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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

REPORT

October 4, 2005

Mayor Mark D. Boughton
Members of the Common Council

Re: **Rockwood Lane Access**

The Common Council Committee appointed to review a request for access to Rockwood Lane met on September 13, 2005 at 7:00 P.M. in the Third Floor Caucus Room in City Hall. In attendance were committee members Diggs, Riley and Saadi. Also in attendance were Director of Public Works William Buckley, Deputy Corporation Counsel Eric Gottschalk, the petitioner Vinny Dascano and his attorney, Sal Chieffalo and Council Member Mary Teicholz, ex-officio.

Ms. Diggs noted the positive recommendation from the Planning Commission. Mr. Buckley stated that Paul DeFabritis asked to purchase this property in April 2001. He said that he sees no value for the City to retain this parcel. It was obtained by a tax foreclosure. It is landlocked and is not surrounded by any other City property. The Common Council voted to declare this parcel surplus on July 3, 2001. He does not know why the sale did not happen. He does not recommend giving an easement. It is a liability for the City to retain it.

Attorney Gottschalk stated that in September 2001, the City obtained a fair market value price of \$20,000 and that was the last the City heard from Mr. DeFabritis. The Common Council can vote to sell the property outright or can sell it through the bidding process. If you chose to grant driveway rights, you would have to have the Director of Public Works address additional elements. Attorney Chieffalo stated that his client already has the right to pass and repass granted in the early part of the century. He is looking for some driveway rights, but would not be averse to buying this property in the future. Right now he needs an easement to install utilities.

Mr. Riley asked if an easement were granted, would language be added to the easement agreement to make sure the City would not be held liable?

Attorney Chieffalo stated that his client would be glad to provide proof that he has a five million dollar liability policy.

Mr. Saadi asked if Mr. DeFabritis has stated expressly that he does not want to purchase the property? Attorney Gottschalk said he did not hear from him in 2001. When Mr. Dascano submitted his petition it got Mr. DeFabritis's attention. He prepared a letter for the agenda requesting that he be permitted to acquire the land and then he withdrew the letter. Mr. Dascano stated that he and Mr. DeFabritis agreed that in the future they would share the \$20,000 cost, but they need the utilities now.

Mr. Riley made a motion to recommend that the petitioner be granted an easement as requested with the stipulation that the Engineering Department add language to the easement agreement protecting the City from all liability now and in the future. Seconded by Mr. Saadi.

Mr. Saadi asked Mr. Buckley if he had any additional concerns? Mr. Buckley stated that there is a list in the easement agreement. Mr. Buckley asked if the easement is being given for free? Attorney Chieffalo said he had a conversation with Attorney Gottschalk and the six points have been addressed and will be in addressed in writing before the granting of the easement. Attorney Gottschalk said that all points of concern are identified in the May 17th report and none of them reflects a deal breaker. He has a fair level of confidence that each address can be appropriately addressed by letter or in the document.

Mr. Saadi made an amendment to the motion to require that the six points raised by Mr. Buckley are adequately addressed prior to the granting of the easement. Seconded by Mr. Riley. Motion to amend passed unanimously. Main motion, as amended, passed unanimously.

Respectfully submitted,

N. JANE DIGGS, Chairman

ROBERT RILEY

THOMAS SAADI