

**AD HOC REPORT  
LEASE 84 HOSPITAL AVENUE  
JULY 8, 2008**

Chairman Jack Knapp called the meeting to order at 7:15 p.m. In attendance was committee member Gregg Seabury. Committee member Fred Visconti was unable to attend. Also in attendance was Les Pinter Deputy Corporation Counsel, Antonio Iadarola Director of Public Works, ex-officio member Mary Teicholz, Paul Jaber, Attorney, Dr. Anton Fry, Applicant, and members of the public.

Mr. Knapp stated the charge of the committee was to consider a request to lease land located at 84 Hospital Avenue. Mr. Knapp said the report from the Planning Department was negative and asked Mr. Pinter to explain. Mr. Pinter said that the requirement of state law is to provide a report. The Council would have to override a negative Planning Commission recommendation by a 2/3 vote. Mr. Seabury said that he didn't ever remember going against a Planning recommendation.

Mr. Iadarola said the the property abuts the Broadview Middle School property. The heavily wooded property is 18 feet by 150 feet, and would have a fence that could be mutually accessible. Public Works has no negative referral, but would like Traffic and Public Works to review it.

Mr. Knapp asked about the lease term. Mr. Pinter said the initial lease term is 3 years and yearly after that. The rent is \$2500. Plus a \$1000. scholarship. The Superintendent of Schools has no objection to the proposal.

Mr. Jaber said that the property meets zoning regulations without the additional property, but that Dr. Fry's practice has grown tremendously and could use the extra parking.

Mr. Seabury **moved to recommend to the Council to approve the license agreement with active input from the Director of Public Works and the Traffic Engineer.** Mr. Knapp seconded the motion. **The motion passed unanimously.**

Mr. Seabury **moved to adjourn the meeting at 7:35pm.** Seconded by Mr. Knapp. **The motion passed unanimously**

Respectfully submitted,

\_\_\_\_\_  
Jack Knapp, Chairman

\_\_\_\_\_  
Gregg Seabury

\_\_\_\_\_  
Fred Visconti

**PARKING AGREEMENT LICENSE**

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2008 by and between the **CITY OF DANBURY** ("City"), a municipal corporation, having a principal place of business at 155 Deer Hill Avenue, Danbury, CT 06810 and **MIN-SON, LLC** ("Min-Son"), a Connecticut corporation, having a principal place of business at 84 Hospital Avenue, Danbury, CT 06810.

WHEREAS, Min-Son currently leases premises at 84 Hospital Avenue in the City of Danbury to Comprehensive Psychiatric Care known as CPC Associates, which operates a medical facility located at said site; and

WHEREAS, the business operation of the medical facility has expanded to the extent that additional parking is necessary to serve the patients; and

WHEREAS, the City owns premises adjoining Min-Son's property located on the south known as Broadview Middle School; and

WHEREAS, Min-Son has requested the City to grant it a license to install eleven (11) parking spaces on a strip of land approximately 18 feet, more or less, on the easterly and westerly side and 145 feet, more or less, on the northerly and southerly side ("License Area") pursuant to the terms and conditions set forth herein.

NOW THEREFORE, for One (\$1.00) Dollar and other valuable considerations the parties agree as follows:

1. The City hereby grants a license to Min-Son for the purpose of constructing eleven (11) parking spaces on a strip of land approximately 18 feet by 145 feet (hereinafter referred to as the "Demised Premises") as shown and marked on the attached map for purposes of employee and staff parking for the medical facility.
2. Min-Son agrees to pay the City the sum of Two Thousand Five Hundred Dollars (\$2,500.00) annually for the use of the property. Payment shall be made within 10 days of Min-Son receiving site plan approval from the City to construct said parking spaces and annually thereafter on the same day. This amount shall increase every 2 years beginning on the Commencement Date by five (5%) percent.
3. The term of this Parking Agreement License shall be for a period of three (3) years, commencing on the date when Min-Son obtains site plan approval for the construction of the parking spaces ("Commencement Date"). This Parking Agreement License shall continue on an annual basis thereafter, upon the payment of said sum. Either party may terminate this agreement on any anniversary date after the initial three year term, except, however, the City may terminate this agreement on 90

days' prior written notice during the initial three year term if in its reasonable judgment the License Area is needed for use by the school.

- 4. Min-Son agrees during the entire term of this Agreement that it will at its sole cost and expense carry and maintain comprehensive general liability insurance naming the City as an additional insured with respect to the use and occupation of the parking facility in the minimum amounts of TWO Million and 00/100 Dollars (\$2,000,000.00) each occurrence limit and Two Million and 00/100 Dollars (\$2,000,000.00) general aggregate limit.

In addition Min-Son shall indemnify and hold harmless the City, its elected officials and employees from and against any and all liabilities, judgments, damages arising out of the use of the Demised Premises.

- 5. During the term of this Agreement beginning on the first of June following the Commencement Date, MIN-SON or CPC Associates will provide an annual scholarship to a graduating student in the amount of \$1,000. This scholarship shall be administered through the office of the Superintendent of Schools. Notwithstanding the foregoing, the City may elect to have the \$1,000 paid to it as part of this license fee and terminate the scholarship.
- 6. Broadview Middle School Staff shall be permitted to use the parking area at such time as the spaces are not being used by CPC Associates. Parking in said spaces by Broadview Middle School Staff shall only be allowed during non-business hours of CPC Associates.
- 7. At the City's request, upon termination of this Agreement by either party, MIN-SON agrees to remove the improvements installed by it and to replace the area with a lawn.
- 8. The terms and conditions of this Agreement are guaranteed by Anton Fry, M.D. who is a principal of MIN-SON, LLC.

[signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

MIN-SON, LLC

By: \_\_\_\_\_  
Anton Fry, M.D.  
Its Managing Member

CITY OF DANBURY

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

\_\_\_\_\_  
Anton Fry, M.D.