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CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

ENGINEERING DEPARTMENT
(203) 797-4641
FAX (203) 796-1586

WILLIAM J. BUCKLEY, JR., P.E.
DIRECTOR OF PUBLIC WORKS / CITY ENGINEER

October 6, 2004

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

Dear Mayor Boughton and Common Council Members:

Hatters Park Parking Lot Expansion
Northeast Generating Company License

The City's consulting engineer is in the process of completing plans for and acquiring the various approvals necessary for the expansion of the Hatters Park parking area. This work will involve some regrading, paving, installation of a storm drainage system, etc.

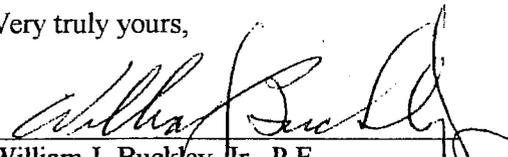
To handle the runoff from this site, a new storm drain is to be installed in East Hayestown Road from Hatters Park to Candlewood Lake.

The discharge of stormwater at the lake requires that the City acquire a license from Northeast Generating Company. Enclosed please find a copy of the Northeast Generation Services September 27, 2004 letter agreement/license for use of property.

We request that the Common Council authorize Mayor Mark D. Boughton to sign this license for use of property. The executed license will be returned to Northeast Generation Services when all required approvals (Common Council, Planning Department, Environmental Impact Commission, etc.) are received.

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

Very truly yours,



William J. Buckley, Jr., P.E.
Director of Public Works/City Engineer

Encl.

C: Eric L. Gottschalk, Esq., with encl.
Dena R. Diorio, with encl.



You must consult with town regulatory agencies and obtain all necessary permits PRIOR to returning this license for final approval.

September 27, 2004

City of Danbury Connecticut
c/o Ronald Haestad, Inc.
37 Brookside Road
Waterbury, CT 06708

Re: License for Use of Property
Adjacent to East Hayestown Rd:

Gentlemen:

In response to your request, Northeast Generating Company (NGC) agrees to permit your use of its above-referenced parcel of land ("Property"), subject to your consent to the following terms:

NO TRANSFER OR RECORDING

1. This License is personal and may not be assigned, transferred or recorded.

TERM

2. This License shall begin on date of final approval and continue from year to year, unless sooner terminated.

TERMINATION

3. We reserve the right to terminate this License after one (1) year from date of issuance by giving ninety (30) days written notice to you. If you desire to terminate the License, you must provide at least 10 days written notice to this Company.
4. Upon termination you must restore the Property to a condition satisfactory to this Company, and remove all your personal property and structures from the Property. Any of your property or structures remaining on the Property after the effective date of termination shall be disposed of by this Company without liability to you for damages. You must reimburse this Company for the expenses of such disposal within thirty (30) days from the date we deliver to you our notice of such expenses.

5. The termination of this License shall not alter or end your obligations to compensate the Company for damage or compensate the Company for disposal of personal property or structures remaining on the Property following the date of termination.

USES

6. This License will allow you to replace the existing storm drainage pipe as more particularly shown and located as shown on the sketches attached to this License as Schedule A & B.
7. Except to the extent described in paragraph 6, you may not permit (i) any excavation, flooding, grading or filling on the Property, (ii) the removal of any timber from the Property.
8. In no event shall you use or store any pollutant or hazardous material on the Property, and you must maintain the property in a safe and lawful manner at all times.

INSPECTION OF THE PROPERTY

9. You agree that you have inspected the Property, find it satisfactory for your use, and are not relying upon any oral or written promises by the Company concerning the conditions of the Property.

OUR USE OF THE PROPERTY

10. Your use of the Property is subject to the Company's right to enter and use the Property for our business purposes. By accepting this License, you release this Company from any liability to you for damages to your property (including but not limited to structures, crops, shrubs or trees) due to this Company's use of the Property for our business purposes.

FEEES AND CHARGES

11. The Administration fee for this License shall be Three Hundred Dollars (\$300.00). Payment should be directed to:
Northeast Generating Company
Land Management Section
143 West Street Extension - Suite E
New Milford, CT 06776
12. In addition to the fee provided for above, you are responsible for any additional charges or taxes incurred by the Company by reason of your use or improvement of the Property. You must reimburse the Company the full amount of such charge or tax within thirty (30) days from the date of our notice to you stating the amounts paid by the Company for such charges or taxes.

INSURANCE

13. For so long as this License is in effect, and as a condition to entering Property, you must provide evidence of at least the following insurance coverage:
 - a. Public liability insurance with limits of at least \$1 million per occurrence/per aggregate for bodily injury and \$1 million per occurrence/per aggregate for property damage.
 - b. All policies shall be endorsed to (i) name the Company, its directors, officers, employees and affiliates as additional insured with respect to any and all third party bodily injury an/or property damage, and (ii) to require that thirty (30) days written notice be given to the Company prior to any cancellation or material change in the policy.

RISK OF INJURY OR DAMAGE

14. The Licensee acknowledges that it has inspected the Property and determined it to be suitable for Licensee's use. The Licensee agrees that it is not relying on any oral or written representations of the Licensor concerning the Property (including but not limited to dimensions, soil conditions, environmental conditions, municipal restrictions, or uses by adjoining or third parties).
15. By your acceptance of this License, you agree to indemnify, defend and hold this Company, its agents, employees, assigns and affiliates harmless from any claim, cost, loss or liability whatsoever for injury to persons (including death) or damage to property caused by your use of the Property.

NOTICES

16. All notices permitted or required to be made by you or the Company will be considered to be received upon personal delivery, or three (3) business days following mailing of a notice by certified mail, postage pre-paid, return receipt requested to:

City Engineer
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Northeast Generation Services, Co.
Land Management Section
143 West Street Extension - Suite E
New Milford, CT 06776
Attention: Robert E. Head

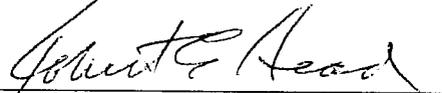
PERMITS

17. You shall at your sole risk and costs, obtain any and all permits, licenses, registrations and approvals required by any governmental agencies and furnish them to Northeast Generation Company prior to receiving final approval and prior to commencing any work.

Your receipt of this document is **ONLY** preliminary approval of your proposed project. Final approval is only given after you have received approval from the appropriate **town regulatory agency / agencies** indicated in the appropriate sign-off space provided below, your signature for acceptance of the terms of the license, furnishing a copy of all permits received with return of both copies of this license and final acceptance signed-off by the company.

If these terms are satisfactory to you, please indicate your acceptance by signing both original copies of this letter and returning them to me, together with a copy of an appropriate insurance certificate, naming Northeast Generation Company as "**ADDITIONAL INSURED**", copies of all permits issued and a check for all fees required. You will have no right to enter or use the Property until one copy of this Letter, **signed as finally approved**, has been returned to you. If you have any questions concerning the licensed rights, please contact Robert Head at (860) 355-6591.

~~Very truly yours,~~



Robert E. Head
Land Management Administrator

Must be signed off as permit issued or waived by the Town / City of _____:

_____ Planning Department	___ Issued	___ Waived
_____ Building Department	___ Issued	___ Waived
_____ Sanitarian/Health Department	___ Issued	___ Waived
_____ Inland/Wetland Commission	___ Issued	___ Waived

ACCEPTED:

Licensee:

Date: _____

Final Approval:

Northeast Generation Services Company
as agent of Northeast Generation Company

By: _____

Date: _____



SCHEDULE 'B'

LAKE
Candlewood

Existing 15-inch
storm drainage

EXIT-6

WOOSTER
CEMETERY

