

COMMON COUNCIL --- SPECIAL MEETING

JUNE 18, 1981

Meeting called to order at 7:00 O'Clock P.M. by his honor

Mayor James E. Dyer

PLEDGE OF ALLEGIANCE TO THE FLAG

PRAYER

ROLL CALL OF COUNCILMEMBERS

✓ Delsin, ✓ McManus, ✓ Gallo, ✓ Walsh, ✓ Rinder, ✓ Scialabba, ✓ Repole,
✓ Eppoliti, ✓ White, ✓ Cassano, ✓ Murray, ✓ Ryan, ✓ Zotos, ✓ DaSilva, ✓ Turk,
✓ Boynton, ✓ Burke, ✓ Butera, ✓ Evans, ✓ Farah, ✓ Torian.

15 ~~14~~ Present 9 6 Absent

NOTICE OF SPECIAL MEETING to be held on the 18th day of June, 1981
at 7:00 O'Clock P.M. for the purpose of acting upon the
following:

1. Airport Lease Agreement.
2. Request for transfer of funds for Xerox Machine. (City Clerk's office)
3. Request for transfer of funds for Common Council.

Meeting requested by the following members of the Common Council:
Diane Eppoliti - Roger Delsin - Lilija Rinder - William T. Walsh
John O. Turk - Monir Farah - James E. Ryan.

RETURN OF SERVICE - Notices served by Police Officers of the City
of Danbury.

A motion was made by _____ & seconded by _____ for the
Call and Return of Service to be accepted.

01
REPORT

Airport Lease Agreement.

The Report was

02
COMMUNICATION
&
CERTIFICATION

Re: Request for transfer of funds for Common Council Accounts.

The Communication was accepted and transfer of funds authorized.

COMMUNICATION
&
CERTIFICATION

COMMON COUNCIL - SPECIAL MEETING

JUNE 18, 1981

COMMUNICATION Re: Request for transfer of funds to Office of City Clerk.
&
CERTIFICATION

The Communication was accepted and transfer of funds authorized.

PUBLIC SPEAKING SESSION

RECEIVED
JUN 19 1981
CITY CLERK'S OFFICE

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

Note: Please return this form to Office of City Clerk at City Hall after all envelopes have been delivered. Thank you!

RETURN OF SERVICE

By virtue of the within warning, I have served Notice on each of the members of the Common Council of the City of Danbury, of the Special Meeting of said Board, each Notice duly signed by the Mayor and City Clerk, by leaving such written Notice with each of the following members of said Common Council, to-wit:

<u>NAME</u>	<u>TIME</u>
1. Roger Delsin	8 PM
2. Constance McManus	7:35 PM
3. Bernard P. Gallo	8 PM
4. William T. Walsh	7:55 PM
5. Liliija Rinder	8:05 PM
6. Vincent Scialabba	8:10 PM
7. Richard Murray	8:20 Not home
8. James E. Ryan	8:25 PM
9. Nicholas Zotos XXXXXXXXXXXX	8:40 PM
10. Frank Repole	8:45 PM
11. Diane Eppoliti	6:40 Not home
12. Richard White	6:50 Not home
13. Anthony Cassano	7:10 Not home
14. John Turk	7:20 PM
15. Ernest Boynton	8:35 PM
16. Joseph DaSilva	7:30 PM
17. James P. Burke Jr.	8:50 PM
18. Thomas E. Evans	7 PM
19. Janet A. Butera	9 PM Not home
20. Mounir Farah XXXXXXXXXXXX	8:45 PM
21. Edward T. Torian	7:45 PM

Each Notice so served upon each member, all having been done by me on this date 6-16-81.

Attest:

N. J. Weyman
Policemen of the City of
Danbury

CITY OF DANBURY

To: Common Council - City of Danbury, Conn.

A special meeting of the Common Council _____ of the City of Danbury will be held on the 18th day of June, _____ 1981 at 7:00 o'clock p.m., at the City Hall in said Danbury.

For the purpose of acting upon the following:

Airport Lease Agreement - Re: Mr. Robert Zohn - BAC Aviation.

Transfer of funds for Xerox Machine - City Clerk's Office

Transfer of funds for Common Council.

Meeting requested by the following members of the Common Council:

- Diane Eppoliti
- Roger Delsin
- Lilija Rinder
- William T. Walsh
- John O. Turk
- Mounir Farah
- James E. Ryan

Dated at Danbury, this 16th day of June, _____ 1981.

_____ Mayor
 _____ Clerk

To the sheriff or any policeman of the City of Danbury:

You are hereby required to notify the above named member _____ of the Common Council of the City of Danbury of the special meeting of said board by leaving with or at the usual place of abode or place of business of such member not less than 24 hours before the hour specified for said meeting, a notice in form annexed, and to make due return thereof at the time of said meeting.

_____ Mayor

REPORT OF THE COMMITTEE TO CONSIDER APPROVAL OF TWO LEASES
FOR AIRPORT LAND

The undersigned committee, met on June 11, 1981 and June 15, 1981. Present at the June 11th meeting were Councilpersons Rinder and Delsin. Also present were Doug Godfrey, Jack Thompson, Attorney Gottschalk, Robert Zohn and Matt Rich.

At the June 15th meeting all of the above were present as well as Attorney Peter Hewitt, Cecil Previdi and Councilpersons William Walsh and Diane Eppoliti.

There had been extensive changes to the Standard Lease for Business Aircraft Center, Inc. The new maps were studied, and the various points of change were discussed at length. With the help of Attorney Gottschalk, we were able to reach agreement on the final version of the lease. The lease is for a period of 25 years, with two 10 year options. There is also provision for a road behind the property to be constructed and maintained by both BAC and Previdi/Morganti on a 5/7:2/7 ratio on expenses. There is provision for an access ramp that is to be shared by both Lessees not to exceed 35 feet in width, for which costs will be shared on a 50/50 basis.

The committee unanimously approved the BAC lease in its final form and recommends to the full Council that it approve the lease with the following stipulations:

1. The lease is approved with the accepted version of the ramp to be built, which final paragraph will be added by Attorney Gottschalk.
2. Recommend permission to build, subject to approvals from all concerned Municipal, State and Federal Agencies.
3. The ramp construction to be shared 50/50 with Previdi/Morganti.
4. Recommend permission to ~~seek and obtain a mortgage for the building.~~
5. Recommend granting right of first refusal on small parcel of land (1/3 acre \pm) abutting the leased land.

There were fewer changes in the Previdi/Morganti lease, which was also requested for a term of 25 years with two 10 year options, on an adjacent 2-acre piece. The committee unanimously recommends:

1. Approval of the lease with pertinent paragraphs regarding the ramp and road added.
2. Recommend permission to build, subject to approvals from all concerned Municipal, State and Federal Agencies.
3. The ramp construction to be shared 50/50 with BAC.
4. The road construction to be shared 2/7:5/7 with BAC.

It is therefore the recommendation of this committee that the Mayor be authorized to execute the subject leases provided that the prospective lessee first obtain all necessary approvals from the Federal Aviation Administration and the D.O.T. State Department of Aeronautics.

Respectfully submitted

Chairman

Lilija Rinder

Roger Delsin

Mounir Farah

LEASE

THIS LEASE, made this day of , 1981 between the CITY OF DANBURY, a municipal corporation of the State of Connecticut, and BUSINESS AIRCRAFT CENTER, INC. hereinafter referred to respectively as "LESSOR" and "LESSEE",

WITNESSETH: 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.

The term of this Lease shall be for twenty-five (25) years, commencing on the issuance of a Certificate of Occupancy, at an annual rent in accordance with Paragraph 9.1 of 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 or in force as of the date of this Lease, to be paid at such place or places as may be designated from time to time by the LESSOR, said initial annual rent being in the amount of TWO THOUSAND, ONE HUNDRED (\$2,100.00) DOLLARS per acre per annum, for a five (5) acre parcel, except that one-half of the first annual rental shall be due upon the execution of this Lease.

Rent shall be payable monthly in advance on the first day of each month of the term hereof. The payment of \$10,500 made by LESSEE shall be credited toward the first six months' rent due hereunder and the regular installment of rent shall be due on the first day of the seventh month after the issuance of the Certificate of Occupancy for LESSEE's structure.

IT IS FURTHER MUTUALLY AGREED BETWEEN THE PARTIES as follows:

1. 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, 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 land by LESSEE or from the failure of LESSEE to keep the land in good condition and repair, as herein provided.

2. During the term of this Lease the responsibility for maintenance and upkeep shall be solely that of the LESSEE. The LESSEE shall have the right to use the said land in accordance with the above-mentioned "Minimum Standards". The LESSEE may not assign this Lease or sublet the said land without the written consent of the LESSOR.

3. 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, registered mail, return receipt requested, and addressed to the LESSEE at their principal place of business, whether or not the LESSEE had departed therefrom, or abandoned or vacated the premises.

4. The LESSEE agrees to observe all municipal regulations and state and federal laws as may affect the use of the herein described land, 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.

5. All applicable provisions of "Minimum Standards for Lease and/or Use of the Danbury Municipal Airport" adopted by the Danbury Aviation Commission of the City of Danbury, Connecticut, on June 11, 1970, and as the same are amended from time to time (with the exception of Paragraph 9.1) are incorporated herewith and made a part hereof.

6. The covenants and conditions herein contained shall apply to and bind the heirs, successors, executors, administrators and assigns of all of the parties hereto.

7. And the said LESSOR covenants with the said LESSEE that it has good right to lease said land 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 said land during the term aforesaid, without hindrance or molestation from it or any person claiming by, from or under it.

8. And the said LESSEE covenants with the LESSOR to hire said land 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.

9. It is further agreed that if the said rent shall remain unpaid fifteen (15) days after the same shall become payable as aforesaid, or the LESSEE shall commit waste or suffer the same to be committed on said leased land, or shall injure or misuse the same, or shall violate any of the terms, provisions, or conditions herein contained, or 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 if the LESSEE 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 an involuntary petition in bankruptcy is filed against the LESSEE and not discharged within thirty (30) days; or if a receiver is appointed for any material or substantial portion of the assets of the LESSEE;

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 land, 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.

10. 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.

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.

In the event that this Lease is terminated by the LESSOR prior to the expiration of the initial twenty-five (25) year term for any reason except LESSEE's default or LESSEE's breach of this Lease, LESSEE shall 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

subject parcel and improvements, and upon such payments LESSEE shall have no further claim to any such structure or improvements.

11. 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 By-Laws, rules and regulations of the City of Danbury within which the land hereby leased is situated, relating to health, nuisance and fire, so far as the land hereby leased 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. 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 except that the amount of the annual rental shall be based upon the "Minimum Standards for Lease and/or Use of Danbury Municipal Airport" in effect at the time of the renewal of the Lease and 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.

13. 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 in common with such other qualified persons desiring to conduct aeronautical operations on the airport in the event the LESSOR provides space therefor.

14. 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. 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.

16. The LESSEE agrees not to discriminate on account of age, sex, race, creed, color or national origin in the use of the leased land.

17. The LESSEE agrees not to mortgage or otherwise encumber this Lease without the written consent of the LESSOR.

18. This Lease is the complete agreement between the parties and may not be waived, changed, modified, amended, or terminated orally, but only by a writing signed by the parties hereto.

19. This Lease shall be governed by, interpreted and constructed under and in connection with the laws of the State of Connecticut.

20. The LESSEE agrees that no building or structure will be constructed upon the Demised Premises without obtaining the prior written permission of the LESSOR which approval shall be a condition precedent to LESSEE's obligations hereunder.

21. In the event that LESSOR intends to develop the parcel described on Exhibit B, it shall first give LESSEE notice of its intention to do so. Prior to concluding any lease for such parcel, LESSOR shall give LESSEE written notice of all the terms of such proposed lease the LESSOR intends to accept, and LESSEE shall have

a period of thirty (30) days in which to lease said parcel upon the same terms and conditions LESSOR was prepared to accept.

22. This Lease shall be binding upon and shall inure to the benefit of the parties hereto and the respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this _____ day of _____, 1981.

Signed, Sealed and Delivered
in the Presence of:

THE CITY OF DANBURY

By: _____
James E. Dyer, its Mayor

BUSINESS AIRCRAFT CENTER, INC.

By: _____
Robert B. Zohn, its President

AIRPORT

PARCEL "A"

A certain parcel of land containing 5.0 acres, located at Danbury Municipal Airport, in the City of Danbury, Fairfield County, State of Connecticut and described as follows:

Beginning at the northwesterly corner of land herein described, thence going northeasterly along the northerly line of herein described land.

N.45°-20'-30"E a distance of 998.00 feet, thence going southeasterly,

S44°-39'-30"E a distance of 314.48 feet, thence going southwesterly,

S52°-45'-00"W a distance of 569.48 feet, thence S70°-12'-30"W a distance of 477.55 feet, thence going northwesterly,

N44°-39'-30"W a distance of 40.24 feet, to the point or place of beginning.

Bounded:

NORTHERLY: by proposed 25' access roadway as shown on map described below.

EASTERLY: by Parcel "B" of map described below.

SOUTHERLY AND WESTERLY: by other land of City of Danbury.

For a more particular description reference is made to Parcel "A": on a certain map entitled, "Map Showing Land Located at Danbury Municipal Airport to be Leased to Robert Zohn(Parcel "A"), Cecil Previdi/Robert Morganti(Parcel "B") by the City of Danbury", Scale 1"=100' dated June 9, 1981, and prepared by the Engineering Department, City of Danbury and certified substantially correct by Donald T. Hambidge R.L.S. No. 03922, which map is on file or to be filed in the office of the Town Clerk of said City of Danbury.

E X H I B I T A - 1

TOGETHER WITH the right to use in common with others to whom such right has been or may hereafter be given the 20' wide private roadway shown and designated on said Exhibit A for all lawful purposes, including access to and egress from the Demised Premises to the highway shown on said Exhibit A as "Control Tower Road"; provided, however, that in the event LESSOR grants any others the right to use said private roadway, said grant shall include an obligation on the part of any such other party to pay two-sevenths (2/7) of the costs of installing and maintaining said roadway, and LESSEE shall pay five-sevenths (5/7) of such costs.

TOGETHER also with the right to use in common with the owner of Parcel B, as described in Exhibit C, a 35' wide taxiway running from the southerly point of the common boundary between Parcels A and B, in a generally southerly direction, to taxiway Alpha, the exact location of which shall be determined by mutual agreement of the owners of Parcels A and B and the Danbury Aviation Commission and shall be shown on a map to be recorded at a subsequent date; subject to the obligation of the owners of said Parcels A and B to pay equally the costs of installing and maintaining said taxiway.

AIRPORT

PARCEL "B"

A certain parcel of land containing 2.0 acres, located at Danbury Municipal Airport, in the City of Danbury, Fairfield County, State of Connecticut and described as follows:

Beginning at the northwesterly corner of land herein described, thence going northeasterly along the northerly line of herein described land,

N45°-20'-30"E a distance of 231.90 feet, thence going southeasterly,

S55°-48'-20"E a distance of 284.70 feet, thence

S27°-24'-34"E a distance of 72.93 feet, thence going southwesterly,

S52°-45'-00"W a distance of 267.55 feet, thence going northwesterly,

N44°-39'-30"W a distance of 314.48 feet, to the point or place of beginning.

Bounded:

NORTHERLY: by proposed 25' access roadway as shown on map described below.

EASTERLY & SOUTHERLY: by other land of City of Danbury

WESTERLY: by Parcel "A" of map described below.

For a more particular description reference is made to Parcel "B" on a certain map entitled, "Map Showing Land Located at Danbury Municipal Airport to be Leased to Robert Zohn(Parcel "A"), Cecil Previdi/Robert Morganti(Parcel "B") by the City of Danbury." Scale 1"=100', dated June 9, 1981, and prepared by the Engineering Department, City of Danbury and certified substantially correct by Donald T. Hambidge R.L.S. No. 03922, which map is on file or to be filed in the office of the Town Clerk of said City of Danbury.

The following members of the Common Council
request a Special Meeting be called on Thursday
the 18th of June '81'

TIME: 7:00 PM

Subject: Airport Lease Agreement

Re: Mr. Robert Zohn

BAC Aviation

signed:

.....

Dune Exports
Roger Delsin
Julia Ridley
William J. Walsh
John [unclear]
* M. Farah
James E. Ryan

* I signed due to the urgency of the matter at hand. However, due to prior commitment I shall be unable to attend the meeting.



2
a
3

CITY OF DANBURY

OFFICE OF THE CITY CLERK

ELIZABETH CRUDGINTON
CITY CLERK

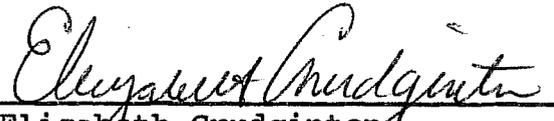
DANBURY, CONN. 06810

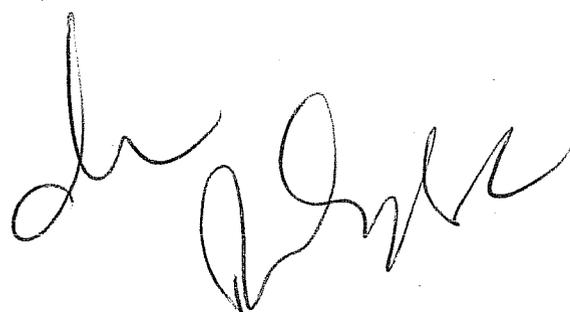
June 15, 1981

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

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

Common Council - 02-01-100-029500	--	\$300.00
(required for Xerox copies)		
Common Council - 02-01-100-040100	--	\$100.00
(required for supplies, postage)		
City Clerk - 02-01-111-024501	--	\$300.00
(rental and supplies for Xerox Machine)		


 Elizabeth Crudginton
 City Clerk





City of Danbury

DANBURY, CONNECTICUT 06810

DEPARTMENT
OF FINANCE

June 16, 1981

To: Common Council via
Mayor James Dyer

From:

We hereby certify as to the availability of \$700. in the Contingency Account to be transferred to the following:

Common Council	02-01-100-029500	\$300.
Common Council	02-01-100-040100	100.
City Clerk	02-01-111-024501	300.


John P. Edwards
Director of Finance, Acting *oap*