



**WESTPORT CONNECTICUT
BOARD OF FINANCE**

NOTICE OF PUBLIC HEARING

The Board of Finance will hold its Public Hearing on **Wednesday, April 10, 2013 at 8:00 p.m.** in the Auditorium of Town Hall. The following item(s), and any others properly presented before the Board, will be considered:

AGENDA

DISCUSSION/REVIEW

1. Financial Report from the Finance Director.
2. Status Update from the Internal Auditor.
3. Update on schools security audit from the Board of Education.
4. Update on Levitt Pavilion project.

APPROPRIATIONS IN THE 2012-2013 BUDGET

5. A request by the Westport Historic Commission for an appropriation of \$5,200 to the Historic District Fees & Services Account #10101181-531000 for hiring a conservator to prepare an assessment and treatment plan for the restoration of the Minute Man Statue site.

6. A request by the Director of Public Works for an appropriation of \$492,000 to the following Capital & Nonrecurring Expenditure Fund (C&NEF) Accounts for three repair projects due to Storm Sandy:

- a) \$222,000-Harbor Road Seawall Repairs Account#31503310-500254-10001
- b) \$250,000-Hendricks Point Stabilization Account#31503310-500255-10001
- c) \$20,000-Herbert Baldwin Culvert Repairs Account#31503310-500256-10001

BUDGET RESTORATION REQUESTS AND FINAL RECOMMENDATION

7. The Board will consider any requests for restoration of sums removed from the Budget by the Board at its March 19, 2013 and March 21, 2013 Budget Hearings.

The Board will approve the "BOF Recommended Budget for Fiscal Year 2013-2014" as follows:

- a. General Fund;
- b. Wakeman Farm;
- c. Railroad Parking Fund; and
- d. Sewer Fund

RECOMMENDATION

8. A request by the First Selectman, in accordance with Section C6-3 of the Town Charter, to recommend the renewal of the Westport Astronomical Society lease at 182 Bayberry Lane.
9. A request by the First Selectman, in accordance with Section C6-3 of the Town Charter, to recommend the sub-lease agreement between the Town of Westport and Avis Budget Car Rental, LLC at the eastbound Saugatuck Railroad Station.

APPROVAL OF MINUTES

10. Approve the Board of Finance Minutes of the March 6, 2013 regular meeting.
11. Approve the Board of Finance Minutes of the March 19, 2013 formal budget hearing.
12. Approve the Board of Finance Minutes of the March 21, 2013 formal budget hearing.

ITEM #5



Westport Historic District Commission

Town Hall

Westport, Conn. 06880

March 21, 2011

RECEIVED

MAR 21 2013

**TOWN OF WESTPORT
SELECTMAN'S OFFICE**

Honorable Gordon F. Joseloff
First Selectman
Town of Westport
Westport, CT 06880

Dear Mr. Joseloff:

The Westport Historic District Commission in partnership with the Arts Advisory Committee respectfully requests to be placed on the April 10, 2013 Board of Finance agenda for an appropriation of \$5,200 to Account No. 10101181-531000, Fees & Services, for the purpose of hiring a conservator to prepare an assessment and treatment plan for the restoration of the Minute Man Statue site.

Upon your request on behalf of the town, a study report has been prepared to designate the Minute Man Monument a local historic property landmark. With this designation and an assessment report from the conservator, the HDC plans to apply for a Restoration Grant from the State Historic Preservation Office for the extensive project of restoring and protecting the bronze sculpture and plaque, the stone features, all associated masonry and iron fencing.

Attached is the assessment proposal prepared by Francis Miller of ConservArt LLC. Thank you in advance for your consideration of this request.

Sincerely,

Francis H. Henkels
Chair, Historic District Commission

Approved for submission to the
Board of Finance (4/10/13)

FHH:cl
Attachment

Gordon F. Joseloff
First Selectman

**MINUTEMAN MONUMENT
WESTPORT, CT**

**ASSESSMENT PROPOSAL
MARCH, 2013**

**MINUTEMAN MONUMENT
PROPOSAL
ASSESSMENT AND TREATMENT GUIDELINES
WESTPORT, CONNECTICUT**

RECEIVED

MAR 15 2013

HISTORIC DISTRICT
COMMISSION



Submitted To: Carol Leahy
CLG Coordinator/HDC Staff Administrator
Historic District Commission
Town Hall, Room 108
Westport, CT 06880
Tel: 203.341.1184
Fax: 203.454.6195
cleahy@westportct.gov

Submitted By: ConservArt LLC
Francis Miller, Conservator
19 Lansdowne Avenue
Hamden, CT 06517
Office: 203-248-2530
Cell: 203-506-6846

Date: March 12, 2013

ConservArt LLC

19 Lansdowne Avenue Hamden, Connecticut 06517 p: 203.248.2530 e-mail: millerfrancis@hotmail.com

MINUTEMAN MONUMENT WESTPORT, CT

ASSESSMENT PROPOSAL MARCH, 2013

MONUMENT

Title: *Minuteman Monument*
Artist: A. Daniel Webster
Foundry: Tiffany Studios
Date: 1910
Materials: Sculpture: Bronze
Plaque: Bronze
Base: Fieldstone, Cement
Fence: Iron and Fieldstone
Location: Compo Road, Westport

RECEIVED
MAR 15 2013
HISTORIC DISTRICT
COMMISSION

ASSESSMENT PROPOSAL

A. Historic Documentation Review

- Review all historic documents.
- Review other documents related to the project.

B. Site Assessment

- Examine bronze sculpture and plaque.
- Examine all stone features.
- Examine all associated masonry.
- Examine all associated iron fencing in storage.
- Photograph all existing conditions with digital images.

C. Site Tests

- Unearth section of perimeter wall to determine the existence and condition of the historic stone wall.

D. Draft Conservation Assessment and Treatment Specifications

- Detailed Assessment of all physical conditions.
- Identification of the cause for deterioration or damaging mechanisms.
- Recommendation and detailed specifications for conserving all elements.
- General budget for treatment.
- Format will be in Microsoft Word with Digital Images numbered and captioned.

E. Meetings and Presentations

- Attend meetings.
- Provide Power Point presentation to committee.

E. Final Report and Documentation

- Submit printed and bound copy and electronic copy on CD based on client review and approval
- Plan drawings and section drawings for specific detail concerning foundation and wall-fence interface to be provided by Albis Architects.

**MINUTEMAN MONUMENT
WESTPORT, CT**

**ASSESSMENT PROPOSAL
MARCH, 2013**

RECEIVED

MAR 15 2013

HISTORIC DISTRICT
COMMISSION

FEE PROPOSAL

The cost for ConservArt LLC to provide all services including labor and materials is outlined below in itemized budgets.

Phase	Cost
Site Assessment of Monument and Fencing	\$700
Unearth section of stone wall and review	\$1,300
Reports, Meetings and Presentations	\$2,000
Plan Drawings and Details: Perimeter Foundation and Fencing	<u>\$1,200</u>
TOTAL	\$5,200

CLIENT APPROVAL AND PAYMENT SCHEDULE

The client has read the proposal and agrees to proceed with the Assessment Proposal and to pay for all associated costs for completed phases listed in the Fee Proposal.

Signature

Date

Title

Organization

ITEM #6



WESTPORT CONNECTICUT

DEPARTMENT OF PUBLIC WORKS
TOWN HALL, 110 MYRTLE AVE.
WESTPORT, CONNECTICUT 06880

RECEIVED
MAR 26 2013
TOWN OF WESTPORT
SELECTMAN'S OFFICE

March 26, 2013

The Honorable Gordon F. Joseloff
First Selectman
Town Hall
Westport, CT 06880

Re: **Request for Appropriation #2 – Storm Sandy Damage Repairs**

Dear Mr. Joseloff:

Storm Sandy hit the area on Monday-Tuesday October 29 - 30, 2012, causing considerable damage to the shoreline infrastructure. The Department of Public Works (DPW) and the Parks and Recreation Department (P&R) worked around the clock to stabilize the area to reopen the beach areas to beach goers. Since that time, we have met with representatives of the Department of Energy and Environmental Protection (DEEP) and the Federal Emergency Management Agency (FEMA) to review the extent of the damage and agree on the scope of the repairs that would fit within the FEMA guidelines for reimbursement. In February, 2013, this office requested and received an appropriation of \$335,000.00 for repairs to the Beachside Avenue revetment, the Hillspoint Road revetment and sidewalk, the E.R. Strait Marina revetment and Burying Hill Beach revetment. All this work has been completed except the Burying Hill Beach revetment which is currently under reconstruction.

This office has continued to work with FEMA on additional impacted areas along the Westport waterfront. An additional three projects have been identified and have received preliminary approval by FEMA. These projects are currently under design and are anticipated to be under construction in late spring to early summer. The following three projects have received FEMA authorization.

Harbor Road Seawall. Estimate \$222,000.00

Replace and rebuild approximately 1670 lf of stone seawall displaced by the storm surge
Replace washed out gutterline and repave

Page 2

The Honorable Gordon F. Joseloff

March 26, 2013

Hendricks Point Stabilization Estimate \$250,000.00

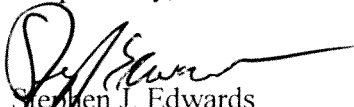
Replace and reset approximately 1150 lf of slope pavement displaced by storm surge
Regrade and stabilize with fabric the slope covering the former landfill
Topsoil and seed the new slope

Herbert Baldwin Culvert Estimate \$20,000.00

Reset stone on headwall adjacent to the culvert
Pressure grout existing stone

This office herein requests an appropriation of \$492,000.00 for the purpose of repairs from Storm Sandy. This work has already been approved by FEMA and as such the work is 75% reimbursable.

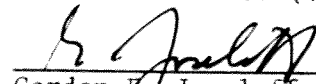
Respectfully,


Stephen J. Edwards
Director of Public Works

cc: Gary Conrad, Finance Director

GAPW_OFF\ASJIE\FSVAPP\Storm Sandy Repairs#2

Approved for submission to the
Board of Finance (4/10/13)


Gordon F. Joseloff
First Selectman

ITEM #8



WESTPORT, CONNECTICUT

OFFICE OF THE
TOWN ATTORNEY

RECEIVED

MAR 28 2013

TOWN OF WESTPORT
SELECTMAN'S OFFICE

To: Gordon F. Joseloff, First Selectman

From: Gail Kelly, Assistant Town Attorney *G.K.*

Date: March 28, 2013

Re: Astronomical Society Lease

The three year lease with the Astronomical Society expired on December 31, 2012. It is currently on month to month.

The Astronomical Society has requested the renewal of the lease for an additional three year period.

In accordance with the Town Charter, all leases are subject to the Board of Finance's recommendation. It was originally scheduled for the March 6, 2013 Board of Finance meeting but was withdrawn for further revision.

Would you please approve the rescheduling of the renewal of this lease on the next Board of Finance agenda? The next meeting is April 10, 2013. Thank you.

I will be preparing a package with back up material for the Board. In the meantime, I have attached a copy of the lease together with a lease term sheet for your files.

Thank you.

Approval for submission to the
Board of Finance (4/10/13)



Gordon F. Joseloff
First Selectman

BOARD OF FINANCE LEASE TERM SHEET

1. **LANDLORD:** Town of Westport
2. **TENANT:** Westport Astronomical Society, Inc.
3. **PROPERTY LOCATION:** 182 Bayberry Lane
4. **RENT:** \$100.00 annually
5. **TERM:** The term of this Lease shall be three (3) years, commencing as of the date of execution.
6. **OPTION TO RENEW:** None
7. **SECURITY DEPOSIT:** None
8. **TOWN SERVICES REQUIRED:** The Lessee is responsible for all maintenance and repairs. **But see COMMENTS.**
9. **COMMENTS:** The Astronomical Society has occupied the property since 1975. This lease represents a renewal of the current three (3) year lease. During the course of its tenancy, the Astronomical Society has made repairs and capital improvements at no expense to the Town. However, unlike past leases, this lease has an early termination provision. Upon twelve months prior written notice, the Town may terminate the lease for any reason. In the event the Town terminates the lease for any reason, the Town will reimburse the Astronomical Society a percentage of the cost of any repair or improvement made during the term of the lease, the total cost of which is \$4,000 or more. The Town will reimburse 2/3 of the cost if the date of termination is within one year of the date the improvement/repair was completed; and 1/3 of the cost of the improvement/repair if the date of termination is within two years of the date the improvement/repair was completed. If the date of termination is more than two years of the date the improvement/repair was completed, then there will be no reimbursement.

Prepared By: Gail Kelly, Assistant Town Attorney
Date: March 27, 2013

**TOWN OF WESTPORT
LEASE AGREEMENT**

LEASE AGREEMENT (hereinafter “the Lease”) by and between the Town of Westport, a municipal corporation maintaining offices at 110 Myrtle Avenue, Westport, Connecticut, acting herein by its First Selectman, Gordon F. Joseloff (“LANDLORD”), and the Westport Astronomical Society, Inc., (“TENANT”), maintaining offices at 182 Bayberry Lane, Westport, Connecticut, acting herein by Dan Wright, its President.

In consideration of the mutual representations, covenants and agreements contained herein, LANDLORD and TENANT do promise, covenant and agree as follows:

I. DEMISE

In consideration of the rent and representations, covenants and agreements herein stipulated to be paid and performed and upon the terms and conditions specified, LANDLORD hereby demises and lets to TENANT all real property, buildings and structures shown as “Lease Area = 2.832 Ac” on that map entitled “Map Showing Land To Be Leased By Westport Astronomical Society, Inc. From Town Of Westport” which map is attached hereto as Exhibit A and which is on file in the land records of the office of the Town Clerk of the Town of Westport as map No.8960 (hereinafter “the Property”).

II. TERM

The term of this Lease shall commence as of _____, 2013 (hereinafter “the Commencement Date”) and unless earlier terminated pursuant to the provisions of paragraph XV hereof, shall expire on the date which is three (3) years from the Commencement Date.

III. RENT

TENANT shall pay to LANDLORD rent of One Hundred (\$100.00) Dollars per year which shall be payable, in total, thirty (30) days from the Commencement Date.

IV. USE

TENANT may use the Property leased herein only for scientific, educational and recreational purposes related to astronomy and astronomical study. The Property must be made available to the public in a non-discriminatory manner. Fees or costs for use of the Property (such as fees for admission) may be assessed and collected only upon the express written permission of the LANDLORD. For purposes of this paragraph IV, the term “fees” shall not include (a) fees generated as a result of TENANT’S participation in the Westport

Adult Education Program or any classes held on site; (b) voluntary donations made by the public by use of the rite donation box; (c) general fund raising activities; and (d) any other voluntary donations made by the public.

V. IMPROVEMENTS

Except as specifically provided in this paragraph V, upon the expiration of this Lease, title to all improvements vest with and become the property of the LANDLORD. For purposes of this paragraph V, the term "improvements" shall not include any telescope, telescope related equipment, telescope mount, or allied equipment or any other removable fixture or item used by TENANT in the course of its astronomical activities (hereinafter referred to as "astronomical improvements"). Any improvements, including astronomical improvements, requiring the modification, demolition or construction of a structural element such as a foundation, roof, load-bearing walls, or beams shall not be performed, nor shall exterior lights be installed, without the express written permission of the LANDLORD, which permission shall not be unreasonably withheld. The Property may be further cleared of vegetation at the TENANT's sole expense, provided that the TENANT shall not remove any tree of greater than two inches in caliper without the advance written consent of the LANDLORD.

VI. MAINTENANCE

At all times during this Lease and at its own expense, the TENANT shall keep and maintain the Property in repair and good condition and shall use all reasonable precautions to prevent waste, damage or injury thereto. TENANT shall, at its own expense, keep and maintain the septic system servicing the Property in repair and good condition and shall have the septic tank pumped as needed. During the term of this Lease, TENANT will, at its own cost and expense, keep and maintain the Property, including, but not limited to, walkways, stairs, roofs and exterior walls, in good condition and repair and, subject to the provisions of Section V hereof, will make all necessary repairs, both exterior and interior, structural and mechanical, to the Property. All maintenance and repairs shall be conducted in a workmanlike manner of a quality comparable to other town-owned facilities. Further, TENANT shall have sole responsibility for the grounds maintenance of the Property, including, but not limited to, removal of snow and ice, grass cutting and leaf removal.

VII. COMPLIANCE WITH LAWS

During the term of this Lease, TENANT shall, at its own expense, promptly observe and comply with all present and future statutes, codes, laws, acts, ordinances, requirements, orders, judgments, directives, decrees, rules and regulations ("Orders") of any governmental authority having jurisdiction over the Property or TENANT'S activities on the Property, or any portion thereof, whether the same are in force at the Commencement Date of this Lease or may in the future be passed, enacted or directed, and TENANT shall

pay all costs, claims and demands, including attorney fees, that may in any manner arise out of or be imposed because of the failure of TENANT to comply with the covenants of this paragraph.

VIII. RIGHT OF INSPECTION

The LANDLORD or its duly appointed agents shall have the right at all reasonable times upon the furnishing of reasonable notice to enter upon the Property to examine and inspect the Property.

IX. INSURANCE

Beginning not later than the Commencement Date of this Lease, the TENANT shall purchase from and maintain, for the term of this Lease, in a company or companies with an A.M. Best rating of A- (VII) or better. Such insurance will protect the Town from claims set forth below which may arise out of or result from the TENANT's obligation under this Lease, whether such obligations are the TENANT's or by a subcontractor or any person or entity directly or indirectly employed by said TENANT or by anyone for whose acts said TENANT may be liable.

A. Commercial General Liability Insurance:

TENANT shall provide commercial general liability insurance policy with an edition date of 1986 or later that includes products, operations and completed operations. Limits should be at least: bodily injury & property damage with an occurrence limit of \$1,000,000; personal & advertising injury limit of \$1,000,000 per occurrence; general aggregate limit of \$2,000,000 (other than products and completed operations); products and completed operations aggregate limit of \$2,000,000. Such coverage shall not exclude sexual abuse or molestation.

- The policy shall name the Town as an additional insured.
- Such coverage will be provided on an occurrence basis and will be primary and shall not contribute in any way to any insurance or self insured retention carried by the Town.
- Such coverage shall contain a broad form contractual liability endorsement or wording within the policy form.
- Deductible and self-insured retentions shall be declared and are subject to the approval of the Town.

B. Property Insurance:

TENANT shall provide Property Insurance in the amount sufficient to cover their business personal property located at the Premises.

C. Umbrella Liability Insurance:

TENANT shall provide an umbrella liability policy in excess (without restriction or limitation) of those limits described in items (A) through (C). Such policy

shall contain limits of liability in the amount of \$1,000,000 each occurrence and \$1,000,000 in the aggregate.

TENANT shall deliver to the LANDLORD a certificate of insurance evidencing the insurance required above and, in particular, the required contractual liability endorsement.

X. INDEMNIFICATION

TENANT shall indemnify and save harmless the LANDLORD from any and all claims against the LANDLORD arising from any accident, injury or damage whatsoever caused to any person or to the property of any person and occurring during the term of this Lease where such accident, injury or damage results, or is claimed to have resulted from, any act, omission or negligence of the TENANT or TENANT's agents, employees, invitees or visitors.

XI. DAMAGE OR DESTRUCTION

If all or any portion of the Property is damaged or destroyed by any cause, in whole or in part, it shall be repaired or replaced at the sole expense of the TENANT. Provided, however, that TENANT shall not be responsible for any loss or damage arising by the LANDLORD, or any municipal service company or person entering onto the Property at the request of or acting on behalf of the LANDLORD

Notwithstanding the foregoing if, through no fault of the TENANT, the Property is totally destroyed, or so extensively damaged that the Property is dangerous for habitation, and the TENANT fails to repair or replace the Property, the LANDLORD has the right to terminate the lease and such termination shall not constitute a breach of TENANT's obligations hereunder.

XII. ASSIGNMENTS/SUBLEASES

TENANT is forbidden to assign or sublet any interest in the Property leased herein.

XIII. DEFAULTS

The occurrence of any one or more of the following events which shall not have been remedied as hereinafter provided shall constitute an event of default:

- A. TENANT fails to pay rent fifteen (15) days after the same shall be due and payable.
- B. TENANT's material failure to perform or comply with covenants and conditions contained in paragraph V, VI, VII, IX, XI and XII of this Lease, and the continuance of

such failure without cure of same for a period of thirty (30) days after receipt by TENANT of notice in writing from LANDLORD specifying in detail the nature of such failure.

C. TENANT's use of the Property in a manner inconsistent with paragraph IV of this Lease.

Notices of such defaults or other written communications shall be sent to the following addresses by first-class, certified mail:

TO LANDLORD: Gordon F. Joseloff
First Selectman
Town Hall, Room 310
110 Myrtle Avenue
Westport, CT 06880

TO TENANT: Dan Wright
President
Westport Astronomical Society, Inc.
182 Bayberry Lane
Westport, CT 06880

XIV. RESERVED AREAS, RETAINED EASEMENTS AND RIGHTS OF WAY

LANDLORD herein reserves from the leased Property that area shown as "Radio Bldg" and "Antenna Tower" on the above referenced map. LANDLORD herein reserves the right to cross and recross the Property without notice to or approval from TENANT. LANDLORD also reserves the right for itself, its assigns, agents and designees to use the Property for any purpose not inconsistent with the use authorized under this Lease.

XV. TERMINATION

LANDLORD shall have the option to terminate this Lease:

- 1) Upon an event of default described in paragraph XIII
- 2) Upon twelve (12) months' written notice to LESSEE for any reason. In the event of such early termination, LESSEE shall be reimbursed by LESSOR for any structural or mechanical repair or improvement to the Property performed by LESSEE, the total cost of which is \$4,000 or more, inclusive of labor and materials (an "Eligible Improvement"). Eligible Improvements will be reimbursed by LESSOR within sixty (60) days of presentation of appropriate supporting documentation (i. e., receipts and paid invoices for materials and labor) in accordance with the following schedule: 2/3 of the cost if the date of termination is within one year of the date the Eligible Improvement was completed; and

1/3 of the cost of the Eligible Improvement if the date of termination is within two years of the date the Eligible Improvement was completed. If the date of termination is more than two years of the date the Eligible Improvement was completed, then there will be no reimbursement.

In the event of termination, LANDLORD may recover possession of the leased Property, and LANDLORD may exercise any other remedy available under the law to LANDLORD on account of a breach of lease by a TENANT.

XVI. HOLDING OVER BY TENANT.

In the event that the TENANT shall remain on the Property after the expiration of the term of this Lease without having executed a new written lease with the LANDLORD, such holding over shall not constitute a renewal or extension of this Lease. The LANDLORD may, at its option, elect to treat the TENANT as one who has not removed at the end of the Lease term, and thereupon be entitled to all the remedies against the TENANT provided by law in that situation, or the LANDLORD may elect, at its option, to construe such holding over as a tenancy from month to month, subject to all the terms and conditions of this Lease, except as to duration thereof.

XVII. KEY

TENANT shall provide LANDLORD with a copy of the key used to lock the gate permitting access to the Property.

XVIII. ENTIRE AGREEMENT.

This Lease between LANDLORD and TENANT constitutes the only agreement between the parties and supersedes all other agreements either written or verbal.

XIX. SUCCESSORS AND ASSIGNS.

The provisions of this Lease are to apply to and bind the legal representatives, heirs, successors and assigns, if any, of the parties hereto.

IN WITNESS WHEREOF, the undersigned duly authorized representatives have set their hands and seals as of the _____ day of _____, 2013.

WITNESSES:

By: _____
Gordon F. Joseloff
First Selectman

WITNESSES:

By: _____
Dan Wright
President

Approved as to Form:

Approved as to compliance with the
Charter of the Town of Westport

Gail Kelly
Assistant Town Attorney

Gary G. Conrad
Finance Director

ITEM # 9



WESTPORT, CONNECTICUT

OFFICE OF THE
TOWN ATTORNEY

RECEIVED
MAR 19 2013
TOWN OF WESTPORT
SELECTMAN'S OFFICE

To: Gordon F. Joseloff, First Selectman

From: Gail Kelly, Assistant Town Attorney, *G.K.*

Date: March 18, 2013

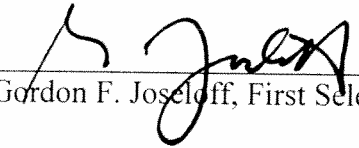
Re: Sublease Agreement between the Town of Westport and Avis Budget Car Rental, LLC

I have attached a copy of the above described Sublease for your review. Avis was the successful bidder in response to an RFP for a service business to be located in the eastbound Saugatuck Railroad Station.

This Sublease must also be submitted to the Board of Finance for its review and recommendation in accordance with the Charter. Please approve the scheduling of the Sublease on the April 10, 2013 Board of Finance agenda.

In the meantime, if you have any questions or concerns, please let me know. Thank you.

Approved for submission to Board of Finance – 4-10-13:



Gordon F. Joseloff, First Selectman

cc: Foti Koskinas, Deputy Chief



WESTPORT, CONNECTICUT

OFFICE OF THE
TOWN ATTORNEY

To: Board of Finance

From: Gail Kelly, Assistant Town Attorney

A handwritten signature in dark ink, appearing to be "G.K.", is written over the printed name "Gail Kelly".

Date: March 25, 2013

Re: Sublease between the Town of Westport and Avis Budget Car Rental, LLC
("Sublease")

In accordance with the Charter, the above described Sublease is being submitted to you for your review and recommendation.

Attached is a copy of the Sublease together with a Lease Term Sheet outlining the basic terms.

The Town is the primary lessee of the railroad station under the terms of a Lease Agreement dated January 31, 2002 between the Town of Westport and the State of Connecticut Department of Transportation. Accordingly, this agreement is a sublease.

Captain Foti Koskinas will be presenting the Sublease at your meeting. Doug LoMonte, from Berchem, Moses & Devlin, PC will also be attending the meeting to address any legal concerns you may have.

In the meantime, if you have any questions, please do not hesitate to call me.

cc: Gordon F. Joseloff, First Selectman
Deputy Chief, Foti Koskinas, Westport Police Department
Douglas LoMonte, Berchem, Moses & Devlin, PC

BOARD OF FINANCE LEASE TERM SHEET

1. **LANDLORD:** Town of Westport
2. **TENANT:** Avis Budget Car Rental, LLC.
3. **PROPERTY LOCATION:** Eastbound Saugatuck Railroad Station
1 Ferry Lane, Westport, CT 06880

4. **RENT:**
OFFICE SPACE:

<i>First Payment Due</i>	<i>Last Payment Due</i>	<i>Office Rent for One Year</i>	<i>Office Rent, Monthly Payment</i>
Commencement Date	Month 12	\$24,120.00	\$2,010.00
Month 13	Month 24	\$24,840.00	\$2,070.00
Month 25	Month 36	\$25,584.00	\$2,132.00
Month 37	Month 48	\$26,352.00	\$2,196.00
Month 49	Month 60	\$27,144.00	\$2,262.00

PARKING SPACES:

20 Spaces - \$2000 a month. Subject to increase, as provided in Paragraph 1.01(i). Rent for each parking space is at the rate for transient daily parking as established by the Westport Traffic Authority (from time to time). As of this date, the rate is \$5.00 per day. Avis will pay this rate, per space, for 20 days for each month. Accordingly, the current rent for 20 parking spaces is \$2,000 per month.

5. **TERM:** 5 Years (Commencing on May 1, 2013)
6. **OPTION TO RENEW:** Yes - one additional 5 year period (see Paragraph 15.01). \$2,262 Escalation Fee due from Avis upon exercise. Office Rent increases by 3% per year during Extension Period.
7. **SECURITY DEPOSIT:** \$4,010.00 (1 month's Office Rent + 1 month's Parking Rent)
8. **TOWN SERVICES REQUIRED:** Avis is responsible for all maintenance and all utilities with the exception of water.

Prepared by : Gail Kelly, March 25, 2013

SUBLEASE AGREEMENT

This Sublease Agreement (“Sublease”) is dated as of April _____, 2013, by and between the TOWN OF WESTPORT (the “Town”) and AVIS BUDGET CAR RENTAL, LLC, a Delaware limited liability company, with a principal place of business at 6 Sylvan Way, Parsippany, NJ 07054 (“Avis”).

In consideration of the mutual benefits and obligations set forth in this Sublease, the Town and Avis agree as follows.

ARTICLE I LEASING DATA

1.01. LEASING DATA. This Article contains data used in other provisions of this Sublease but set forth in this Article for ease of reference. For example, although the monthly Office Rent is specified in this Article, Article IV is the operative provision of this Sublease regarding the payment of the monthly Office Rent. Whenever any item contained in this Article is more specifically described in a subsequent Article of this Sublease, the more specific description will control.

- (a) The “Building” is the railroad station building located on the south side of the railroad tracks and known as 1 Ferry Lane, Westport, Connecticut.
- (b) The “Leased Premises” consists of the Office Space and the Parking Area.
- (c) The “Office Area” is the 260 square foot area shown on the floor plan of the Building attached as Exhibit A.
- (d) The “Parking Area” is the area consisting of twenty (20) uncovered parking spaces shown on the diagram attached as Exhibit B.
- (e) The “Commencement Date” is May 1, 2013.
- (f) The “Initial Term” is the period of time beginning with the Commencement Date and ending on April 30, 2018.
- (g) The “Approved Use” is the operation of a motor vehicle rental service. Avis may conduct business under its “Avis” or “Budget” trade names or both. If Avis wishes to conduct business under any other trade name, Avis may do so upon delivery of Notice to the Town.

- (h) The “Office Rent” for the use and occupancy of the Office Area for Initial Term is payable in equal monthly installments, in advance, on the first day of each month as follows.

<i>First Payment Due</i>	<i>Last Payment Due</i>	<i>Office Rent for One Year</i>	<i>Office Rent, Monthly Payment</i>
Commencement Date	Month 12	\$24,120.00	\$2,010.00
Month 13	Month 24	\$24,840.00	\$2,070.00
Month 25	Month 36	\$25,584.00	\$2,132.00
Month 37	Month 48	\$26,352.00	\$2,196.00
Month 49	Month 60	\$27,144.00	\$2,262.00

- (i) The “Parking Rent” for the use and occupancy of the Parking Area for the Initial Term is payable in equal monthly installments, in advance, on the first day of each month. The Parking Rent is determined by reference to the rate for transient daily parking established, from time to time, by the Westport Traffic Authority for parking at Saugatuck Station (the “WTA Rate”). As of the Commencement Date, the WTA Rate is \$5.00 per space per day. For each month during the Term, Avis will pay the WTA Rate for twenty (20) days (the “20 Day Convention”). The 20 Day Convention shall apply without regard to the number of calendar days, weekdays or holidays in any given month. As of the Commencement Date, the Parking Rent for each month will be: 20 spaces X \$5.00 per day X 20 days = \$2,000. The WTA Rate is subject to increase in the discretion of the Westport Traffic Authority. Increases in Parking Rent will be effective on the first day of the month following delivery of Notice by the Town to Avis that the Westport Traffic Authority has increased the WTA Rate.
- (j) The “Security Deposit” is \$4,010.00 (the sum of one month’s Office Rent and Parking Rent for the first year of the Initial Term). As prescribed in Article X, Avis will not be entitled to interest on the Security Deposit.
- (k) The “Notice Address” for Town and Avis are:

Town: Town of Westport, Attn: First Selectman, 110 Myrtle Avenue,
Westport, CT 06880

Avis: Avis Budget Car Rental, LLC, 1855 Griffin Road, Suite A-470,
Dania, FL 33004, Attn: David Stark

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ARTICLE II DEFINITIONS

2.01. *CAPITALIZED WORDS AND PHRASES.*

This Sublease contains many words and phrases with initial, capitalized letters. These words and phrases are used as specially defined terms in an effort to make this Sublease easier to read. An effort has been made to set forth some of the more common defined terms in this Article, but other Articles may also contain defined terms. Whenever a capitalized word or phrase is used in this Sublease, it shall have the definition specifically ascribed to it, unless the context of the usage implies otherwise. Some of the definitions listed below may not be used in the main body of this Sublease.

2.02. *"ADDITIONAL RENT"* means any charge, other than the Office Rent and Parking Rent, payable by Avis to the Town under any provision of this Sublease.

2.03. *"APPROVAL / APPROVED"* means the written consent or approval of the Town's Chief of Police or First Selectman.

2.04. *"CASUALTY"* means a fire, flood, earthquake, high winds, lightning strike, severe storm or other natural disaster.

2.05. *"CHANGE OF CONTROL"* means a transfer, whether in one transaction or a series of transactions, of more than fifty percent (50%) of the capital account, profits interest, stock, membership or partnership units or management rights of a business entity and includes, by way of example and without limitation, a sale to a third party.

2.06. *"COMMON AREA"* means the sidewalks, crosswalks and parking lot on the south side of the railroad tracks at Saugatuck Station.

2.07. *"CONSENT"* of Town means the written consent or approval of the Town's Chief of Police or First Selectman.

2.08. *"DEFAULT RATE"* is the rate of interest equal to the lesser of: (a) four percent (4%) over the Wall Street Prime in effect at the time the Default

Rate begins to accrue; or (b) the maximum rate of interest permitted to be charged under law.

2.09. *"DOT"* means the Connecticut Department of Transportation.

2.10. *"ESCALATION FACTOR"* means one hundred three percent (103%).

2.11. *"FISCAL YEAR"* means the 12-month period comprising Town's fiscal year beginning July 1 and ending June 30.

2.12. *"FORCE MAJEURE"* means a natural disaster, storm, fire, earthquake, flood, insurrection, terrorist action, war, riot, strike, lock-out, inability to procure materials, failure of power or other reason of a like nature not the fault of the party whose act is delayed.

2.13. *"HAZARDOUS OR SPECIAL SUBSTANCE"* means any substance that may not be dumped in a land fill as general trash, any substance listed under the laws of the State or the United States as a hazardous waste, or any other substance whose use, presence or storage at the Leased Premises requires any person to comply with any environmental reporting or registration requirement under any law.

2.14. *"MASTER LEASE"* means the Lease Agreement dated January 31, 2002 between the Town and the DOT, Rail File No. (158) 7001-MISC-176.

2.15. *"NOTICE"* means only written notification given by one party to the other. Notice may only be given by: a form of US Mail in which the recipient is required to sign a receipt (such as certified, return receipt) or a nationally recognized courier service which requires the recipient to sign a receipt (such as Federal Express or UPS Next Day) and, in the case of Notice to Avis, delivery to the Leased Premises. All Notices will be effective on receipt, except in the case of delivery to the Leased Premises, in which event the Notice will be effective as of the date of delivery. Notice must be given to the other party at the party's Notice Address, except in the case of Notice to Avis, which may always be given at the Leased Premises. The Notice Address for each

party is the address listed in the Section 1.01(k), or to such other address designated by a party by Notice to the other party, provided, that the Town shall not be required to give Notice to more than one address, and if more than one address is specified, the Town may choose any one address of those designated by Avis.

2.16. "RENT" means all sums payable by Avis to Town under the provisions of this Sublease, including all Office Rent, Parking Rent and Additional Rent.

2.17. "RULES AND REGULATIONS" means the Rules and Regulations attached hereto as Exhibit C.

2.18. "SAUGATUCK STATION" means all of the real property and buildings on both the north and south sides of the railroad tracks leased by the Town from the State pursuant to the Master Lease.

2.19. "SPECIFICATIONS AND COVENANTS" means the Standard Railroad Lease Specifications and Covenants dated October 20, 2000 promulgated by the DOT, as amended from time to time.

2.20. "STATE" means the State of Connecticut.

2.21. "TENANT UTILITIES" means the following utilities or services with respect to the Building that are separately metered or accounted for by the utility/service provider: electricity (separately metered); telephone, internet and other communication services.

2.22. "TERM" means the period of time during which Avis is entitled to possession of the Leased Premises in accordance with the provisions of this Sublease, but does not include any hold over period.

2.23. "WALL STREET PRIME" means the interest rate published by the *Wall Street Journal* as the base rate on corporate loans posted by at least 75% of the nation's 30 largest banks, or a similar substitute rate selected by Town if the foregoing rate is no longer published.

**ARTICLE III
LEASING OF LEASED PREMISES AND TERM
OF SUBLEASE**

3.01. SUBLEASING OF LEASED PREMISES. The Town hereby subleases the Leased Premises to Avis for the Term, subject to the conditions described in Section 3.02 and subject to the other provisions of this Sublease.

3.02. THE MASTER LEASE AND SPECIFICATIONS AND COVENANTS. This Sublease is and shall at all times be subject and subordinate to the Master Lease and the Specifications and Covenants. Except for those obligations and conditions of the Master Lease and Specification and Covenants that are specific to the Town, the general terms and conditions of the Master Lease and the Specifications and Covenants shall apply to Avis.

3.03. QUIET ENJOYMENT. Upon payment by Avis of the Rent herein provided, and upon the observance and performance of all the covenants, provisions and conditions on Avis's part to be observed and performed, Avis shall peaceably and quietly hold and enjoy the Leased Premises for the Term without hindrance or interruption by Town or any person claiming by or through Town, except as expressly provided in this Sublease.

3.04. COMMENCEMENT DATE. The Term will begin on the Commencement Date set forth in Section 1.01(e).

3.05. CONDITION OF LEASED PREMISES UPON DELIVERY TO AVIS. The Office Area and Parking Area shall be delivered to Avis on the Commencement Date in AS IS condition.

3.06. EFFECT OF PRIOR SUBLEASES AND LETTER AGREEMENTS. This Sublease supersedes all prior subleases and letter agreements between the Town and Avis and all rights and obligations of the Town and Avis under the prior subleases and letter agreements shall be deemed to have expired as of the Commencement Date. Notwithstanding the preceding sentence, Avis will not be relieved of any obligation for any unpaid rent, indemnification covenant or hold harmless covenant under a prior sublease or letter agreement and those obligations and covenants shall be deemed continuing obligations and covenants of Avis.

**ARTICLE IV
PAYMENT OF RENT**

4.01. PAYMENT OF OFFICE RENT AND PARKING RENT. Avis shall pay the monthly Office Rent and the monthly Parking Rent on the first day of each month during the Term, in advance. If the Commencement Date is a day other than the first day of a calendar month, then the monthly installment of Office Rent and Parking Rent for that fractional month shall be prorated on a daily basis based upon a thirty (30) day month and Avis shall pay that prorated amount on the first day of the next calendar month. Any charge other than Office Rent and Parking Rent shall be due in accordance with the Lease provision governing the charge.

4.02. ADDITIONAL PROVISIONS REGARDING PAYMENT OF RENT. All Rent shall be due and payable without any setoff or deduction to Town at the times specified in this Article, above. If any installment of Rent is not paid within ten (10) days of its due date, Avis shall pay a late charge to Town equal to the greater of \$100 or 5% of the overdue payment. If the outstanding balance of Rent owed to Town contains any amount that has not been paid within ten (10) days of its due date, then beginning on the eleventh (11th) day, the entire outstanding balance of Rent owed by Avis shall bear interest at the Default Rate, until the outstanding balance no longer includes any amounts not paid within ten (10) days of their due date. Any liability for unpaid Rent shall survive the termination of the Lease.

**ARTICLE V
UTILITIES**

5.01. IN GENERAL. The Town will provide for access to electricity, telephone service and water for the Office Area. The Town's responsibility for providing access to electricity, telephone and water will consist of being responsible for providing a connection up to a point in the Office Area. The Town will be responsible for the cost of water consumed by the Tenant. The Town will provide a connection from the restroom to the municipal sewer line. There will be no charge for sewer use. Electricity is separately metered to Office Area. The Office Area is served by a dedicated HVAC unit

powered by electricity and connected to the Office Area's electrical meter. Avis will be responsible for the electricity consumed by the HVAC unit.

5.02. TENANT UTILITIES. Payment for Tenant Utilities is the obligation and responsibility of Avis. Accounts for all Tenant Utilities will be in Avis's name and Avis will pay the bills rendered by the utility/service providers by the due dates specified in the respective bills or invoices.

**ARTICLE VI
USE OF LEASED PREMISES AND CONDUCT
IN BUILDING AND PARKING AREA**

6.01. PERMITTED USES OF THE LEASED PREMISES. Avis and any permitted assignee or subtenant shall use the Leased Premises for the sole and exclusive purpose described in Section 1.01(g) and for no other purpose. The use of the Leased Premises shall also be in accordance with all applicable laws, statutes, regulations, codes and ordinances.

6.02. COMPLIANCE WITH RULES AND REGULATIONS. Avis shall comply at all times with the Rules and Regulations. The Town may amend the Rules and Regulations from time to time in order to better regulate the affairs of Saugatuck Station, protect the rights of the Town, the DOT and other tenants at Saugatuck Station and to promote the safety and well being of the public visiting Saugatuck Station. Avis agrees to abide by all amendments to the Rules and Regulations reasonably adopted by the Town of which Avis has received Notice.

6.03. ALTERATIONS, CONTRACTORS, AND MECHANIC'S LIENS. Avis shall not cause any alteration or improvement to be made to the Leased Premises or the Building unless Avis has obtained the Town's prior Consent and the work is consistent in design and style with the historical aesthetic of the Building. Approval of the DOT may also be required. The Town may condition its Consent upon the delivery of performance and/or labor and material payment bonds or other security for Avis's payment of the cost of the alterations or improvements. Prior to the commencement of any alteration or improvement by any contractor, Avis will deliver to

the Town a certificate of insurance for each contractor, showing public liability coverage, workers' compensation coverage and any other coverage reasonably required by Town, which certificate names Town as an additional insured and provides that the coverage will not be canceled or not renewed without at least fifteen (15) days advance Notice to Town. All work performed by or through Avis shall be performed in full compliance with all laws, codes and regulations and shall be carried out in a prompt and workmanlike manner. Avis shall promptly pay all contractors and materialmen hired by Avis to furnish any labor or materials which may give rise to the filing of a mechanic's lien against Saugatuck Station attributable to alterations and improvements done by or through Avis. If any mechanic's lien is placed against Saugatuck Station, Avis shall cause same to be discharged as against Saugatuck Station within the sooner of: (a) thirty (30) days after Avis receives notice of such lien; or (b) thirty (30) days after request by the Town to remove the lien. If bond is filed and such lien is discharged, Avis shall not be obligated to discharge the lien by payment. Notwithstanding any notice and grace period before default elsewhere set forth in this Sublease, if Avis fails to discharge a mechanic's lien within the time period set forth in this Section above, and further fails to discharge the lien within two (2) weeks after Notice of failure to discharge the lien is given from the Town, then Avis shall be in material default of the Lease, without any further notice or grace period.

6.04. AVIS'S GENERAL COMPLIANCE WITH LAWS. Avis shall, at Avis's sole cost and expense, comply with all of the requirements of all statutes, regulations and ordinances now in force or which may hereafter be in force and not being reasonably disputed by Avis pertaining to Avis's use of the Leased Premises and any act therein or thereon by Avis. Specific reference is made to Avis's duty to comply with all state, federal and municipal statutes, regulations and ordinances concerning environmental protection and Avis's conduct at Saugatuck Station. Avis shall indemnify and hold the Town harmless from and against any damage, liability, cost and/or expense which the Town may suffer by reason of Avis's failure to comply with statutes, regulations and

ordinances governing Avis's conduct at Saugatuck Station.

6.05. SIGNAGE. Avis will not place or maintain, or cause to be placed or maintained, on any portion of the Building or any portion of Saugatuck Station any sign or advertising matter without Town's Consent. Written consent of the DOT may also be required. Any sign placed by Avis on the Building will be unlighted and consistent in character with the historical aesthetic of the Building and Saugatuck Station.

6.06. FURNITURE. Avis shall obtain the Town's Consent before placing any furniture or window treatments, including, without limitation, desks, tables, chairs, curtains and blinds within the Office Space. All office furniture and window treatments shall be consistent in character with the historical aesthetic of the Building.

6.07. ENVIRONMENTAL COMPLIANCE. Avis will not under any circumstances cause or permit the depositing, spillage or seepage of any Hazardous or Special Substance in any area of the Building or Saugatuck Station other than an in an area and in a manner which is in strict compliance with all laws and which is Approved in advance by Town. Avis will not use, store, generate or dispose of any substance in any manner which would cause the Building to be classified as an Establishment under the laws of the State. Avis will indemnify Town from and against any loss, cost, damage, fines, testing deemed reasonably necessary by Town or any other expense incurred by Town as a result of any violation of any environmental law or this Section by Avis or any agent, servant, employee or contractor of Avis.

6.08. OTHER DUTIES REGARDING MAINTENANCE, REPAIR AND CONDUCT. Avis will conform Avis's conduct to the following standards and will perform the following duties, all in a prompt, diligent and workmanlike manner, at Avis's sole cost and expense.

(a) Avis will be responsible for cleaning and maintaining the Office Area in a clean and neat condition. To that end, Avis shall hire and pay for its own cleaning/custodial service and shall require that

contractor to perform all services typically performed by a cleaning/custodial service, including, without limitation, cleaning and maintaining the restroom, emptying wastebaskets; vacuuming, mopping floors, dusting, polishing wood trim, doors and cabinetry, cleaning of carpets and washing of the interior surfaces of windows.

(b) Avis will keep the Office Area in good repair and promptly notify Town of any needed repair work. All repair work in the Building shall be performed by the Town or the Town's contractors at the Town's expense. Notwithstanding anything herein to the contrary, Avis shall reimburse the Town for the cost of any and all repairs necessitated by any negligent or willful act or omission of Avis, Avis's customers, employees, agents or contractors, by delivering to the Town payment in full within three (3) weeks of receipt of the Town's invoice. The preceding sentence shall apply, by way of example and not of limitation, to repairs involving plumbing and electrical systems based on clogged pipes, clogged toilets, broken faucets and broken or damaged electrical outlets and wiring.

(c) Avis will comply with the regulations established by the Westport Traffic Authority and Westport Board of Selectmen governing use of the parking areas at Saugatuck Station.

(d) Avis will remove all trash and recyclables from the Office Area and Parking Area with such frequency as is consistent with the operation of Avis's business in a first class manner, which will include placing general trash in the secured plastic trash bags for pick up by the Town. Trash containing unconsumed food or beverages shall be double-bagged. Avis will deposit all recyclables in a bin or bins that will be furnished by the Town at Avis's request.

6.09. LIMITATIONS ON AVIS'S CONDUCT. Avis agrees to abide by the following limitations regarding conduct.

(a) Avis will not, anywhere at Saugatuck Station, wash the exterior of vehicles or perform any motor vehicle repairs or maintenance, including, without limitation, adding or changing oil, coolant

brake fluid or transmission fluid, refueling or changing tires. Visual inspection and vacuuming of vehicles is, however, permitted.

(b) Avis will not cause or permit the playing of any musical instruments, loudspeakers, stereo systems, public address systems or similar devices in any manner so as to be audible outside of the Office Area.

(c) Avis will not place any trash anywhere in the Building outside of the Office Area or anywhere at Saugatuck Station except in secured bags deposited in a location designated by the Town.

(d) Avis will not place any dumpster, trash receptacle or recyclable receptacle anywhere on the grounds of Saugatuck Station.

(e) Avis will not cause or permit to emanate from the Office Area any objectionable odor, as determined in Town's reasonable discretion.

(f) Avis will not do anything which unreasonably interferes with the use and peaceful enjoyment of any other subtenant of the Building.

(g) Avis will not permit the parking of any vehicles in any manner which interferes with the drives, sidewalks, pedestrian walkways, crosswalks, fire lanes and any other areas desired to be kept clear by the Town.

(h) Avis will not permit the temperature in the Office Area to fall low enough to cause any pipes to freeze.

(i) Avis will not keep, use, sell or offer for sale in or upon the Leased Premises any article which may be prohibited by the standard form of fire insurance policy.

(j) Avis will not use the Leased Premises for any purpose prohibited by law.

ARTICLE VII TOWN'S RIGHT TO PERFORM WORK

7.01. TOWN'S RIGHT TO PERFORM WORK. The Town shall have the right to undertake the following activities in the Building and at Saugatuck Station: construction of additions to the Building and additional buildings; demolition of additional buildings; changing the grade and/or layout of the Common Area; excavation of the Common Area for the purposes of the above and/or installing or repairing utility lines; and remodeling of the exterior of the Building. In undertaking any of the foregoing activities, the Town shall take reasonable precautions to limit interference with Avis's use of the Leased Premises or access thereto.

**ARTICLE VIII
INSURANCE, INDEMNIFICATION, WAIVERS,
ETC.**

8.01. INSURANCE COVERAGES. Avis shall purchase and maintain for the duration of its occupancy of the Leased Premises the following insurance.

(a) Commercial General Liability Insurance with limits of insurance no less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate covering bodily injury and property damage resulting from personal & advertising injury, products and completed operations and operations of the Avis. The policy shall: (i) name the Town, the State and Metro North Commuter Railroad Company as additional insureds; (ii) be underwritten on an occurrence basis; (iii) be primary and not contribute in any way to any insurance, deductible or self insured retention carried by the Town, State or Metro North Commuter Railroad Company; (iv) contain contractual liability coverage within the policy form; and (v) provide for not less than thirty (30) days' prior Notice to the Town in the event of cancellation, non-renewal or material change in coverage.

(b) Commercial Automobile Insurance for any owned automobiles used in the conduct of Avis's business in the amount of \$1,000,000 per accident covering bodily injury and property damage on a combined single limit basis. Such coverage shall also include hired and non-owned automobile coverage.

(c) Workers' Compensation Insurance in an amount not less than that required by law with employer's liability limits for at least the amounts of liability for bodily injury by accident of \$100,000 each accident and bodily injury by disease of \$100,000 and a policy limit of \$500,000.

8.02. ADDITIONAL INSURANCE REQUIREMENTS. Each insurance policy procured by the Avis under this Sublease shall be underwritten by an insurance company licensed to do business in the State. All deductibles shall be declared and are subject to the approval of the Town. Upon signing of this Sublease and thereafter, from time to time, within ten (10) days of the Town's request, Avis shall deliver to the Town evidence satisfactory to the Town that each of the above policies is in effect. In most cases, a standard form certificate of insurance will suffice. The Town reserves the right, however, to require Avis to deliver a copy of the policy.

8.03. AVIS'S COMPLIANCE. Avis shall not carry any stock of goods or do anything in or about the Leased Premises which will in any way impair or invalidate the obligation of any policy of insurance. Avis shall, at its own cost and expense, comply with all of the rules and regulations of the Fire Insurance Rating Organization having jurisdiction, or any similar body.

8.04. INDEMNIFICATION AND HOLD HARMLESS COVENANTS. Except for acts or omissions of the Town or its employees or agents, Avis shall defend, pay, indemnify and save free and harmless the Town, and any fee owner or ground or underlying lessors of the Leased Premises, from and against any and all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses, including attorneys' fees, resulting from or in connection with loss of life, bodily or personal injury or property damage arising, directly or indirectly, out of or from or on account of any occurrence, in, upon, about, at, or from the Leased Premises or occasioned wholly or in part through the use and occupancy of the Leased Premises or by any act or omission of Avis or any subtenant of Avis, or

their respective employees, agents, contractors or invitees, in, upon, about, at, or from the Leased Premises.

8.05. RISKS TO PERSON AND PROPERTY.

Avis and all those claiming by, through or under Avis shall store their property in and shall occupy and use the Leased Premises solely at their own risk and Avis and those claiming by, through or under Avis release the Town from any and all claims of every kind, including loss of life, personal or bodily injury, damage to merchandise, equipment, fixtures or other property, or damage to business or for business interruption, arising directly or indirectly, out of or from or on account of such occupancy and use or resulting from any present or future condition or state of repair. The Town and its agents or employees shall not be responsible or liable at any time to Avis, or to those claiming by, through or under Avis, for any loss of life, bodily or personal injury, or damage to property or business, or for business interruption, that may be occasioned by or through the acts, omissions or negligence of any other persons.

8.06. DEFECTS, LEAKS, WEATHER, UTILITY INTERRUPTIONS, ETC.

The Town and its agents and employees shall not be responsible or liable at any time for any defects, latent or otherwise, in the Leased Premises or any of the systems, equipment including plumbing, heating or air conditioning, electrical wiring or insulation, stairs, railings or walks, machinery, utilities, appliances or apparatus, nor shall Town be responsible or liable at any time for loss of life, or injury or damage to any person or to any property or business of Avis, or those claiming by, through or under Avis, caused by or resulting from the bursting, breaking, leaking, running, seeping, overflowing or backing up of sewer pipes, downspouts, tanks, water closets, waste pipes, drains or other pipes, or caused by water, steam, gas, sewage, snow or ice in any part of the Leased Premises, or caused by or resulting from injury done or occasioned by wind, rain, snow or leakage of water or from the interruption in the supply of any utilities, natural occurrences or the elements, or resulting from any defect or negligence in the occupancy, construction, operation or use of any structure or improvements on or in the Leased

Premises, or any of the equipment, fixtures, machinery, appliances or apparatus on the Leased Premises or from broken glass, water, snow or ice coming through the roof, doors, windows, walks or other place or the falling of any fixtures, plaster, tile, stucco or other matter, or any equipment or appurtenance becoming out of order or repair or interruption of any service.

**ARTICLE IX
ASSIGNMENT AND SUBLEASING**

9.01. CONSENT REQUIRED FOR ASSIGNMENT AND SUBLEASING. Avis shall not assign this Sublease in whole or in part nor sublet all or any part of the Leased Premises without the prior written Consent of Town, which will not be unreasonably withheld or delayed. It shall not be unreasonable for the Town to withhold Consent to an assignment or sublet to any party intending to engage in any business activity other than the Approved Use. Assignment and subleasing is subject also to the prior written Consent of the DOT. Prior to any assignment or subleasing, Avis shall give Notice to the Town of the proposed assignee or subtenant and the terms of the proposed assignment or sublease, and upon request of the Town, Avis will provide the Town with any other information reasonably requested by the Town for the purpose of evaluating the proposed assignee or subtenant. In the case of a proposed sublease, Avis will deliver to the Town a copy of the proposed sublease. The Consent by Town to any assignment or subleasing shall not constitute a waiver of the necessity for Consent to subsequent assignment or subleasing. Assignment or subleasing shall include a sale of substantially all of the assets of Avis, a Change of Control and an assignment or subleasing by operation of law (attachment of Avis's interest in the leasehold, for example). Unless the Town gives Consent to the release of Avis, no assignment or subleasing or acceptance of any rent from any party in possession of the Leased Premises shall constitute a release of Avis from the obligations under this Sublease. By accepting the assignment of this Sublease, any assignee assumes all obligations of Avis to the Town from and after the date of the assignment, jointly and severally with Avis. Any attempted assignment or subleasing by Avis without the prior Consent of the Town shall be void.

9.02. TOWN'S RIGHTS ON ASSIGNMENTS AND SUBLEASES. If Avis gives Town Notice of any proposed assignment or sublease of the Leased Premises, then, in addition to the Town's rights under Section 9.01, the Town may, by Notice to Avis, terminate this Sublease by lapse of time, effective on the date specified in the Town's termination Notice. The Town's termination Notice under this Section may only be given within thirty (30) days after Notice of the proposed assignment or sublease from Avis, unless, within fifteen (15) days after the Notice from Avis, the Town makes a request to Avis for further information with which to evaluate the proposed assignee or subtenant, in which event the time within which Town may give Notice of termination shall be extended to thirty (30) days after Avis has provided the further information to Town. The Town's termination Notice must specify an effective date for the termination, and if the termination Notice is given, this Sublease shall come to an end by lapse of time as if the Term had always expired on the effective date of the termination, and provided Avis has vacated the Leased Premises in accordance with the provisions of this Sublease, Avis shall be deemed to be released from any further liability or obligations of Avis under this Sublease arising from and after the date Avis has vacated.

ARTICLE X SECURITY DEPOSIT

10.01. AVIS'S SECURITY DEPOSIT. Avis's Security Deposit is due and payable to the Town upon execution of this Sublease. The Security Deposit shall be security for the full and faithful performance of all obligations of Avis under this Sublease. The rights and remedies reserved to the Town under this Sublease are cumulative, and in the event of a default by Avis, the Town shall not be required to resort to the Security Deposit before exercising any other remedy available to the Town under this Sublease or by law. The Security Deposit will be refunded without interest to Avis within forty five (45) days following the expiration of this Sublease, except to the extent the Security Deposit has been applied to any damages of the Town on account of Avis's failure to comply with any obligation of Avis under this Sublease. In no event, except when the Town elects

at the Town's sole option to do so, may Avis set off or apply any part of the Security Deposit against any Rent.

ARTICLE XI CASUALTY DAMAGE AND THEFT

11.01. DAMAGE OR DESTRUCTION.

(a) Avis shall give prompt Notice to the Town of any damage by Casualty to the Leased Premises. During the sixty (60) day period following the occurrence of a Casualty (the "Notice Period"), the Town will notify Avis of the Town's estimate of the period of time required to complete the restoration work. If the Leased Premises or any part thereof, or access thereto, is so damaged or destroyed by Casualty that Avis does not have reasonably convenient access to the Leased Premises or any portion of the Leased Premises is thereby rendered unfit for use and occupancy by Avis for the Approved Use, and if, in the reasonable judgment of the Town, the damage or destruction can be repaired within six (6) months (or, if sooner, by the expiration date of the Initial Term or the Extension Period, as applicable), then the Town shall so notify Avis and the Town shall proceed to repair the damage or destruction with reasonable diligence. If the Leased Premises or any part thereof, or access thereto, is so damaged or destroyed by Casualty that Avis shall not have reasonably convenient access to the Leased Premises or any portion of the Leased Premises is thereby rendered unfit for use and occupancy by Avis for the Approved Use, and if, in the reasonable judgment of the Town, the damage or destruction cannot be repaired within six (6) months (or, if sooner, by the expiration date of the Initial Term or the Extension Period, as applicable), then either party shall have the right to terminate this Sublease by giving Notice to the other within the period of eight (8) to ten (10) weeks after the occurrence of the Casualty. If neither party elects to terminate the Sublease pursuant to the preceding sentence, then the Town shall repair the damage or destruction with reasonable diligence.

(b) If the Town begins repair of the Leased Premises, or both, as provided above and does not complete the repairs within six (6) months after the expiration of the Notice Period, then Avis shall have

the right to terminate this Sublease by giving Notice to the Town within three (3) weeks after the end of that six (6) month period; provided however, that: (i) if the reconstruction period estimated by the Town in Section 11.01(a) is more than six (6) months and neither party terminates this Sublease on account thereof, then the six (6) month period in this Section 11.01(b) shall be extended to be the reconstruction period so estimated by the Town plus six (6) weeks; and (ii) if the completion of repairs is delayed by causes beyond the Town's control, including Force Majeure, then the time for completion shall be extended by the period of such delay.

11.02. ABATEMENT OF RENT. Office Rent, Parking Rent and Additional Rent shall be abated in their entirety during the period, if any, following any Casualty, during which Avis does not have reasonably convenient access to the Leased Premises or the entire Leased Premises are rendered unfit for use and occupancy provided that Avis does not conduct any business operations in any portion of the Leased Premises. If any portion of the Leased Premises is rendered unfit for use and occupancy by Avis for the Approved Use by reason of such Casualty and Avis does not conduct any business operations in that portion of the Leased Premises, then Rent shall be abated in the proportion that the square footage of the portion of the Office Area and number of parking spaces of the Parking Area, as applicable, that is not used by Avis for any of its business operations bears to the Leased Premises Square Footage and number of parking spaces occupied by Avis under this Sublease, as applicable, effective as of the date of the Casualty until the Town has: (a) substantially completed the repair of the Leased Premises and the means of access thereto; and (b) delivered Notice thereof to Avis.

11.03. AVIS'S RESPONSIBILITY. Notwithstanding anything in this Article XI to the contrary: (a) Avis shall be responsible to promptly restore any portion of the Leased Premises constructed or installed by Avis; and (b) the Town shall not be obligated to restore or replace any property of Avis.

11.04. NO LIABILITY FOR THEFT. All property of Avis at Saugatuck Station shall be kept at Avis's own risk, and Town shall not be responsible for any

theft of Avis's property or any property of any agent, servant, employee, contractor or invitee of Avis, unless the theft is committed by an agent of the Town and Avis shall indemnify and hold the Town harmless from any claim against the Town by any agent, servant, employee, contractor, customer or invitee of Avis based upon any allegation of theft for which the Town's liability is disclaimed under this Section.

ARTICLE XII DEFAULTS AND ENFORCEMENT

12.01. EVENTS OF DEFAULT BY AVIS. Avis will be in default of Avis's obligations under this Sublease upon the happening of any of the following.

(a) Avis's failure to pay Rent within five (5) business days after Notice to Avis that the payment has not been received by the Town on or before its due date.

(b) Avis's failure to discharge a mechanic's lien in the manner provided in Section 6.03.

(c) Avis's failure to cure within thirty (30) days after Notice to Avis the noncompliance by Avis with any other obligation of Avis under this Sublease, except that in the case of an obligation not capable of being cured within said thirty (30) day period (determined without regard to the cost or ability to pay for compliance), Avis will not be in default as long as Avis has commenced the cure of the non compliance reasonably promptly after the Notice and is continuously thereafter diligently proceeding to complete the cure.

12.02. REMEDIES ON ACCOUNT OF DEFAULT. In the event of default by Avis, the entire Office Rent, Parking Rent and Additional Rent for the remainder of the Term will be immediately due and payable, the Town may terminate this Sublease and recover possession of the Leased Premises, and the Town may exercise any other remedy available under the law to a landlord on account of a breach of lease by a tenant.

12.03. COSTS OF ENFORCEMENT. The Town shall be entitled to reimbursement from Avis of the

reasonable costs of enforcement of this Sublease incurred by Town (including a reasonable attorney's fee) in any action or proceeding brought by the Town to enforce the provisions of this Sublease on account of any failure of Avis to adhere to Avis's obligations under this Sublease, provided that the Town prevails in such action or proceeding. All such costs shall be deemed Additional Rent.

12.04. JURY WAIVER, FORUM AND VENUE. The Town and Avis waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matters whatsoever arising out of or in any way connected with this Sublease, the relationship of Town and Avis, Avis's use or occupancy of the Leased Premises, and any claim of injury or damage. In any dispute between the parties relating to the tenancy hereby created, the exclusive forum for any such legal action shall be the State court hearing landlord and tenant disputes, with venue based on the location of the Leased Premises and not the residence or location of the parties.

ARTICLE XIII VACATING AT END OF TERM, HOLDING OVER

13.01. VACATING LEASED PREMISES AT END OF TERM. At the expiration of the Term, whether by lapse of time or for any other reason, Avis will surrender the Leased Premises to the Town. The condition of the Office Area upon the surrender shall be broom clean, free of all personal property and in good repair, reasonable wear and tear excepted. All motor vehicles shall be removed from the Parking Area. All keys to any doors at the Office Area shall be turned over to Town upon the surrender and Avis shall provide the Town with any other means for opening any other locks in the Office Area upon the surrender. Prior to the surrender, Avis shall: (a) remove all of Avis's trade fixtures, unless Town has granted Consent to the retention of any trade fixture; (b) remove any alteration that was made in the Office Area by Avis without Town's Approval; and (c) repair and/or restore the Office Area as a result of any removal of any fixture or improvement removed by Avis. Without diminishing Avis's responsibility to remove items from and repair damage in the Leased Premises at the end of the Term, if, prior to Avis's

vacating of the Leased Premises, Avis fails to remove any motor vehicle, personal property, trade fixture or improvement that it is Avis's responsibility to remove, all such items will become the property of the Town.

13.02. HOLDING OVER. If Avis holds over beyond the end of the Term with the Consent of the Town, then the provisions of the hold over tenancy shall be the same provisions set forth in this Sublease governing the rights and obligations of the parties during the Term, except that: (a) the tenancy shall be on the basis of a month to month tenancy, terminable by the Town immediately by issuance of a notice to quit possession; (b) there shall be no rights or options in Avis to extend the Term, increase or decrease the size of the Leased Premises, purchase any portion of Saugatuck Station, exercise any right of refusal to any leasing or sale of any portion of Saugatuck Station or any similar rights that may have been in effect during the Term; and (c) the Office Rent and Parking Rent for the hold over shall be the Office Rent and Parking Rent in effect immediately prior to the end of the Term, which shall be increased in the same manner as the Office Rent and Parking Rent had been increased by any formula or with any regular frequency during the Term. If Avis does not vacate the Leased Premises on or before the end of the Term and does not have the Town's Consent to remain in the Leased Premises, the failure to vacate shall not be treated as a hold over for any further term and the use and occupancy damages for which Avis will be liable during any such period of occupancy will be the amount that would have been payable as Additional Rent had this Sublease remained in effect during the period of occupancy plus an amount equal to one and half times (1½ X) the Office Rent and Parking Rent in effect at the end of the Term.

ARTICLE XIV MISCELLANEOUS PROVISIONS

14.01. NO WAIVER OF OBLIGATIONS. The waiver by the Town or Avis of any breach by or obligation of the other party of any provision in this Sublease shall not be deemed to be a waiver of any other breach or obligation. The acceptance of any Rent by the Town or the payment thereof by Avis shall not be deemed to be a waiver of any breach by

any party. No payment by Avis or receipt by the Town of any payment which is less than the amount due shall be deemed to be a waiver of any right to obtain payment of the full amount due, and the Town may apply any payment by Avis to any charge owed by Avis to the Town under the provisions of this Sublease, and no restrictive endorsement, statement of Avis or any other attempt by Avis to restrict the application of the payment in any contrary manner shall be operative or effective, and no endorsement on any check or payment made by or on the behalf of Avis shall be deemed as any accord and satisfaction for any obligation, other than satisfaction of the charge to which the Town has applied the payment. No waiver of any breach or obligation of any party shall be effective unless in writing by the party charged with the waiver.

14.02. ENTIRE AGREEMENT. This Sublease, including any exhibits and schedules attached to it or referenced by it, constitute the entire agreement between the parties as to this leasing, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the parties other than those contained in or specifically referenced by this Sublease. No subsequent alteration, amendment, change or addition to this Sublease shall be binding upon either party unless in writing by the party to be charged.

14.03. SEVERABILITY. The provisions of this Sublease are severable, and if any provision shall be determined to be invalid or unenforceable, the provision shall be enforced to the extent permitted by law and, to the extent any provision or portion thereof remains unenforceable or invalid, it shall be severed from this Sublease and the remainder of the Sublease shall be valid and enforced to the fullest extent permitted by the law.

14.04. HEADINGS NOT TO LIMIT EFFECT OF SUBLEASE. The headings for the articles and sections of this Sublease are inserted for ease of reference only and no such heading shall be interpreted to limit the operation of any language contained in the article or section following the heading. All language in this Sublease shall be given its full operative effect, regardless of the article or section in which it is located and regardless of its location, proximity or

lack of proximity to any other related or unrelated provisions.

14.05. FORCE MAJEURE. If the Town or Avis is delayed in, hindered in, or prevented from, the performance of any act required under the provisions of this Sublease, except for the payment of money, by reason of Force Majeure, then as long as the party whose act is delayed is using best efforts to avoid the delay and the effect of the Force Majeure, then performance of such act shall be excused for the period of the delay.

14.06. TOWN'S ENTRY INTO LEASED PREMISES. The Town and the Town's agents shall have the right to enter into and upon the Leased Premises at all reasonable hours, upon reasonable advance written or oral notice to Avis, for the purpose of examining the Leased Premises or making alterations. The Town's entry under this Section may be made at any hour and without notice in the case of emergency. During any period in which Avis is in possession of the Office Area, Avis will provide Town with a key or set of keys and any other means necessary for Town to gain emergency access to the Office Area in accordance with the provisions of this Section, and Avis shall update the key, keys or other means of access on hand with Town at any time the locks to the Office Area are changed.

14.07. SHOWING OF OFFICE AREA. Avis shall permit the Town to show the Office Area to any prospective tenant at reasonable hours and upon advance written or oral notice to Avis within the last nine (9) months of the Initial Term or Extension Period, as applicable.

14.08. NO RESERVATION OR OFFER. The submission of this Sublease for examination does not constitute a reservation of the Leased Premises, and option to lease the Leased Premises or in any other manner an offer by the Town, unless and until it is executed by the Town and delivered to Avis.

14.09. CHOICE OF LAW. Connecticut law shall apply to all state law matters arising under this Sublease.

14.10. BROKERAGE COMMISSION. Avis represents that no broker showed Avis the Leased Premises or brought the Leased Premises to Avis's attention and that no Broker's commission is payable. If any claim is made by any real estate agent or broker for a commission based upon the allegation that an agent or broker showed the Leased Premises to Avis or was otherwise the procuring cause of this Sublease, then Avis will defend the claim and save the Town harmless from that claim.

14.11 TOWN OFFICIALS. Wherever in this Sublease reference is made to an official of the Town of Westport (e. g., First Selectman, Chief of Police), that reference shall be deemed to include any official with a different title who assumes substantially the same duties as the referenced official. By way of example, under a mayoral form of municipal government, "Mayor" would be substituted for "First Selectman". In addition, upon Notice to Avis, the Town may make a substitution for any official referenced in this Sublease. By way of example, the Town may substitute "Deputy Police Chief" for "Chief of Police".

ARTICLE XV OPTION TO EXTEND

15.01. THE EXTENSION OPTION. The Town grants to Avis an option to extend this Sublease (the "Extension Option"). The Extension Option shall be for a five (5) year period (the "Extension Period") The following terms and conditions shall apply to the Extension Option.

(a) No Assignment or Sublease. The Extension Option may not be exercised by or assigned, or otherwise transferred to any person or entity voluntarily or involuntarily. If Avis assigns any of its interest in this Sublease or subleases any portion of the Leased Premises, the Extension Option shall terminate immediately without the need for any act or notice by either party to be effective.

(b) Extension Fee. Avis shall pay to the Town a sum equal to \$2,262.00 (one month's worth of Office Rent) plus one month's worth of Parking Rent measured by reference to the WTA Rate in effect at the time of delivery of the Extension Notice.

(c) Manner of Notice. Avis shall deliver to the Town Notice of the exercise of the Extension Option not later than nine (9) months prior to the expiration of the Initial Term. If the Extension Notice is not so delivered, then the Extension Option shall automatically expire.

(d) Effect of Default. Avis's right to exercise the Extension Option shall be suspended at the election of Town during any period in which an event of default under Article XII has occurred and remains uncured, but the period of time within which the Extension Option may be exercised shall not be extended. Notwithstanding Avis's due and timely exercise of the Extension Option, if, after such exercise and prior to the effective date of the Extension Option, an event of default occurs under Article XII that is not cured within the applicable grace period, if any, the Town shall have the right to cancel Avis's exercise of the Extension Option by delivery of Notice to Avis.

(e) New Rent. The monthly Office Rent for the first year of the Extension Period shall be equal to the monthly Office Rent for the last year of the Initial Term multiplied by the Escalation Factor. For each year of the Extension Period after the first year, the Office Rent shall be determined by multiplying the Office Rent for the preceding year by the Escalation Factor. The Parking Rent for the Extension Period shall be measured by reference to the WTA Rate and the 20 Day Convention in the manner described in Section 1.01(i). During the Extension Period, all of the other terms, conditions and covenants of this Sublease shall apply.

-- *This space was intentionally left blank. The next page is the signature page.* --

IN WITNESS WHEREOF, each party has caused this Sublease to be executed on the date below written, the date of the Lease being as of the date set forth on Page 1, if different than the date of execution for either party.

AVIS BUDGET CAR RENTAL, LLC

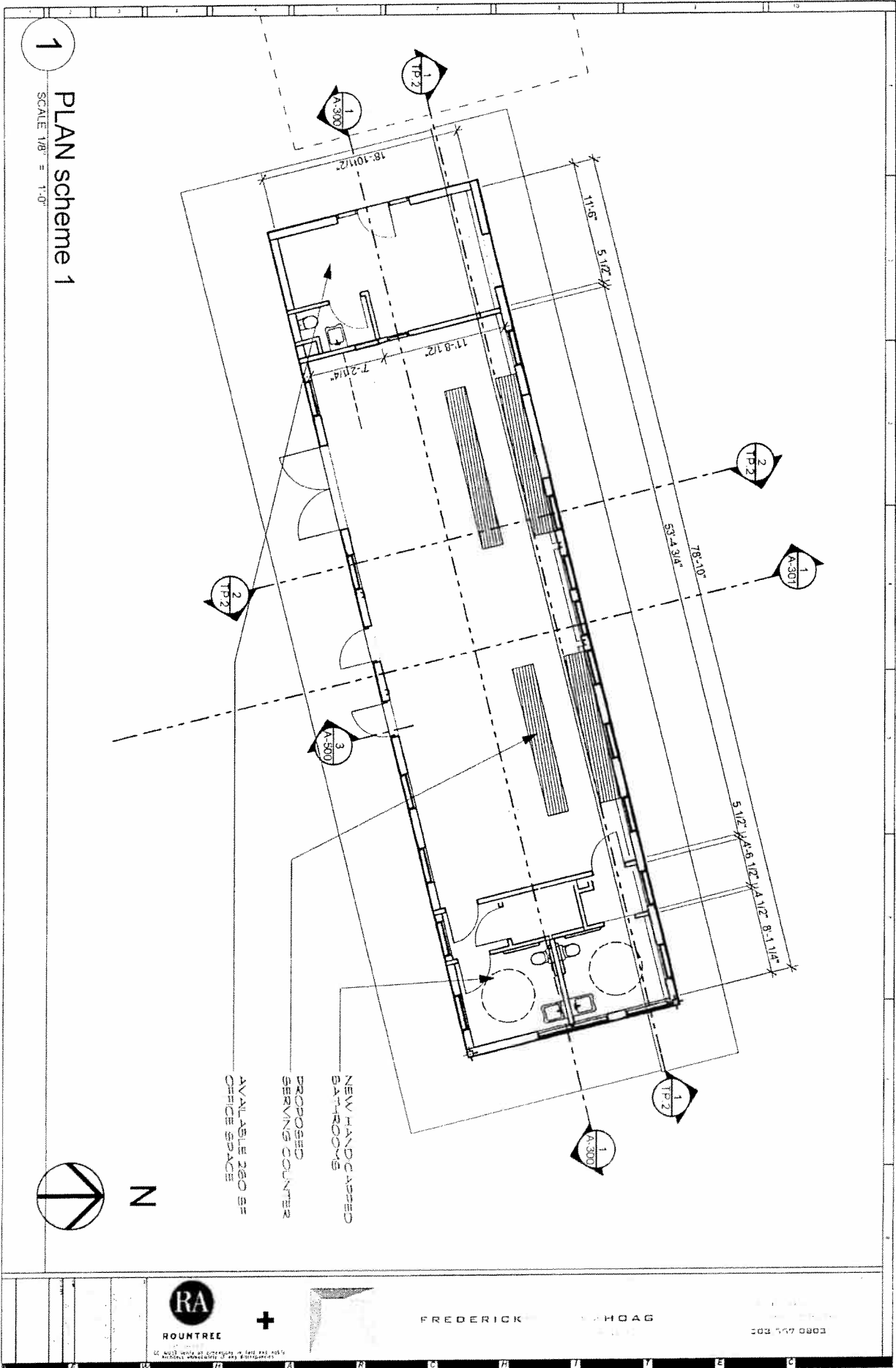
Signature _____
Name _____
Title _____
Date _____

TOWN OF WESTPORT

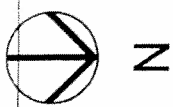
Signature _____
Name _____
Title _____
Date _____

EXHIBIT A

The Office Area is shaded in yellow.



1 PLAN scheme 1
SCALE 1/8" = 1'-0"



FREDERICK & HOAG

0000 6/25 0000

EXHIBIT B - DIAGRAM OF PARKING AREA
 THE PARKING AREA CONSISTS OF THE FOLLOWING UNCOVERED SPACES:

SPACES EAST OF THE STATION BUILDING SHOWN IN GREEN	11
SPACES SOUTH OF THE STATION BUILDING SHOWN IN PINK	7
SPACES WEST OF THE STATION BUILDING SHOWN IN ORANGE	2
TOTAL SPACES	20

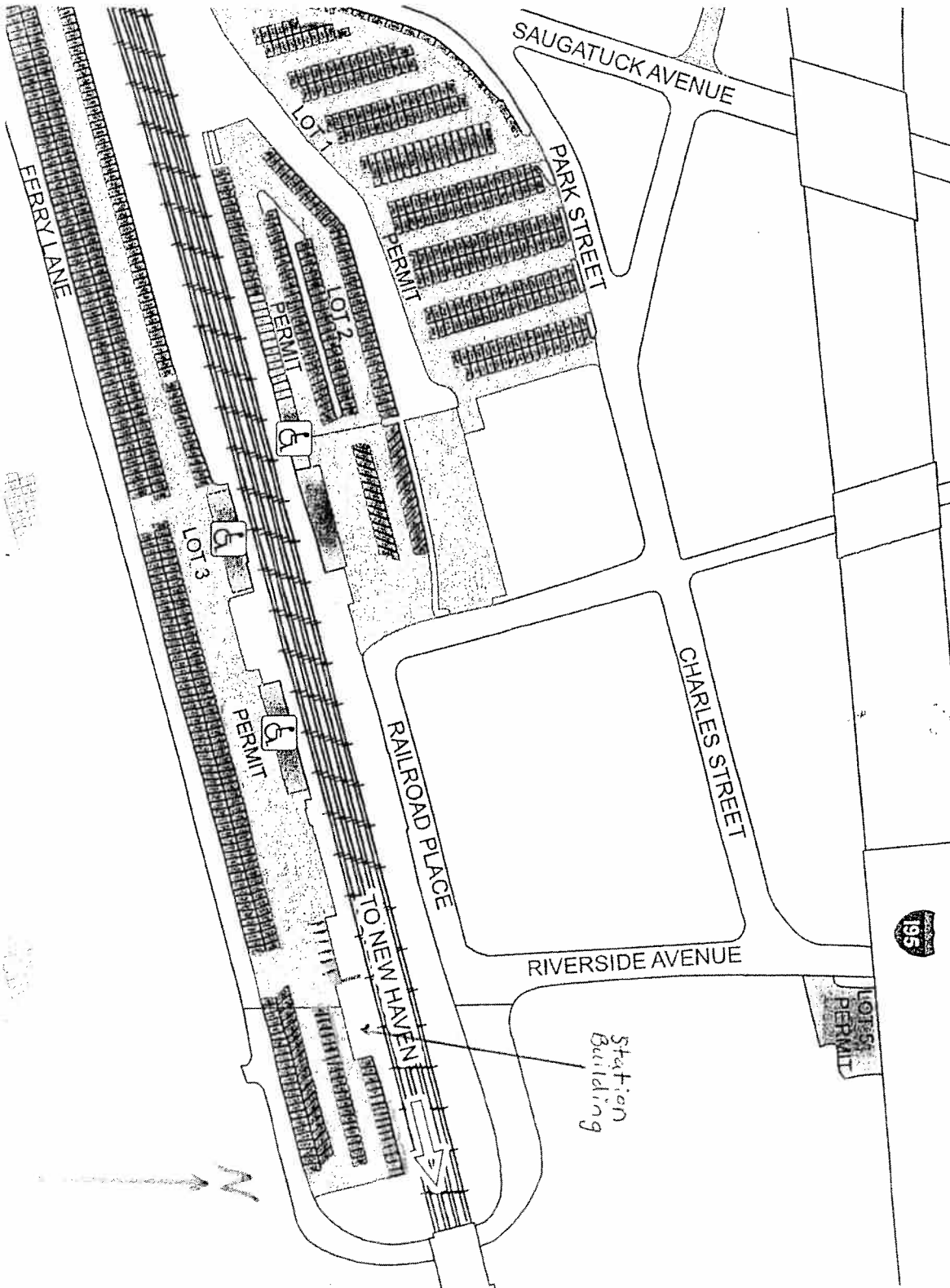


EXHIBIT C

RULES AND REGULATIONS FOR SUBTENANTS OF SAUGATUCK STATION

1. Sidewalks, driveways, crosswalks, parking areas, entrances, stairwells and lobbies shall not be obstructed or used for any purpose other than ingress and egress.
2. No awnings, banners or flags shall be erected or installed without the prior Consent of the Town.
3. No tents or canopies shall be assembled or installed without the prior Consent of the Town.
4. No satellite dishes, radio or television aerials or antennae of any type shall be installed without the prior Consent of the Town.
5. No curtains blinds, shades or screens shall be attached to any window or door of the Building without the prior Consent of the Town.
6. No sashes, windows, heating, ventilating and air conditioning vents and doors that admit light or air into the Building shall be covered or obstructed.
7. No merchandise, display racks, bottles, packages, parcels, or other articles shall be placed outside of the Building or in any Common Area.
8. No display racks, show cases or other articles shall be put in front of or affixed to any part of the exterior of the Building without the prior Consent of the Town.
9. Restrooms, sinks, toilets and plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, or other debris shall be thrown in them. The cost of repairing damage resulting from any misuse of restrooms and plumbing fixtures shall be the responsibility of the subtenant whose staff, employees, customers, contractors or visitors caused the damage.
10. No subtenant shall lay any floor covering without the prior Consent of the Town. The use of cement or any non-water-soluble adhesive material to lay a floor covering is prohibited.
11. No bicycles, vehicles, or animals of any kind shall be brought into or kept in the Building. An exception applies for wheelchairs and guide dogs, which are permitted.
12. Cooking in the Building is prohibited unless the subtenant is in the restaurant or café business.
13. Subtenants, their customers, contractors, visitors and guests shall not make or permit any disturbing noises in the Building or permit anything to be done that will interfere

with the rights, comforts or convenience of other subtenants. Subtenants shall not play any musical instruments or operate radios, stereos, televisions, or other amplified devices so as to disturb or annoy anyone inside or outside the Building. Noisy or disorderly conduct that annoys or disturbs other subtenants is prohibited.

14. No subtenant shall bring or keep in the Building any inflammable, combustible or explosive fluid, or chemical substance, other than reasonable amounts of office cleaning supplies required in the normal operation of the subtenant's business.
15. No additional locks or security alarms of any kind shall be placed upon any of the doors or windows by any subtenant, nor shall any changes be made in existing locks without the prior Consent of the Town and unless and until a duplicate key is delivered to the Town. Each subtenant shall, upon the termination of its tenancy, deliver to the Town all keys to any space that is under separate lock and key.
16. The Building shall not be used for lodging or sleeping or for any immoral or illegal purpose.
17. Subtenants must comply with any and all recycling programs established pursuant to State or municipal law, regulation or ordinance.
18. The Building is a smoke-free environment. Smoking is not permitted in the Building. For those choosing to smoke outdoors, cigarette butts are not to be discarded on the grounds of Saugatuck Station. With respect to the smoke-free policy, subtenants are responsible for the compliance of their employees, agents and contractors.
19. The Town is not responsible for the non-compliance by any other subtenant or occupant of the Building with any of the Town's rules and regulations.
20. If and to the extent that the above rules conflict with any of the rights or obligations of a subtenant pursuant to the provisions of the subtenant's sublease, then the provisions of the subtenant's sublease shall govern.



**WESTPORT CONNECTICUT
BOARD OF FINANCE**

ITEM
#10

UNAPPROVED MINUTES

The Board of Finance held its Public Hearing on **Wednesday, March 6, 2013** in the Auditorium of Town Hall. The meeting was called to order at 8:00 p.m.

Members present: Collins, Garten, Kaner, Lasersohn, Pincavage, Rea, Stern

AGENDA

DISCUSSION/REVIEW

1. Financial Report from the Finance Director.

Finance Director Gary Conrad made the presentation. No action was taken.

2. Status Update from the Internal Auditor.

Internal Auditor Lynn Scully made the presentation. No action was taken.

2013-2014 BUDGET PRESENTATIONS

3. First Selectman Gordon Joseloff presented the Town of Westport Budget for Fiscal Year 2013-14.

No action was taken.

4. Board of Education Chairwoman Elaine Whitney presented the Board of Education Budget for Fiscal Year 2013-14.

No action was taken.

TRANSFERS IN THE 2012-2013 BUDGET

5. The Board considered the following request(s) for transfer amounts of \$3,000 or less that have been approved by the First Selectman:

a) A request by the Planning & Zoning Director for a transfer of \$250 to the Planning & Zoning Account #10101185-543000 (Vehicle Maint./Fuel) and \$250 to the Planning & Zoning Account #10101185-528900 (Transportation Allowances) totaling \$500 from the Planning & Zoning Account #10101185-561000 (Supplies) in order to cover shortfalls.

b) A request by the Planning & Zoning Director for a transfer of \$2,50 from the Planning & Zoning Account #10101185-513002 (Overtime) to the Planning & Zoning Account #10101185-582000 (Education & Expenses) in order to cover shortfalls.

RECOMMENDATION

6. A request by the First Selectman, in accordance with Section C6-3 of the Town Charter, to recommend the renewal of the Astronomical Society lease at 182 Bayberry Lane.

WITHDRAWN

APPROVAL OF MINUTES

7. Approve the Board of Finance Minutes of the February 6, 2013 regular meeting.

Mr. Rea moved and Mr. Lasersohn seconded a motion to approve the February 6, 2013 minutes.

Vote: 7-0. Motion APPROVED

8. Approve the Board of Finance Minutes of the February 11, 2013 special budget meeting.

Mr. Rea moved and Mr. Lasersohn seconded a motion to approve the February 11, 2013 minutes.

Vote: 7-0. Motion APPROVED

9. Approve the Board of Finance Minutes of the February 12, 2013 special budget meeting.

Mr. Rea moved and Mr. Lasersohn seconded a motion to approve the February 12, 2013 minutes.

Vote: 6-0-1 (Mr. Stern abstained). Motion APPROVED

10. Approve the Board of Finance Minutes of the February 13, 2013 special public hearing/special budget meeting.

Mr. Rea moved and Mr. Lasersohn seconded a motion to approve the February 13, 2013 minutes.

Vote: 6-0-1 (Mr. Stern abstained). Motion APPROVED

ADJOURNMENT

Mr. Lasersohn moved and Mr. Rea seconded a motion to adjourn at 9:34 p.m.

Vote: 7-0. Motion APPROVED

Submitted by H. Garten 3/7/13

ITEM
11



**WESTPORT CONNECTICUT
BOARD OF FINANCE**

**UNAPPROVED MINUTES
BOARD OF FINANCE PUBLIC BUDGET HEARING
TUESDAY, MARCH 19, 2013**

The Board of Finance held a Public Budget Hearing on Tuesday, March 19, 2013 in the Town Hall Auditorium to review the 2013-14 Budget Requests for the Town of Westport.

Members Present: Collins, Garten, Kaner, Lasersohn, Pincavage, Rea, Stern

The meeting was called to order at 7:33 p.m.

2013-14 BUDGET REVIEW

The Board of Finance took action on the 2013-2014 Selectman's Requested Budget as follows:

The Board of Finance reviewed the accounts for RTM, Selectman, Probate Court, Registrars, Elections, Board of Finance, Finance Department, Audit, Personnel, Assessor, Tax Collector, Information Technology, Board of Assessment Appeals, Town Attorney, Town Clerk, Historic District, Conservation, Planning and Zoning and Zoning Board of Appeals in the **General Government** budget.

Ms. Garten moved and Mr. Rea seconded a motion to reduce Account (151) Finance Department, line (18) Fees & Services, by \$25,000.

Vote: 7-0. Motion APPROVED

Mr. Lasersohn moved and Mr. Rea seconded a motion to reduce Account (140) Registrars, line (01) Salaries, by \$6,500.

Vote: 3-4. Motion FAILED (Ms Collins, Ms Garten, Mr. Pincavage and Mr. Stern voted no)

Mr. Kaner moved and Ms Collins seconded a motion to reduce Account (142) Elections, line (22) Primaries - Dem, by \$49,700.

Motion WITHDRAWN

Mr. Pincavage moved and Ms Collins seconded a motion to reduce Account (142) Elections, line (22) Primaries - Dem, by \$25,000.

Vote: 4-3. Motion APPROVED (Ms Garten, Mr. Rea and Mr. Stern voted no)

Mr. Stern moved and Mr. Kaner seconded a motion to reduce Account (170) Town Attorney, line (19) Contract Services, by \$25,000.

Vote: 2-5. Motion FAILED (Ms Collins, Ms Garten, Mr. Lasersohn, Mr. Pincavage and Mr. Rea voted no)

Ms Garten moved and Mr. Rea seconded a motion to approve the budget for **General Government** in the amount of \$5,436,136.

Vote: 6-0-1. Motion APPROVED (Mr. Stern abstained)

The Board of Finance reviewed the accounts for Police, Police Vehicle Maintenance, Dog Warden and Emergency Medical Services in the **Police** budget.

Mr. Rea moved and Mr. Lasersohn seconded a motion to reduce Account (210) Police, line (01) Salaries, by \$57,000.

Vote: 3-4. Motion FAILED (Ms Collins, Ms Garten, Mr. Pincavage and Mr. Stern voted no)

Mr. Kaner moved and Mr. Pincavage seconded a motion to approve the budget for **Police** in the amount of \$9,563,396.

Vote: 6-1. Motion APPROVED (Mr. Lasersohn voted no)

The Board of Finance reviewed the accounts for **Railroad Parking**.

Mr. Stern moved and Mr. Rea seconded a motion to approve the budget for **Railroad Parking** in the amount of \$1,892,977.

Vote: 7-0. Motion APPROVED

The Board of Finance reviewed the accounts for Fire Department, Water Service, Building Inspection, Public Site & Building and Emergency Management in the **Fire** budget.

Mr. Rea moved and Ms Collins seconded a motion to approve the budget for **Fire** in the amount of \$10,014,926.

Vote: 7-0. Motion APPROVED

Mr. Kaner moved and Mr. Rea seconded a motion to approve the budget for **Public Safety** in the amount of \$19,578,322.

Vote: 7-0. Motion APPROVED

The Board of Finance reviewed the accounts for Engineering, Highway, Equipment Maintenance, Road Maintenance, Street Lighting, Solid Waste Disposal, Building Maintenance, Building Custodians, Property Maintenance P&R Property Maintenance and Tree Maintenance in the **Public Works** budget.

Mr. Lasersohn moved and Mr. Rea seconded a motion to approve the budget for **Public Works** in the amount of \$9,330,974.

Vote: 7-0. Motion APPROVED

The Board of Finance reviewed the accounts for Sewage Treatment, Sewage Collection, Pensions, Insurance, Interest on Bonds, Bond Anticipation Financing, Bond Principal Payments, and Transfer to Sewer Fund in the **Sewer Fund** budget.

Ms Garten moved and Mr. Rea seconded a motion to approve the budget for **Sewer Fund** in the amount of \$5,096,598.

Vote: 7-0. Motion APPROVED

The Board of Finance reviewed the accounts for Health District and Health Services in the **Health** budget.

Ms Collins moved and Mr. Rea seconded a motion to approve the budget for **Health** in the amount of \$490,398.

Vote: 7-0. Motion APPROVED

The Board of Finance reviewed the accounts for Youth Services, Social Services and Senior Services in the **Human Services** budget.

Mr. Rea moved and Mr. Lasersohn seconded a motion to approve the budget for **Human Services** in the amount of \$1,017,844.

Vote: 7-0. Motion APPROVED

The Board of Finance reviewed the accounts for Library Board and Library Pension in the **Library** budget.

Mr. Kaner moved and Mr. Stern seconded a motion to approve the budget for **Library** in the amount of \$4,382,571.

Vote: 7-0. Motion APPROVED

The Board of Finance reviewed the accounts for Administration, Guest Services, Maintenance

& Development, Boating, Parks Maintenance, Golf, Athletic Fields Maintenance, Tennis, Skating, Beach & Pool, Miscellaneous Programs and Memorial & Veterans Days in the **Parks and Recreation** budget.

Mr. Stern moved and Ms Garten seconded a motion to reduce Account (810) P&R Administration, line (01) Salaries, by \$70,000.

Motion WITHDRAWN

Mr. Rea moved and Mr. Lasersohn seconded a motion to approve the budget for **Parks and Recreation** in the amount of \$4,544,028.

Vote: 7-0. Motion APPROVED

The Board of Finance reviewed the account for **Fund 215-Wakeman Farm Fund**.

Mr. Kaner moved and Ms Collins seconded a motion to approve the budget for **Wakeman Farm Fund** in the amount of \$116,555.

Vote: 7-0. Motion APPROVED

The Board of Finance reviewed the account for Earthplace in the **Miscellaneous** budget.

Mr. Kaner moved and Ms Collins seconded a motion to reduce Account (907) Earthplace, line (60) Payments to Agency, by \$10,000.

Vote: 7-0. Motion APPROVED

The Board of Finance reviewed the account for Transportation Service in the **Miscellaneous** budget.

Mr. Kaner moved and Mr. Stern seconded a motion to reduce Account (915) Transportation Service, line (60) Payments to Agency, by \$30,452.

Vote: 1-6. Motion FAILED (Ms Collins, Ms Garten, Mr. Lasersohn, Mr. Pincavage, Mr. Rea and Mr. Stern voted no)

Mr. Rea moved and Ms Collins seconded a motion to reduce Account (915) Transportation Service, line (60) Payments to Agency, by \$23,000.

Vote: 6-1. Motion APPROVED (Mr. Lasersohn voted no)

The Board of Finance reviewed the accounts for Pensions, Insurance, Social Security, Unemployment Compensation, Miscellaneous, Reserve: Salary Adjustments, Employee Productivity and Accrued Vacation in the **Miscellaneous** budget.

Ms Garten moved and Mr. Kaner seconded a motion to approve the budget for **Miscellaneous** in the amount of \$26,695,418.

Vote: 7-0. Motion APPROVED

The Board of Finance reviewed the accounts for Interest on Bonds, Bond Anticipation Financing and Bond Principal Payments in the **Debt Service** budget.

Ms Collins moved and Mr. Lasersohn seconded a motion to approve the budget for **Debt Service** in the amount of \$2,729,540.

Vote: 7-0. Motion APPROVED

The Board of Finance reviewed the accounts for Transfer to Sewer Fund and Transfer to Other Funds in the **Other Financing Uses** budget.

Mr. Lasersohn moved and Mr. Rea seconded a motion to approve the budget for **Other Financing Uses** in the amount of \$1,383,136.

Vote: 7-0. Motion APPROVED

Mr. Rea moved and Ms Collins seconded a motion to approve the **Selectman's Requested Budget** in the amount of \$75,588,367.

Vote: 7-0. Motion APPROVED

Mr. Rea moved and Mr. Lasersohn seconded a motion to adjourn at 11:33 p.m.

Vote: 7-0. Motion APPROVED

Submitted by H. Garten 3/20/13

ITEM
#12



WESTPORT CONNECTICUT
BOARD OF FINANCE

UNAPPROVED MINUTES
BOARD OF FINANCE PUBLIC BUDGET HEARING
THURSDAY, MARCH 21, 2013

The Board of Finance held a Public Budget Hearing on Thursday, March 21, 2013 in the Town Hall Auditorium at 7:33 p.m. to review the 2013-14 Budget Requests for the Board of Education.

Members Present: Collins, Garten, Kaner, Lasersohn, Pincavage, Rea, Stern

The meeting was called to order at 7:33 p.m.

2012-13 BUDGET REVIEW

Board of Education Chairman Elaine Whitney made a brief presentation of the Board of Education's budget. The Board of Finance took action on the 2013-2014 Board of Education's Requested Budget as follows:

The Board of Finance reviewed the accounts for Board of Education, Aid to Private and Parochial Schools, Debt Service-Long Term and Debt Service-Bond Anticipation Notes in the **Board of Education** budget.

Mr. Rea moved and Mr. Kaner seconded a motion to reduce the budget for **Board of Education** in the amount of \$250,000.

Motion **WITHDRAWN**

Mr. Rea moved and Mr. Lasersohn seconded a motion to approve the budget for **Board of Education** in the amount of \$104,366,056.

Vote: 7-0. Motion APPROVED

Mr. Rea moved and Mr. Lasersohn seconded a motion to approve the budget for **Aid to Private and Parochial Schools** in the amount of \$316,794.

Vote: 7-0. Motion APPROVED

Mr. Rea moved and Mr. Lasersohn seconded a motion to approve the budget for **Debt Service-Long Term** in the amount of \$12,699,556.

Vote: 7-0. Motion APPROVED

Mr. Rea moved and Mr. Lasersohn seconded a motion to approve the **Total Education Budget** in the amount of \$117,382,406.

Vote: 7-0. Motion APPROVED

Mr. Rea moved and Mr. Lasersohn seconded a motion to approve the **Total Requested Budget** in the amount of \$192,970,773.

Vote: 7-0. Motion APPROVED

Mr. Rea moved and Mr. Lasersohn seconded a motion to adjourn at 8:56 p.m.

Vote: 7-0. Motion APPROVED

Submitted by Helen Garten 3/21/13