as hereinafter contained) to occupy, possess and enjoy said premises during the term aforesaid, without hindrance or molestation from it or any person claiming by, from or under it.

AND THE SAID LESSEE covenants with the said LESSOR to hire said premises and to pay the rent as aforesaid, that he will commit no waste, nor suffer the same to be committed thereon, nor injure nor misuse the same; and also that he will not assign this Lease nor underlet a part or the whole of said leased premises, nor make alterations therein, nor use the same for any purpose but that hereinbefore authorized, without written permission from said LESSOR but will deliver up the same at the expiration or sooner determination of their tenancy in as good condition as they are now in, ordinary wear, fire and other unavoidable casualties excepted.

PROVIDED, HOWEVER, and it is further agreed that, in addition to other remedies set forth herein, the LESSEE shall pay to LESSOR Fifty Dollars (\$50.00) as a late payment fee for costs of administration, in addition to the rent then due, if the said rent shall remain unpaid ten (10) days after the same shall become payable as aforesaid; or if the said LESSEE shall assign this Lease, or underlet or otherwise dispose of the whole or any part of said demised premises, or use the same for any purpose but that hereinbefore authorized or make any alteration therein without the consent of the LESSOR in writing, or shall commit waste or suffer the same to be committed on said premises, or injure or misuse the same, then this Lease shall thereupon, by virtue of this express stipulation therein, expire and terminate, and the LESSOR may, at any time thereafter, re-enter said premises and the same have and possess as of its former estate, and without such re-entry may recover possession thereof in the manner prescribed by the statute relating to summary process; it being understood that no demand for rent, and no re-entry for condition broken, as at common law, shall be necessary to enable the LESSOR to recover such possession pursuant to said statute relating to summary process, but that all right to any such demand, or any such re-entry is hereby expressly waived by the said LESSEE. Subletting and/or assignment is prohibited unless specifically authorized in writing by LESSOR.

AND IT IS FURTHER AGREED between the parties hereto, that whenever this Lease shall terminate either by lapse of time or by virtue of any express stipulations therein, the said LESSEE hereby waives all right to any notice to quit possession, as prescribed by the statute relating to summary process.

AND IT IS FURTHER AGREED that in case the said LESSEE shall, with the written consent of the said LESSOR endorsed hereon, or on the duplicate hereof, at any time hold over the said premises beyond the period above specified as the termination of this Lease, then the said LESSEE shall hold said premises upon the same terms, and under the same stipulations and agreements as are in this Instrument contained, and no holding over by said LESSEE shall operate to renew this Lease without such written consent of said LESSOR.

AND IT IS FURTHER AGREED between the parties hereto, that the LESSEE agrees to comply with and to conform to all of the laws of the State of Connecticut, and the by-laws, rules and regulations of the City of Danbury within which the premises hereby leased are situated, relating to health, nuisance, fire, highways and sidewalks, so far as the premises hereby leased are or may be concerned; and to save the LESSOR harmless from all fines, penalties and costs for violation of or noncompliance with the same, and that said premises shall be at all times open to the inspection of said LESSOR, and its agents, to applicants for purchase or lease, and for necessary repairs.

AND IT IS FURTHER AGREED that the said LESSEE shall pay for all utilities, i.e. gas, electricity, garbage removal and fuel oil used and consumed on said leased premises during the term aforesaid, in addition to the rent hereinbefore provided for and in accordance with the terms of Item 4 of the Addendum attached hereto.

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

If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, then and in that event, the term of this Lease shall cease and terminate from the date of title vesting in such proceeding and LESSEE shall have no claim against LESSOR for the value of any un-expired term of said Lease.

AND LESSEE further covenants and agrees that no accumulation of boxes, barrels, packages, waste paper, or other articles shall be permitted in or upon the premises.

AND THE LESSEE covenants that in the event the LESSOR is required to employ an attorney to enforce a provision of this Lease, the LESSEE shall pay a reasonable attorney's fee.

The provisions of the Addendum attached hereto are made a part of this Lease in its entirety.

Dated at Danbury, Connecticut this _____ day of March 2016.

Signed, Sealed and Delivered
in the presence of:

CITY OF DANBURY

Witness

Mark D. Boughton, Mayor

ADDENDUM TO CHOW HOUSE LEASE

4-3

Between: The City of Danbury, a municipal corporation, LESSOR, and Michael C. Ahearn, LESSEE

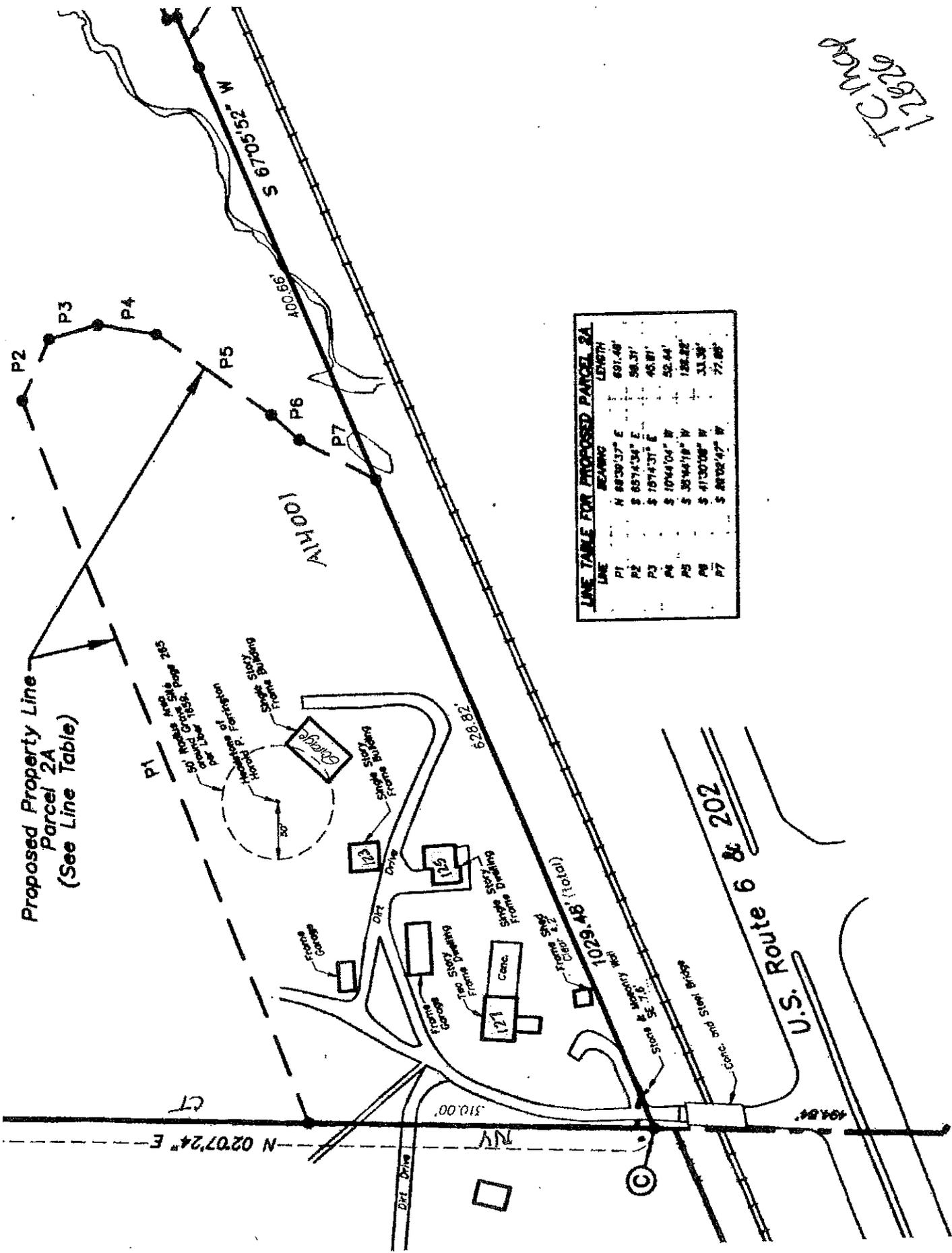
The provisions of this Addendum are hereby made a part of the basic Lease to which it is attached in all respects.

1. The LESSEE hereby agrees to reimburse the LESSOR herein for all costs and expenses incurred by the LESSOR either in enforcing the terms of this Lease, collecting any rent or other charges due herein or obtaining possession of said premises, which sums shall include court costs and reasonable attorney's fees.
2. The LESSEE herein shall provide, upon execution hereof, evidence of liability insurance in the amount of \$300,000.00. The LESSEE shall be fully responsible for providing personal insurance for all of LESSEE'S personal possessions located within the premises.
3. The LESSEE herein shall deposit with the LESSOR a sum representing one (1) months' rent as a security deposit, which said sum shall be retained by the LESSOR in an interest bearing account. Said security deposit plus accrued interest shall be returned to the LESSEE herein within thirty (30) days of the termination of this Lease provided the premises are returned to the LESSOR in the same condition it was let, fair wear and tear excepted, and LESSEE has fully complied with all of the terms and conditions of this Lease.
4. If applicable, upon entering into possession, the LESSOR herein shall provide to the LESSEE a full tank of fuel oil. At that time, LESSEE shall pay the LESSOR the total value for said fuel oil. Upon termination of this Lease, the tank shall be measured and the LESSOR shall reimburse the LESSEE for the value of such oil remaining the tank at the current price provided LESSEE is not in default under any of the terms of this Lease. Said payment shall be made within thirty (30) days from the date of termination of said Lease.
5. It is understood and acknowledged by the LESSEE herein that the location of these premises within a municipal park may limit to a degree the full, absolute and quiet enjoyment of the premises by the LESSEE and also imposes certain restrictions on LESSEE'S full use and enjoyment of the premises, including LESSOR'S right to inspect the premises upon reasonable notice, all of which were taken into consideration by the LESSEE upon entering this Lease. The rental being charged under this Lease also takes into consideration these factors.

As a result of this situation, therefore, the LESSEE does hereby specifically agree that:

- (a) As the LESSOR will maintain the roadways, LESSEE agrees to ensure that no personal items are left on the grounds that will interfere with this maintenance activity. The LESSEE will mow the lawn in the vicinity of the residential buildings with equipment provided by the LESSOR.
- (b) No laundry or other items shall be permitted to be hung outside on clotheslines or in the windows of said premises at any time without the express permission of the LESSOR.
- (c) No pets will be permitted on the premises when the LESSEE is not present. The lessee will clean up after his pet and deposit the pet waste in an appropriate container.
- (d) No painting or any modification to the exterior or interior of the premises shall be made by the LESSEE without the express prior written consent of the LESSOR. There will be no use of nails or screws to hang items or to affix any items to the walls or woodwork of the premises without the express prior written permission of the LESSOR.
- (e) There will be no waterbeds permitted on said premises.
- (f) Report any violations of the rules and regulations to the appropriate enforcement authorities, including police and the Director of the Department of Recreation. Report any building issues to the Public Buildings Division, 203-797-4584.
- (g) Call appropriate emergency personnel (fire, ambulance, etc.) as needed to respond to emergency situations.
- (h) Maintain the Chow House and surrounding grounds in a neat, orderly condition.

12626
T.C. Moore



4-5

EXHIBIT B

Michael C. Ahearn
120 Prospect St, Unit #58
Ridgefield, CT 06877
(203) 482-0069
corneliusahearn@gmail.com

Richard M Palanzo
Public Buildings Superintendent
City of Danbury, Connecticut
53 Newtown Rd
Danbury, CT 06810

November 11, 2013

Dear Mr. Palanzo,

It has come to my attention that the town of Danbury owns a domestic rental property on the Farrington Woods Open Space, commonly referred to as 'the Chow House', which, to date, remains vacant. I'm writing to you to formally introduce myself, state my interest in leasing 'the Chow House', and outline reasons why my habitation there will prove beneficial to town of Danbury.

My name is Michael Ahearn, and I have been a Danbury resident for the vast majority of my 30-year life. I grew up off Great Plain Rd, in Aqua Vista and was educated in the Danbury Public School system at Great Plain Elementary, Broadview Middle School, and Danbury High School. After college, I returned to the area to start a small business, and now manage the service department at a bike shop in Ridgefield. In addition to over 12 years of mountain bike experience and instruction, I'm on the board of directors of Fairfield County's chapter of the New England Mountain Bike Association (FC NEMBA), where I am a Trail School Instructor, group-ride leader, and have personally logged over 1000 hours of trail building and maintenance.

As part of the area's mountain bike advocacy group, I am well versed in both the design and implementation of new trail projects, as well as the rerouting and/or reclamation of eroded or substandard trail segments and have experience working with land managers in Ridgefield, Easton, Redding, Bethel, Southbury, and most recently, Danbury. Under the guidance of Linda Murray at Danbury Parks & Recreation, I am the lead trail builder of FC NEMBA's commission to bring a sustainable multi-use trail network to the Farrington Woods Open Space, which we broke ground on over the summer. To date, and in part due to inclement weather in early summer, we have devoted just under 100 volunteer man-hours of labor to project, though the finished product will, at best guess, require at least 1000 man-hours to produce a finished network of 6-8 miles.

Creating a sustainable trail system is both time and labor intensive, and while I work at least 40 hours a week in the shop, I am currently devoting a considerable portion of my free-time each week to chipping away at this project, with the hope that each 2-3 hour session will bring about its completion that much sooner. Unfortunately, travel to and from the park eats a good portion of the potential time I have, so when I heard about the vacant property on-site at Farrington, in conjunction with my current month-to-month living situation, I thought it couldn't hurt to explore the possibility of making this new park in which I spend so much time also my home.

Up to and upon completion of the trail system's construction, my permanent resident at the front of the park can aid in overseeing visitor traffic, as well as help to ensure motorized vehicles and other unauthorized usage is kept to a minimum. Having grown up next to a community beach that closed at dusk and prohibited certain activities, I am comfortable approaching strangers and politely making them aware of park rules, regulations and closing times, and can readily recognize if/when notification of proper authorities is required. Also, after the park's new trails are built, they may need fairly routine maintenance (brush/tree clearing, remediation of troubled areas, litter removal), which I am also confident I can provide, along with GPS data for the creation of a park trail map.

It has also been made known to me that the town is finding it somewhat difficult to find a suitable tenant for the Chow House, and in conjunction with the aforementioned trailbuilding and stewardship/ranger responsibilities, I believe my leasing of the property on a yearly (or multi-year) basis would prove very beneficial for the town. I was also provided with the lease agreement of the 'existing ranger cottage' at the Bear Mountain Reservation, and with it in mind, I would like to propose the following:

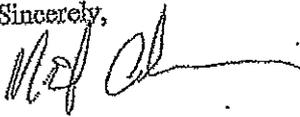
A monthly rental fee of \$450 (not including utilities), paid on the first of each month, for no less than 1 year, which takes into consideration the reduced rent (previous to my involvement) and extensive in-kind services listed below

- * An agreement to continue trail construction of the aforementioned network, and arrange trail work by others under my supervision, and the supervision of FC NEMBA
- * Upon trail system completion, I will GPS-track/map all trails and provide all 'of interest' information needed to produce a complete and suitable trail map
- * Continued maintenance and daily upkeep of the trail system once the construction project is complete
- * The undertaking of all duties set forth in the Bear Mountain Reservation 'ranger cottage' lease agreement such as, but not limited to:
 - o Keeping the parking lot gates (should any eventually be installed) open during all hours in which the facility is open to the public
 - o Distribute trail maps and keep pamphlets in appropriate sign boxes
 - o Check parking lot, morning and evening
 - o Check the Farrington Woods property daily, weather permitting, by walking/riding trails and/or boundaries
 - o Report any violations of the rules and regulations to the appropriate enforcement authorities, including police and the Director of the Department of Recreation
 - o Call appropriate emergency personnel (fire, ambulance, etc.) as needed to respond to emergency situation
 - o Maintain Chow House property and surrounding grounds in a neat, orderly condition
 - o Contact and act as a liaison with the Parks and Recreation Department to obtain services approved by the CITY, including mowing, snow plowing, etc.
 - o Provide the Director of the Department of Parks and Recreation with monthly activity reports in the form and content as reasonably requested from time to time by him; attend Park and Recreation Commission meetings as requested and report on activities at the facility
 - o Open gates (should they be installed) and maintain parking during special events as may be arranged from time to time by the Department of Park and Recreation or the Parks and Recreation Commission
 - o Perform other duties as mutually agreed to from time to time

- o .Notify the Director of the Department of Recreation when I am going to be away for a period of time in excess of seven (7) days

In closing, I believe the Farrington Woods Open Space has the potential to provide the residents of, and visitors to, Danbury with a truly unique natural experience, and my habitation at the town-owned Chow House will, without question, ensure a more timely construction of the new trails and be of continued value to the town once construction is complete. I can also, at your request, provide both character and rental history references that can attest to the trail work claims made herein and my dependability as a tenant. It is my hope you find this proposal suitable, though in the event there is an issue, please let me know. Thank you for your consideration and time, and I look forward to hearing from you soon.

Sincerely,



Michael C. Ahearn



**Evidence of Insurance
Renters Policy**

4-8

<p>We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy.</p> <p>07-BG-B389-2 F Policy Number</p>	<p>Coverage afforded by this policy is provided by:</p> <p>STATE FARM FIRE AND CASUALTY COMPANY 100 STATE FARM PLACE PO BOX 8000 BALLSTON SPA, NY 12020</p> <p>A Stock Company with Home Offices in Bloomington, Illinois</p>
<p>Named Insured and Mailing Address AHEARN, MICHAEL C 125 MILL PLAIN RD DANBURY CT 06811-5194</p>	<p>Automatic Renewal – If the Policy Period is shown as 12 months, this policy will be renewed automatically subject to the premiums, rules and forms in effect each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Leinholder written notice in compliance with the policy provisions or as required by law.</p>
<p>The Policy Period begins and ends at 12:01am Standard Time at the residence premises.</p> <p>02/10/2016 Effective Date 12 Months Policy Period 02/10/2017 Expiration of Policy Period</p>	<p>Deductibles – Section 1 500 ALL LOSSES In case of loss under this policy, the deductible will be applied per occurrence and will be deducted from the amount of the loss. Other deductibles may apply - refer to your policy.</p>
<p>Limits of Liability</p> <p>\$300,000- Liability</p>	<p>Policy Premium \$140.00 Policy Status- Paid</p>
<p>Policy Type B-PERS PROP 25600 C-LOSS USE ACT LOSS</p>	<p>Agent's Name and Address Tom Huse 36 Mill Plain Road Suite 201 Danbury, CT 06811</p>
<p>Location of Premises Same</p>	<p>ADDITIONAL INSURED: City of Danbury 155 Deer Hill Ave Danbury, CT 06810</p>

Countersigned: 17 February 2016

By: Barbara Pouchet 07-0101