



CITY OF DANBURY
OFFICE OF THE CORPORATION COUNSEL
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

(203) 797-4518
(203) 796-8043 FAX

PLEASE REPLY TO:

May 17, 2005

Honorable Mark D. Boughton, Mayor
Honorable Members of the Common Council
City of Danbury, Connecticut

RE: Renewal of Lease of 5 Passenger Coaches and
Sublease to Danbury Railway Museum, Inc.

Dear Mayor and Council Members:

The State of Connecticut, Department of Transportation, has offered to renew the existing lease of five railroad passenger coaches to the City for use in conjunction with the operation of the Danbury Railway Museum. We have reviewed the supplemental lease agreement and enclose a copy for your consideration.

If you elect to accept this lease, it is anticipated that you will also approve the enclosed sublease, which, subject to the State's approval, would permit the renewed transfer of certain rights and obligations with respect to these rail cars from the City to the Danbury Railway Museum, Inc. Please review both proposals in the usual fashion. We will be available to answer any questions that you may have with respect to the documents.

Sincerely,

Eric L. Gottschalk
Deputy Corporation Counsel

Enclosures

cc: Danbury Railway Museum, Inc.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200__

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the State of Connecticut, Department of Transportation and the City of Danbury previously entered into a Lease Agreement, No. 9.20-03(99), dated May 3, 2000, for the lease of five (5) State-owned railroad passenger coaches, Nos. 1547, 2001, 2012, 2014 and 2015 for use in conjunction with the operation of the Danbury Railway Museum; and,

WHEREAS, the State of Connecticut, Department of Transportation has agreed to renew said lease for a five (5) year period; and,

WHEREAS, it is in the best interests of the City of Danbury to execute an agreement to permit such a renewal and ultimately effect the utilization of the coaches through the Danbury Railway Museum;

NOW, THEREFORE, BE IT RESOLVED THAT Mayor Mark D. Boughton be and hereby is authorized to execute an agreement entitled "FIRST SUPPLEMENTAL AGREEMENT TO LEASE AGREEMENT DATED MAY 3, 2000 BETWEEN STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION AND CITY OF DANBURY IN THE CITY OF DANBURY RAIL FILE NO. (34) 7001-MISC-976" and take such other, additional actions as may be necessary in order to effectuate the purposes hereof.

**FIRST SUPPLEMENTAL AGREEMENT TO
LEASE AGREEMENT DATED MAY 3, 2000**

BETWEEN

**STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION**

AND

CITY OF DANBURY

**IN THE CITY OF DANBURY
RAIL FILE NO. (34) 7001-MISC-976**

THIS FIRST SUPPLEMENTAL AGREEMENT, concluded at Newington, Connecticut, this day of , 20 , by and between the State of Connecticut, Department of Transportation, Stephen E. Korta, II, Commissioner, acting herein by H. James Boice, Interim Bureau Chief, Bureau of Public Transportation, duly authorized, hereinafter referred to as the State, and the City of Danbury, a municipal corporation having its territorial limits within the County of Fairfield, State of Connecticut, having a principal place of business at City Hall, 155 Deer Hill Avenue, Danbury, Connecticut 06810, acting herein by Mark D. Boughton, Mayor, hereunto duly authorized, hereinafter referred to as the Second Party.

WITNESSETH: THAT,

WHEREAS, the Second Party previously entered into a Lease Agreement, No. 9.20-03(99), dated May 3, 2000, hereinafter referred to as the Original Agreement, for lease of five (5) State-owned railroad passenger coaches, Nos. 1547, 2001, 2012, 2014 and 2015 for use in conjunction with its operation of the Danbury Railway Museum, and

WHEREAS, the parties desire to enter this First Supplemental Agreement to mutually exercise one (1) five (5) year renewal option and to incorporate changes in regulatory or statutory lease requirements that have been implemented since the execution of the Original Agreement, and

WHEREAS, the State has the authority pursuant to Sections 13b-36(b) of the Connecticut General Statutes, as revised, to enter into this First Supplemental Agreement.

NOW, THEREFORE, KNOW YE THAT:

1.) The term of this First Supplemental Agreement is for a five (5) year period of time commencing April 1, 2005, to and including March 31, 2010, with the Second Party having the right to renew for two (2) additional, successive five (5) year periods.

2.) Article 12 of the Original Agreement is hereby deleted and the following is substituted in lieu thereof:

12. This Agreement shall be governed, interpreted and construed under and in accordance with the laws of the State of Connecticut and without regard to its conflict of laws principles. This Agreement shall be deemed to have been made in Hartford, Connecticut and is further subject to all applicable Federal laws.

The Second Party irrevocably consents with respect to any claims or remedies at law or in equity, arising out of or in connection with this Agreement to the jurisdiction of the Connecticut Superior Court (except as otherwise provided by law or herein) and with respect to any claim between the parties, to venue in the Judicial District of Hartford-New Britain at Hartford or the United States Federal Court, District of Connecticut, and irrevocably waive any objections it may have to such jurisdiction on the grounds of lack of personal jurisdiction of such court or the laying of venue of such court or on the basis of forum non conveniens or otherwise. Nothing herein shall be construed to waive any of the State's immunities.

3.) Article 13, third paragraph, of the Original Agreement is hereby amended by deleting the name Hon. Gene F. Eriquez, Mayor, and replacing it with Hon. Mark D. Boughton, Mayor.

4.) That the first paragraph of Article (31) of the "Standard Railroad Lease Specifications & Covenants", dated June 1, 1999, attached to the Original Agreement, is hereby deleted and the following substituted in lieu thereof:

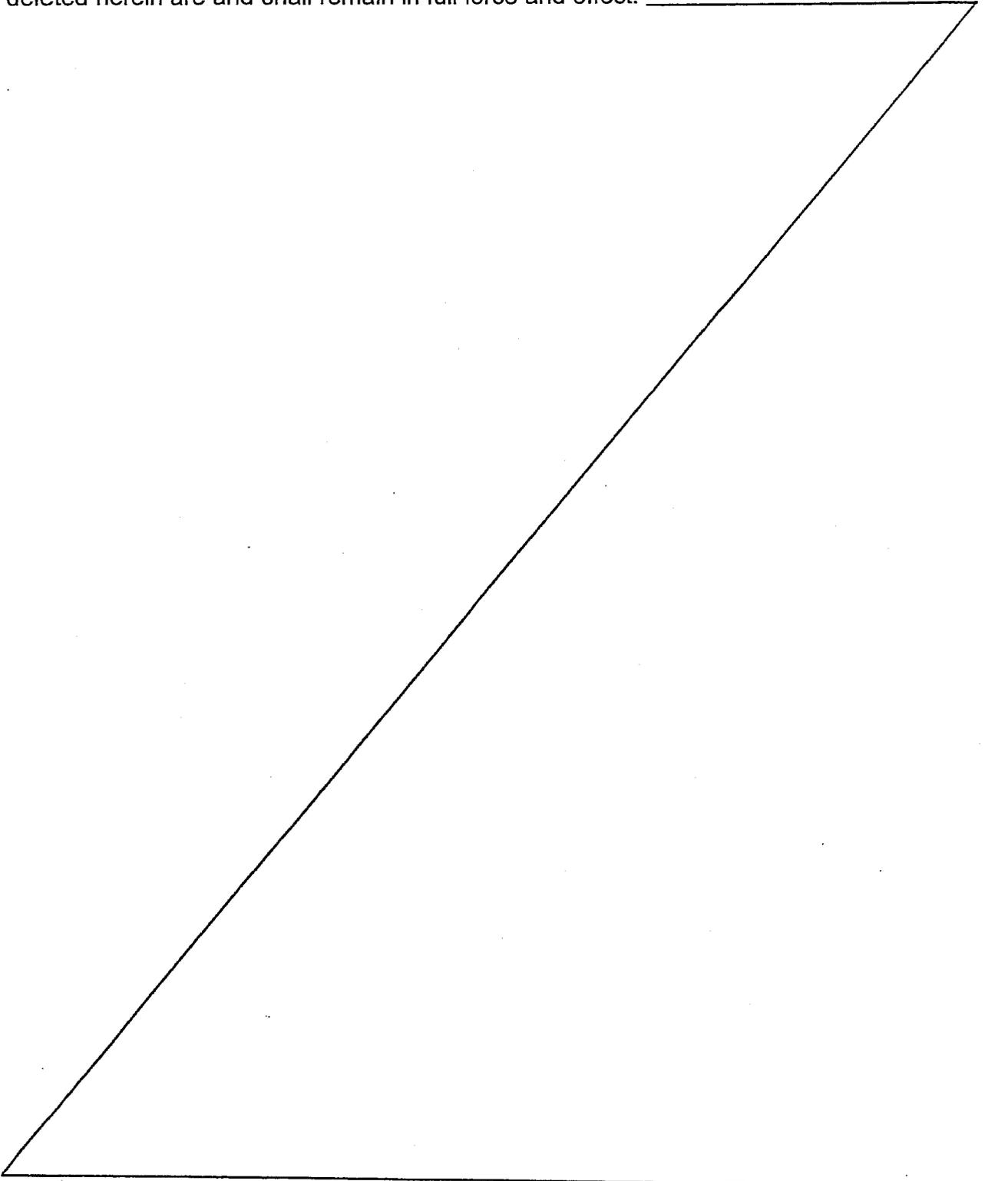
The Second Party hereby acknowledges and agrees to comply with the policies enumerated in "Connecticut Department of Transportation Policy Statement No. F&A-10 Subject: Code of Ethics Policy", February 8, 2005, a copy of which is attached hereto and made a part hereof.

5.) This Agreement is subject to the provisions of Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999 and, as such, the Agreement may be canceled, terminated or suspended by the state for violation of or noncompliance with said Executive Order No. 16. The parties to this Agreement, as part of the consideration hereof, agree that said Executive Order No. 16 is incorporated herein by reference and made a part hereof. The parties agree to abide by such Executive Order.

6.) The Second Party agrees that the sole and exclusive means for the presentation of any claim against the State arising from or in connection with the Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes

(Claims against the State) and the Second Party further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

7.) All terms and conditions of the Original Agreement not amended, modified or deleted herein are and shall remain in full force and effect.



IN WITNESS WHEREOF, the parties hereto do hereby set their hands and seals on the day and year indicated.

WITNESSES:

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
Stephen E. Korta, II, Commissioner

Name:

By _____ (Seal)
H. James Boice
Interim Bureau Chief
Bureau of Public Transportation

Name:

Date: _____

WITNESSES:

SECOND PARTY
CITY OF DANBURY

Name:

By _____ (Seal)
Mark D. Boughton
Mayor

Name:

Date: _____

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) ss: Newington _____ A.D., 20 _____

Personally appeared for the State, H. James Boice, Signer and Sealer of the foregoing Instrument and acknowledged the same to be the free act and deed of the Department of Transportation, and his free act and deed as Interim Bureau Chief, Bureau of Public Transportation, before me.

My Commission Expires:

Notary Public

STATE OF CONNECTICUT)
COUNTY OF _____) ss: _____ A.D., 20 _____

Personally appeared for the Second Party, Mark D. Boughton, Signer and Sealer of the foregoing Instrument and acknowledged the same to be the free act and deed of the City of Danbury, and his free act and deed as Mayor, before me.

My Commission Expires:

Notary Public

APPROVED AS TO FORM:

Attorney General
State of Connecticut

Date: _____



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A. D., 200_

RESOLVED by the Common Council of the City of Danbury:

WHEREAS, the State of Connecticut, Department of Transportation and the City of Danbury previously entered into a Lease Agreement, No. 9.20-03(99), dated May 3, 2000, for the lease of five (5) State-owned railroad passenger coaches, Nos. 1547, 2001, 2012, 2014 and 2015 for use in conjunction with the operation of the Danbury Railway Museum; and,

WHEREAS, the State of Connecticut, Department of Transportation, has offered to continue the existing lease of the five railroad passenger coaches to the City of Danbury for an additional five (5) year period; and

WHEREAS, in order to promote the utilization of the passenger coaches the City of Danbury wishes, in turn, to enter into a sublease agreement with the Danbury Railway Museum; and

WHEREAS, said sublease agreement would commit the Danbury Railway Museum to certain rights and obligations originally imposed by the State upon the City of Danbury concerning the use of the coaches;

NOW, THEREFORE, BE IT RESOLVED THAT Mayor Mark D. Boughton be and hereby is authorized to execute an agreement entitled, "SUBLEASE AGREEMENT FOR FIVE RAILROAD PASSENGER COACHES BETWEEN THE CITY OF DANBURY AND THE DANBURY RAILWAY MUSEUM, INC." and take such other action as may be necessary in order to effectuate the purposes hereof.

SUBLEASE AGREEMENT FOR
FIVE RAILROAD PASSENGER COACHES
BETWEEN
THE CITY OF DANBURY
AND
THE DANBURY RAILWAY MUSEUM, INC.

THIS SUBLEASE AGREEMENT, concluded at Danbury, Connecticut this _____ day of _____, 2005, is made by and between the City of Danbury, a municipal corporation located in Fairfield County, organized and existing under and by virtue of the laws of the State of Connecticut, acting herein by Mark D. Boughton, its Mayor, hereunto duly authorized, (hereinafter referred to as the "CITY") and the Danbury Railway Museum, a non profit corporation, organized and existing under and by virtue of the laws of the State of Connecticut, (hereinafter referred to as the "LESSEE").

WITNESSETH: THAT,

WHEREAS, the CITY and the State entered into a Lease Agreement No 9.20-03(99), dated May 3, 2000, concerning the utilization of five (5) railroad passenger coaches in conjunction with the operation of the Danbury Railway Museum; and,

WHEREAS, the CITY has requested from the State the right to continue to utilize the five (5) railroad passenger coaches in conjunction with the operation of the Danbury Railway Museum, and

WHEREAS, the State has offered to grant said authority pursuant to a "FIRST SUPPLEMENTAL AGREEMENT BETWEEN STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION AND CITY OF DANBURY IN THE CITY OF DANBURY RAIL FILE NO. (34) 7001-MISC-976," hereinafter referred to as the "Lease Agreement," a copy of which is attached hereto and incorporated herein, and

WHEREAS, the CITY wishes to grant to the LESSEE a sublease of certain of its rights and obligations under the above referenced agreement and the LESSEE wishes to accept said rights and obligations.

NOW, THEREFORE, KNOW YE:

The CITY does hereby sublease to the LESSEE and its assignees, if any, subject to all the stipulations, restrictions, specifications and covenants herein contained, five (5) railroad passenger coaches, Nos. 1547, 2001, 2012, 2014 and 2015 listed in Schedules A and B attached to the above referenced Lease Agreement, hereinafter referred to as the EQUIPMENT, for use in conjunction with its operation of the Danbury Railway Museum.

In furtherance of the foregoing, and except as otherwise provided herein, the CITY does hereby specifically transfer to the LESSEE, and the LESSEE does hereby specifically accept the rights granted to, and the obligations assumed by, the CITY as set forth in the aforesaid Lease Agreement between the CITY and the State of Connecticut.

The right to inspect the EQUIPMENT for the purpose of verifying compliance with the terms and conditions of the above referenced Lease Agreement between the CITY and State of Connecticut is specifically retained by both the CITY and the State and acknowledged by the LESSEE.

It is understood and agreed by the parties hereto that all obligations assumed by the LESSEE under this Agreement and under the Lease Agreement between the CITY and State of Connecticut referenced herein and attached hereto, shall run in favor of both the CITY and the State of Connecticut, both of which shall have the right to enforce this Agreement according to the law. Whenever said Lease

Agreement permits certain action subject to State consent or approval is obtained first from the CITY and then from the State.

This Agreement may be terminated at any time by the LESSEE upon forty-five (45) days official notice, as the same is hereinafter defined, or by the CITY with seventy-five (75) days official notice.

Whenever the above referenced Lease Agreement between the CITY and the State of Connecticut requires or permits demands, notices and other communications to or with the State of Connecticut, said demands, notices and communications shall be in writing and contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof. Such demands, notices or communications shall be deemed to have been duly given when delivered in person or mailed United States Postal Service – “Certified Mail” to the addresses recited below. All such demands, notices and communications by or from the LESSEE shall be concurrently given both to the CITY and the State.

If to the Danbury Railway Museum, Inc.:

Secretary of the Danbury Railway Museum
Danbury Railway Museum
120 White Street
P.O. Box 90
Danbury, Connecticut 06813-0090

If to the State of Connecticut:

Commissioner of Transportation
Connecticut Dept of Transportation
P.O. Box 317546
Newington, CT 06131-7546

If to the City:

Mark D. Boughton, Mayor
155 Deer Hill Avenue
Danbury, CT 06810

IN WITNESS WHEREOF, the parties hereto do hereby set their hands and seals on the day and year first indicated.

Signed, sealed and delivered
in the presence of:

CITY OF DANBURY

By: _____
Mark D. Boughton, Mayor

DANBURY RAILWAY MUSEUM, INC.

By: _____
, President
