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**CITY OF DANBURY  
PARKS AND RECREATION  
DEPARTMENT**

HATTERS COMMUNITY PARK  
7 EAST HAYESTOWN ROAD  
DANBURY, CONNECTICUT 06811

NICK KAPLANIS, DIRECTOR  
TEL. (203) 797-4632  
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Mayor Mark D. Boughton  
Members of the City Council  
City of Danbury  
155 Deer Hill Avenue  
Danbury CT 06810

April 27, 2015

Re: Lease of Bear Mountain Reservation Cottage

Dear Mayor Boughton and Council Members:

The lease for The Bear Mountain Cottage, located on 19 Bear Mountain Rd is up for renewal. The current licensee Shaun McColgan has lived in the cottage for the last nine years and is willing to sign a new five (5) year lease.

Mr McColgan who is now the Deputy Chief with the Danbury Police Dept. has been an excellent tenant and it would be beneficial to the City to offer a longer term lease. His presence has a positive influence on the safety of the reservation and all of the users of the park. The Conservation Commission also endorses Mr McColgan as a tenant on the property. The value of the lease over the five year period has a value of \$37,000.00 plus CPI increases over the period of the contract.

I request the Council approve the lease agreement as submitted by Corporation Council's office.

If you require any additional information please do not hesitate to contact me.

Sincerely,

Nicholas Kaplanis  
Director of Recreation

LICENSE AGREEMENT

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THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_ 2015, by and between the CITY OF DANBURY, 155 Deer Hill Avenue, Danbury, Connecticut (hereinafter "CITY") and SHAUN J. McCOLGAN, of the City of Danbury, County of Fairfield and State of Connecticut, (hereinafter "LICENSEE");

WHEREAS, CITY is owner of a dwelling known as 19 Bear Mountain Road, Bear Mountain Reservation, known and designated as "existing ranger cottage" on a map attached hereto as "Exhibit A";

WHEREAS, the LICENSEE wishes to occupy said existing ranger cottage subject to the terms and conditions provided for herein;

WITNESSETH

THAT CITY hereby grants a license to said LICENSEE to use the existing ranger cottage as above referenced as a personal residence for a period of five (5) years, through June 30, 2020, from the effective date hereof. As consideration for this license, the LICENSEE shall make the following monthly payments to the CITY

7/1/15 – 6/30/16	\$624.04 (plus year 1 CPI)
7/1/16 – 6/30/17	\$624.04 (plus years 1 & 2 CPI)
7/1/17 – 6/30/18	\$624.04 (plus years 1, 2 & 3 CPI)
7/1/18 – 6/30/19	\$624.04 (plus years 1, 2, 3 & 4 CPI)
7/1/19 – 6/30/20	\$624.04 (plus years 1, 2, 3, 4 & 5 CPI)

payable on or before the first of each month of the license period. The LICENSEE shall have a right of first refusal with respect to the license of the ranger cottage, should such a license be offered by the CITY during the 2020 calendar year. Rent is due on or before the first day of each month of the lease period.

AND THE CITY covenants with the said LICENSEE that it has good right to grant a license for said premises in the manner aforesaid and that it will suffer and permit said LICENSEE (he keeping all the covenants on his part, as hereinafter contained) to occupy and enjoy said premises during the term aforesaid, without hindrance or molestation from the CITY.

AND THE SAID LICENSEE covenants with the said CITY to use said premises in the manner aforesaid, and to pay the consideration therefor as hereinbefore agreed, 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 license, nor sublicense a part or the whole of said licensed premises, nor make alterations therein, nor use the same for any purpose but that hereinbefore authorized, without written permission from said CITY but will deliver up the same at the expiration or sooner termination of his license 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 if the said monthly payments for said license shall remain unpaid ten (10) days after the same shall become payable as aforesaid, or if the said LICENSEE shall assign this license, or sublicense the whole or any part of said licensed premises, or use the same for any purpose but that hereinbefore authorized, or make any alteration therein without the consent of the CITY in writing, or shall commit waste or suffer the same to be committed on said premises, or injure or misuse the same, then this license shall thereupon, by virtue of this express stipulation expire and terminate, and the CITY may, at any time thereafter, re-enter said premises and resume the use thereof in the manner prescribed by the statute relating to summary process to the extent that said statute is applicable, it being understood that no demand for license payments, and no re-entry for condition broken, as at common law was applicable to leasehold interests, shall be necessary to enable the CITY to resume the use of the premises pursuant to said statute relating to summary process, if applicable, or any other applicable statute, but that all right to any such demand, or any such re-entry is hereby expressly waived by the said LICENSEE.

AND IT IS FURTHER AGREED between the parties hereto, that whenever this license shall terminate either by lapse of time or by virtue of any of the express stipulations herein, the said LICENSEE hereby waives all right to any notice to quit possession, as prescribed by the statute relating to summary process to the extent that said statute may apply to termination of this license.

AND IT IS FURTHER AGREED that in case the said LICENSEE shall, with the written consent of the said CITY endorsed hereon, or on the duplicate hereof, at any time continue to use the said premises beyond the period above specified as the termination of this license, then the said LICENSEE shall continue the use of said premises upon the same terms, and under the same stipulations and agreements as are in this Instrument contained, and no such continued use by said LICENSEE shall operate to renew this license without such written consent of CITY.

AND IT IS FURTHER AGREED between the parties hereto, that the LICENSEE agrees to comply with and to conform to all the laws of the State of Connecticut, and the by-laws, rules and regulations of the City of Danbury within which the premises hereby licensed are situated, relating to health, nuisance, fire, highways and sidewalks, so far as the premises hereby licensed are or may be concerned; and to save the CITY harmless from all fines, penalties and costs for violation of or non-compliance with the same, and that said premises shall be at all times open to the inspection of said CITY and its agents, and for necessary repairs.

AND IT IS FURTHER AGREED that the said LICENSEE is to pay the water rates, or rent, for all water used and consumed on said licensed premises during the term aforesaid, in addition to the consideration hereinbefore provided for.

AND IT IS FURTHER AGREED between the parties to these presents, that in case the building erected on the premises hereby licensed shall be partially damaged by fire or otherwise, the same shall be repaired as speedily as possible at the expense of the said CITY; that in case the damage shall be so extensive as to render the building or premises unusable, the license payments 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 monthly payments shall be paid up to the time of such destruction and then and from thenceforth this license shall cease and come to an end.

If the whole or any part of the 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 license shall cease and terminate from the date of title vesting in such proceeding and LICENSEE shall have no claim against CITY for the value of any un-expired term of said license.

AND LICENSEE 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 LICENSEE covenants that in the event the CITY is required to employ an attorney in order to enforce a provision of this license, the LICENSEE shall pay a reasonable attorney's fee.

AND THE LICENSEE FURTHER AGREES AS FOLLOWS:

1. To pay a security deposit in the amount of one month's license payment which shall be deposited with CITY as security for LICENSEE'S faithful performance of his obligations hereunder.
2. In the event that LICENSEE'S employment is terminated by CITY, notification to LICENSEE of such termination shall operate as thirty (30) days notice of termination of this agreement.
3. LICENSEE shall be responsible for payment of utilities.

4. 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) Keep the parking lot gates open during all hours in which the facility is open to the public.
- (b) Distribute trail maps and keep pamphlets in the appropriate sign boxes.
- (c) Check parking lot, morning and evening.
- (d) Check the Bear Mountain Reservation property daily, weather permitting, by walking the trails and/or boundaries.
- (e) Report any violations of the rules and regulations to the appropriate enforcement authorities, including police and the Director of the Department of Recreation.
- (f) Call appropriate emergency personnel (fire, ambulance, etc.) as needed to respond to emergency situations.
- (g) Maintain the ranger cottage and surrounding grounds in a neat, orderly condition.
- (h) Contact and act as a liaison with the Parks and Recreation Department to obtain services approved by the CITY, including mowing, snow plowing, etc.
- (i) Provide the Director of the Department of Parks and Recreation with monthly activity reports in the form and content as reasonable requested from time to time by him; attend Parks and Recreation Commission meetings as requested and report on activities at the facility.
- (j) Open gates and maintain parking during special events as may be arranged from time to time by the Department of Parks and Recreation or the Parks and Recreation Commission.
- (k) Perform other duties as mutually agreed to from time to time.
- (l) 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.

(Signatures on following page)



