

COMMON COUNCIL MEETING AGENDA

FEBRUARY 1, 1983

Meeting is called to order at 8:00 O'Clock P.M. by the honorable Mayor, James E. Dyer.

PLEDGE OF ALLEGIANCE TO THE FLAG

PRAYER

ROLL CALL

Council Members - Elder, Gallo, McGarry, Foti, Torcaso, Eriquez, Esposito, Repole, Zotos, Eppoliti, McManus, DaSilva, Torian, White, Cassano, Charles, Boynton, Merullo, Butera, Evans, Farah.

17 PRESENT 5 Absent.

NOTICES FROM MAYOR DYER

CONSENT CALENDAR

The Consent Calendar was

MINUTES - Common Council Meeting held on January 4, 1983

The Minutes were

01 CLAIMS ✓ Virginia Lennon - Jack Barata - Gloria Pinckney - C.J. Ferrarone - Mrs. John Poodiack - Ronald Cannavaro - Edward A. Wicks - M. Stein

The Claims to be referred to the Claims Committee and Assistant Corporation Counsel for Claims - Attorney Terry L. Sachs.

02 RESOLUTION ✓ - To apply for a Grant to purchase a snowblower for the Airport

The Resolution was

03 RESOLUTION & CERTIFICATION ✓ - To update Runway Lighting System at the Danbury Airport

The Resolution was

04 RESOLUTION ✓ - To Authorize the Youth Commission to apply for a Grant for funds for a musical at D.H.S.

The Resolution was

05 RESOLUTION ✓ - Job Training Partnership Act.

The Resolution was

COMMON COUNCIL MEETING AGENDA
FEBRUARY 1, 1983

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- 06 ✓
COMMUNICATION - Request to consider exempting the Board of Education from paying Landfill user fees.
The Communication was
- 07 ✓
COMMUNICATION - Request for transfer of funds to Civil Service Budget.
The Communication was
- 08 ✓
COMMUNICATION - Request for additional funds for the Welfare Department.
The Communication was
- 09 ✓
COMMUNICATION & CERTIFICATION - Request for transfer of funds for the Ordinance Account
The Communication was accepted and transfer of funds authorized.
- 010 ✓
COMMUNICATION - Request of Laurem Realty for extension of sewers for Farview Condominiums.
The Communication was referred to
- 011 ✓
COMMUNICATION - Request of Jules Lang for Sewer & Water on Crows Nest Lane.
The Communication was referred to
- 012 ✓
COMMUNICATION - Request of BRT Corp for Sewer & Water - Beaver Brook Road.
The Communication was referred to
- 013 ✓
COMMUNICATION - Surplus Buildings at D.H.S.
The Communication was
- 014 ✓
COMMUNICATION - Exemption for Board of Education from Landfill user fees.
The Communication was
- 015 ✓
COMMUNICATION - Appointment of a Director of Personnel
The Communication was accepted and appointment confirmed.
- 016 ✓
COMMUNICATION - Appointment of a Probationary Police Officer.
The Communication was accepted and appointment confirmed.

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017 ✓
COMMUNICATION - Appointment to the Conservation Commission

The Communication was accepted and appointment confirmed.

018 ✓
COMMUNICATION - Appointments & Re-appointments to the Fair Rent Commission.

The Communication was accepted and appointments & re-appointments confirmed.

019 ✓
COMMUNICATION - Re-appointments to the Redevelopment Agency

The Communication was accepted and re-appointments confirmed.

020 ✓
COMMUNICATION - Re-appointments to the Cultural Commission.

The Communication was accepted and re-appointments confirmed.

021 ✓
COMMUNICATION - Resignation of an Alternate from the Zoning Commission.

The Communication was accepted -

022 ✓
COMMUNICATION - Appointment of an Independent Auditor

The Communication was

023 ✓
DEPARTMENT REPORTS

Fire Chief	Housing Inspector
Fire Marshal	Aviation Commission
Police Department	Commission on Aging
Health Inspector	Librarian
High Blood Pressure Program	
Coordinator of Environmental & Occupational Health Services.	

Motion made to dispense with the reading of Department Reports as all members have copies which are on file in the Office of the City Clerk for public inspection. Reports to be accepted as submitted.

AD HOC COMMITTEE REPORTS

024 ✓
REPORT - To abandon a portion of Backus Avenue.

SOLUTION
The Report was

025 ✓
REPORT - Request from Housing Authority re: property at Mill Ridge.

The Report was

COMMON COUNCIL MEETING AGENDA

FEBRUARY 1, 1983

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026

REPORT ✓

- Lease of Office Space for Health Department.

The Report was

027

REPORT ✓

- Water Rates for Fire Protection

The Report was

028

~~REPORT~~

~~To abandon a section of Old Great Plain Road~~

The Report was WITHDRAWN

029

REPORT &
RESOLUTION ✓

- ? Acceptance of Raquel Drive

The Report was accepted and Resolution adopted.

030

REPORT ✓

- Petition to accept Westminster Woods, Cannonball Dr. & Marc Rd.

The Report was

031

REPORT ✓

- Denial of Acceptance of Westview, Fleetwood & Valleyview Drives

The Report was

032

REPORT &
CERTIFICATION ✓

- Funds for Office of the Corporation Counsel

The Report was accepted and transfer of funds authorized.

033

REPORT &
CERTIFICATION ✓

- Funds to refurbish Richter House

The Report was accepted and funds authorized.

034

REPORT &
CERTIFICATION ✓

- Funds for a car for the Planning Department.

The Report was accepted and funds authorized.

035

REPORT ✓

- Land Acquisition Committee re: Land on Main Street.

The Report was

036

REPORT ✓

Request for funds for T-Shirts

The Report was

COMMON COUNCIL MEETING AGENDA

February 1, 1983

Page 5

037 ✓
REPORT - Request of Raymond & Madaline Jowdy for sewers - Golden Hill Rd.

The Report was

038 ✓
REPORT & CERTIFICATION - Funds for Labor Negotiations

039 ✓
REPORT & RESOLUTIONS - Sewer & Water Connections - Conrail Property.

The Report was

040 ✓
REPORT & RESOLUTION - Sewer Assessments for Morningside Heights Area Project Part I

The Report was

041 ✓
REPORT - Appointments & Re-appointments to the Equal Rights & Opportunities Commission - Youth Commission & Parks & Rec. Comm.

The Report was accepted and appointments & re-appointments confirmed.

042 ✓
REPORT & RESOLUTION - Lease between the City of Danbury and the Business Aircraft Center, Inc.

The Lease was

43 ✓
Report - Request for overtime funds for Fire Dept.

PUBLIC SPEAKING SESSION

There being no further business to come before the Common Council a motion was made by _____ & seconded by _____ for the meeting to be adjourned at _____ O'Clock P.M.

- 01 - CLAIMS
- 02 - RESOLUTION - To apply for a Grant to purchase a snowblower for the Airport ✓
- 03 - RESOLUTION = To update Runway Lighting System at Airport
- 04 - RESOLUTION - To authorize the Youth Commission to apply for a Grant.
- 05 - RESOLUTION - Job Training Partnership Act
- 06 - Request from Bd. of Ed for exemption from paying Landfill user fees.
- 07 - Request for transfer of funds to Civil Service Budget
- 08 - Request for additional funds for the Welfare Department
- 09 - Request for transfer of funds for the Ordinance Account.
- 10 - Request of Laurem Realty for ext. of sewers for Farview Condos. ✓
- 11 - Request of Jules Lang for Sewer & Water on Crows Nest Lane. ✓
- 12 - Request of BRT Corp. for sewer & water - Beaver Brook ✓
- 13 - Surplus Buildings at DHS
- 14 - Exemption for Board of Education from Landfill user fees. ✓
- 15 - Appointment of a Director of Personnel ✓
- 16 - Appointment of a Probationary Police Officer
- 17 - Appointment to the Conservation Commission
- 18 - Appointments & re-appointments to the Fair Rent Commission
- 19 - Re-appointments to the Redevelopment Agency
- 20 - Re-appointments to the Cultural Commission
- 21 - Resignation of an Alternate on the Zoning Commission
- 22 - Appointment of an Independent Auditor
- 23 - Department Reports
- 24 - Report - To abandon a Portion of Backus Avenue
- 25 - Report - Request from Housing Authority re: property at Mill Ridge
- 26 - Report - Lease of Office Space for Health Dept.
- 27 - Report - Water Rates for Fire Protection
- 28 - Report - To abandon a section of Old Great Plain Rd.
- 29 - Report & Resolution - Acceptance of Raquel Drive
- 30 - Report - Petition to accept Westminster Woods, Cannonball Dr. & Marc. Rd.
- 31 - Report - Denial of acceptance of Westview, Fleetwood & Valleyview Drives
- 32 - Report & Certification - Funds for Office of the Corporation Counsel.
- 33 - Report & Certification - To refurbish Richter House
- 34 - Report & Certification - Car for Planning Dept.
- 35 - Report - Land Acquisition Committee re: Land on Main St.
- 36 - Report - Request for funds for T-shirts
- 37 - Report - Sewers for Golden Hill Rd.
- 38 - Report & Certification - Funds for Labor Negotiator
- 39 - Report & Resolutions - Sewer & Water Connections - ConRail property
- 40 - Report & Resolurion - Sewer Assessments for Morningside Hgts.
- 41 - Report - Appointments & re-appointments to Equal Rights etc.
- 42 - Report - Lease between the City of Danbury & BAC Inc.

CONSENT CALENDAR

COMMON COUNCIL MEETING AGENDA 2/1/1983

- 03 - Resolution - To update runway lighting system at the Danbury Airport
- 05 - Resolution - Job Training Partnership Act.
- 09 - Communication & Certification - Transfer of funds to Ordinance Account.
- 015 - Communication - Appointment of a Director of Personnel
- 016 - Communication - Appointment of a Probationary Police Officer.
- 017 - Communication - Appointment to the Conservation Commission.
- 018 - Communication - Appointments & Re-appointments to the Fair Rent Commission
- 019 - Communication - Re-appointments to the Redevelopment Agency
- 020 - Communication - Re-appointments to the Cultural Commission.
- 021 - Communication - Resignation of an Alternate from the Zoning Commission.
- 022 - Communication - Appointment of an Independent Auditor.
- 025 - Report - Request from Housing Authority re: Property at Mill Ridge.
- 026 - Report - Lease of Office Space for Health Department.
- 027 - Report - Water Rates for Fire Protection.
- ~~028 - Report - To abandon a section of Old Great Plain Road.~~
- 029 - Report & Resolution - Acceptance of Raquel Drive.
- 030 - Report - Petition to accept Westminster Woods, Cannonball Dr. & Marc Rd.
- 031 - Report - Denial of Acceptance of Westview, Fleetwood & Valleyview Drives
- 032 - Report & Certification - Funds for Office of the Corporation Counsel.
- 034 - Report & Certification - Funds for a car for the Planning Department.
- 035 - Report - Land Acquisition Committee re: Land on Main Street.
- 036 - Report - Request for funds for T-Shirts.
- 037 - Report - Request of Raymond & Madaline Jowdy for sewers - Golden Hill Rd.
- 038 - Report & Certification - Funds for Labor Negotiations
- 039 - Report & Resolutions - Sewer & Water Connections - Conrail Property
- 040 - Report & Resolution - Sewer Assessments for Morningside Heights Area
Project Part I
- 041 - Report - Appointments & Re-appointments to the Equal Rights &
Opportunities Commission - Youth Commission & Parks & Rec. Comm.
- 042 - Report - Lease between the City of Danbury and the Business Aircraft
Center, Inc.

ELECTRIC SNAKE INC.

SEWER & DRAIN SERVICE

P.O. Box 75 - Brewster, N. Y. 10509

279-7315 — 762-5080

Barata
22 Crescent Dr
Cort

FREE SERVICE FROM DATE OF JOB 1-8-88 FOR SNOWS
ON PIPES DESCRIBED BELOW.

~~\$65.00~~ Manhole out
100ft 1-4" $\frac{1}{4}$ "

Customer Signature

Mrs. J. Barata

Job completed satisfactorily



Miss Virginia Lennon
Point Driftwood
Danbury, Ct., 06810

January 11, 1983

s. E. Crudginton, City Clerk
Danbury City Hall
55 Deerhill Ave.
Danbury, Ct., 06810

D/A January 10, 1983

Dear Ms. E. Crudginton:

I tripped on a very rough sidewalk in front of
Roberts Ave. school on Seventh Ave.. I fell on my
right side sustaining contusions and abrasions of
the right knee, hand, cheek bone and chipping a front
tooth at approximately 2:45PM.

I was treated at Danbury Hospital and released.
I have a dental appointment at 10:30AM on January 11
with Dr. D. L. Gardner.

I will forward the bills as soon as received.

Very Truly Yours

Virginia Lennon

Virginia Lennon

L/VL

RECEIVED
JAN 17 1983
OFFICE OF CITY CLERK

H V RADIOLOGY ASSOC.
 1 MEDICAL CENTER DR.
 DANBURY CT 06810

PAYMENTS AFTER THIS DATE WILL
 APPEAR NEXT MONTH. IF YOU HAVE
 QUESTIONS CALL 203-797-1770
 STATEMENT OF ACCOUNT

MO. DAY YR
 11 20 82
 00005610
 000016653
 ACCOUNT NO

FROM:

TO:

MAKE CHECKS PAYABLE TO:

H.V.R.A.
 1 MEDICAL CENTER DRIVE
 DANBURY, CT. 06810

PINCKNEY, GLORIA M
 SHELTER ROCK RD
 DANBURY, CT
 06810

PLEASE CHECK IF ABOVE ADDRESS IS INCORRECT AND INDICATE CHANGE ON REVERSE SIDE.

TO INSURE PROPER CREDIT TO YOUR ACCOUNT DETACH THIS PORTION AND RETURN WITH YOUR PAYMENT \$

AMOUNT ENCLOSED

DATE MO. DAY	CODE	SERVICE CODE	MOD.	DESCRIPTION	FOR	CHARGES OR DEBITS	PAYMENTS OR CREDIT
10 21				PREVIOUS BALANCE			
10 29	49	07307 00		XRAY ANKLE	SELF	54.00	

OVER 120 DAYS	90-120 DAYS	60-90 DAYS	30-60 DAYS	CURRENT	AMOUNT DUE
				54.00	54.00

PINCKNEY, GLORIA M

STATEMENT
 DATE
 11 20 82

THIS STATEMENT NOT SUFFICIENT

RECEIVED

JAN 19 1983

OFFICE OF CITY CLERK

22 Crescent Dr.
Danbury, Conn.
06810

Danbury City Hall
Attn: City Clerk

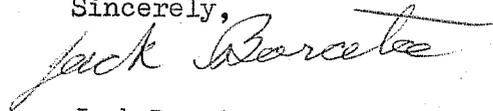
Dear Sir:

On Sat., January 8, 1983 we called the Electric Snake people because our basement was full of sewer water. After cleaning out the pipes, the sewer water was still there, in fact it was getting deeper. The plumber said the problem was in the street. When we finally got someone from the city to come down and remove the manhole cover, the problem was evident, the sewage was up to the top. Other neighbors came out and said they also had sewer water in their cellars, the smell was awful.

After they pumped out the street the water wentttdown. Since the city was at fault for not maintaining the drain, I feel the city should reimburse me for my plumbing bill, a copy of the bill is enclosed.

As we are the lowest house on the street, we got the worst of it, since everything drained downward toward us.

Sincerely,



Jack Barata

Enc.

RECEIVED

JAN 13 1983

OFFICE OF CITY CLERK

City of Danbury, Jan. 7, 1982

Upon entering my car on Oct. 29th. 1982 opposite St. Peters School on Main St. I fell. My foot went into a hole near the parking meter, and I went down. I was in very severe pain in my left ankle. I had to seek emergency treatment at the Primary Care Center in Danbury. (Bill enclosed) I had to be X-Rayed. (Bill enclosed) I was on crutches for 1 week cancelling work and social arrangements.

My fall was reported to the Police Dept. and my case No. is 82-30917 (Officer Rose's case.)

I really don't feel this was my fault and request the city pay for my medical bills, including what Blue Cross + Blue Shield paid. Your payment of this bill would be appreciated.
Gloria Pinckney
792-9445

Jan 18, 1983

To whom it may concern:

On approximately November 18, 1982, my car was parked in front of 13 Pleasant street when a city truck side swiped my car and broke my left rear tail light. Shortly after the accident, officer Mark Rozato came to investigate.

Enclosed please find the bill for the repairs on my car

Sincerely,

and etc.

RECEIVED

JAN 18 1983

OFFICE OF CITY CLERK

SA 203576

BLUE CROSS & BLUE SHIELD OF CONNECTICUT, INC.

CLAIM REFERENCE NO.	PATIENT NAME LAST FIRST	MEMBERSHIP NUMBER	TP COV	PROVIDER NAME	DATE OF SERVICE SERVICE RENDERED	PD AS	API AI
09118-111582	PINCKNE GLOR	000K065980	90	HOMER	10-29-82 X-RAY		2
09138-111582	PINCKNE GLOR	000K065980	90	PRATT	10-29-82 EMERG MED		2
09138-111582	PINCKNE GLOR	000K065980	90	PRATT	10-29-82 APPLIANCE		3
11-18-82 TOTAL OF CHECK							

1 TYPE OF
COVERAGE
CODE

10 COMMUNITY CONTRACT
20-25 PREFERRED CONTRACT

90 THROUGH 99, 9A THROUGH 9X CENTURY CONTRACT
81-82-83 BLUE SHIELD 65 CONTRACT

* 1. SERVICE BENEFITS
OR FULL PAYMENT
2. OR 3. CONTRACT ALLOWANCE

4. COB - PRIMARY AI
5. COB - SECONDARY

43 Ninth Avenue
Danbury, CT

January 7, 1983

Mrs. Elizabeth Crudington
City Clerk, City Hall
Deer Hill Avenue
Danbury, CT 06810

Dear Mrs. Crudington:

On the evening of December 27, 1982 our 1977 Ford van, parked at 25 Montgomery Street was seriously damaged by a dead tree limb which broke off and fell onto the left front fender and hood. The tree is directly opposite 25 Montgomery Street and is on the city sidewalk.

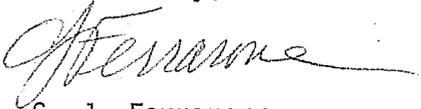
An accident report was filed with the Police Department immediately and the following day the Tree Warden was notified of the incident. A City truck was sent that day to remove further portions of the dead tree.

Copies of two estimates to repair the damage done are enclosed. The hood cannot be opened and the van has to be considered un-driveable making it important that the damage be repaired immediately.

Since the damage was due to negligence on the part of the City to remove those portions of the tree creating a hazardous condition, we feel the City should bear the cost of repairing the damage.

The car can be seen at 43 Ninth Avenue, Danbury, CT. Please let me know your position in this matter as soon as possible.

Yours truly,



C. J. Ferrarone

Enc.

FRANK CIPOLLA MOTORS

USED CARS — GENERAL REPAIRS

BODY — FENDER WORK

56 Federal Rd., Danbury, CT 06810

OWNER

Charles Ferraselli
434th Ave.
Danbury Conn

PHONE

DATE

12 / 29 / 82

CAR LOCATED AT

YEAR	MAKE	MODEL	LICENSE NO	MILEAGE	IDENTIFICATION NO
77	Ford	Van			E13HH403541

DESCRIPTION OF OPERATION	KEY	PART NO. OR OPERATION NO	SUBJECT	PARTS	LABOR
Left Front Fender	2			139.85	1.5
Hand Matching				10.20	2
Striping + Refinish Hood	1.5				4.
Paint + material				26.00	
\$ 419.25					

INSURANCE CARRIER	TOTALS	TOTAL PARTS	176.0
ADJUSTER	PHONE	TOTAL PAINT	87.5
INSURANCE CHECK PAYABLE TO	INSURANCE COMPANY PAYS	TOWING	
	\$	SUBLET	
I hereby authorize the above repair work to be done along with the necessary material, and hereby grant you and/or your employees permission to operate the car or truck herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto. Not responsible for car or contents in case of fire or theft. Estimate includes Visible Damage only.	INSURED PAYS	LABOR	142.5
	\$ 25.00	TAX	15.5
ESTIMATE MADE BY _____	REPAIR ORDER NO	TOTAL	419.25

AUTHORIZATION FOR REPAIR
You are hereby authorized to make the above specified repairs to the car described herein.

OWNER _____

DATE

AGENT _____

ESTIMATE

Edward A. Wicks
11 WEST REDDING ROAD
DANBURY, CT 06810
(203) 748-0583

January 21, 1983

RECEIVED

JAN 25 1983

OFFICE OF CITY CLERK

Common Council
City of Danbury
City Hall
Danbury, Ct. 06810

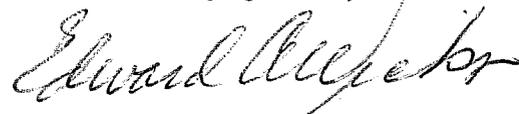
To whom it may concern:

Upon the advice of Mr. Robert Steinberg, I am submitting an estimate for the amount of \$543.20, for damages incurred to my 1979 Subaru on Monday evening, Jan.17, 1983.

At that time, I was driving on Southern Boulevard and about to turn right onto Brushy Hill Road, when my car struck the very high curb. The depression in the road and the unplowed snow made it impossible for me to see this obstacle, and resulted in the damage to the right front end of my vehicle.

I would appreciate it if the city will reimburse me for my mishap, and await your reply.

Very truly yours,



Edward A. Wicks

EAW/amw
Encl.

LICENSE # _____ ADDRESS # _____ Route 7, Danbury, Conn. 06810 Tel. 743-6716 ORDER # _____
 APPRAISER _____ OWNER Ch Wicks HOME PHONE 748 0583 BUS. PHONE 743-9666
 LOCATION 17W Redding Rd - Danbury MAKE Subaru YEAR 79 STYLE 4D-1DL-2W
 VIN # _____ REG. # A-WRKS MILE 27481 COLOR Red MODEL _____ CYL. _____

FRONT OF CAR	Hrs.	Labor \$	Paint	Parts	LEFT SIDE	Hrs.	Labor \$	Paint	Parts	RIGHT SIDE	Hrs.	Labor \$	Paint	Parts
Bumper <u>ind R F</u>		<u>2</u>		<u>2002</u>	Fender					<u>S</u> Fender <u>P</u>		<u>5.10</u>	<u>2.10</u>	
Bkt/Bar					Skirt/Whsg					Skirt/Whsg				
Guard					Mldg					Mldg				
Valance <u>P</u>		<u>16</u>	<u>1.10</u>	<u>2999</u>	Headlamp					Headlamp				
Ft. System					H.L. Door					H.L. Door				
Frame/Xmemb					Sealed Beam					Sealed Beam				
					Lite/Park/Corn					Lite/Park/Corn				
Stabilizer					Cowl					Cowl				
Wheel					Door, Front					Door, Front				
Hub Cap/Disc					Hinge					Hinge				
Hub/Drum					Glass/Reg					Glass/Reg				
Knuckle					Vent Glass					Vent Glass				
Up. Cont Arm					Mldg					Mldg				
Lo. Cont Arm					Handle/Lock					Handle/Lock				
Ball Joint					Center Post					Center Post				
Shft Kits					Door, Rear					Door, Rear				
Strut					Hinge					Hinge				
Tie Rod					Glass/Reg					Glass/Reg				
Steering					Mldg					Mldg				
Steering Wheel					Handle/Lock					Handle/Lock				
Horn Ring					Rock. Pan. & Mldg.					Rock. Pan & Mldg.				
Gravel Shield					Floor/Whsg					Floor/Whsg				
Grille					Qtr. Panel					Qtr. Panel				
Grille Panel					1/4 Ext.					1/4 Ext.				
Grille Mldg					Mldg					Mldg				
Tie Bar					Glass/Reg					Glass/Reg				
					Tail Light					Tail Light				
					Backup Lite					Backup Lite				
Kit Glass					Mirror					Side Lite F-R				
Windshield					Side Lite F-R					<u>S Stamp</u>		<u>8.0</u>		
W/S Mldg.														
Antenna					REAR OF CAR					MISC ITEMS				
Horn					Bumper					Inst. Panel				
Baffle					Bkts					Seat				
Lock					Guard					Ft. St. Adj.				
Hood					Valance					Headlining				
Hinge					Lower Panel/Mldg					Top				
Mldg					Floor					Vinyl				
Ornament/Letters					Trunk Lid					Tire % Worn				
Rad Supt					Hinge/Lock					<u>A lights</u>		<u>.5</u>		
Radiator/Recore					Mldg/Letters					Battery				
Anti-Freeze					Lic Lite					Undercoat				
Hoses					Gas Tank/Neck					Compound-Wax				
Fan Blade					Frame					Painting & Mat.				
Belt					Wheel					Spatter Paint				
Water Pump					Hub Cap/Disc.					Striping				
Pulley/Hub					W/Strip					<u>must be done</u>				<u>20.00</u>
Mounts					Muffler					REPAIRED	YES		NO	
Shroud					Tail Pipe					<u>NO WING IN YET</u>				<u>30.00</u>
A/Con. Core										..7.5.1.% TAX				<u>27.99</u>
Recharge A/C										PARTS				<u>50.01</u>
P/S Pump/Pulley										LABOR <u>14.3</u>				<u>343.20</u>
										PAINT <u>3.0</u>				<u>42.00</u>
										GRAND TOTAL				<u>513.20</u>

THERE WILL BE A \$10.00 CHARGE ON ALL BODY SHOP ESTIMATES
MONEY REFLINDED UPON COMPLETION OF REPAIRS

RECEIVED
JAN 21 1983
OFFICE OF CITY CLERK

RONALD CANNARARO
16 CRESTDALE DR.
DANBURY CONN.

Ms. Crudington,

ON THE MORNING OF JAN. 17TH AT APPROXIMATELY 6:45 I WAS ON MY WAY TO WORK, WEST-BOUND ON I-84 AND AS I PASSED UNDER OLD RIDGEBURY RD, A TOWN TRUCK WAS FLOWING THE ROAD OVER ME. A LARGE MASS OF SNOW AND ICE CAME OVER THE BRIDGE AND DOWN ONTO I-84 WHERE I UNFORTUNATELY WAS. ANYWAY THE ICE COMING DOWN ON ME TOOK A SIZEABLE CHIP OF GLASS OUT OF MY WINDSHIELD AND A CHIP OF PAINT FROM THE ROOF. I CONFIRMED THE TRUCK AS BEING A TOWN PLOW, AND NOT A STATE PLOW WITH DAVE JEFFERSON AT THE DANBURY PUBLIC WORKS GARAGE.

MY QUESTION IS, WILL THE CITY OF DANBURY PAY FOR THE DAMAGE TO MY CAR? I WAIT FOR FURTHER INSTRUCTIONS. YOU CAN REACH ME AT WORK IF YOU LIKE AT 914-945-2716 OR AT HOME AFTER 5:00 AT 203-792-7083

Ronald Cannararo

Jan. 13, 1983 ✓

To Whom it may concern

I am a victim of a
City Sewer back up.

On Thursday Jan. 6, 1983
thinking it was a
personal problem I
called Mr. J. Richard
he came and checked
the pipes and found
no leaks. The situation
and stench was
deplorable.

On Saturday Jan. 8, 1983
two gentlemen sent by
the Mayor's Office (due
to a call by a neighbor)
came and pumped the

sewer in the street.
Only then the water
began to recede.

I feel I should be
reimbursed for this
bill.

Sincerely Yours
Mrs. John Rodiack
11 Crescent Drive
Danbury, Conn.
06810



2

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

PLANNING DEPARTMENT

797-4525

TO: Mayor James E. Dyer and Common Council Members

FROM: Brian S. Graney, Grants Administrator

RE: Grant Application to Purchase a Snowblower for the
Danbury Airport

DATE: January 26, 1983

Attached is a resolution to authorize the processing of a grant application to purchase a detachable type snowblower for the Danbury Airport. The need is to remove snow from the runways in a more efficient manner. The Danbury Airport presently does not have a snowblower. Conventional means of snowplowing presently used result in inefficiency, time delays, sight problems, clearance problems, and problems with huge piles of snow being at wrong locations on the airport's grounds.

The cost of the snowblower is estimated to be \$85,000. Federal and state grants will pay 97.5% of the cost. The Common Council is being asked to appropriate a local match of two and one-half percent equalling an amount not to exceed \$2,125.



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

3
Edwards

PLANNING DEPARTMENT
797-4525

Brian S. Graney
Grants Administrator

TO: Mayor James E. Dyer
FROM: Brian S. Graney, Grants Administrator
RE: Grant Application/ Runway Lighting System
at Danbury Airport
DATE: January 28, 1983

The Danbury Common Council will consider on Tuesday, February 1, 1983, a resolution authorizing an appropriation of \$2,500 to be used as the local cash match to the grant application that will be submitted to the FAA and ConnDOT for the purpose of funding the improvements of the runway lighting system at the Danbury Airport. The Danbury Aviation Commission sees an urgency in submitting the grant application to the FAA and ConnDOT as soon as possible in order for the problems associated with the runway lighting system be corrected at the earliest possible time.

One reason for the resolution to be referred to committee and causing a delay for a month in the submittal of the grant application is not having the certification of the availability of funds (specifically \$2,500) at Tuesday's Common Council meeting. Therefore, would you please request John Edwards to certify the availability of \$2,500 to be appropriated for Danbury's local cash match to the grant application. Please be advised.

cc: Paul Estefan, Chairman, Airport Commission

John Edwards



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

PLANNING DEPARTMENT

797-4525

TO: Mayor James E. Dyer and Common Council Members

FROM: Brian S. Graney, Grants Administrator

RE: Grant Application to Update Runway Lighting
System at the Danbury Airport

DATE: January 26, 1983

Attached is a resolution to authorize the processing of a grant application to make the necessary improvements to the runway lighting system at the Danbury Airport. The present lighting system was built in 1963 and has experienced breakdowns annually including a three day blackout two years ago. As recently as January 23, 1983, a blown transformer resulted in an all night blackout.

The work is estimated to be \$100,000. Federal and state grants will pay for 97.5% of the cost. The Common Council is being asked to appropriate a local cash match of two and one-half percent equalling an amount not to exceed \$2,500.



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DEPARTMENT
OF FINANCE

January 31, 1983

TO: Common Council via
Mayor James Dyer

Certification #125

FROM: John P. Edwards

We hereby certify to the availability of \$2,500.00 in the Contingency Account to be transferred to the new Capital Account called Airport Improvements Account #02-11-000-830014.

Previous balance of Contingency Account	\$ 304,665.90
Less pending requests	23,725.00
Less this request	2,500.00
Balance of Contingency Account	<u>\$ 278,440.90</u>


John P. Edwards
Comptroller

/af



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

February 1, 1983 A. D., 19

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Federal Aviation Administration of the United States Department of Transportation and the Bureau of Aeronautics of the Connecticut Department of Transportation make funds available through the Airport Development Aid Program in accordance with Section 13 of the Airport and Airway Development Act of 1970; and

WHEREAS, the City of Danbury through the Danbury Aviation Commission intends to update the Runway Lighting System of the Danbury Municipal Airport for the purpose of correcting malfunctions of the current system; and

WHEREAS, the City of Danbury will make application for a federal and state grant in the amount not to exceed \$100,000 with a local match of two and one-half percent equalling an amount not to exceed \$2,500.

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor of the City of Danbury, James E. Dyer, is hereby authorized to make application for said grant, and that any and all additional acts necessary to effectuate said program be and hereby are authorized.



4

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

PLANNING DEPARTMENT
797-4525

TO: Mayor James E. Dyer and Common Council Members
FROM: Brian S. Graney, Grants Administrator
RE: High School Student Musical
DATE: January 26, 1983

Attached is a resolution to approve the financing of a musical performance given by Danbury High School students based on writings by the students. The project will be coordinated by the Danbury Youth Commission.

The project cost is expected to be \$3,000. It is requested that the budget of the Danbury Youth Commission and the revenue of the City's budget be increased by \$3,000. A grant application will be processed to the Connecticut Commission On the Arts in the amount of \$1,500. It is anticipated that \$1,500 will be generated from ticket sales for the performances. Therefore, the total request of \$3,000 will be offset eventually by the grant funds and anticipated ticket sales.

RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

February 1 A. D., 19 83



RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the Congress of the United States has enacted a Job Training Partnership Act providing for the training of economically disadvantaged persons and others for permanent private-sector employment; and

WHEREAS, the Job Training Partnership Act authorizes the establishment of service delivery areas composed of contiguous units of local government; and

WHEREAS, the formation of such a service delivery area is in the best interests of the City of Danbury;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF DANBURY THAT Mayor James E. Dyer be and hereby is authorized to enter into an agreement with contiguous municipalities providing for the establishment of a service delivery area in accordance with the Job Training Partnership Act.



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

JAMES E. DYER

MAYOR

February 1, 1983

Honorable Members of the Common Council
City of Danbury, Connecticut

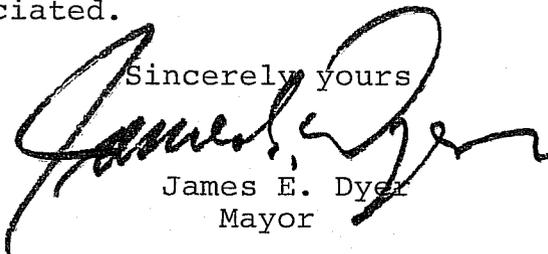
Dear Council Members:

Dr. Irene Lober has asked that I request your consideration of exempting the Board of Education from paying landfill user fees.

Enforcement of this may pose a problem; however, I imagine we could determine the weight of school's dumpsters and then provide the hauler with a dated and signed weight exemption ticket at the school. The hauler then would present the weight exemption ticket at the weigh station, and an appropriate credit would be made to the hauler's bill.

Your prompt review will be appreciated.

Sincerely yours



James E. Dyer
Mayor

cc: Dr. P. Fenster



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

JAMES E. DYER
MAYOR

February 1, 1983

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members:

The attached request from the Civil Service Commission
is hereby submitted for your consideration.

Sincerely yours,

A large, stylized handwritten signature in black ink, which appears to read "James E. Dyer".

James E. Dyer
Mayor



CITY OF DANBURY
CIVIL SERVICE COMMISSION

155 Deer Hill Avenue
DANBURY, CONNECTICUT 06810
797-4548 797-4549

NICHOLAS NERO, *Chairman*
WILLIAM A. HEALY
CARMINE BUTERA
JOHN M. HANNA, *Chief Examiner*

The Honorable James E. Dyer

January 6, 1983

Mayor

City of Danbury

Dear Mayor Dyer,

When the recruitment process for Fire Chief commenced in late October, 1982, the Civil Service Commission was requested to pay for all advertising in order to expedite the procedure. This was accomplished with the understanding that these funds would be reimbursed when the final figures were available.

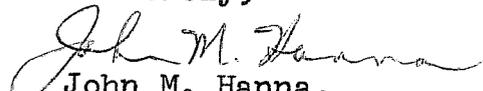
Following is a listing of all ads placed, with their costs:

Fire Chief Magazine	\$ 190.00
News-Times	72.60
The Chief	200.00
Boston Globe	172.05
Firehouse	97.40
Administration Times	35.75
Fire Engineering	97.50
International Fire Chief	70.00
Western Fire Journal	52.00
ISFSI Newsletter	46.80
Total:	\$1,034.10

The Civil Service Commission respectfully requests that arrangements be made to reimburse its Legal and Public Notices account, 02-01-183-022500, in the above amount.

Thank you for your attention to this request.

Sincerely,


John M. Hanna,
Chief Examiner



CITY OF DANBURY
CITY HALL
DANBURY, CONN. 06810

Welfare Department
797-4569

8
Received
1-26-83

Honorable James E. Dyer, Mayor
City of Danbury
155 DeerHill Avenue
Danbury, Connecticut 06810

RECEIVED
JAN 27 1983
OFFICE OF CITY CLERK

Dear Mayor Dyer:

An additional \$150,000.00 will be necessary to meet the City's General Assistance obligations for the Fiscal Year ending June 30, 1983.

These funds will be reimbursable to the City of the Danbury at the rate of 90%.

I trust the Common Council will contact me at their convenience for the additional information they may need.

Sincerely,


Deborah MacKenzie
Director of Welfare



CITY OF DANBURY

OFFICE OF THE CITY CLERK

ELIZABETH CRUDGINTON
CITY CLERK

DANBURY, CONN. 06810

February 1, 1983

Honorable Mayor James E. Dyer
Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members:

It is hereby requested that a transfer of funds be authorized for the following:

Ordinance Account #02-01-112-022500 Legal Notices in the amount of \$3,000. Said amount is to be used for the publication of the Vendors Ordinance which totaled \$875.00 and \$306.00 for the Hazardous Waste Ordinance, plus any and all pending ordinances that may soon be adopted together with the Appropriation Ordinance for the Budget.


Elizabeth Crudginton
City Clerk



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DEPARTMENT
OF FINANCE

January 26, 1983

TO: Common Council via
Mayor James Dyer

Certification #123

FROM: John P. Edwards

We hereby certify to the availability of \$3,000.00 in the Contingency Account to be transferred to the Ordinance Account #02-01-112-022500.

Previous balance of Contingency Account	\$304,665.90
Less pending requests	19,500.00
Less this request	3,000.00
Balance of Contingency Account	<u>\$282,165.90</u>


John P. Edwards
Comptroller

/af

✓ 10

CONSULTANTS & ENGINEERS, INC.

9 HARMONY STREET - DANBURY, CONNECTICUT 06810

TELEPHONE (203) 748-1442

January 14, 1983

Common Council
City of Danbury
City Hall
Danbury, Connecticut 06810

Re: Farview Avenue Condominiums - Farview Avenue, Danbury, Connecticut
(Laurem Realty) Water and Sewer Extension

Members of the Council:

By means of this letter, we are requesting for the applicant (Laurem Realty) an extension of municipal sewer service to the above referenced site. We respectfully request that this matter be placed on your next scheduled agenda.

Thanking you for your attention to this matter, I remain,

Very truly yours,

CONSULTANTS & ENGINEERS, INC.



David E. Williamson, P.E.
President

DEW:jdm
cc: G. Davon

✓ //

DAVID L. RYAN, L. S.

LAND SURVEYING, SITE PLANNING, LAND MANAGEMENT

16 Shore Road
Danbury, CT 06810

(203) 792-7615

January 6, 1983

Common Council
City of Danbury
City Hall
Deer Hill Avenue
Danbury, CT 06810

Attention: City Clerk

RE: Jules Lang, Trustee - Crows Nest Lane Danbury, CT

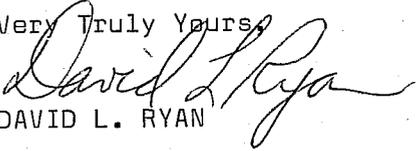
Gentlemen:

Kindly be advised that I have been requested by Mr. Lang, who is the contract owner of the above-referenced property, to petition your body for permission to extend sewer and water onto said property to service the proposed 240 unit project.

Our approvals from the Zoning Commission also made reference to the widening of Crows Nest Lane which requires my client to build a sidewalk, grade the slopes on the Shelter Rock School side and also the corner of Crows Nest Lane with Shelter Rock Road. We would like to discuss this matter also with the council since it involves City of Danbury property.

Please advise me as to when you will meet and my client and myself will be glad to explain the matter above in detail.

Very Truly Yours,


DAVID L. RYAN

DLR/cr

c.c. George Lepofsky
Jules Lang

CONSULTANTS & ENGINEERS, INC.

9 HARMONY STREET - DANBURY, CONNECTICUT 06810

TELEPHONE (203) 748-1442

January 12, 1983

Common Council
City of Danbury
City Hall
Danbury, Connecticut 06810

Re: BRT Condominiums - Beaver Brook Road, Danbury, Connecticut
Water and Sewer Extension

Members of the Council:

By means of this letter, we are requesting for the applicant (BRT Corporation) an extension of municipal water and sewer services for a building containing sixteen one-bedroom units on the above referenced site. We respectfully request that this matter be placed on your next scheduled agenda.

Thanking you for your attention to this matter, I remain,

Very truly yours,

CONSULTANTS & ENGINEERS, INC.



David E. Williamson, P.E.
President

DEW:jdm
cc: P. McNamara
E. Nahom



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

JAMES E. DYER
MAYOR

February 1, 1983

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members:

The attached communication from the Purchasing Agent in reference to the surplus buildings at the Danbury High School, is hereby submitted for your review.

Sincerely yours,

James E. Dyer
Mayor



**CITY OF DANBURY
CITY HALL
DANBURY, CONN. 06810**

**SHARON B. HAMILTON
PURCHASING AGENT**

January 21, 1983

To: Honorable James E. Dyer and Members of the Common Council

Re: Surplus Building - Danbury High School

As directed, the building was advertised for public bid. Two proposals were received; \$101.00 from the Regional YMCA and \$250.00 from Marilyn Tully Ward.

The Board of Awards voted to reject both bids because they were too low, and to recommit the matter to the Council. Enclosed is a copy of the minutes of that meeting as well as a letter received from Ms. Ward for your consideration.

I would be happy to meet with you to discuss this matter.

Cordially,

S.B. Hamilton, C.P.M.
SBH/bmm

enc:

cc: J.P. Edwards
E.L. Gottschalk



CITY OF DANBURY
CITY HALL
DANBURY, CONN. 06810

SHARON B. HAMILTON
PURCHASING AGENT

January 21, 1983

To: File

Re: Board of Awards - January 20, 1983

Attending: J.P. Edwards, Comptroller/Acting Director of Finance
E.L. Gottschalk, Assistant Corporation Counsel
S.B. Hamilton, Purchasing Agent

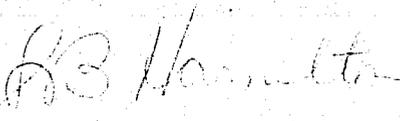
The Board of Awards convened at 10:10 A.M. to consider the following:

Bid #12-82-3-05 "Surplus - Building" Ms. Hamilton reported that two bids were received: \$101.00 from Regional YMCA and \$250.00 from Marilyn Tully Ward. Mr. Edwards commented that the bids are "outrageously low", and that the "materials are worth more than that". Ms. Hamilton stated that the bids are probably low because the cost of removal will be so high. She explained that removal requires actual dismantling, removal and reassembly at a new site.

Attorney Gottschalk moved that all bids be rejected. Mr. Edwards seconded the motion which was carried unanimously.

Mr. Edwards moved that the Board refer the building back to the Common Council. Attorney Gottschalk seconded the motion which was carried unanimously. Mr. Edwards suggested that an upset price be set, and that sufficient time (90 days was suggested) be given to buyers to remove the building.

Having no further business to come before the Board, the meeting adjourned at 10:20 A.M.


S.B. Hamilton, C.P.M.
SBH/bmm

enc: Bid Result Form

cc: All Attendees

BID RESULT FORM

Date: Tuesday, January 18, 1983 10:00 A.M.

CITY OF DANBURY

Bidder	Bid Total					Attending:
Orlygn Tully Ward	250,00					A.B. Hamlett
Regional YMCA	101,00					J.P. Cleaver
						C.F. Mattar

Awards Committee Initial
 Mayor
 Comptroller
 Corp. Counsel
 City Engineer
 Dept. Head
 Awarded To:

Comments: Awards Committee

Reject all bids

If low bid is not bid of award please specify reasons why it is not acceptable

PURCHASING AGENT
B. Schmitt 1/20/83

18-20 Bullet Hill Rd.
Danbury, Ct., 06810
January 20, 1983

RECEIVED

JAN 20 1983

DISPATCH

Purchasing Office
Deer Hill Avenue
Danbury, Ct., 06810

Dear Sharon,

Attorney Gottschalk indicated on the telephone today, that I should discuss my reasons for bidding on "S" Building with you. As a result of my discussion with you, I am writing this letter requesting you to ask the board to reconsider the decision to reject all bids on that building. I will deliver this letter to your office today as you requested.

My primary reason for bidding on "S" Building was to see a severe safety hazard to the children of Danbury High School and the local neighborhood removed. I am familiar with the history of the building. I taught in it for several years. I was teaching there when three attempts were made to burn it. I am aware that the building was never undercoated, that it is in a severe state of deterioration. While teaching there I formed a restoration club which purchased paneling to cover the drywall in the hallways. The walls of the hall were full of holes. My students and I painted the building several times to cover graffiti. Before we did this we consulted with Mr. Guarino who informed us of the lack of undercoating which was one of the reasons for the condition of the floors.

Several times last year when I noticed that the windows were broken open, I called city hall requesting that the building be boarded up. There is no doubt that "S" Building is a danger to our students. The other concern I have, is that the constant exposure to a building on school property which was allowed to deteriorate and which is covered with ugly graffiti is bad for the morale of our students and the other people who view it daily. I am a teacher, and as a teacher I feel we must provide our students with a safe and a beautiful environment..

You indicated that the board was concerned with the value of the materials in the building (especially the glass windows). That glass is thinner than the glass used in schools, most homes and other public buildings; however, if the city feels that the glass would be useful to them I would be willing to accept the building without the glass. Since the building was purchased it has fully depreciated. The value of the remaining materials may not cover the cost of dismantling it and having the parts freighted to my farm in New York State. The cost of returning that site to a clean safe condition will be considerable.

You also indicated that the board was concerned about a bidder being able to remove the building and build it on another site. It should not be set up again in Danbury. Ten days is indeed a short time.. Doing the kind of construction

13
work involved during days when school is in session would be distracting to the students and interfere with the real business of this school.

All work should be done when school is not in session. I suggest that the winter recess would be the most appropriate time.

The board is concerned about my ability to supervise such a project. I can only submit my track record. If you check your building permits for 1974, you will find that I was general contractor for the house on Bullet Hill Rd. which now lists for \$98,500. I have owned seven houses. Most of these were either designed or renovated by me. I am purchasing the high school building in Waverly New York and I own a farm in Cherry Valley New York.

Thank you for your help and suggestions, I am looking forward to hearing from you.

Sincerely,

Marilyn Tully Ward
Marilyn Tully Ward



14

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

January 20, 1983

Honorable Mayor James E. Dyer
City of Danbury, Connecticut

Dear Mayor:

As per our recent conversation, I hereby formally request the administration to consider the elimination of the landfill user fees as they apply to the City's School system use.

Given the relative success with which the Public Works Committee of the Common Council has achieved in formulating landfill user fees ordinances, I respectfully request that this item be placed on the February 1, 1983 monthly meeting agenda and referred to that committee.

Personally, I have two proposals to offer that, I believe, would resolve this matter in a cost effective manner. However, I feel that it is important to recognize input from other Council members (Public Works Committee) and the City's Public Works and Finance Department personnel in order to develop the most efficient and controllable solution.

It is my intention to have this effort alleviate the cost associated problems the Board of Education currently faces with respect to refuse removal for the City schools as well as allow for a more prudent use of the tax dollar.

In advance, I thank you for your cooperation. I remain,

Sincerely yours,

Gene F. Eriquez
Councilman 4th District

cc: J. DaSilva
C. McManus
E. Torian



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

January 20, 1983

Honorable Mayor James E. Dyer
City of Danbury, Connecticut

Dear Mayor:

As per our recent conversation, I hereby formally request the administration to consider the elimination of the landfill user fees as they apply to the City's School system use.

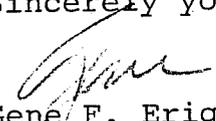
Given the relative success with which the Public Works Committee of the Common Council has achieved in formulating landfill user fees ordinances, I respectfully request that this item be placed on the February 1, 1983 monthly meeting agenda and referred to that committee.

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In advance, I thank you for your cooperation. I remain,

Sincerely yours,


Gene F. Eriquez
Councilman 4th District

cc: J. DaSilva
C. McManus
E. Torian



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

JAMES E. DYER
MAYOR

February 1, 1983

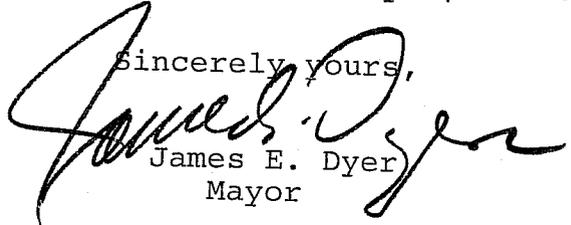
Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members:

In accordance with the 1982-1983 Budget Resolution and Ordinance of the City of Danbury, the Common Council's Resolution of March 2, 1982 and the Civil Service Commission action of March 10, 1982, I am pleased to be able to appoint Emanuel Merullo as the City's Director of Personnel.

Mr. Merullo will begin his duties on Wednesday, February 2, 1983.

Sincerely yours,



James E. Dyer
Mayor



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

JAMES E. DYER
MAYOR

February 1, 1983

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members:

I am appointing John Mahoney, 34 Ridge Road, Danbury, Connecticut, as a probationary Police Officer, to be effective upon determination by the Police Department and Council confirmation.

Sincerely yours,

A handwritten signature in black ink, appearing to read "James E. Dyer", is written over the typed name and title.

James E. Dyer
Mayor

cc: Civil Service
Chief Macedo
Payroll
John Mahoney

Biographical information

Please type or print

FULL NAME: John Mahoney

RANK:

DATE OF BIRTH:

PLACE OF BIRTH: Danbury, Connecticut

DATE OF ORIGINAL APPOINTMENT:

SPOUSE'S NAME, CHILDREN'S NAMES AND AGES: Not Married

EDUCATIONAL BACKGROUND:

(include high school and colleges attended/and/or ~~date~~ date of graduation) Danbury High School Niagara Univ. and presently attending Western Connecticut State College

PREVIOUS EMPLOYMENT AND/OR MILITARY EXPERIENCE:

Worked for the Park & Rec., City of Danbury
Presently with Channel # 10 Camera & Video Editor
Part Time: Devereaux School for the Handicapped RE. Recreation Counselor

CIVIC RESPONSIBILITIES, HOBBIES, INTERESTS OR OTHER

PERTINENT INFORMATION: Scuba Diving, Marshal Arts and all type of Sports



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

JAMES E. DYER
MAYOR

February 1, 1985

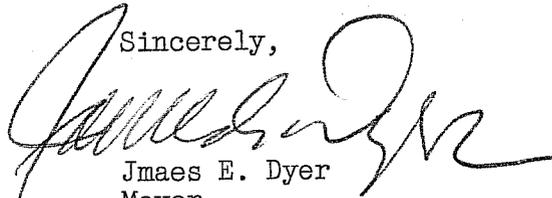
Honorable Members of the Common Council
City of Danbury
Connecticut

Dear Council Members:

I respectfully request your confirmation of the appointment of Stephen T. Foley, 95 Hayestown Road, Danbury to the Conservation Commission for a term to expire on July 1, 1985.

Mr. Foley is Manager of Administration and Director of Personnel for Peabody. He is a member of the Bear Mountain Conservation Advisory Board and a former Cub Scout leader.

Sincerely,



James E. Dyer
Mayor

JED:mad



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

JAMES E. DYER
MAYOR

February 1, 1983

Honorable Members of the Common Council
City of Danbury
Connecticut

Dear Council Members:

I respectfully request your confirmation of the following appointments and re-appointments to the Fair Rent Commission:

Re-appointment:

Regina Platano, Royal Pine Drive, Danbury for a term to expire on July 1, 1985.

Appointments:

Rita Gildea, 9 Clearbrook Road, Danbury for a term to expire on July 1, 1985 and

Jean Pappajohn, 166 Kohanza Street, Danbury for a term to expire on July 1, 1983.

Miss Gildea is a retired Secretary and a member of the Democratic Women's Club.

Mrs. Pappajohn is head nurse in the Danbury school system.

Sincerely,

James E. Dyer
Mayor

JED:mad



CITY OF DANBURY
OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

JAMES E. DYER
MAYOR

February 1, 1983

Honorable Members of the Common Council
City of Danbury
Connecticut

Dear Council Members:

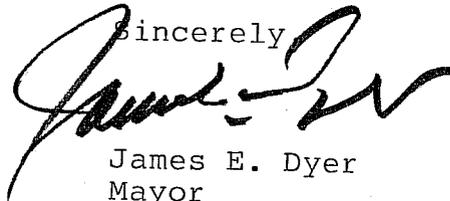
I respectfully request your confirmation of the following re-appointments to the Redevelopment Agency:

Mr. Jack Sullivan, Snug Harbor, Danbury
and

Mr. Richard Palanzo, 27 Wildman Street, Danbury

for a term to expire on January 1, 1988.

Sincerely



James E. Dyer
Mayor

JED:mad



✓ 20

CITY OF DANBURY
OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

JAMES E. DYER
MAYOR

February 1, 1983

Honorable Members of the Common Council
City of Danbury
Connecticut

Dear Council Members:

I respectfully request your confirmation of the following re-appointments to the Cultural Commission:

Sarina Grande, Reynolds Road, Danbury
Evelyn Durgy, 41 Farview Avenue, Danbury
Joan V. Ward, 1 Fox Den Road, Danbury
Dr. Robert Wolsch, 19 Homestead Avenue, Danbury

All terms to expire on February 1, 1986.

Sincerely,

James E. Dyer
Mayor

JED:mad



18, 19, 20

CITY OF DANBURY
OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810

JAMES E. DYER
MAYOR

TO: MEMBERS OF THE COMMON COUNCIL
FROM: MARY ANN DORAN
RE: COMMISSION ATTENDANCE

FAIR RENT:

REGINA PLATANO - Regina has had perfect attendance during the past year.

CULTURAL COMMISSION:

SARINA GRANDE - Sarina was appointed in July and has missed one meeting.

EVELYN DURGY - Evelyn has missed one meeting in 1982.

JOAN WARD - Joan has missed one meeting in 1982.

ROBERT WOLSCH - Dr. Wolsch has missed one meeting in 1982.

REDEVELOPMENT AGENCY:

Richard Palanzo was appointed in March. The Commission held 19 meetings since Mr. Palanzo was appointed. Mr. Palanzo only missed one meeting due to a death in the family.

John Sullivan missed only one meeting of the twenty-two held in 1982.



CITY OF DANBURY

OFFICE OF THE MAYOR

DANBURY, CONNECTICUT 06810

JAMES E. DYER
MAYOR

February 1, 1983

Honorable Members of the Common Council
City of Danbury, Connecticut

Dear Council Members:

The attached letter of resignation of an alternate on
the Zoning Commission, is hereby submitted for your determination.

Sincerely yours,

James E. Dyer
Mayor



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

ZONING COMMISSION
797-4595

January 12, 1983

The Honorable James E. Dyer
Mayor of Danbury
City Hall
155 Deer Hill Avenue
Danbury, Connecticut 06810

Re: William Prescott

Dear Mayor Dyer:

Attached please find letter of resignation from Mr. William Prescott who was elected and served in the capacity of a alternate on the Zoning Commission.

We would appreciate it if you would kindly take the necessary steps for replacing a member that has resigned.

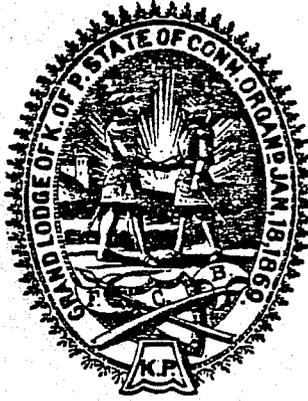
Thank you for your cooperation.

Very truly yours,


Basil J. Friscia
Chairman

BJF/rg
Attachment

Grand Lodge
KNIGHTS OF



21
of Connecticut
PYTHIAS

WILLIAM PRESCOTT
GRAND
CHANCELLOR

EIGHT MARBIL ROAD
DANBURY, CONNECTICUT 06810
PHONE 1-203-746-2863

January 3rd, 1983

Mr. Basil Friscia
Chairman,
Zoning Commission
City Hall
155 Deer Hill Avenue
Danbury, Conn. 06810

Dear Joe;

It is with sad regrets that I must submit this, my letter of resignation, effective immediately. Due to the state of my health at present, I find, I cannot devote the time needed to be an effective and efficient member of this esteemed commission.

Therefore, I pray that you will accept this notice of resignation and act on it accordingly. Thank you for the honor allowed me to serve with you and the present members of this commission.

Sincerely Yours

William Prescott

P.S. I have also sent a notice of resignation to the Danbury Democratic Town Committee, of which I am also a member.

Rec'd.
1-11-83



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

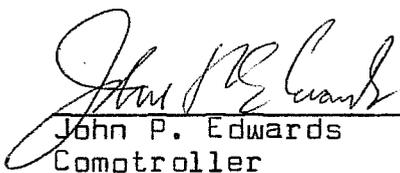
DEPARTMENT
OF FINANCE

January 25, 1983

TO: Mayor James Dyer

FROM: John P. Edwards

The independent auditor must be appointed annually. This is a Common Council appointment. I understand the current company, Ernst & Whinney, will do the job for \$35,400 including the City Audit, School Lunch, Special Education Grants, Sewer, Water and Landfill (new) accounts.


John P. Edwards
Comptroller

JPE/af

DRISCOLL, LANE, MANNION, REINEN & DRISCOLL

JAMES C. DRISCOLL, JR.
D. JOSEPH LANE, JR.
JAMES M. MANNION
JEFFREY W. REINEN*
JAMES C. DRISCOLL III

LAW OFFICES
235 GREENWOOD AVENUE
BETHEL, CONNECTICUT 06801
TELEPHONE 744-5000
AREA CODE 203

October 28, 1982

*ALSO A MEMBER OF FLORIDA AND
DISTRICT OF COLUMBIA BARS

The Honorable Mayor James E. Dyer
Danbury City Hall
Danbury, CT 06810

RECEIVED
OCT 29 1982 3: 00

Re: A request to relocate the westerly portion of Backus Avenue
OFFICE OF CITY CLERK

Dear Mayor Dyer:

As the attorney for Danbury Mall Associates, the owners of the former Danbury Fair Grounds, I enclose a legal description of the present westerly portion of Backus Avenue, a legal description of the desired relocated westerly portion of Backus Avenue and a map showing both roadways and adjoining properties.

Specifically this is a request to petition the Common Council to commence the procedures necessary to abandon the present westerly portion of Backus Avenue and to accept as a city street, after its satisfactory completion, in accordance with all applicable ordinances and regulations, a relocated Backus Avenue.

As you know the relocation and improvements to Backus Avenue are an integral part of the State adopted Plan "B" for Route #7 which plan is designed to relieve traffic congestion and improve safety conditions on the west side of Danbury and which plan was enthusiastically endorsed at the 1981 Public Hearing by the citizens of Danbury.

Please be assured that my client and their consultants and engineers stand ready to meet with all of the necessary city agencies in order to secure this desirable improvement to the Danbury road system.

Thank you for your consideration.

Respectfully yours,

D. Joseph Lane, Jr.
D. Joseph Lane, Jr.



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

February 1, 1983

PUBLIC WORKS COMMITTEE REPORT

Honorable Mayor James E. Dyer
Honorable Members of the Common Council

Re: Request to abandon a portion of Backus Avenue.

The Public Works Committee met on two occasions with representatives of the Wilmorite Corporation, to study their request for the abandonment of the portion of Backus Avenue adjacent to the site of their proposed mall. At the first meeting in November, 1982, the committee presented a list of requirements and specifications as drawn up by the engineering department, necessary for the construction of the new section of road to be constructed in place of the old.

At the second meeting of January 25, 1983, Wilmorite representatives responded satisfactorily to all the criteria set by the Public Works Committee, including a major stipulation that the new section of Backus Avenue be constructed to a width of four lanes up to its intersection with Kenosia Avenue.

The new section of Backus Avenue to be built will be paid for by the Wilmorite Corporation. It benefits the petitioner because it allows a parking area to directly abut the shopping mall, eliminating the necessity for customers to cross a road to enter the mall. It benefits the City because it will receive a new and wider road, built to its own specifications.

The Public Works Committee recommends the abandonment of the section of Backus Avenue in question upon completion of the newly constructed portion, in a manner acceptable to the City.

Respectfully submitted

Joseph DaSilva Chairman
Joseph DaSilva

Constance McManus
Constance McManus

Anthony Cassano
Anthony Cassano

Carole Torcaso
Carole Torcaso

John Esposito
John Esposito

Mounir Farah

Gene Enriquez
Gene Enriquez



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

February 1 A. D., 19 83

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, Danbury Mall Associates Limited Partnership has petitioned the Common Council of the City of Danbury for the abandonment of a portion of Backus Avenue as shown on Sear-Brown Map Nos. 2309.20-04 and 23090-22, attached hereto; and

WHEREAS, the petitioner offers to relocate said portion of Backus Avenue on other property owned by the petitioner and dedicated by it for that purpose, also as shown on the aforementioned maps; and

WHEREAS, the relocation of Backus Avenue in accordance with the proposal submitted by Danbury Mall Associates Limited Partnership is in the best interests of the City of Danbury;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF DANBURY:

1. THAT the dedication of property for the relocation of Backus Avenue be and hereby is accepted and that the petitioner, Danbury Mall Associates Limited Partnership be and hereby is authorized to construct a portion of Backus Avenue on the property so dedicated, said construction to be performed in accordance with the ordinances and regulations of the City of Danbury and in accordance with plans and specifications approved by the City Engineer and the Superintendent of Highways;

2. THAT the portion of Backus Avenue to be abandoned as shown on the aforementioned maps shall be discontinued and abandoned upon acceptance by the Common Council of the City of Danbury of that portion of Backus Avenue to be constructed by the petitioner in accordance herewith.



25

PLANNING COMMISSION
OF THE CITY OF DANBURY
City Hall
Danbury, Connecticut 06810

January 21, 1983

The Common Council
City of Danbury
Danbury, Connecticut

Re: 8-24 Referral - Request from Housing
Authority re Passway - Mill Ridge

Dear Council Members:

The Planning Commission at its meeting held January 19, 1983 voted to recommend approval of the Housing Authority's request that the City give back, to the Housing Authority, that small piece of property used as a passway, in exchange for a use easement.

The motion was made by Mr. Durkin, seconded by Mrs. Schaefer and passed with "ayes" from Commissioners Durkin, Schaefer, Ramey and McLachlan.

Sincerely yours,

Edmund C. DeVeaux, Chairman
Planning Commission
City of Danbury

ECD:drs

COMMON COUNCIL COMMITTEE REPORT

February 1, 1983

The Common Council committee assigned to study the request of the Danbury Housing Authority met on December 9, 1982 and again on January 26, 1983.

The committee reviewed Section 3-17 of the City Charter and Section 8-24 of the Connecticut General Statutes which provide for the disposition of city owned land.

The parcel in question was deeded to the City in 1955. The Housing Authority gave the City the property after the same had been requested for a proposed walkway to facilitate the contemplated construction of the Mill Ridge School.

The parcel is needed by the Housing Authority to complete the plan for newly developed moderate income housing on the site. The small area has delayed the Housing Authority in receiving anticipated revenue from the project--revenue that would be used for further development of moderate income and elderly housing projects in the City.

The Planning Commission has approved the transfer and has satisfied the requirements of Section 8-24. A copy of the report is attached.

The committee voted unanimously to approve the conveyance. The committee reminds Council Members that two thirds (2/3) of all Council Members must approve the conveyance. The committee further recommends that the Corporation Counsel and the Mayor be authorized to execute all documents necessary to convey the parcel to the Danbury Housing Authority.

Respectfully submitted

Constance McManus
Constance McManus

Joseph DaSilva
Joseph DaSilva

Edward Torian
Edward Torian

25

COMMON COUNCIL COMMITTEE REPORT

February 1, 1983

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Respectfully submitted

Constance McManus

Joseph DaSilva

Edward Torian



26

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

February 1, 1983

PUBLIC WORKS COMMITTEE REPORT

Honorable Mayor James E. Dyer
Honorable Members of the Common Council
City of Danbury, Connecticut

Re: Lease of Office space for the Health Department.

The Public Works Committee studied the above request for the Health Department to lease office space in the Odd Fellows Building on West Street.

Health Department Director F. Grosso explained the need for this request as the present location of the Health Department is terribly overcrowded on the second floor of the old Library. These crowded conditions not only cause an uncomfortable facility, but make all but impossible the privateness necessary in many dealings of the department.

The Public Works Committee believes that the conditions contained in the attached lease are advantageous to the City as well as the facility being ideal for our Health Department Offices.

We therefore recommend approval of the leasing of office space at the Odd Fellows Building for use by the Health Department. Funds for this year's cost are available in the present Health Department budget.

Respectfully submitted



John Esposito

Mounir Farah


Gene Enriquez



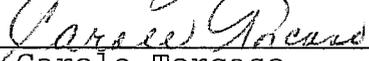
Joseph DaSilva Chairman



Constance McManus



Anthony Cassano



Carole Torcaso



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

February 2, 1983

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Honorable Members of the Common Council
City of Danbury, Connecticut

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Respectfully submitted

Chairman

Joseph DaSilva

Constance McManus

Anthony Cassano

Carole Torcaso

John Esposito

Mounir Farah

Gene Eriquez



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

February 1, 1983

PUBLIC WORKS COMMITTEE REPORT

Honorable Mayor James E. Dyer

Honorable Members of the Common Council

Re: Discussion of water rates for fire protection.

The Public Works Committee discussed the rates charged for fire protection in the newly adopted water rates. Attending the committee meeting and participating in the discussion were Councilman Russell Foti, the initiator of the request for discussion of this charge, William Buckley, The Superintendent of Public Utilities, Dominic Setaro, the Assistant Comptroller and John Schweitzer, the City Engineer.

It was explained that the charge for fire protection is for providing adequately sized trunk lines, sufficient amount of water, and upkeep of the system, in order to afford the water necessary in times of need. Mr. Buckley shared comparative costs of this service in other municipalities, to which Danbury compares very favorably.

Respectfully submitted

Joseph DaSilva Chairman
Joseph DaSilva

Constance McManus
Constance McManus

Anthony Cassano
Anthony Cassano

Carole Torcaso
Carole Torcaso

John Esposito
John Esposito

Mounir Farah
Gene Eriquez



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

February 1, 1983

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Honorable Members of the Common Council

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Respectfully submitted

Joseph DaSilva Chairman

Constance McManus

Anthony Cassano

Carole Torcaso

John Esposito

Mounir Farah

Gene Eriquez



29

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

February 1, 1983

PUBLIC WORKS COMMITTEE REPORT

Honorable Mayor James E. Dyer
Honorable Members of the Common Council

Re: Acceptance of Raquel Drive as a City Highway.

The Public Works Committee reviewed a request to accept Raquel Drive as a City Highway. An on-site inspection of the road was made. A report from the City Engineer indicated that this road meets all specifications and is acceptable as a city street.

The Public Works Committee recommends approval of Raquel Drive as a City Highway.

Respectfully submitted

Joseph DaSilva Chairman
Joseph DaSilva

Constance McManus
Constance McManus

Anthony J. Cassano
Anthony Cassano

Carole Torcaso
Carole Torcaso

John Esposito
John Esposito

Mounir Farah
Gene Enriquez



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

February 1, 1983

PUBLIC WORKS COMMITTEE REPORT

Honorable Mayor James E. Dyer
Honorable Members of the Common Council

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Respectfully submitted

Chairman

Joseph DaSilva

Constance McManus

Anthony Cassano

Carole Torcaso

John Esposito

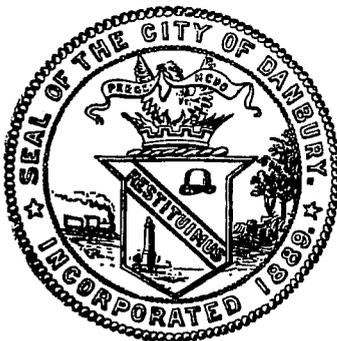
Mounir Farah

Gene Eriquez

RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

February 1, 1983 A. D., 19



RESOLVED by the Common Council of the City of Danbury:

THAT RAQUEL DRIVE be accepted as a Public Highway in the City of Danbury subject to the following conditions:

A Deed and Certificate of Title, in form satisfactory to the Office of the Corporation Counsel be delivered to the City of Danbury.



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

February 1, 1983

PUBLIC WORKS COMMITTEE REPORT

Honorable Mayor James E. Dyer
Honorable Members of the Common Council

Re: Request to accept Westminster Woods, Cannonball Dr. and
Marc Road as City Highways.

The Public Works Committee received a request to accept the above
roads as City Highways. The committee cannot accept the petition
for road acceptances between November 1st and March 31st.

We are more than willing to study this request at an appropriate
time in the future.

Respectfully submitted

Joseph DaSilva Chairman
Joseph DaSilva

Constance McManus
Constance McManus

Anthony Cassano
Anthony Cassano

Carole Torcaso
Carole Torcaso

John Esposito
John Esposito

Mounir Farah
Gene Enriquez



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

February 2, 1983

PUBLIC WORKS COMMITTEE REPORT

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Honorable Members of the Common Council

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Chairman

Joseph DaSilva

Constance McManus

Anthony Cassano

Carole Torcaso

John Esposito

Mounir Farah

Gene Enriquez



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

February 1, 1983

PUBLIC WORKS COMMITTEE REPORT

Honorable Mayor James E. Dyer
Honorable Members of the Common Council

Re: Request to accept Westview, Fleetwood and Valley View Drive.

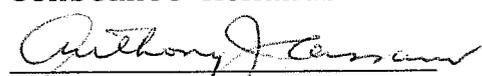
The Public Works Committee studied a request to accept Westview, Fleetwood and Valley View Drives as City Highways. Reports from the City engineer state that these roads have not been completed with no major work on them having been accomplished since 1981. He advised that these roads are in unacceptable condition to be made part of the City's Highway system.

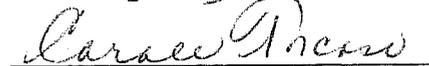
It is therefore the recommendation of the Public Works Committee that Fleetwood, Westview and ValleyView Drives not be accepted as City highways at this time.

Respectfully submitted


Joseph DaSilva Chairman


Constance McManus


Anthony Cassano


Carole Torcaso


John Esposito

Mounir Farah

Gene Enriquez



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

February 1, 1983

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Honorable Members of the Common Council

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It is therefore the recommendation of the Public Works Committee that Fleetwood, Westview and ValleyView Drives not be accepted as City highways at this time.

Respectfully, submitted

Joseph DaSilva Chairman

Constance McManus

Anthony Cassano

Carole Torcaso

John Esposito

Mounir Farah

Gene Eriquez



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

February 1, 1983

REPORT

Honorable Mayor James E. Dyer
Honorable Members of the Common Council

The Common Council committee appointed to review the request for funds for the Office of the Corporation Counsel, met on January 13, 1983 at 7:30 P.M. In attendance were Councilpersons Evans and Eppoliti and Corporation Counsel Theodore H. Goldstein.

Atty. Goldstein explained the need for the funds in that the \$325.00 was needed to obtain a service contract on the copy machine in question as it ran out after 15 months and the \$900.00 was needed to continue the lease on the copier. These items were left off the Corporation Counsel's fiscal year 1982-1983 budget in error.

Mrs. Eppoliti moved the request for funds from the Corporation Counsel's office in the amount of \$1225.00 be approved. Seconded by Mr. Evans. Motion passed.

Respectfully submitted

Thomas Evans Chairman
Thomas Evans

Diane Eppoliti

Louis T. Charles
Louis T. Charles



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

February 2, 1983

REPORT

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Honorable Members of the Common Council

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Respectfully submitted

Chairman

Thomas Evans

Diane Eppoliti

Louis T. Charles



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DEPARTMENT
OF FINANCE

January 26, 1983

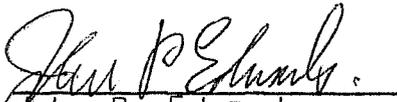
TO: Common Council via
Mayor James Dyer

Certification #124

FROM: John P. Edwards

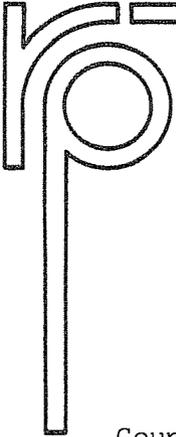
We hereby certify to the availability of \$1,225.00 in the Contingency Account to be transferred to the Corporation Counsel Account #02-01-150-024501.

Previous balance of Contingency Account	\$ 304,665.90
Less pending requests	22,500.00
Less this request	<u>1,225.00</u>
Balance of Contingency Account	\$ 280,940.90


John P. Edwards
Comptroller

/af

Richter Park



January 19, 1983

Councilman Emanuel Merullo
City Hall
155 Deer Hill Avenue
Danbury, Ct. 06810

Dear Mr. Merullo:

In regard to the possible appropriation of \$40,000.00 for the refurbishing of the main house at Richter Park, listed below are some of the estimates received.

The purpose of these estimates is only to show the extent of the work that is required.

1. Siding	\$18,930.00
2. Roofing	11,100.00
3. Plumbing	2,300.00
	<hr/>
	\$32,330.00

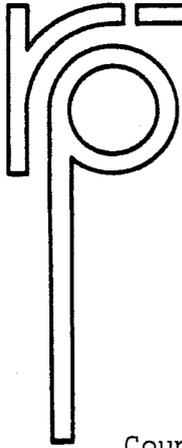
In addition to the above, additional work will be required for painting, carpentry work, flooring and other miscellaneous related items. It was not practical at this time to ask for estimates for these items. However, in my opinion approximate \$7,700.00 will be needed to cover these miscellaneous items.

Sincerely,

Dino J. Storoni
Dino J. Storoni
Chairman

DJS:ag

Richter Park



January 19, 1983

Councilman Emanuel Merullo
City Hall
155 Deer Hill Avenue
Danbury, Ct. 06810

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Sincerely,

Dino J. Storoni
Dino J. Storoni
Chairman

DJS:ag

COMMON COUNCIL COMMITTEE REPORT

February 1, 1983

Re: Consideration of the request of the Richter Park Authority for \$40,000 to refurbish the Richter House.

Councilmen Merullo and Charles met ^{for an on-site inspection} with Chairman Dino Storoni and Dom Lariccia of the Richter Park Authority at the Richter House on Sunday, December 19, 1982.

An inspection of the interior and exterior of the building resulted in the following consensus of opinion:

- 1. The roof is leaking and causing interior damage.
It is the original wood shingle roofing and the whole building needs to be resingled.
- 2. The exterior has been neglected. The wood shakes and trim are in critical need of painting or new siding. Windows need to be repaired or replaced. Some porch posts need to be repaired.
- 3. The interior is in excellent constructual condition generally and retains its elegance. A little painting here and there may be helpful but no major interior decorating is needed. There are a few places that have been damaged by the leaking roof.
- 4. Bathrooms (7) need attention. Faucets, some fixtures and tile work need to be repaired or replaced. There may be a need to replace some old piping. It is difficult to determine this until the plumber starts work.
- 5. Some interior repair (such as the replacement of a stair tread) needs to be done.
- 6. A limited amount of new floor covering is needed.

At the conclusion of the inspection, Mr. Storoni was requested to get estimates for siding, roofing and plumbing from several sources. He and his committee had gotten some estimates prior to making their request. This information was shared with the Mayor.

Most significant was the advice the Richter Authority received from a painting contractor who did not recommend painting because of the poor condition of the siding. As a result the Richter Authority is favoring vynl siding at this time.

In order to allow Mr. Storoni ample time to obtain additional estimates and to allow the Council committee to investigate all of the options for funding and technical advice, this report was delayed.

The Council committee did meet on January 19, 1983. Present were Dino Storoni and Council members Charles, Eppoliti and Merullo. Mr. Storoni presented figures he received from contractors. A copy of his letter is attached.

38

It was decided at this meeting that 1. we should investigate the possibility of funding sources and 2, get an opinion from the Building Inspector, Paul Garofalo (Particularly on painting vs vinyl siding).

City Grantsman Brian Graney researched the funding possibilities. There is one possible federal program that provides funds for such a purpose. Unfortunately there are no funds available this year and unlikely for the near future.

Paul Garogalo, Dino Storoni and Manny Merullo toured the Richter House again on January 20, 1983. (Mr. Garofalo incidentally worked on the house as an apprentice mason with his dad. He really knows the house! It was built in 1937. He agreed with the plans for refurbishing provided by Mr. Storoni. He did, however, suggest we look further into the possibility of painting and suggested talking to the painting contractor doing the Johnson home, across the street from City Hall which is undergoing major reconstruction. The home has been sand blasted in preparation for coating of some kind.

Mr. Storoni has been given the name of the contractor doing the Johnson House and will attempt to get an opinion on the Richter House and an estimated cost for refinishing the existing shakes.

The committee is satisfied that this project is needed and tha the Richter Park Authority is doing its best to see that the funds are used properly and wisely.

Work should begin as early as possible this Spring, particularly the re-shingling of the roof. The condition of the roof is such that leaks could occur at any time and more serious damage to the exterior would result.

The committee therefore recommends approval of the request from the Richter Park Authority for the use of \$40,000 of revenue sharing funds for the refurbishing of the Richter House.

Emanuel P. Merullo Chairman
Emanuel Merullo

Diane Eppoliti

Louis T. Charles Jr.

3

COMMON COUNCIL COMMITTEE REPORT

February 1, 1983

Re: Consideration of the request of the Richter Park Authority for \$40,000 to refurbish the Richter House.

Councilmen Merullo and Charles met ^{for an on-site inspection} with Chairman Dino Storoni and Dom Lariccia of the Richter Park Authority at the Richter House on Sunday, December 19, 1982.

An inspection of the interior and exterior of the building resulted in the following consensus of opinion:

1. The roof is leaking and causing interior damage.
It is the original wood shingle roofing and the whole building needs to be resingled.
2. The exterior has been neglected. The wood shakes and trim are in critical need of painting or new siding. Windows need to be repaired or replaced. Some porch posts need to be repaired.
3. The interior is in excellent constructual condition generally and retains its elegance. A little painting here and there may be helpful but no major interior decorating is needed. There are a few places that have been damaged by the leaking roof.
4. Bathrooms (7) need attention. Faucets, some fixtures and tile work need to be repaired or replaced. There may be a need to replace some old piping. It is difficult to determine this until the plumber starts work.
5. Some interior repair (such as the replacement of a stair tread) needs to be done.
6. A limited amount of new floor covering is needed.

At the conclusion of the inspection, Mr. Storoni was requested to get estimates for siding, roofing and plumbing from several sources. He and his committee had gotten some estimates prior to making their request. This information was shared with the Mayor.

Most significant was the advice the Richter Authority received from a painting contractor who did not recommend painting because of the poor condition of the siding. As a result the Richter Authority is favoring vinyl siding at this time.

In order to allow Mr. Storoni ample time to obtain additional estimates and to allow the Council committee to investigate all of the options for funding and technical advice, this report was delayed.

The Council committee did meet on January 19, 1983. Present were Dino Storoni and Council members Charles, Eppoliti and Merullo. Mr. Storoni presented figures he received from contractors. A copy of his letter is attached.

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The committee is satisfied that this project is needed and tha the Richter Park Authority is doing its best to see that the funds are used properly and wisely.

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The committee therefore recommends approval of the request from the Richter Park Authority for the use of \$40,000 of revenue sharing funds for the refurbishing of the Richter House.

Emanuel Merullo Chairman

Diane Eppoliti

Louis T. Charles Jr.



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DEPARTMENT
OF FINANCE

January 27, 1983

TO: Common Council via
Mayor James Dyer

FROM: John P. Edwards

We hereby certify to the availability of \$47,000.00 to be transferred from Revenue Sharing Ambulance and Equipment Entitlement #13 to the following two accounts:

Entitlement #13 Richter Park House	\$ 40,000.00
Entitlement #13 Planning Dept. Car	7,000.00
Total	<u>\$ 47,000.00</u>

John P. Edwards
Controller

/af



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

February 1, 1983

COMMITTEE REPORT

Honorable Mayor James E. Dyer
Honorable Members of the Common Council

Re: Request of the Planning Department for the purchase of a car.

Members of the committee: Chairman E. Boynton, J. McGarry & G. Eriquez. The above committee met on January 25, 1983 at 8:30 P.M. in the Council Chambers. All members were present. Also present was Len Sedney, Planning Director and Dom Setaro, Assistant Comptroller.

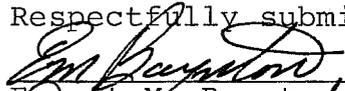
Mr. Sedney explained how his department has expanded in both personnel and responsibilities over the past two years. One car, a 1977 Dodge, is used by three people within his department and a real need for a second vehicle was described. The funding of this vehicle would come from Federal Revenue Sharing funds.

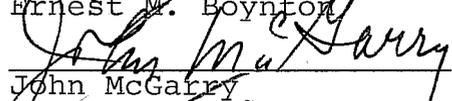
Mr. Sedney has given the committee his assurance that he has no plans to request another car for his department in the 1983-1984 Budget, should this request be granted.

A motion to recommend approval of the Planning Department request for a vehicle in the amount as indicated in his letter to Mayor Dyer, be approved by the Common Council, and that the Council also approve the transfer of \$7,000 from Federal Revenue Sharing Account to the appropriate account in the Planning Department's Budget.

The above motion was made by Councilman McGarry and seconded by Councilman Eriquez. The motion passed unanimously.

Respectfully submitted


Ernest M. Boynton Chairman


John McGarry


Gene Eriquez



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

February 1, 1983

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Mr. Sedney explained how his department has expanded in both personnel and responsibilities over the past two years. One car, a 1977 Dodge, is used by three people within his department and a real need for a second vehicle was described. The funding of this vehicle would come from Federal Revenue Sharing funds.

Mr. Sedney has given the committee his assurance that, he has no plans to request another car for his department in the 1983-1984 Budget, should this request be granted.

A motion to recommend approval of the Planning Department request for a vehicle in the amount as indicated in his letter to Mayor Dyer, be approved by the Common Council, and that the Council also approve the transfer of \$7,000 from Federal Revenue Sharing Account to the appropriate account in the Planning Department's Budget.

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John McGarry

Gene Eriquez



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

February 1, 1983

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Honorable Members of the Common Council

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Mr. Sedney explained how his department has expanded in both personnel and responsibilities over the past two years. One car, a 1977 Dodge, is used by three people within his department and a real need for a second vehicle was described.

The funding of this vehicle would come from Federal Revenue Sharing funds originally earmarked for the purchase of an ambulance in the 1981 Budget. However of the original \$47,500, only 7,500 remains, due to Council action to re-direct \$40,000 to the Richter Park Authority House restoration activity.

Mr. Sedney has given the committee his assurance that he has no plans to request another car for his department in the 1983-1984 Budget, should this request be granted.

In the committee's judgment, the balance of \$7,500 still in Federal Revenue Sharing accounts, ear-marked for the purchase of an ambulance, would best be used for the purchase of a car for the Planning Dept.

A motion to recommend approval of the Planning Department request for a vehicle in the amount as indicated in his letter to Mayor Dyer, be approved by the Common Council, and that the Council also approve the transfer of \$7,000 from Federal Revenue Sharing Account to the appropriate account in the Planning Department's Budget.

The above motion was made by Councilman McGarry and seconded by Councilman Eriquez. The motion passed unanimously.

John McGarry

Respectfully submitted

Chairman

MINUTES - LAND ACQUISITION COMMITTEE

Committee met on January 17, 1983 in Room 432. Present were committee members Evans, Merullo, Charles, Repole, Chief Macedo, Lt. A. Sullo, Mr. Joel Feinson and Councilman Gene Enriquez. Meeting was called to order at 7:30 P.M.

Motion by Dr. Repole to have Mr. Feinson investigate possibility of selling all or a portion of the property. Seconded by Mr. Charles.

It was the feeling of the committee that it was not in the best interest of the City to rent property at this time. Discussion followed, motion passed unanimously.

Mr. Feinson agreed to look over the present proposal and re-submit a new proposal if possible. Meeting adjourned at 8:15 P.M.

Respectfully submitted
Thomas E. Evans Chairman
Thomas E. Evans

Janet Butera
Janet Butera

Frank R. Repole
Frank Repole

Richard White
Bernard Gallo
Bernard Gallo

Louis Charles
Louis Charles

Emanuel Merullo

REPORTMINUTES - LAND ACQUISITION COMMITTEE

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Emanuel Merullo



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

February 1, 1983

REPORT

Honorable Mayor James E. Dyer
Honorable Members of the Common Council

The committee to study a request for \$6,500 for the purchase of T-shirts for the "Clean-Up Danbury Project" met at 7:30 P.M. on January 19, 1983. In attendance were committee members DaSilva, Esposito and Charles. Also in attendance were Parks & Recreation Director R. Ryerson and Commission members Peter Krajc and Thomas Dyer.

Mr. Krajc & Mr. Dyer explained the purpose of the project. It is an attempt to involve all sections of the community in a project to clean up the various parks and recreation areas. He stated that the National Guard is donating use of their trucks for pick-up and Sears Roebuck & Co. is donating the plastic bags. He feels that the give away of the T-shirts is the element that will make the project work, as a reward for working on the project and a visual reminder to keep the city clean.

Mr. Ryerson explained that a numbe of other groups will be involved in this project, which is slated for April 9th. Among these are the Downtown Council, The Boy Scouts, The Danbury Little League and the Danbury Industrial Softball League.

The cost of the T-shirts is \$3.25 per shirt. This will be budgeted for in the Parks & Recreation budget in future years, but this year there was not sufficient time to be included.

The committee feels very strongly that the idea for a community clean-up day is an excellent one and feels it will go far in fostering community pride and involvement. The committee commends the Parks and Recreation Commission for their work in the initiation of this project. The committee feels, however, that the state of the contingency fund will not allow the Common Council to appropriate the requested funds at this time. We hope that there will be some funds in the present Pakrs & Recreation budget that will be able to fund at least a portion of this project.

Respectfully submitted

L. T. Charles *Joseph Da Silva* Chairman

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

February 1, 1983

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Honorable Members of the Common Council

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Respectfully submitted

Chairman

John Esposito

Louis Charles

Joseph DaSilva



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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

February 1, 1983

SEWER & WATER EXTENSION COMMITTEE REPORT

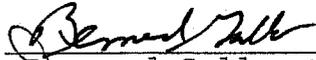
Honorable Mayor James E. Dyer
Honorable Members of the Common Council
City of Danbury, Connecticut

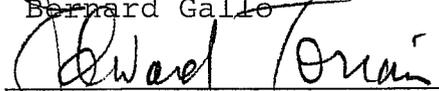
Re: Request of Raymond & Madaline Jowdy for sewers - Golden Hill Rd.

The Sewer & Water extension committee of the Common Council, met on Monday, January 10, 1983 to review the above petition with the City Engineer and has also reviewed a recommendation for approval, from the Planning Commission.

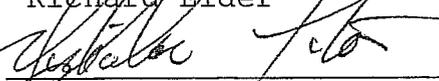
The Committee hereby recommends that the Common Council approve the above petition.

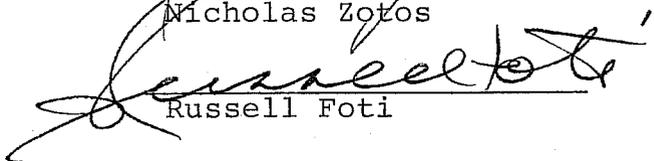
Respectfully submitted

 Chairman
Bernard Galle


Edward Torian


Richard Eider


Nicholas Zotos


Russell Foti



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

February 1, 1983

SEWER & WATER EXTENSION COMMITTEE REPORT

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City of Danbury, Connecticut

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Respectfully submitted

Chairman

Bernard Gallo

Edward Torian

Richard Elder

Nicholas Zotos

Russell Foti



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38

CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

February 1, 1983

COMMON COUNCIL COMMITTEE REPORT

Re: Funds for Labor Negotiation Fees.

The Common Council committee appointed to consider the request for funds for labor negotiation fees, met at 7:00 P.M. on January 19, 1983 in room 432 at City Hall. In attendance were committee members Cassano and Gallo.

The committee reviewed the original request from John Edwards and a letter from Mr. Edwards that detailed the \$17,500 request.

The request was for funds involving the police contract binding arbitration and is reflected in bills already received and anticipated additional charges as follows:

Bills already received:

Meidinger Inc. - Actuaries	\$6,055.
Huppeler Co. - Actuarial Fact Findinf	3,700.

Anticipated charges:

Meidinger Inc & Huppeler Co.	5,000
City Representative (5 days @ \$350)	1,750
Panel Chairman (estimate)	1,000

Total	<u>\$17,505</u>
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Mr. Edwards pointed out that some funds are in the account (\$2,925) but these funds will be used for the routine charges that are on-going for processing grievances and paying the labor negotiator. Mr. Edwards also brought out the fact that no decision has been announced as to whether the negotiator's services are to be continued after the expiration of funds in the budget.

Mr. Gallo made a motion that the committee recommend to the Common Council that the sum of \$17,500 be transferred from the contingency account (subject to certification) to the Labor Negotiation Professional Services and Fees Account #02-01-201-020100. Mr. Cassano seconded the motion and there was unanimous approval.

Respectfully submitted

Anthony Cassano Chairman
Anthony Cassano

Bernard Miller

Put a VB to



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

February 1, 1983

COMMON COUNCIL COMMITTEE REPORT

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Respectfully submitted

Chairman

Anthony Cassano

Bernard Gallo



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DEPARTMENT
OF FINANCE

December 6, 1982

TO: Common Council via
Mayor James Dyer

Certification #120

FROM: John P. Edwards

As I indicated to you recently, the Labor Negotiations budget will have to be increased to cover the cost of labor negotiations. I have discussed this with Miss Thompson, and she indicated we will need approximately \$17,500.00 to cover the cost of binding arbitration.

I hereby certify to the availability of \$17,500.00 to be transferred from the Contingency Account to the Labor Negotiations Professional Services and Fees Account #02-01-201-020100.

Previous balance of Contingency Account	\$ 367,632.90
Less this request	17,500.00
Balance of Contingency Account	\$ <u>350,132.90</u>

John P. Edwards
Comptroller

JPE/af



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

February 1, 1983

SEWER & WATER EXTENSION COMMITTEE REPORT

Honorable Mayor James E. Dyer
Honorable Members of the Common Council
City of Danbury, Connecticut

Re: Sewer & Water Connection on ConRail Property.

The Common Council Sewer & Water Extension committee met on Monday January 10, 1983 to review the License Agreement between the City of Danbury and the Consolidated Rail Corporation. Also discussed was the Agreement between the City of Danbury and the petitioners, Russell Dalessio & Joseph Novella, for property abutting White Turkey Expressway.

The Planning Commission recommend approval of the above request. The committee hereby recommends that the Common Council adopt the two Resolutions as submitted in reference to the above matter.

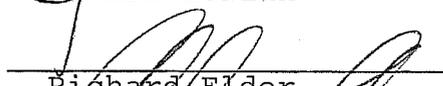
Respectfully submitted



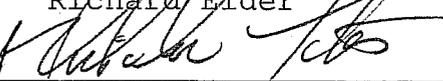
Bernard Gallo Chairman



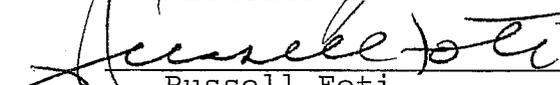
Edward Torian



Richard Elder



Nicholas Zotos



Russell Foti



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

February 1, 1983

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Honorable Members of the Common Council
City of Danbury, Connecticut

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Respectfully submitted

Bernard Gallo

Chairman

Edward Torian

Richard Elder

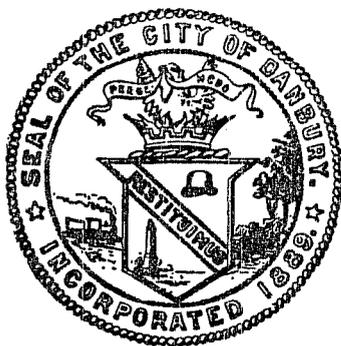
Nicholas Zotos

Russell Foti

RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

Feb. 1, 1983 A. D., 19



RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the City of Danbury seeks to install and maintain a sewer line in the area of the White Turkey Expressway, so called, on property owned by The Consolidated Rail Corporation; and

WHEREAS, the petitioners, Joseph Novella and Russell Dalessio, desire access to said line; and

WHEREAS, the City of Danbury is required to execute a License Agreement with The Consolidated Rail Corporation in order to occupy said property; and

WHEREAS, said License Agreement imposes certain duties and obligations on the City of Danbury as Licensee; and

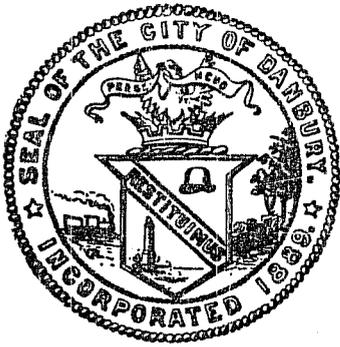
WHEREAS, the petitioners, Joseph Novella and Russell Dalessio, are willing to reimburse the City of Danbury for all costs incurred pursuant to the License Agreement and otherwise protect the City of Danbury from liability arising by virtue of said license;

NOW, THEREFORE, BE IT RESOLVED that James E. Dyer, Mayor of the City of Danbury be and hereby is authorized to execute the attached agreement between the City of Danbury and the petitioners, Joseph Novella and Russell Dalessio.

RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

Feb. 1, 1983 A. D., 19



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WHEREAS, the City of Danbury is required to execute a License Agreement with The Consolidated Rail Corporation in order to install said line, maintain same, and occupy said property;

NOW, THEREFORE, BE IT RESOLVED that James E. Dyer, Mayor of the City of Danbury be and hereby is authorized to execute the attached License Agreement between the City of Danbury and The Consolidated Rail Corporation.



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

February 1, 1983

REPORT & RESOLUTION

Honorable Mayor James E. Dyer
Honorable Members of the Common Council

Re: Morningside Hgts. Area Sewer Project Part I

The Common Council held a public hearing for the Morningside sewer assessments, on January 24, 1983 at 7:30 P.M. in the Council Chambers at City Hall.

The Council met as a committee of the whole on January 28, 1983 at 10:20 P.M. and recommends that the Resolution regarding the sewer assessments be adopted.

Respectfully submitted

A handwritten signature in cursive script that reads "Constance McManus".

Constance McManus
Common Council President



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

February 1, 1983

REPORT & RESOLUTION

Honorable Mayor James E. Dyer
Honorable Members of the Common Council

Re: Morningside Hgts. Area Sewer Project Part I

The Common Council held a public hearing for the Morningside sewer assessments, on January 24, 1983 at 7:30 P.M. in the Council Chambers at City Hall.

The Council met as a committee of the whole on January 28, 1983 at 10:20 P.M. and recommends that the Resolution regarding the sewer assessments be adopted.

Respectfully submitted

Constance McManus
Common Council President



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

February 1, _____ A. D., 19 83

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the City of Danbury caused a sewer line to be constructed known as the Morningside Heights Area Sewer Project, Part I; and

WHEREAS, the General Statutes of the State of Connecticut require that assessments be made against property owners who benefit from said line; and

WHEREAS, the Common Council has determined the amount of said assessments, after public hearing, all according to law; and

WHEREAS, the Connecticut General Statutes § 7-253 authorize the installment payment of assessments levied as the result of benefits derived from the installation of sewerage systems; and

WHEREAS, said installment method of payment is deemed to be in the best interests of the City;

NOW, THEREFORE, BE IT RESOLVED THAT the Assessment of Benefits fixed herein shall be due and payable on or before April 1, 1983 provided, however, that said assessments may be paid in installments in accordance herewith; and

BE IT FURTHER RESOLVED THAT the Tax Collector of the City of Danbury is hereby directed to file the appropriate Certificates of Notice of Installment Payment of Assessment of Benefits in the Land Records of the City of Danbury; and

BE IT FURTHER RESOLVED THAT the following provisions shall apply to installments of sewer benefit assessments in connection with the Morningside Heights Area Sewer Project, Part I:

1. The payment of any benefits by installments hereunder shall be in not more than fourteen (14) substantially equal annual payments.

2. The minimum annual installment payment shall be ONE HUNDRED AND EIGHTY (\$180) DOLLARS.

3. The interest on any deferred payments hereunder shall be due at a rate per annum which shall be the rate of interest the City is obligated to pay on its sewer bonds issued for the cost of such improvement. Any person may pay any installment for which he is liable at any time prior to the due date thereof and no interest on any such installment shall be charged beyond the date of such payment.

4. The Town Clerk shall record on the Land Records of the City of Danbury a certificate signed by the Tax Collector of said City in a form substantially as follows:

CERTIFICATE OF NOTICE OF INSTALLMENT PAYMENT OF ASSESSMENT OF BENEFITS

The undersigned Tax Collector of the City of Danbury in the County of Fairfield, State of Connecticut, hereby certifies from the date hereof an installment payment plan is in effect for payment of an assessment of benefits for the installation of a sewerage system, in favor of the City of Danbury, upon real property situated in the said City, which real property is more fully described in the City Land Records in:

Vol.

Page

The notice of such assessment of sewerage benefits herein certified is to _____ (owner of property), the principal of which is \$ _____ due to said City of Danbury, together with legal interest fees and charges thereon assessed on February 1, 1983 in the name of _____ and the same became due on April 1, 1983 and may be paid in annual installment payments of \$ _____ each plus interest at the rate of 11.3177 per cent on the unpaid principal balance and continuing to _____.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

February 1, _____ A. D., 19 83

RESOLVED by the Common Council of the City of Danbury:

This certificate is filed pursuant to § 7-253 of the General Statutes, as amended.

The property assessed is:

Lot _____

Street _____

Item No. _____

Tax Collector

Received _____, 1983

At _____ M.

Recorded in the Danbury Land Records

Vol. _____ Page _____

Town Clerk

AND BE IT FURTHER RESOLVED THAT the Assessments of Benefits by virtue of the construction of the sewer project are hereby fixed as follows:
(list attached).



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

February 1, 1983

REPORT

Honorable Mayor James E. Dyer
Honorable Members of the Common Council

The Common Council committee appointed to review Commission appointments and re-appointments, met January 26, 1983 at 11:20 P.M. in room 432 at City Hall. Attending were Councilmen Boynton & Foti.

1. The committee reviewed the biographical data supplied on Mrs. Lubus and Mrs. Bryant (see attached).

Mr. Boynton moved to recommend that the Council ratify the appointments of:

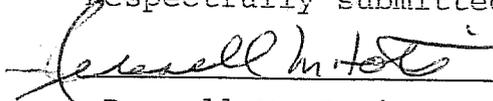
Mrs. Lubus for the Equal Rights & Opportunities Commission.

Mrs. Bryant for the Danbury Youth Commission.

Mr. Foti seconded the motion which was passed unanimously.

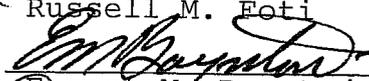
2. Reviewing the attendance records supplied, Mr. Boynton moved to recommend that the Council confirm the re-appointments of:
Peter J. Krajc & Fred Visconti, for the Parks & Recreation Commission.
Bernadette DeMunde and Donald Sollose to the Conservation Commission.
Mr. Foti seconded the motion which was passed unanimously.

Respectfully submitted

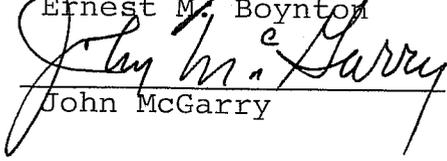


Chairman

Russell M. Foti



Ernest M. Boynton



John McGarry



CITY OF DANBURY

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Respectfully submitted

Chairman

Russell M. Foti

Ernest M. Boynton

John McGarry



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

January 26, 1983

Hon. Members of the Common Council,

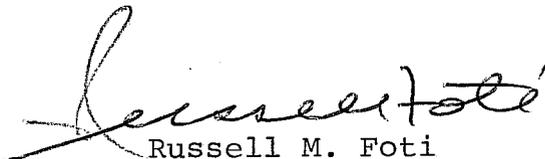
Following is the requested biographical data
on nominees:

Mrs. Carol P. Lubus, nominee to the Equal Rights & Opportunities
Commission

Resident of Ironwood Drive, Danbury
Secretary to the Personnel Director at Boehringer Ingelheim, Ltd.
Attending Western Connecticut State College
Unaffiliated voter, required by Minority Representation Statute.

Mrs. Patricia Bryant, nominee to the Danbury Youth Commission.

Resides at 3 Delta Avenue, Danbury
Secretary at Pitney-Bowes
Director, Pitney-Bowes Employees Club
Pitney-Bowes United Way Representative
Member, Democratic Women's Club


Russell M. Foti

LEASE

THE CITY OF DANBURY

TO

BUSINESS AIRCRAFT CENTER,
INC.

DATED: February 7, 1983

LEASE

THIS LEASE, made this 7th day of February, 1983, between the CITY OF DANBURY, a municipal corporation of the State of Connecticut, and BUSINESS AIRCRAFT CENTER, INC., a corporation duly organized and existing under the laws of the State of Delaware, and having an office and place of business at 56 Kenosia Avenue, Danbury, Connecticut, and qualified to do business in the State of Connecticut, hereinafter referred to respectively as "LESSOR" and "LESSEE",

W I T N E S S E T H:

That the LESSOR hereby leases to the LESSEE, and the LESSEE hereby hires from the LESSOR, that certain piece or parcel of land more fully described on Exhibit "A" attached hereto and made a part hereof, together with the rights and easements more particularly described on Exhibit "A-1", attached hereto and made a part hereof (all said land, property, rights and easements hereinafter referred to as "Premises").

The term of this Lease shall be for twenty-five (25) years, commencing on the date of the issuance of a Certificate of Occupancy for the first building built by the LESSEE on the demised premises at an annual rent in accordance with Exhibit "C", attached hereto and made a part hereof.

IT IS FURTHER MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. CLAIMS: LESSEE, as a material part of the consideration to be rendered to LESSOR, hereby waives all claims against LESSOR for damages to goods, wares and merchandise on or about said land and for injuries to persons on or about said land, from any cause arising at any time, except from LESSOR's negligent, reckless, or intentional conduct, and LESSEE will hold LESSOR exempt and harmless from any damage or injury to any person, or to the goods, wares and merchandise of any person arising from the use of the Premises by LESSEE, or from the failure of LESSEE to keep the Premises in good condition and repair, as herein provided.

2. USE: During the term of this Lease the responsibility for maintenance and upkeep of the Premises shall be solely that of the LESSEE. The LESSEE shall have the right to use the said Premises in accordance with the "Minimum Standards for Lease and/or Use of Danbury Municipal Airport", as adopted by the Aviation Commission of the City of Danbury on June 11, 1970, as

amended (hereinafter the "Minimum Standards"). The LESSEE may not assign this Lease or sublet the said land without the written consent of the AVIATION COMMISSION OF THE CITY OF DANBURY, or its successor or assigns (hereinafter the "Aviation Commission") which consent, contingent solely upon a prospective assignee's satisfactory financial and operational responsibility, shall not unreasonably be withheld, and except as specifically provided elsewhere herein, and except that it is specifically agreed that the normal business activities of an airport fixed base operator (pursuant to said "Minimum Standards"), includes specifically, without limitation, the storage, hangarage, and/or tie-down, for a fee, of aircraft at or upon the leased premises, and such normal business activities shall not constitute an assignment or sub-letting in violation of the aforesaid prohibition against assignments or sub-lettings without consent.

3. NOTICES: All notices to be given to the LESSEE shall be given in writing personally or by depositing the same in the United States mail, postage prepaid, certified mail, return receipt requested, and addressed to the LESSEE at its principal place of business, at 56 Kenosia Avenue, Danbury, Connecticut, or such other address as LESSEE shall in writing notify LESSOR, whether or not the LESSEE had departed therefrom, or abandoned or vacated the premises.

4. RULES, REGULATIONS AND CHARGES: The LESSEE agrees to observe all municipal regulations and state and federal laws as may affect the use of the Premises, and further agrees to observe and abide by the rules, regulations and guidelines as may be set forth from time to time by the Aviation Commission. It is specifically agreed that the LESSOR (except as specifically permitted by Paragraph 21.B.2 hereof), and the Danbury Aviation Commission will not, subsequent to the date hereof, adopt, attempt to enforce, or require, as applicable, any laws, rules, charges, payments, concessions, reditus, or regulations except as such are applied equally to the LESSEE and any and all parties similarly situated.

5. INCORPORATION OF "MINIMUM STANDARDS": All applicable provisions of said "Minimum Standards" (with the exception of Paragraph 9.1 thereof which is replaced and entirely superseded by the above referenced Exhibit "C") are incorporated herewith and made a part hereof, as terms and conditions of this lease.

6. SUCCESSORS: The covenants and conditions herein contained shall apply to, bind, and inure to the benefit of the heirs, successors, executors, administrators and assigns of all the parties hereto, including all departments, commissions, and instrumentalities of the LESSOR, specifically including the Aviation Commission.

7. RIGHT TO LEASE: The LESSOR covenants with the LESSEE that it has good right to lease said Premises in the manner aforesaid, and that it will suffer and permit said LESSEE (it keeping all the covenants on its part to be performed as hereinafter contained) to possess and enjoy the Premises during the terms aforesaid, without hindrance or molestation from it or any person claiming by, from or under it.

8. LESSEE'S COVENANTS: The LESSEE covenants with the LESSOR to hire the Premises, and to pay the rent therefor as aforesaid; and that it will commit no waste, nor suffer the same to be committed thereon, nor injure nor misuse the same; but will deliver up the same at the expiration or sooner termination of its tenancy in as good condition as it is now in, ordinary wear and tear excepted (including improvements then remaining on the Premises); provided, however, that the terms of this paragraph shall not be a bar to the LESSEE's improvement of the premises as hereinafter described and authorized.

9. EVENTS OF TERMINATION: It is further agreed that if: (a) the said rent shall remain unpaid sixty (60) days after the same shall become payable as aforesaid; or (b) the LESSEE shall commit waste or suffer the same to be committed on said leased premises, or shall injure or misuses the same, and such waste, injury, or misuse remains uncured for sixty (60) days after notice by the LESSOR to the LESSEE that such cure is required; or (c) shall violate any of the terms, provisions, or conditions herein contained and such violation remains uncured for sixty (60) days after notice by the LESSOR to the LESSEE; or (d) (1) if the LESSEE commits an act of bankruptcy, or a petition or application requesting an arrangement or reorganization under the Bankruptcy Laws be made on the behalf of the LESSEE, or (2) if the LESSEE without curing same within sixty (60) days from notice thereof from LESSOR to LESSEE that it must so cure, makes an application to its creditors for the composition of its debts or executes an assignment for the benefit of creditors, or files a voluntary petition of bankruptcy, or (3) an involuntary petition in bankruptcy is filed against the LESSEE and not discharged within ninety (90) days, or (4) if a receiver is appointed for any material or substantial portion of the assets of the LESSEE and such receiver is not discharged or released within sixty (60) days of such appointment; then this Lease shall thereupon, by virtue of this express stipulation herein, expire and terminate; and the said 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 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. The foregoing notwithstanding, however, it is expressly understood and agreed that upon the occurrence of any act, petition, application, or assignment as specified in subsection (d) of this Paragraph, the LESSEE shall then have the right for ninety (90) days therefrom to sublet or assign the premises leased hereunto upon the same terms and conditions as provided herein, which sub-letting or assignments if consummated within said ninety (90) days shall constitute a cure to any breach of said subsection (d); provided further, however that the LESSEE secure the consent of the Aviation Commission as to the assignee's or sublessee's financial and operational responsibility, which consent shall not unreasonably be withheld.

10.A. WAIVER OF NOTICE TO QUIT: It is further agreed between the parties hereto that whenever this Lease shall terminate, either by lapse of time or by virtue of any of the express stipulations herein, the said LESSEE hereby waives all right to any notice to quit possession, as prescribed by the statute relating to summary process.

10.B. HOLDING OVER: And it is further agreed that in case the said LESSEE shall, with the written consent of the 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.

10.C. COMPENSATION UPON EARLY TERMINATION: In the event that this LEASE is terminated by the LESSOR prior to the expiration of the initial twenty-five (25) year term, or any extension thereof, for any reason except LESSEE's default or LESSEE's breach of this Lease, which termination except for such default or breach, shall only be made upon an expressed finding by the LESSOR that such termination is required by the public good and necessity, LESSEE shall thereupon be reimbursed by LESSOR in an amount representing that sum to which LESSEE would be entitled had the LESSOR exercised its power of eminent domain to acquire the LESSEE's interest in the Premises and improvements, including LESSEE's loss of goodwill which may result from any termination, interruption or inconvenience to LESSEE'S business, and upon such payments LESSEE shall have no further claim to any such structure or improvements. The term "LESSEE's interest" as used in this Paragraph shall include the interest of any party having any interest in the LESSEE's personal property or building(s) as

mortgagor, lienor or the like. In the event of any such termination aforesaid, the LESSOR shall also thereupon, in addition to the requirements, obligations, and agreements contained in this paragraph above, identify, make available, and lease to the LESSEE land upon the Danbury Municipal Airport of at least equal area and utility, and in all other respects equivalent to the herein leased Premises, the lease for such equivalent land to be upon the same terms and conditions as are in this Lease established and set forth.

11. COMPLIANCE WITH LAWS: It is further agreed between the parties hereto that the LESSEE is to comply with and conform to the laws of the State of Connecticut and the ordinances, rules, regulations, and By-laws (if any) of the City of Danbury within which the land hereby leased is situated, relating to health, nuisance and fire, so far as the Premises is or may be concerned; and to save the LESSOR harmless from all fines, penalties and costs for the violation of or non-compliance with the same.

12. RENEWAL: The LESSEE is given the option to renew this Lease for two (2) additional ten (10) year periods upon the same terms and conditions contained herein provided the LESSEE notifies the LESSOR of its intention to renew at least six (6) months prior to the expiration of the Lease or any renewal thereof by giving written notice by certified or registered mail, return receipt requested to the Aviation Commission or the LESSOR or their successors and/or assigns.

13. RELATIONSHIP TO FEDERAL OBLIGATIONS: The LESSEE agrees to use the land on the airport in accordance with the obligations of the LESSOR contained in any pre-existing agreements between the LESSOR and the United States; and in furtherance of this general covenant but without limiting its general application, the LESSEE specifically agrees:

a. to use the land on the airport for the use and benefit of the public;

b. to continue its use of the land on the airport in common with such other qualified persons desiring to conduct aeronautical operations on the airport in the event the LESSOR provides space therefor.

14. FEDERAL AVIATION ACT OF 1958: It is expressly understood and agreed that the covenants and provisions herein contained are in no way intended as authorizing the grant of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958, as amended.

15. SUBORDINATION TO FEDERAL AGREEMENTS: This Lease will be subordinate to the provisions of any existing or future agreement entered into between the LESSOR and the United States to obtain federal aid for the improvement or operation and maintenance of the airport, provided that no such action shall unreasonably interfere with the operation of LESSEE's business or interests.

16. NON-DISCRIMINATION: The LESSEE agrees not to discriminate on account of age, sex, race, creed, color or national origin in the use of the Premises.

17. NON-ENCUMBRANCE: The LESSEE agrees not to mortgage or otherwise encumber this Lease without the written consent of the LESSOR, which consent shall not unreasonably be withheld, but it is specifically agreed and understood that this provision shall not act as a bar to the LESSEE's mortgage or other encumbrance of any improvements to be made on the leased premises, and it is further agreed and understood that the LESSEE may make a conditional assignment of this lease to any state or federally chartered banking institution for the purposes of securing from such financial institution a mortgage, loan, or other financing for the building(s) and/or improvement(s) to be constructed upon the Premises, and that any limitation upon the assignment of this lease created by the terms of this lease shall not apply to any such financial institution, provided that such financial institution receive approval from the Aviation Commission of any assignee's financial and operational responsibility, which approval shall not unreasonably be withheld.

18. MODIFICATION: This Lease, together with all documents, exhibits, schedules, attachments and other such writings incorporated herein and made a part hereof, constitute the entire agreement between the parties and cannot be waived, changed, modified, amended, or terminated in any manner except in writing subscribed by both parties through their duly authorized officers.

19. BODY OF LAW: This Lease shall be governed by, interpreted and constructed, in both law and equity, under and in accordance with the laws of the State of Connecticut.

20. CONSTRUCTION: The LESSEE agrees that no building(s) or structure(s) will be constructed upon the Premises without obtaining the prior written permission(s) of the Building Department and Planning Commission of the City of Danbury, which approval(s) shall be a condition precedent to LESSEE's obligations hereunder. Any building(s) or structure(s) so constructed by the LESSEE before the conclusion of the first twenty-five (25) years of the term of this Lease shall become the property of the LESSOR upon (1) the termination of this lease or

(2) any extension(s) thereof whichever shall be the latter (or last) to occur. Any building(s) or structure(s) so constructed by the LESSEE subsequent to the first twenty-five (25) years of this lease shall be deemed trade fixtures of the LESSEE and may be removed from the property by the LESSEE at the conclusion of the lease.

21. DEFINITIONS AND MISCELLANEOUS RENT PROVISIONS.

A. As used throughout this lease, the terms or words set forth hereinbelow shall be defined as follows:

1. "Rental Year" shall mean a period of time equal to a calendar year commencing on the same day of each calendar year as the day of the calendar year upon which the term of this lease first commenced.

2. "Gross Annual Rent" shall mean the LESSEE's total Rental Year financial obligations to the LESSOR, as computed in accordance with the formula set-forth in Exhibit "C", (consisting of the product of item A times B, times C thereof) exclusive of any and all fees and taxes due from the LESSEE to the LESSOR, or the LESSOR through its Aviation Commission, for the operation of services under the "Minimum Leasing Standards" aforesaid.

3. "Net Cash Annual Rent" shall mean the cash balance due by the LESSEE to the LESSOR for any Rental Year equal to the Gross Annual Rent less the real estate tax adjustments included in or incorporated by reference within item D of Exhibit "C".

4. "Assessed Value" means the value assigned to the Premises by the Tax Assessor of the City of Danbury, against which value the City of Danbury's annual Mill Rate is multiplied in order to produce the municipal real property tax that would be owed in connection with said Premises if such Premises were private property.

B. MISCELLANEOUS RENT PROVISIONS:

B.1. Anything in this Lease to the contrary notwithstanding, the Gross Total Annual Rent for all rental years subsequent to the sixteenth rental year shall not exceed: the Gross Total Annual Rent due for the eighth rental year in accordance with the rent formula established in accordance with Exhibit "C" (notwithstanding and disregarding the Maximum Net Cash Annual Rent as set by Paragraph "E" of said Exhibit "C"); multiplied by ONE (1), plus or minus twenty-five (25%) percent of the aggregate net change in the United States General Consumer Price Index (to a maximum of 8% per year) from January 1, 1991 through December 31st of the calendar year ending immediately

prior to the end of the rental year for which such rent is to be paid.

B.2. Anything to the contrary herein notwithstanding, the LESSOR agrees that the LESSEE shall in no event be responsible for any Net Cash Annual Rent per acre greater than the Net Cash Annual Rent per acre payable to the City of Danbury or the Danbury Aviation Commission for any land leased to a fixed base operator, as defined in said "Minimum Standards", except that it is further agreed and understood that this sub-paragraph 21.B.2 shall not apply to, relate to, or have any effect between the LESSEE and any Danbury Aviation Commission's permitted Fixed Base Operators, as defined aforesaid, doing business under now extant leases, other legal arrangements, or during any period of any option exercisable at the sole discretion of any now extant F.B.O. lessee, where the entire terms and provisions of such option(s) are included within the option agreement, (but excluding any and all extensions or renewals thereof) at the Danbury Airport in their respective current locations (and to the extent thereof) as of the date hereof, provided that the present ownership and management of such current permitted Fixed Base Operators remains substantially the same as such are constituted as of the date hereof (other than changes entirely beyond the control of the LESSOR or the Aviation Commission).

B.3. Anything to the contrary herein notwithstanding, the LESSOR agrees that the LESSEE shall in no event be responsible for any "interest rate", as defined in paragraph C of the aforereferenced rent formula, in excess of eleven (11%) percent.

B.4 It is agreed and understood that the LESSEE is hereby granted, assigned, permitted, authorized, designated and/or otherwise allowed to appeal any tax assessment made (at any time during the term of this lease) of the Premises by any taxing authority in the same manner and to the same extent as if the LESSEE were the owner of the Premises in fee-simple-absolute.

22. LICENSE: From the date of the execution hereof until the commencement of the term of this Lease, the LESSEE is hereby granted an irrevocable license coupled with an interest, which interest consists of the mutual covenants herein contained, to enter upon the demised premises and to take all other reasonable and necessary actions to carry this agreement into full force and effect, which action may include, without limitations, site tests, fencing, construction work, paving, septic and water system installation, and the like.

23. DISPUTE SETTLEMENT: Any controversy or claim of value greater than \$1,000.00, arising out of or relating to this lease,

or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as attached hereto and made a part hereof as Exhibit "D", at Danbury, Connecticut, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof.

24. TAX METHOD CONTINGENCY: It is understood and agreed by the LESSOR and the LESSEE that if at any time during the term of this lease, the methods of taxation prevailing at the commencement of the term hereof shall be altered or changed in any fashion, whether by the State of Connecticut, the City of Danbury, or the United States Federal Government, or the Courts thereof, or otherwise, so as to cause the whole or any part of the real estate taxes, assessments, levies, impositions or charges now or hereafter levied, assessed or imposed on the Premises and the improvements thereon constructed during the first twenty-five (25) Rental Years, to be levied, assessed and imposed wholly or partially as a capital levy on the LESSEE or whether imposed in any other manner on the LESSEE other than that prevailing at the commencement hereof, on the rents or profits received from the Premises or otherwise, or if any such tax, assessment, levy (including but not limited to any municipal, state or federal levy), imposition, or charge, or any part thereof, shall be measured by or based in whole or in part upon the value of the leased Premises or the improvements thereon and shall be imposed upon the LESSEE; THEN all such taxes, assessments, levies, impositions or charges, or the part thereof so measured or based shall be deemed a part of the sum to be included within and made a part of the rental tax credit incorporated within this lease as Paragraph D of Exhibit C hereof, just as if such new or substituted levy or tax were a part of any such tax in existence at the commencement of the term of this lease. For the purposes of this paragraph only, the term LESSEE is understood to include Business Aircraft Center, Inc., as further identified above, and/or Robert B. Zohn, personally, the President of said Business Aircraft Center, Inc. In the event that an agreement as to an equitable determination and application of such tax credit cannot be made by the parties hereto, it is agreed that the issue shall be resolved in accordance with the provisions of Paragraph 23 hereof.

25. It is agreed and understood that the terms and provisions of Paragraph 24 hereof do not relate to or have any application in regard to any special assessment levied by the City of Danbury in regard to any municipal sewer line or other such public improvement from which the LESSEE derives a special benefit.

26. ACCESS PERMIT: To the extent within the proper exercise of the powers of LESSOR, airport access and fixed base operation

permits is(are) hereby granted to LESSEE for the entire period that this lease is in effect, subject only to the cancellation thereof for good cause shown.

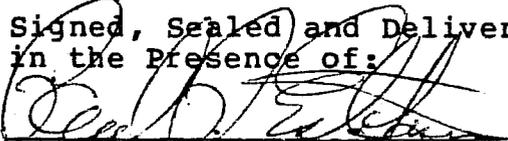
27. ALL LEGAL PROVISIONS INCLUDED: It is the intention and the agreement of the parties to this lease that all legal provisions of law required to be inserted herein shall be and are inserted herein. However, if by mistake or otherwise, some such provisions is not herein inserted, or is not inserted in proper form, then on the application of either party, the lease shall be amended so as to strictly comply with the law and without prejudice to the rights of either party hereunder.

28. UNLAWFUL PROVISIONS DEEMED STRICKEN: All unlawful provisions shall be deemed stricken from this lease, and shall be of no effect. On the application of either party, the unlawful part shall be considered stricken without affecting the binding force of the remainder of the lease.

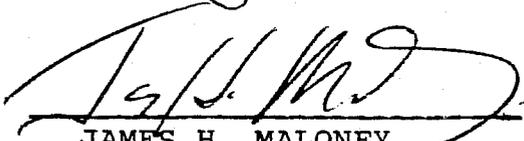
29. HEADINGS: The headings or titles to sections of this lease are not a part of the lease and shall have no effect upon the construction or interpretation of any part of this lease.

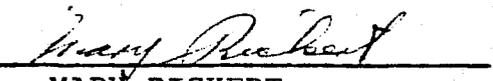
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 7th day of February, 1983.

Signed, Sealed and Delivered
in the Presence of:

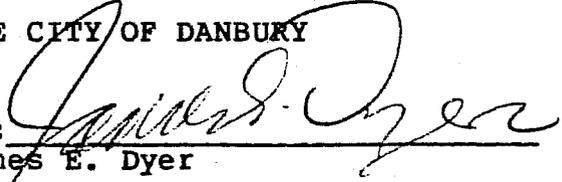

PAUL D. ESTEFAN


ERIC L. GOTTSCHALK


JAMES H. MALONEY


MARY RICKERT

THE CITY OF DANBURY

By: 
James E. Dyer
Its Mayor
hereunto duly authorized

BUSINESS AIRCRAFT CENTER, INC.

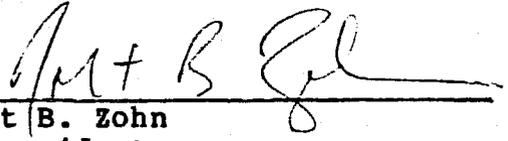
By: 
Robert B. Zohn
Its President
hereunto duly authorized

EXHIBIT A

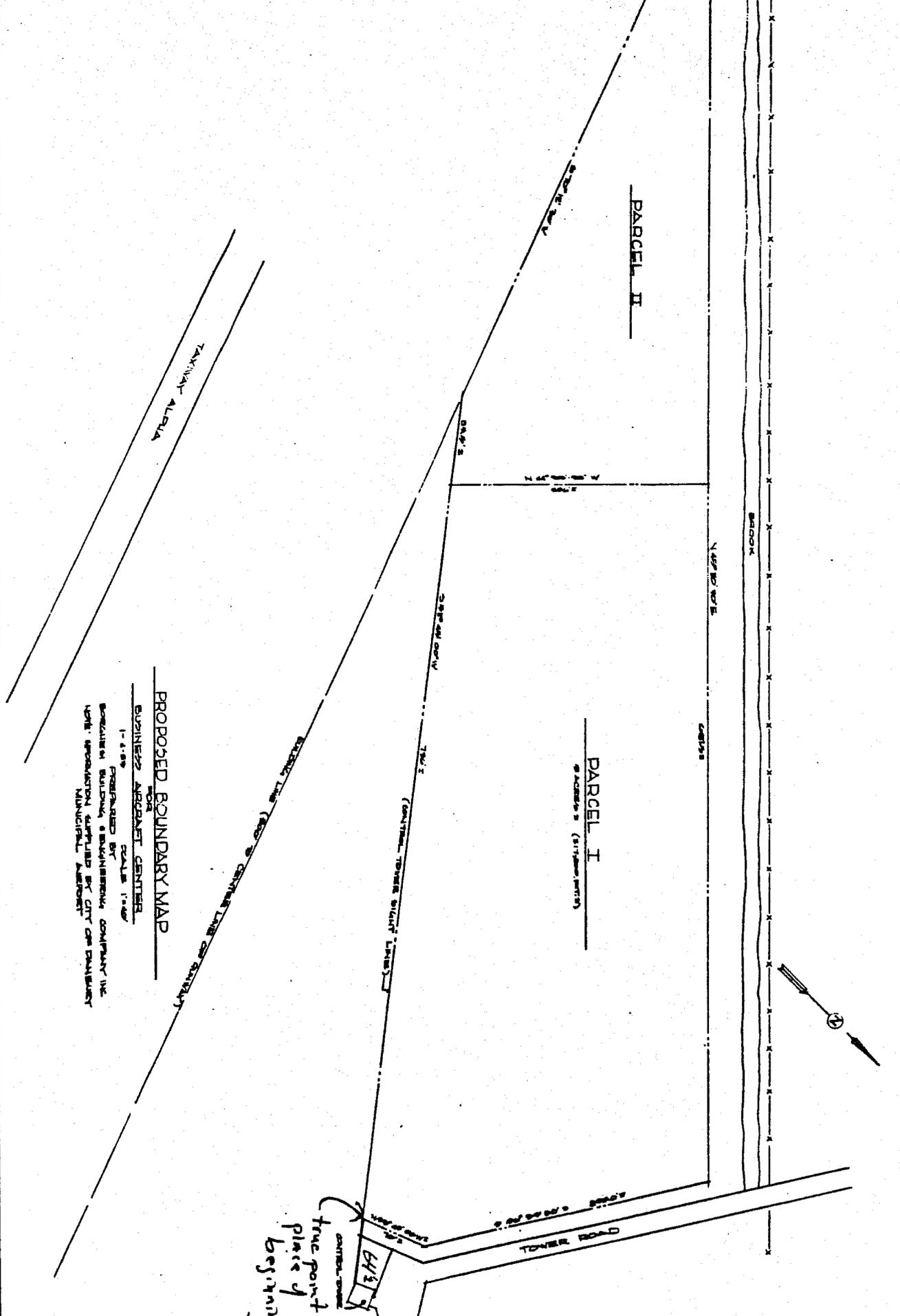
PARCEL "I"

All that certain piece or parcel of land containing 5.0+ acres, located at Danbury Municipal Airport, in the City of Danbury, Fairfield County, State of Connecticut, bounded on all sides by other land of the City of Danbury, and further described as follows:

Commencing at a true point or place of beginning, which true point or place of beginning is determined as follows:

Starting at the Southwesterly corner of the Danbury Airport Control Tower, thence running generally Southwesterly a distance of 64 feet more or less to a point, which point is the true point or place of beginning; running thence from said true point or place of beginning the following courses and distances: S $52^{\circ} 45' 00''$ W, 736 feet more or less; N $44^{\circ} 39' 30''$ West, 256 feet more or less; N $45^{\circ} 20' 30''$ E, 687.5 feet more or less; S $56^{\circ} 39' 30''$ E, 290.0 feet more or less; and S $54^{\circ} 45' 00''$ W, 70'+ to the true point or place of beginning.

For a more particular description, reference is made to a certain map entitled, "PROPOSED BOUNDARY MAP for BUSINESS AIRCRAFT CENTER, [dated:] 1-4-83, Scale 1" = 40'", said map prepared by Borghesi Building & Engineering Company, Inc., 2155 East Main Street, Torrington, Connecticut 06790, which map in size reduction form is attached hereto and made a part hereof as page 13.



PROPOSED BOUNDARY MAP
 FOR
BUSINESS APPLICANT CENTER
 1" = 40'
 PREPARED BY
 SOUTHERN BUILDING & ENGINEERING COMPANY, INC.
 WORK PREPARED BY CITY OF DANIELSON
 MUNICIPAL ANNUAL

True point or
 place of
 beginning.

EXHIBIT A-1

TOGETHER with the right to use in common with the owner or LESSEE of Parcel II, as described in Exhibit B, a 35' wide taxiway running in a generally southerly direction to taxiway Alpha, subject to the obligation of the LESSEES of said Parcels I and II, if any, to pay equally the costs of installing and maintaining said taxiway.

EXHIBIT B

AIRPORT

PARCEL "II"

All that certain piece or parcel of land containing 2.0+ acres, located at Danbury Municipal Airport, in the City of Danbury, Fairfield County, State of Connecticut, designated as Parcel II on certain map entitled "PROPOSED BOUNDARY MAP for BUSINESS AIRCRAFT CENTER, [dated:] 1-4-83, Scale 1" = 40'", said map prepared by Borghesi Building & Engineering Company, Inc., 2155 East Main Street, Torrington, Connecticut 06790, which map in size reduction form is attached hereto and made a part hereof as page 13, further described as follows:

All that certain piece or parcel of land containing 2.0 acres more or less, bounded and described as follows:

- NORTHEASTERLY: A distance of 256'+ by other land of the City of Danbury at Danbury Municipal Airport, now or formerly leased to Business Aircraft Center, Inc.;
- SOUTHEASTERLY: A distance 85.5+ by other land of the City of Danbury at Danbury Municipal Airport;
- SOUTHERLY: By other land of the City of Danbury at Danbury Municipal Airport; and
- NORTHWESTERLY: By other land of the City of Danbury at Danbury Municipal Airport.

EXHIBIT "C"

RENT

The LESSEE shall pay to the LESSOR a gross total annual rent, for the premises described on Exhibit "A" of this lease, a sum equal to the sum certain determined in accordance with the following formula:

(A times B), times C.

Rent for Year
Beginning 3/1/83
For Example Only

35,000 ac (estimated)

X 5

175,000

+ .08 1978 (estimated)

+ .08 1979 (estimated)

+ .08 1980 (estimated)

+ .08 1981 (estimated)

+ .08 1982 (estimated)

= 0.40

+ 1.0

= 1.40

[A. Assessed value of devised land

(exclusive of any building or

improvements thereon), from the 1977

grand list decennial re-assessment list

TIMES:

B. One (1), plus or minus the aggregate

net change in the United States

General Consumer Price Index (to a

maximum of 8% per year) from January 1,

1978 through December 31st of the year

ending immediately prior to the rental

year for which rent is to be paid;

175,000
x 1.40
=245,000

TIMES:

C. The median interest rate paid, by Connecticut municipalities rated "Aa" by Moody's Investors Service, Inc. upon the offering of long term (i.e. 20 years) full faith and credit general obligation bonds issued by such Connecticut Municipalities during the one year period ending December 31st of the year ending immediately prior to the rental year for which the rent is to be paid; provided that if no such bonds were issued by Connecticut municipalities in any given period, then for that period the median rate shall be the rate determined in reference to all such bonds issued by municipalities located within the other five New England states, provided further that if no such bonds were issued by such New England municipalities for such period, the median rate shall be the rate determined in reference to all such municipalities

X .11
=26,950*

located within the ten (10) most populous states of the United States as determined by the then most recent United States Census. (* Which intermediate product is defined as the pre-tax adjustment Gross Annual Rent.);

Said Gross Annual Rent shall be subject to the following adjustment:

LESS:

-5,000 (estimated)

D. (Tax Credit) The real estate taxes paid or to be paid by the lessee to the City of Danbury for buildings and other improvements located at or upon the demised premises constructed before or during the first twenty-five rental years, said taxes to be calculated at the mill rate adopted by the City of Danbury for the City's fiscal year beginning as of or immediately prior to the commencement of the rental year in which the rent is to be paid. (**Which final product is defined as the Net Cash Annual Rent)

= 21,950**
=====

E. It is provided, however, all of the foregoing provisions of this lease and this Exhibit "C" notwithstanding, that the maximum Net Cash Annual Rent payable during the first sixteen (16) years of the lease shall be in accordance with the following schedule:

<u>RENTAL YEAR</u>	<u>AMOUNT</u>
1	\$11,500
2	\$12,428
3	\$13,356
4	\$14,284
5	\$15,212
6	\$16,140
7	\$17,068
8	\$18,000
9	\$18,928
10	\$19,856
11	\$20,784
12	\$21,712
13	\$22,640
14	\$23,568
15	\$24,496
16	\$25,424

F. It is further provided, all of the foregoing provisions this lease (except paragraph 21.B.2 hereof) and this Exhibit "C" notwithstanding, that the minimum Net Cash Annual Rent payable during the entire term of this lease, and any extensions or renewals thereof shall be \$11,500.00, unless otherwise established by the operation of said paragraph 21.B.2. In the event of any conflict between the operation of this paragraph F of this Exhibit, and any maximum rent provision of this Lease, except the maximum rent provisions included in paragraph 21.B.2 of this Lease, paragraph F shall be deemed to govern the rent to be paid.

EXHIBIT "D"

COMMERCIAL ARBITRATION RULES

of the

AMERICAN ARBITRATION ASSOCIATION

As amended and in effect April 1, 1981



AMERICAN ARBITRATION ASSOCIATION
140 West 51st Street New York, N.Y. 10020

When you include in your Agreements an arbitration clause naming the AAA, you rely on AAA service, and you place upon the Association the responsibility of providing that service. You will enable AAA to carry out that responsibility with maximum speed and efficiency if you advise the Association immediately whenever such a clause is used, and not wait until a dispute arises to inform it of its responsibility.

For the Arbitration of future disputes:—

The American Arbitration Association recommends the following arbitration clause for insertion in all commercial contracts:

STANDARD ARBITRATION CLAUSE

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof.

For the Submission of existing disputes:—

We, the undersigned parties, hereby agree to submit to arbitration under the Commercial Arbitration Rules of the American Arbitration Association the following controversy: (cite briefly). We further agree that the above controversy be submitted to (one) (three) Arbitrator(s) selected from the panels of Arbitrators of the American Arbitration Association. We further agree that we will faithfully observe this agreement and the Rules and that we will abide by and perform any award rendered by the Arbitrator(s) and that a judgment of the Court having jurisdiction may be entered upon the award.

Section 1. AGREEMENT OF PARTIES — The parties shall be deemed to have made these Rules a part of their arbitration agreement whenever they have provided for arbitration by the American Arbitration Association or under its Rules. These Rules and any amendment thereof shall apply in the form obtaining at the time the arbitration is initiated.

Section 2. NAME OF TRIBUNAL — Any Tribunal constituted by the parties for the settlement of their dispute under these Rules shall be called the Commercial Arbitration Tribunal.

Section 3. ADMINISTRATOR — When parties agree to arbitrate under these Rules, or when they provide for arbitration by the American Arbitration Association and an arbitration is initiated thereunder, they thereby constitute AAA the administrator of the arbitration. The authority and obligations of the administrator are prescribed in the agreement of the parties and in these Rules.

Section 4. DELEGATION OF DUTIES — The duties of the AAA under these Rules may be carried out through Tribunal Administrators, or such other officers or committees as the AAA may direct.

Section 5. NATIONAL PANEL OF ARBITRATORS — The AAA shall establish and maintain a National Panel of Arbitrators and shall appoint Arbitrators therefrom as hereinafter provided.

Section 6. OFFICE OF TRIBUNAL — The general office of a Tribunal is the headquarters of the AAA, which may, however, assign the administration of an arbitration to any of its Regional Offices.

Section 7. INITIATION UNDER AN ARBITRATION PROVISION IN A CONTRACT — Arbitration under an arbitration provision in a contract may be initiated in the following manner:

(a) The initiating party shall give notice to the other party of its intention to arbitrate (Demand), which notice shall contain a statement setting forth the nature of the dispute, the amount involved, if any, the remedy sought, and

(b) By filing at any Regional Office of the AAA two (2) copies of said notice, together with two (2) copies of the arbitration provisions of the contract, together with the appropriate administrative fee as provided in the Administrative Fee Schedule.

The AAA shall give notice of such filing to the other party. If so desired, the party upon whom the Demand for Arbitration is made may file an answering statement in duplicate with the AAA within seven days after notice from the AAA, in which event said party shall simultaneously send a copy of the answer to the other party. If a monetary claim is made in the answer the appropriate fee provided in the Fee Schedule shall be forwarded to the AAA with the answer. If no answer is filed within the stated time, it will be assumed that the claim is denied. Failure to file an answer shall not operate to delay the arbitration.

Section 8. CHANGE OF CLAIM — After filing of the claim, if either party desires to make any new or different claim, such claim shall be made in writing and

filed with the AAA, and a copy thereof shall be mailed to the other party, who shall have a period of seven days from the date of such mailing within which to file an answer with the AAA. After the Arbitrator is appointed, however, no new or different claim may be submitted except with the Arbitrator's consent.

Section 9. INITIATION UNDER A SUBMISSION — Parties to any existing dispute may commence an arbitration under these Rules by filing at any Regional Office two (2) copies of a written agreement to arbitrate under these Rules (Submission), signed by the parties. It shall contain a statement of the matter in dispute, the amount of money involved, if any, and the remedy sought, together with the appropriate administrative fee as provided in the Fee Schedule.

Section 10. PRE-HEARING CONFERENCE — At the request of the parties or at the discretion of the AAA a pre-hearing conference with the administrator and the parties or their counsel will be scheduled in appropriate cases to arrange for an exchange of information and the stipulation of uncontested facts so as to expedite the arbitration proceedings.

Section 11. FIXING OF LOCALE — The parties may mutually agree on the locale where the arbitration is to be held. If the locale is not designated within seven days from the date of filing the Demand or Submission, the AAA shall have power to determine the locale. Its decision shall be final and binding. If any party requests that the hearing be held in a specific locale and the other party files no objection thereto within seven days after notice of the request, the locale shall be the one requested.

Section 12. QUALIFICATIONS OF ARBITRATOR — Any Arbitrator appointed pursuant to Section 13 or Section 15 shall be neutral, subject to disqualification for the reasons specified in Section 19. If the agreement of the parties names an Arbitrator or specifies any other method of appointing an Arbitrator, or if the parties specifically agree in writing, such Arbitrator shall not be subject to disqualification for said reasons.

Section 13. APPOINTMENT FROM PANEL — If the parties have not appointed an Arbitrator and have not provided any other method of appointment, the Arbitrator shall be appointed in the following manner: Immediately after the filing of the Demand or Submission, the AAA shall submit simultaneously to each party to the dispute an identical list of names of persons chosen from the Panel. Each party to the dispute shall have seven days from the mailing date in which to cross off any names objected to, number the remaining names to indicate the order of preference, and return the list to the AAA. If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable. From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the AAA shall invite the acceptance of an Arbitrator to serve. If the parties fail to agree upon any of the persons named, or if acceptable Arbitrators are unable to act, or if for any other reason the appointment cannot be made from the submitted lists, the AAA shall have the power to make the appointment from among other members of the Panel without the submission of any additional lists.

Section 14. DIRECT APPOINTMENT BY PARTIES — If the agreement of the parties names an Arbitrator

or specifies a method of appointing an Arbitrator, that designation or method shall be followed. The notice of appointment, with name and address of such Arbitrator, shall be filed with the AAA by the appointing party. Upon the request of any such appointing party, the AAA shall submit a list of members of the Panel from which the party may, if it so desires, make the appointment.

If the agreement specifies a period of time within which an Arbitrator shall be appointed, and any party fails to make such appointment within that period, the AAA shall make the appointment.

If no period of time is specified in the agreement, the AAA shall notify the parties to make the appointment and if within seven days thereafter such Arbitrator has not been so appointed, the AAA shall make the appointment.

Section 15. APPOINTMENT OF NEUTRAL ARBITRATOR BY PARTY-APPOINTED ARBITRATORS — If the parties have appointed their Arbitrators or if either or both of them have been appointed as provided in Section 14, and have authorized such Arbitrators to appoint a neutral Arbitrator within a specified time and no appointment is made within such time or any agreed extension thereof, the AAA shall appoint a neutral Arbitrator who shall act as Chairman.

If no period of time is specified for appointment of the neutral Arbitrator and the parties do not make the appointment within seven days from the date of the appointment of the last party-appointed Arbitrator, the AAA shall appoint such neutral Arbitrator, who shall act as Chairman.

If the parties have agreed that their Arbitrators shall appoint the neutral Arbitrator from the Panel, the AAA shall furnish to the party-appointed Arbitrators, in the manner prescribed in Section 13, a list selected from the Panel, and the appointment of the neutral Arbitrator shall be made as prescribed in such Section.

Section 16. NATIONALITY OF ARBITRATOR IN INTERNATIONAL ARBITRATION — If one of the parties is a national or resident of a country other than the United States, the sole Arbitrator or the neutral Arbitrator shall, upon the request of either party, be appointed from among the nationals of a country other than that of any of the parties.

Section 17. NUMBER OF ARBITRATORS — If the arbitration agreement does not specify the number of Arbitrators, the dispute shall be heard and determined by one Arbitrator, unless the AAA, in its discretion, directs that a greater number of Arbitrators be appointed.

Section 18. NOTICE TO ARBITRATOR OF APPOINTMENT — Notice of the appointment of the neutral Arbitrator, whether appointed by the parties or by the AAA, shall be mailed to the Arbitrator by the AAA, together with a copy of these Rules, and the signed acceptance of the Arbitrator shall be filed prior to the opening of the first hearing.

Section 19. DISCLOSURE AND CHALLENGE PROCEDURE — A person appointed as neutral Arbitrator shall disclose to the AAA any circumstances likely to affect impartiality, including any bias or any financial or personal interest in the result of the arbitration or any

past or present relationship with the parties or their counsel. Upon receipt of such information from such Arbitrator or other source, the AAA shall communicate such information to the parties, and, if it deems it appropriate to do so, to the Arbitrator and others. Thereafter, the AAA shall determine whether the Arbitrator should be disqualified and shall inform the parties of its decision, which shall be conclusive.

Section 20. VACANCIES — If any Arbitrator should resign, die, withdraw, refuse, be disqualified or be unable to perform the duties of the office, the AAA may, on proof satisfactory to it, declare the office vacant. Vacancies shall be filled in accordance with the applicable provisions of these Rules and the matter shall be reheard unless the parties shall agree otherwise.

Section 21. TIME AND PLACE — The Arbitrator shall fix the time and place for each hearing. The AAA shall mail to each party notice thereof at least five days in advance, unless the parties by mutual agreement waive such notice or modify the terms thereof.

Section 22. REPRESENTATION BY COUNSEL — Any party may be represented by counsel. A party intending to be so represented shall notify the other party and the AAA of the name and address of counsel at least three days prior to the date set for the hearing at which counsel is first to appear. When an arbitration is initiated by counsel, or where an attorney replies for the other party, such notice is deemed to have been given.

Section 23. STENOGRAPHIC RECORD — The AAA shall make the necessary arrangements for the taking of a stenographic record whenever such record is requested by a party. The requesting party or parties shall pay the cost of such record as provided in Section 50.

Section 24. INTERPRETER — The AAA shall make the necessary arrangements for the services of an interpreter upon the request of one or more of the parties, who shall assume the cost of such service.

Section 25. ATTENDANCE AT HEARINGS — The Arbitrator shall maintain the privacy of the hearings unless the law provides to the contrary. Any person having a direct interest in the arbitration is entitled to attend hearings. The Arbitrator shall otherwise have the power to require the exclusion of any witness, other than a party or other essential person, during the testimony of any other witness. It shall be discretionary with the Arbitrator to determine the propriety of the attendance of any other person.

Section 26. ADJOURNMENTS — The Arbitrator may take adjournments upon the request of a party or upon the Arbitrator's own initiative and shall take such adjournment when all of the parties agree thereto.

Section 27. OATHS — Before proceeding with the first hearing or with the examination of the file, each Arbitrator may take an oath of office, and if required by law, shall do so. The Arbitrator has discretion to require witnesses to testify under oath administered by any duly qualified person or, if required by law or demanded by either party, shall do so.

Section 28. MAJORITY DECISION — Whenever there is more than one Arbitrator, all decisions of the Arbitrators must be by at least a majority. The award must also be made by at least a majority unless the concurrence of all is expressly required by the arbitration agreement or by law.

Section 29. ORDER OF PROCEEDINGS — A hearing shall be opened by the filing of the oath of the Arbitrator, where required, and by the recording of the place, time and date of the hearing, the presence of the Arbitrator and parties, and counsel, if any, and by the receipt by the Arbitrator of the statement of the claim and answer, if any.

The Arbitrator may, at the beginning of the hearing, ask for statements clarifying the issues involved.

The complaining party shall then present its claim and proofs and its witnesses, who shall submit to questions or other examination. The defending party shall then present its defense and proofs and its witnesses, who shall submit to questions or other examination. The Arbitrator has discretion to vary this procedure but shall afford full and equal opportunity to all parties for the presentation of any material or relevant proofs.

Exhibits, when offered by either party, may be received in evidence by the Arbitrator.

The names and addresses of all witnesses and exhibits in order received shall be made a part of the record.

Section 30. ARBITRATION IN THE ABSENCE OF A PARTY — Unless the law provides to the contrary, the arbitration may proceed in the absence of any party which, after due notice, fails to be present or fails to obtain an adjournment. An award shall not be made solely on the default of a party. The Arbitrator shall require the party who is present to submit such evidence as the Arbitrator may require for the making of an award.

Section 31. EVIDENCE — The parties may offer such evidence as they desire and shall produce such additional evidence as the Arbitrator may deem necessary to an understanding and determination of the dispute. The Arbitrator, when authorized by law to subpoena witnesses or documents, may do so upon the Arbitrator's own initiative or upon the request of any party. The Arbitrator shall be the judge of the relevancy and materiality of the evidence offered and conformity to legal rules of evidence shall not be necessary. All evidence shall be taken in the presence of all the Arbitrators and of all the parties, except where any of the parties is absent in default or has waived the right to be present.

Section 32. EVIDENCE BY AFFIDAVIT AND FILING OF DOCUMENTS — The Arbitrator shall receive and consider the evidence of witnesses by affidavit, but shall give it only such weight as the Arbitrator deems it entitled to after consideration of any objections made to its admission.

All documents not filed with the Arbitrator at the hearing, but arranged for at the hearing or subsequently by agreement of the parties, shall be filed with the AAA for transmission to the Arbitrator. All parties shall be afforded opportunity to examine such documents.

Section 33. INSPECTION OR INVESTIGATION — Whenever the Arbitrator deems it necessary to make an inspection or investigation in connection with the arbitration, the Arbitrator shall direct the AAA to advise the parties of such intention. The Arbitrator shall set the time and AAA shall notify the parties thereof. Any party who so desires may be present at such inspection or investigation. In the event that one or both parties are not present at the inspection or investigation, the Arbitrator shall make a verbal or written report to the

parties and afford them an opportunity to comment.

Section 34. CONSERVATION OF PROPERTY — The Arbitrator may issue such orders as may be deemed necessary to safeguard the property which is the subject matter of the arbitration without prejudice to the rights of the parties or to the final determination of the dispute.

Section 35. CLOSING OF HEARINGS — The Arbitrator shall specifically inquire of all parties whether they have any further proofs to offer or witnesses to be heard. Upon receiving negative replies, the Arbitrator shall declare the hearings closed and a minute thereof shall be recorded. If briefs are to be filed, the hearings shall be declared closed as of the final date set by the Arbitrator for the receipt of briefs. If documents are to be filed as provided for in Section 32 and the date set for their receipt is later than that set for the receipt of briefs, the later date shall be the date of closing the hearings. The time limit within which the Arbitrator is required to make the award shall commence to run, in the absence of other agreements by the parties, upon the closing of the hearings.

Section 36. REOPENING OF HEARINGS — The hearings may be reopened on the Arbitrator's own motion, or upon application of a party at any time before the award is made. If the reopening of the hearings would prevent the making of the award within the specific time agreed upon by the parties in the contract out of which the controversy has arisen, the matter may not be reopened, unless the parties agree upon the extension of such time limit. When no specific date is fixed in the contract, the Arbitrator may reopen the hearings, and the Arbitrator shall have thirty days from the closing of the reopened hearings within which to make an award.

Section 37. WAIVER OF ORAL HEARINGS — The parties may provide, by written agreement, for the waiver of oral hearings. If the parties are unable to agree as to the procedure, the AAA shall specify a fair and equitable procedure.

Section 38. WAIVER OF RULES — Any party who proceeds with the arbitration after knowledge that any provision or requirement of these Rules has not been complied with and who fails to state objection thereto in writing, shall be deemed to have waived the right to object.

Section 39. EXTENSIONS OF TIME — The parties may modify any period of time by mutual agreement. The AAA for good cause may extend any period of time established by these Rules, except the time for making the award. The AAA shall notify the parties of any such extension of time and its reason therefor.

Section 40. COMMUNICATION WITH ARBITRATOR AND SERVING OF NOTICES —

(a) There shall be no communication between the parties and a neutral Arbitrator other than at oral hearings. Any other oral or written communications from the parties to the Arbitrator shall be directed to the AAA for transmittal to the Arbitrator.

(b) Each party to an agreement which provides for arbitration under these Rules shall be deemed to have consented that any papers, notices or process necessary or proper for the initiation or continuation of an arbitra-

tion under these Rules and for any court action in connection therewith or for the entry of judgment on any award made thereunder may be served upon such party by mail addressed to such party or its attorney at its last known address or by personal service, within or without the state wherein the arbitration is to be held (whether such party be within or without the United States of America), provided that reasonable opportunity to be heard with regard thereto has been granted such party.

Section 41. TIME OF AWARD — The award shall be made promptly by the Arbitrator and, unless otherwise agreed by the parties, or specified by law, no later than thirty days from the date of closing the hearings, or if oral hearings have been waived, from the date of transmitting the final statements and proofs to the Arbitrator.

Section 42. FORM OF AWARD — The award shall be in writing and shall be signed either by the sole Arbitrator or by at least a majority if there be more than one. It shall be executed in the manner required by law.

Section 43. SCOPE OF AWARD — The Arbitrator may grant any remedy or relief which the Arbitrator deems just and equitable and within the scope of the agreement of the parties, including, but not limited to, specific performance of a contract. The Arbitrator, in the award, shall assess arbitration fees and expenses in favor of any party and, in the event any administrative fees or expenses are due the AAA, in favor of the AAA.

Section 44. AWARD UPON SETTLEMENT — If the parties settle their dispute during the course of the arbitration, the Arbitrator, upon their request, may set forth the terms of the agreed settlement in an award.

Section 45. DELIVERY OF AWARD TO PARTIES — Parties shall accept as legal delivery of the award the placing of the award or a true copy thereof in the mail by the AAA, addressed to such party at its last known address or to its attorney, or personal service of the award, or the filing of the award in any manner which may be prescribed by law.

Section 46. RELEASE OF DOCUMENTS FOR JUDICIAL PROCEEDINGS — The AAA shall, upon the written request of a party, furnish to such party, at its expense, certified facsimiles of any papers in the AAA's possession that may be required in judicial proceedings relating to the arbitration.

Section 47. APPLICATIONS TO COURT —

(a) No judicial proceedings by a party relating to the subject matter of the arbitration shall be deemed a waiver of the party's right to arbitrate.

(b) Neither the AAA nor any Arbitrator in a proceeding under these Rules is a necessary party in judicial proceedings relating to the arbitration.

(c) Parties to these Rules shall be deemed to have consented that judgment upon the arbitration award may be entered in any Federal or State Court having jurisdiction thereof.

Section 48. ADMINISTRATIVE FEES — As a non-profit organization, the AAA shall prescribe an Administrative Fee Schedule and a Refund Schedule to compensate it for the cost of providing administrative services. The schedule in effect at the time of filing or the time of refund shall be applicable.

The administrative fees shall be advanced by the initiating party or parties, subject to final apportionment by the Arbitrator in the award.

When a matter is withdrawn or settled, the refund shall be made in accordance with the Refund Schedule.

The AAA, in the event of extreme hardship on the part of any party, may defer or reduce the administrative fee.

Section 49. FEE WHEN ORAL HEARINGS ARE WAIVED — Where all oral hearings are waived under Section 37, the Administrative Fee Schedule shall apply.

Section 50. EXPENSES — The expenses of witnesses for either side shall be paid by the party producing such witnesses.

The cost of the stenographic record, if any is made, and all transcripts thereof, shall be prorated equally among all parties ordering copies unless they shall otherwise agree and shall be paid for by the responsible parties directly to the reporting agency.

All other expenses of the arbitration, including required traveling and other expenses of the Arbitrator and of AAA representatives, and the expenses of any witness or the cost of any proofs produced at the direct request of the Arbitrator, shall be borne equally by the parties, unless they agree otherwise, or unless the Arbitrator, in the award, assesses such expenses or any part thereof against any specified party or parties.

Section 51. ARBITRATOR'S FEE — Members of the National Panel of Arbitrators who serve as neutral Arbitrators do so in most cases without fee. In prolonged or in special cases the parties may agree to pay a fee, or the AAA may determine that payment of a fee by the parties is appropriate and may establish a reasonable amount, taking into account the extent of service by the Arbitrator and other relevant circumstances of the case. When neutral Arbitrators are to be paid, the arrangements for compensation shall be made through the AAA and not directly between the parties and the Arbitrators.

Section 52. DEPOSITS — The AAA may require the parties to deposit in advance such sums of money as it deems necessary to defray the expense of the arbitration, including the Arbitrator's fee, if any, and shall render an accounting to the parties and return any unexpended balance.

Section 53. INTERPRETATION AND APPLICATION OF RULES — The Arbitrator shall interpret and apply these Rules insofar as they relate to the Arbitrator's powers and duties. When there is more than one Arbitrator and a difference arises among them concerning the meaning or application of any such Rules, it shall be decided by a majority vote. If that is unobtainable, either an Arbitrator or a party may refer the question to the AAA for final decision. All other Rules shall be interpreted and applied by the AAA.

The administrative fee of the AAA is based upon the amount of each claim and counterclaim as disclosed when the claim and counterclaim are filed, and is due and payable at the time of filing.

Amount of Claim	Fee
Up to \$10,000	3% (minimum \$150)
\$10,000 to \$25,000	\$300, plus 2% of excess over \$10,000
\$25,000 to \$100,000	\$600, plus 1% of excess over \$25,000
\$100,000 to \$200,000	\$1350, plus ¼% of excess over \$100,000
\$200,000 to \$5,000,000	\$1850, plus ¼% of excess over \$200,000

Where the claim or counterclaim exceeds \$5 million, an appropriate fee will be determined by the AAA.

When no amount can be stated at the time of filing, the administrative fee is \$300, subject to adjustment in accordance with the above schedule as soon as an amount can be disclosed.

If there are more than two parties represented in the arbitration, an additional 10% of the initiating fee will be due for each additional represented party.

OTHER SERVICE CHARGES

\$50 payable by a party causing an adjournment of any scheduled hearing;

\$100 payable by a party causing a second or additional adjournment of any scheduled hearing;

\$25 payable by each party for each hearing after the first hearing which is either clerked by the AAA or held in a hearing room provided by the AAA.

REFUND SCHEDULE

If the AAA is notified that a case has been settled or withdrawn before a list of Arbitrators has been sent out, all the fee in excess of \$150 will be refunded.

If the AAA is notified that a case has been settled or withdrawn thereafter but before the due date for the return of the first list, two-thirds of the fee in excess of \$150 will be refunded.

If the AAA is notified that a case is settled or withdrawn thereafter but at least 48 hours before the date and time set for the first hearing, one-half of the fee in excess of \$150 will be refunded.

STAFF OF THE AMERICAN ARBITRATION ASSOCIATION

ROBERT COULSON President
MICHAEL F. HOELLERING General Counsel
THOMAS R. COLOSI Vice President
EDWIN W. DIPPOLD Vice President
CHARLOTTE GOLD Vice President
ROBERT E. MEADE Vice President
ELVIRA K. ROBBINS Vice President
ALLAN D. SILBERMAN Vice President

REGIONAL DIRECTORS

ATLANTA (30303), INDIA JOHNSON • 100 Peachtree Street, N.W.
BOSTON (02108), RICHARD M. REILLY • 294 Washington Street
CHARLOTTE (28218), JOHN A. RAMSEY • 3235 Eastway Drive,
P.O. Box 18591
CHICAGO (60601), ANNE L. DRAZNIN • 180 N. La Salle Street
CINCINNATI (45202), PHILIP S. THOMPSON • 2308 Carew Tower
CLEVELAND (44114), EARLE C. BROWN • 215 Euclid Avenue
DALLAS (75201), HELMUT O. WOLFF • 1607 Main Street
DETROIT (48226), MARY A. BEDIKIAN •
1234 City National Bank Building
GARDEN CITY, N.Y. (11530), MARK A. RESNICK •
585 Stewart Avenue •
HARTFORD (06103), J. ROBERT HASKELL • 37 Lewis Street
LOS ANGELES (90020), JERROLD L. MURASE • 443 Shatto Place
MIAMI (33129) • 2250 S.W. 3rd Avenue
MINNEAPOLIS (55402), JAMES R. DEYE • 1001 Foshay Tower
NEW BRUNSWICK, N.J. (08901), RICHARD NAIMARK •
96 Bayard Street
NEW YORK (10020), GEORGE H. FRIEDMAN •
140 West 51st Street
PHILADELPHIA (19102), ARTHUR R. MEHR • 1520 Locust Street
PHOENIX (85004), JOHN M. RICE • 222 North Central Avenue
PITTSBURGH (15222), JOHN F. SCHAND • 221 Gateway Four
SAN DIEGO (92101), JOHN E. SCRIVNER • 530 Broadway
SAN FRANCISCO (94108), CHARLES A. COOPER •
445 Bush Street
SEATTLE (98104), NEAL M. BLACKER • 811 First Avenue
SYRACUSE (13202), DEBORAH A. BROWN • 720 State Tower
Building
WASHINGTON, D.C. (20036), GARYLEE COX •
1730 Rhode Island Avenue, N.W.
WHITE PLAINS, N.Y. (10601), MARION J. ZINMAN •
34 South Broadway

LEASE

THIS LEASE, made this day of , 1983,
between the CITY OF DANBURY, a municipal corporation of the State
of Connecticut, and BUSINESS AIRCRAFT CENTER, INC., a corporation
duly organized and existing under the laws of the State of
Delaware, and having an office and place of business at 56
Kenosia Avenue, Danbury, Connecticut, and qualified to do
business in the State of Connecticut, hereinafter referred to
respectively as "LESSOR" and "LESSEE",

W I T N E S S E T H:

That the LESSOR hereby leases to the LESSEE, and the LESSEE
hereby hires from the LESSOR, that certain piece or parcel of
land more fully described on Exhibit "A" attached hereto and made
a part hereof, together with the rights and easements more
particularly described on Exhibit "A-1", attached hereto and made
a part hereof (all said land, property, rights and easements
hereinafter referred to as "Premises").

The term of this Lease shall be for twenty-five (25) years,
commencing on the date of the issuance of a Certificate of
Occupancy for the first building built by the LESSEE on the
demised premises at an annual rent in accordance with Exhibit
"C", attached hereto and made a part hereof.

IT IS FURTHER MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. CLAIMS: LESSEE, as a material part of the consideration to be rendered to LESSOR, hereby waives all claims against LESSOR for damages to goods, wares and merchandise on or about said land and for injuries to persons on or about said land, from any cause arising at any time, except from LESSOR's negligent, reckless, or intentional conduct, and LESSEE will hold LESSOR exempt and harmless from any damage or injury to any person, or to the goods, wares and merchandise of any person arising from the use of the Premises by LESSEE, or from the failure of LESSEE to keep the Premises in good condition and repair, as herein provided.

2. USE: During the term of this Lease the responsibility for maintenance and upkeep of the Premises shall be solely that of the LESSEE. The LESSEE shall have the right to use the said Premises in accordance with the "Minimum Standards for Lease and/or Use of Danbury Municipal Airport", as adopted by the Aviation Commission of the City of Danbury on June 11, 1970, as amended (hereinafter the "Minimum Standards"). The LESSEE may not assign this Lease or sublet the said land without the written consent of the AVIATION COMMISSION OF THE CITY OF DANBURY, or its successor or assigns (hereinafter the "Aviation Commission") which consent, contingent solely upon a prospective assignee's satisfactory financial and operational responsibility, shall not unreasonably be withheld, and except as specifically provided elsewhere herein, and except that it is specifically agreed that the normal business activities of an airport fixed base operator

(pursuant to said "Minimum Standards"), includes specifically, without limitation, the storage, hangarage, and/or tie-down, for a fee, of aircraft at or upon the leased premises, and such normal business activities shall not constitute an assignment or sub-letting in violation of the aforesaid prohibition against assignments or sub-lettings without consent.

3. NOTICES: All notices to be given to the LESSEE shall be given in writing personally or by depositing the same in the United States mail, postage prepaid, certified mail, return receipt requested, and addressed to the LESSEE at its principal place of business, at 56 Kenosia Avenue, Danbury, Connecticut, or such other address as LESSEE shall in writing notify LESSOR, whether or not the LESSEE had departed therefrom, or abandoned or vacated the premises.

4. RULES, REGULATIONS AND CHARGES: The LESSEE agrees to observe all municipal regulations and state and federal laws as may affect the use of the Premises, and further agrees to observe and abide by the rules, regulations and guidelines as may be set forth from time to time by the Aviation Commission. It is specifically agreed that the LESSOR (except as specifically permitted by Paragraph 21.B.2 hereof), and the Danbury Aviation Commission will not, subsequent to the date hereof, adopt, attempt to enforce, or require, as applicable, any laws, rules, charges, payments, concessions, reditus, or regulations except as such are applied equally to the LESSEE and any and all parties similarly situated.

5. INCORPORATION OF "MINIMUM STANDARDS": All applicable

12/26/62

provisions of said "Minimum Standards" (with the exception of Paragraph 9.1 thereof which is replaced and entirely superseded by the above referenced Exhibit "C") are incorporated herewith and made a part hereof, as terms and conditions of this lease.

6. SUCCESSORS: The covenants and conditions herein contained shall apply to, bind, and inure to the benefit of the heirs, successors, executors, administrators and assigns of all the parties hereto, including all departments, commissions, and instrumentalities of the LESSOR, specifically including the Aviation Commission.

7. RIGHT TO LEASE: The LESSOR covenants with the LESSEE that it has good right to lease said Premises in the manner aforesaid, and that it will suffer and permit said LESSEE (it keeping all the covenants on its part to be performed as hereinafter contained) to possess and enjoy the Premises during the terms aforesaid, without hindrance or molestation from it or any person claiming by, from or under it.

8. LESSEE'S COVENANTS: The LESSEE covenants with the LESSOR to hire the Premises, and to pay the rent therefor as aforesaid; and that it will commit no waste, nor suffer the same to be committed thereon, nor injure nor misuse the same; but will deliver up the same at the expiration or sooner termination of its tenancy in as good condition as it is now in, ordinary wear and tear excepted (including improvements then remaining on the Premises); provided, however, that the terms of this paragraph shall not be a bar to the LESSEE's improvement of the premises as hereinafter described and authorized.

9. EVENTS OF TERMINATION: It is further agreed that if: (a) the said rent shall remain unpaid sixty (60) days after the same shall become payable as aforesaid; or (b) the LESSEE shall commit waste or suffer the same to be committed on said leased premises, or shall injure or misuses the same, and such waste, injury, or misuse remains uncured for sixty (60) days after notice by the LESSOR to the LESSEE that such cure is required; or (c) shall violate any of the terms, provisions, or conditions herein contained and such violation remains uncured for sixty (60) days after notice by the LESSOR to the LESSEE; or (d) (1) if the LESSEE commits an act of bankruptcy, or a petition or application requesting an arrangement or reorganization under the Bankruptcy Laws be made on the behalf of the LESSEE, or (2) if the LESSEE without curing same within sixty (60) days from notice thereof from LESSOR to LESSEE that it must so cure, makes an application to its creditors for the composition of its debts or executes an assignment for the benefit of creditors, or files a voluntary petition of bankruptcy, or (3) an involuntary petition in bankruptcy is filed against the LESSEE and not discharged within ninety (90) days, or (4) if a receiver is appointed for any material or substantial portion of the assets of the LESSEE and such receiver is not discharged or released within sixty (60) days of such appointment; then this Lease shall thereupon, by virtue of this express stipulation herein, expire and terminate; and the said 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 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. The foregoing notwithstanding, however, it is expressly understood and agreed that upon the occurrence of any act, petition, application, or assignment as specified in subsection (d) of this Paragraph, the LESSEE shall then have the right for ninety (90) days therefrom to sublet or assign the premises leased hereunto upon the same terms and conditions as provided herein, which sub-letting or assignments if consummated within said ninety (90) days shall constitute a cure to any breach of said subsection (d); provided further, however that the LESSEE secure the consent of the Aviation Commission as to the assignee's or sublessee's financial and operational responsibility, which consent shall not unreasonably be withheld.

10.A. WAIVER OF NOTICE TO QUIT: It is further agreed between the parties hereto that whenever this Lease shall terminate, either by lapse of time or by virtue of any of the express stipulations herein, the said LESSEE hereby waives all right to any notice to quit possession, as prescribed by the statute relating to summary process.

10.B. HOLDING OVER: And it is further agreed that in case the said LESSEE shall, with the written consent of the 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.

10.C. COMPENSATION UPON EARLY TERMINATION: In the event that this LEASE is terminated by the LESSOR prior to the expiration of the initial twenty-five (25) year term, or any extension thereof, for any reason except LESSEE's default or LESSEE's breach of this Lease, which termination except for such default or breach, shall only be made upon an expressed finding by the LESSOR that such termination is required by the public good and necessity, LESSEE shall thereupon be reimbursed by LESSOR in an amount representing that sum to which LESSEE would be entitled had the LESSOR exercised its power of eminent domain to acquire the LESSEE's interest in the Premises and improvements, including LESSEE's loss of goodwill which may result from any termination, interruption or inconvenience to LESSEE'S business ~~and/or~~ ~~LESSEE'S business, customers,~~ and upon such payments LESSEE shall have no further claim to any such structure or improvements. The term "LESSEE's interest" as used in this Paragraph shall include the interest of any party having any interest in the LESSEE's personal property or building(s) as mortgagor, lienor or the like. In the event of any such termination aforesaid, the LESSOR shall also thereupon, in addition to the requirements, obligations, and agreements contained in this paragraph above,

(A) 12/29/8

12/28/82

identify, make available, and lease to the LESSEE land upon the Danbury Municipal Airport of at least equal area and utility, and in all other respects equivalent to the herein leased Premises, the lease for such equivalent land to be upon the same terms and conditions as are in this Lease established and set forth.

11. COMPLIANCE WITH LAWS: It is further agreed between the parties hereto that the LESSEE is to comply with and conform to the laws of the State of Connecticut and the ordinances, rules, regulations, and By-laws (if any) of the City of Danbury within which the land hereby leased is situated, relating to health, nuisance and fire, so far as the Premises is or may be concerned; and to save the LESSOR harmless from all fines, penalties and costs for the violation of or non-compliance with the same.

12. RENEWAL: The LESSEE is given the option to renew this Lease for two (2) additional ten (10) year periods upon the same terms and conditions contained herein provided the LESSEE notifies the LESSOR of its intention to renew at least six (6) months prior to the expiration of the Lease or any renewal thereof by giving written notice by certified or registered mail, return receipt requested to the Aviation Commission or the LESSOR or their successors and/or assigns.

13. RELATIONSHIP TO FEDERAL OBLIGATIONS: The LESSEE agrees to use the land on the airport in accordance with the obligations of the LESSOR contained in any pre-existing agreements between the LESSOR and the United States; and in furtherance of this general covenant but without limiting its general application, the LESSEE specifically agrees:

a. to use the land on the airport for the use and benefit of the public;

b. to continue its use of the land on the airport in common with such other qualified persons desiring to conduct aeronautical operations on the airport in the event the LESSOR provides space therefor.

14. FEDERAL AVIATION ACT OF 1958: It is expressly understood and agreed that the covenants and provisions herein contained are in no way intended as authorizing the grant of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958, as amended.

15. SUBORDINATION TO FEDERAL AGREEMENTS: This Lease will be subordinate to the provisions of any existing or future agreement entered into between the LESSOR and the United States to obtain federal aid for the improvement or operation and maintenance of the airport, provided that no such action shall unreasonably interfere with the operation of LESSEE's business or interests.

16. NON-DISCRIMINATION: The LESSEE agrees not to discriminate on account of age, sex, race, creed, color or national origin in the use of the Premises.

17. NON-ENCUMBRANCE: The LESSEE agrees not to mortgage or otherwise encumber this Lease without the written consent of the LESSOR, which consent shall not unreasonably be withheld, but it is specifically agreed and understood that this provision shall not act as a bar to the LESSEE's mortgage or other encumbrance of any improvements to be made on the leased premises, and it is further agreed and understood that the LESSEE may make a

conditional assignment of this lease to any state or federally chartered banking institution for the purposes of securing from such financial institution a mortgage, loan, or other financing for the building(s) and/or improvement(s) to be constructed upon the Premises, and that any limitation upon the assignment of this lease created by the terms of this lease shall not apply to any such financial institution, provided that such financial institution receive approval from the Aviation Commission of any assignee's financial and operational responsibility, which approval shall not unreasonably be withheld.

18. MODIFICATION: This Lease, together with all documents, exhibits, schedules, attachments and other such writings incorporated herein and made a part hereof, constitute the entire agreement between the parties and cannot be waived, changed, modified, amended, or terminated in any manner except in writing subscribed by both parties through their duly authorized officers.

19. BODY OF LAW: This Lease shall be governed by, interpreted and constructed, in both law and equity, under and in accordance with the laws of the State of Connecticut.

20. CONSTRUCTION: The LESSEE agrees that no building(s) or structure(s) will be constructed upon the Premises without obtaining the prior written permission(s) of the Building Department and Planning Commission of the City of Danbury, which approval(s) shall be a condition precedent to LESSEE's obligations hereunder. Any building(s) or structure(s) so constructed by the LESSEE before the conclusion of the first

twenty-five (25) years of the term of this Lease shall become the property of the LESSOR upon (1) the termination of this lease or (2) any extension(s) thereof whichever shall be the latter (or last) to occur. Any building(s) or structure(s) so constructed by the LESSEE subsequent to the first twenty-five (25) years of this lease shall be deemed trade fixtures of the LESSEE and may be removed from the property by the LESSEE at the conclusion of the lease.

21. DEFINITIONS AND MISCELLANEOUS RENT PROVISIONS.

A. As used throughout this lease, the terms or words set forth hereinbelow shall be defined as follows:

1. "Rental Year" shall mean a period of time equal to a calendar year commencing on the same day of each calendar year as the day of the calendar year upon which the term of this lease first commenced.

2. "Gross Annual Rent" shall mean the LESSEE's total Rental Year financial obligations to the LESSOR, as computed in accordance with the formula set-forth in Exhibit "C", (consisting of the product of item A times B, times C thereof) exclusive of any and all fees and taxes due from the LESSEE to the LESSOR, or the LESSOR through its Aviation Commission, for the operation of services under the "Minimum Leasing Standards" aforesaid.

3. "Net Cash Annual Rent" shall mean the cash balance due by the LESSEE to the LESSOR for any Rental Year equal to the Gross Annual Rent less the real estate tax adjustments included in or incorporated by reference within item D of Exhibit "C".

4. "Assessed Value" means the value assigned to the Premises by the Tax Assessor of the City of Danbury, against

which value the City of Danbury's annual Mill Rate is multiplied in order to produce the municipal real property tax that would be owed in connection with said Premises if such Premises were private property.

B. MISCELLANEOUS RENT PROVISIONS:

B.1. Anything in this Lease to the contrary notwithstanding, the Gross Total Annual Rent for all rental years subsequent to the sixteenth rental year shall not exceed: the Gross Total Annual Rent due for the eighth rental year in accordance with the rent formula established in accordance with Exhibit "C" (notwithstanding and disregarding the Maximum Net Cash Annual Rent as set by Paragraph "E" of said Exhibit "C"); multiplied by ONE (1), plus or minus twenty-five (25%) percent of the aggregate net change in the United States General Consumer Price Index (to a maximum of 8% per year) from January 1, 1991 through December 31st of the calendar year ending immediately prior to the end of the rental year for which such rent is to be paid.

B.2. Anything to the contrary herein notwithstanding, the LESSOR agrees that the LESSEE shall in no event be responsible for any Net Cash Annual Rent per acre greater than the Net Cash Annual Rent per acre payable to the City of Danbury or the Danbury Aviation Commission for any land leased to a fixed base operator, as defined in said "Minimum Standards", except that it is further agreed and understood that this sub-paragraph 21.B.2 shall not apply to, relate to, or have any effect between the LESSEE and any Danbury Aviation Commission's permitted Fixed

Base Operators, as defined aforesaid, doing business under now extant leases, other legal arrangements, or during any period of any option exercisable at the sole discretion of any now extant F.B.O. lessee, where the entire terms and provisions of such option(s) are included within the option agreement, (but excluding any and all extensions or renewals thereof) at the Danbury Airport in their respective current locations (and to the extent thereof) as of the date hereof, provided that the present ownership and management of such current permitted Fixed Base Operators remains substantially the same as such are constituted as of the date hereof (other than changes entirely beyond the control of the LESSOR or the Aviation Commission).

B.3. Anything to the contrary herein notwithstanding, the LESSOR agrees that the LESSEE shall in no event be responsible for any "interest rate", as defined in paragraph C of the aforereferenced rent formula, in excess of eleven (11%) percent.

B.4 It is agreed and understood that the LESSEE is hereby granted, assigned, permitted, authorized, designated and/or otherwise allowed to appeal any tax assessment made (at any time during the term of this lease) of the Premises by any taxing authority in the same manner and to the same extent as if the LESSEE were the owner of the Premises in fee-simple-absolute.

22. LICENSE: From the date of the execution hereof until the commencement of the term of this Lease, the LESSEE is hereby granted an irrevocable license coupled with an interest, which interest consists of the mutual covenants herein contained, to

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enter upon the demised premises and to take all other reasonable and necessary actions to carry this agreement into full force and effect, which action may include, without limitations, site tests, fencing, construction work, paving, septic and water system installation, and the like.

23. DISPUTE SETTLEMENT: Any controversy or claim of value greater than \$1,000.00, arising out of or relating to this lease, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as attached hereto and made a part hereof as Exhibit "D", at Danbury, Connecticut, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof.

24. TAX METHOD CONTINGENCY: It is understood and agreed by the LESSOR and the LESSEE that if at any time during the term of this lease, the methods of taxation prevailing at the commencement of the term hereof shall be altered or changed in any fashion, whether by the State of Connecticut, the City of Danbury, or the United States Federal Government, or the Courts thereof, or otherwise, so as to cause the whole or any part of the real estate taxes, assessments, levies, impositions or charges now or hereafter levied, assessed or imposed on the Premises and the improvements thereon constructed during the first twenty-five (25) Rental Years, to be levied, assessed and imposed wholly or partially as a capital levy on the LESSEE or whether imposed in any other manner on the LESSEE other than that prevailing at the commencement hereof, on the rents or profits

received from the Premises or otherwise, or if any such tax, assessment, levy (including but not limited to any municipal, state or federal levy), imposition, or charge, or any part thereof, shall be measured by or based in whole or in part upon the value of the leased Premises or the improvements thereon and shall be imposed upon the LESSEE; THEN all such taxes, assessments, levies, impositions or charges, or the part thereof so measured or based shall be deemed a part of the sum to be included within and made a part of the rental tax credit incorporated within this lease as Paragraph D of Exhibit C hereof, just as if such new or substituted levy or tax were a part of any such tax in existence at the commencement of the term of this lease. For the purposes of this paragraph only, the term LESSEE is understood to include Business Aircraft Center, Inc., as further identified above, and/or Robert B. Zohn, personally, the President of said Business Aircraft Center, Inc. In the event that an agreement as to an equitable determination and application of such tax credit cannot be made by the parties hereto, it is agreed that the issue shall be resolved in accordance with the provisions of Paragraph 23 hereof.

25. It is agreed and understood that the terms and provisions of Paragraph 24 hereof do not relate to or have any application in regard to any special assessment levied by the City of Danbury in regard to any municipal sewer line or other such public improvement from which the LESSEE derives a special benefit.

26. ACCESS PERMIT: To the extent within the proper exercise of the powers of LESSOR, airport access and fixed base operation

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permits is(are) hereby granted to LESSEE for the entire period that this lease is in effect, subject only to the cancellation thereof for good cause shown.

27. ALL LEGAL PROVISIONS INCLUDED: It is the intention and the agreement of the parties to this lease that all legal provisions of law required to be inserted herein shall be and are inserted herein. However, if by mistake or otherwise, some such provisions is not herein inserted, or is not inserted in proper form, then on the application of either party, the lease shall be amended so as to strictly comply with the law and without prejudice to the rights of either party hereunder.

28. UNLAWFUL PROVISIONS DEEMED STRICKEN: All unlawful provisions shall be deemed stricken from this lease, and shall be of no effect. On the application of either party, the unlawful part shall be considered stricken without affecting the binding force of the remainder of the lease.

29. HEADINGS: The headings or titles to sections of this lease are not a part of the lease and shall have no effect upon the construction or interpretation of any part of this lease.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this day of , 1983.

Signed, Sealed and Delivered
in the Presence of:

THE CITY OF DANBURY

By: _____
James E. Dyer
Its Mayor
hereunto duly authorized

EXHIBIT A

PARCEL "I"

All that certain piece or parcel of land containing 5.0 acres, located at Danbury Municipal Airport, in the City of Danbury, Fairfield County, State of Connecticut, bounded Easterly by Control Tower Road, and further described as follows:

[INSERT DESCRIPTION]

For a more particular description, reference is made to a
certain map entitled, "Map _____

_____,"

which map is on file or to be filed in the office of the Town
Clerk of said City of Danbury.

EXHIBIT A-1

TOGETHER with the right to use in common with the owner or LESSEE of Parcel II, as described in Exhibit B, a 35' wide taxiway running in a generally southerly direction to taxiway Alpha, subject to the obligation of the LESEES of said Parcels I and II, if any, to pay equally the costs of installing and maintaining said taxiway.

EXHIBIT B

AIRPORT

PARCEL "II"

All that certain piece or parcel of land containing 2.0 acres, located at Danbury Municipal Airport, in the City of Danbury, Fairfield County, State of Connecticut shown and designated as Parcel II on certain map entitled "Map _____

° _____,"

further described as follows:

[INSERT DESCRIPTION]

For a more particular description reference is made to
Parcel "II" on a certain map entitled, "Map _____
_____, "

which map is on file or to be filed in the office of the Town
Clerk of said City of Danbury.

EXHIBIT "C"

RENT

The LESSEE shall pay to the LESSOR a gross total annual rent, for the premises described on Exhibit "A" of this lease, a sum equal to the sum certain determined in accordance with the following formula:

(A times B), times C.

Rent for Year
Beginning 3/1/83
For Example Only

35,000 ac (estimated)

X 5

175,000

[A. Assessed value of devised land (exclusive of any building or improvements thereon), from the 1977 grand list decennial re-assessment list

+ .08 1978 (estimated)

+ .08 1979 (estimated)

+ .08 1980 (estimated)

+ .08 1981 (estimated)

+ .08 1982 (estimated)

= 0.40

+ 1.0

= 1.40

TIMES:

B. One (1), plus or minus the aggregate net change in the United States General Consumer Price Index (to a maximum of 8% per year) from January 1, 1978 through December 31st of the year ending immediately prior to the rental year for which rent is to be paid;

175,000
x 1.40
=245,000

TIMES:

C. The median interest rate paid, by Connecticut municipalities rated "Aa" by Moody's Investors Service, Inc. upon the offering of long term (i.e. 20 years) full faith and credit general obligation bonds issued by such Connecticut Municipalities during the one year period ending December 31st of the year ending immediately prior to the rental year for which the rent is to be paid; provided that if no such bonds were issued by Connecticut municipalities in any given period, then for that period the median rate shall be the rate determined in reference to all such bonds issued by municipalities located within the other five New England states, provided further that if no such bonds were issued by such New England municipalities for such period, the median rate shall be the rate determined in reference to all such municipalities located within the ten (10) most populous

X .11
=26,950*

states of the United States as determined by the then most recent United States Census. (*Which intermediate product is defined as the pre-tax adjustment Gross Annual Rent.);

Said Gross Annual Rent shall be subject to the following adjustment:

-5,000 (estimated)

LESS:

D. (Tax Credit) The real estate taxes paid or to be paid by the lessee to the City of Danbury for buildings and other improvements located at or upon the demised premises constructed before or during the first twenty-five rental years, said taxes to be calculated at the mill rate adopted by the City of Danbury for the City's fiscal year beginning as of or immediately prior to the commencement of the rental year in which the rent is to be paid. (**Which final product is defined as the Net Cash Annual Rent)

= 21,950**
=====

E. It is provided, however, all of the foregoing provisions of this lease and this Exhibit "C" notwithstanding, that the

maximum Net Cash Annual Rent payable during the first sixteen (16) years of the lease shall be in accordance with the following schedule:

<u>RENTAL YEAR</u>	<u>AMOUNT</u>
1	\$11,500
2	\$12,428
3	\$13,356
4	\$14,284
5	\$15,212
6	\$16,140
7	\$17,068
8	\$18,000
9	\$18,928
10	\$19,856
11	\$20,784
12	\$21,712
13	\$22,640
14	\$23,568
15	\$24,496
16	\$25,424

F. It is further provided, all of the foregoing provisions this lease (except paragraph 21.B.2 hereof) and this Exhibit "C" notwithstanding, that the minimum Net Cash Annual Rent payable during the entire term of this lease, and any extensions or renewals thereof shall be \$11,500.00, unless otherwise established by the operation of said paragraph 21.B.2. In the

event of any conflict between the operation of this paragraph F of this Exhibit, and any maximum rent provision of this Lease, except the maximum rent provisions included in paragraph 21.B.2 of this Lease, paragraph F shall be deemed to govern the rent to be paid.

EXHIBIT "D"

COMMERCIAL ARBITRATION RULES

of the

AMERICAN ARBITRATION ASSOCIATION

As amended and in effect April 1, 1981



AMERICAN ARBITRATION ASSOCIATION

140 West 51st Street

New York, N.Y. 10020

IMPORTANT

When you include in your Agreements an arbitration clause naming the AAA, you rely on AAA service, and you place upon the Association the responsibility of providing that service. You will enable AAA to carry out that responsibility with maximum speed and efficiency if you advise the Association immediately whenever such a clause is used, and not wait until a dispute arises to inform it of its responsibility.

For the Arbitration of future disputes:—

The American Arbitration Association recommends the following arbitration clause for insertion in all commercial contracts:

STANDARD ARBITRATION CLAUSE

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof.

For the Submission of existing disputes:—

We, the undersigned parties, hereby agree to submit to arbitration under the Commercial Arbitration Rules of the American Arbitration Association the following controversy: (cite briefly). We further agree that the above controversy be submitted to (one) (three) Arbitrator(s) selected from the panels of Arbitrators of the American Arbitration Association. We further agree that we will faithfully observe this agreement and the Rules and that we will abide by and perform any award rendered by the Arbitrator(s) and that a judgment of the Court having jurisdiction may be entered upon the award.

COMMERCIAL ARBITRATION RULES

Section 1. AGREEMENT OF PARTIES — The parties shall be deemed to have made these Rules a part of their arbitration agreement whenever they have provided for arbitration by the American Arbitration Association or under its Rules. These Rules and any amendment thereof shall apply in the form obtaining at the time the arbitration is initiated.

Section 2. NAME OF TRIBUNAL — Any Tribunal constituted by the parties for the settlement of their dispute under these Rules shall be called the Commercial Arbitration Tribunal.

Section 3. ADMINISTRATOR — When parties agree to arbitrate under these Rules, or when they provide for arbitration by the American Arbitration Association and an arbitration is initiated thereunder, they thereby constitute AAA the administrator of the arbitration. The authority and obligations of the administrator are prescribed in the agreement of the parties and in these Rules.

Section 4. DELEGATION OF DUTIES — The duties of the AAA under these Rules may be carried out through Tribunal Administrators, or such other officers or committees as the AAA may direct.

Section 5. NATIONAL PANEL OF ARBITRATORS — The AAA shall establish and maintain a National Panel of Arbitrators and shall appoint Arbitrators therefrom as hereinafter provided.

Section 6. OFFICE OF TRIBUNAL — The general office of a Tribunal is the headquarters of the AAA, which may, however, assign the administration of an arbitration to any of its Regional Offices.

Section 7. INITIATION UNDER AN ARBITRATION PROVISION IN A CONTRACT — Arbitration under an arbitration provision in a contract may be initiated in the following manner:

(a) The initiating party shall give notice to the other party of its intention to arbitrate (Demand), which notice shall contain a statement setting forth the nature of the dispute, the amount involved, if any, the remedy sought, and

(b) By filing at any Regional Office of the AAA two (2) copies of said notice, together with two (2) copies of the arbitration provisions of the contract, together with the appropriate administrative fee as provided in the Administrative Fee Schedule.

The AAA shall give notice of such filing to the other party. If so desired, the party upon whom the Demand for Arbitration is made may file an answering statement in duplicate with the AAA within seven days after notice from the AAA, in which event said party shall simultaneously send a copy of the answer to the other party. If a monetary claim is made in the answer the appropriate fee provided in the Fee Schedule shall be forwarded to the AAA with the answer. If no answer is filed within the stated time, it will be assumed that the claim is denied. Failure to file an answer shall not operate to delay the arbitration.

Section 8. CHANGE OF CLAIM — After filing of the claim, if either party desires to make any new or different claim, such claim shall be made in writing and

filed with the AAA, and a copy thereof shall be mailed to the other party, who shall have a period of seven days from the date of such mailing within which to file an answer with the AAA. After the Arbitrator is appointed, however, no new or different claim may be submitted except with the Arbitrator's consent.

Section 9. INITIATION UNDER A SUBMISSION — Parties to any existing dispute may commence an arbitration under these Rules by filing at any Regional Office two (2) copies of a written agreement to arbitrate under these Rules (Submission), signed by the parties. It shall contain a statement of the matter in dispute, the amount of money involved, if any, and the remedy sought, together with the appropriate administrative fee as provided in the Fee Schedule.

Section 10. PRE-HEARING CONFERENCE — At the request of the parties or at the discretion of the AAA a pre-hearing conference with the administrator and the parties or their counsel will be scheduled in appropriate cases to arrange for an exchange of information and the stipulation of uncontested facts so as to expedite the arbitration proceedings.

Section 11. FIXING OF LOCALE — The parties may mutually agree on the locale where the arbitration is to be held. If the locale is not designated within seven days from the date of filing the Demand or Submission, the AAA shall have power to determine the locale. Its decision shall be final and binding. If any party requests that the hearing be held in a specific locale and the other party files no objection thereto within seven days after notice of the request, the locale shall be the one requested.

Section 12. QUALIFICATIONS OF ARBITRATOR — Any Arbitrator appointed pursuant to Section 13 or Section 15 shall be neutral, subject to disqualification for the reasons specified in Section 19. If the agreement of the parties names an Arbitrator or specifies any other method of appointing an Arbitrator, or if the parties specifically agree in writing, such Arbitrator shall not be subject to disqualification for said reasons.

Section 13. APPOINTMENT FROM PANEL — If the parties have not appointed an Arbitrator and have not provided any other method of appointment, the Arbitrator shall be appointed in the following manner: Immediately after the filing of the Demand or Submission, the AAA shall submit simultaneously to each party to the dispute an identical list of names of persons chosen from the Panel. Each party to the dispute shall have seven days from the mailing date in which to cross off any names objected to, number the remaining names to indicate the order of preference, and return the list to the AAA. If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable. From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the AAA shall invite the acceptance of an Arbitrator to serve. If the parties fail to agree upon any of the persons named, or if acceptable Arbitrators are unable to act, or if for any other reason the appointment cannot be made from the submitted lists, the AAA shall have the power to make the appointment from among other members of the Panel without the submission of any additional lists.

Section 14. DIRECT APPOINTMENT BY PARTIES — If the agreement of the parties names an Arbitrator

or specifies a method of appointing an Arbitrator, that designation or method shall be followed. The notice of appointment, with name and address of such Arbitrator, shall be filed with the AAA by the appointing party. Upon the request of any such appointing party, the AAA shall submit a list of members of the Panel from which the party may, if it so desires, make the appointment.

If the agreement specifies a period of time within which an Arbitrator shall be appointed, and any party fails to make such appointment within that period, the AAA shall make the appointment.

If no period of time is specified in the agreement, the AAA shall notify the parties to make the appointment and if within seven days thereafter such Arbitrator has not been so appointed, the AAA shall make the appointment.

Section 15. APPOINTMENT OF NEUTRAL ARBITRATOR BY PARTY-APPOINTED ARBITRATORS — If the parties have appointed their Arbitrators or if either or both of them have been appointed as provided in Section 14, and have authorized such Arbitrators to appoint a neutral Arbitrator within a specified time and no appointment is made within such time or any agreed extension thereof, the AAA shall appoint a neutral Arbitrator who shall act as Chairman.

If no period of time is specified for appointment of the neutral Arbitrator and the parties do not make the appointment within seven days from the date of the appointment of the last party-appointed Arbitrator, the AAA shall appoint such neutral Arbitrator, who shall act as Chairman.

If the parties have agreed that their Arbitrators shall appoint the neutral Arbitrator from the Panel, the AAA shall furnish to the party-appointed Arbitrators, in the manner prescribed in Section 13, a list selected from the Panel, and the appointment of the neutral Arbitrator shall be made as prescribed in such Section.

Section 16. NATIONALITY OF ARBITRATOR IN INTERNATIONAL ARBITRATION — If one of the parties is a national or resident of a country other than the United States, the sole Arbitrator or the neutral Arbitrator shall, upon the request of either party, be appointed from among the nationals of a country other than that of any of the parties.

Section 17. NUMBER OF ARBITRATORS — If the arbitration agreement does not specify the number of Arbitrators, the dispute shall be heard and determined by one Arbitrator, unless the AAA, in its discretion, directs that a greater number of Arbitrators be appointed.

Section 18. NOTICE TO ARBITRATOR OF APPOINTMENT — Notice of the appointment of the neutral Arbitrator, whether appointed by the parties or by the AAA, shall be mailed to the Arbitrator by the AAA, together with a copy of these Rules, and the signed acceptance of the Arbitrator shall be filed prior to the opening of the first hearing.

Section 19. DISCLOSURE AND CHALLENGE PROCEDURE — A person appointed as neutral Arbitrator shall disclose to the AAA any circumstances likely to affect impartiality, including any bias or any financial or personal interest in the result of the arbitration or any

past or present relationship with the parties or their counsel. Upon receipt of such information from such Arbitrator or other source, the AAA shall communicate such information to the parties, and, if it deems it appropriate to do so, to the Arbitrator and others. Thereafter, the AAA shall determine whether the Arbitrator should be disqualified and shall inform the parties of its decision, which shall be conclusive.

Section 20. VACANCIES — If any Arbitrator should resign, die, withdraw, refuse, be disqualified or be unable to perform the duties of the office, the AAA may, on proof satisfactory to it, declare the office vacant. Vacancies shall be filled in accordance with the applicable provisions of these Rules and the matter shall be reheard unless the parties shall agree otherwise.

Section 21. TIME AND PLACE — The Arbitrator shall fix the time and place for each hearing. The AAA shall mail to each party notice thereof at least five days in advance, unless the parties by mutual agreement waive such notice or modify the terms thereof.

Section 22. REPRESENTATION BY COUNSEL — Any party may be represented by counsel. A party intending to be so represented shall notify the other party and the AAA of the name and address of counsel at least three days prior to the date set for the hearing at which counsel is first to appear. When an arbitration is initiated by counsel, or where an attorney replies for the other party, such notice is deemed to have been given.

Section 23. STENOGRAPHIC RECORD — The AAA shall make the necessary arrangements for the taking of a stenographic record whenever such record is requested by a party. The requesting party or parties shall pay the cost of such record as provided in Section 50.

Section 24. INTERPRETER — The AAA shall make the necessary arrangements for the services of an interpreter upon the request of one or more of the parties, who shall assume the cost of such service.

Section 25. ATTENDANCE AT HEARINGS — The Arbitrator shall maintain the privacy of the hearings unless the law provides to the contrary. Any person having a direct interest in the arbitration is entitled to attend hearings. The Arbitrator shall otherwise have the power to require the exclusion of any witness, other than a party or other essential person, during the testimony of any other witness. It shall be discretionary with the Arbitrator to determine the propriety of the attendance of any other person.

Section 26. ADJOURNMENTS — The Arbitrator may take adjournments upon the request of a party or upon the Arbitrator's own initiative and shall take such adjournment when all of the parties agree thereto.

Section 27. OATHS — Before proceeding with the first hearing or with the examination of the file, each Arbitrator may take an oath of office, and if required by law, shall do so. The Arbitrator has discretion to require witnesses to testify under oath administered by any duly qualified person or, if required by law or demanded by either party, shall do so.

Section 28. MAJORITY DECISION — Whenever there is more than one Arbitrator, all decisions of the Arbitrators must be by at least a majority. The award must also be made by at least a majority unless the concurrence of all is expressly required by the arbitration agreement or by law.

Section 29. ORDER OF PROCEEDINGS — A hearing shall be opened by the filing of the oath of the Arbitrator, where required, and by the recording of the place, time and date of the hearing, the presence of the Arbitrator and parties, and counsel, if any, and by the receipt by the Arbitrator of the statement of the claim and answer, if any.

The Arbitrator may, at the beginning of the hearing, ask for statements clarifying the issues involved.

The complaining party shall then present its claim and proofs and its witnesses, who shall submit to questions or other examination. The defending party shall then present its defense and proofs and its witnesses, who shall submit to questions or other examination. The Arbitrator has discretion to vary this procedure but shall afford full and equal opportunity to all parties for the presentation of any material or relevant proofs.

Exhibits, when offered by either party, may be received in evidence by the Arbitrator.

The names and addresses of all witnesses and exhibits in order received shall be made a part of the record.

Section 30. ARBITRATION IN THE ABSENCE OF A PARTY — Unless the law provides to the contrary, the arbitration may proceed in the absence of any party which, after due notice, fails to be present or fails to obtain an adjournment. An award shall not be made solely on the default of a party. The Arbitrator shall require the party who is present to submit such evidence as the Arbitrator may require for the making of an award.

Section 31. EVIDENCE — The parties may offer such evidence as they desire and shall produce such additional evidence as the Arbitrator may deem necessary to an understanding and determination of the dispute. The Arbitrator, when authorized by law to subpoena witnesses or documents, may do so upon the Arbitrator's own initiative or upon the request of any party. The Arbitrator shall be the judge of the relevancy and materiality of the evidence offered and conformity to legal rules of evidence shall not be necessary. All evidence shall be taken in the presence of all the Arbitrators and of all the parties, except where any of the parties is absent in default or has waived the right to be present.

Section 32. EVIDENCE BY AFFIDAVIT AND FILING OF DOCUMENTS — The Arbitrator shall receive and consider the evidence of witnesses by affidavit, but shall give it only such weight as the Arbitrator deems it entitled to after consideration of any objections made to its admission.

All documents not filed with the Arbitrator at the hearing, but arranged for at the hearing or subsequently by agreement of the parties, shall be filed with the AAA for transmission to the Arbitrator. All parties shall be afforded opportunity to examine such documents.

Section 33. INSPECTION OR INVESTIGATION — Whenever the Arbitrator deems it necessary to make an inspection or investigation in connection with the arbitration, the Arbitrator shall direct the AAA to advise the parties of such intention. The Arbitrator shall set the time and AAA shall notify the parties thereof. Any party who so desires may be present at such inspection or investigation. In the event that one or both parties are not present at the inspection or investigation, the Arbitrator shall make a verbal or written report to the

parties and afford them an opportunity to comment.

Section 34. CONSERVATION OF PROPERTY — The Arbitrator may issue such orders as may be deemed necessary to safeguard the property which is the subject matter of the arbitration without prejudice to the rights of the parties or to the final determination of the dispute.

Section 35. CLOSING OF HEARINGS — The Arbitrator shall specifically inquire of all parties whether they have any further proofs to offer or witnesses to be heard. Upon receiving negative replies, the Arbitrator shall declare the hearings closed and a minute thereof shall be recorded. If briefs are to be filed, the hearings shall be declared closed as of the final date set by the Arbitrator for the receipt of briefs. If documents are to be filed as provided for in Section 32 and the date set for their receipt is later than that set for the receipt of briefs, the later date shall be the date of closing the hearings. The time limit within which the Arbitrator is required to make the award shall commence to run, in the absence of other agreements by the parties, upon the closing of the hearings.

Section 36. REOPENING OF HEARINGS — The hearings may be reopened on the Arbitrator's own motion, or upon application of a party at any time before the award is made. If the reopening of the hearings would prevent the making of the award within the specific time agreed upon by the parties in the contract out of which the controversy has arisen, the matter may not be reopened, unless the parties agree upon the extension of such time limit. When no specific date is fixed in the contract, the Arbitrator may reopen the hearings, and the Arbitrator shall have thirty days from the closing of the reopened hearings within which to make an award.

Section 37. WAIVER OF ORAL HEARINGS — The parties may provide, by written agreement, for the waiver of oral hearings. If the parties are unable to agree as to the procedure, the AAA shall specify a fair and equitable procedure.

Section 38. WAIVER OF RULES — Any party who proceeds with the arbitration after knowledge that any provision or requirement of these Rules has not been complied with and who fails to state objection thereto in writing, shall be deemed to have waived the right to object.

Section 39. EXTENSIONS OF TIME — The parties may modify any period of time by mutual agreement. The AAA for good cause may extend any period of time established by these Rules, except the time for making the award. The AAA shall notify the parties of any such extension of time and its reason therefor.

Section 40. COMMUNICATION WITH ARBITRATOR AND SERVING OF NOTICES —

(a) There shall be no communication between the parties and a neutral Arbitrator other than at oral hearings. Any other oral or written communications from the parties to the Arbitrator shall be directed to the AAA for transmittal to the Arbitrator.

(b) Each party to an agreement which provides for arbitration under these Rules shall be deemed to have consented that any papers, notices or process necessary or proper for the initiation or continuation of an arbitra-

tion under these Rules and for any court action in connection therewith or for the entry of judgment on any award made thereunder may be served upon such party by mail addressed to such party or its attorney at its last known address or by personal service, within or without the state wherein the arbitration is to be held (whether such party be within or without the United States of America), provided that reasonable opportunity to be heard with regard thereto has been granted such party.

Section 41. TIME OF AWARD — The award shall be made promptly by the Arbitrator and, unless otherwise agreed by the parties, or specified by law, no later than thirty days from the date of closing the hearings, or if oral hearings have been waived, from the date of transmitting the final statements and proofs to the Arbitrator.

Section 42. FORM OF AWARD — The award shall be in writing and shall be signed either by the sole Arbitrator or by at least a majority if there be more than one. It shall be executed in the manner required by law.

Section 43. SCOPE OF AWARD — The Arbitrator may grant any remedy or relief which the Arbitrator deems just and equitable and within the scope of the agreement of the parties, including, but not limited to, specific performance of a contract. The Arbitrator, in the award, shall assess arbitration fees and expenses in favor of any party and, in the event any administrative fees or expenses are due the AAA, in favor of the AAA.

Section 44. AWARD UPON SETTLEMENT — If the parties settle their dispute during the course of the arbitration, the Arbitrator, upon their request, may set forth the terms of the agreed settlement in an award.

Section 45. DELIVERY OF AWARD TO PARTIES — Parties shall accept as legal delivery of the award the placing of the award or a true copy thereof in the mail by the AAA, addressed to such party at its last known address or to its attorney, or personal service of the award, or the filing of the award in any manner which may be prescribed by law.

Section 46. RELEASE OF DOCUMENTS FOR JUDICIAL PROCEEDINGS — The AAA shall, upon the written request of a party, furnish to such party, at its expense, certified facsimiles of any papers in the AAA's possession that may be required in judicial proceedings relating to the arbitration.

Section 47. APPLICATIONS TO COURT —

(a) No judicial proceedings by a party relating to the subject matter of the arbitration shall be deemed a waiver of the party's right to arbitrate.

(b) Neither the AAA nor any Arbitrator in a proceeding under these Rules is a necessary party in judicial proceedings relating to the arbitration.

(c) Parties to these Rules shall be deemed to have consented that judgment upon the arbitration award may be entered in any Federal or State Court having jurisdiction thereof.

Section 48. ADMINISTRATIVE FEES — As a non-profit organization, the AAA shall prescribe an Administrative Fee Schedule and a Refund Schedule to compensate it for the cost of providing administrative services. The schedule in effect at the time of filing or the time of refund shall be applicable.

ADMINISTRATIVE FEE SCHEDULE

The administrative fees shall be advanced by the initiating party or parties, subject to final apportionment by the Arbitrator in the award.

When a matter is withdrawn or settled, the refund shall be made in accordance with the Refund Schedule.

The AAA, in the event of extreme hardship on the part of any party, may defer or reduce the administrative fee.

Section 49. FEE WHEN ORAL HEARINGS ARE WAIVED — Where all oral hearings are waived under Section 37, the Administrative Fee Schedule shall apply.

Section 50. EXPENSES — The expenses of witnesses for either side shall be paid by the party producing such witnesses.

The cost of the stenographic record, if any is made, and all transcripts thereof, shall be prorated equally among all parties ordering copies unless they shall otherwise agree and shall be paid for by the responsible parties directly to the reporting agency.

All other expenses of the arbitration, including required traveling and other expenses of the Arbitrator and of AAA representatives, and the expenses of any witness or the cost of any proofs produced at the direct request of the Arbitrator, shall be borne equally by the parties, unless they agree otherwise, or unless the Arbitrator, in the award, assesses such expenses or any part thereof against any specified party or parties.

Section 51. ARBITRATOR'S FEE — Members of the National Panel of Arbitrators who serve as neutral Arbitrators do so in most cases without fee. In prolonged or in special cases the parties may agree to pay a fee, or the AAA may determine that payment of a fee by the parties is appropriate and may establish a reasonable amount, taking into account the extent of service by the Arbitrator and other relevant circumstances of the case. When neutral Arbitrators are to be paid, the arrangements for compensation shall be made through the AAA and not directly between the parties and the Arbitrators.

Section 52. DEPOSITS — The AAA may require the parties to deposit in advance such sums of money as it deems necessary to defray the expense of the arbitration, including the Arbitrator's fee, if any, and shall render an accounting to the parties and return any unexpended balance.

Section 53. INTERPRETATION AND APPLICATION OF RULES — The Arbitrator shall interpret and apply these Rules insofar as they relate to the Arbitrator's powers and duties. When there is more than one Arbitrator and a difference arises among them concerning the meaning or application of any such Rules, it shall be decided by a majority vote. If that is unobtainable, either an Arbitrator or a party may refer the question to the AAA for final decision. All other Rules shall be interpreted and applied by the AAA.

The administrative fee of the AAA is based upon the amount of each claim and counterclaim as disclosed when the claim and counterclaim are filed, and is due and payable at the time of filing.

Amount of Claim	Fee
Up to \$10,000	3% (minimum \$150)
\$10,000 to \$25,000	\$300, plus 2% of excess over \$10,000
\$25,000 to \$100,000	\$600, plus 1% of excess over \$25,000
\$100,000 to \$200,000	\$1350, plus ½% of excess over \$100,000
\$200,000 to \$5,000,000	\$1850, plus ¼% of excess over \$200,000

Where the claim or counterclaim exceeds \$5 million, an appropriate fee will be determined by the AAA.

When no amount can be stated at the time of filing, the administrative fee is \$300, subject to adjustment in accordance with the above schedule as soon as an amount can be disclosed.

If there are more than two parties represented in the arbitration, an additional 10% of the initiating fee will be due for each additional represented party.

OTHER SERVICE CHARGES

\$50 payable by a party causing an adjournment of any scheduled hearing;

\$100 payable by a party causing a second or additional adjournment of any scheduled hearing;

\$25 payable by each party for each hearing after the first hearing which is either clerked by the AAA or held in a hearing room provided by the AAA.

REFUND SCHEDULE

If the AAA is notified that a case has been settled or withdrawn before a list of Arbitrators has been sent out, all the fee in excess of \$150 will be refunded.

If the AAA is notified that a case has been settled or withdrawn thereafter but before the due date for the return of the first list, two-thirds of the fee in excess of \$150 will be refunded.

If the AAA is notified that a case is settled or withdrawn thereafter but at least 48 hours before the date and time set for the first hearing, one-half of the fee in excess of \$150 will be refunded.

STAFF OF THE AMERICAN ARBITRATION ASSOCIATION

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MICHAEL F. HOELLERING General Counsel
THOMAS R. COLOSI Vice President
EDWIN W. DIPPOLD Vice President
CHARLOTTE GOLD Vice President
ROBERT E. MEADE Vice President
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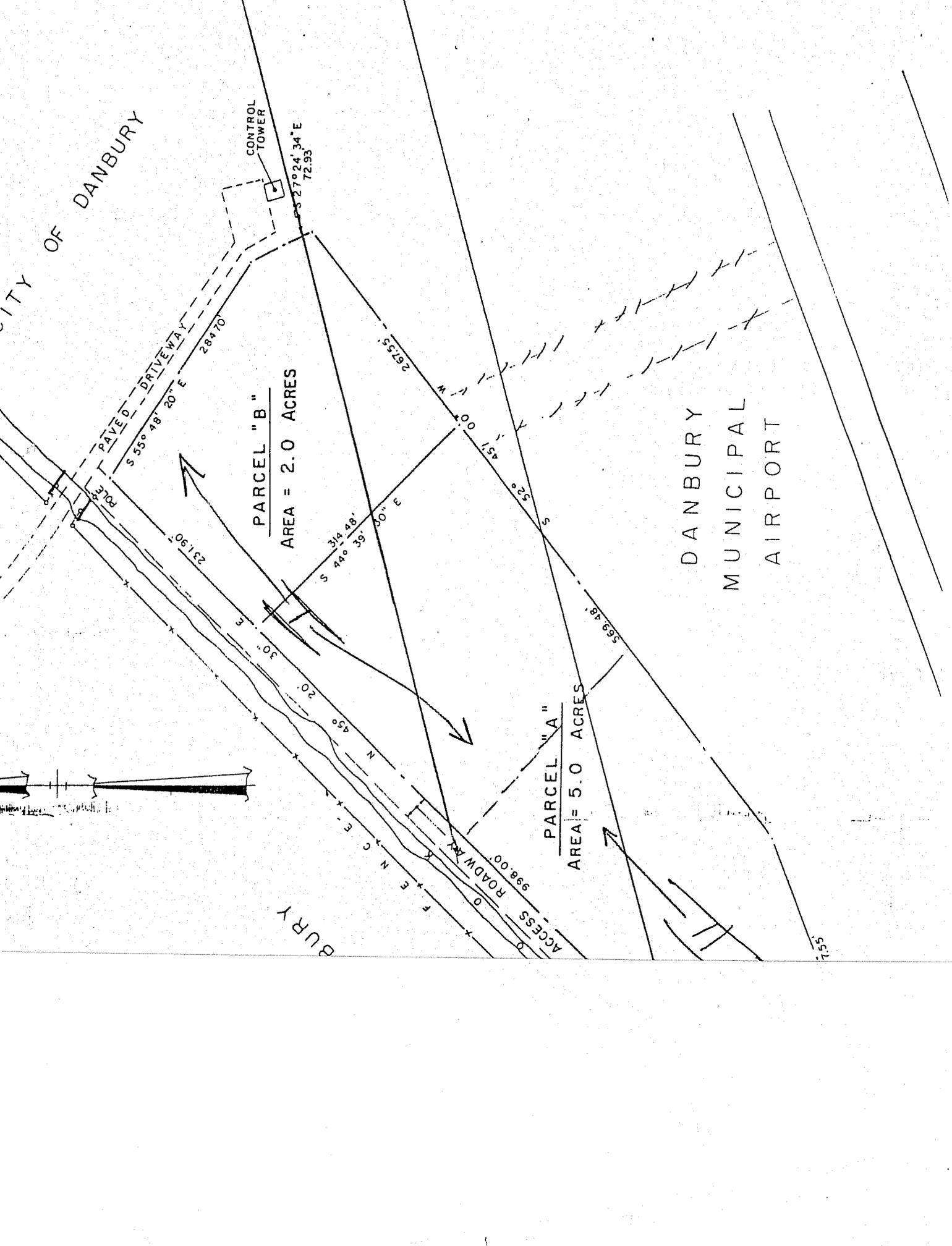
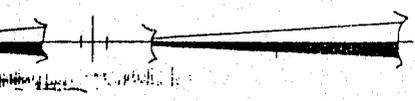
CITY OF DANBURY

CONTROL TOWER

PARCEL "B"
AREA = 2.0 ACRES

PARCEL "A"
AREA = 5.0 ACRES

DANBURY
MUNICIPAL
AIRPORT



PAVED DRIVEWAY

S 53° 48' 20" E 284.70'

231.90'

S 44° 39' 31" E 314.48'

S 40° 30' E 300.00'

267.55'

451.00'

S 52° 45' E 569.48'

ACCESS ROADWAY 998.00'

755'

042

COMMON COUNCIL COMMITTEE REPORT

February 1, 1983

Re: Review of Lease between the City of Danbury and Business Aircraft Center Inc. (BAC).

The committee appointed to review the Airport Lease request from BAC met at 6:30 P.M. on January 26, 1983 in room 432 at City Hall. In attendance were committee members, Cassano, Elder, Farah and Torcaso. Also in attendance were the following: Council President C. McManus; Assistant Corporation Counsel E. Gottschalk; Aviation Commission members, Paul Estefan and John Scarfi and James Maloney (representing Robert Zohn of BAC).

The meeting started with a review of the petition submitted to the Common Council at its January, 1983 meeting by the Aviation Commission. The petition transmits a lease which the Aviation Commission had approved "by unanimous roll call vote" and which was transmitted to the Common Council for its "consideration and action".

Mr. Maloney gave a brief overview of the lease, which has been in negotiation and Common Council review for about two years. This latest version was negotiated by the Aviation Commission with advice and inputs from the Corporation Counsel's Office and Council President C. McManus. Factors entering into the negotiations were the obvious desire on the part of the City to maximize the return on the property and the equally obvious necessity for BAC to negotiate a lease enabling it to be competitive with existing FBO's.

A period of committee inquiry followed, aimed primarily at setting questions on legal wording and conditions in the main body of the lease. These questions were answered to the satisfaction of the committee.

Following this, the topics of main interest to the committee was discussed. These topics evolved from previous committee meetings and include the term of the lease, the determination of the fair market value of the property, the annual rental rate and the applicable escalation clauses.

The submitted lease has a term of 25 years with two 10 year options. Exhibit C of the submitted lease contains the remaining financial details.

The fair market value of the property is determined using the most recent official assessment value to which is applied a multiplier determined by the change in the United States General Consumer Price Index.

The annual rental rate is based on the median interest rate paid by Connecticut municipalities rated "Aa" by Moody's Investors Service upon the offering of long term (ie:20 years) full faith and credit general obligation bonds.

The above guide lines notwithstanding, the submitted lease presents further conditions aimed at providing BAC viability in the face of existing FBO competition at the airport.

A maximum net cash annual rent is established for the first 16 years of the lease starting at \$11,500 and rising to \$25,424. The 16 year period was chosen to coincide with the termination of the existing FBO leases at the airport. Following the 16th year, the annual rent will be determined based on the gross total annual rent for the 8th rental year and the change in the consumer price index from the 8th year.

The committee consensus was that the proposed lease represents a reasonable attempt at achieving desired goals on the part of both Danbury and BAC.

Following these discussions, the committee was reminded that the Planning Commission has notified the Common Council that the Commission cannot make a recommendation as to the proper rental fee for this property because they do not have enough information - but that the Common Council continue to negotiate the matter for the City of Danbury."

With the realization that a Planning Commission decision is required, Mr. Elder moved that the committee recommend approval of the lease to the full Council. Mr. Farah seconded and the committee voted unanimous approval.

The Committee further appreciates and applauds the long-term efforts of the Aviation Commission, Mr. Gottschalk and Mrs. McManus in developing the proposed lease.

The meeting was adjourned at 7:30 P.M.

Respectfully submitted

Anthony J. Cassano Chairman
Anthony J. Cassano

Richard B. Elder
Richard B. Elder

Thomas E. Evans
Thomas E. Evans

Mounir Farah

Carole A. Torcaso
Carole A. Torcaso

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Re: Review of Lease between the City of Danbury and Business Aircraft Center Inc. (BAC).

The committee appointed to review the Airport Lease request from BAC met at 6:30 P.M. on January 26, 1983 in room 432 at City Hall. In attendance were committee members, Cassano, Elder, Farah and Torcaso. Also in attendance were the following: Council President C. McManus; Assistant Corporation Counsel E. Gottschalk; Aviation Commission members, Paul Estefan and John Scarfi and James Maloney (representing Robert Zohn of BAC).

The meeting started with a review of the petition submitted to the Common Council at its January, 1983 meeting by the Aviation Commission. The petition transmits a lease which the Aviation Commission had approved "by unanimous roll call vote" and which was transmitted to the Common Council for its "consideration and action".

Mr. Maloney gave a brief overview of the lease, which has been in negotiation and Common Council review for about two years. This latest version was negotiated by the Aviation Commission with advice and inputs from the Corporation Counsel's Office and Council President C. McManus. Factors entering into the negotiations were the obvious desire on the part of the City to maximize the return on the property and the equally obvious necessity for BAC to negotiate a lease enabling it to be competitive with existing FBO's.

A period of committee inquiry followed, aimed primarily at setting questions on legal wording and conditions in the main body of the lease. These questions were answered to the satisfaction of the committee.

Following this, the topics of main interest to the committee was discussed. These topics evolved from previous committee meetings and include the term of the lease, the determination of the fair market value of the property, the annual rental rate and the applicable escalation clauses.

The submitted lease has a term of 25 years with two 10 year options. Exhibit C of the submitted lease contains the remaining financial details.

The fair market value of the property is determined using the most recent official assessment value to which is applied a multiplier determined by the change in the United States General Consumer Price Index.

The annual rental rate is based on the median interest rate paid by Connecticut municipalities rated "Aa" by Moody's Investors Service upon the offering of long term (ie:20 years) full faith and credit general obligation bonds.

The above guide lines notwithstanding, the submitted lease presents further conditions aimed at providing BAC viability in the face of existing FBO competition at the airport.

A maximum net cash annual rent is established for the first 16 years of the lease starting at \$11,500 and rising to \$25,424. The 16 year period was chosen to coincide with the termination of the existing FBO leases at the airport. Following the 16th year, the annual rent will be determined based on the gross total annual rent for the 8th rental year and the change in the consumer price index from the 8th year.

The committee consensus was that the proposed lease represents a reasonable attempt at achieving desired goals on the part of both Danbury and BAC.

Following these discussions, the committee was reminded that the Planning Commission has notified the Common Council that the Commission cannot make a recommendation as to the proper rental fee for this property because they do not have enough information - but that the Common Council continue to negotiate the matter for the City of Danbury."

With the realization that a Planning Commission decision is required, Mr. Elder moved that the committee recommend approval of the lease to the full Council. Mr. Farah seconded and the committee voted unanimous approval.

The Committee further appreciates and applauds the long-term efforts of the Aviation Commission, Mr. Gottschalk and Mrs. McManus in developing the proposed lease.

The meeting was adjourned at 7:30 P.M.

Respectfully submitted

Anthony J. Cassano

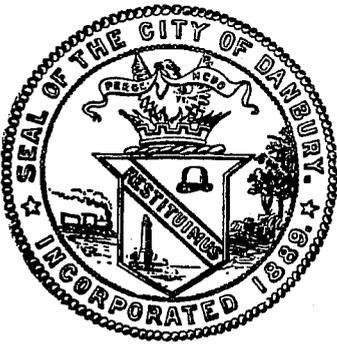
Chairman

Richard B. Elder

Thomas E. Evans

Mounir Farah

Carole A. Torcaso



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

February 1 _____ A. D., 19 83

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, Business Aircraft Center, Inc. (hereinafter BAC) has petitioned the Common Council of the City of Danbury for a lease of five acres of land located at the Danbury Municipal Airport and owned by the City of Danbury; and

WHEREAS, the ad hoc committee of the Common Council charged with reviewing said proposal has recommended that the City of Danbury enter into a lease with BAC (in the form of Draft No. 17A, a copy of which is on file for public inspection in the Office of the City Clerk); and

WHEREAS, said lease is in the best interests of the City of Danbury;

NOW, THEREFORE, BE IT RESOLVED THAT the aforesaid lease between BAC and the City of Danbury be and hereby is approved and that Mayor James E. Dyer be and hereby is authorized to execute said lease, together with all other documents necessary to carry said lease into full force and effect, contingent upon the occurrence of either of the following events:

1. Receipt by the Danbury Common Council of the City of Danbury Planning Commission report pursuant to Connecticut General Statutes § 18-24 approving said lease; or

2. The expiration of thirty-five (35) days from the date of the original request from the Common Council to the Planning Commission for a report pursuant to Connecticut General Statutes § 8-24 without the receipt by the Council of such a report.

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CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

February 1, 1983

COMMON COUNCIL COMMITTEE REPORT

Honorable Mayor James E. Dyer
Honorable Members of the Common Council
City of Danbury, Connecticut

Re: Request of Chief Bertalovitz for \$100,000 for Overtime Wages
Danbury Fire Department.

The committee to review the request, met on January 27, 1983 8:00 P.M. in room 432 at City Hall. Members present were Councilmembers, Bernard Gallo, Janet Butera, Ernest Boynton and Edward Torian. Councilman Evans was out of town on business. Also in attendance were Dominic Setaro and Chief Bertalovitz.

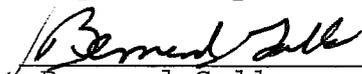
The full committee met again on January 31, 1983 at 9:00 P.M. in room 432 at City Hall. All mebers were present. Invited guests Dominic Setaro and Chief Bertalovitz were also in attendance. On-lookers at the meeting were Councilman John Esposito and Union Officials Louis DeMici, Walter Straiton and Dave Gerlach.

At the first committee meeting we discussed numerous recommendations to present to the Council and the Mayor but after lengthy discussions we realized that we were discussing management decisions and not legislative decisions.

The committee is quite concerned that the overtime in 1980-1981 was \$31,447.86; in 1981-1982, \$290,415.94, to date 1982-1983, \$337,293.00 with a projected rate of \$585,000.00 for the year. The committee request of the Mayor to direct the Corporation Counsel to approach the Courts for a speedy decision on the pending court case in order that the City can fill the 12 vacancies on the Fire Department.

It was the feeling of the committee that management and the Union sit around the table and find an equitable solution to the overtime problem. On a motion by Councilman Boynton and seconded by Councilwoman Butera, the committee unanimously voted to deny the request for \$100,000 to the overtime account.

Respectfully submitted


Bernard Gallo Chairman


Janet Butera


Thomas Evans


Edward Torian


Ernest Boynton



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

COMMON COUNCIL

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Respectfully submitted

Chairman

Bernard Gallo

Janet Butera

Thomas Evans

Edward Torian

Ernest Boynton



TOTAL FAMILY RELOCATION SERVICES

992 High Ridge Road • Stamford, CT 06905 • 203/322-7299

Branch Offices: Hartford, CT • 203/677-1107

Saddle River, NJ • 201/327-2224

Thursday, January 20, 1983

Ms. Connie McManus,
Chairperson, Common Council

Dear Connie,

This is to formalize what is now common knowledge, that I must resign from the Common Council. Hopefully, the Council will take a formal action at its meeting of February 1, 1983.

To you and to all the members of the Council I want to express my sincere appreciation for the opportunity to work with you. I have the utmost admiration for the work that each of you do.

I regret the disruption of continuity that my resignation may cause you. Personally, I was just beginning to get comfortable with the process, the personalities and complexities of city government and was hoping that I could then contribute more to the workings of the Council. Never did I dream when I was offered the position on the Council that I would one day

be employed by the city. Obviously, I am
very pleased with the turn of events and
look forward to working with the council.
Again, many thanks to all!

Sincerely,
Manny Marullo