

Ad Hoc Committee  
Chow House at Farrington Woods  
January 27, 2014

(14)

Chairman Jack Knapp called the meeting to order at 6:30 PM

**COMMITTEE MEMBERS PRESENT:** Chairman Jack Knapp, Mike Haddad and Paul Rotello

**ALSO PRESENT:** Laszlo Pinter, Deputy Corporation Counsel, Rick Palanzo, Director of Public Buildings, and Petitioner Mike Ahearn

Members of the public included Ex-Officio members Philip Curran, John Priola, Gregg Seabury and Fred Visconti

Les Pinter said the letter from the Mayor to the Council is that they consider an alternative proposal for the rental of the property because of the difficulty in acquiring a tenant for the original value that the City had hoped for. The proposal is to lease the premises in exchange for oversight and caretaking services on the property, the rental amount will be lower than originally hoped for. The standard lease would be similar to what is in place at Bear Mountain, it is a license not a lease. A standard lease would allow the City to lease the property for the specified value. In addition to the specified value there are conditions that Mr. Ahearn agrees to abide by which are set forth in his letter. The original amount for rent was at \$1,300 per month and Mr. Ahearn came back with the amount of \$450 and the offer of services to provide oversight. Mr. Knapp stated he is concerned with the drop in the amount. (Nick Kaplanis, Director of Park and Rec and Ex-officio member John Priola had just arrived). Rick Palanzo explained the layout of the rental property which is twelve to thirteen hundred square feet. Mr. Rotello asked how the property was advertised for rent. The committee discussed the other houses on the property and what will be done to repair them and who takes care of the grounds. Even though it has buildings on it, it is still considered a park to be maintained by Park and Rec. This will be a lease agreement as opposed to a license agreement. Bear Mountain is a license agreement because there are stipulations in the purchase of the property which requires a license. Mr. Curran asked that this request be supported. Mike Ahearn answered questions about his plans with NEMBA for bike trails and explained how that would be done. The standard lease requires a two month security deposit. Mr. Visconti asked that the committee support this as did Mr. Kaplanis.

**After further discussion, A motion was made by Mike Haddad, seconded by Paul Rotello that the committee recommend a lease arrangement with Mr. Ahearn for the Chow House at Farrington Woods with the terms and rental amount to be determined through negotiations with Corporation Counsel, Director of Buildings and the Director of Park and Recreation. The motion passed unanimously.**

**Mr. Rotello made a motion, seconded by Mr. Haddad to adjourn at 7:06 PM.**

Respectfully Submitted,

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

\_\_\_\_\_  
Mike Haddad

\_\_\_\_\_  
Paul Rotello

LEASE - CHOW HOUSE

14-1

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 February 2014, and terminating on the \_\_\_\_ day of February 2015, 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.

It is the further understanding and agreement of the parties that in the event of the departure, refusal to pay or any other cause or breach of the obligation to pay rent by any individual LESSEE, the other LESSEE shall be individually responsible and continue to be responsible for the entire rent as if that LESSEE were the sole LESSEE.

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 February 2014.

Signed, Sealed and Delivered  
in the presence of:

CITY OF DANBURY

\_\_\_\_\_  
Witness

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

ADDENDUM TO CHOW HOUSE LEASE

14-3

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.

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Other Lands  
of  
Bock O'Byrne, Inc.

EXHIBIT A

County of Putnam

County of Fairfield

Town of Southeast

City of Danbury

Proposed Property Line  
Parcel 2A  
(See Line Table)

LINE TABLE FOR PROPOSED PARCEL 2A

LINE NO.	DESCRIPTION	BEARING	DISTANCE
1	...	...	...
2	...	...	...
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50	...	...	...

U.S. Route 6 & 202

map # 12826

INSITE

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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**

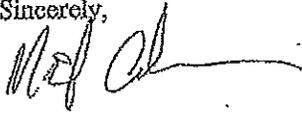
- An agreement to continue trail construction of the aforementioned network, and arrange trail work by others under my supervision, and the supervision of FC NEMBA
- \* Upon trail system completion, I will GPS-track/map all trails and provide all 'of interest' information needed to produce a complete 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

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- 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

LESSEE:

14-81

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Michael C. Ahearn

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

On this the \_\_\_\_\_ day of February 2014, 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 February 2014, before me, the undersigned officer, personally appeared Michael C. Ahearn, 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  
Commissioner of the Superior Court