

~AD HOC REPORT~
Chow House
Tuesday, September 13, 2016

Chairman Vinny DiGilio called the meeting to order at 6:10 p.m. on Tuesday, September 13, 2016, in the Caucus Room, 3rd Floor, Danbury City Hall, 155 Deer Hill Avenue. Present were Committee Members Colleen Stanley and Fred Visconti. Also present were Ex-Officio Member and Petitioner Joe Cavo; Les Pinter, Deputy Corporation Counsel; Dean Esposito, Mayor's Office Chief of Staff; Austin Samuelson, Special Assistant to the Mayor; Sean Hanley, Public Buildings Superintendent; Deputy Police Chief Shaun McColgan; and Officer Peter Elste.

Mr. DiGilio stated the goal is to review the Chow House lease.

Mr. Cavo provided an overview of the request to release the Chow House at the Farrington Woods property.

Mr. Hanley commented that the house has been recently vacated by the tenant. A new boiler was installed last year, and rent was discussed.

Mr. McColgan discussed his living at Bear Mountain for the last 13 years and commented on gate opening, trails, and the benefit of having a Police Officer living on the property.

Mr. Esposito commented having a Police Officer at the Chow House location would be a deterrent to some of the problems that have occurred in the area.

Mr. Elste commented on the Chow House property, Police presence, his work, his volunteer activities with community youth, and giving back to the City.

Mr. Pinter reported regarding details of the draft lease including a term of 1 year with option to renew, \$700 rent, responsibilities including maintenance, and oil. He compared the Bear Mountain lease, which is actually a 5-year license agreement with federal restrictions and additional tenant duties. Items A-L in the Bear Mountain license agreement do not exist in the Chow House lease for the most part, but can be added if desired. Today, the question is simply whether there is a desire to amend the lease.

Ms. Stanley inquired if duties were added, whether the rent could be reduced, to which Mr. Pinter responded affirmatively.

Mr. Visconti commented on Item J. Special Events, and whether the tenant could handle that. Mr. McColgan noted special events are very limited and if Mr. Elste is working, arrangements could be made to have that covered. Mr. Cavo noted the section without a gate is for access. The Committee discussed adding Items B., C., D., E., L., and K.; performing additional duties mutually agreed upon/as required from time to time; notification of Department of Recreation and Public Buildings/Mr. Hanley if will be gone 7 days or more; distributing trail maps and pamphlets; checking parking lot morning and evening and the property daily, weather permitting; and reporting violations of rules to the proper authorities. The prior tenant was already receiving reduced rent in relation to trail building and for other reasons as well; it was noted Police presence can also be considered for the continued reduced rent of \$700 per month. Mr. Elste responded to Ms. Stanley regarding a move-in date (in October/when mutually agreed upon). Mr. Hanley will paint prior to move-in.

10-1

A motion was made by Councilwoman Stanley, and seconded by Councilman Visconti, in accordance with the Code of Ordinances Section 2-133 and recommend the lease of the Farrington Woods Chow House to Mr. Peter Elste for a period of one year, beginning after the City Council adoption and prior to November 1, 2016 at \$700 per month with a \$700 security, including Bear Mountain License Agreement Items B., C., D., E., K., and L. The motion passed unanimously.

A motion by Councilman Visconti, and seconded by Councilwoman Stanley, that the Ad Hoc Committee be adjourned. The motion passed unanimously at 6:38 p.m.

Respectfully Submitted,

Vinny DiGilio, Chairman

Colleen Stanley

Fred Visconti

10-2

LEASE - CHOW HOUSE

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 PETER ELSTE 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 15th day of October 2016, and terminating on the 14th day of October 2017, for the term rent of Eight Thousand Four Hundred & 00/100 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 Exhibit B - 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.

~ ~ Signatures on following page. ~ ~

10-4

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

Signed, Sealed and Delivered
in the presence of:

CITY OF DANBURY

Witness

Mark D. Boughton, Mayor

LESSEE:

Witness

PETER ELSTE

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

On this the _____ day of September 2016, before me the undersigned officer, personally appeared Mark D. Boughton, who acknowledged himself to be the Mayor of the City of Danbury, a municipal corporation, and that he as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Mayor.

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

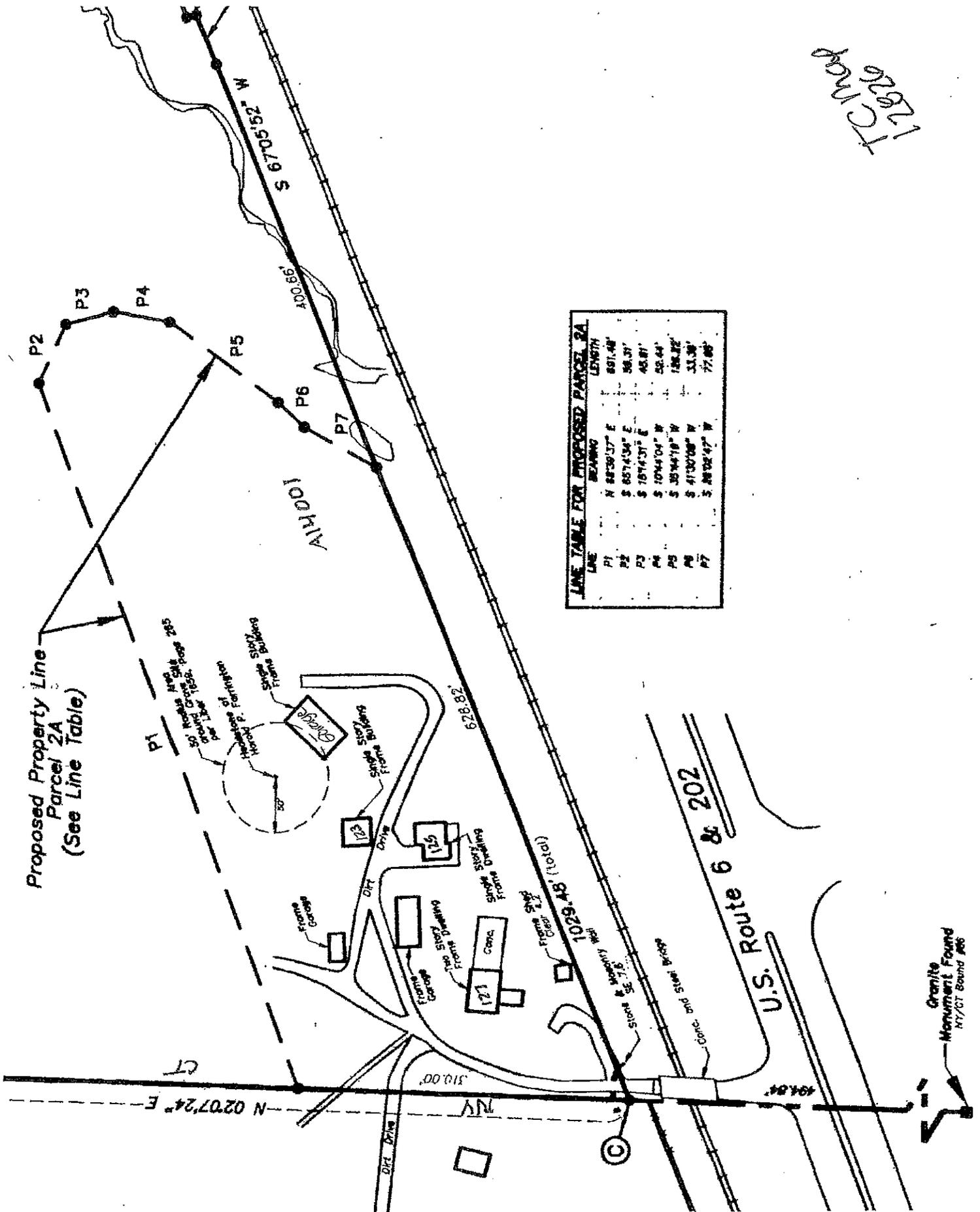
Commissioner of the Superior Court
Notary Public/My commission expires:

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

On this the _____ day of September 2016, before me, the undersigned officer, personally appeared PETER ELSTE, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

Notary Public/My commission expires:
Commissioner of the Superior Court

TC Map
126266



Proposed Property Line
Parcel 2A
(See Line Table)

LINE TABLE FOR PROPOSED PARCEL 2A

LINE	BEARING	LENGTH
P1	N 88°30'37" E	891.48'
P2	S 65°43'54" E	58.37'
P3	S 78°43'31" E	43.81'
P4	S 10°44'04" W	53.44'
P5	S 35°44'18" W	126.22'
P6	S 41°30'08" W	33.38'
P7	S 28°32'47" W	77.85'

P1
50' Width Imp. Call page 205
around Grade 1850.00
per Table

House of Furniture
Horsed P. Furniture
Stone 2 Story
Frame Building

Stone 2 Story
Frame Building

103

105

121

U.S. Route 6 & 202

Granite
Monument Found
NY/CT Bound #66

EXHIBIT B - ADDENDUM TO CHOW HOUSE LEASE

10-6

Between: The City of Danbury, a municipal corporation, LESSOR, and PETER ELSTE, 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.

6. In addition to the monthly payments for said license agreed upon in this Instrument, LICENSEE agrees, as a part of the consideration of this license to undertake the duties set forth below:

- (a) Distribute trail maps and keep pamphlets in the appropriate sign boxes. 107
- (b) Check parking lot, morning and evening.
- (c) Check the Bear Mountain Reservation property daily, weather permitting, by walking the trails and/or boundaries.
- (d) Report any violations of the rules and regulations to the appropriate enforcement authorities, including police and the Director of the Department of Recreation.
- (e) Perform other duties as mutually agreed to from time to time.
- (f) Notify the Director of the Department of Recreation when the LICENSEE is going to be away for a period of time in excess of seven (7) days.

In performing the above duties, the use of firearms or other weapons of any type is expressly prohibited.