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# CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

**DENA DIORIO**  
DIRECTOR OF FINANCE

(203)797-4652  
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## MEMORANDUM

TO: Mark D. Boughton via the Common Council

FROM: Dena R. Diorio, Director of Finance & Personnel *Dena*

DATE: March 29, 2005

SUBJECT: Parking Agreement with Danbury Hospital

Attached for your review and consideration is a lease agreement between the City of Danbury and Danbury Hospital for the use of the parking lot at the PAL facility located at 35 Hayestown Road.

Danbury Hospital will begin a large construction project that will interfere with existing parking facilities adjacent to the hospital. As a result, they will need off-site parking for their employees while the construction is on going. The Hospital will use 175 of the 250 available parking spaces for a period of 12 to 15 months. They will provide shuttle buses for the employees to and from the lot. They will be using the lot on weekdays only from 6:00AM to 6:00 PM and will not interfere with evening activities at PAL or those that visit Candlewood Lake Park and use the lot on the weekends.

Due to the time sensitive nature of the project, I would appreciate anything you can do expedite your review and approval of the agreement.

Please feel free to contact me should you require any additional information. Thank you.

C: Morris Gross, Danbury Hospital

## PARKING AGREEMENT

AGREEMENT made this \_\_\_\_\_ day of May, 2005 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 The **DANBURY HOSPITAL** ("Hospital"), a Connecticut corporation, having a principal place of business at 24 Hospital Avenue, Danbury, CT 06810.

WHEREAS, the Hospital is currently in the process of obtaining permits and will then commence the construction of a parking garage on premises located near the corner of Locust Avenue and Osborne Street in the City of Danbury, County of Fairfield, State of Connecticut; and

WHEREAS, during such process the Hospital will be required to relocate a parking lot which currently exists in the area of the proposed construction; and

WHEREAS, the City owns premises located at 35 Hayestown Road, Danbury, CT known as the PAL Recreational Facilities which premises contain an extended parking area; and

WHEREAS, the Hospital has requested the City to lease certain parking spaces located at the PAL Facility ("Demised Premises"), pursuant to the terms and conditions set forth herein.

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

1. The City hereby leases to the Hospital 175 parking spaces located at the Demised Premises for purposes of Hospital Employee parking. The City reserves the right to identify what spaces may be used by the Hospital
2. The Hospital agrees to pay the City the sum of Seventeen and 50/100 Dollars (\$17.50) per month per parking space. The rental amount will be based on 175 spaces to be used by the Hospital.
3. The term of this Parking Agreement shall be for a period of fifteen (15) months commencing on the date when the Hospital obtains a building permit for construction of the garage and terminating fifteen (15) months thereafter. The Hospital shall have the right to extend the term an additional four (4) months if the Hospital parking garage is not completed. The Hospital may terminate this Agreement at any time upon thirty (30) days written notice to the City.
4. The hours of operation for parking of any cars pursuant to this Agreement shall be on a Monday through Friday basis from 6:00 a.m. through 6:00 p.m. daily.
5. The Hospital will provide shuttle bus service to and from the PAL Facility to the Hospital.

6. The Hospital 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 including personal injury liability with respect to the use and occupation of the parking facility in the minimum amounts of One Million and 00/100 Dollars (\$1,000,000.00) each occurrence limit and Two Million and 00/100 Dollars (\$2,000,000.00) general aggregate limit.

In addition the hospital shall indemnify and hold harmless the City, its elected officials and employees from an against any and all liabilities, judgments, damages arising out of the use of the parking facility by the hospital or any of its employees.

7. The City agrees to keep the parking facility open during the hours of the scheduled use of the Hospital as set forth above and to maintain the parking area (including snow removal) in good condition and to keep the same adequately lighted during the Hospital's hours of parking as the same may be reasonably required.

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

**DANBURY HOSPITAL**

By: \_\_\_\_\_

**CITY OF DANBURY**

By: \_\_\_\_\_